



TOWN OF BLACK MOUNTAIN

160 Midland Avenue ♦ Black Mountain ♦ N.C. ♦ 28711

Phone: (828) 419-9300 ♦ Fax: (828) 669-2030

MEMORANDUM

To: Town of Black Mountain Planning Board
From: Jennifer Tipton, Zoning Administrator
Re: Agenda Packet for December 16, 2019
Date: December 5, 2019

The **Town of Black Mountain Planning Board** will meet on **Monday, December 16, 2019 at 6:00 p.m.** in Town Hall at 160 Midland Avenue.

Please find the following items for your information and use at the meeting:

1. The proposed agenda;
2. Draft minutes from November 18, 2019;
3. Rezoning for Portions of Flat Creek and Montreat Road;
4. Parking and Circulation Study Presentation;
5. Rezoning Request for 1068 Old US 70 Hwy; and
6. Rezoning Request for 1114 Montreat Road.

Please let Jennifer Tipton know if you are **unable** to attend this meeting.
jennifer.tipton@townofblackmountain.org or (828) 419-9373.

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act. Should you need assistance or a particular accommodation for this meeting, please inform Jennifer Tipton at (828) 419-9373 or by email at jennifer.tipton@townofblackmountain.org.

CC: Jessica Trotman, Planning Director
Ron Sneed, Town Attorney
Josh Harrold, Town Manager



PUBLIC NOTICE

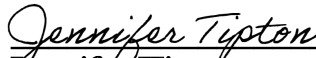
BLACK MOUNTAIN PLANNING BOARD

REGULAR MEETING

Monday, December 16, 2019 at 6:00 p.m.

The Black Mountain Planning Board will meet for their monthly meeting on **Monday, December 16, 2019 at 6:00 p.m.** at Town Hall, 160 Midland Avenue, Black Mountain, N.C. The purpose of this meeting is to consider a rezoning request for portions of Flat Creek Road and Montreat Road from SR-2 to TR-4, to consider a rezoning request for 1068 Old US 70 Hwy from OI-6 to HB-8, to consider a rezoning request for 1114 Montreat Road from SR-2 to UR-8, and to hear a presentation from Transportation, Planning and Design (TPD) on the parking and circulation study.

The meeting is open to the public.



Jennifer Tipton
Zoning Administrator

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Jennifer Tipton at (828) 669-2030 or by email at Jennifer.tipton@townofblackmountain.org

Posted to the Town Bulletin Board 12/02/19

www.townofblackmountain.org



**Planning Board Regular Meeting
December 16, 2019**

PROPOSED AGENDA

I. CALL TO ORDER

- Welcome
- Determination of Quorum

II. ADOPTION OF AGENDA

- **Motion:** To adopt the agenda as presented [or as amended]

III. ADOPTION OF MINUTES

- **Motion:** To adopt the minutes of November 18, 2019 as written [or as amended]

IV. OLD BUSINESS

- Rezoning for Portions of Flat Creek Road and Montreat Road from SR-2 to TR-4

V. NEW BUSINESS

- Parking and Circulation Study Presentation – Traffic, Planning and Design (TPD)
- Rezoning Request for 1068 Old US 70 Hwy from OI-6 to HB-8
- Rezoning Request for 1114 Montreat Road from SR-2 to UR-8

VI. COMMUNICATION FROM PLANNING BOARD

VII. COMMUNICATION FROM STAFF

VIII. ADJOURNMENT

TOWN OF BLACK MOUNTAIN PLANNING BOARD

The Black Mountain Planning Board held its regular meeting on Monday, November 18, 2019 at 6:00 p.m. in Town Hall at 160 Midland Avenue, Black Mountain, North Carolina.

I. CALL TO ORDER

The meeting was called to order with the following members present:

Jesse Gardner, Chair
Pam Norton, Vice Chair
Jennifer Willet
Chris Collins
Mike Raines

Absent:

Lauronda Teeple
Scott Reed

Staff:

Jennifer Tipton, Zoning Administrator
Jessica Trotman, Planning Director

The meeting was called to order at 6:00 p.m. and duly constituted and opened for business with a quorum of.

II. ADOPTION OF AGENDA

There was one change to the agenda to table the rezoning request due to some in the study area not receiving the notice and being against the rezoning. Pam Norton made a motion to adopt the agenda as amended. The motion passed by a vote of 5-0.

III. ADOPTION OF MINUTES

Chris Collins made a motion to adopt the minutes of October 28, 2019 as written. The motion was seconded by Mike Raines and approved by a vote of 5-0.

IV. OLD BUSINESS

1. Proposed Text Amendment for Traffic Impact Analysis

Jennifer Tipton explained to the board that the amendment for tonight was to clarify that the Planning Director and his/her designee would review the reports and the Board of Aldermen would approve any improvements. The board approved 798 daily trips at the last meeting. It was noted that “total peak hours” needed to be removed from the daily trips section. Chris Collins made a motion to recommend the amendment as amended to the Board of Aldermen. The motion was seconded by Mike Raines and approved by a vote of 5-0. Chris Collins made a motion that the zoning amendment is approved and is consistent with the Town’s comprehensive plan because it provides appropriate infrastructure for certain levels of development in the town and is reasonable and in the public interest because it promotes orderly growth and vehicle and pedestrian safety. The motion was approved by a vote of 5-0.

V. NEW BUSINESS

1. Ruby Avenue Right-of-Way Closure Request

Planning Board Regular Meeting
November 18, 2019

Jennifer Tipton presented to the board an application from Kenny Capps to close a portion of a right-of-way between Ruby Avenue and Old State Ten Road. Ms. Tipton explained that it is an actual platted right-of-way and not an old road. Ms. Tipton reported that the right-of-way section being requested to be closed is approximately 75' in length and 14' in width. The entire right-of-way currently has a driveway, trees and portions of a house. The entire right-of-way does not contain any water or sewer lines, nor is it identified on any Town plans. All utilities are located on Ruby Avenue, McCoy Cove Road, Old State Ten Road and Kerlee Heights Road. The right-of-way does not pose a hazard or any public health, safety or welfare. The right-of-way is not part of a stormwater drainage plan nor does it have any drainage areas. The right-of-way is not identified to be a road or greenway. All property owners abutting the portion that is requested to be closed have signed the petition. Ms. Tipton did state that the other end of the right-of-way on the Kerlee Heights side has already been closed. One gentleman came into the office to ask for clarification of the request and is fine with the request.

Kenny Capps, 402 Laurel Circle Drive, said that currently access to the lot is from the driveway off of McCoy Cove Road. Mr. Capps also said that there is a utility pole in the middle of the driveway that blocks any further access past his lot. Mr. Capps said that he would like the potential to subdivide the property but would need the additional property from the closure to make that happen.

Chester Quinn, 208 Ruby Avenue, said that he uses the other end for access for his camper and would not be interested in having his portion closed. Mr. Quinn said he is fine with the request that is being made.

Pam Norton made a motion to recommend the requested right-of-way closure to the Board of Aldermen. Jennifer Willet seconded the motion. The motion was approved by a vote of 5-0.

VI. COMMUNICATION FROM PLANNING BOARD

None.

VII. COMMUNICATION FROM STAFF

Jennifer Tipton explained that a new Boards and Commission handbook had been handed out and hopefully this one will be more user friendly and easier to read. Ms. Tipton just highlighted the attendance policy and the code of ethics. Board members were asked to sign that they had received a copy of the handbook.

Jessica Trotman said that she had a kickoff phone call with Clarion, the consultants for the Comprehensive Plan update, and that it was good but intense phone call and work will begin on that soon.

Ms. Trotman said that the comment period for the Blue Ridge Road Small Area Plan had ended and that the final draft would be coming to the board in either December or January.

VIII. ADJOURNMENT

Pam Norton made a motion to adjourn at 6:29 p.m. The motion was seconded by Mike Raines and approved by a vote of 5-0.

Planning Board Regular Meeting
November 18, 2019

Prepared by:

Jesse Gardner, Chair

Jennifer Tipton, Zoning Administrator



**Town of Black Mountain
Building, Planning and Zoning**

160 Midland Avenue ♦ Black Mountain ♦ North Carolina ♦ 28711
Phone: 828-419-9300 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-2962

STAFF REPORT

Planning Board Meeting Date: December 16, 2019

GENERAL INFORMATION

APPLICANT:	Town of Black Mountain
HEARING TYPE:	Rezoning Request
REQUEST:	SR-2 (suburban residential) to TR-4 (town residential)
CONDITIONS:	N/A
LOCATION:	Portions of Flat Creek Road and Montreat Road
PARCEL ID NUMBER(S):	See attached sheet
PUBLIC NOTIFICATION:	The notification are of for this public meeting was 200 feet (Chapter 1, Section 1.5.4 F of the Land Use Code requires notification of the owner of that parcel of land and the owners of all parcels within 200' of the property boundary of the proposed amendment). 96 notices were mailed to those property owners in the mailing area.
TRACT SIZE:	See attached list
TOPOGRAPHY:	See attached list
VEGETATION:	Residential

SITE DATA

EXISTING USE	Single-Family Residential and Commercial	
ADJACENT PROPERTY	ADJACENT ZONING	ADJACENT LAND USE
See attached list	See attached list	See attached list

SUMMARY OF DISTRICT PURPOSES

Suburban Residential (SR-2)	Protect areas in which the principal use of the land is single-family residential and where less dense development is preferred for the protection of slopes or environmentally sensitive areas, traditional single-family neighborhoods and preservation of open space.
Town Residential (TR-4)	Allow for a variety of housing types while maintaining an overall residential character with medium density. Any use which, because of its characteristics would interfere with the residential nature of the area is excluded.

ZONING DISTRICT STANDARDS

District Summary

	<u>Existing</u>	<u>Requested</u>
Zoning District Designation:	SR-2	TR-4
Max. Density:	2 units/acre	4 units/acre
Front Setback:	30'	20'
Side Setback:	10'	10'
Rear Setback:	30'	15'
Min. Lot Size:	½ acre (21,785 sf)	¼ acre (10,890 sf)
Max. Height:	35'	35'
Min. Width:	60' (15' at street)	40' (15' at street)
Min. Depth:	100'	80'

Permitted Uses:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Governmental facilities • Public utilities • Single-family residences • Two-family residences (duplexes) | <ul style="list-style-type: none"> • Governmental facilities • Public utilities • Single-family residences • Two-family residences (duplexes) • Places of worship |
|---|--|

Additional Requirements:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Accessory structures • Agribusiness • Camps, summer • Conference centers • Family care homes • Home occupations • Manufactured homes (on individual lots) • Market gardens • Secondary dwellings | <ul style="list-style-type: none"> • Accessory structures • Agriculture • Camps, summer • Conference centers • Family care homes • Home occupations • Manufactured homes (on individual lots) • Market gardens • Secondary dwellings |
|--|---|

		• Bed and breakfast homes
Conditional Uses:	• Bed and breakfast homes • Cultural community facilities • Educational facilities • Multi-family residential • Boarding house • Places of worship	• Bed and breakfast inns • Cultural community facilities • Educational facilities • Multi-family residential
Special Uses:	• Conservation subdivision • Cottage housing development • Residential planned unit development	• Conservation subdivision • Cottage housing development • Residential planned unit development • Manufactured home parks
Exclusions:	• Correctional institutions • Manufactured home parks • All uses not specifically enumerated	• Correctional institutions • All uses not specifically enumerated

SPECIAL INFORMATION

Overlay Districts

Historic District Overlay	N/A
Flood Damage Prevention Overlay	N/A
US 70 Corridor Overlay	N/A
Fire District Overlay	N/A
Pedestrian Master Plan Overlay	Properties shown in the area of a paved multi-use path trail
Wellness Protection Overlay	N/A

Environmental

Floodplain	See attached map
Floodway	See attached map
Stream	See attached map

Utilities

Water	A 6" water line is available along Flat Creek Road and Montreat Road
Sewer	An 8" sewer line is available along Flat Creek Road and Montreat Road

Landscaping

There are no landscaping requirements for residential property.

Transportation

Street Classification	NCDOT Road – SR2515 (Flat Creek Road)
-----------------------	---------------------------------------

Site Access	NCDOT Road – NC 9 Hwy (Montreat Road) Access is available from Flat Creek Road and Montreat Road
Traffic Counts	N of US 70 = 2400 N of E Cotton = 860 S of SR2515 = 3700 N of US 70 = 8400
Sidewalks	There are no sidewalks on either side of Flat Creek Road. There is a sidewalk on the east side of Montreat Road.
Transit in Vicinity	None
Traffic Impact Analysis (TIA)	Not required by Land Use Code
Street Connectivity	N/A
Other	N/A

IMPACT/POLICY ANALYSIS

The TR-4 (town residential) zoning district would allow land uses that are compatible with the general character of the area.

CONFORMITY WITH OTHER PLANS

The Comprehensive Plan includes the following elements:

Housing and Neighborhoods

We see safe, secure, quite neighborhoods in every part of our community, with well-tended yards and gardens, and small parks close at hand. Our town has chosen to focus on bringing the town together with an open network of pedestrian and bicycle friendly streets. Our neighborhoods display a variety of housing types and values, including attractive, affordable housing in many forms. Neighborhood parks are included in the design and development of new neighborhoods from the outset.

