



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358
ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

C O U N C I L A G E N D A – S P E C I A L C A L L E D M E E T I N G

DECEMBER 17, 2014, 6:30PM, SFD TOWN HALL

1. Call to order
2. Introductions
3. Approval of meeting agenda
4. Public hearing/action regarding rezoning case RZ-02-13 (applicants: Combs, Incorporated; location: 3302-R3 Oak Ridge Rd. north of terminus of Briardenn Dr. within the Birkhaven subdivision)
5. Council budget amendment #5 for unemployment (FY13-14)
6. Adjourn

Council: Mayor Tim Sessoms, Mayor Pro-tem Dena Barnes, Mike Adams, Alicia Flowers, Dianne Laughlin, Elizabeth McClellan

Staff: Scott Whitaker (Manager), Jeff Gaard (PE&R Manager), Valerie Halvorsen (Clerk), Katrina Whitt (Finance Officer), (Planner position vacant)



PLANNING DEPARTMENT REPORT DECEMBER 12, 2013

Memorandum to: Town Council members
Through: Scott Whitaker, Town Manager
From: Julie A. Reid, Interim Town Planner
Regarding: Case RZ-02-13: Rezoning from AG RS-40 (residential) to CU-GB (commercial)

Owner: Dorothy Gilmor (contract pending), 6606 Coventry Pt., Austell, GA 30168

Applicant: Combs, Incorporated (Kevin Combs), PO Box 790, Oak Ridge, NC 27310

Location: The proposed site is approximately one half mile south on Birkhaven Drive Road from Oak Ridge Road, then right on Braelands Drive, then right on Briardenn Drive. The current road deadends into the subject property. Guilford County Tax Parcel 0149857.

Tract Size: 25.001 acres

Applicant Request: To rezone from AG, Agricultural District in a Watershed III Protection Area, to RS-40 Residential Single Family District in a Watershed III Protection Area. The zoning regulations and Watershed regulations of the ordinance both apply to this parcel. Where the provisions differ, the most restrictive regulation applies.

Existing Zoning: AG, Agricultural District in a Watershed III Protection Area. AG is primarily intended to accommodate uses of an agricultural nature, including farm residences and farm tenant housing. It also accommodates scattered non-farm residences on large tracts of land. It is not intended for major residential subdivisions. The district is established for the following purposes:

- 1) to preserve and encourage the continued use of land for agricultural, forest, and open space;
- 2) to discourage scattered commercial and industrial land uses;
- 3) to concentrate urban development in and around area growth centers, thereby avoiding premature conversion of farmland to urban uses; and
- 4) to discourage any use which, because of its character, would create premature or extraordinary public infrastructure and service demands.

The overall gross density in AG areas will be 0.36 units per acre, with a minimum lot size of 120,000 square feet.

Proposed Zoning: RS-40 Residential Single Family District in a Watershed III Protection Area. RS-40 is primarily intended to accommodate single-family detached dwellings on large lots in areas without access to public water and wastewater services. The district is established to promote single-family detached residences where environmental features, public service capacities, or soil characteristics necessitate very low-density single-family development. Development within this district requires open space dedication.

The overall gross density in RS-40 areas will typically be 0.73 units per acre or less, with a minimum lot size of 40,000 square feet.

Watershed Regulation Minimum Lot Size: The average minimum lot size for all developments not utilizing public sewer shall be 60,000 square feet. There are three ways to interpret "average minimum lot size":

- 1) The first interpretation would permit lot sizes slightly smaller and slightly larger to be averaged to maintain an average lot size of 60,000 square feet. The purpose of this would be to best accommodate existing characteristics and sensitive areas.
 - 2) The second interpretation relates to the use of clustered development, which is encouraged in the watershed regulations to minimize impervious surface such paving. Additional points are awarded in the watershed regulations for cluster zoning and development. The purpose of this averaging is to allow clustering of development to those areas most suited for development, minimize disturbance of sensitive areas and reduce the amount of impervious surfaces.
 - 3) A third interpretation would allow the reduction in all lot sizes by averaging in the required open space lot(s) required by Section 5-13-5 of the Development Ordinance. There is no provision for averaging minimum lot sizes within the RS-40 district, where the requirement for open space is ten (10) percent for 5-24 lots.
-

Adjacent Zoning: All adjacent land is zoned AG-Agricultural in a Watershed Protected Area and the adjacent subdivision (earlier phases of Birkhaven 1-5) was zoned CU-RS-40 Residential. Current land use is agricultural and residential. Phases 1 and 2 have been approved for the construction of housing and permitting has begun. Phases 3, 4, and 5 have not yet progressed to that point.

Process Requirements and Notes: All required submittal requirements and fees have been received.

Compatibility with Comprehensive Plan: Following are some objective highlights and staff comments (*in italic*):

1. **Policy Area 6: Appropriate Housing and Residential Development:** "The RS-40 District is intended for application on land tracts that are predominantly free of environmental constraints. A typical example would be a former farm that is not dissected by numerous

stream sections and does not have extensive areas of steep slopes, floodprone areas, woodlands, and the like.”

This property does have significant environmental restraints.

2. **Policy 3.3: FLOODPLAINS, WETLANDS, STEEP SLOPES, and OTHER LANDS** that are typically not suitable for development, should be retained as permanent open space.

These areas have been identified as Primary Conservation Area on the rezoning sketch plan. The open space does not designate the entire Primary Conservation Area.

3. **Policy 3.5: CLEARCUTTING OF TREES AND WOODLAND AREAS FOR DEVELOPMENT** shall be avoided. Rather, new development should incorporate significant clusters of trees into the functional layout of new residential and commercial areas.

There is no indication of preservation of trees or woodlands from the lot layout.

4. **Policy 3.10: WATER QUALITY AND OPEN SPACE BUFFER STRIPS** shall be preserved adjoining all perennial streams.

The rezoning sketch does identify a stream and the required stream buffers. The stream and stream buffers are included in the open space as required.

5. **Policy 6.1: Residential development in Summerfield should remain mostly LOW DENSITY, SINGLE-FAMILY DETACHED HOUSING.**

The lack of public water and sewer necessitates low-density development. Additional considerations for determining the density of development is the physical features of the land, such as topography and the types of soils available on the site.

6. **Policy 6.5: OPEN SPACE DEDICATION** requirements should be applied equitably to all residential developments regardless of the number of planned housing units.

Open space has been identified on the rezoning sketch plan, but does not encompass the entire primary conservation area.

Additional Considerations:

This parcel of land falls within a watershed protection area, which has specific regulations. This rezoning is not in compliance with the watershed regulations because it allows a minimum lot size of 40,000 square feet. A mechanism to allow the reduction in the minimum lot size is required to comply with watershed regulations. This rezoning would be better accomplished with a Conditional Use District. This would allow the reduction in lot size (within the watershed protection area) and would allow approval to be directly tied to a specific proposed subdivision plan.

The required open space for this development is 10 percent of the total acreage, which equals 2.5 acres. The rezoning sketch plan indicates 4.104 acres of open space in a primary conservation area. It does not encompass the entire primary conservation area. The area of primary conservation area is approximately 5-5.5 acres. This primary conservation contains slopes greater than 15% and poor soils with trees and undergrowth stabilizing the slopes. It also contains a stream and the required stream buffers.

Two additional parcels are designated for open space and common area. The areas of these parcels are 1.082 acres and 1.143 acres. These two areas do not serve either a primary or secondary conservation area. The designation of common area would not be appropriate if these lots were used for placement of off-site sewage drainage fields for one or more houses.

The Development Ordinance states "(E) Disturbance Limitations: Subdivisions should be designed to prohibit disturbance, other than previous trails not to exceed 5' in width, within all required primary conservation area open space dedication and to avoid or limit disturbance in secondary area."

"1) Primary Conservation Areas. Because they represent sensitive environmental features and/or significant cultural resources considered unbuildable in a legal or practical sense, Primary Conservation Areas are the first type of open space designated on a subdivision plan to satisfy the minimum open space requirements. Because of their sensitive nature, there is to be no observable disturbance of any area designated as a Primary Conservation Area on a master sketch, subdivision plat, or site plan."

HOAs and individual property owners generally do not understand the purpose of restricting development in conservation areas and can do considerable harm to these areas, and funds are not usually available to remedy such damage. It is prudent to place all primary conservation areas in a dedicated open space classification. Soil-disturbing activities such as homebuilding should not be allowed in the primary conservation areas, and primary conservation areas should not be included within individual lots.

Many of the policies established in the Comprehensive Plan assume that specific plans will be submitted with rezoning cases. It is not possible to determine the intent of the developer without such plans. Rezoning are not typically tied to specific plans, except such rezoning that include Conditional or Special Use Districts. This will not be the case with regular rezoning cases.

The ability of the development to meet or exceed these policies resides in the strength of the ordinance that regulates the way in which a development is built.

Highlights and Summary:

- There is some discrepancy in the interpretation of average minimum lot size in the Watershed Regulations of the Development Ordinance. Prior to the adoption of the zoning request, a determination will need to be made regarding this interpretation.
- The proposed rezoning complies with some portions of the comprehensive plan and not others. Additional policies could be met with application of the Development Ordinance regulation.



- The inclusion of part of the primary conservation area in individual lots would allow disturbance of these areas.
- This rezoning should be accomplished under a Conditional Use District. This would allow the reduction in lot size (within the watershed protection area) and would allow approval to be tied directly to a specific proposed subdivision plan.
- The Zoning Board asked that the Fire Department, EMS and Sheriff's Office an opportunity to review the number of homes accessing the single subdivision road. The fire chief expressed no concern over the addition of this subdivision, but was glad that another connection would be made in the future

North Carolina General Statute 160A-383 requires that "prior to adopting or rejecting any zoning amendment" each local governing board "shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest." For the purposes of this statute, this document is "The Town of Summerfield Comprehensive Plan."

Suggested Potential Motions for Consideration

> **Denial:** "I move that the application for rezoning RZ-02-13 from AG, Agricultural District in a Watershed III Protection Area, to RS-40 Residential Single Family District in a Watershed III Protection Area be denied. The request is not consistent with the town's adopted comprehensive plan because _____ and this denial is reasonable and in the public interest because _____.

> **Conditional approval:** I move that the application for rezoning (RZ-02-13) from AG, Agricultural District in a Watershed III Protection Area, to RS-40 Residential Single Family District in a Watershed III Protection Area be given conditional approval. Conditions that must be met prior to an approval are _____, Conditional approval is consistent with the town's adopted comprehensive plan because _____, and this approach is reasonable and in the public interest because _____.

> **Change in requested zoning:** I move that the application for rezoning (RZ-02-13) from AG, Agricultural District in a Watershed III Protection Area, to RS-40 Residential Single Family District in a Watershed III Protection Area be remanded back to the Zoning Board for amendment of the requested zoning classification to CU-RS-40.

> **Approval:** I move that the application for rezoning (RZ-02-13) from AG, Agricultural District in a Watershed III Protection Area, to RS-40 Residential Single Family District in a Watershed III Protection Area be approved. The request is consistent with the town's adopted comprehensive plan because _____ and this approval is reasonable and in the public interest because _____.



Town of Summerfield
Development Bulletin
Effective January 7, 2005
www.summerfieldgov.com

Summerfield Application for
General Purpose Rezoning

Date Submitted: _____ Fee/Receipt #: _____ Case Number: _____

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

Pursuant to Section 3-12 of the Town of Summerfield Development Ordinance, the undersigned hereby requests Town of Summerfield to rezone the property described below from the AG zoning district to the

RS-40 zoning district. Said property is located 3302-R3 OAK RIDGE ROAD
NORTH OF THE TERMINUS OF BRIARDENN DRIVE (BERKSHAVEN SUB.)
in BRUCE Township; Being a total of 25.1 acres.

Further referenced on the Guilford County Tax Maps as:

Parcel Number 0149857

Parcel Number _____

Parcel Number _____

Parcel Number _____

Check One:

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

Check One:

- 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 is attached (financial figures may be deleted)
- The applicant has no connection to the property owner and is requesting a third party rezoning.

Application materials checklist:

Filing for a rezoning or conditional use rezoning requires:

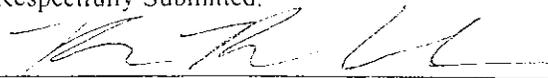
- ❖ A completed and signed Application Form;
- ❖ Application fee;
- ❖ A Development Plan for residential rezonings;
- ❖ legal description of the property;
- ❖ Environmental Inventory (check with Planning Staff for specific requirements)

Case # _____

Application No. 2

I hereby agree to conform to all applicable laws of Town of Summerfield 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 Town of Summerfield Planning Department may enter the subject property for the purpose of investigation and analysis of this request

Respectfully Submitted,



Applicant Signature

COMBS INC., % KEVAN COMBS

Name

P.O. Box 790

Mailing Address

OAK RIDGE, NC 27310

City, State and Zip Code

336.643.1775

Phone Number

COMBSINC2000@AOL.COM

Email

Representative/Agent Signature

Name

Mailing Address

City, State and Zip Code

Phone Number

Email

Additional Tax References and Signatures

Additional Tax Map References

Further referenced on the Guilford County Tax Maps as

Parcel Number _____

Additional rezoning questions:

1. Type of use and improvement proposed:
 - RESIDENTIAL HOUSING

2. Do substantial reasons exist which prevent the subject property from being used in accord with the current Zoning classification?
 - PROPERTY IS COMPLETELY WOODED AND TOPOGRAPHY IS NOT SUITABLE FOR FARMING.

