



Agenda

Planning Board Regular Meeting

7:00 PM March 19, 2026

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

1. Call to order, confirmation of quorum, and public charge

The Hillsborough Planning Board pledges to the community of Hillsborough its respect. The board asks participants to conduct themselves in a respectful, courteous manner with the board and with fellow participants. At any time should any member of the board or any participant fail to observe this public charge, the Planning Board chair or their designee will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Planning Board chair or their designee will recess the meeting until such time that a genuine commitment to this public charge is observed.

2. Agenda changes and approval

3. Minutes review and approval

A. Minutes from the Planning Board Regular Meeting on January 15, 2026

B. Minutes from the Joint Public Hearing on February 19, 2026

4. Public comment period for matters not on the agenda

Anyone wanting to address the board must sign up to speak before the meeting begins.

5. Business meeting

A. Appointment of Board of Adjustment representative

B. Appointment of Parks and Recreation Board representative

6. Closed session

Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with the town attorney in order to preserve the attorney-client privilege.

7. Old business

A. Rezoning and development agreement requests for 715 US Hwy 70 East; PIN 9874-49-0155 (applicant-initiated)

8. New business

A. Discussion of potential zoning district changes with UDO consultant

9. Updates

10. Adjournment

101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-732-1270 | www.hillsboroughnc.gov | @HillsboroughGov

Interpreter services or special sound equipment for compliance with the American with Disabilities Act is available on request. If you are disabled and need assistance with reasonable accommodations, call the Town Clerk's Office at 919-296-9443 a minimum of two business days in advance of the meeting.

Public Comment Instructions

For agenda items and items not on the agenda.

Public Comment — Written

Members of the public may provide written public comment by submitting it via the Planning Board contact form at <https://www.hillsboroughnc.gov/about-us/contact/planning-economic-development> by noon the day of the meeting.

When submitting the comment, include the following:

- Date of the meeting
- Agenda item you wish to speak on
- Your name, address, email, and phone number

Public Comment — Verbal

Members of the public can indicate they wish to speak during the meeting by contacting the Planning Board's staff support at 919-296-9470 or through the board contact form at <https://www.hillsboroughnc.gov/about-us/contact/planning-economic-development> by noon the day of the meeting.

When submitting the request to speak, include the following:

- Date of the meeting
- Agenda item you wish to speak on
- Your name, address, email, and phone number

Members of the public can also attend the meeting and sign up to speak prior to the meeting starting. For concerns prior to the meeting related to speaking, contact staff support at 919-296-9470.

Minutes

PLANNING BOARD

Regular meeting

7:00 p.m. January 15, 2026

Board Meeting Room of Town Hall Annex, 105 E. Corbin St.



Present: Chair Frank Casadonte, Vice Chair Hooper Schultz, Jeanette Benjey, Robert Iglesias, Sean Kehoe, Sherra Lawrence, and Carrie Winkler

Staff: Senior Planner Molly Boyle and Engineering Services Manager Bryant Green

1. Call to order and confirmation of quorum

Chair Frank Casadonte called the meeting to order at 7:00 p.m. Senior Planner Molly Boyle confirmed the presence of a quorum.

2. Agenda changes and approval

Motion: Vice Chair Hooper Schultz moved to approve the agenda. Planning Board member Sean Kehoe seconded.

Vote: 7-0. Motion passed.

3. Minutes review and approval

Minutes from joint public hearing on November 20, 2025.

Motion: Planning Board member Jeanette Benjey moved to approve the minutes. Schultz seconded.

Vote: 7-0. Motion passed.

4. Rules of Procedure review and approval

Senior Planner Molly Boyle explained that there were two changes to the Planning Board Rules of Procedure: all meetings would now begin at 7 pm and the order of agenda items had been updated to better reflect current practice.

Motion: Schultz moved to approve the changes to the Rules of Procedure. Lawrence seconded.

Vote: 7-0. Motion passed.

5. Chair election

Boyle explained that Casadonte would be rotating off the Planning Board on January 31 after two full, successive terms. She said the board needed to elect its new chair, who would assume their duties on February 1.

Boyle explained that as the clerk, she was to facilitate the election of the chair. She opened the floor for nominations. Kehoe nominated Schultz for chair. No other nominations were made, and Boyle asked for a motion to close the floor to nominations.

Motion: Planning Board member Carrie Winkler moved to close the floor to nominations. Kehoe seconded.
Vote: 7-0. Motion passed.

Per the Rules of Procedure, Boyle conducted a roll call vote to elect Schultz as chair. All board members voted in favor (7-0), and Schultz was elected chair effective February 1, 2026.

Since Schultz had been serving as vice chair, an election for vice chair was also held. Boyle opened the floor to nominations, and Planning Board member Robert Iglesias nominated Sherra Lawrence for vice chair. Hearing no other nominations, Boyle asked for a motion to close the floor to nominations.

Motion: Kehoe motioned to close the floor to nominations. Schultz seconded.
Vote: 7-0. Motion passed.

Boyle conducted a roll call vote, and all members voted to elect Lawrence as vice chair effective February 1, 2026 (7-0).

Boyle also announced that Planning Board member Tiffney Marley had resigned from the board to pursue a PhD program at UNC. She introduced Kimberly Landaverde, who was sitting in the audience. Boyle said Landaverde had been appointed to the vacant Planning Board seat by the town board, and her term would begin in February.

6. Board training session with Bryant Green, Engineering Services Manager

Bryant Green, Engineering Services Manager for the Town of Hillsborough, began by thanking board members for their service and provided background on his professional qualifications, including his engineering license and experience.

Green conducted a comprehensive training session on water and sewer availability and infrastructure. Board members were free to ask questions throughout the session. Green discussed the following topics with the board:

- Town Water System Overview: Green explained that the town provides potable water and sewer treatment through facilities on Dimmocks Mill Road (water treatment) and Elizabeth Brady Road (wastewater treatment). He detailed current processing volumes: approximately 2.2 million gallons per day for water and 1.3-1.4 million gallons per day for wastewater.
- Water Supply: Green described the West Fork on the Eno Reservoir as the town's raw water source, with approximately a two-year supply. Water flows from the reservoir through the Eno River to the water treatment plant.
- Treatment Process: The water plant can treat 3 million gallons per day but operates optimally below 2.5 million. Green explained the treatment process, including filtration and backwashing procedures.
- Infrastructure Challenges: Compared to other, larger municipalities, the town has a high ratio of pump stations (42-43) to utility customers. This is due to Hillsborough's topography and physical barriers like I-40, I-85, the railroad, and the Eno River.
- Financial Issues: Green discussed how infrastructure debt, particularly for the West Fork on the Eno Reservoir and wastewater plant upgrades, affects water rates. He also explained the impact of

Tropical Storm Chantal, which damaged the River Pump Station, and complications with FEMA funding for repairs.

- Urban Service Boundary Updates: Green explained that the town has reduced its Urban Service Boundary to improve water quality by reducing the distance water must travel through the system. About 25% of treated water is currently wasted through flushing, which is necessary to maintain water quality when water travels a significant distance through the distribution system.
- Development Considerations: Green described how the town evaluates capacity when considering new developments and the growing use of developer "proffers" (i.e., contributions toward infrastructure improvements) to fund system upgrades.

7. Updates

- A. Board of Adjustment
Iglesias reported that the Board of Adjustment did not meet that month.
- B. Parks and Recreation Board
Schultz reported that the Parks and Recreation Board had not meet in December but would meet the following week.
- C. Staff and board members
Boyle said she had no updates other than Tiffney Marley’s resignation, which she had addressed earlier. No other board members had updates either.

8. Adjournment

Motion: Schultz motioned to adjourn the meeting. Kehoe seconded.
Vote: 7-0. Motion passed.

The meeting adjourned at 8:51 p.m.

Respectfully submitted,

Molly Boyle
Senior Planner
Staff support to the Planning Board

Approved: Month X, 202X

Minutes

PLANNING BOARD & BOARD OF COMMISSIONERS

Joint public hearing

7:00 p.m. February 19, 2026

Board Meeting Room of Town Hall Annex, 105 E. Corbin St.



Present

Town board: Mayor Mark Bell and commissioners Robb English, Kathleen Ferguson, and Matt Hughes

Planning Board: Chair Hooper Schultz, Vice Chair Sherra Lawrence, and members Jeanette Benjey, Sean Kehoe, Robert Iglesias, Kimberly Landaverde, and Carrie Winkler

Absent: Commissioners Meaghun Darab and Evelyn Lloyd

Staff: Asst. Town Manager/Community Services Director Matt Efird, Planning and Economic Development Manager Shannan Campbell, Senior Planner Molly Boyle, and Town Attorney Robert Hornik

1. Call to order, confirmation of quorum, and public charge

Mayor Mark Bell called the joint meeting to order and confirmed the presence of a quorum. He reviewed the public charge and passed the gavel to Planning Board Chair Hooper Schultz to conduct the meeting.

2. Agenda changes and approval

Schultz asked if there were any suggested changes to the agenda. Bell stated that Town Attorney Robert Hornik was requesting a closed session with the town board and Planning Board. This would be the new item 3 on the agenda.

Motion: Commissioner Robb English moved to approve the amended agenda and move into closed session. Commissioner Kathleen Ferguson seconded.

Vote: 10-0. Motion passed.

3. Closed session

Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with the town attorney to preserve the attorney-client privilege.

Mayor Bell, the commissioners, and the Planning Board left the room to enter closed session. They returned after approximately ten minutes.

4. Open the public hearing

Motion: Ferguson motioned to open the public hearing. Planning Board member Robert Iglesias seconded.

Vote: 10-0. Motion passed.

Senior Planner Molly Boyle addressed the audience and welcomed everyone to the public hearing. She introduced the boards, explained the purpose and process of the public hearing, and asked members to sign up on the sheet by the door if they wished to speak that evening.

5. Public hearings

A. Rezoning request for 202 Holiday Park Road; PIN 9865407877 (applicant-initiated)

Boyle explained the property owner, Home Hillsborough LLC, was requesting to rezone their 6.25-acre parcel at 202 Holiday Park Road from General Commercial (GC) to Neighborhood Business (NB). The property has an existing 6,000 square foot warehouse building.