MISC COMMENTS

TOWN OF BLACK MOUNTAIN PLANNING AND DEVELOPMENT SERVICES

REZONING APPLICATION

APPLICATION INFORMATION

Applicant Name: Town of Black Mountain Date: 10/29/19

Address: 160 Midland Ave, Black Mtn, NC 28711

Phone: 828-419-9300 Fax: 828-669-2030 Email: _____

MAP AMENDMENT LOCATION AND REQUEST

Property Address: see attached list PIN #: see attached list

Current Zoning Classification: SR-2 Requested Zoning Classification: TR-4

Current Land Use: see attached list Size of Parcel: see attached list

Reason for Requested Rezoning: to better describe existing conditions and to make more of the lots conforming

Applicant Signature _____ Applicant Printed Name _____ Date _____

FOR OFFICE USE ONLY

Date Received: 10/29/19 Received by: Jennifer Dupin

Pre-Application Meeting Date: _____

Fee: \$350.00 Cash: _____ Check: _____ Credit: _____

Planning Board Meeting Date: November 18, 2019 Vote: _____ to _____ For ☐ Against ☐

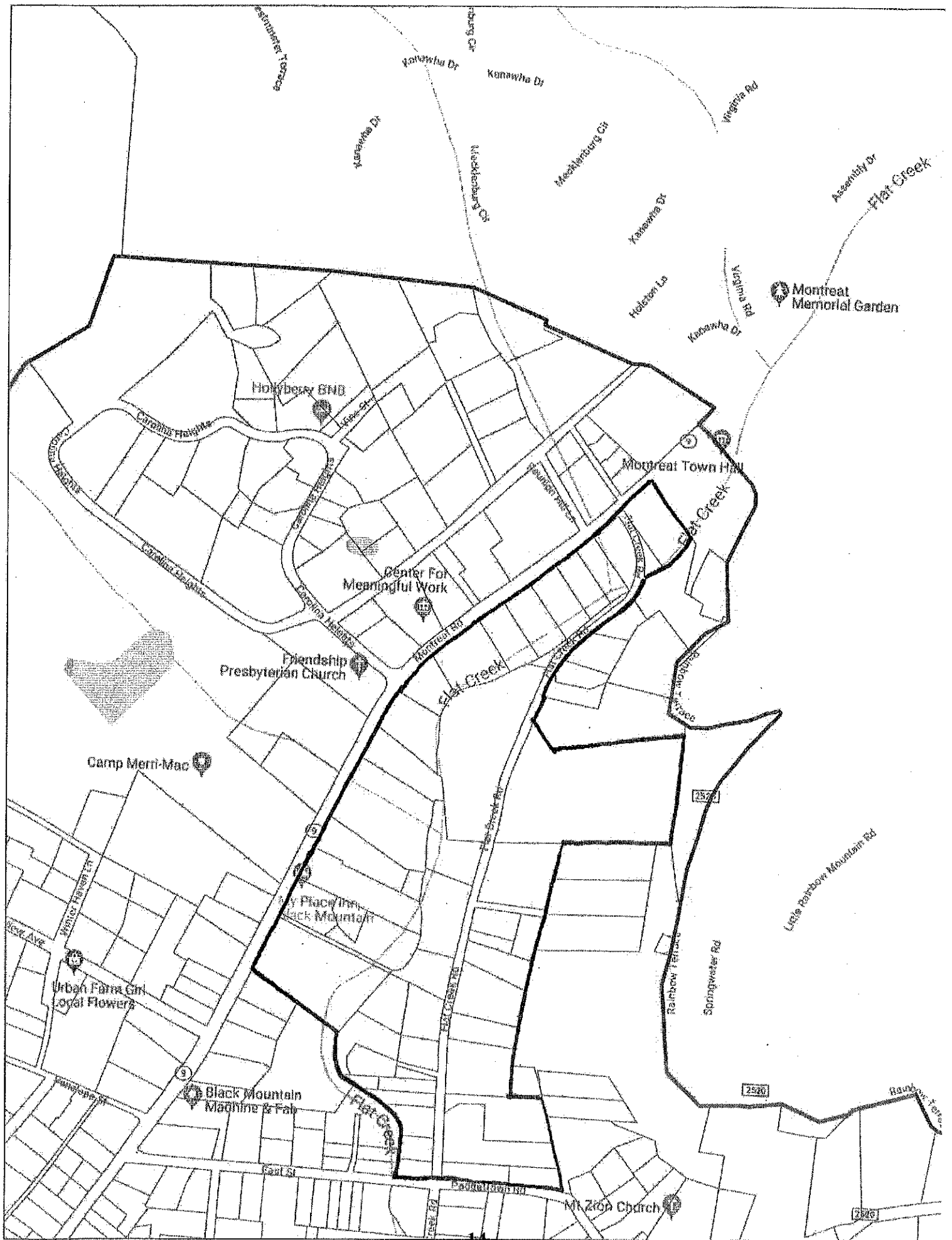
Board of Aldermen Call for Public Hearing Date: _____

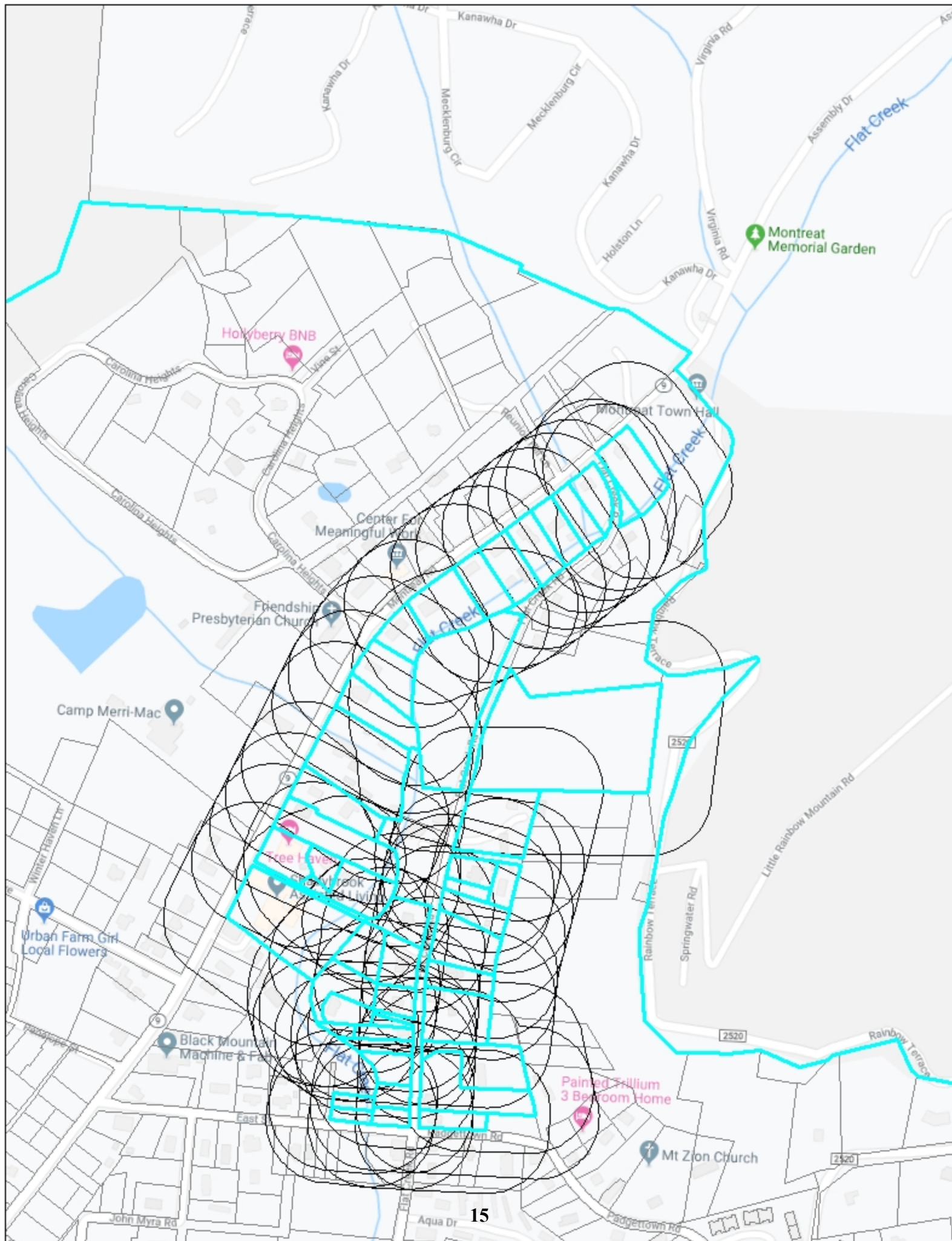
Board of Aldermen Meeting Date: _____ Vote: _____ to _____ For ☐ Against ☐

Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Phone: 828-419-9300 ~ 828-669-2030
www.townofblackmountain.org

Parcell Address	PIN #	Current Land Use	Parcel Size
298 Flat Creek Road	0710-51-2184	single family residence	0.27
302 Flat Creek Road	0710-51-3391	single family residence	0.76
304 Flat Creek Road	0710-51-3407	single family residence	0.9
308 Flat Creek Road	0710-51-3519	multiple residences	0.24
310 Flat Creek Road	0710-51-3720	vacant	0.65
312 Flat Creek Road	0710-51-3850	single family residence	0.4
316 Flat Creek Road	0710-51-4858	single family residence	0.24
99999 Flat Creek Road	0710-51-3837	vacant	0.13
314 Flat Creek Road	0710-51-3953	single family residence	0.27
7 Burgess Branch Drive	0710-52-4028	single family residence	1.04
336 Flat Creek Road	0710-52-6344	vacant	6.36
99999 Flat Creek Road	0710-51-0195	vacant	0.14
299 Flat Creek Road	0710-51-0292	vacant/government	0.2
99999 Flat Creek Road	0710-51-0370	vacant	0.27
303 Flat Creek Road	0710-51-0347	single family residence	0.2
4 Carefree Lane	0710-51-0472	single family residence	0.18
99999 Flat Creek Road	0710-41-9413	vacant	0.08
7 Carefree Lane	0710-51-1502	single family residence	0.33
12 Carefree Lane	0710-41-9458	single family residence	0.32
11 Carefree Lane	0710-41-9548	single family residence	0.43
20 Cool River Drive	0710-41-9697	single family residence	0.31
309 Flat Creek Road	0710-51-1624	single family residence	0.41
311 Flat Creek Road	0710-51-1718	single family residence	0.42
313 Flat Creek Road	0710-51-1985	single family residence	0.79
321 Flat Creek Road	0710-52-2123	single family residence	0.61
1204 Montreat Road	0710-53-8260	single family residence	0.66
99999 Flat Creek Road	0710-53-8028	vacant	0.12
1158 Montreat Road	0710-53-7123	single family residence	0.39
1156 Montreat Road	0710-53-6085	single family residence	0.32
1154 Montreat Road	0710-53-6021	single family residence	0.38
1152 Montreat Road	0710-52-5956	single family residence	0.48
1150 Montreat Road	0710-52-4879	multiple residences	0.51
1148 Montreat Road	0710-52-3883	single family residence	0.46
1144 Montreat Road	0710-52-2768	single family residence	0.72
1140 Montreat Road	0710-52-1628	single family residence	0.41
1136 Montreat Road	0710-52-0566	single family residence	0.72
1134 Montreat Road	0710-52-0453	single family residence	0.58
1130 Montreat Road	0710-42-9288	cottages	1.62
1124 Montreat Road	0710-42-9124	multiple residences	0.66
99999 Montreat Road	0710-52-0085	vacant	0.1
1122 Montreat Road	0710-42-9013	single family residence	0.93

1120 Montreat Road	0710-41-7958	single family residence	0.48
12 Rushing Brook Lane	0710-41-8984	single family residence	0.23
15 Rushing Brook Lane	0710-41-9858	single family residence	0.59
1114 Montreat Road	0710-41-7795	adult care home	1.99





Flat Creek Road and Montreat Road - Property Owners within 200'

Name	Address	City	State	Zip	
American Eagle Investments	PO Box 16648	Asheville	NC	28816	
Benjamin T Nitch	687 Padgettown Road	Black Mountain	NC	28711	
Toni Houlihan and Steven Geothals	680 Padgettown Road	Black Mountain	NC	28711	
Kerensa Crandall	682 Padgettown Road	Black Mountain	NC	28711	
Charles and Rosemary Tann	PO Box 1539	Black Mountain	NC	28711	
Kevin and Sarah Iwanusa	4200 Windemere Lane	Charlotte	NC	28211	
Janie Briscoe	692 Padgettown Road	Black Mountain	NC	28711	
Emily Sampson	701 Padgettown Road	Black Mountain	NC	28711	
Jose Hernandez Orellana	725 Padgettown Road	Black Mountain	NC	28711	
Darnell and Chester Wilkerson	301 Jack Corpening Road	Nebo	NC	28761	
Johnny and Johnnie Allen	280 Flat Creek Road	Black Mountain	NC	28711	
Brivontia LLC	109 First Street	Black Mountain	NC	28711	
William and Linda Alexander	513 Tomahawk Avenue	Black Mountain	NC	28711	
Vickie and Alani Ogunlade	575 Campbellton Rd SW	Atlanta	GA	30331	
Mary Owens	116 East Street	Black Mountain	NC	28711	
Jose and Maria Orellana	120 East Street	Black Mountain	NC	28711	
Martha Bell	PO Box 19194	Asheville	NC	28815	
Christopher Eller	PO Box 5474	Asheville	NC	28813	
Rent WNC LLC	PO Box 5474	Asheville	NC	28813	
Nathaniel and Beatrice Long	115 East Street	Black Mountain	NC	28711	
Fire Baptized Holiness Church of God of the Americas Mt View Chapel	115 1/2 East Street	Black Mountain	NC	28711	
JD Rentals Inc	48 Ben Lippen Road	Asheville	NC	28806	
Lonnie Smith Jr	656 Padgettown Road	Black Mountain	NC	28711	Louise Jones
Rosa Dixon Flack Heirs	11001 Winding Brook Ct	Manassas	VA	20111	
Donald and Meredith Smith	11001 Winding Brook Ct	Manassas	VA	20111	
Theodore Long (ETAL)	115 East Street	Black Mountain	NC	28711	Kerner Long
Iris Inabinett	298 Flat Creek Road	Black Mountain	NC	28711	
Jessie F Sherrill	111 East Street	Black Mountain	NC	28711	
Ryan Zwart	702 Padgettown Road	Black Mountain	NC	28711	
Black Mountain Building Development	161 42nd Ave	St. Pete Beach	FL	33706	
Ann House Best	144 Rabbit Ridge Road	Fletcher	NC	28732	
Joseph Snyder	304 Portmanvilla Road	Black Mountain	NC	28711	
Charles Christopher Harrin	105 N Fork Road	Black Mountain	NC	28711	
Sylvia Carpenter	312 Flat Creek Road	Black Mountain	NC	27811	
Karen and James Fisher	314 Flat Creek Road	Black Mountain	NC	28711	
Rebecca Burgess	7 Burgess Branch Road	Black Mountain	NC	28711	
Early Greenlee (Heirs)	810 Bryn Mawr Road	Pittsburgh	PA	15219	
Old North State Building Company Inc	PO Box 1491	Black Mountain	NC	28711	
Margaret T Horton Trust	5532 Crabtree Park Ct	Raleigh	NC	27612	
Geo and Olive Joyner 3rd	2131 Viola Drive	Clearwater	FL	33764	
Jason Wharton	340 Flat Creek Road	Black Mountain	NC	28711	