3. State the way in which the proposed change will be appropriate and desirable to the town of Summerfield and what effect the proposed change will have upon the immediate neighborhood.
 - THE PROPOSED CHANGE WOULD POSITIVELY AFFECT THE TAX BASE, RESTRICTIONS FOR PROPOSED SUBDIVISION WOULD BE IN HARMONY WITH EXISTING PHASES AND ENCOURAGES GROWTH AND DEVELOPMENT

4. What changing conditions make the passage of this proposed amendment necessary?
 - THE PROPERTY TO THE SOUTH IS CURRENTLY BEING DEVELOPED AND HAS A SUB STREET TO THIS PARCEL

5. Are there circumstances that justify the proposed change? If so, state them.
 - THE PROPOSED CHANGE IS IN LINE WITH CURRENT DEVELOPMENT PLAN AND WOULD HAVE THE LOWEST IMPACT ENVIRONMENTALLY TO THE AREA

6. How does the proposed zoning change affirm the policy(ies) of the Town of Summerfield Comprehensive Plan?
 - THE PROPOSED CHANGE ENCOURAGES CONNECTIVITY AND LOW DENSITY HOUSING.
 - THROUGH THE DESIGNATION OF OPEN SPACE TO ENVIRONMENTALLY SENSITIVE AREAS, THEY CAN BE PRESERVED AND PROTECTED MORE EFFECTIVELY.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Dorothy Gilmer

(b) "Buyer": Combs, Inc. and/or assigns

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 3302 R3 Oak Ridge Rd

City: Summerfield Zip: 27358

County: Guilford Guilford Co, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7829010236

Other description: Parcel #0149857 - 25.10 Ac +/- / Johnson Est Bal TWP 16

Some or all of the Property may be described in Deed Book 04637 at Page 01768

(d) "Purchase Price":

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____ **TIME BEING OF THE ESSENCE** with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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



Buyer initials [Signature] Seller initials _____

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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 Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract 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 Deposit 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. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Coldwell Banker Triad
Kernersville Sharon Young

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit 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 ("Attorney") is holding the Earnest Money Deposit, 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.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(1) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date ^{D.G. 8-13-2013} and extending through 5:00 p.m. on ~~120 days from date of contract~~ 12/11/2013 ^{OR} 1-11-2014 ^{NAC 8-13-13} TIME BEING OF THE ESSENCE with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on _____ or before December 20, 2013 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials [Signature] Seller initials D.G.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil, Utilities And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials MLC Seller initials JS

- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

Buyer initials ML Seller initials JL

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(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
 has owned the Property for less than one year.
 does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating 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.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Payment and Satisfaction of Liens:** All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

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Buyer initials

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Seller initials

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(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property; except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way. **NOTE:** Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Combs Inc. and/or assigns

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis:

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

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10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date, or to further extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)

- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

OTHER: Subject to approval of RS 40 Zoning and a minimum of 18 Residential lots that perc for 4 bedrooms. Buyer will be given an optional (30) Thirty day extension if all Governmental approvals have not been met. 8-13-13 MML D.G. 8/13/13

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

Buyer initials

MML

Seller initials

D.G.

STANDARD FORM 12-T

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19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

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.

This offer shall become a binding contract on the Effective Date.

Date: 8-6-13
Buyer [Signature] (SEAL)
Combs, Inc. and/or assigns

Date: 8-13-2013
Seller [Signature] (SEAL)
Dorothy Gilmer

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

(NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.)

BUYER NOTICE ADDRESS:

Mailing Address: P. O Box 790, Oak Ridge, NC 27310
Buyer Fax#: _____
Buyer E-mail: combsinc2000@aol.com

SELLER NOTICE ADDRESS:

Mailing Address: 6606 Coventry Pk., Austell, Ga 30168
601 Clover Dr. High Point NC
Seller Fax#: _____
Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: West Market Realty Co.
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address: 1204 W. Market St., Greensboro, NC 27403
Individual Selling Agent: Roger L Coble/ Dorothy W. Coble
 Acting as a Designated Dual Agent (check only if applicable)
License #: 253972
Selling Agent Phone#: (336) 455-7482
Selling Agent Fax#: _____
Selling Agent E-mail: rogerocoble@yahoo.com

LISTING AGENT NOTICE ADDRESS:

Sharon Young
Firm Name: Coldwell Banker Triad Kern
Acting as Seller's Agent Dual Agent
Mailing Address: 1011 S. Main St., Kernersville, NC 27284-8186
Individual Listing Agent: Sharon Young
 Acting as a Designated Dual Agent (check only if applicable)
License #: 199486
Listing Agent Phone#: (336) 996-8521
Listing Agent Fax#: _____
Listing Agent E-mail: sharon.young@coldwellbanker.com

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: 3302 R3 Oak Ridge Rd, Summerfield, 27358

Seller: Dorothy Gilmer

Buyer: Combs, Inc. and/or assigns

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date 2/13/13

Firm: Coldwell Banker Triad Kernersville

By: _____
(Signature)
Sharon Young
(Print name)



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358
ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

NOTICE OF PUBLIC OPEN HOUSE

OCTOBER 29, 2013, 6:00PM-7:00PM AT TOWN HALL

October 21, 2013

Dear Summerfield Citizen:

The Town of Summerfield Planning Department has received an application to rezone property located at 3302-R3, Oak Ridge Road, north of the terminus of Briardenn Drive (Birkhaven Subdivision), being Guilford County Parcel 0149857.

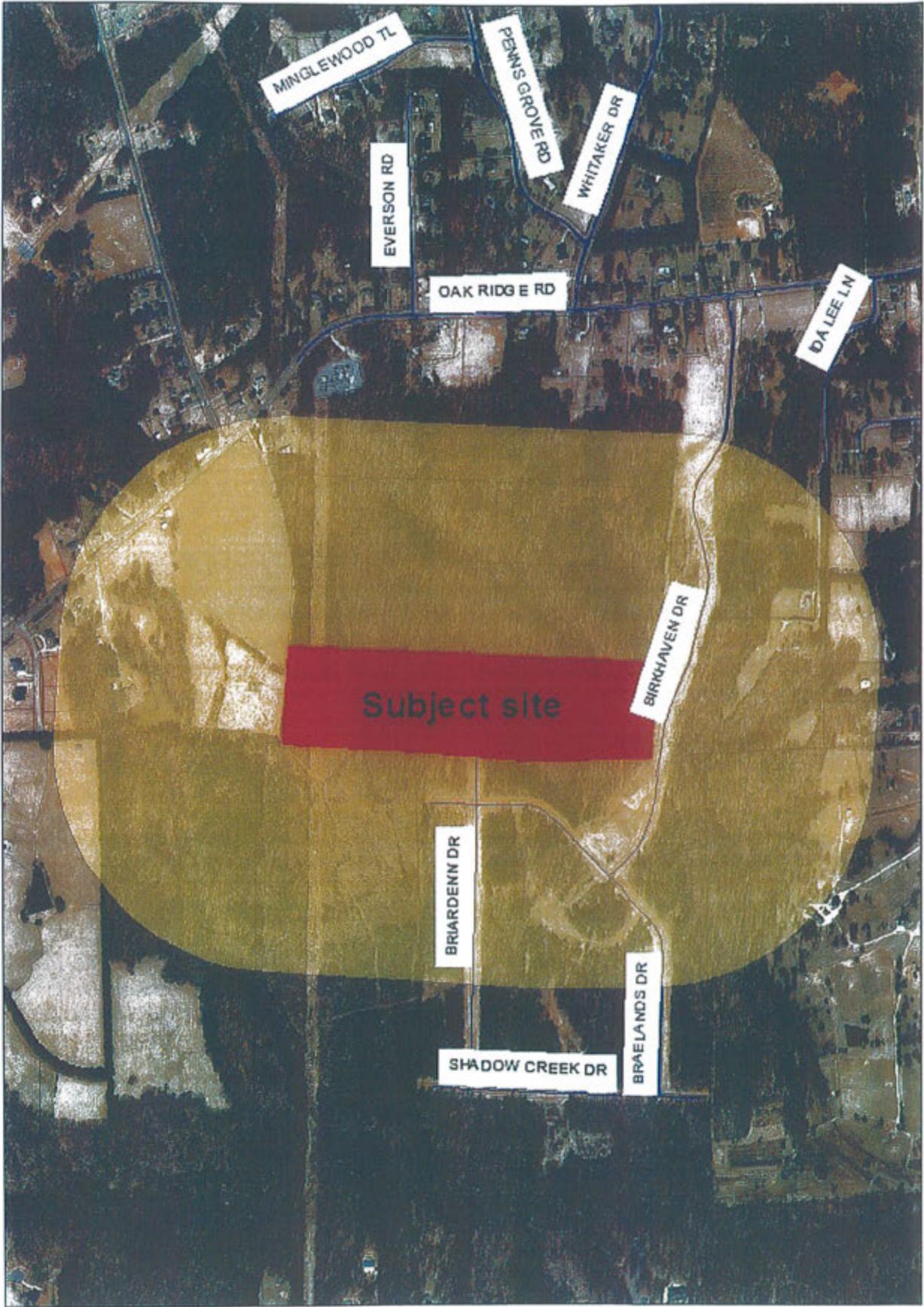
This parcel, located in Bruce Township, is approximately 25.10 acres (see map on reverse). The parcel is owned by Dorothy Gilmer. The applicants are requesting a rezoning from AG (Agricultural) to RS-40 (Residential), WGA. A public information session and open house will be held at the Summerfield Town Hall on **Tuesday, October 29, 2013, from 6:00pm to 7:00pm** to discuss the proposed zoning change. You may attend any time during the open house to discuss the request with the applicant and town staff.

All property owners within $\frac{1}{4}$ mile of a property proposed for a Rezoning or Special Use Permit shall be notified of the public information session and open house as well as subsequent public hearings. The town relies on Guilford County tax records for addresses. Please share this invitation with anyone you feel may be interested in attending.

Sincerely,



Julie Reid
Interim Town Planner



Subject site

MINGLEWOOD TL

EVERSON RD

PENNS GROVE RD

WHITAKER DR

OAK RIDGE RD

DA LEE LN

BIRKHAVEN DR

BRIARDENN DR

BRAELANDS DR

SHADOW CREEK DR

Table 4-3- Permitted Use Schedule Rezoning Case #02-13.

Yellow highlighted are allowed in **current** zoning district. Green highlighted would be allowed in **requested** zoning district.

Use Type		AG	RS-10
Agricultural Production (crops)	0100	P	P
Agricultural Production (livestock)	0200	P	D
Animal Feeder/Breeder	WCA 0210	D	
Animal Services (livestock)	0751	P	
Animal Services (other)	0752	P	
Fish Hatchery	0920	P	
Forestry	0810	P	P
Horticultural Specialties	0180	P	
Veterinary Services (livestock)	0741	S	
Veterinary Services (other)	0742	S	
Boarding & Rooming House, less than 9 residents	7021	S	
Common Recreation & Service Facilities	0000	P	P
Family Care Facility	0000	P	P
Maternal Care Home, 6 or less residents	0000	P	P
Manufactured Dwelling, Class AA	0000	P	Z
Manufactured Dwelling, Class A & B	0000	P	Z
Single Family Detached Dwelling	0000	P	P
Subdivision, Major - Residential	0000	P	
Subdivision, Minor - Residential	0000	P	P
Two Family Dwelling (twin home or duplex)	0000	P	
Accessory Dwelling Unit	0000	D	D
Accessory Uses & Structures, Customary (See Section 4-5)	0000	P	P
Caretaker Dwelling	0000	D	
Emergency Shelter	0000	P	P
Home Occupation, including renting of rooms	0000	D	D
Flying Field, Private	0000	S	
Junked Motor Vehicle	0000	D	D
Migrant Labor Housing	0000	D	
Recycling Collection Point	0000	P	D
Rural Family Occupation	0000	S	
Satellite Dish/Communication Tower	0000	D	D
Swimming Pool	0000	D	D
Yard Sale (no more than 3 per year)	0000	P	P
Athletic Fields	0000	S	S
Club or Lodge	8640	S	S
Country Club with Golf Course	7997	D	S
Equestrian Facility	7999	S	S
Golf Course	7992	S	S
Golf Driving Range	7999	S	
Paint Ball Gaming Facility, outdoor	0000	S	
Private Club or Recreational Facility, other	7997	S	
Public Park	7990	D	D
Public Recreation Facility	7990	D	D
Shooting Range, Indoor	7999	S	
Shooting Range, Outdoor	7999	S	
Special Events Facility	0000	S	
Sport Instructional Schools	7999	S	
Swim & Tennis Club	7997	D	S
Ambulance Service	4119	P	
Cemetery or Mausoleum	0000	D	D
Church	8661	P	D
Day Care Center, Adult (5 or fewer as home occupation)	8322	D	D
Day Care Center, Adult (6 or more)	8322	S	
Day Care Center, Child (5 or fewer as home occupation)	8351	D	D
Day Care Center, Child (6 or more)	8351	S	
Elementary or Secondary School	8211	D	D