Boyle said both General Commercial and Neighborhood Business are commercial districts, but Neighborhood Business is a lower intensity district intended to serve immediately surrounding neighborhoods rather than the community at large. She said if approved, this would be considered a down-zoning. Senate Bill 382 prohibits government-initiated down-zonings, but this down-zoning would be permissible because it was initiated by the property owner.

Ferguson raised concerns about the rezoning since the property was part of the Highway 70/Corenlius Street gateway. Boyle asked the managing member of Home Hillsborough LLC, Gregg Pacchiana, to come to the podium and discuss his reasoning behind the rezoning request.

Pacchiana explained that their current tenant, a wine wholesaler, will not be renewing their lease at the existing warehouse. The LLC has a potential tenant, a church, but churches are not allowed in the General Commercial district. He noted this is a temporary solution while they evaluate long-term redevelopment plans, ideally for some type of mixed-use development. He noted that even though the potential tenant is a church, the church would be leasing the property, not owning it. So, the town would still get commercial tax revenue from the property. It would not be tax exempt.

Boyle said the applicant had also considered applying for a text amendment to allow churches in the General Commercial district. Staff had recommended against the idea since 1) churches are allowed in several other zoning districts and 2) that would open the entire General Commercial district to a significant non-commercial use.

Commissioner Ferguson expressed concern about losing light industrial capacity with the down-zoning. Property owner Gregg Pacchiana acknowledged this concern but stated the LLC is comfortable with the risk, believing their long-term vision for the property aligns with the town's plans for the area.

No public speakers signed up for this item.

B. Rezoning request and development agreement for 715 US Highway 70 East; PIN 9874490155 (applicant-initiated)

Planning and Economic Development Manager Shannan Campbell presented the staff report for the rezoning and development agreement requests for the 13.4-acre undeveloped property owned by KEPSC LLC. The property is currently zoned Assisted Living Neighborhood (ALN), and the applicant was requesting to rezone it to Multi-Family (MF). Attorney Robin Tatum was present to represent the applicant.

Campbell noted that the property was part of the original Corbinton Commons Retirement Campus master plan from the early 2000s. The original plan included 47-69 single family homes, which were built as Corbinton Commons, and either a 142-unit assisted living facility or a 275-unit continuing care retirement community on the eastern parcel, which was never developed.

The applicant is proposing approximately 67 townhome units, a small amenity center, parking, landscaping, and trails. The 10-year development agreement includes several key provisions:

- a \$40,000 payment to the affordable housing fund;
- private streets with required infrastructure standards;
- sidewalks along Highway 70 frontage;
- walking trail connections to Corbinton Commons; and
- repairs to the existing pedestrian bridge between properties.

Campbell explained that water and sewer service will be available no later than June 30, 2028, with infrastructure improvements including two water line connection points and connection to the Corbinton Commons pump station. She said that pump station upgrades are needed and will be funded through system development fees paid by the project.

After Campbell finished her presentation, the public comment period began.

Lynn Parker, representing the Corbinton Commons Homeowners' Association, expressed concerns about the proposed trail connectivity between the developments. She argued that connecting trails made sense when both developments were planned as 55+ communities, but it no longer makes sense with the multifamily proposal bringing younger residents and children who might jog, run, and bicycle on trails used by aging residents with slower walking speeds and diminished reflexes. She also raised concerns about the pedestrian bridge needing to be replaced rather than just being repaired. She also requested that the new development contribute to the \$10,000 annual easement payment Corbinton Commons makes for downtown access.

Andrea Shapiro, whose Saint Mary's Road property is directly south of the development, questioned how the multifamily proposal could be considered "mostly comparable" to the original assisted living plan. She noted that healthcare bed residents typically don't drive, while 67 multifamily units would bring at least 100 cars to an already congested area. She compared the density to suburban Los Angeles and questioned where children would play, expressing concerns about inadequate amenities for families. She requested clearer information about landscaping buffers and whether they would be properly maintained.

Lee Gordon raised multiple concerns including lighting, the 50-foot buffer, traffic impacts on Highway 70, water capacity issues given Hillsborough's growth, and general infrastructure pressures. He questioned whether the town has adequate water and sewer capacity and noted that residents would need to shop elsewhere since local commercial areas remain underdeveloped.

Don Bryson, a retired civil engineer and Corbinton Commons resident, stated technical concerns about the pedestrian bridge, noting that several piers are in the creek and have been undermined by flooding. He stressed the need for clear maintenance agreements since the bridge straddles property lines. He also questioned the condition of existing utility easements that have not been maintained and raised concerns about a partially built retaining wall that has deteriorated.

Michael Trivette asked about funding for needed pump station upgrades and road quality standards, given Corbinton Commons' previous road issues that required public intervention. Trivette was the last member of

the public who had signed up to speak, so the boards began their discussion.

Ferguson questioned the private road arrangement, expressing concern about maintenance responsibilities and town staff time dealing with issues the town cannot resolve. She sought clarification on construction standards and long-term maintenance arrangements.

Attorney Robin Tatum explained that the development agreement requires compliance with all UDO standards, the street manual, building code, and fire prevention code requirements. Maintenance responsibility would fall to the property owner, though specific arrangements have not been determined and may involve covenants.

Campbell clarified that these would function more like parking lots than traditional streets, similar to other multifamily developments, with private maintenance by a master ownership entity. Several board members expressed concerns about road quality given the history of problems with Corbinton Commons.

C. Text amendment to UDO Sec. 2.5.7, Historic District Commission – Quorum & Necessary Vote (staff-initiated)

Boyle presented this staff-initiated text amendment on behalf of her colleague, Joseph Hoffheimer, who was not at the meeting. She said the current UDO regulations are more restrictive than state statute regarding quorum requirements for the Historic District Commission. Approximately two meetings per year must be canceled due to inability to meet quorum.

The proposed amendment would change the language from requiring "four members" to "a majority of members," with vacant positions and disqualified members not counted toward the majority calculation. This would address problems with vacant seats, member absences, and recusals.

Campbell explained that the commission currently has two vacant seats, which, when combined with absences and recusals, creates frequent quorum problems. She noted recruitment difficulties due to the specialized nature of the board.

Ferguson asked about recusal standards. Town Attorney Bob Hornik clarified that members are not actually recusing themselves. Rather, they are technically disqualified from voting under certain circumstances, such as living next door to a subject property.

Commissioner Matt Hughes suggested revising the language to match state statute more closely, noting that the general statute requires "demonstrated special interest, experience, or education," while the UDO requires members to be "qualified by special interest, knowledge, or training," with the statute language potentially providing more flexibility for recruitment.

Several solutions were discussed, including changing commission membership from seven full members to five full members and two alternates, similar to the town's Board of Adjustment. Boyle and Hornik noted this would require a separate text amendment and public hearing. Staff said they would revise the text amendment based on board feedback and bring the item back to the public hearing in May.

6. Close the public hearing

Motion: Planning Board member Sean Kehoe motioned to close the public hearing. Planning Board Vice Chair Sherra Lawrence seconded.

Vote: 10-0. Motion passed.

Mayor Bell and the commissioners left. The Planning Board took a five-minute recess to allow the elected officials to leave.

7. Planning Board recommendations

The Planning Board discussed their recommendations on the public hearing items.

For the 202 Holiday Park rezoning, Iglesias noted that the Neighborhood Business zoning aligns with the future land use designation of retail services and is consistent with the UDO, though it is less intensive than the current zoning. Members generally acknowledged they were not inherently opposed to the rezoning, but they thought the request to down-zone was unusual.

Motion: Iglesias motioned to recommend approval of the rezoning request for 202 Holiday Park. Seconded by Kehoe.

Vote: 7-0. Motion passed.

The Planning Board decided not to make a recommendation on the 715 US Hwy 70 East rezoning. The board said it would continue to discuss the proposal at its meeting in March.

8. Updates

A. Board of Adjustment

Iglesias reported that the Board of Adjustment recently heard two special use permit requests: one for a driveway modification for Auman Village, which was approved, and one for an extension on the Special Use Permit for Collins Ridge Phase 2, which was also approved.

B. Parks and Recreation Board

Schultz reported on the draft master plan for Kings Highway Park, which will be renamed Kings Highway Natural Area to better reflect its character as a natural space rather than a traditional park with active play areas and equipment.

C. Staff and board members

Boyle announced that the March meeting will include the annual business meeting with elections for the Parks & Recreation Board representative and Board of Adjustment representative positions. Chair and vice chair elections were completed in January when Frank Casadonte rotated off the board.

9. Adjournment

Motion: Kehoe motioned to adjourn the meeting. Lawrence seconded.

Vote: 7-0. Motion passed.

The meeting adjourned at 8:58 p.m.

Respectfully submitted,



Molly Boyle, Senior Planner
 Staff support to the Planning Board
 Approved: Month X, 202X



Agenda Abstract

PLANNING BOARD REGULAR MEETING

Meeting Date: March 19, 2026
 Department: Planning & Economic Development Division
 Agenda Section: Public hearing
 Public hearing: Yes
 Date of public hearing: February 19, 2026

PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager

ITEM TO BE CONSIDERED

Subject: General use rezoning request and development agreement for 715 US HWY 70 East (PIN 9874490155); Assistive Living Neighborhood (ALN) to Multifamily (MF)

Attachments:

1. Rezoning application
2. Vicinity, Zoning, and Future Land Use Maps
3. UDO Table 5.1.7, Use Table for Residential Districts (allowable uses in ALN and MF highlighted)
4. Draft development agreement and 'Exhibit B' concept plan
5. Draft Planning Board Consistency statement and recommendation

Summary:

715 US HWY 70 EAST – Rezoning Details	
Property owner	KEPSC LLC
Applicant	Robin Tatum, attorney for the property owner
Parcel ID Numbers (PINs)	9874490155
Location	715 US HWY 70 East
In town limits?	Yes
Acreage	Approx. 13.44
Current zoning	Assistive Living Neighborhood (ALN)
Proposed zoning	Multifamily (MF)
Future Land Use category	Mixed Residential Neighborhood (no change)

Comprehensive Sustainability Plan goals:

Land Use and Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.

Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.

Action: Analyze additional opportunities for infill and redevelopment and increased density in existing neighborhoods, focusing on the provision of water and sewer and other infrastructure and services.

Financial impacts:

Low to Moderate. Streets and trash collection will be private.

Staff recommendation and comments:

Background

This parcel was originally master planned under a Special Use Permit in the early 2000’s for development with the parcel directly to the west, already constructed and commonly known as the Corbinton Commons neighborhood, a 55+ community.

The project was originally called the ‘Corbinton Commons Retirement Campus’ and included plans for 47-69 single family detached homes (what is now known as Corbinton Commons) and either A.) 142 unit Multi-unit Assisted Housing with Services (MAHS) facility or B.) a 275 unit Continuing Care Retirement Facility (CCRC) which included approximately 53 healthcare beds.

Original concept plan snippet for full ‘Corbinton Commons Retirement Campus’:



The development of either scenario A.) or B.) above did not ever come to fruition on the east side of the property and the developer would like to pivot and build something else more suited to today’s current market demand.

The applicant is requesting to rezone the eastern parcel through a general use rezoning to Multifamily with a development agreement that has an accompanying exhibit and the following highlights:

- A 10 year term
- Construction of up to 67 attached dwelling units, generally consistent with the concept plan attached to the draft development agreement noted as ‘Exhibit B’
- The utilization of one entrance/exit out to US 70 East
- No subdivision of lots
- A payment in lieu of \$40,000 to the Town’s Affordable Housing Fund

- Construction of private streets, with curb, gutter, and stormwater facilities serving the project
- Construction of sidewalks along the properties frontage on US HWY 70 East and a walking trail on the perimeter of the property to connect with an existing walking trail in Corbinton Commons
- Necessary repairs to the pedestrian bridge located at the southeast corner of the property
- Town water and sewer service to the project as soon as it is available, but no later than June 30, 2028
- Water infrastructure developed with two (2) points of water line connection
- Future connection to the Corbinton Commons pump station

‘Exhibit B’ Concept Plan snippet from the draft Development Agreement:



Zoning designation

The applicant requests to rezone the parcel from Assistive Living Neighborhood (ALN) to Multifamily (MF). The allowable land uses in both districts are mostly comparable, as demonstrated in Attachment #3, with both districts being intended for a mix of residential and residential-type uses. One key difference is that every allowable use in the Assistive Living Neighborhood (ALN) district requires a Special Use Permit. Only some uses in the Multifamily (MF) district require a Special Use Permit.

Note that the North Carolina General Assembly deauthorized special use zoning districts, like the Assistive Living Neighborhood district, in 2021 with Chapter 160D of the General Statutes. However, properties zoned as special use districts before 2021, are still zoned that way until a town or applicant initiated rezoning process.

Future Land Use Plan designation

The rezoning request is compatible with the Future Land Use Plan's recommended Future Land Use designation of 'Mixed Use Residential'. The Future Land Use Plan is available on the town's website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/future-land-use-plan>.

Water and sewer availability

Engineering/Utilities determine if the town can serve a project when development plans are submitted. Since this is a general rezoning request with only a concept plan as an exhibit to the development agreement, staff cannot fully evaluate capacity at this time. However, the Town recently performed an interim upgrade the downstream pump station as part of restoration associated with TS Chantal, and is actively working on downstream pipeline upgrade requirements. The timelines for both of these projects are reflected in the availability of service outlined in the development agreement.

Staff recommendation

Staff of the Planning and Economic Development Division recommend approval of the requested rezoning based on consistency with the Unified Development Ordinance and Future Land Use Plan.

Action requested:

The public hearing was held on February 19, 2026. The Planning Board is tasked with taking in the information provided and feedback from the public hearing, and making a recommendation to the Town Board on the rezoning and development agreement.



TOWN OF
HILLSBOROUGH

APPLICATION
General Use Rezoning

Planning and Economic Development Division
101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-296-9470 | Fax: 919-644-2390
planning@hillsboroughnc.gov
www.hillsboroughnc.gov

This application is to rezone properties to General Use and/or Overlay Zoning Districts. If you want to rezone property to a Planned Development District, please use the Planned Development Rezoning Application.

SUBMITTAL REQUIREMENTS

- Complete application form, including signature Application fee per current Planning fee schedule

PROPERTY OWNER CONTACT

Name KEPSC Hillsborough LLC ("KEPSC")
Address 7001 Brush Hollow Rd., Ste 200, Westbury, NY 11590
Phone 919-██████████ Email ██████████@██████████

APPLICANT CONTACT

Name Robin L. Tatum as attorney for the Property Owner KEPSC
Address Post Office Box 2611, Raleigh, NC 27602
Phone 919-██████████ Email ██████████@██████████

PROPERTY DETAILS

Addresses/Location 715 US 70 East
Parcel ID Numbers 9874490155
Existing Land Uses/Structures Vacant
Total Acreage 13.44 Current Zoning ALN Proposed Zoning MF

CONSISTENCY WITH THE COMPREHENSIVE SUSTAINABILITY PLAN

Please describe how your proposed amendment is consistent with the town's Comprehensive Sustainability Plan, which is available online at <https://www.hillsboroughnc.gov/about-us/departments/community-services/public-space-and-sustainability/sustainability-initiatives>. You may include additional sheets if necessary.

The Growth Area Map (Figure 4.4) of the Town's Comprehensive Sustainability Plan designates the Property as a Potential Growth Area that the Town has deemed "ripe for additional compact and mixed-use development." Infill development on the Property is consistent with Land Use & Development Goal 1, which is to ensure that future growth and development is "aligned with smart growth principles." The proposed MF zoning is consistent with the Property's designation of Mixed Residential on the Future Land Use Plan.

GENERAL STANDARDS CONSIDERED BY THE BOARD OF COMMISSIONERS

A rezoning request is decided legislatively, meaning the Hillsborough Board of Commissioners votes whether to approve or deny the request. When considering the request, the commissioners are to consider ten factors listed in Unified Development Ordinance Sec. 3.7.2, General Standards/Findings of Fact. You can find the Unified Development Ordinance on the town’s website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/unified-development-ordinance>.

The ten factors are enclosed. Please describe how your proposed rezoning aligns with these factors. You may include additional sheets if necessary.

Applicant’s Responses:

1. The rezoning is consistent with the Property's designation as a Potential Grown Area in the Growth Area Map and the Property's designation of Mixed Residential on the Future Land Use Plan.
2. The rezoning will provide for more housing options, meeting a demonstrated community need.
3. The rezoning is consistent with surrounding land uses and is appropriate for the Property.
4. The rezoning will facilitate infill development, furthering a logical and orderly development pattern.
5. The rezoning will not encourage premature development.
6. The rezoning will not encourage strip or ribbon commercial development.
7. The rezoning is not spot zoning.
8. The rezoning will not result in adverse impacts on the property values of adjoining property.
9. The rezoning will not result in adverse environmental impacts.

SIGNATURES

I hereby agree to conform to all applicable laws and regulations of the Town of Hillsborough, County of Orange, and State of North Carolina as may be applicable to my request, and I certify that the information presented in this application is true and accurate to the best of my knowledge.

KEPSC Hillsborough, LLC

Printed name of owner



Signature

1-15-2026

Date

Robin L. Tatum
Attorney for KEPSC

Printed name of applicant



Signature

1-15-2026

Date

STAFF USE ONLY

Date received January 22, 2026

Received by SNC

Fee and receipt number \$1,672 (060827)

Tentative hearing date February 19, 2026

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.1 INTENT

It is the intent of this section to set forth the procedures for amending this Ordinance including the Official Zoning Map. Amendments shall be made by formal action of the Town Board. All proposed amendments shall be referred to the Planning Board for its consideration and recommendation. In no case shall final action be taken to amend this Ordinance until a duly advertised legislative hearing is held.

3.7.2 GENERAL STANDARDS/FINDINGS OF FACT

Before amending this Ordinance or the Official Zoning Map, the Town Board must consider, when conducting the process below, whether the request is consistent with the adopted Comprehensive Plan for the Town of Hillsborough.

Amending the Official Zoning Map (Rezoning) is a matter committed to the legislative discretion of the Town Board. In determining whether to adopt a proposed amendment, the Town Board shall consider and weigh the relevance of the following factors:

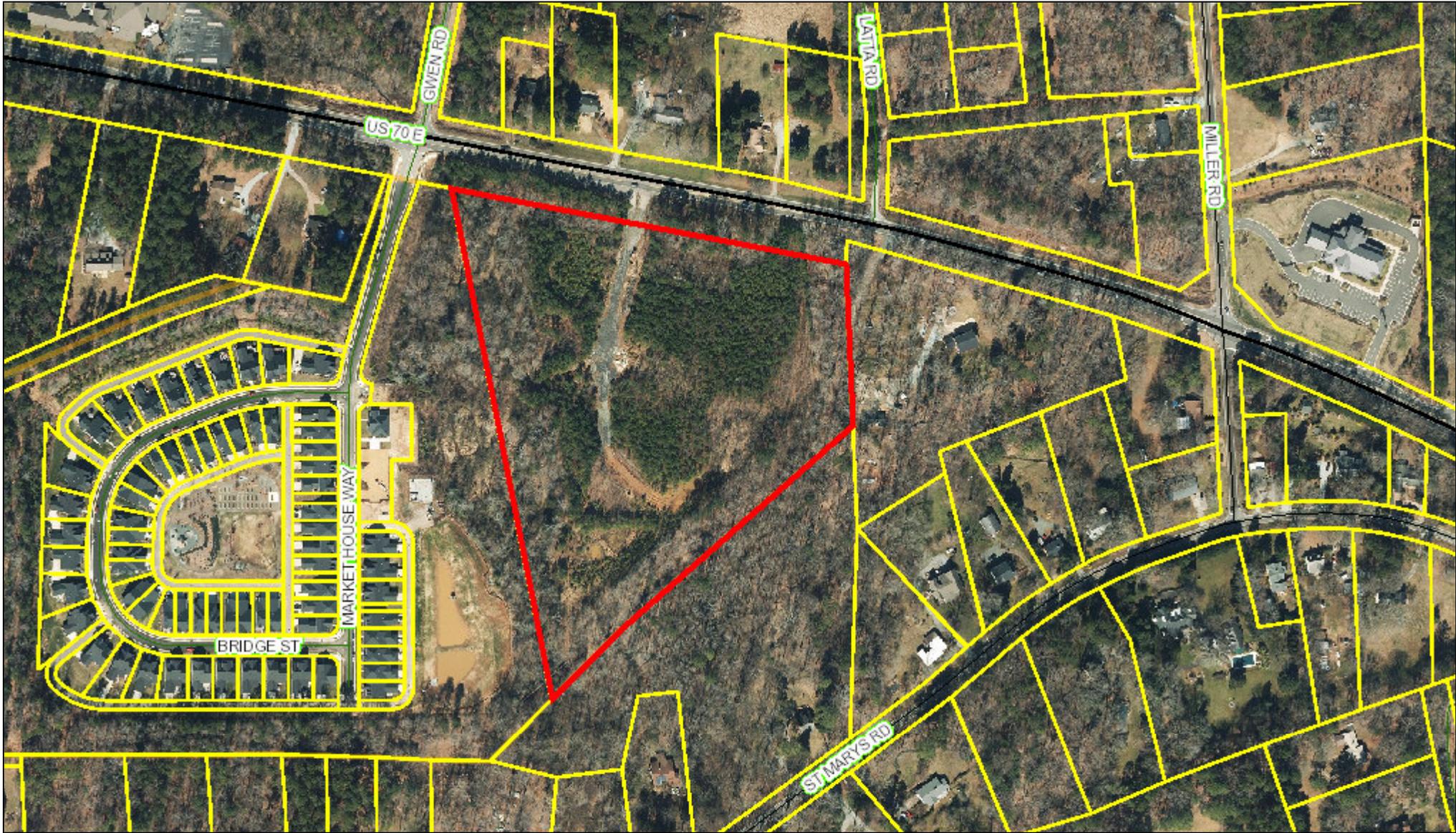
- 3.7.2.1 The extent to which the proposed amendment is consistent with all applicable Town-adopted plans.
- 3.7.2.2 The extent to which there are changed conditions that require an amendment.
- 3.7.2.3 The extent to which the proposed amendment addresses a demonstrated community need.
- 3.7.2.4 The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.
- 3.7.2.5 The extent to which the proposed amendment would result in a logical and orderly development pattern or deviate from logical and orderly development patterns.
- 3.7.2.6 The extent to which the proposed amendment would encourage premature development.
- 3.7.2.7 The extent to which the proposed amendment would result in strip or ribbon commercial development.
- 3.7.2.8 The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts.
- 3.7.2.9 The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands; and
- 3.7.2.10 The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

3.7.3 AUTHORITY TO APPLY

Subject to the limitations of the foregoing statement of intent, an amendment to this Ordinance, including the Official Zoning Map, may be initiated by:

- 3.7.3.1 The Town Board on its own motion.
- 3.7.3.2 The Planning Board.

Vicinity Map



January 30, 2026 This map contains parcels prepared for the inventory of real property within Orange County, and is compiled from recorded deed, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map.

The county and its mapping companies assume no legal responsibility for the information on this map.

PIN: 9874490155

OWNER 1: KEPSC HILLSBOROUGH LLC

OWNER 2:

ADDRESS 1: 7001 BRUSH HOLLOW RD

ADDRESS 2: STE 200

CITY: WESTBURY

STATE, ZIP: NY 11590

TR 1 CORBINTON COMMONS P101/67

SIZE: 13.44 A

DEED REF: 5843/457

RATECODE: 23

TOWNSHIP HILLSBOROUGH

BLDG SQFT:

YEAR BUILT:

BUILDING COUNT:

LAND VALUE: \$705,600

BLDG_VALUE: \$0

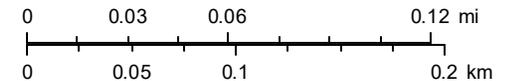
USE_VALUE: \$0

TOTAL VALUE: \$705,600

DATE SOLD: 9/8/2014

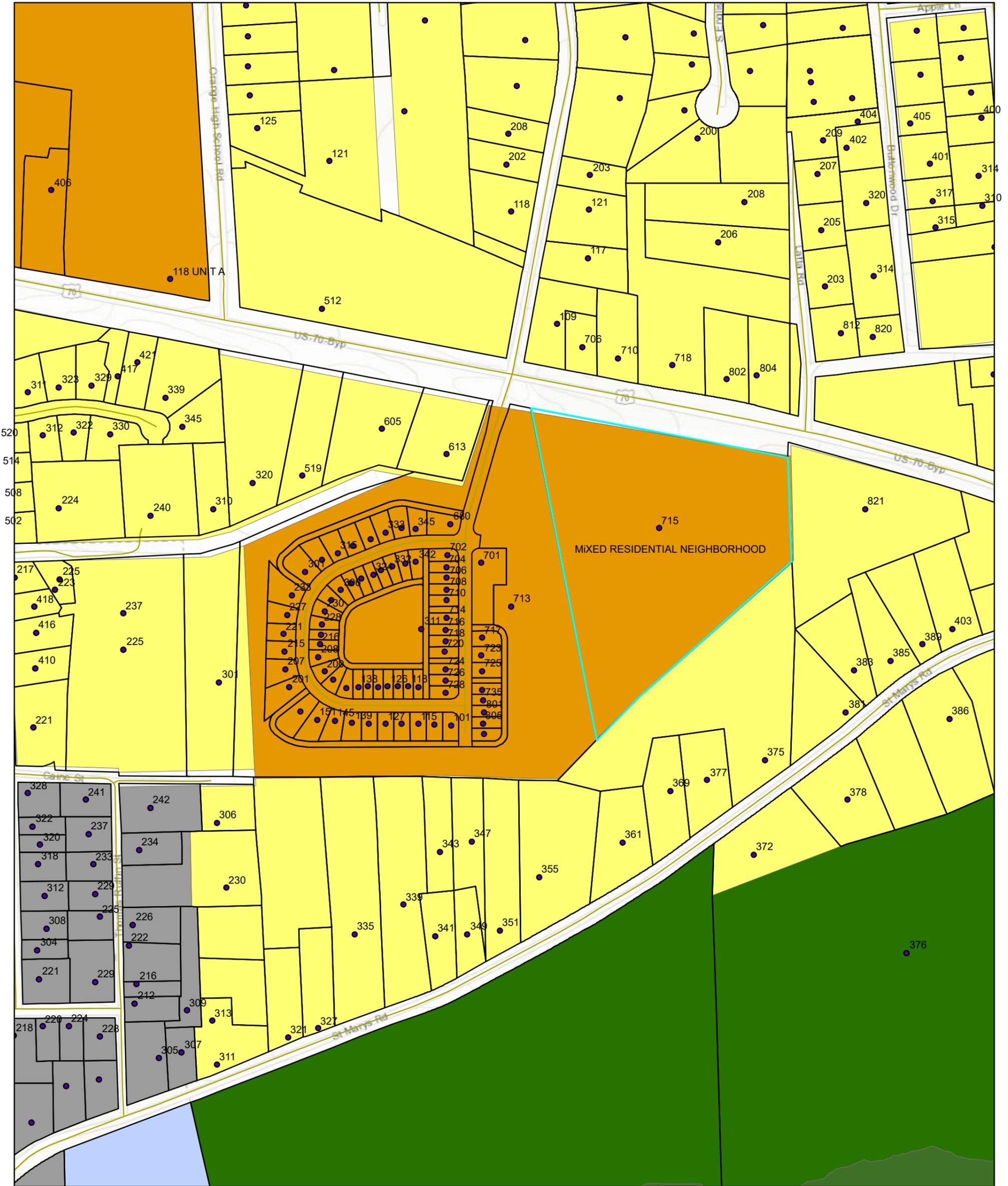
TAX STAMPS: 2600

1:3,600



ORANGE COUNTY
NORTH CAROLINA

Hillsborough Future Land Use Map 715 US HWY 70 E

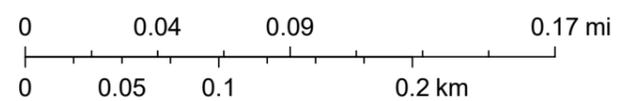


2/9/2026, 7:24:16 PM

- Addresses
- ▭ Parcels
- Streets
- Natural Resource
- ▭ Special Flood Hazard Areas
- ▭ Urban Service Area

- HillsboroughLandUse
- ▭ Education
 - ▭ Mixed Residential Neighborhood
 - ▭ Permanent Open Space
 - ▭ Small Lot Residential
 - ▭ Urban Neighborhood

1:4,514



Orange County, NC, State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right