Pensco Trust Co Custodian FBO Lauren D Thompson	PO Box 173859	Denver	CO	80217	
John and Sharon Pope (ETAL)	344 Flat Creek Road	Black Mountain	NC	28711	
Sybil J Fox Living Trust	24 Reynolda Drive	Asheville	NC	28803	
Wells Fargo Bank	101 N Phillips Ave	Sioux Falls	SD	57104	Wells Fargo Home Equity GP
Rondall and Mary Young	1699 Gores Landing Rd SW	Ocean Isle Beach	NC	28469	
Mary Crook	PO Box 1171	Black Mountain	NC	28711	
Town of Montreat	PO Box 423	Montreat	NC	28757	
Mountain Retreat Association	PO Box 969	Montreat	NC	28757	
Penny Phillips	1204 Montreat Road	Black Mountain	NC	28711	
Claudette Skidmore and Charlene Williams	1158 Montreat Road	Black Mountain	NC	28711	
Joshua Yeatman	1156 Montreat Road	Black Mountain	NC	28711	
Mary Anne Riddle	1154 Montreat Road	Black Mountain	NC	28711	
James and Teresa Miller	17 Sawmill Drive	Old Fort	NC	28762	
Peggy Yoder	1150 Montreat Road	Black Mountain	NC	28711	
Josh Wolfe	1148 Montreat Road	Black Mountain	NC	28711	
Donald and Pamela Lewis	1144 Montreat Road	Black Mountain	NC	28711	
Heather McConnell ETAL	830 Colonial Lane	Milton	GA	30004	Tara Deick
Daniel Pride and Carrie Maresh	1136 Montreat Road	Black Mountain	NC	28711	
Charles and Linda Henley	2342 Ainsdale road	Charlotte	NC	28226	
Inevitable Grace, Inc.	1141 Montreat Road	Black Mountain	NC	28711	
Thomas Milford	321 Flat Creek Road	Black Mountain	NC	28711	
Richard and Arla Yeatman and Joshua Yeatman	313 Flat Creek Road	Black Mountain	NC	28711	
Cornucopia Cottages LLC	PO Box 996	Black Mountain	NC	28711	
Goldston Living Trust	4115 Chattham Church Road	Sanford	NC	27330	
Frank and Emily Cappelli	1120 Montreat Road	Black Mountain	NC	28711	
Carol Redmond	15 Rushing Brook Lane	Black Mountain	NC	28711	
Black Mountain Property Holdings LLC	PO Box 2568	Hickory	NC	28603	
Ronald Deese and Sherry Kennison	PO Box 1022	Black Mountain	NC	28711	
Clyde Fox	20 Cool River drive	Black Mountain	NC	28711	
Rachel H Allen	309 Flat Creek Road	Black Mountain	NC	28711	
Willie Mae Lytle	11 Carefree Lane	Black Mountain	NC	28711	Minnie Moore
Ted and Alma Williams	7 Carefree Lane	Black Mountain	NC	28711	
James Lytle Sr	12 Carefree Lane	Black Mountain	NC	28711	
Marick II LLC	102 Valley Vista Drive	Black Mountain	NC	28711	
Robyn-Denise Yourse	1805 Tulip St NW	Washington	DC	20012	Lamont Baxter
Edward Colley III and Edward Colley Jr	50 Green Forest Road	Swannanoa	NC	28778	
Alexander and Amanda Martin	1112 Montreat Road	Black Mountain	NC	28711	
Triple-A Property Management LLC	PO Box 15914	Asheville	NC	28813	
Vivian Cooley	PO Box 784	Black Mountain	NC	28711	
Swannanoa Valley Christ Min Inc	PO Box 235	Black Mountain	NC	28711	
Ronald Walls	311 Lakewood Drive	Asheville	NC	28803	
W Brinkley and Robin Melvin	216 Newberg Road	Chapin	SC	29036	
Mary Bulan and Kiera Bulan	1149 Montreat Road	Black Mountain	NC	28711	

Erin and Asa Bleier	206 Woodland Drive	Swannanoa	NC	28778	
Nathan Toothaker and Marina Mon	7 Carolina Heights	Black Mountain	NC	28711	
Merri-Mac Properties LLC	1123 Montreat Road	Black Mountain	NC	28711	
Friendship Presbyterian Church	PO Box 116	Black Mountain	NC	28711	
Robert Boyd	1131 Montreat Road	Black Mountain	NC	28711	
Samuel and Ruth Pearce	6051 Highway 95	Rock Spring	GA	30739	
Roland and Carolyn Tolley	PO Box 279	Swannanoa	NC	28778	
Leila Laughter	1117 Montreat Road	Black Mountain	NC	28711	
Burnice and Lillian Lewis	PO Box 917	Black Mountain	NC	28711	
Sandra Schuit	1113 Montreat Road	Black Mountain	NC	28711	
Donna McCuen	PO Box 904	Black Mountain	NC	28711	
Clarence and Marjorie Worley	6 Mountain View Ave	Black Mountain	NC	28711	



Town of Black Mountain

160 Midland Avenue ♦ Black Mountain, North Carolina, 28711
Phone: 828-419-9373 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-5962

NOTICE OF REZONING REQUEST

(REGARDING NEIGHBORS WITHIN 200 FEET OF PROPERTY)

DATE: **December 2, 2019**

TO: **Property Owner**

FROM: **TOWN OF BLACK MOUNTAIN
ZONING ADMINISTRATOR**

APPLICANT NAME: **Town of Black Mountain**

PROPERTY ADDRESS: **See Attached List**

PIN #: **See Attached List**

CURRENT ZONING CLASSIFICATION: **SR-2 (suburban residential)**

REQUESTED ZONING CLASSIFICATION: **TR-4 (town residential)**

CURRENT LAND USE: **See Attached List**

SIZE OF PARCEL: **See Attached List**

REASON FOR REQUESTED REZONING:

To better describe existing conditions and to make more of the lots conforming.

A public meeting of the Planning Board on this matter will be held Monday, December 16, 2019 @ 6:00 p.m. in the Board Room of Town Hall at 160 Midland Avenue.

This is your notification for this request specified under 1.5.4 of the Land Use Code for the Town of Black Mountain. Section 1.5.4 (G) and (I) indicate that notice be provided to all property owners within 200 feet of the site's property lines. Notice of the time, date and place of the hearing will be published in the Black Mountain News in accordance with the Land Use Code of the Town of Black Mountain.

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

American Eagle Investment
PO Box 16648
Asheville, NC 28816

Toni Houlihan & Steven Geothals
680 Padgettown Road
Black Mountain, NC 28711

Charles & Rosemary Tann
PO Box 1539
Black Mountain, NC 28711

Janie Briscoe
692 Padgettown Road
Black Mountain, NC 28711

Jose Hernandez Orellana
725 Padgettown Road
Black Mountain, NC 28711

Johnny & Johnnie Allen
280 Flat Creek Road
Black Mountain, NC 28711

William & Linda Alexander
513 Tomahawk Avenue
Black Mountain, NC 28711

Mary Owens
116 East Street
Black Mountain, NC 28711

Martha Bell
PO Box 19194
Asheville, NC 28815

Benjamin T Nitch
687 Padgettown Road
Black Mountain, NC 28711

Kerensa Crandall
682 Padgettown Road
Black Mountain, NC 28711

Kevin & Sarah Iwanusa
4200 Windemere Lane
Charlotte, NC 28211

Emily Sampson
701 Padgettown Road
Black Mountain, NC 28711

Darnell & Chester Wilkerson
301 Jack Corpening Road
Nebo, NC 28761

Brivontia LLC
109 First Street
Black Mountain, NC 28711

Vickie & Alani Ogunlade
575 Campbellton Rd SW
Atlanta, GA 30331

Jose & Maria Orellana
120 East Street
Black Mountain, NC 28711

Christopher Eller
PO Box 5474
Asheville, NC 28813

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Rent WNC LLC
PO Box 5474
Asheville, NC 28813

Nathaniel & Beatrice Long
115 East Street
Black Mountain, NC 28711

Fire Baptized Holiness Church of God
of the Americas Mt View Chapel
115 ½ East Street
Black Mountain, NC 28711

JD Rentals Inc
48 Ben Lippen Road
Asheville, NC 28806

Lonnie Smith Jr
c/o Louise Jones
656 Padgettown Road
Black Mountain, NC 28711

Rosa Dixon Flack Heirs
11001 Winding Brook Ct
Manassas, VA 20111

Donald & Meredith Smith
11001 Winding Brook Ct
Manassas, VA 20111

Theodore Long (ETAL)
c/o Kerner Long
115 East Street
Black Mountain, NC 28711

Iris Inabinett
298 Flat Creek Road
Black Mountain, NC 28711

Jessie F Sherrill
111 East Street
Black Mountain, NC 28711

Ryan Zwart
702 Padgettown Road
Black Mountain, NC 28711

Black Mountain Building Dev
161 42nd Ave
St Pete Beach, FL 33706

Ann House Best
144 Rabbit Ridge Road
Fletcher, NC 28732

Joseph Snyder
304 Portmanvilla Road
Black Mountain, NC 28711

Christopher Charles Harrin
105 N Fork Road
Black Mountain, NC 28711

Sylvia Carpenter
312 Flat Creek Road
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Karen & James Fisher
314 Flat Creek Road
Black Mountain, NC 28711

Early Greenlee (Heirs)
810 Bryn Mawr Road
Pittsburgh, PA 15219

Margaret T Horton Trust
5532 Crabtree Park Ct
Raleigh, NC 27612

Jason Wharton
340 Flat Creek Road
Black Mountain, NC 28711

John & Sharon Pope (ETAL)
344 Flat Creek Road
Black Mountain, NC 28711

Wells Fargo Bank
c/o Wells Fargo Home Equity GP
101 N Phillips Ave
Sioux Falls, SD 57104

Town of Montreat
PO Box 423
Montreat, NC 28757

Penny Phillips
1204 Montreat Road
Black Mountain, NC 28711

Rebecca Burgess
7 Burgess Branch Road
Black Mountain, NC 28711

Old North State Building Co, Inc
PO Box 1491
Black Mountain, NC 28711

Geo & Olive Joyner 3rd
2131 Viola Drive
Clearwater, FL 33764

Pensco Trust Co Custodian FBO
Lauren D Thompson
PO Box 173859
Denver, CO 80217

Sybil J Fox Living Trust
24 Reynolda Drive
Asheville, NC 28803

Rondall & Mary Young
699 Gores Landing Rd SW
Ocean Isle Beach, NC 28469

Mountain Retreat Association
PO Box 969
Montreat, NC 28757

Claudette Skidmore & Charlene
Williams
1158 Montreat Road
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Joshua Yeatman
1156 Montreat Road
Black Mountain, NC 28711

Peggy Yoder
1150 Montreat Road
Black Mountain, NC 28711

Donald & Pamela Lewis
1144 Montreat Road
Black Mountain, NC 28711

Daniel Pride & Carrie Maresh
1136 Montreat Road
Black Mountain, NC 28711

Inevitable Grace Inc
1141 Montreat Road
Black Mountain, NC 28711

Richard & Arla Yeatman & Joshua Yeatman
313 Flat Creek Road
Black Mountain, NC 28711

Goldston Living Trust
4115 Chattham Church Road
Sanford, NC 27330

Carol Redmond
15 Rushing Brook Lane
Black Mountain, NC 28711

Ronald Deese & Sherry Kennison
PO Box 1022
Black Mountain, NC 28711

James & Teresa Miller
17 Sawmill Drive
Old Fort, NC 28762

Josh Wolfe
1148 Montreat Road
Black Mountain, NC 28711

Heather McConnell ETAL
c/o Tara Deick
830 Colonial Lane
Milton, GA 30004

Charles & Linda Henley
2342 Ainsdale Road
Charlotte, NC 28226

Thomas Milford
321 Flat Creek Road
Black Mountain, NC 28711

Cornucopia Cottages LLC
PO Box 996
Black Mountain, NC 28711

Frank & Emily Cappelli
1120 Montreat Road
Black Mountain, NC 28711

Black Mountain Property Holdings
PO Box 2568
Hickory, NC 28603

Clyde Fox
20 Cool River Drive
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Rachel H Allen
309 Flat Creek Road
Black Mountain, NC 28711

Willie Mae Lytle
c/o Minnie Moore
11 Carefree Lane
Black Mountain, NC 28711

Ted & Alma Williams
7 Carefree Lane
Black Mountain, NC 28711

James & Evelina Lytle Sr
12 Carefree Lane
Black Mountain, NC 28711

Marick II LLC
102 Valley Vista Drive
Black Mountain, NC 28711

Robyn-Denise Yourse
c/o Lamont Baxter
1805 Tulip St NW
Washington, DC 20012

Edward Colley III & Edward Colley Jr
50 Green Forest Road
Swannanoa, NC 28778

Alexander & Amanda Martin
1112 Montreat Road
Black Mountain, NC 28711

Triple-A Property Management LLC
PO Box 15914
Asheville, NC 28813

Vivian Cooley
PO Box 784
Black Mountain, NC 28711

Swannanoa Valley Christ Min Inc
PO Box 235
Black Mountain, NC 28711

Ronald Walls
311 Lakewood drive
Asheville, NC 28803

W Brinkley & Robin Melvin
216 Newberg Road
Chapin, SC 29036

Mary Bulan & Kiera Bulan
1149 Montreat Road
Black Mountain, NC 28711

Erin & Asa Bleier
206 Woodland Drive
Swannanoa, NC 28778

Nathan Toothaker & Marina Mon
7 Carolina Heights
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR PORTIONS OF FLAT CREEK ROAD AND MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Merri-Mac Properties LLC
1123 Montreat Road
Black Mountain, NC 28711