Use Type		AG	RS-10
Fire Station	9224	P	P
Police Station, Neighborhood	9221	P	P
Kennels or Pet Grooming	0752	S	
Landscape & Horticultural Services	WCA 0780	S	
Tourist Home, Bed & Breakfast	7011	S	S
Agricultural Chemicals, Pesticides or Fertilizers	WCA 5191	D	
Agricultural Products, Other	5159	D	
Animal & Animal Products, Other	5159	D	
Farm Supplies, Other	5191	D	
Flowers, Nursery Stock & Florist Supplies	WCA 5193	D	
Forest Products	5099	D	
Grain & Field Beans	5153	D	
Livestock	5154	D	
Beneficial Fill Area	0000	D	D
Construction or Demotion Debris (C-D) Landfill, Minor	0000	D	D
Land Clearing & Inert Debris (LCID) Landfill, Major	WCA 0000	S	
Land Clearing & Inert Debris (LCID) Landfill, Minor	0000	D	D
Radio, Television or Communication Tower	0000	D	
Utility Lines & Related Appurtenances	0000	P	P
Utility Substation	0000	D	D
Logging & Wood, Raw Materials	2411	S	
Sawmill or Planing Mills	2420	S	
Agricultural Tourism Facility (minor)	0000	D	
Agricultural Tourism Facility (major)	0000	D	
Automotive Parking, (See Sect. 6-2; Off Street Parking, Stacking and Loading Areas)		P	P
Temporary Construction, Storage or Office; Real Estate Sales or Rental Office (with concurrent building permit for permanent building)	0000	P	P
Temporary Events, including but not limited to, (See Sect. 3-3.3; Event Permit)	0000		
Carnivals & Fairs	0000	P	
Christmas Tree Sales	7999	P	
Concerts, Stage Shows	0000	P	
Outdoor Religious Events	5000	P	
Turkey Shoots	0000	S	

NOTES: WCA= Prohibited in the WCA. See Section 7-3 5(A) WS-III New Landfills which require a NPDS Permit for disposing of treated leachate are prohibited in the WS-III (GWA) Watersheds P=Use by Right D= Development Standards Apply. See Section 6-4 Z=Overlay Zoning Required * = Indicates Additional District Requirements. See Section 4-4 3 (B) or Section 4-11 5 (Town Core Overlay District Standards)



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358
ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

NOTICE OF PUBLIC HEARINGS

November 15, 2013

Dear Summerfield Citizen:

The Town of Summerfield Planning Department has received an application to rezone property located at 3302-R3 Oak Ridge Road, north of the terminus of Briardenn Drive (Birkhaven subdivision), being Guilford County Parcel 0149857.

This parcel, located in Bruce Township, is approximately 25.10 acres (see map on reverse). The parcel is owned by Dorothy Gilmer. The applicants are requesting a rezoning from AG (Agricultural) to RS-40 (Residential).

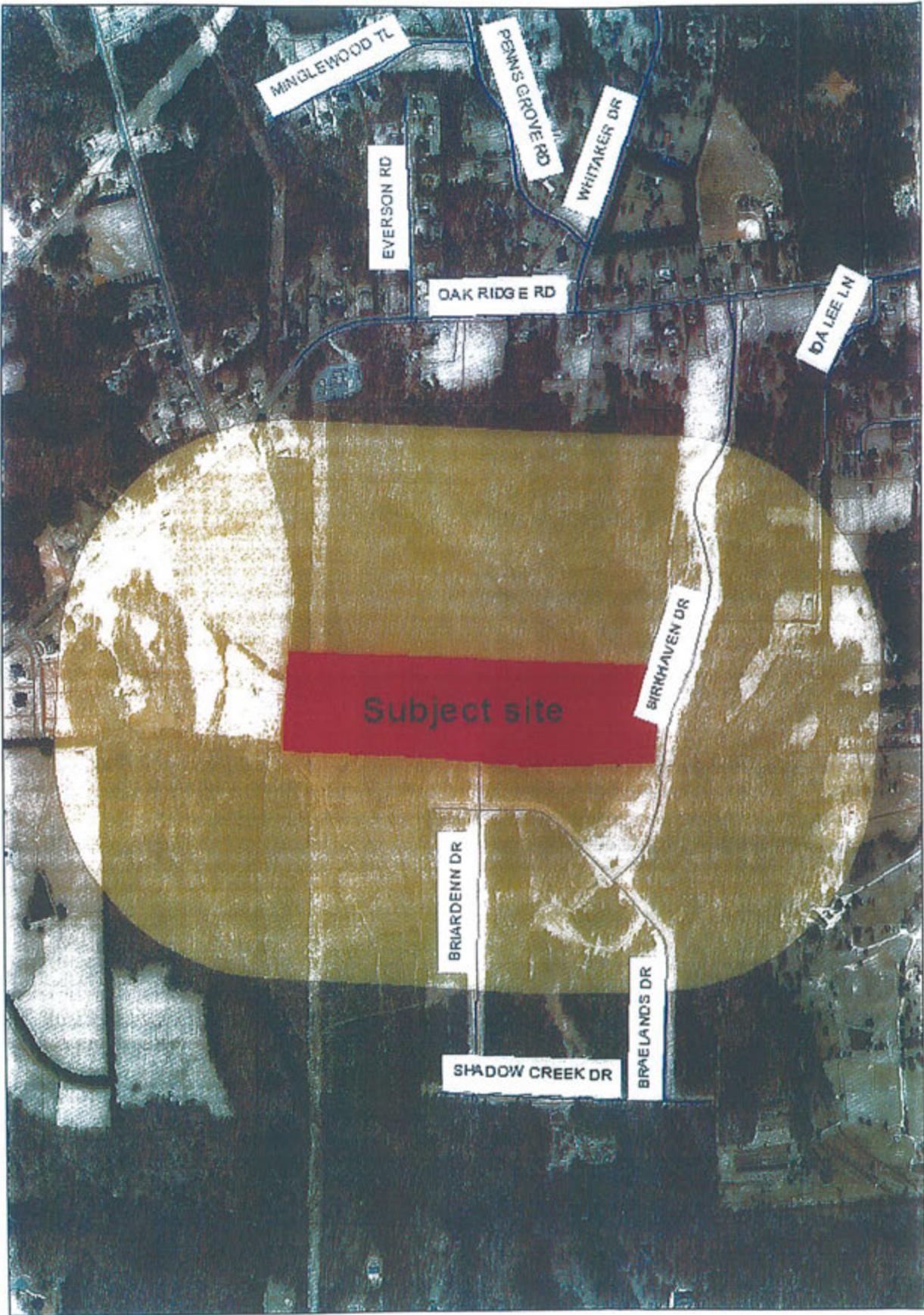
Two public hearings will be held regarding this matter:

1. Zoning Board 11/25/13 meeting, 7:00pm at Summerfield Community Center, 5404 Centerfield Road.
2. Town Council 12/10/13 meeting, 6:30pm at Summerfield Community Center, 5404 Centerfield Road

All property owners within $\frac{1}{4}$ mile of a property proposed for a rezoning or special use permit shall be notified of the public information session and open house as well as subsequent public hearings. The town relies on Guilford County tax records for addresses. Please share this invitation with anyone you feel may be interested in attending.

Sincerely,


Julie Reid
Interim Town Planner



MINGLEWOOD TR

PAINS GROVE RD

WHITAKER DR

EVERSON RD

OAK RIDGE RD

DALEE LN

Subject site

BIRKENHAVEN DR

BRIARDENN DR

BRAELANDS DR

SHADOW CREEK DR

Table 4-3- Permitted Use Schedule Rezoning Case #02-13.

Yellow highlighted are allowed in *current* zoning district. Green highlighted would be allowed in *requested* zoning district.

Use Type		AG	RS-40
Agricultural Production (crops)	0100	P	P
Agricultural Production (livestock)	0200	P	D
Animal Feeder/Breeder	WCA 0210	D	
Animal Services (livestock)	0751	P	
Animal Services (other)	0752	P	
Fish Hatchery	0920	P	
Forestry	0810	P	P
Horticultural Specialties	0180	P	
Veterinary Services (livestock)	0741	S	
Veterinary Services (other)	0742	S	
Boarding & Rooming House, less than 9 residents	7021	S	
Common Recreation & Service Facilities	0000	P	P
Family Care Facility	0000	P	P
Maternal Care Home, 6 or less residents	0000	P	P
Manufactured Dwelling, Class AA	0000	P	Z
Manufactured Dwelling, Class A & B	0000	P	Z
Single Family Detached Dwelling	0000	P	P
Subdivision, Major - Residential	0000		P
Subdivision, Minor - Residential	0000	P	P
Two Family Dwelling (twin home or duplex)	0000	P	
Accessory Dwelling Unit	0000	D	D
Accessory Uses & Structures, Customary (See Section 4-5)	0000	P	P
Caretaker Dwelling	0000	D	
Emergency Shelter	0000	P	P
Home Occupation, including renting of rooms	0000	D	D
Flying Field, Private	0000	S	
Junked Motor Vehicle	0000	D	D
Migrant Labor Housing	0000	D	
Recycling Collection Point	0000	P	D
Rural Family Occupation	0000	S	
Satellite Dish/Communication Tower	0000	D	D
Swimming Pool	0000	D	D
Yard Sale (no more than 3 per year)	0000	P	P
Athletic Fields	0000	S	S
Club or Lodge	8640	S	S
Country Club with Golf Course	7997	D	S
Equestrian Facility	7999	S	S
Golf Course	7992	S	S
Golf Driving Range	7999	S	
Paint Ball Gaming Facility, outdoor	0000	S	
Private Club or Recreational Facility, other	7997	S	
Public Park	7990	D	D
Public Recreation Facility	7990	D	D
Shooting Range, Indoor	7999	S	
Shooting Range, Outdoor	7999	S	
Special Events Facility	0000	S	
Sport Instructional Schools	7999	S	
Swim & Tennis Club	7997	D	S
Ambulance Service	4119	P	
Cemetery or Mausoleum	0000	D	D
Church	8661	P	D
Day Care Center, Adult (5 or fewer as home occupation)	8322	D	D
Day Care Center, Adult (6 or more)	8322	S	
Day Care Center, Child (5 or fewer as home occupation)	8351	D	D
Day Care Center, Child (6 or more)	8351	S	
Elementary or Secondary School	8211	D	D

Use Type		AG	RS-40
Fire Station	9224	P	P
Police Station, Neighborhood	9221	P	P
Kennels or Pet Grooming	0752	S	
Landscape & Horticultural Services	WCA 0780	S	
Tourist Home, Bed & Breakfast	7011	S	S
Agricultural Chemicals, Pesticides or Fertilizers	WCA 5191	D	
Agricultural Products, Other	5159	D	
Animal & Animal Products, Other	5159	D	
Farm Supplies, Other	5191	D	
Flowers, Nursery Stock & Florist Supplies	WCA 5193	D	
Forest Products	5099	D	
Grain & Field Beans	5153	D	
Livestock	5154	D	
Beneficial Fill Area	0000	D	D
Construction or Demotion Debris (C-D) Landfill, Minor	0000	D	D
Land Clearing & Inert Debris (LCID) Landfill, Major	WCA 0000	S	
Land Clearing & Inert Debris (LCID) Landfill, Minor	0000	D	D
Radio, Television or Communication Tower	0000	D	
Utility Lines & Related Appurtenances	0000	P	P
Utility Substation	0000	D	D
Logging & Wood, Raw Materials	2411	S	
Sawmill or Planing Mills	2420	S	
Agricultural Tourism Facility (minor)	0000	D	
Agricultural Tourism Facility (major)	0000	D	
Automotive Parking, (See Sect. 6-2: Off Street Parking, Stacking and Loading Areas)		P	P
Temporary Construction, Storage or Office: Real Estate Sales or Rental Office (with concurrent building permit for permanent building)	0000	P	P
Temporary Events, including but not limited to. (See Sect. 3-3.3; Event Permit)	0000		
Carnivals & Fairs	0000	P	
Christmas Tree Sales	7999	P	
Concerts, Stage Shows	0000	P	
Outdoor Religious Events	5000	P	
Turkey Shoots	0000	S	

NOTES: WCA= Prohibited in the WCA. See Section 7-3 5(A) WS-III New Landfills which require a NPDS Permit for disposing of treated leachate are prohibited in the WS-III (GWA) Watersheds. P=Use by Right D= Development Standards Apply. See Section 6-4 Z=Overlay Zoning Required *= Indicates Additional District Requirements. See Section 4-4 3 (B) or Section 4-11 5 (Town Core Overlay District Standards)



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358
ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

NOTICE OF PUBLIC HEARINGS

December 3, 2013

Dear Summerfield Citizen:

The Town of Summerfield Planning Department has received an application to rezone property located at 3302-R3 Oak Ridge Road, north of the terminus of Briardenn Drive (Birkhaven Subdivision), being Guilford County Parcel 0149857.

This parcel, located in Bruce Township, is approximately 25.10 acres (see map on reverse). The parcel is owned by Dorothy Gilmer. The applicants are requesting a rezoning from AG (Agricultural/Watershed) to RS-40 (Residential/Watershed).

The Zoning Board held a public hearing on this matter during their 11/25/13 meeting, during which they voted unanimously for approval with conditions.

The Town Council will hold a public hearing on this matter during a special call meeting 12/17/13 meeting, 6:30pm at Summerfield Town Hall, 4117 Oak Ridge Road.

All property owners within 1/4 mile of a property proposed for a Rezoning or Special Use Permit shall be notified of the public information session and open house as well as subsequent public hearings. The town relies on Guilford County tax records for addresses. Please share this invitation with anyone you feel may be interested in attending.

Sincerely,



Julie Reid
Interim Town Planner



Subject site

MINDLE HOLLOW TL

EVERSON RD

DARK RIDGE RD

PONDS GROVE RD

WHITAKER DR

DA LEE LN

SISSETON DR

BRAEKERN DR

BRAELANDS DR

SHADOW CREEK DR

Table 4-3- Permitted Use Schedule Rezoning Case #02-13.
Yellow highlighted are allowed in current zoning district. Green highlighted would be allowed in requested zoning district.