SUP = Permitted with a Special Use Permit

+ = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Adult Day Care											SUP	
Adult Use												
Artisan Studio												SUP
Bank & Financial Institution												
Bar												
Bed and Breakfast Facility	P	P	SUP	SUP	SUP							
Botanical Garden & Arboretum	P											
Building/Trade Contractor's office												
Cemetery	SUP	SUP	SUP	SUP	SUP							
Child Day Care		SUP	SUP	SUP	SUP							
Church, Place of worship	SUP	SUP	SUP	SUP	SUP			SUP	SUP	SUP	SUP	
Detention Facility												
Dwelling: Accessory	P	P	P	P	P			P	P	SUP	SUP	SUP
Dwelling: Attached (1-4 units)	P	P	P	P	P	P				SUP	SUP	SUP
Dwelling: Attached (5-19 units)			P	P	P	P				SUP	SUP	SUP
Dwelling: Attached (20+ units)	SUP	SUP	SUP	SUP	SUP	P				SUP	SUP	SUP
Dwelling: Mobile Home A	P	P	P	P	P		P					
Dwelling: Mobile Home B							P					
Dwelling: Mobile Home C							P					
Dwelling: Single-family	P	P	P	P	P	P	P	P	P	P	P	SUP
Electronic Gaming Operation												
Event Center												
Extended Care Facility											SUP	
Family Care Home	P	P	P	P	P	P	P					
Family Child Care Home	P	P	SUP	SUP	SUP							
Farm, Bona fide	P	P										
Farmer's Market												
Flex Space												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Food Preparation Business												
Funeral Home												
Gallery/Museum	P											SUP
Government Maintenance Yard												
Greenhouses/Nursery	P											
Group Care Facility	P	P	P	P	P							
Health Care Facility												
Health/Fitness Club												
Homeless Shelter			SUP	SUP	SUP			SUP	SUP	SUP	SUP	
Hospitals												
Hotels & Motels												
Junkyard/Outside Storage of Junked or Wrecked Motor Vehicles												
Kennels, Boarding	SUP											
Library												
Manufacturing Complex												
Meeting Facility												SUP
Mobile Home Park							P					
Motor Vehicle Fuel Station												
Motor Vehicle Maintenance, & Service												
Motor Vehicle Repair												
Motor Vehicle Sales & Rentals												
Office operations												
Offices and professional services												
Order Fulfillment Center												
Outlet sales												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Park, Athletic or Community	SUP	SUP	SUP	SUP	SUP							
Park, Cultural or Natural	P	P	P	P	P	P	P					
Park, Neighborhood	P	P	P	P	P	P	P					
Park and Ride Facility												
Parking as Principal Use, Surface or Structure												
Performance Facility												
Personal service business												SUP
Petroleum Products (storage & distribution)												
Pharmacy, Convenience												
Pharmacy, Retail												
Postal and Parcel Delivery Services												
Processing Facility												
Public Safety Services	P	P	P	P	P							
Public Utilities	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Recreational Facilities												
Research Facility												
Research Facility, Intense												
Restaurant												
Restaurant, Convenience												
Retail sales/rentals of goods with outside display/storage of merchandise												
Retail sales/rentals of goods within wholly enclosed structure												
School: Art & Music												
School: Dance, Martial Arts												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
School: Elementary, Middle & Secondary												
School: Higher Education												
School: Vocational												
Short-term Rental	P	P	P	P	P							
Storage & Warehousing: Inside building, excluding explosives & hazardous wastes												
Storage & Warehousing: Outside												
Storage & Warehousing: Self												
Telecommunication Tower	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Temporary Family Health Care Structure	P	P	P	P	P							
Transit Passenger Terminal												
Transmission Lines	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Veterinarian/Animal Hospital												
Wholesale sales, indoor												
Wholesale sales, with outdoor storage/display												

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

This Development Agreement (the "Agreement") is made and entered into as of the ____ day of _____ by and among **KEPSC HILLSBOROUGH, LLC**, a North Carolina limited liability company (the "Developer"), and the **Town of Hillsborough**, North Carolina ("Town"), a municipal corporation of the State of North Carolina.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 13.41-acre parcel within the corporate limits of the Town of Hillsborough, located at 715 U.S. Highway 70 East, with parcel identification number 9874-49-0155 (the "Property").

WHEREAS, Developer requested and the Town approved a General Use Rezoning Request to amend the Official Zoning Map of the Town to rezone the Property from ALN to MF, Ordinance ____ (the "Zoning").

WHEREAS, the Developer sought the rezoning to facilitate plans to develop the Property for attached dwellings (20+ units).

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development.

WHEREAS, the Town is authorized to enter into this agreement pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) and the Town Board of Commissioners has determined that it is in the best interests of the citizens to do so.

WHEREAS, North Carolina General Statutes (“G.S.”) 160D-1001(b) and 160D-1003 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160D-1001 through 160D-1012 for projects that require long-term commitments of both public and private resources.

WHEREAS, the Town and Developer desire to enter into this Agreement for the purposes of furthering the Town’s and the Developer’s mutual goal of providing high-quality, attainable housing in the Town and coordinating the necessary infrastructure and other facilities to serve the Property and the community at large.

NOW, THEREFORE, based on the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Public Hearing**. Pursuant to Section 160D-1005 and Section 160D-602 of the North Carolina General Statutes, the Town conducted a public hearing on _____, to consider the approval and execution of this Agreement in accordance with the procedures set out in Section 160D-1005. Public notice was duly given, and the notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property, and a place where a copy of the Agreement may be obtained. The Town Board approved this Agreement and the Town executed the same.
3. **Property Subject to Agreement**. The Property subject to this Agreement is described in **Exhibit A**.
4. **Term**. The term of this Agreement shall commence on the date that all parties hereto have executed this Agreement (the “Effective Date”) and shall terminate on the date that is 10 years after the Effective Date, unless sooner terminated by the mutual consent of the parties (or their successors in interest), or unless extended by the mutual consent of the parties (or their successors in interest).
5. **Development Uses**. The development uses permitted on the Property shall be all uses permitted in compliance with this Agreement, the Zoning, the Town of Hillsborough Unified Development Ordinances (“UDO”) and other applicable laws existing on the Effective Date of this Agreement.

The Town and Developer agree that this Agreement, the Zoning, and other applicable laws permit the Developer to construct up to 67 attached dwelling units on the Property generally consistent with the concept plan attached hereto as **Exhibit B** (the “Concept Plan”).

The precise location of buildings, parking areas, and interior drives will be shown on a final site plan (the “Site Plan”) to be prepared by Developer following execution of this Agreement and reviewed administratively by Town Staff.

If attached dwelling units are constructed on the Property consistent with the Concept Plan (the “Project”):

- a. Only one entrance will be required for the development, unless additional entrances are required by the North Carolina Fire Code and approved by the Fire Marshal.
- b. The Property will not be subdivided into lots.

6. **Affordability.** For the benefit of the public health, safety and welfare, and recognizing that there is a need in the Town for housing that is affordable and attainable for lower income residents, the Developer shall donate \$40,000 to the Town’s Affordable Housing Fund (the “Affordable Housing Donation”) when water and sewer service is made available to the Property. The Affordable Housing Donation will be paid to the Town of Hillsborough no later than the time a Water and Sewer Extension Contract (WSEC) is signed to provide water and sewer service to the Property. The parties acknowledge and agree that the Affordable Housing Donation is a condition of the Town providing water and sewer service to the Property, even if the development is other than that according to the Concept Plan.

7. **Law in Effect at Time of the Agreement Governs the Development; Vested Rights.**

Except as provided in G.S. 160D-1007, G.S. 160D-1010(b), and this Agreement, the Town may not apply subsequently adopted Town regulations to the Property during the Agreement Term without the written consent of Developer. During the Agreement Term, Developer shall have a vested right to develop the Property in accordance with (i) this Agreement, (ii) the Zoning, (iii) the UDO, (iv) Town regulations, and (v) any other applicable laws, all of the foregoing (i) through (v) as they exist on the Effective Date. In accordance with G.S. 160D-106, the parties agree, intend, and understand that all conditions,

terms, restrictions, or other requirements applicable to the Project and reasonably determined to be necessary by the Town for the public health, safety, or welfare of its citizens, are provided for by the foregoing (i) through (v) as they exist on the Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. If the Town adopts new, different, or amended development regulations that Developer views as more favorable to the Project than the regulations in effect at the time of adoption of this Agreement, Developer may elect to be bound by the new regulations or ordinance (the "After-Adopted Regulation") without any further agreement from the Town. In the event that Developer elects to be bound by the After-Adopted Regulation, Developer will communicate that fact to the Planning Director in writing and note such change on any future permit applications affected by the change.

8. **Development Moratoria.** Absent an imminent threat to public health or safety, no development moratorium shall apply to the Property so long as this Agreement exists; the Town recognizes that all rights established by this Agreement have vested for the Term of the Agreement.
9. **Good Faith.** The Parties acknowledge and understand that Sections 5, 7, and 8 impose a duty of good faith performance and fair dealing on all Parties and that neither Party knows as of the Effective Date any reason it or any other Party cannot perform or abide by these sections so as to confer on each Party the full benefits of this Agreement.
10. **Public Facilities.** Developer shall be responsible for installation and/or repairs of all of the items below in accordance with the UDO.
 - a. Construction of streets, with curb and gutter, within the Property reasonably necessary to serve development on the Property. All streets constructed on the Property must meet UDO requirements for private streets.
 - b. Stormwater facilities serving the Property.
 - c. Construction of utility lines within the Property to serve the Project, including water, sewer, and electric lines.
 - d. Any and all additional facilities reflected in the Water and Sewer Extension Contract, as described in paragraph 12 below.
 - e. Sidewalks along the Property's frontage with U.S. 70 East, as generally shown on the Concept Plan, including connections with the

sidewalk installed for the Corbinton Commons development and the perimeter walking trail.

- f. Walking trail on the perimeter of the Property.
- g. Necessary repairs to or restoration of the existing pedestrian bridge or construction of a new pedestrian bridge located at the southeast corner of the Property. Any repairs or restoration of the existing pedestrian bridge shall bring the bridge into compliance with the applicable provisions of the Building Code.

11. Traffic and Roadways; Emergency Access; Solid Waste Services.

Developer shall install all improvements required by the UDO, the Town of Hillsborough Street Manual, the North Carolina Building Code, the North Carolina Fire Prevention Code, and any other applicable regulations for the Project in effect on the Effective Date. Developer and the Town acknowledge and agree that if the Project is constructed, all roadways internal to the project, except any access road connecting the internal roadways to U.S. 70 E, will be private roads and alleys.

Developer and the Town further acknowledge and agree that if the Project is constructed, the Project will not receive solid waste collection services from the Town and shall be required to contract with a private provider for solid waste services.

12. Pedestrian Connectivity Construction. If the Project is constructed on the Property, Developer agrees to:

- a. build the sidewalks along the Property's frontage with U.S. 70 East and all facilities necessary to connect that sidewalk to the existing sidewalk located in front of the existing Corbinton Commons development.
- b. make the improvements on the Concept Plan, including the 6' asphalt perimeter trail and repairs to the existing wooden bridge at the SE corner of the Property.