Friendship Presbyterian Church
PO Box 116
Black Mountain, NC 28711

Robert Boyd
1131 Montreat Road
Black Mountain, NC 28711

Samuel & Ruth Pearce
6051 Highway 95
Rock Spring, GA 30739

Roland & Carolyn Tolley
PO Box 279
Swannanoa, NC 28778

Leila Laughter
1117 Montreat Road
Black Mountain, NC 28711

Burnice & Lillian Lewis
PO Box 917
Black Mountain, NC 28711

Sandra Schuit
1113 Montreat Road
Black Mountain, NC 28711

Donna McCuen
PO Box 904
Black Mountain, NC 28711

Clarence & Marjorie Worley
6 Mountain View Avenue
Black Mountain, NC 28711


Jennifer Tipton, CZO
Zoning Administrator

12/2/19
Date

Buncombe County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: Notice of Rezoning Request
Flat Creek & Montreat Rd

Date: 12/2/2019

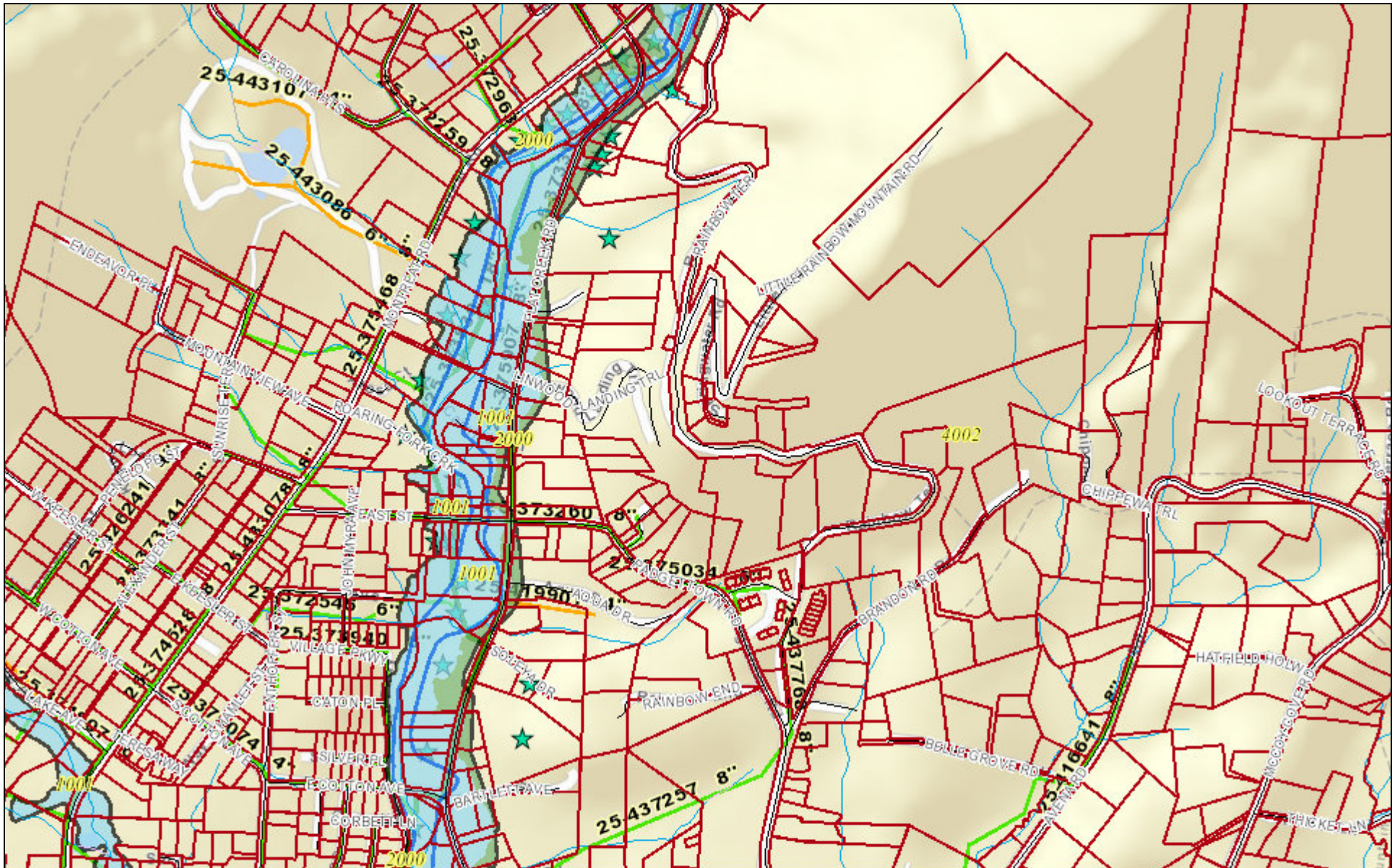
Notary Signature: Courtney N. Kidd

Notary Printed Name: Courtney N. Kidd

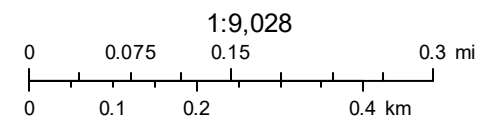
My Commission Expires: 5/17/2020



Buncombe County



November 7, 2019



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

REZONING

**MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.**

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:30

REZONING

MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:35

REZONING REQUEST

MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:36

REZONING

**MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.**

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:28



**Town of Black Mountain
Building, Planning and Zoning**

160 Midland Avenue ♦ Black Mountain ♦ North Carolina ♦ 28711
Phone: 828-419-9300 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-2962

STAFF REPORT

Planning Board Meeting Date: December 16, 2019

GENERAL INFORMATION

APPLICANT: Walker Ferguson

HEARING TYPE: Rezoning Request

REQUEST: OI-6 (office & institutional) to HB-8 (highway business)

CONDITIONS: N/A

LOCATION: 1068 Old US Hwy 70

PARCEL ID NUMBER(S): 0609-53-4523

PUBLIC NOTIFICATION: The notification are of for this public meeting was 200 feet (Chapter 1, Section 1.5.4 F of the Land Use Code requires notification of the owner of that parcel of land and the owners of all parcels within 200' of the property boundary of the proposed amendment). **16** notices were mailed to those property owners in the mailing area.

TRACT SIZE: .64 acres

TOPOGRAPHY: 5.13% slope

VEGETATION: Residential

SITE DATA

EXISTING USE

Residential

ADJACENT PROPERTY
100A Tabernacle Road
100B Tabernacle Road

ADJACENT ZONING
OI-6
OI-6

ADJACENT LAND USE
Single-Family Residential
Single-Family Residential

104A Tabernacle Road	OI-6	Single-Family Residential
104B Tabernacle Road	OI-6	Single-Family Residential
1076 Old US 70 Hwy	OI-6	Single-Family Residential
110 Tabernacle Road	OI-6	Multiple Residences
115 Tabernacle Road	OI-6	Single-Family Residential
113 Tabernacle Road	OI-6	Single-Family Residential
109 Tabernacle Road	OI-6	Single-Family Residential
123 Tabernacle Road	OI-6	Single-Family Residential
127 Tabernacle Road	OI-6	Single-Family Residential
1054 Old US 70 Hwy	HB-8	Manufacturing
99999 US 70 Hwy	HB-8	Vacant
99999 US 70 Hwy	HB-8	Vacant
100 WNC Shopping Center Dr.	HB-8	Shopping Center

SUMMARY OF DISTRICT PURPOSES

Office & Institutional (OI-6)	Provide transition between residential & commercial districts; to accommodate a mixture of residential, office, and institutional uses in conditions of good health and safety; to accommodate planned developments that are institutional in nature and which may have multiple buildings and uses within one property; and to protect property values of residential, institutional and professional uses within the district in a way that is mutually beneficial.
Highway Business (HB-8)	Provide goods and services which complement primary retail trade operations in the Town. Because the objectives and characteristics of this district, it should be located contiguous to major streets or within proximity to primary commercial districts. The intent of the district is to provide orderly growth along the Town's major thoroughfares; promote access management and traffic safety for all modes of transportation; encourage the redevelopment of existing commercial sites; create economic opportunities for general retail, restaurants, professional services, banks, automotive sales & service, and other uses which expand the Town's economic base; promote a safe, convenient and attractive environment for pedestrians to access stores; create gateways and entrances into the Town along central corridors; and encourage residential development that blends with the commercial character of the district and enhances the variety of housing options provided in the Town.

ZONING DISTRICT STANDARDS

District Summary

	<u>Existing</u>	<u>Requested</u>
Zoning District Designation:	OI-6	HB-8
Max. Density:	6 units/acre	8 units/acre
Front Setback:	30'	15'
Side Setback:	10'	10'
Rear Setback:	20'	30'
Min. Lot Size:	1/6 acre (7,260 sf)	1/8 acre (5,446 sf)
Max. Height:	35'	40'
Min. Width:	60'	50'
Min. Depth:	100'	None

Permitted Uses:

- Art studios
- Bar/brewery
- Cultural & community facilities
- Day care centers
- Educational facilities
- Group homes
- Laundromat
- Government facilities
- Health & fitness facilities
- Medical offices & clinics
- Newspaper & periodical distribution
- Places of worship
- Professional offices & services
- Public utilities
- Restaurant, brew pub/tavern
- Restaurants (walk-up)
- Retail uses (up to 2,500 sf)
- Shared housing arrangement/community living
- Single-family residences
- Taxi and transportation services
- Two-family residences (duplex)
- Any use permitted by right in the CB, SR-2, TR-4, UR-8, OI, NMU-8, CB or TND districts
- Animal services
- Amusements & entertainment uses
- Art studio & galleries
- Automotive sales, rental & service
- Bank & financial services
- Bar/brewery
- Building material sales
- Business services
- Cultural & community facilities
- Day care centers
- Farm supply stores
- Freight handling facilities
- Funeral homes
- Government facilities
- Group home
- Health & fitness facilities
- Heavy equipment sales, rental & service
- Heritage crafts
- Hospitals
- Hotels & motels
- Industrial cleaning services
- Instruction services & studios
- Laundry & dry cleaning
- Manufactured home sales & services

- Manufacturing, light (indoor)
- Medical offices & clinics
- Meeting halls for civic, social & fraternal uses
- Mini-storage or self-storage
- Mixed use buildings
- Places of worship
- Printing
- Professional offices & services
- Public utilities
- Restaurant, brew pub/tavern
- Restaurants & taverns (walk-up, drive-thru, sit down)
- Retail
- Shared housing arrangement/community living
- Warehousing
- Wholesale

Additional Requirements:

- | | |
|---|---|
| • Accessory structures | • Accessory structures |
| • Agriculture | • Agriculture |
| • Bed & breakfast homes & inns | • Bed & breakfast homes & inns |
| • Boarding house | • Family care homes for the handicapped |
| • Camps, summer | • Fences |
| • Conference centers | • Garden markets |
| • Family care homes for the handicapped | • Home occupations |
| • Home occupations | • Multi-family residential |
| • Market gardens | |
| • Neighborhood fueling facility | |
| • RV, camper hook-up areas (up to 2) as accessory to an institutional use | |

Conditional Uses:

- | | |
|----------------------------|------------------------|
| • Multi-family residential | • Adult establishments |
| | • Campgrounds |

		• Commercial developments of 2 acres or greater • Communications towers • Educational facilities • Golf courses & driving ranges • Laboratories & research facilities • Manufactured home parks • Outdoor theater • Tattoo parlor/body piercing studio
Special Uses:	• Conservation subdivision • Cottage housing development • Commercial, residential or both planned unit development	• Cottage housing development • Industrial park development • Planned unit development
Exclusions:	• Amusements • Automotive sales & service • Drive-through or drive-up uses • Mini-storage • Commercial warehousing • Correctional institutions • Outdoor kennels • Communications towers (except those attached to roofs or buildings) • Manufactured home parks • Any commercial use that creates exterior noise, fumes, odors, dust, vibrations • All uses not specifically enumerated	• Correctional institutions • All uses not specifically enumerated

SPECIAL INFORMATION

Overlay Districts

Historic District Overlay	N/A
Flood Damage Prevention Overlay	N/A

US 70 Corridor Overlay	N/A
Fire District Overlay	N/A
Pedestrian Master Plan Overlay	Subject property is shown in area for proposed sidewalk on Old US 70 Hwy
Wellness Protection Overlay	N/A
Environmental	
Floodplain	N/A
Floodway	N/A
Stream	N/A
Utilities	
Water	City of Asheville water lines
Sewer	A 6" and 8" sewer line are available on Old US 70 Hwy
Landscaping	
There are no landscaping requirements for residential property.	
Transportation	
Street Classification	NCDOT Road – SR2471 (Tabernacle Road) NCDOT Road – Old US 70 Hwy
Site Access	Access is available from Old US 70 Hwy and Tabernacle Road
Traffic Counts	5500 at intersection of Tabernacle Road and Old US 70 Hwy
Sidewalks	There are no sidewalks on either Old US 70 Hwy or Tabernacle Road at the subject property
Transit in Vicinity	None
Traffic Impact Analysis (TIA)	Not required by Land Use Code
Street Connectivity	N/A
Other	N/A

IMPACT/POLICY ANALYSIS

The HB-8 district would allow for more commercial uses but similar residential uses.