Use Type		AG	RS-40
Agricultural Production (crops)	0100	P	P
Agricultural Production (livestock)	0200	P	D
Animal Feeder/Breeder	WCA 0210	D	
Animal Services (livestock)	0751	P	
Animal Services (other)	0752	P	
Fish Hatchery	0920	P	
Forestry	0810	P	P
Horticultural Specialties	0180	P	
Veterinary Services (livestock)	0741	S	
Veterinary Services (other)	0742	S	
Boarding & Rooming House, less than 9 residents	7021	S	
Common Recreation & Service Facilities	0000	P	P
Family Care Facility	0000	P	P
Maternal Care Home, 6 or less residents	0000	P	P
Manufactured Dwelling, Class AA	0000	P	Z
Manufactured Dwelling, Class A & B	0000	P	Z
Single Family Detached Dwelling	0000	P	P
Subdivision, Major - Residential	0000	P	P
Subdivision, Minor - Residential	0000	P	P
Two Family Dwelling (twin home or duplex)	0000	P	
Accessory Dwelling Unit	0000	D	D
Accessory Uses & Structures, Customary (See Section 4-5)	0000	P	P
Caretaker Dwelling	0000	D	
Emergency Shelter	0000	P	P
Home Occupation, including renting of rooms	0000	D	D
Flying Field, Private	0000	S	
Junked Motor Vehicle	0000	D	D
Migrant Labor Housing	0000	D	
Recycling Collection Point	0000	P	D
Rural Family Occupation	0000	S	
Satellite Dish/Communication Tower	0000	D	D
Swimming Pool	0000	D	D
Yard Sale (no more than 3 per year)	0000	P	P
Athletic Fields	0000	S	S
Club or Lodge	8640	S	S
Country Club with Golf Course	7997	D	S
Equestrian Facility	7999	S	S
Golf Course	7992	S	S
Golf Driving Range	7999	S	
Paint Ball Gaming Facility, outdoor	0000	S	
Private Club or Recreational Facility, other	7997	S	
Public Park	7990	D	D
Public Recreation Facility	7990	D	D
Shooting Range, Indoor	7999	S	
Shooting Range, Outdoor	7999	S	
Special Events Facility	0000	S	
Sport Instructional Schools	7999	S	
Swim & Tennis Club	7997	D	S
Ambulance Service	4119	P	
Cemetery or Mausoleum	0000	D	D
Church	8661	P	D
Day Care Center, Adult (5 or fewer as home occupation)	8322	D	D
Day Care Center, Adult (6 or more)	8322	S	
Day Care Center, Child (5 or fewer as home occupation)	8351	D	D
Day Care Center, Child (6 or more)	8351	S	
Elementary or Secondary School	8211	D	D

Use Type		AG	RS-40
Fire Station	9224	P	P
Police Station, Neighborhood	9221	P	P
Kennels or Pet Grooming	0752	S	
Landscape & Horticultural Services	WCA 0780	S	
Tourist Home, Bed & Breakfast	7011	S	S
Agricultural Chemicals, Pesticides or Fertilizers	WCA 5191	D	
Agricultural Products, Other	5159	D	
Animal & Animal Products, Other	5159	D	
Farm Supplies, Other	5191	D	
Flowers, Nursery Stock & Florist Supplies	WCA 5193	D	
Forest Products	5099	D	
Grain & Field Beans	5153	D	
Livestock	5154	D	
Beneficial Fill Area	0000	D	D
Construction or Demotion Debris (C-D) Landfill, Minor	0000	D	D
Land Clearing & Inert Debris (L-CID) Landfill, Major	WCA 0000	S	
Land Clearing & Inert Debris (L-CID) Landfill, Minor	0000	D	D
Radio, Television or Communication Tower	0000	D	
Utility Lines & Related Appurtenances	0000	P	P
Utility Substation	0000	D	D
Logging & Wood, Raw Materials	2411	S	
Sawmill or Planing Mills	2420	S	
Agricultural Tourism Facility (minor)	0000	D	
Agricultural Tourism Facility (major)	0000	D	
Automotive Parking, (See Sect. 6-2; Off Street Parking, Stacking and Loading Areas)		P	P
Temporary Construction, Storage or Office; Real Estate Sales or Rental Office (with concurrent building permit for permanent building)	0000	P	P
Temporary Events, including but not limited to... (See Sect. 3-3.3; Event Permit)	0000		
Carnivals & Fairs	0000	P	
Christmas Tree Sales	7999	P	
Concerts, Stage Shows	0000	P	
Outdoor Religious Events	5000	P	
Turkey Shoots	0000	S	

NOTES: WCA= Prohibited in the WCA. See Section 7-3 5(A) WS-III New Landfills which require a NPDES Permit for disposing of treated leachate are prohibited in the WS-III (GWA) Watersheds. P= Use by Right D= Development Standards Apply. See Section 6-4 Z=Overlay Zoning Required * = Indicates Additional



Town Hall, POB 979, 1017 Oak Ridge Road, Summerfield, NC 27158

Phone: 336-633-8655

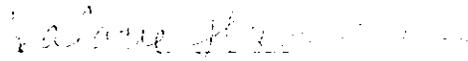
Fax: 336-633-3654

www.summerfieldgov.com

CERTIFICATION OF ZONING NOTIFICATION
NOVEMBER 15, 2013, REZONING CASE #02-13

This is to certify that the owners(s) of that parcels of land in Rezoning Case #02-13 as shown on the County Tax Map for the affected parcel 0149857 and the owners(s) of all the parcels of land abutting and within a quarter mile of the parcels as shown on the County Tax Map were mailed a notice of public hearing for the proposed rezoning by First Class Mail at the last address listed for such owners(s) on the Guilford County Tax Abstracts. The notice was mailed on November 15, 2013.

On this the 15th day of September 2013, I, Valarie Halvorsen, Town Clerk, official custodian of Town documents, attest to the above statement.


Valarie Halvorsen, Town Clerk

Owner	Mail Address	Mail City	Mail	Mail Zip
BAKER, MICHAEL D. BAKER, PAMELA D.	3019 OAK RIDGE RD	SUMMERFIELD	NC	27358
BIRKHAVEN HOME OWNERS ASSOCIATION INC	713 SOUTH MARSHALL ST	WINSTON SALEM	NC	27101
BURNETT, JAMES H. SOUL, BURNETT, FLORENCE S.	2919 OAK RIDGE RD	OAK RIDGE	NC	27310
CURTIS, CONSTANCE M.	7765 EVERSHED RD	SUMMERFIELD	NC	27358
DOSNEY, CONSTRUCTION CO	7040 S 821	OAK RIDGE	NC	27310
DUKE POWER CO FAX DEPT 6B05B	122 S CHURCH ST	CHARLOTTE	NC	28212
FAVERELL, CHARLES RICHARD, FAVERELL, PHYLLIS D.	3318 OAK RIDGE RD	SUMMERFIELD	NC	27358
FAXM, CHARLES E. FAXM, CLARA F.	127 LINCOLN CT	RALEIGH	NC	27610
FRIDDEL, ANNE COMPANY INC	7489 SUMMERFIELD DR	SUMMERFIELD	NC	27358
FUNDERBORK, BRENDAN M.	7755 BRIDGEBANK RD	SUMMERFIELD	NC	27358
GEMER, DOROTHY	6676 COUNTRY PL	AUSTIN	TX	78768
GRIFFITH AMCO TRAC CORP	7026 CARRIAGE COVE DR	OAK RIDGE	NC	27310
KELLY, MERIC BARO, KELLY, EMMETT	7026 CARRIAGE COVE DR	OAK RIDGE	NC	27310
LAMBETH, MICKIE D., LAMBETH, WARD S.	6105 OAK GLEN CT	SUMMERFIELD	NC	27358
LANDRELL, BILLY K.	3125 OAK RIDGE RD	SUMMERFIELD	NC	27358
LEE, ASQUITH M.	7108 W. VANCE LN	SUMMERFIELD	NC	27358
LEE, BRETT C.	7411 DUNSTON LN	SUMMERFIELD	NC	27358
LEE, ROGER A. LEE, BRIGITTE A.	7115 HAVELI PLANT	SUMMERFIELD	NC	27358
MAHES, MARY B.	7007 BELFORD RD	SUMMERFIELD	NC	27358
MOSKEL, SANDRA GARRIS	3011 OAK RIDGE RD	SUMMERFIELD	NC	27358
MOSKEL, SANDRA GARRIS	3031 OAK RIDGE RD	SUMMERFIELD	NC	27358
PLUGG, PATRICIA B.	7000 WHITE LEE RD	SUMMERFIELD	NC	27358
RK INVESTMENT PROPERTY INC	100 BOX 999	SUMMERFIELD	NC	27358
RANSOM, DONALD, RANSOM, DOLLY ASH L.	3777 OAK RIDGE DR	SUMMERFIELD	NC	27358
RAY REALTY CONSTRUCTION COMPANY INC	715 W. ASHEMOUNT CAMPUS	KANSAS CITY	MO	64124
RAY, CHRIS B.	3106 OAK RIDGE RD	SUMMERFIELD	NC	27358
ROCK, CHRISTOPHER, ROCK, JOHNNIE	7091 D. PISCATAWAY DR	ROCKSBORO	NC	27455
SMITH, BRIAN W., SMITH, COURTNEY P.	7023 CARRIAGE COVE DR	SUMMERFIELD	NC	27358
SMITH, HENRY C. SMITH, BARBARA JOYCE	3002 OAK RIDGE DR	SUMMERFIELD	NC	27358
SUTTON, COLLEEN S. SUTTON, LINDA H.	4603 BRIANVILLE VA	COLLETS WORTH	NC	27410
TALLEY, MARY CLOVE, TALLEY, SARAH ANN ETC	7127 98TH ST	SUMMERFIELD	NC	27359
VIN, BIRKHAVEN LLC	213 SOUTH MARSHALL ST	WINSTON SALEM	NC	27101
WEDDE, RENEE BROWN	7000 BELFORD RD	SUMMERFIELD	NC	27358
WELTER, RICHARD H. WELTER, HEATHER K.	7045 BELFORD RD	SUMMERFIELD	NC	27358
WHEELY, PAMELA B.	7010 WHITE LEE RD	SUMMERFIELD	NC	27358
WYBLE, THOMAS NORMAN, WYBLE, TENSIE	3017 OAK RIDGE RD	SUMMERFIELD	NC	27358



September 13, 2013

RE: Site Analysis / Environmental Inventory – Dorothy Gilmer Tract

In accordance with the Town of Summerfield Development Ordinance, Land Solutions has prepared this site analysis in conjunction with a request to rezone approximately 25.001 acres from AG to RS-40.

Site Details

This tract is located north of the terminus of Briardenn Drive within the Birkhaven Subdivision. The entire tract is located within the Greensboro General Water Supply Watershed, Reedy Fork, WS III. This site consists of rolling topography, some steep slope areas, and one stream. There are no areas on this tract that are located within a designated flood zone. There are no agricultural or forestry uses or programs on the property. There are no existing improvements on this tract except for some woven wire fencing. Soil types are primarily Cecil and Madison, which support the type of development proposed. In determining the priorities for Primary and Secondary Conservation Areas, the following documents (Attached) were reviewed by Land Solutions staff:

- National Wetlands Inventory Maps
- Guilford County Soil Survey
- Natural Heritage Inventory of Guilford County
- Flood Insurance Rate Maps (FEMA)
- USGS Topographic Map
- Northwest Area Plan
- Town of Summerfield Development Ordinance

There are no documented wetlands, historic sites, archaeological sites or critical habitat areas located on this property as identified on any of the reference documents. Site features defined by the Town of Summerfield Development Ordinance as Primary Conservation areas are identified on the Rezoning Sketch Map.

The proposed Open Space areas as shown on the Rezoning Sketch map were determined from site visits by Land Solutions staff, the proposed developer and consultation with the Town of Summerfield Planning Department.

Primary and Secondary Conservation Areas

This site is being proposed as a RS-40 District. The Open Space requirements in the RS-40 District for subdivisions that have between 5 and 24 building lots are 10% or 2.500 Acres. The Primary Conservation Areas on this site consist of the perennial stream, stream buffers, required drainage easements and steep slope areas as shown on the Rezoning Sketch Plan. The total Open Space proposed totals 6.328 Acres or 25.3% of the site. Due to the available Primary

K:\2013 Projects\13800008\Docs\Environmental Inventory.doc

Conservation Areas exceeding the Open Space requirements, Secondary Conservation Areas were not identified on the Rezoning Sketch Plan.

Conclusions and Development Strategy

As shown on the Rezoning Sketch Plan, the designated Open Space and Common Areas will provide for the protection and preservation of the Primary Conservation Area features in accordance with the Town of Summerfield Development Ordinance.

This plan meets or exceeds the goals and specifications of the Town of Summerfield Development Ordinance, the Town of Summerfield Long Term Plan and the RS-40 Residential District. It should be noted that the required open space is 10% and 25.3% open space is provided by this plan.

Should anyone wish to visit the property, please contact Land Solutions to arrange access to the property.

If you have any questions or require further information, please feel free to contact us.