All sidewalks will be constructed according to the standards and specifications set forth in the UDO, the Town of Hillsborough Street Manual, and Street Construction Standard Specifications set forth in Appendix A to Chapter 7 of the Town of Hillsborough Code of Ordinances in effect on the Effective Date. Pedestrian facilities constructed pursuant to this Section 10 will be completed and ready for final inspection no later than the date the application for the

twentieth certificate of occupancy (“CO”) for the Project is submitted. Notwithstanding the foregoing and except as provided in the following sentence, the Town may not withhold the approval of COs for the Project for failure to complete pedestrian facilities consistent with this Section 10. The sidewalks must be accepted for dedication by the Town, and the perimeter trail, bridge, and connections to existing facilities must be complete prior to issuance of the final five COs for the Project and will be subject to a public access easement in the final recorded plat. The parties expressly agree that the perimeter trail will be a 6-foot asphalt path available for public use and not dedicated to the Town.

13. **Water and Sewer Allocation.** Upon the availability of construction drawings and additional engineering information, the Parties shall execute a Water and Sewer Extension Contract (the “Extension Contract”) which will, govern the terms under which the Town will provide water and sewer service to the Project. The Town and Developer hereby agree that the following terms will be included in the final WSEC:

- a. The Town will reserve full water and sewer capacity for the Project, specifically for up to 67 attached dwelling units and irrigation meters and resident amenities depicted on the Concept Plan, on the Property. The Town will provide full water and sewer service as soon as it is available, but no later than June 30, 2028.
- b. The Project will be developed with two (2) master meters with backflow prevention assemblies for the development.
- c. The water infrastructure for the Project shall be developed with two (2) points of connection for water lines, with an in-line valve in between.
- d. Developer shall complete and test the water lines and sewer line connecting the Project to the Corbinton Commons pump station prior to connection.
- e. Developer shall otherwise comply with the requirements of the UDO, the Developer/Engineer Checklist for Projects Involving Town of Hillsborough Water and Sewer Utilities in effect when the Project is connected, and the standard requirements of the WSEC, a copy of which is attached as **Exhibit C**, and any applicable federal and state laws and regulations.

14. **Local Development Permits.** In accordance with G.S. 160D-1001(d), the development authorized by this Agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of the Property, including laws governing permitted uses of the Property, density, intensity, design, and improvements.

The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project.

15. **Good Standing.** The Developer shall pay required development fees, including system development fees, and fees-in-lieu pursuant to the applicable Town ordinances at such time as they would ordinarily become due and in the amounts set forth in the fee schedule in effect at the time the fees are due. The Town may require the payment of such fees before accepting the Developer's development permit applications for the Property for review.

16. **Amendment; Modification; Termination; or Extension of the Agreement Term.** This Agreement may be amended, modified, terminated, or extended by the mutual consent of both Parties. The modifications below shall be considered Major Modifications and require the same procedures as required by North Carolina law for the adoption of a development agreement. All other modifications shall be considered Minor Modifications and shall be reviewed and approved administratively, to the extent allowed by law, by the Town of Hillsborough Planning Director (the "Planning Director").

- a. An increase or decrease in the acreage of the Property subject to this Agreement of more than five (5) percent.
- b. A change in the Agreement Term.

17. **Recordation/Binding Effect.** Within 14 days after the Effective Date, Developer shall record this Agreement in the Orange County Register of Deeds (the "Registry"). The benefits and burdens under this Agreement shall inure to and be binding upon the parties and their successors and assigns. All of the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

18. **Force Majeure.** In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable

control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, lawful work stoppages ordered by a governmental entity, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. If written notice of such delay is given to the other party after the commencement of such delay, an extension of time for such cause shall be deemed granted for the period of the enforced delay, or longer as may be mutually agreed to by the parties.

19. **Disclaimer of Joint Venture, Partnership and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the parties, or to impose any partnership obligation or liability upon such parties.
20. **No Third Party Beneficiaries.** The Agreement is not intended to and does not confer any right or benefit on any third party that is not a party.
21. **Notices.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the 5th business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town: Town of Hillsborough
 Attn: Shannan Campbell
 101 E. Orange St.
 Hillsborough, NC 27278
 Shannan.Campbell@hillsboroughnc.gov

w/ a copy, which shall not constitute notice, to:

Bob Hornik, Town Attorney
Town of Hillsborough
1526 E. Franklin St., Suite 200
Chapel Hill, NC 27514
hornik@broughlawfirm.com

and

Town Manager
Town of Hillsborough
101 E. Orange St.
Hillsborough, NC 27278

Developer: The Kalikow Group
KEPSC Hillsborough, LLC
c/o Ed Kalikow
7001 Brush Hollow Road
Suite 200
Westbury, NY 1150

w/ a copy, which shall not constitute notice, to:

Robin Tatum
Smith Anderson
150 Fayetteville Street, Ste. 2800
Raleigh, NC 27601
rtatum@smithlaw.com

22. **Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the parties relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the UDO or the Zoning as of the Effective Date.

23. **Assignment.** The Developer may at any time and from time to time assign its rights and responsibilities hereunder, which assignee and subsequent assigns shall retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer. The Developer shall provide the Town with prior written notice of any assignment and a written assignment of rights and responsibilities expressly

acknowledging the assignee's agreement to the terms of this Agreement, shall be executed by the Developer and the assignee and recorded in the Registry. A deed from Developer to a subsequent owner shall be deemed to assign the conveying Developer's rights and obligations under this Agreement to the subsequent owner and this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Any violation of the terms and conditions of this Agreement occurring after such an assignment will be the responsibility of the then current Developer in violation.

24. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been succeeded or replaced. Venue for any disputes arising from this Agreement shall be the Superior Court of Orange County, North Carolina.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Termination.** Unless the Agreement Term is extended by the Town and Developer, this Agreement shall terminate on the earlier of the expiration of the Agreement Term or by agreement of the parties. Notwithstanding the foregoing, the Developer shall have the unilateral right to terminate this Agreement upon any change in the Developer's plan for development that renders this Agreement inapplicable, in which case the Town shall be relieved of all obligations hereunder. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry.
27. **No Deemed Waiver.** Failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.
28. **Severability.** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the

extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

29. **Authority**. Each party represents it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of such party has the authority to bind that party.
30. **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
31. **Lender Protections**. Any lender of Developer (or any successor-in-title thereto) having a security interest in all or a part of the Property (a "Secured Lender") may give written notice to the Town of its security interest (a "Lender Notice"). If a Secured Lender provides a Lender Notice, then the Town shall copy the Secured Lender on any notice of default given to Developer (or any successor-in-title thereto), and the Secured Lender shall have 30 days, or such applicable longer cure period given to Developer (or any successor-in-title thereto), to cure the alleged default.
32. **Estoppel**. At any time and from time to time, Town shall deliver, to the extent accurate and permitted by law, within 45 days after Developer's (or any other owner of the Property's) written request, a written statement addressed to the requesting party, and if requested, its Secured Lender and any proposed purchaser or investor in the Property that to the best of its knowledge: (1) that this Agreement is in full force and effect; (2) that it acknowledges that this Agreement has not been amended or modified, or if so amended, acknowledges the accurateness of the amendments provided by the requestor; and (3) whether, to the knowledge of the Town, Developer (or the requesting party) is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the Town, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute default, and, if so, specifying each such event.
33. **Non-Discrimination**. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical

disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Agreement or its performance. This provision is incorporated into the Agreement for the benefit of the Town of Hillsborough and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

SIGNATURE PAGES FOLLOW.

DRAFT

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Pursuant to N.C.G.S. 160D-1005, this Development Agreement came before the Town of Hillsborough Board of Commissioners on _____, _____ for a duly noticed legislative hearing. Based on the information presented at the _____ hearing, the Town of Hillsborough Board of Commissioners determined that the Town entering into this Development Agreement is in the public interest as it provides a contribution to affordable housing and pedestrian infrastructure, approved this Development Agreement, and authorized the Town Manager to execute the same.

TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____ (SEAL)

Name: Eric Peterson

Title: Town Manager

Date: _____

Attest: _____

Town Clerk

STATE OF NORTH CAROLINA TOWN ACKNOWLEDGEMENT
COUNTY OF ORANGE

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk, and Eric Peterson is the Town Manager of the Town of Hillsborough, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by said Acting Town Clerk & Treasurer and that the said seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this the ____ day of _____, 20____,

Printed Name: _____

Notary Public

(Seal)

My Commission Expires:

Approval as to Form:

Town Attorney

Certificate of Town of Hillsborough Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer
KEPSC HILLSBOROUGH, LLC

Date

a North Carolina limited liability company

By: _____

[Authorized Signatory]

STATE OF _____

_____ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated: _____.

Witness my hand and official seal this the ____ day of _____, 20____,

_____, Notary

Public

[Affix Notary Stamp or Seal]

My Commission Expires:

EXHIBIT A

Property Description

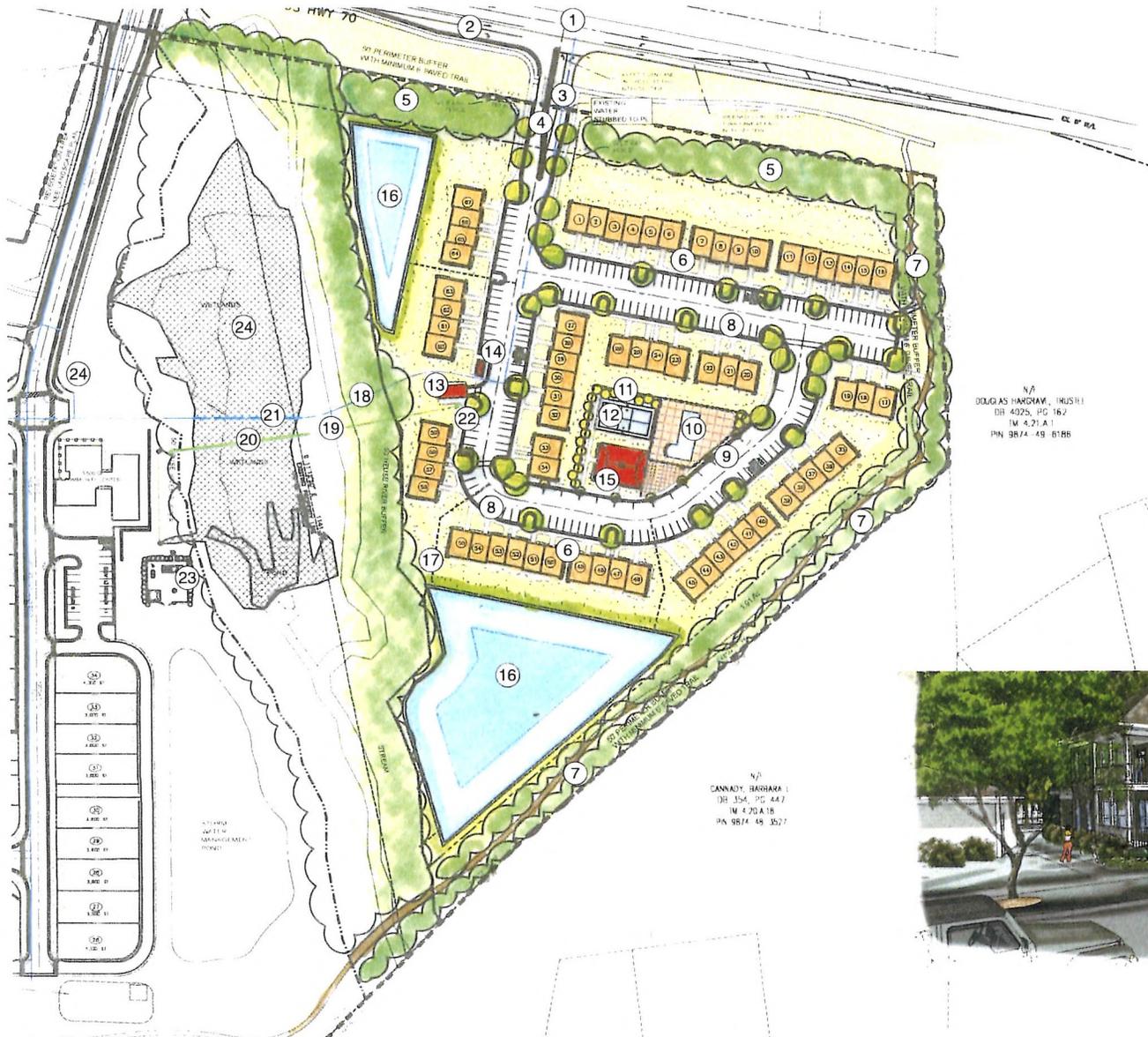
BEING in Orange County, North Carolina, and being more particularly described as follows:

(Add) BEGINNING at an existing iron pipe which has North Carolina Grid coordinates of North = 849,101.43 feet and East = 1,974,584.86 feet, said point being the POINT OF BEGINNING; thence South 48 degrees 32 minutes 14 seconds West, a distance of 696.76 feet to an existing iron pipe; thence South 45 degrees 01 minutes 13 seconds West, a distance of 196.49 feet to a point; thence North 11 degrees 12 minutes 20 seconds West, a distance 1141.26 feet to a point on the southern right-of-way of U.S. Highway 70 Bypass; thence along said right-of-way South 79 degrees 07 minutes 42 seconds East, a distance of 883.84 feet to an iron pipe set; thence South 02 degrees 25 minutes 29 seconds East, a distance of 352.88 feet to an existing iron pipe, the POINT OF BEGINNING, containing 13.41 acres, more or less.

EXHIBIT B
Concept Plan

EXHIBIT C
Extension Contract

EXHIBIT B



SKETCH BREAKDOWN:

TOTAL PARCEL: +/- 13.41 AC
 TOTAL DWELLING UNITS (DU): 67
 UNIT FOOTPRINTS:
 END: 25'X38'
 INTERIOR: 22'X38'

PARKING: 180 TOTAL (7 ACCESSIBLE)
 UNIT PARKING: 134 SP
 OVERFLOW: 30 SP
 AMENITY: 16 SP

ALL STREETS PRIVATE
 TRASH PICK BY PRIVATE VENDOR VIA COMPACTOR
 WATER SYSTEM TO LOOP FROM ENTRANCE TO EXISTING WESTERN SYSTEM
 SEWER TO CONNECT TO PUMP STATION

CONCEPT KEY:

1. US HWY 70
2. EXISTING TURN LANES
3. EXISTING WATER TAP
4. PROJECT ENTRANCE
5. 50' BUFFER
6. TOWNHOME UNITS (TYP)
7. 50' BUFFER WITH WALKING TRAIL
8. RESIDENT AND OVERFLOW PARKING
9. AMENITY PARKING
10. POOL AND POOL DECK
11. ACTIVITY BUFFER
12. PICKLEBALL COURT
13. COMPACTOR
14. MAIL KIOSK
15. AMENITY PAVILION
16. STORM WATER MANAGEMENT PONDS
17. STORM WATER CONNECTIONS
18. WATERLINE LOOP TO WEST SYSTEM
19. SANITARY SEWER CONNECTION TO PUMP STATION
20. EXISTING SANITARY SEWER BORE UNDER WETLANDS
21. WATER SYSTEM BORE UNDER WETLANDS
22. EXISTING EAST SIDE RECEIVING MANHOLE
23. EXISTING PUMP STATION
24. EXISTING SUBDIVISION

N/A
 DOUGLAS HARDRAW, INUS III
 DR 4025, PG 162
 IM 4.21.A.1
 PN 9874 49 6186

N/A
 CANNADY, BARBARA I
 DR 354, PG 447
 IM 4.20.A.18
 PA 9874 48 3527



ARCHITECTURAL CONCEPT

SUBJECT TO REGULATORY AGENCY REVIEW AND APPROVAL

SCALE 1"=120' 0" 120' 240'

Front Street
 DESIGN & CONSULTING
 P.O. Box 254
 Folly Beach, SC 29439
 tel 843 588 5021
 www.frontstreetdesign.com

TOWNHOME SKETCH PLAN
 CORBINTON
 HILLSBOROUGH, NC

PROJECT #	06/06/2024	
DATE	11/02/2020	
SCALE	1"=120'	
DESIGNER	EYC/gsk	

1
 1



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

General use rezoning request for 715 US Highway 70 East (PIN 9874490155) with development agreement
March 19, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an application from KEPSC LLC to rezone a parcel of approximately 13.44 acres in area at 715 US Highway 70 East (PIN 9874490155) from Assisted Living Neighborhood (ALN) to Multi-Family (MF); and

WHEREAS, North Carolina General Statute 160D-604 (Planning Board Review and Comment), paragraphs (b) (Zoning Amendments) and (d) (Plan Consistency), require that, when considering a proposed zoning map amendment, the Planning Board must advise and comment on whether the amendment is consistent with any adopted comprehensive or land-use plan, and any other applicable, officially adopted plan. The Planning Board must then provide a written recommendation to the Town Board of Commissioners addressing plan consistency and other matters deemed appropriate; and

WHEREAS, UDO §3.7.10 (Planning Board Recommendation) requires the written report be delivered to the Town Board of Commissioners within 30 days of the amendment's initial referral to the Planning Board; and

WHEREAS, after deliberation of the requested amendment, the Hillsborough Planning Board finds the following:

1. The proposed amendment **IS/IS NOT CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan:
 - Land Use and Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.

- Action: Analyze additional opportunities for infill and redevelopment and increased density in existing neighborhoods, focusing on the provision of water and sewer and other infrastructure and services.

2. The proposed map amendment **ADVANCES/DOES NOT ADVANCE** identified goals and strategies found in the CSP and **PROMOTES/DOES NOT PROMOTE** the public health, safety, and welfare by creating additional single family attached housing opportunities in the Town of Hillsborough.

WHEREFORE, upon a motion by _____, seconded by _____,

the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes:

Noes:

Absent:

NOW, THEREFORE, the Board hereby **RECOMMENDS** that the Town Board of Commissioners **APPROVE/DENY** the requested zoning map amendment.

Hooper Shultz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: _____



HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

Planning Board

March 19, 2026



1

Current Zoning Comparison

2

New Residential Districts

3

New Commercial Districts

4

Discussion



Current Zoning Comparison

Current Residential Districts

AR Agricultural/Residential

R-40

R-20

R-15

R-10

MF Multifamily

MHP Mobile Home Park

New Residential Districts

Suburban Neighborhood
Residential

SNR

Traditional Neighborhood
Residential

TNR

Compact Neighborhood
Residential

CNR

Urban Neighborhood
Residential

UNR

Distributed to the most appropriate residential district and allowed in some of the above.