CONFORMITY WITH OTHER PLANS

The Comprehensive Plan includes the following elements:

Housing and Neighborhoods

We see safe, secure, quite neighborhoods in every part of our community, with well-tended yards and gardens, and small parks close at hand. Out town has chosen to focus on bringing the town together with an open network of pedestrian and bicycle friendly streets. Our neighborhoods display a variety of housing types and values, including attractive, affordable

housing in many forms. Neighborhood parks are included in the design and development of new neighborhoods from the outset.

MISC COMMENTS

TOWN OF BLACK MOUNTAIN PLANNING AND DEVELOPMENT SERVICES

REZONING APPLICATION

APPLICATION INFORMATION

Applicant Name: Walker Ferguson Date: 11/5/19

Address: 12 Holly Dr Asheville, NC 28805

Phone: 828-231-1663 Fax: _____ Email: Walker@larden.com

MAP AMENDMENT LOCATION AND REQUEST

Property Address: 10608 OLD US HWY 70 PIN #: 0609-53-4523-00000

Current Zoning Classification: OI-6 Requested Zoning Classification: HB-8

Current Land Use: Residential Size of Parcel: .64 ACRES

Reason for Requested Rezoning: Property is adjacent to HB-8 parcel and was formerly a gas station. Request being made to increase flexibility and density of a residential property. The renting or selling of units or duplexes is TBD and will depend on market conditions

[Signature]
Applicant Signature

Walker Ferguson
Applicant Printed Name

11/5/19
Date

FOR OFFICE USE ONLY

Date Received: 11/5/19 Received by: Jennifer Tipton

Pre-Application Meeting Date: _____

Fee: \$350.00 Cash: _____ Check: 3983 Credit: _____

Planning Board Meeting Date: December 16, 2019 Vote: _____ to _____ For ☐ Against ☐

Board of Aldermen Call for Public Hearing Date: _____

Board of Aldermen Meeting Date: _____ Vote: _____ to _____ For ☐ Against ☐

Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Phone: 828-419-9300 ~ 828-669-2030
www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN PLANNING AND DEVELOPMENT SERVICES

REZONING APPLICATION

OWNER'S AFFIDAVIT

The person(s) listed below does hereby appear before a Notary Public and swear or affirm that they are the legal owners of the property located at:

Walker Ferguson 1068 OLD US HWY 70

PIN #: 0609-53-4523-00000

The person(s) listed below does hereby give authorization and permission to:

Walker Ferguson of _____
(Name of Representative/Agent) (Name of Organization)

to submit to the Town of Black Mountain the following rezoning request for the above referenced property.

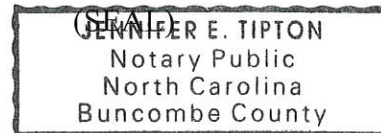
The persons listed below also consent to all conditions and/or stipulations that may be imposed or adopted by the Town of Black Mountain, as part of the petition/application approval.

Owner's Name (Print)	Owner's Signature	Date
<u>Walker Ferguson</u>	<u>[Signature]</u>	<u>11/14/19</u>
_____	_____	_____
_____	_____	_____

STATE OF NORTH CAROLINA
Buncombe COUNTY

On the 14 day of November, 2019, the person(s) listed above personally appeared before me, who executed the foregoing document, and each acknowledged that he/she executed the same and being sworn by me, made oath that the statements in the foregoing document are true.

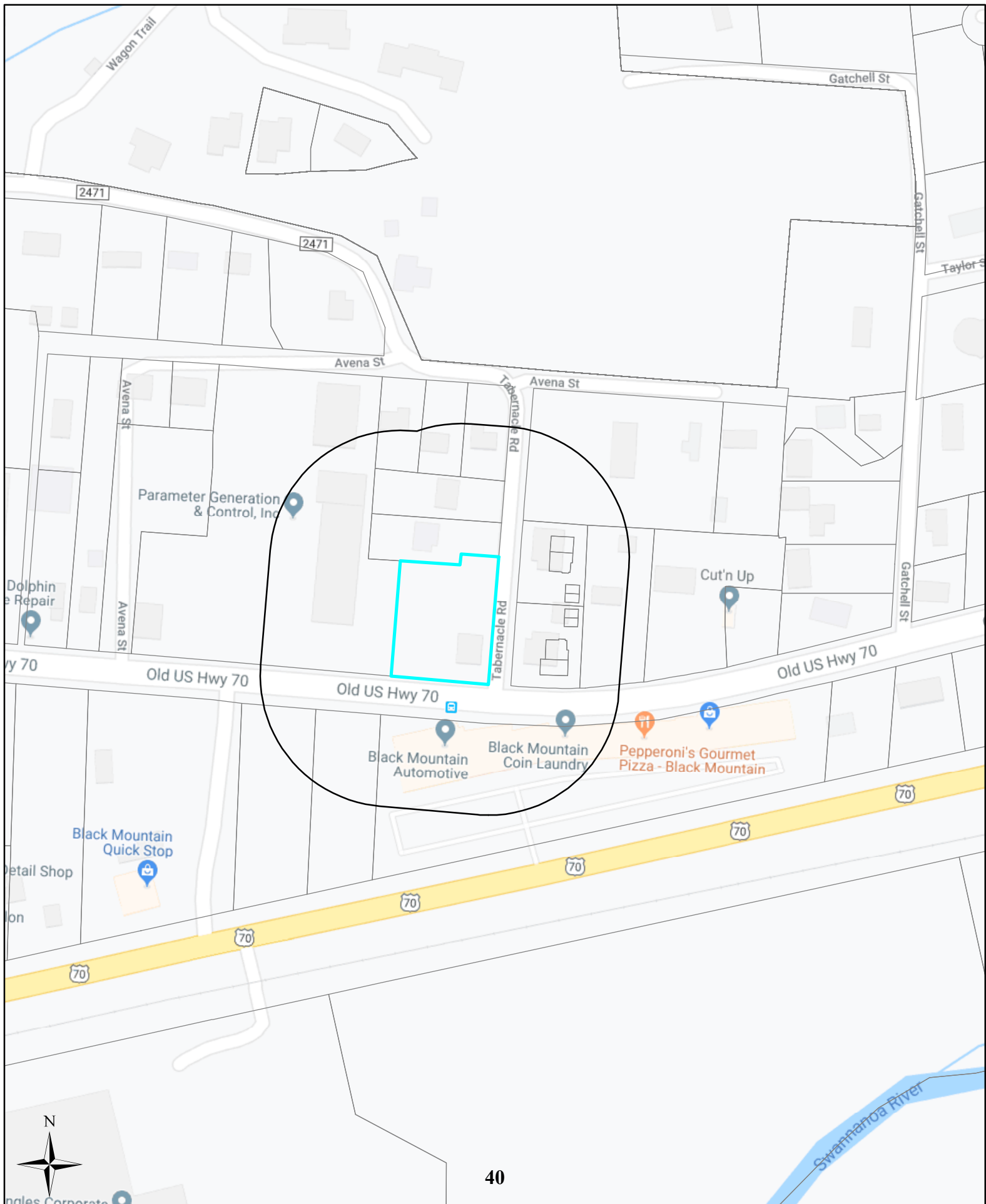
Jennifer E. Tipton
Notary Public
Jennifer E Tipton
Printed Name



My Commission Expires: December 18, 2021

Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Phone: 828-419-9300 ~ 828-669-2030
www.townofblackmountain.org

1068 Old US 70 Hwy Buffer Map



1068 Old US 70 Hwy - Property Owners within 200'

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PIN #</u>	<u>C/O</u>
Walker Boone Ferguson	12 Holly Drive	Asheville	NC	28805	0609-53-4523	
Mark Tokay; Edna Tokay; Matthew Tokay	109 Lady Slipper Trail	Swannanoa	NC	28778	0609-53-5496	
Sylvia Nissley and Frank Remkiewicz	2940 Valley Forge St	Sarasota	FL	34231	0609-53-5499	
Tabernacle Townhouses Homeowner Assoc	104A Tabernacle Road	Black Mountain	NC	28711	0609-53-5484	
Michael William and Patricia Naffin	104A Tabernacle Road	Black Mountain	NC	28711	0609-53-6603	
Jeffrey C and Holly H Erson	PO Box 251	Black Mountain	NC	28711	0609-53-6605	
Erin Michelle and Dominic Austin Taverniti	1076 Old US Hwy 70	Black Mountain	NC	28711	0609-53-6596	
Marlene M Jones Et Al	PO Box 1052	Black Mountain	NC	28711	0609-53-6798	Mattie J Slaughter
Fred and Carolyn Clayton	115 Tabernacle Road	Black Mountain	NC	28711	0609-53-4892	
James Daniel Ledford	123 Tabernacle Road	Black Mountain	NC	28711	0609-53-4823	
Scott R and Sandra H Parker	127 Tabernacle Road	Black Mountain	NC	28711	0609-53-3854	
Parameter Generation & Control Inc	PO Box 129	Black Mountain	NC	28711	0609-53-1750	
Randall Paul Jones	113 Tabernacle Road	Black Mountain	NC	28711	0609-53-4713	
Christina Elizabeth Dickson	109 Tabernacle Road	Black Mountain	NC	28711	0609-53-4616	
Wm C Honeycutt Jr ETAL	PO Box 5601	Asheville	NC	28813	0609-53-1266	Georgia G Honeycutt
Wm C Honeycutt Jr ETAL	PO Box 5601	Asheville	NC	28813	0609-53-2276	Georgia G Honeycutt
Christopher J Peterson	PO box 8841	Asheville	NC	28814	0609-53-6360	



Town of Black Mountain

160 Midland Avenue ♦ Black Mountain, North Carolina, 28711
Phone: 828-419-9373 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-5962

NOTICE OF REZONING REQUEST

(REGARDING NEIGHBORS WITHIN 200 FEET OF PROPERTY)

DATE: **December 2, 2019**

TO: **Property Owner**

FROM: **TOWN OF BLACK MOUNTAIN
ZONING ADMINISTRATOR**

APPLICANT NAME: **Walker Ferguson**

PROPERTY ADDRESS: **1068 Old US 70 Hwy**

PIN #: **0609-53-4523**

CURRENT ZONING CLASSIFICATION: **OI-6 (office and institutional)**

REQUESTED ZONING CLASSIFICATION: **HB-8 (highway business)**

CURRENT LAND USE: **Residential**

SIZE OF PARCEL: **.64 acres**

REASON FOR REQUESTED REZONING:

Property is adjacent to HB-8 parcel and was formerly a gas station. Request being made to increase flexibility and density of a residential layout. The renting or selling of units or duplexes is TBD and will depend on market conditions.

A public meeting of the Planning Board on this matter will be held Monday, December 16, 2019 @ 6:00 p.m. in the Board Room of Town Hall at 160 Midland Avenue.

This is your notification for this request specified under 1.5.4 of the Land Use Code for the Town of Black Mountain. Section 1.5.4 (G) and (I) indicate that notice be provided to all property owners within 200 feet of the site's property lines. Notice of the time, date and place of the hearing will be published in the Black Mountain News in accordance with the Land Use Code of the Town of Black Mountain.

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING FOR 1068**

OLD US 70 HWY) has been duly served by depositing a copy of the same in the United States

Mail, first-class, postage pre-paid, to the following:

Walker Boone Ferguson
12 Holly Drive
Asheville, NC 28805

Mark Tokay & Edna Tokay &
Matthew Tokay
109 Lady Slipper Trail
Swannanoa, NC 28778

Sylvia Nissley & Frank Remkiewicz
2940 Valley Forge St
Sarasota, FL 34231

Tabernacle Townhouses Homeowner
Assoc
104A Tabernacle Road
Black Mountain, NC 28711

Michael William & Patricia Naffin
104A Tabernacle Road
Black Mountain, NC 28711

Jeffrey C & Holly H Erson
PO Box 251
Black Mountain, NC 28711

Michelle & Dominic Austin Taverniti
1076 Old US 70 Hwy
Black Mountain, NC 28711

Marlene M Jones Et Al
PO Box 1052
Black Mountain, NC 28711

Fred & Carolyn Clayton
115 Tabernacle Road
Black Mountain, NC 28711

James Daniel Leford
123 Tabernacle Road
Black Mountain, NC 28711

Scott R & Sandra H Parker
127 Tabernacle Road
Black Mountain, NC 28711

Parameter Generation & Control Inc
PO Box 129
Black Mountain, NC 28711

Randall Paul Jones
113 Tabernacle Road
Black Mountain, NC 28711

Christina Elizabeth Dickson
109 Tabernacle Road
Black Mountain, NC 28711

CERTIFICATE OF MAILING

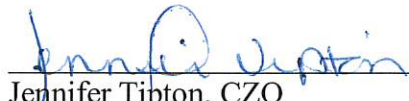
This is to certify that the foregoing document (**NOTICE OF REZONING FOR 1068**

OLD US 70 HWY) has been duly served by depositing a copy of the same in the United States

Mail, first-class, postage pre-paid, to the following:

Wm C Honeycutt Jr ETAL
c/o Georgia Honeycutt
PO Box 5601
Asheville, NC 28813

Christopher J Peterson
PO Box 8841
Asheville, NC 28814


Jennifer Tipton, CZO
Zoning Administrator

12/2/19
Date

Buncombe County, North Carolina

I certify that the following person personally appeared before me this day,
acknowledging to me that she signed the foregoing document: Notice of Rezoning Request
1068 Old US 70 Hwy