Sincerely,


Christopher M. Rohrer, PLS
President

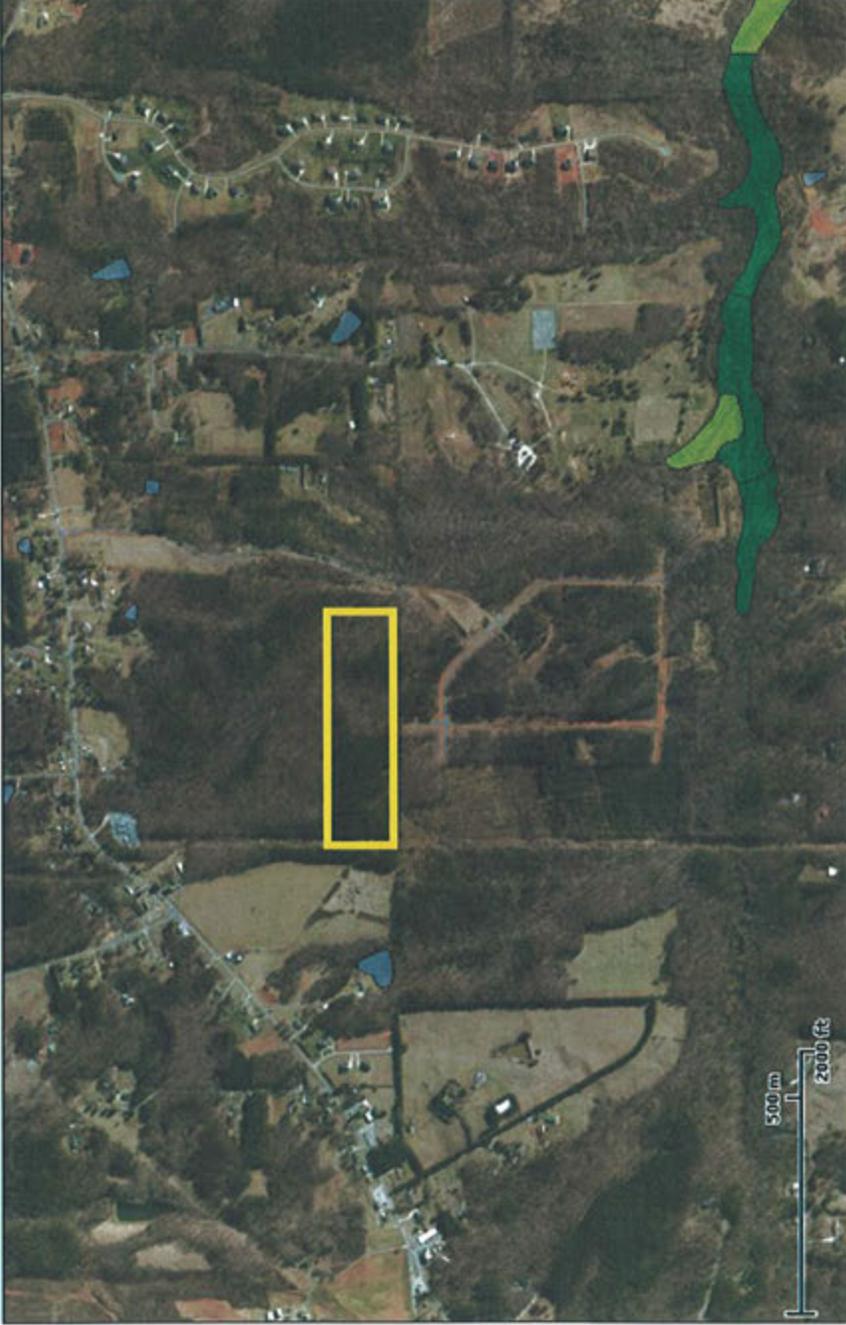


U.S. Fish and Wildlife Service

National Wetlands Inventory

Birkhaven - Phase
Six

Oct 22, 2013

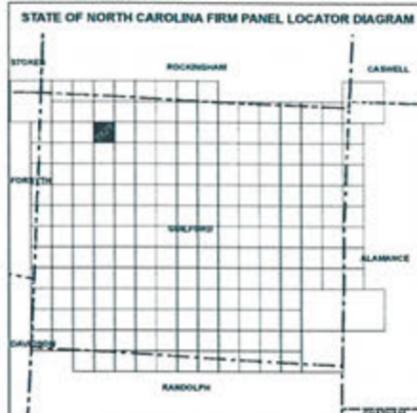


Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



DATUM INFORMATION

The projection used in the preparation of this map was the North Carolina State Plane (NAD83) 3200. The horizontal datum was the North American Datum of 1983 (NAD83) ellipsoid. Differences in datum ellipsoid projection or Universal Transverse Mercator zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdictional boundaries. These differences do not affect the accuracy of the FIRM. All coordinates on this map are in U.S. Survey Feet where 1 U.S. Survey Foot = 1.20032165 meters.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. An average offset between NAVD 88 and the National Geodetic Vertical Datum of 1929 (NGVD 29) has been computed for each North Carolina county. This offset was then applied to the NGVD 29 flood elevations that were not revised during the creation of this statewide formal FIRM. The offsets for each county shown on this FIRM panel are shown in the vertical datum offset table below. Where a county boundary and a flooding source with unrevised NGVD 29 flood elevations are coincident, an individual offset has been calculated and applied during the creation of this statewide formal FIRM. See Section 6.5 of the accompanying Flood Insurance Study report to obtain further information on the conversion of elevations between NAVD 88 and NGVD 29. To obtain current elevation, description and/or location information for bench marks shown on this map, please contact the North Carolina Geodetic Survey at the address shown below. You may also contact the Information Services Branch of the National Geodetic Survey at (301) 713-3343, or visit its website at <http://www.ngs.noaa.gov>.

County	Average Vertical Datum Offset Table
Alamance	0.00
Ashe	0.00
Beaufort	0.00
Bladen	0.00
Chatham	0.00
Cherokee	0.00
Columbus	0.00
Dare	0.00
Davidson	0.00
DeWitt	0.00
Dobson	0.00
Franklin	0.00
Gaston	0.00
Guilford	0.00
Harnett	0.00
Henderson	0.00
Hertford	0.00
Johnston	0.00
Lincoln	0.00
Martin	0.00
McHenry	0.00
Mecklenburg	0.00
Mooresville	0.00
Northampton	0.00
Onslow	0.00
Orange	0.00
Randolph	0.00
Rockingham	0.00
Rowan	0.00
Sandhills	0.00
Stokes	0.00
Swain	0.00
Taylorsville	0.00
Town of Stokely	0.00
Wake	0.00
Wayne	0.00
Yamhill	0.00

North Carolina Geodetic Survey
121 West Jones Street
Raleigh, NC 27601
(919) 723-3636
<http://www.ncgs.gov>

All streams listed in the Flood Hazard Data Table below were studied by detailed methods using field survey. Other flood hazard data shown on this map may have been derived using either a coastal analysis or limited detailed stream analysis. More information on the flooding sources studied by these analyses is contained in the Flood Insurance Study report.

Stream Section	Stream Shape	Flood Depth (ft)	1% Annual Chance Flood Elevation (ft NAVD 88)	50-year Annual Exceedance Flood Elevation (ft NAVD 88)
HAWK RIVER (STREAM NO. 46)				
4785	478.530	NA	770.2	580



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, VE, and VLE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A Areas of Special Flood Hazard where the Base Flood Elevation is determined.

ZONE AE Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of altered sea-leveling, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE ARF Areas to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE D Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary defining Special Flood Hazard Area Zones and boundaries defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
Base Flood Elevation bar and value, elevation in feet
Base Flood Elevation value where uniform within zone; elevation in feet
Elevated to the North American Vertical Datum of 1988
Cross section line
Township line
Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
200-foot grid values North Carolina State Plane coordinate system (FIPS/USGS Zone 18 North America 83 datum)
North Carolina County, Town, and Precinct boundaries (see explanation in the Datum Information section of the FIRM panel)
National Geodetic Survey bench mark (see explanation in the Datum Information section of the FIRM panel)
Sea level

MAP SCALE 1" = 500' (1 : 1,000)

GRID NORTH

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 7829J

FIRM FLOOD INSURANCE RATE MAP NORTH CAROLINA

PANEL 7829

ONE LOCATOR SHEET OR MAP INDEX FOR FIRM PANEL LOCATOR.

COUNTY	TOWNSHIP	PRECINCT	SHEET
GUARD COUNTY	37211	763	1
STOKELY TOWNSHIP	37048	763	2
STOKELY TOWNSHIP	37048	763	3

EFFECTIVE DATE JUNE 18, 2007
MAP NUMBER 3710782900J

State of North Carolina
Federal Emergency Management Agency

The digital Flood Insurance Rate Map (FIRM) was produced through a unique cooperative partnership between the State of North Carolina and the Federal Emergency Management Agency (FEMA). The State of North Carolina has implemented a long term approach of floodplain management to decrease the costs associated with flooding. This is demonstrated by the State's commitment to map floodplain areas at the local level. As a part of this effort, the State of North Carolina has joined in a Cooperative Technical State agreement with FEMA to produce and maintain this digital FIRM.

www.ncfloodmaps.com

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles, Floodway Data, Limited Detailed Flood Hazard Data, and/or Summary of Elevation Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies the FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of regulatory floodways shown on the FIRM for flooding sources studied by detailed methods were computed at cross sections and extrapolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data for flooding sources studied by detailed methods as well as non-encroachment widths for flooding sources studied by limited detailed methods are provided in the FIS report for this jurisdiction. The FIS report also provides instructions for determining a floodway using non-encroachment widths for flooding sources studied by limited detailed methods.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 4.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

Base map information and geospatial data used to develop this FIRM were obtained from various organizations, including the participating local community(ies), state and federal agencies, and/or other sources. The primary base for this FIRM is aerial imagery acquired by Guilford County. The time period of collection for the imagery is 2003. Information and geospatial data supplied by the local community(ies) that met FEMA base map specifications were considered the preferred source for development of the base map. See geospatial metadata for the associated digital FIRM for additional information about base map preparation.

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An accompanying Flood Insurance Study report, Letter of Map Revision (LOMR) or Letter of Map Amendment (LOMA) revising portions of this panel, and digital versions of this FIRM may be available. Visit the North Carolina Floodplain Mapping Program website at <http://www.ncfloodmaps.com>, or contact the FEMA Map Service Center at 1-800-368-5848 for information on all related products associated with this FIRM. The FEMA Map Service Center may also be reached by Fax at 1-800-368-6020 and its website at <http://www.fema.gov>.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contain authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program data for each community as well as a listing of the panels on which each community is located.

If you have questions about this map, or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2427) or visit the FEMA website at <http://www.fema.gov>.

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MAP REPOSITORY
Refer to listing of Map Repositories on Map Index or <http://www.fema.gov>

EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP PANEL
JUNE 18, 2007

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to statewide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent, the North Carolina Division of Emergency Management, or the National Flood Insurance Program at the following phone numbers or website.

NC Division of Emergency Management
919-715-6000 www.ncem.gov

National Flood Insurance Program
1-800-368-5848 <http://www.fema.gov>



DATUM INFORMATION

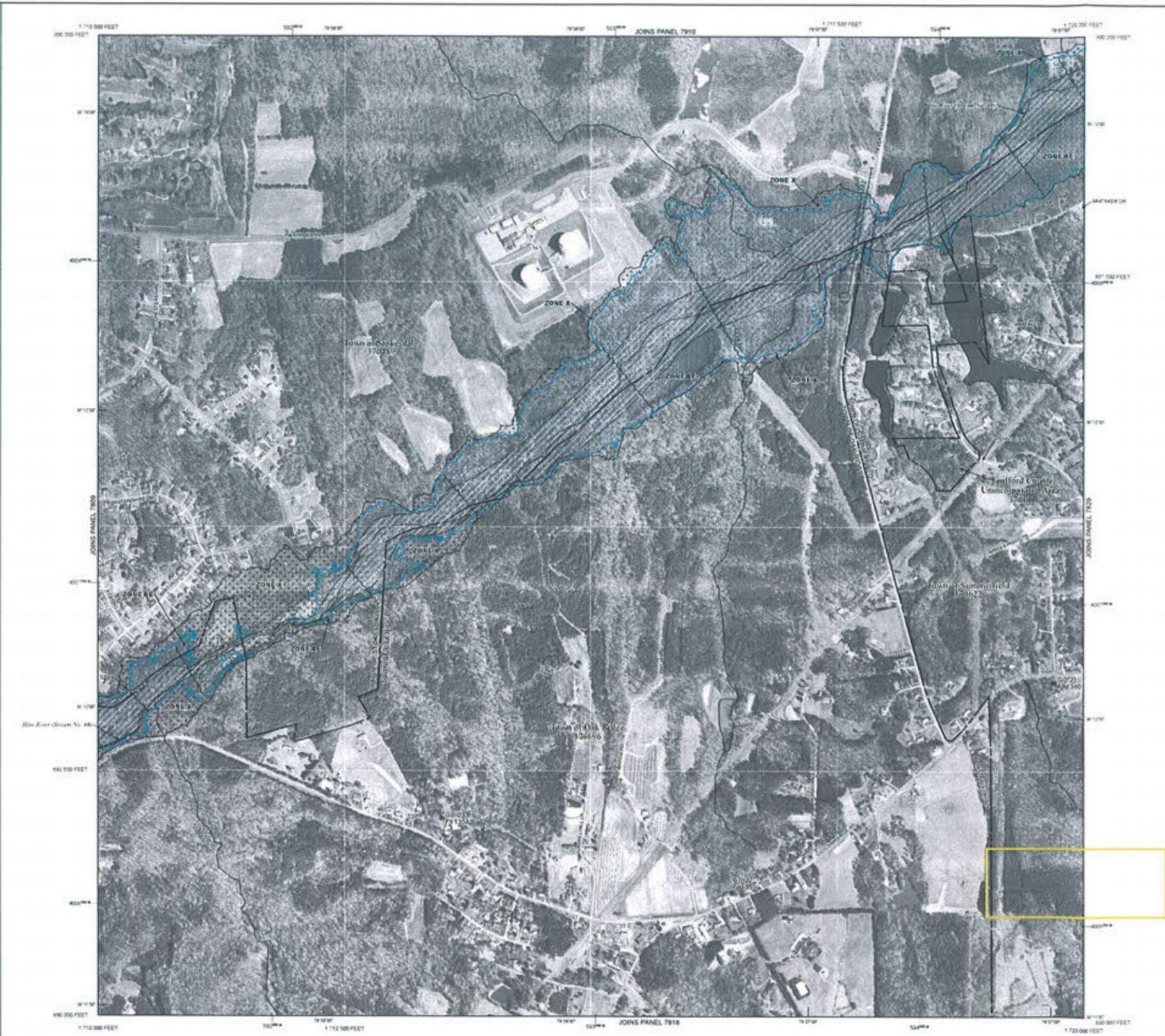
The projection used in the preparation of this map was the North Carolina State Plane (SPROJZONE 1000). The horizontal datum was the North American Datum of 1983 (NAD83) ellipsoid. Differences in datum, ellipsoid, projection, or Universal Transverse Mercator zones used in the production of FIRMS for adjacent jurisdictions may result in slight positional differences in map features across jurisdictional boundaries. These differences do not affect the accuracy of the FIRM. All coordinates on this map are in U.S. Survey Feet, where 1 U.S. Survey Foot = 1.2003937 meters.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. An average offset between NAVD 88 and the National Geodetic Vertical Datum of 1929 (NGVD 29) has been computed for each North Carolina county. This offset was then applied to the NGVD 29 flood elevations that were not revised during the creation of the statewide formal FIRM. The offsets for each county shown on this FIRM panel are shown in the vertical datum offset table below. Where a county boundary and a flooding source with unrevised NGVD 29 flood elevations are coincident, an individual offset has been calculated and applied during the creation of the statewide formal FIRM. See Section 6.1 of the accompanying Flood Insurance Study report to obtain further information on the conversion of elevations between NAVD 88 and NGVD 29. To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the North Carolina Geodetic Survey at the address shown below. You may also contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

County	Average Vertical Datum Offset Table						
North Carolina Geodetic Survey 121 West Jones Street Raleigh, NC 27601 (919) 733-3636 www.ngs.noaa.gov	<table border="1"> <thead> <tr> <th>County</th> <th>Vertical Datum Offset</th> </tr> </thead> <tbody> <tr> <td>ALAMANCE</td> <td>4.11</td> </tr> <tr> <td>Example: NAVD 88 + NGVD 29 = +0.11</td> <td></td> </tr> </tbody> </table>	County	Vertical Datum Offset	ALAMANCE	4.11	Example: NAVD 88 + NGVD 29 = +0.11	
County	Vertical Datum Offset						
ALAMANCE	4.11						
Example: NAVD 88 + NGVD 29 = +0.11							

All streams listed in the Flood Hazard Data Table below were studied by detailed methods using 540 survey. Other flood hazard data shown on this map may have been derived using either a coastal analysis or limited detailed riverine analysis. More information on the flooding sources studied by these analyses is contained in the Flood Insurance Study report.

Stream Section	Stream Order	Flood Discharge (cfs)	1% Annual Chance Flood Water-Surface Elevation (feet NAVD 88)	1% Annual Chance Flood Depth (feet above ground)
HAW RIVER (STREAM NO. 44)				
4847	484.110	NA	785.1	426



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AD, AR, VE, X, and D. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevation determined.

ZONE AE Base Flood Elevation determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of parking); Base Flood Elevation determined.

ZONE AD Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of abraded fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently dismantled. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE APP Areas to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevation determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain area that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 1% annual chance floodplain.

ZONE D Areas in which flood hazards are uncommon, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundaries showing Special Flood Hazard Area Zones and boundaries showing Special Flood Hazard Areas of different Base Flood Elevation, flood depths or flood velocities
Base Flood Elevation line and value, elevation in feet
Base Flood Elevation value where uniform within zone, elevation in feet
Elevation in feet
Zone section line
Traverse line
Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
3000-meter Universal Transverse Mercator grid (zone 17)
3000-foot grid values, North Carolina State Plane coordinate system (SPROJZONE 1000, State Plane NAD 83 feet)
North Carolina Geodetic Survey bench mark (see explanation in the Datum Information section of the FIRM panel)
National Geodetic Survey bench mark (see explanation in the Datum Information section of the FIRM panel)
Base flood

GRID NORTH
MAP SCALE 1" = 500' (1 : 6,000)

Cooperating Technical State

This digital Flood Insurance Rate Map (FIRM) was produced through a unique cooperative partnership between the State of North Carolina and the Federal Emergency Management Agency (FEMA). The State of North Carolina has implemented a long-term approach of floodplain management to decrease the costs associated with flooding. This is demonstrated by the State's commitment to map floodplain areas at the local level. As a part of this effort, the State of North Carolina has joined in a Cooperating Technical State agreement with FEMA to produce and maintain this digital FIRM.

www.ncfloodmaps.com

NOTES TO USERS

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MAP REPOSITORY
Refer to listing of Map Repositories on Map Index at www.ncfloodmaps.com

EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP PANEL
JUNE 18, 2007

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

MAP REPOSITORY
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NC Division of Emergency Management
3115-114-6000 www.ncemergency.com

National Flood Insurance Program
1-800-358-6016 www.fema.gov

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 7819J

FIRM
FLOOD INSURANCE RATE MAP
NORTH CAROLINA

PANEL 7819

SEE LOCATOR (ENCLAVE OR MAP INDEX) FOR FIRM PANEL LOCATION

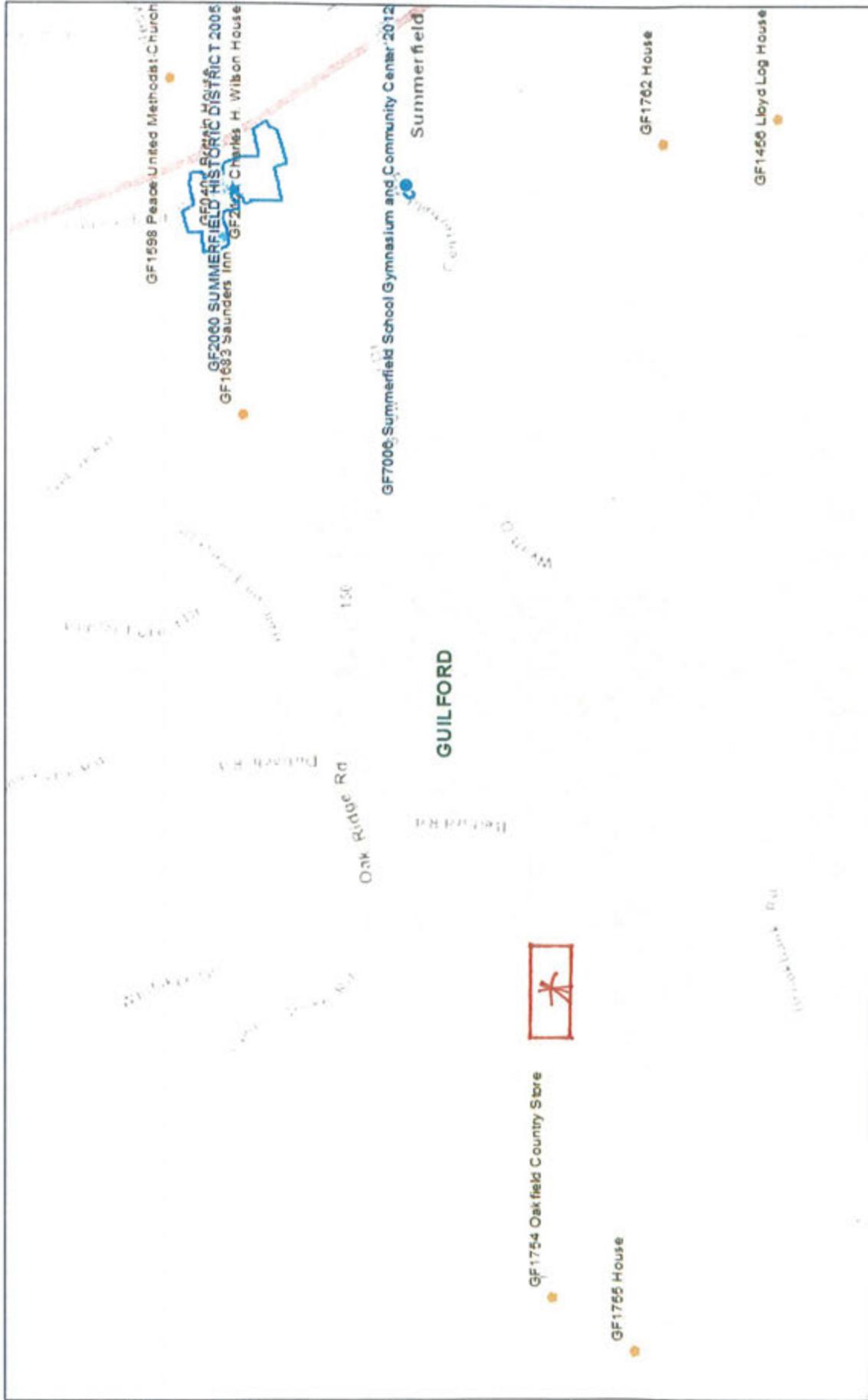
COMMUNITY	DATE	PANEL	STATUS
JAYHORN COUNTY	3/27/11	7819	+
LOWELL TOWN OF	3/27/11	7819	+
STOKESVILLE TOWN OF	3/27/11	7819	+
SUNNYSIDE TOWN OF	3/27/11	7819	+

EFFECTIVE DATE
JUNE 18, 2007

MAP NUMBER
3710781900J

State of North Carolina
Federal Emergency Management Agency

NC Historic Register



October 22, 2013

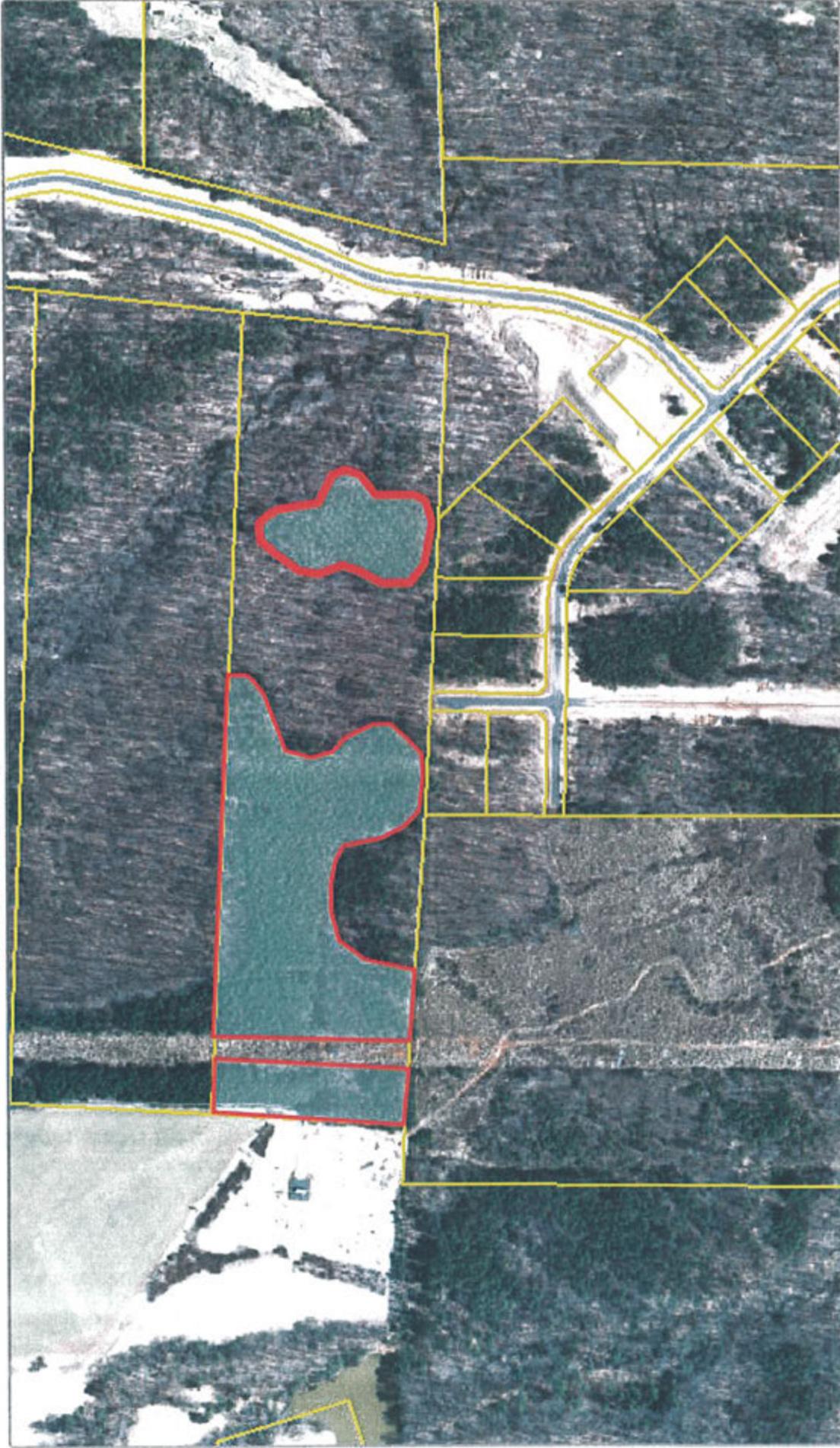
- NR Individual Listing
- ★ NR Listing, Gone
- ★ NRHD Center Point