Date: 12/2/2019

Notary Signature: Courtney N. Kidd

Notary Printed Name: Courtney N. Kidd

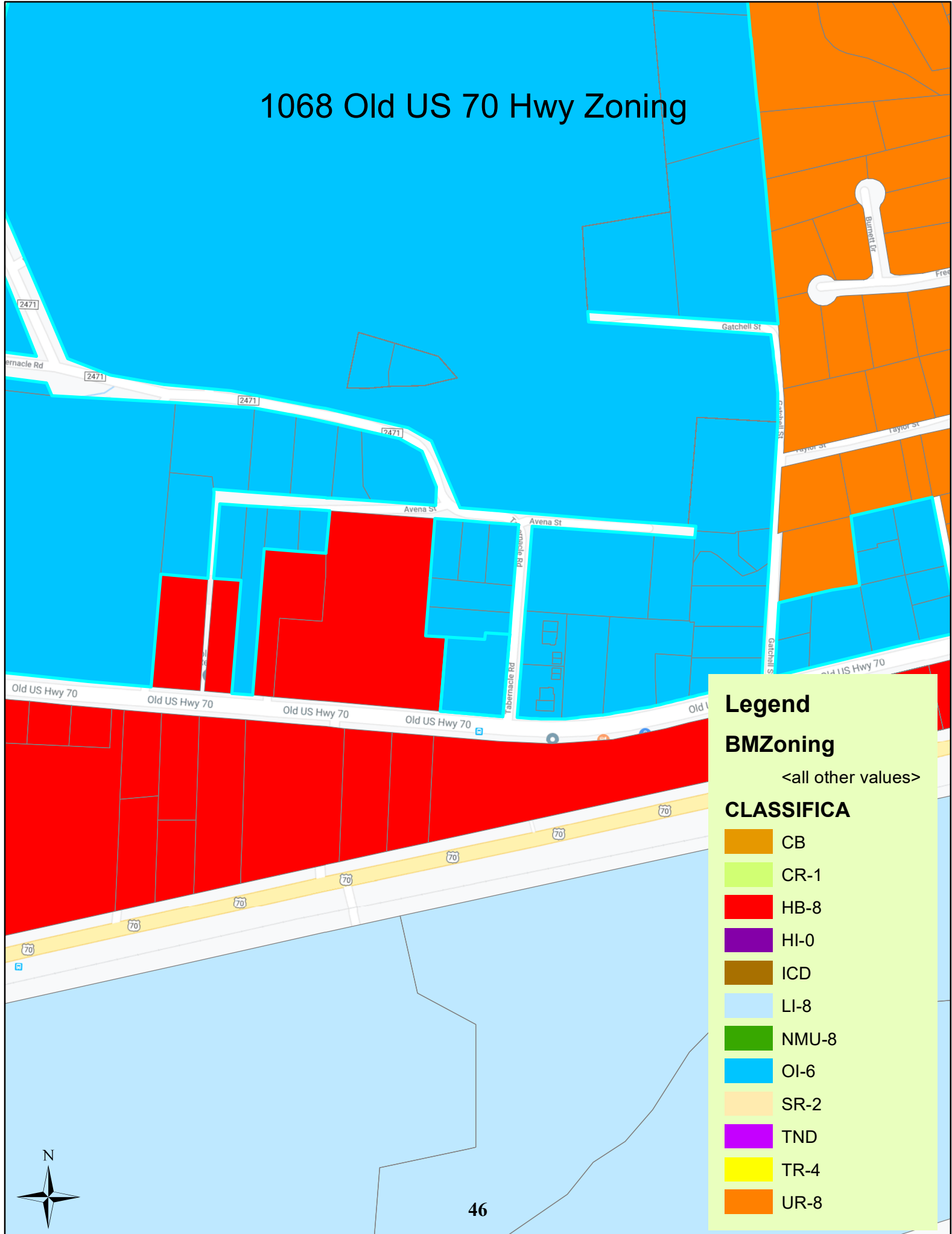
My Commission Expires: 5/17/2020



1068 Old US 70 Hwy Aerial Map



1068 Old US 70 Hwy Zoning



Legend

BMZoning

<all other values>

CLASSIFICA

- CB
- CR-1
- HB-8
- HI-0
- ICD
- LI-8
- NMU-8
- OI-6
- SR-2
- TND
- TR-4
- UR-8

REZONING REQUEST

**MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.**

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:13

REZONING REQUEST

MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:15

Town of Black Mountain Planning and Development



STAFF REPORT

Planning Board Meeting Date: June 24, 2019

GENERAL INFORMATION

APPLICANT: John Pomeroy and Micah Larimore

HEARING TYPE: Rezoning Request

REQUEST: SR-2 (Suburban Residential) to UR-8 (Urban Residential)

CONDITIONS: N/A

LOCATION: 1114 Montreat Road

PARCEL ID NUMBER(S): 0710-41-7795.00000

PUBLIC NOTIFICATION: The notification area for this public meeting was 200 feet (Chapter 1, Section 1.5.4 F of the Land Use Code requires notification of the owner of that parcel of land and the owners of all parcels within 200' of the property boundary of the proposed amendment). **52** notices were mailed to those property owners in the mailing area.

TRACT SIZE: 1.99 acres

TOPOGRAPHY: 7 % slope

VEGETATION: Residential

SITE DATA

EXISTING USE: Assisted Living Facility (vacant)

ADJACENT PROPERTY	ADJACENT ZONING	ADJACENT LAND USE
1120 Montreat Road	SR-2	Bed & Breakfast Home
12 Rushing Brook Lane	SR-2	Residential
15 Rushing Brook Lane	SR-2	Residential
1122 Montreat Road	SR-2	Residential
1124 Montreat Road	SR-2	Multiple Residences
1130 Montreat Road	SR-2	Cottages
321 Flat Creek Road	SR-2	Residential
313 Flat Creek Road	SR-2	Residential
99999 Montreat Road	SR-2	Vacant

Town of Black Mountain Planning and Development

7 Burgess Branch Drive	SR-2	Residential
314 Flat Creek Road	SR-2	Residential
316 Flat Creek Road	SR-2	Residential
99999 Flat Creek Road	SR-2	Vacant
312 Flat Creek Road	SR-2	Residential
310 Flat Creek Road	SR-2	Vacant
308 Flat Creek Road	SR-2	Multiple Residences
304 Flat Creek Road	SR-2	Residential
302 Flat Creek Road	SR-2	Residential
311 Flat Creek Road	SR-2	Residential
309 Flat Creek Road	SR-2	Residential
20 Cool River Drive	SR-2	Residential
7 Carefree Lane	SR-2	Residential
11 Carefree Lane	SR-2	Residential
12 Carefree Lane	SR-2	Residential
99999 Flat Creek Road	SR-2	Vacant
4 Carefree Lane	SR-2	Residential
303 Flat Creek Road	SR-2	Residential
99999 Flat Creek Road	SR-2	Vacant
299 Flat Creek Road	SR-2	Government/Vacant
125 East Street	UR-8	Government/Vacant
123A East Street	UR-8	Residential
119 East Street	UR-8	Multiple Residences
117 East Street	UR-8	Vacant
121 East Street	UR-8	Vacant
115 East Street	UR-8	Residential
115 ½ East Street	UR-8	Vacant
113 East Street	UR-8	Residential
113A East Street	UR-8	Residential
111 East Street	UR-8	Multiple Residences
1104 Montreat Road	UR-8	Machine Shop
1106 Montreat Road	UR-8	Residential
14 Roaring Fork Creek	UR-8	Residential
1108 Montreat Road	UR-8	Residential
1110 Montreat Road	UR-8	Residential
1112 Montreat Road	UR-8	Residential
8 Arosa Court	UR-8	Apartments
1107 Montreat Road	UR-8	Multiple Residences
7 Mountain View Avenue	UR-8	Multiple Residences
15 Mountain View Avenue	UR-8	Multiple Residences
99999 Mountain View Avenue	UR-8	Vacant
18 Mountain View Avenue	UR-8	Residential
99999 Mountain View Avenue	UR-8	Vacant
12 Mountain View Avenue	UR-8	Multiple Residences

Town of Black Mountain Planning and Development

6 Mountain View Avenue	UR-8	Multiple Residences
1111 Montreat Road	UR-8	Residential
1113 Montreat Road	UR-8	Residential
1115 Montreat Road	UR-8	Residential
1117 Montreat Road	UR-8	Residential
1119 Montreat Road	UR-8	Residential
17 Winter Haven Lane	UR-8	Multiple Residences
1123 Montreat Road	UR-8	Camp
1131 Montreat Road	UR-8	Residential

Summary of District Purposes

Suburban Residential (SR-2)	Protect areas in which the principal use of the land is single-family residential and where less dense development is preferred for the protection of slopes or environmentally sensitive areas, traditional single-family neighborhoods and preservation of open space.
Urban Residential (UR-8)	Provide a variety of housing types, promote density in the more urbanized and developable areas of Town, and structure the orderly development of residential neighborhoods.

ZONING DISTRICT STANDARDS

District Summary

	Existing	Requested
Zoning District Designation:	SR-2	UR-8
Max. Density:	2 units/aces	8 units/acre
Front Setback:	30'	20'
Side Setback:	10'	10'
Rear Setback:	30'	15'
Min. Lot Size:	½ acre (21,785 sf)	1/8 acre (5,446 sf) for major subdivisions 5,000 sf for all other residential
Max. Height:	35'	35'
Min. Width:	60' (15' at street)	15'
Min. Depth:	100'	None
Permitted Use:	● Governmental Facilities ● Public Utilities ● Single-Family Residences	● Community Living Facilities ● Government Facilities ● Places of Worship

Town of Black Mountain Planning and Development

	● Two-Family Residences (Duplex)	● Public Utilities ● Single-Family Residences ● Two-Family Residences (Duplex)
Additional Requirements:	● Accessory Structures ● Agribusiness ● Camps, Summer ● Conference Centers ● Family Care Homes ● Home Occupations ● Manufactured Homes (on individual lots) ● Market Gardens ● Secondary Dwellings	● Accessory Structures ● Agriculture ● Bed & Breakfast Homes ● Boarding House ● Camps, Summer ● Conference Centers ● Family Care Homes ● Home Occupations ● Manufactured Homes (on individual lots) ● Market Gardens ● Multi-family Residential ● Secondary Dwellings
Conditional Uses:	● Bed & Breakfast Homes ● Cultural Community Facilities ● Educational Facilities ● Multi-Family Residential ● Boarding House ● Places of Worship	● Bed & Breakfast Inns ● Day Care Centers ● Educational Facilities
Special Uses:	● Conservation Subdivision ● Cottage Housing Development ● Residential Planned Unit Development	● Conservation Subdivision ● Cottage Housing Development ● Residential Planned Unit Development ● Manufactured Home Parks
Exclusions:	● Correctional Institutions ● Manufactured Home Parks ● All uses not specifically enumerated	● Correctional Institutions ● All uses not specifically enumerated

SPECIAL INFORMATION

Overlay Districts

Historic District Overlay	N/A
Flood Damage Prevention Overlay	Yes
US 70 Corridor Overlay	N/A

Town of Black Mountain Planning and Development

Fire District Overlay	N/A
Pedestrian Master Plan Overlay	Property is shown in the area of multi-use path trail
Wellhead Protection Overlay	N/A

Environmental

Floodplain	Show in 100 and 500 year floodplain
Floodway	Back of property shown in floodway
Stream	Stream on western corner of lot

Utilities

Water	A 6" water line is available all along Montreat Road
Sewer	An 8" and 18" sewer line run through the property

Landscaping

There are no landscaping requirements for residential property

Transportation

Street Classification	NCDOT Road – NC 9 Hwy
Site Access	Access is available from Montreat Road
Traffic Counts	S of SR2515 = 3700 N of US 70 = 8400 Counts are from NCDOT Traffic Counts Map
Sidewalks	There is a sidewalk in front of the property
Transit in Vicinity	None
Traffic Impact Analysis (TIA)	Not required by Land Use Code
Street Connectivity	N/A
Other	N/A

IMPACT/POLICY ANALYSIS

Land Use Compatibility

The UR-8 (urban residential) zoning district would allow land uses that are compatible with the general character of the area.

Connections to 2014 Comprehensive Plan Update

CONFORMITY WITH OTHER PLANS

The Comprehensive Plan includes the following elements:

Housing and Neighborhoods

Town of Black Mountain Planning and Development

We see safe, secure, quiet neighborhoods in every part of our community, with well-tended yards and gardens, and small parks close at hand. Our town has chosen to focus on bringing the town together with an open network of pedestrian and bicycle friendly streets. Our neighborhoods display a variety of housing types and values, including attractive, affordable housing in many forms. Neighborhood parks are included in the design and development of new neighborhoods from the outset.

MISC COMMENTS

TOWN OF BLACK MOUNTAIN PLANNING AND DEVELOPMENT SERVICES

REZONING APPLICATION

APPLICATION INFORMATION

Applicant Name: JOHN POMEROY Date: 11/21/19
Address: 920 NC HWY 9 S. BMT NC 28711
Phone: (828) 242-2804 Fax: — Email: JOHNSTEWARTPOMEROY@GMAIL.COM

MAP AMENDMENT LOCATION AND REQUEST

Property Address: 1114 Montreal Rd PIN #: 0710-41-7795-00000
Current Zoning Classification: TR4 Requested Zoning Classification: UR8
Current Land Use: NURSING HOME Size of Parcel: 1.95
Reason for Requested Rezoning: we would like to renovate
the existing structure to be a functional, safe, and
attractive asset to town

[Signature] JOHN POMEROY 11/21/19
Applicant Signature Applicant Printed Name Date

FOR OFFICE USE ONLY

Date Received: 11/27/19 Received by: Jennifer Upton
Pre-Application Meeting Date: _____
Fee: \$350.00 Cash: _____ Check: #2441 Credit: _____
Planning Board Meeting Date: December 11, 2019 Vote: _____ to _____ For ☐ Against ☐
Board of Aldermen Call for Public Hearing Date: _____
Board of Aldermen Meeting Date: _____ Vote: _____ to _____ For ☐ Against ☐

Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Phone: 828-419-9300 ~ 828-669-2030
www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN PLANNING AND DEVELOPMENT SERVICES

REZONING APPLICATION

OWNER'S AFFIDAVIT

The person(s) listed below does hereby appear before a Notary Public and swear or affirm that they are the legal owners of the property located at:

John Romero / 1114 Montreal Rd LLC
PIN #: 0710-41-7795-00000

The person(s) listed below does hereby give authorization and permission to:

John Romero of 1114 Montreal Rd LLC
(Name of Representative/Agent) (Name of Organization)

to submit to the Town of Black Mountain the following rezoning request for the above referenced property.

The persons listed below also consent to all conditions and/or stipulations that may be imposed or adopted by the Town of Black Mountain, as part of the petition/application approval.

Owner's Name (Print)

John Romero

Owner's Signature

[Signature]

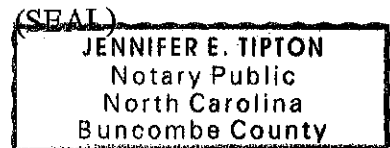
Date

11/27/19

STATE OF NORTH CAROLINA
Buncombe COUNTY

On the 27th day of November, 2019, the person(s) listed above personally appeared before me, who executed the foregoing document, and each acknowledged that he/she executed the same and being sworn by me, made oath that the statements in the foregoing document are true.

Jennifer E. Tipton
Notary Public
Jennifer E. Tipton
Printed Name



My Commission Expires: December 18, 2021

Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Phone: 828-419-9300 ~ 828-669-2030
www.townofblackmountain.org

JOHN (828) 242-2804



North Carolina Association
of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

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

John Stewart Pomerooy, Micah Paul Larimore
n(n) individuals ("Buyer"), and
(individual or State of formation and type of entity)
Black Mountain Property Holdings, LLC
a(n) NC LLC ("Seller").
(individual or State of formation and type of entity)

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

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

(a) **"Property":** (Address) 1114 Montreat Rd, Black Mountain, NC

Plat Reference: Lot(s) 24, Block or Section DR R.C. Anderson, as shown on Plat Book or Slide
24 at Page(s) 2, Buncombe County, consisting of 1.987 acres.

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

(For information purposes: (i) the tax parcel number of the Property is: 0710417795;
and, (ii) some or all of the Property, consisting of approximately 1.987 acres, is described in Deed Book
5300, Page No. 1254, Buncombe County.)

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

\$ 180,000.00 (b) **"Purchase Price"** shall mean the sum of One Hundred Eighty Thousand Dollars,
payable on the following terms:

\$ 50,000.00 (i) **"Earnest Money"** shall mean Fifty Thousand Dollars
or terms as follows:

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

Page 1 of 8



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

Buyer Initials JP Seller Initials ML

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

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

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

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

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

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

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

\$ 130,000.00 (v) Cash, balance of Purchase Price, at Closing in the amount of One Hundred Thirty Thousand Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before November 29, 2019 or _____.

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

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

November 12, 2019

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

Buyer Initials JS Seller Initials M Page 7 of 8

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

(f) **"Broker(s)"** shall mean:

Whitney Commercial ("Listing Agency"),
Jason Burk ("Listing Agent" - License # 173807)
 Acting as: ☒ Seller's Agent; ☐ Dual Agent
 and Freestone Properties ("Selling Agency"),
Scott Russell ("Selling Agent" - License # 246481)
 Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:Via Agent

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:Via Agent

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

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

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

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

Each party shall pay its own attorney's fees.

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

Buyer Initials JS DS M Seller Initials CR Page 3 of 8

STANDARD FORM 580-T
 Revised 7/2017
 © 7/2019

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after _____, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at anytime thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

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

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

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

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the

Buyer Initials JS Seller Initials M

Page 4 of 8

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

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

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

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

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

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Buyer Initials

JD

Seller Initials

M

Page 6 of 8

STANDARD FORM 580-T

Revised 7/2017

© 7/2019

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

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

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

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

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Buyer Initials JP Seller Initials M

Page 6 of 8

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

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

Section 15. Adverse Information and Compliance with Laws:

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

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

Seller represents that the regular owners' association dues, if any, are \$ n/a per n/a.

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

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

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

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

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

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

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

Buyer Initials JS DS Seller Initials CS Page 7 of 8

STANDARD FORM 580-T
Revised 7/2017
© 7/2019

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

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

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

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

BUYER:**Individual**

DocuSigned by:

John Stewart PomeroyJohn Stewart PomeroyDate: 11/12/2019

DocuSigned by:

Michael Paul LarimoreMichael Paul LarimoreDate: 11/12/2019**Business Entity**(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:**Individual**

Date: _____

Date: _____

Business EntityBlack Mountain Property Holdings
(Name of Entity)By: Charles E. Trefzger, Jr.Name: CHARLES E. TREFZGER, JR.Title: MANAGERDate: 11/14/19

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

(Name of Escrow Agent)

Date: _____

By: _____

EXHIBIT "A"LEGAL DESCRIPTION

Lying and being situated in BUNCOMBE County, North Carolina, and more particularly described as follows:

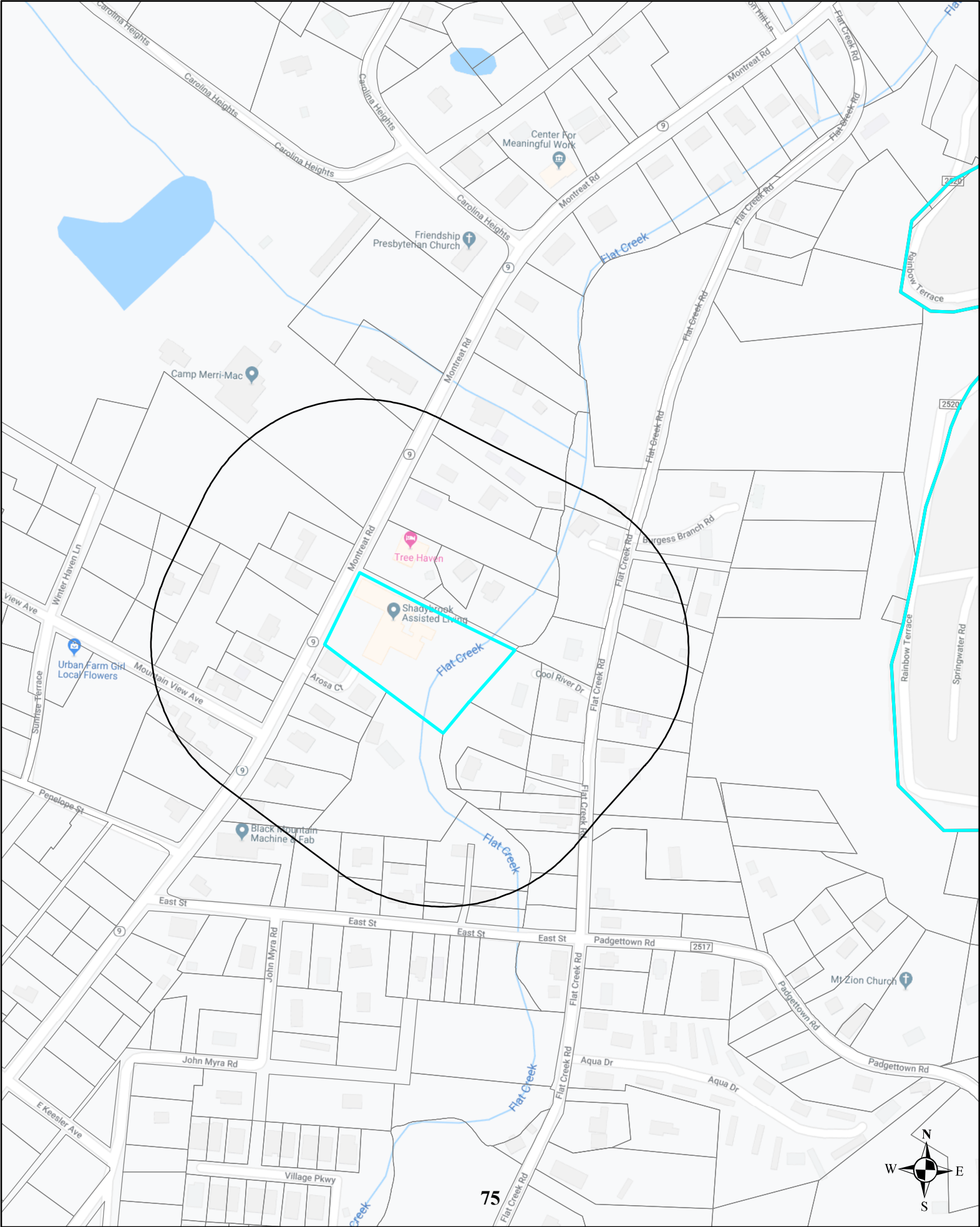
BEGINNING at a rebar lying South 38 degrees, 30 minutes, 22 seconds West 2381.60 feet from N.C.G.S. Monument "Montreat", (NC Grid Coordinates North 703,833.85, East 1,016,142.79 NAD 83), said rebar being the northwest corner of a plat of the property of "Dr. R.C. Anderson", by R.J. Martin, surveyor, and recorded at the Register of Deeds Office of Buncombe County at Plat Book 24, Page 2. Thence running from said rebar with a fence South 61 degrees, 1 minutes, 19 seconds East passing an iron pipe at 321.91 feet and a rebar on the bank of Flat Creek at 414.71 feet, a total distance of 431.01 to a point in the center of Flat Creek, thence down and with the center of Flat Creek four calls as follows: South 41 degrees, 24 minutes, 45 seconds West a distance of 27.22 feet; South 62 degrees, 29 minutes 10 seconds West 49.19 feet; South 53 degrees, 18 minutes, 38 seconds West 95.11 feet; and South 36 degrees, 12 minutes, 16 seconds West a distance of 107.97 feet; thence leaving the center of Flat Creek North 49 degrees, 57 minutes, 47 seconds West, passing a rebar on the bank of Flat Creek at a distance of 14.77 feet and a rebar at a distance of 164.03 feet, a total distance of 346.09 feet to an angle iron in the south margin of the right of way for Montreat Road; thence with the southern right of way for Montreat Road North 27 degrees, 20 minutes, 39 seconds East a distance of 195.06 feet to the point of BEGINNING, containing 1.987 acres.

DS
JP

DS
ML

CSF

1114 Montreat Road Buffer Map



1114 Montreat Road - Property Owners within 200'

Name	Address	City	State	Zip	PIN #	
Black Mountain Property Holds LLC	PO Box 2568	Hickory	NC	28603	0710-41-7795	
Frank E & Emily S Cappelli Jr	1120 Montreat Road	Black Mountain	NC	28711	0710-41-7958	
Frank E & Emily S Cappelli Jr	1120 Montreat Road	Black Mountain	NC	28711	0710-41-8984	
Carol A Redmond	15 Rushing Brook Ln	Black Mountain	NC	28711	0710-41-9858	
Goldston Living Trust	4115 Chattham Church Road	Sanford	NC	27330	0710-42-9013	
Cornucopia Cottages LLC	PO Box 996	Black Mountain	NC	28711	0710-42-9124	
Inevitable Grace Inc	1141 Montreat Road	Black Mountain	NC	28711	0710-42-9288	
Thomas L Milford	321 Flat Creek Road	Black Mountain	NC	28711	0710-52-2123	
Richard H & Arla H Yeatman & Joshua C Yeatman	313 Flat Creek Road	Black Mountain	NC	28711	0710-51-1985	
Richard H & Arla H Yeatman & Joshua C Yeatman	313 Flat Creek Road	Black Mountain	NC	28711	0710-52-0085	
Rebecca M Burgess	7 Burgess Branch Rd	Black Mountain	NC	28711	0710-52-4028	
Karen P & James W Fisher	314 Flat Creek Road	Black Mountain	NC	28711	0710-51-3953	
Karen P & James W Fisher	314 Flat Creek Road	Black Mountain	NC	28711	0710-51-3837	
Karen P & James W Fisher	314 Flat Creek Road	Black Mountain	NC	28711	0710-51-4858	
Sylvia S Carpenter	312 Flat Creek Road	Black Mountain	NC	28711	0710-51-3850	
Black Mountain Building & Dev LLC	161 42nd Ave	St Pete Beach	FL	33706	0710-51-3720	
Sherry L Kennison & Ronald W Deese	PO Box 1022	Black Mountain	NC	28711	0710-51-1718	
Christopher Charles Harrin	105 N Fork Rd	Black Mountain	NC	28711	0710-51-3519	
Chester & Darnell Wilkerson (LE)	301 Jack Corpening Rd	Nebo	NC	28761	0710-51-3407	
Joseph C Snyder	304 Portmanvilla Road	Black Mountain	NC	28711	0710-51-3391	
Clyde Q Fox	20 Cool River Drive	Black Mountain	NC	28711	0710-41-9697	
Rachel H Allen	309 Flat Creek Road	Black Mountain	NC	28711	0710-51-1624	
Willie Mae Lytle	11 Carefree Lane	Black Mountain	NC	28711	0710-41-9548	Minnie L Moore
Ted Malcom & Alma Williams	7 Carefree Lane	Black Mountain	NC	28711	0710-51-1502	
James Edward Lytle Sr	12 Carefree Lane	Black Mountain	NC	28711	0710-41-9458	
James Edward & Evelina L Lytle Sr	12 Carefree Lane	Black Mountain	NC	28711	0710-41-9413	
Marick II, LLC	102 Valley Vista Dr	Black Mountain	NC	28711	0710-51-0472	
Marick II, LLC	102 Valley Vista Dr	Black Mountain	NC	28711	0710-51-0347	
Robyn-Denise B Yourse	1805 Tulip St NW	Washington	DC	20012	0710-51-0370	Lamont Baxter
Town of Black Mountain	160 Midland Avenue	Black Mountain	NC	28711	0710-51-0292	