1:31,598



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri, Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

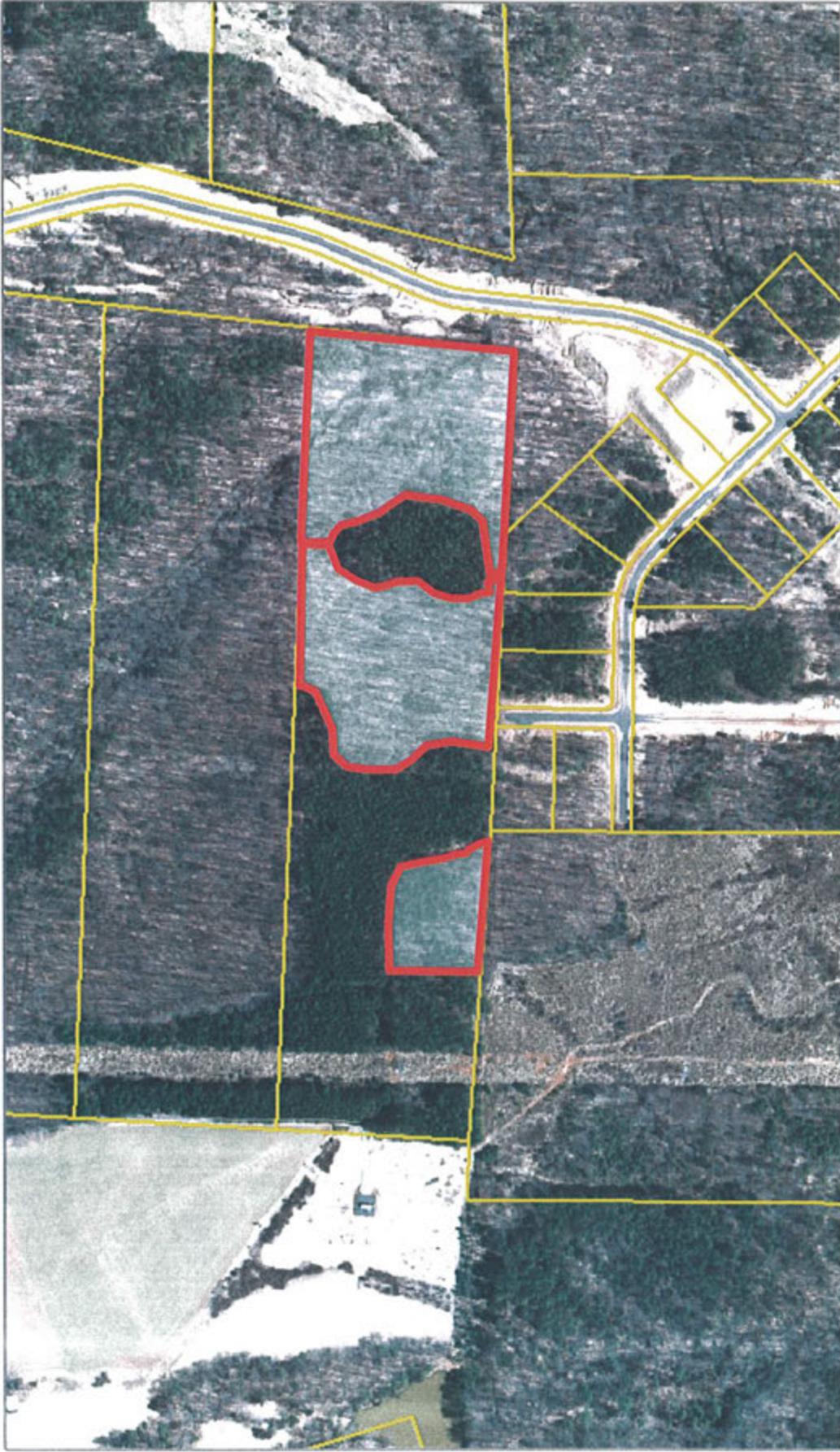
Woodlands (Evergreens) - 11.39 Acres +/-



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Map Scale
1 inch = 400 feet
12/13/2013

Woodlands (Hardwoods) - 12.61 Acres +/-



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12/13/2013

Brush / Grass (Transmission Line) - 1.0 Acre +/-



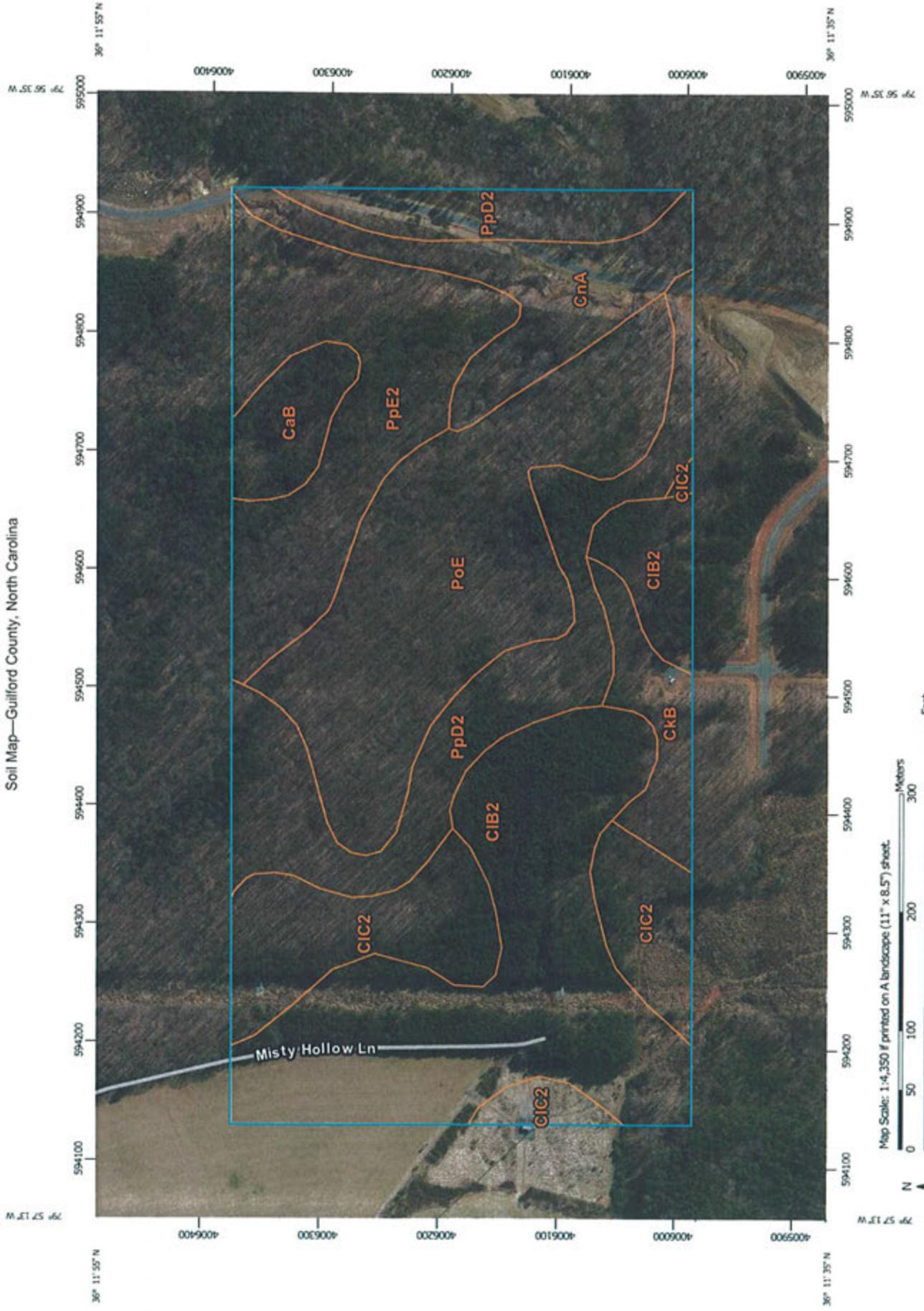
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Map Scale

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12/13/2013

Soil Map—Guilford County, North Carolina



MAP LEGEND

-  Area of Interest (AOI)
-  Area of Interest (AOI)
-  Soils
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Guilford County, North Carolina
 Survey Area Data: Version 11, Jul 5, 2012

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 10, 2010—Apr 30, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Guilford County, North Carolina (NC081)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CaB	Casville sandy loam, 2 to 6 percent slopes	2.3	3.0%
CkB	Clifford sandy loam, 2 to 6 percent slopes	2.6	3.4%
CIB2	Clifford sandy clay loam, 2 to 6 percent slopes, moderately eroded	18.8	24.7%
CIC2	Clifford sandy clay loam, 6 to 10 percent slopes, moderately eroded	8.7	11.4%
CnA	Codorus loam, 0 to 2 percent slopes, frequently flooded	5.6	7.3%
PoE	Poplar Forest sandy loam, 15 to 35 percent slopes	15.5	20.2%
PpD2	Poplar Forest clay loam, 10 to 15 percent slopes, moderately eroded	12.3	16.1%
PpE2	Poplar Forest clay loam, 15 to 25 percent slopes, eroded	10.6	13.9%
Totals for Area of Interest		76.4	100.0%

No Undocumented Areas of Potential Significance, Public/Private Recreational Areas or Scenic Views



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Map Scale

1 inch = 400 feet
12/13/2013

Town of Summerfield Development Ordinance

Table 7-2-4
Residential Score sheet

Maximum Points	Factor	Point Value	Points Earned
20	1. Zone: Ag or Rs-40	10	10
	PD-R (Single Family Detached & Cluster)	15	
	PD-R (Cluster Exclusively)	20	
25	2. Built-upon Area:		
	0 - 3%	25	
	3 - 7%	20	
	7 - 10%	15	
	10 - 15%	10	10
25	3. Proximity to Floodway as Defined By The Federal Insurance Administration: More than 2000 feet	25	25
	1000-2000 feet	20	
	500-1000 feet	15	
	100-500 feet	10	
	50-100 feet	5	
10	4. Soil Type as Defined on pg. 29 and Table 7. pg. 57 Guilford County Soil Survey: Slight	10	
	Moderate	5	
25	5. Drainage – Protect and Use Natural Drainageways		
	Piped or Improved Drainage With Rip-Rap	5	
	Dispersed Drainage or Protected Drainageways	10	
	Dispersed Drainage and Protected Drainageways	20	20
	Enhanced and Protected Natural Drainageways	25	
25	6. Slope – Low Percentage of Slope: 0-6% Average Slope of Subdivision or Lot	25	
	6-10%	20	20
	10-15%	5	
25	7. Land Cover – High Percentage of Natural and Stabilizing Vegetation	25	
	50' Stream Buffer and Natural or stabilizing vegetation on greater than 25% of the lot		
	50' Stream Buffer and Natural or stabilizing vegetation on 15 - 25% of the lot	20	20
	50' Stream Buffer and Natural or stabilizing vegetation on 10 - 15% of the lot	15	
	Natural or stabilizing vegetation between units and water	10	
	Ornamental lawn on greater than 5% of the lot	5	
25	8. Run-off Control Strategies: Maximum Runoff Control	25	
	Moderate Runoff Control	20	
	Runoff control in excess of minimum requirements of Erosion Control Ordinance	15	
	Runoff control equal to minimum requirements	5	5
10	9. Sewage Disposal: Public Sewer Service	10	
10	10. Road and Driveway Design: with Vegetated Ditches	10	10

Revisions to pp. 7-26 - 7-33 approved by Summerfield Town Council June 12, 2007

Revisions to pp. 7-33 - 7-60 approved by Summerfield Town Council November 9, 2010

Revisions to pp. 7-41 and 7-52 approved by Summerfield Town Council December 13, 2011

Town of Summerfield Development Ordinance

	With Piped Drainage and or Curb and Gutter and Energy Dissipaters	5
Total: 200		Total 120

NOTE:

- 1) All plans must have 100 or more points and meet all other requirements to be accepted
- 2) Do not use this table if gross density exceeds 2 dwelling units per acre or built-upon area greater than 24%

SUBMISSION REQUIREMENTS

SINGLE-FAMILY Rated prior to approval of a Preliminary Plat. Individual homes on individual lots are not rated

MULTI-FAMILY Rated prior to approval of a site plan

RATING SYSTEM DEFINITIONS

- 1 Conditional use rezonings will be given the appropriate bonus points if the use and site plan conditions meet the requirements of the bonus zone, such as clustering development on the best soils and terram of the site
- 2 A gravel surface is considered built-upon area.
- 3 Proximity to floodway is determined by measuring or scaling the distance from the floodway to the closest boundary of the tract
- 4 Self-explanatory.
- 5 Protected Drainageway means drainage is channeled by pervious devices such as sod waterways, berms, channels or swales which have been constructed to resist soil erosion by either vegetating, netting, rip-rapping or a combination of those, and which allows infiltration of water into the soil

Dispersed Drainage means spread out, as opposed to collecting the runoff in channels, so as to affect increased sheet flow and overland flow

Improved Drainageway means channeled by impervious surfaces such as curb and gutter or concrete (gunnite, bituminous, etc.) channels

Enhanced Drainage means carried by existing natural drainageways which have been enhanced to resist soil erosion, including stream bank degradation.

- 6 All slopes are before development
- 7 If all or part of an existing lot containing natural or stabilizing vegetation is dedicated to the public for park and open space purposes, such land will count in computing the score

Stabilizing Vegetation means any vegetation that protects the soil against erosion

- 8 Maximum Runoff Control means approximately one hundred (100%) percent of built-upon area runoff must pass through permanent retention or wet detention pond(s)

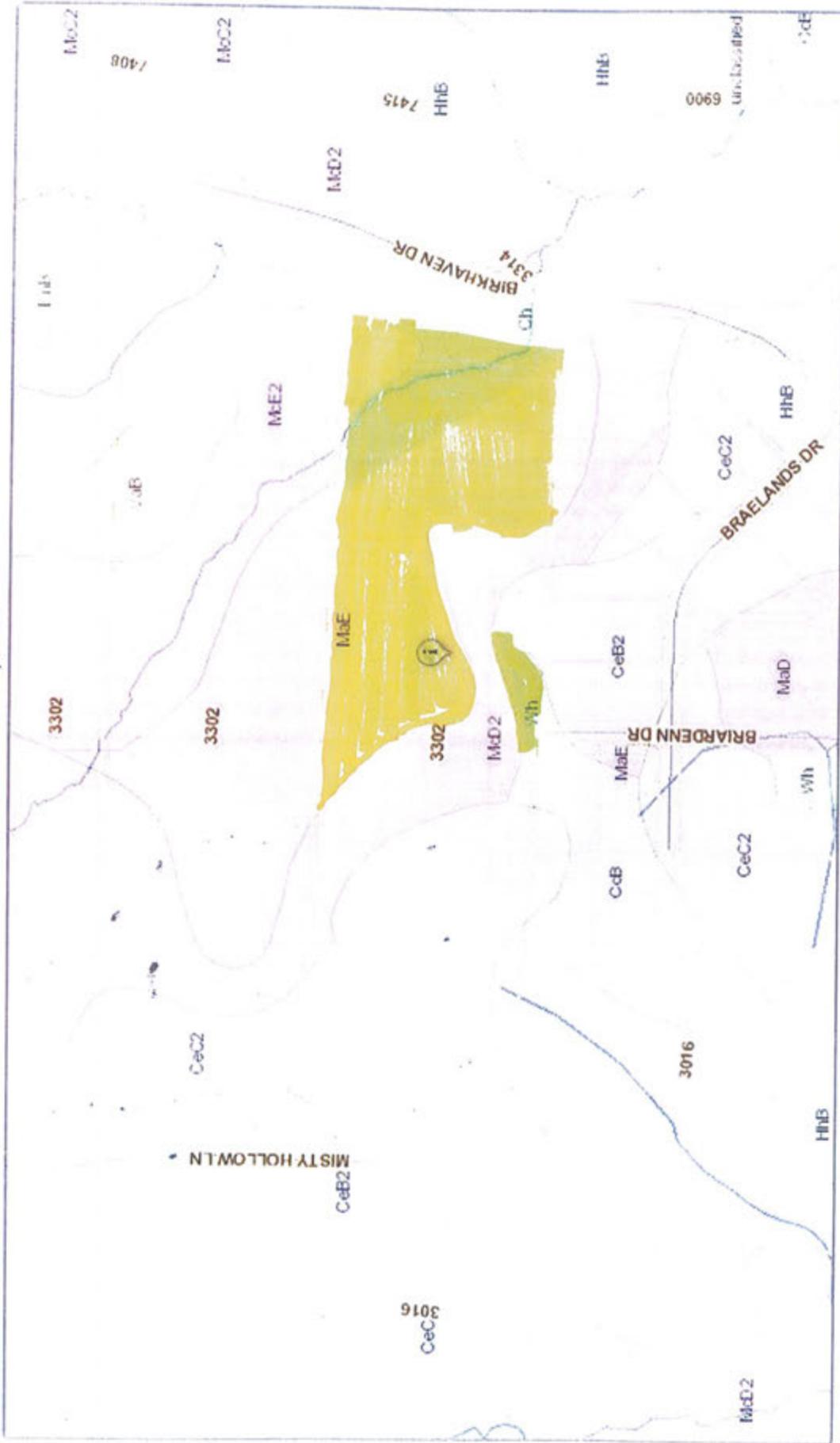
Moderate Runoff Control means at least seventy-five (75%) percent of built-upon area runoff must pass through permanent retention and or wet detention pond(s)

Revisions to pp 7-26 - 7-33 approved by Summerfield Town Council June 12, 2007

Revisions to pp 7-33 - 7-60 approved by Summerfield Town Council November 9, 2010

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Guilford County, NC



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Map Scale 1 inch = 372 feet

11/13/2013

TABLE 8.--SANITARY FACILITIES

["Depth to rock" and some of the other terms that describe restrictive soil features are defined in the Glossary. See text for definitions of "slight," "moderate," "good," "fair," and other terms used to rate soils. Absence of an entry means soil was not rated.]

Soil name and map symbol	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Appling: ApB-----	Moderate: percs slowly.	Moderate: slope, seepage.	Moderate: too clayey.	Slight-----	Fair: too clayey.
ApC-----	Moderate: slope, percs slowly.	Severe: slope, seepage.	Moderate: too clayey.	Moderate: slope.	Fair: too clayey, slope.
Cecil: CcB, CeB2 , ¹ CfB----	Moderate: percs slowly.	Moderate: seepage.	Severe: too clayey.	Slight-----	Fair: too clayey.
CcC, CcD, CeC2----	Moderate: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Fair: too clayey.
Chewacla: Ch-----	Severe: wetness, floods.	Severe: wetness, floods.	Severe: wetness, floods.	Severe: wetness, floods.	Good.
Congaree: Co-----	Severe: floods.	Severe: floods.	Severe: floods.	Severe: floods.	Good.
Coronaça: CrB, ¹ CuB----	Moderate: percs slowly.	Moderate: seepage, slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
CrC-----	Moderate: percs slowly, slope.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Enon: EnB, EoB2, ¹ EuB----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
EnC, EnD, EoC2, EoD2-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
¹ Es-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Severe: slope.	Poor: too clayey.
Helena: ¹ HhB: Helena part-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
Sedgefield part--	Severe: percs slowly, wetness.	Moderate: slope.	Severe: too clayey.	Moderate: wetness.	Poor: too clayey.
HeC-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Iredell: IrB-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey, depth to rock.	Slight-----	Poor: too clayey.

See footnote at end of table.

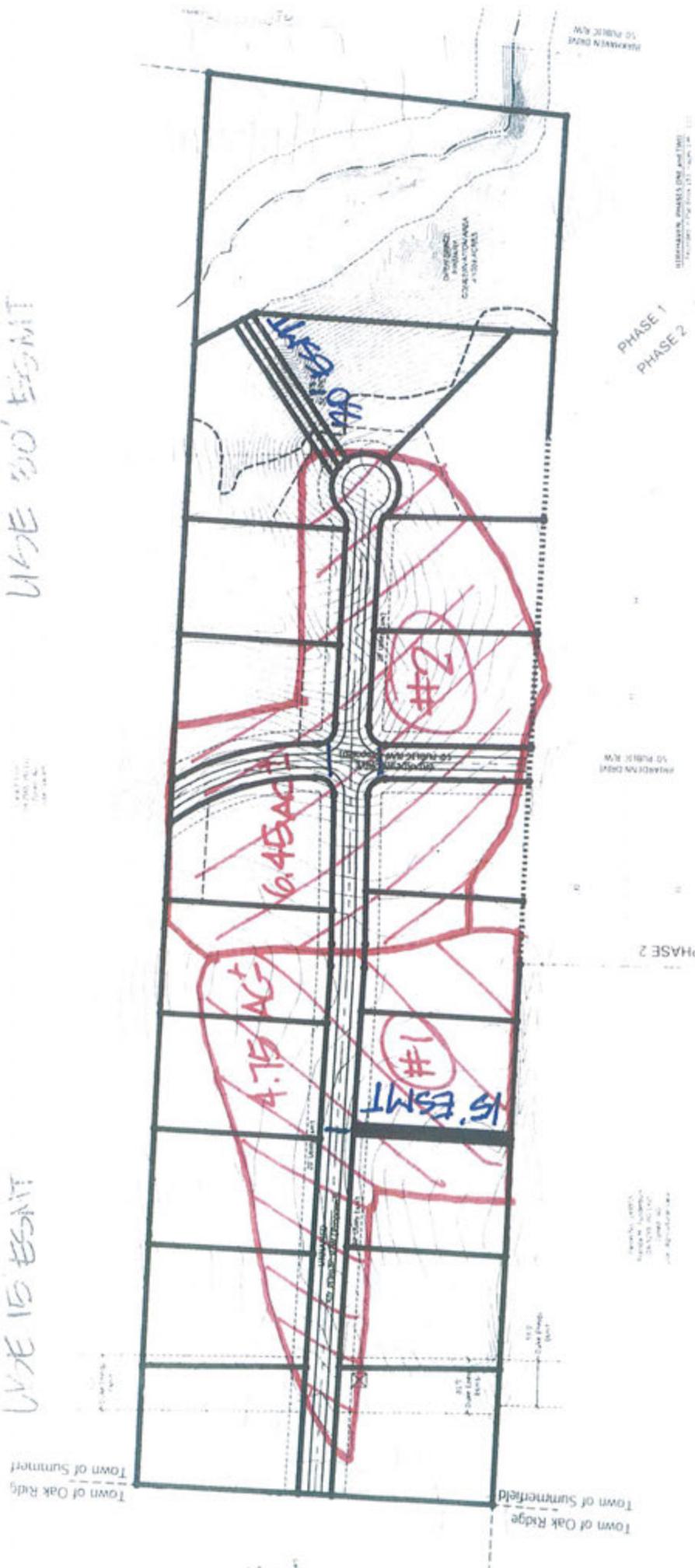
TABLE 8.--SANITARY FACILITIES--Continued

Soil name and map symbol	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Madison: MaB, McB2, ¹ MeB-----	Moderate: percs slowly.	Moderate: slope, seepage.	Severe: too clayey.	Slight-----	Fair: too clayey.
MaC, MaD, McC2, McD2 -----	Moderate: slope, percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Fair: too clayey.
MaE -----	Severe: slope.	Severe: slope.	Severe: slope.	Severe: slope.	Poor: slope.
McE2, ¹ Md-----	Severe: slope.	Severe: slope.	Severe: slope, too clayey.	Severe: slope.	Poor: slope.
Mecklenburg: MhB2, ¹ MuB-----	Severe: percs slowly.	Moderate: slope, depth to rock.	Severe: too clayey, depth to rock.	Slight-----	Poor: thin layer.
MhC2-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey, depth to rock.	Moderate: slope.	Poor: thin layer.
Pits: Pt.					
Urban land: Ur.					
Vance: VaB, ¹ VuB-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
VaC, VaD-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Wehadkee: Wh-----	Severe: floods, wetness.	Severe: floods, wetness.	Severe: floods, wetness.	Severe: floods, wetness.	Poor: wetness.
Wilkes: WkC, WkD-----	Severe: depth to rock.	Severe: slope, depth to rock.	Severe: depth to rock.	Moderate: slope.	Poor: thin layer.
WkE-----	Severe: depth to rock.	Severe: slope, depth to rock.	Severe: depth to rock.	Severe: slope.	Poor: thin layer.

¹This mapping unit is made up of two or more dominant kinds of soil. See mapping unit description for the composition and behavior of the whole mapping unit.

#1 $G=CIA$
 $C=0.60$
 $I=5.48 \text{ in/hr}$
 $A=4.75 \text{ AC}$
 $G=15.02 \text{ CFS}$
 WVE 15 ESMT

#2 $G=CIA$
 $C=0.65$
 $I=5.48 \text{ in/hr}$
 $A=6.45 \text{ AC}$
 $G=22.07 \text{ CFS}$
 WVE 30' ESMT



DRAINAGE ESMT MAP
NTS



TOWN OF SUMMERFIELD MEMORANDUM

DATE: December 9, 2013
FROM: Katrina Whitt, Finance Officer
TO: Summerfield Town Council

RE: Town Council Adjustment to Line Item Budget for Fiscal Year 2014 (7/1/13-6/30/14)

Town Council Budget Amendment #5

The following action is requested:

1) Adjust amounts between line items as follows:

3010103: Administration-Administration Personnel-Unemployment Compensation increase from \$600 to \$5,000.00.

4013103: Planning-Planning Personnel-Unemployment Compensation increase from \$400 to \$7,500.00.

5010402: Public Prop/Build-Cap Outlay-Const. Services decrease from \$218,400.00 to \$206,900.00.

Invoice was received from the North Carolina Department of Commerce, Division of Employment Security for unemployment benefits paid to past employees for \$10,914.00 for the period October 2011-December 2012. This was not included in the FY2013-2014 budget. A portion of the budgeted amount for Town Hall Repairs is requested to cover this invoice.