Town of Black Mountain	160 Midland Avenue	Black Mountain	NC	28711	0710-41-9166	
Donald L & Meredith Smith	11001 Winding Brook Ct	Manassas	VA	20111	0710-41-9270	
Rosa Dixon Flack Heirs	11001 Winding Brook Ct	Manassas	VA	20111	0710-41-9321	
JD Rentals Inc	48 Ben Lippen Rd	Asheville	NC	28806	0710-41-8147	
Lonnie Smith Jr	656 Padgettown Road	Black Mountain	NC	28711	0710-41-8241	Louise D Jones
Nathaniel & Beatrice Long	115 East St	Black Mountain	NC	28711	0710-41-7251	
Rent WNC LLC	PO Box 5474	Asheville	NC	28813	0710-41-6259	
Christopher Scott Eller	PO Box 5474	Asheville	NC	28813	0710-41-6250	
Fire Baptized Holiness Church of God of the Americas Mt View Chapel	115 1/2 East St	Black Mountain	NC	28711	0710-41-7351	
Otho & Jessie Sherrill	111 East Street	Black Mountain	NC	28711	0710-41-5246	
Roland H Tolley & James F Tolley	PO Box 279	Swannanoa	NC	28778	0710-41-3393	
Ashley Westmoreland	311 Secretariat Lane	Fairview	NC	28730	0710-41-4359	
John Cnnor & Kelly Marie Ware	427 4th St	Petaluma	CA	94952	0710-41-5406	
Edward W Colley Jr & Edward W Colley III	50 Green Forest Rd	Swannanoa	NC	28778	0710-41-5545	
Amanda Anne & Evan Alexander Martin	1112 Montreat Road	Black Mountain	NC	28711	0710-41-5682	
Triple-A Property Management LLC	PO Box 15914	Asheville	NC	28813	0710-41-6629	
Edward W Colley Jr & Edward W Colley III	50 Green Forest Rd	Swannanoa	NC	28778	0710-41-7511	
Glenda L Halford	1103 Montreat Road	Black Mountain	NC	28711	0710-41-2530	
Clarence & Marjorie Worley	6 Mountain View Ave	Black Mountain	NC	28711	0710-41-2588	
Clarence & Marjorie Worley	6 Mountain View Ave	Black Mountain	NC	28711	0710-41-3667	
Donna Melissa McCuen	PO Box 904	Black Mountain	NC	28711	0710-41-4701	
Sandra J Schuit	1113 Montreat Road	Black Mountain	NC	28711	0710-41-4725	
Burnice & Lillian G Lewis	PO Box 971	Black Mountain	NC	28711	0710-41-4845	
Leila Allen Laughter	1117 Montreat Road	Black Mountain	NC	28711	0710-41-4993	
Roland H & Carolyn M Tolley	PO Box 279	Swannanoa	NC	28778	0710-42-5041	
Thos V Stepp	15 Mountain View Ave	Black Mountain	NC	28711	0710-41-0548	
Linda C Worley	12 Mountain View Ave	Black Mountain	NC	28711	0710-41-2892	
Strategy Development LLC	186 Bobcat Trl	Clyde	NC	28721	0710-41-1851	
Marilyn Leonard Steel	425 Salisbury Ct	Winterville	NC	28590	0710-41-2911	
Merri-Mac Properties LLC	1123 Montreat Road	Black Mountain	NC	28711	0710-42-2051	
Samuel C & Ruth O Pearce	601 Highway 95	Rock Spring	GA	30739	0710-42-3173	
Merri-Mac Properties LLC	1123 Montreat Road	Black Mountain	NC	28711	0710-33-2849	

Robert Rogers Boyd	1131 Montreat Road	Black Mountain	NC	28711	0710-42-7421	
--------------------	--------------------	----------------	----	-------	--------------	--



Town of Black Mountain

160 Midland Avenue ♦ Black Mountain, North Carolina, 28711
Phone: 828-419-9373 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-5962

NOTICE OF REZONING REQUEST

(REGARDING NEIGHBORS WITHIN 200 FEET OF PROPERTY)

DATE: **December 2, 2019**

TO: **Property Owner**

FROM: **TOWN OF BLACK MOUNTAIN
ZONING ADMINISTRATOR**

APPLICANT NAME: **John Pomeroy**

PROPERTY ADDRESS: **1114 Montreat Road**

PIN #: **0710-41-7795.00000**

CURRENT ZONING CLASSIFICATION: **SR-2**

REQUESTED ZONING CLASSIFICATION: **UR-8**

CURRENT LAND USE: **Assisted Living Facility**

SIZE OF PARCEL: **1.95 acres**

REASON FOR REQUESTED REZONING:

We would like to renovate the existing structure to be a functional, safe and attractive asset to the town.

A public meeting of the Planning Board on this matter will be held Monday, December 16, 2019 @ 6:00 p.m. in the Board Room of Town Hall at 160 Midland Avenue.

This is your notification for this request specified under 1.5.4 of the Land Use Code for the Town of Black Mountain. Section 1.5.4 (G) and (I) indicate that notice be provided to all property owners within 200 feet of the site's property lines. Notice of the time, date and place of the hearing will be published in the Black Mountain News in accordance with the Land Use Code of the Town of Black Mountain.

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING REQUEST FOR 1114 MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Black Mountain Property Holdings LLC
PO Box 2568
Hickory, NC 28603

Frank E & Emily S Cappelli Jr
1120 Montreat Road
Black Mountain, NC 28711

Carol A Redmond
15 Rushing Brook Ln
Black Mountain, NC 28711

Goldston Living Trust
4115 Chattham Church Road
Sanford, NC 27330

Cornucopia Cottages LLC
PO Box 996
Black Mountain, NC 28711

Inevitable Grace Inc
1141 Montreat Road
Black Mountain, NC 28711

Thomas L Milford
231 Flat Creek Road
Black Mountain, NC 28711

Richard H & Arla H Yeatman &
Joshua C Yeatman
313 Flat Creek Road
Black Mountain, NC 28711

Rebecca M Burgess
7 Burgess Branch Road
Black Mountain, NC 28711

Karen P & James W Fisher
314 Flat Creek Road
Black Mountain, NC 28711

Sylvia S Carpenter
312 Flat Creek Road
Black Mountain, NC 28711

Black Mountain Building & Dev
LLC
161 42nd Ave
St Pete Beach, FL 33706

Sherry L Kennison & Ronald W Deese
PO Box 1022
Black Mountain, NC 28711

Christopher Charles Harrin
105 N Fork Road
Black Mountain, NC 28711

Chester & Darnell Wilkerson (LE)
301 Jack Corpening Road
Nebo, NC 28761

Joseph C Snyder
304 Portmanvilla Road
Black Mountain, NC 28711

Clyde Q Fox
20 Cool River Drive
Black Mountain, NC 28711

Rachel H Allen
309 Flat Creek Road
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING REQUEST FOR 1114 MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Willie Mae Lytle
c/o Minnie L Moore
11 Carefree Lane
Black Mountain, NC 28711

Ted Malcom & Alma Williams
7 Carefree Lane
Black Mountain, NC 28711

James Edward & Evelina Lytle Sr
12 Carefree Lane
Black Mountain, NC 28711

Marick II, LLC
102 Valley Vista Drive
Black Mountain, NC 28711

Robyn-Denise B Yourse
c/o Lamont Baxter
1805 Tulip St NW
Washington, DC 20012

Donald L & Meredith Smith
11001 Winding Brook Ct
Manassas, VA 20111

Rosa Dixon Flack Heirs
11001 Winding Brook Ct
Manassas, VA 20111

JD Rentals, Inc.
48 Ben Lippen Rd
Asheville, NC 28806

Nathaniel & Beatrice Long
115 East Street
Black Mountain, NC 28711

Lonnie Smith Jr
c/o Louise D Jones
656 Padgettown Road
Black Mountain, NC 28711

Rent WNC LLC
PO Box 5474
Asheville, NC 28813

Christopher Scott Eller
PO Box 5474
Asheville, NC 28813

Fire Baptized Holiness Church of God
of the Americas Mt View Chapel
115 ½ East Street
Black Mountain, NC 28711

Otho & Jessie Sherrill
111 East Street
Black Mountain, NC 28711

Roland H Tolley & James F Tolley
PO Box 279
Black Mountain, NC 28711

Ashley Westmoreland
311 Secretariat Lane
Fairview, NC 28730

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING REQUEST FOR 1114 MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

John Connor & Kelly Marie Ware
427 4th Street
Petaluma, CA 94952

Edward W Colley Jr & Edward
Colley III
50 Green Forest Road
Swannanoa, NC 28778

Amanda Anne & Evan Alexander Martin
1112 Montreat Road
Black Mountain, NC 28711

Triple-A Property Management LLC
PO Box 15914
Asheville, NC 28813

Glenda L Halford
1103 Montreat Road
Black Mountain, NC 28711

Clarence & Marjorie Worley
6 Mountain View Avenue
Black Mountain, NC 28711

Donna Melissa McCuen
PO Box 904
Black Mountain, NC 28711

Sandra J Schuit
1113 Montreat Road
Black Mountain, NC 28711

Burnice & Lillian G Lewis
PO Box 971
Black Mountain, NC 28711

Leila Allen Laughter
1117 Montreat Road
Black Mountain, NC 28711

Roland H & Carolyn M Tolley
PO Box 279
Black Mountain, NC 28711

Thos V Stepp
15 Mountain View Avenue
Black Mountain, NC 28711

Linda C Worley
12 Mountain View Avenue
Black Mountain, NC 28711

Strategy Development LLC
186 Bobcat Trl
Clyde, NC 28721

Marilyn Leonard Steel
425 Salisbury Ct
Winterville, NC 28590

Merri-Mac Properties LLC
1123 Montreat Road
Black Mountain, NC 28711

CERTIFICATE OF MAILING

This is to certify that the foregoing document (**NOTICE OF REZONING REQUEST FOR 1114 MONTREAT ROAD**) has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

Samuel C & Ruth O Pearce
601 Highway 95
Rock Spring, GA 30739

Robert Rogers Boyd
1131 Montreat Road
Black Mountain, NC 28711

Jennifer Tipton
Jennifer Tipton, CZO
Zoning Administrator

12/2/19
Date

Buncombe County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: Notice of Rezoning Request - 1114 Montreat Rd.

Date: 12/2/2019

Notary Signature: Cortney N. Kidd

Notary Printed Name: Cortney N. Kidd

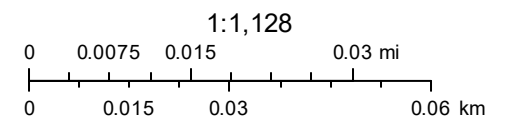
My Commission Expires: 5/17/2020



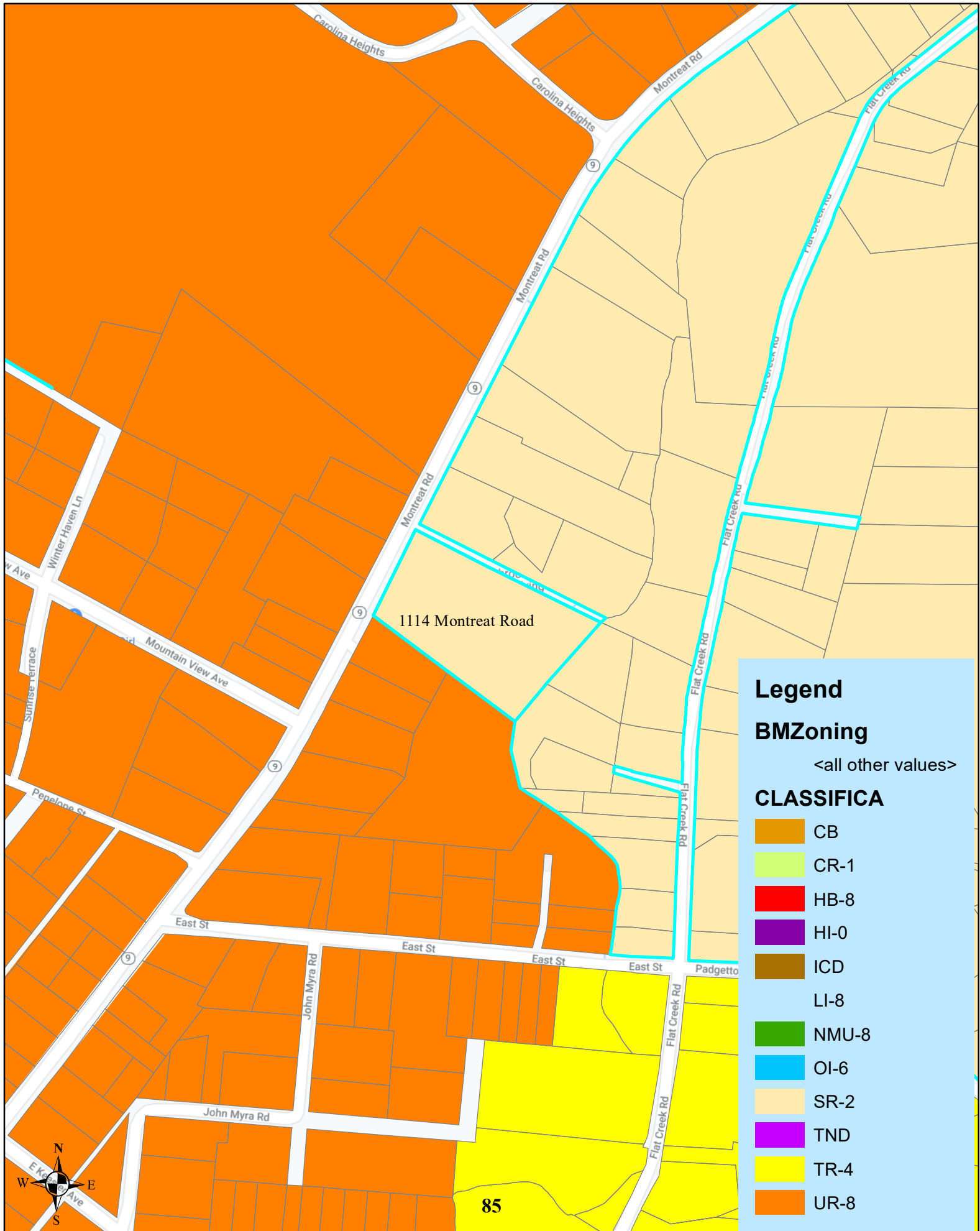
Buncombe County



November 25, 2019



1114 Montreat Road Zoning Classification



REZONING

**MONDAY,
DECEMBER 16,
2019 @ 6:00 P.M.**

*Town Hall
160 Midland Avenue
Black Mountain, NC 28711
828-419-9373 for more information*

12/02/2019 15:28