Current Commercial Districts

OI Office/Institutional

NB Neighborhood Business

CC Central Commercial

GC General Commercial

LO Limited Office

HIC High Intensity Commercial

GI General Industrial

LI Light Industrial

EDD Economic Development

BP Business Park

Adaptive Re-use

New Commercial Districts

★ Urban Activity Center

UAC

Central/Core Commercial

CC

High Intensity Commercial

HIC

Industrial

I

★ = new district

New Residential Districts



Residential Districts Overview



HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

Suburban/Rural

More Urban

SNR

TNR

CNR

UNR



Suburban
Neighborhood

Up to 3 stories
Mostly single-family
detached

Traditional
Neighborhood

Up to 3 stories
Mostly single-family and
duplex

Compact
Neighborhood

Up to 3 stories
Mostly triplex and
quadplex

Urban
Neighborhood

Up to 5 stories
Mostly townhomes and
apartments

*Less walkable
neighbors*

*More walkable
More neighbors*

SNR: Suburban Neighborhood Residential



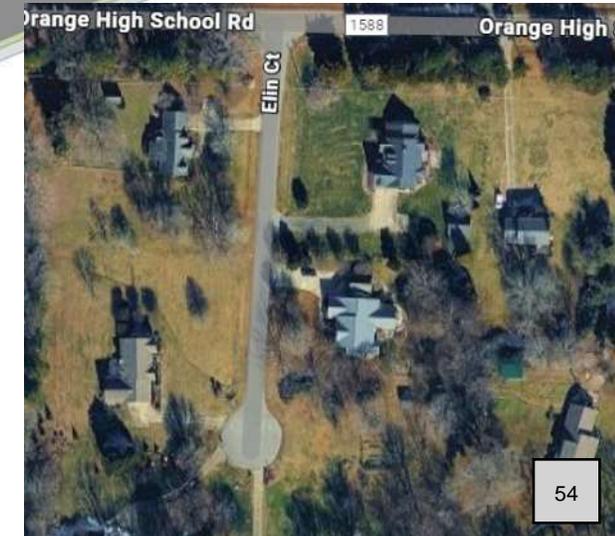
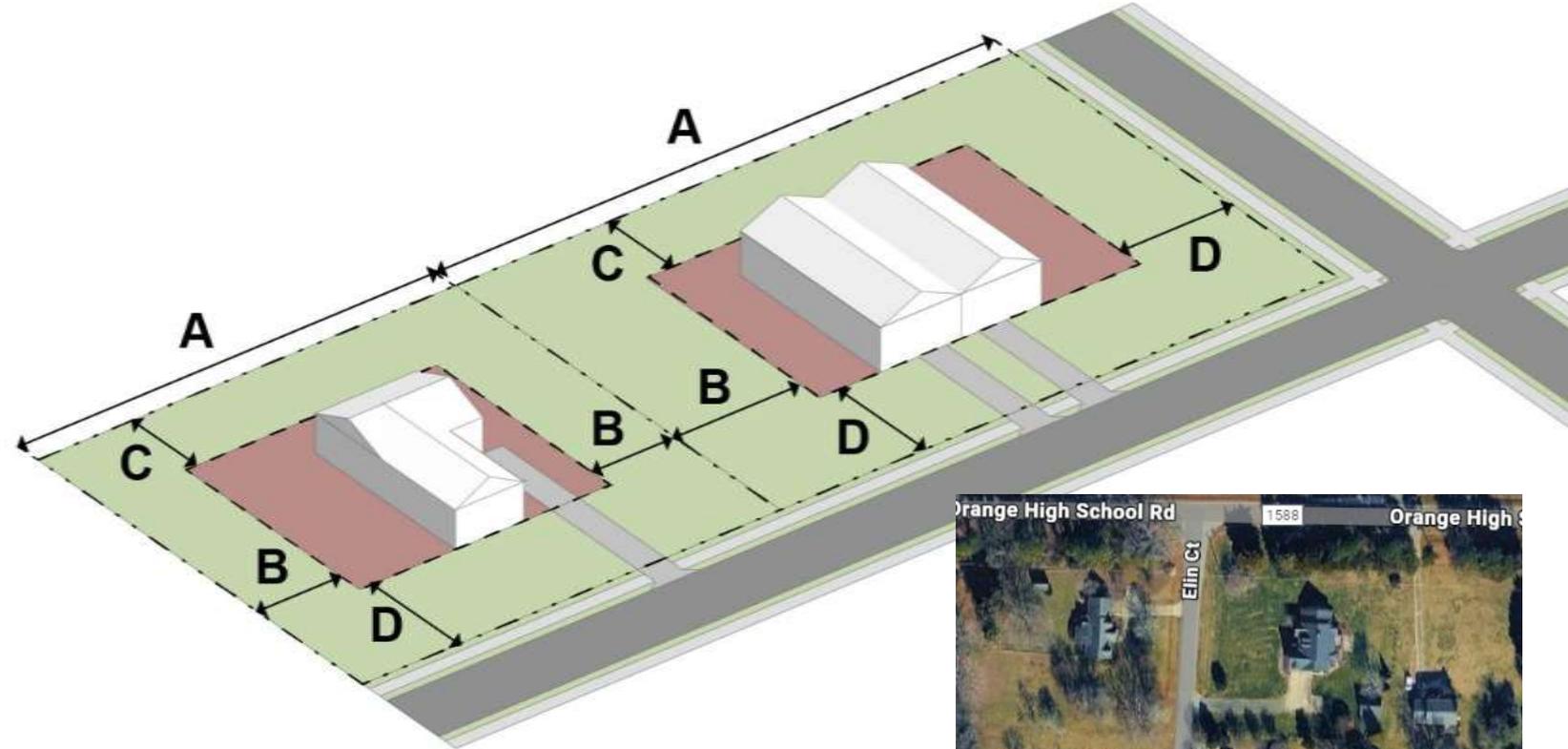
HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

Representative Land Uses

- ✓ Single-family, detached
- ✓ Duplex
- ✓ Triplex
- ✓ Quadplex



Section 8, Item A.



CNR: Compact Neighborhood Residential



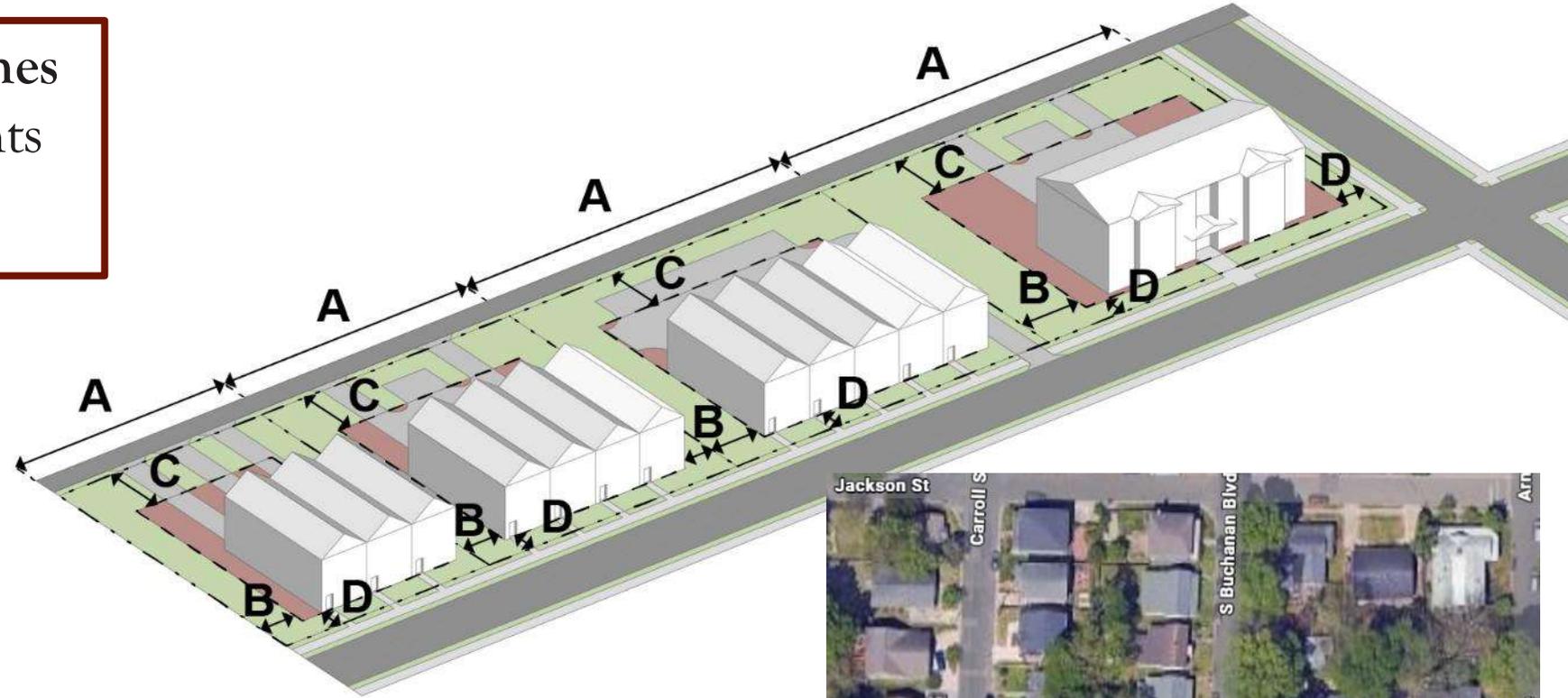
HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

Representative Land Uses

- ✓ Duplex
- ✓ Triplex
- ✓ Quadplex
- ✓ Townhomes
- ✓ Apartments



Section 8, Item A.



How the Numbers Shake Out Example: Compact Neighborhood Residential

	Single-Family Detached	Two-Unit Attached / Duplex	Three-Unit Attached / Triplex	Four-Unit Attached / Quadplex	Five- to Six-Unit Townhomes	Five- to Twelve- Unit Apartments	Non-Residential
Dwelling units per structure	1	2	3	4	6	12	
Max. Residential Density (Dwelling Units / Acre)	8	8	8	10	12	12	N/A
Min. Lot or Site Area (sq ft)	5,000	9,000	12,000	14,000	16,000	18,000	N/A
Dwelling Unit Yield Per Acre*	7.0	7.7	8.7	10.0	13.1	23.2	N/A
Min. Lot or Site Width (ft)	40	65	90	110	130	150	40
Min. Side Setback (ft)	5	10	15	15	20	25	10
Min. Rear Setback (ft) (front parked / rear parked)	20 / 25	20 / 25	20 / 25	20 / 25	20 / 25	N/A / 25	20 / 25
Min. Front Setback (ft) (front parked / rear parked)	25 / 10	25 / 10	25 / 10	25 / 10	25 / 10	N/A / 10	25 / 10
Max. Building Height (ft)	35	35	35	35	35	35	35
Min. Parking Area Setback – Side and Rear	5	5	5	5	5	5	5
Min. Dwelling Unit Width for Townhome Style Units (ft)	N/A	16	16	16	16	N/A	N/A

Section 8, Item A. g 20% of the lot/site area is required for rights-of-way.

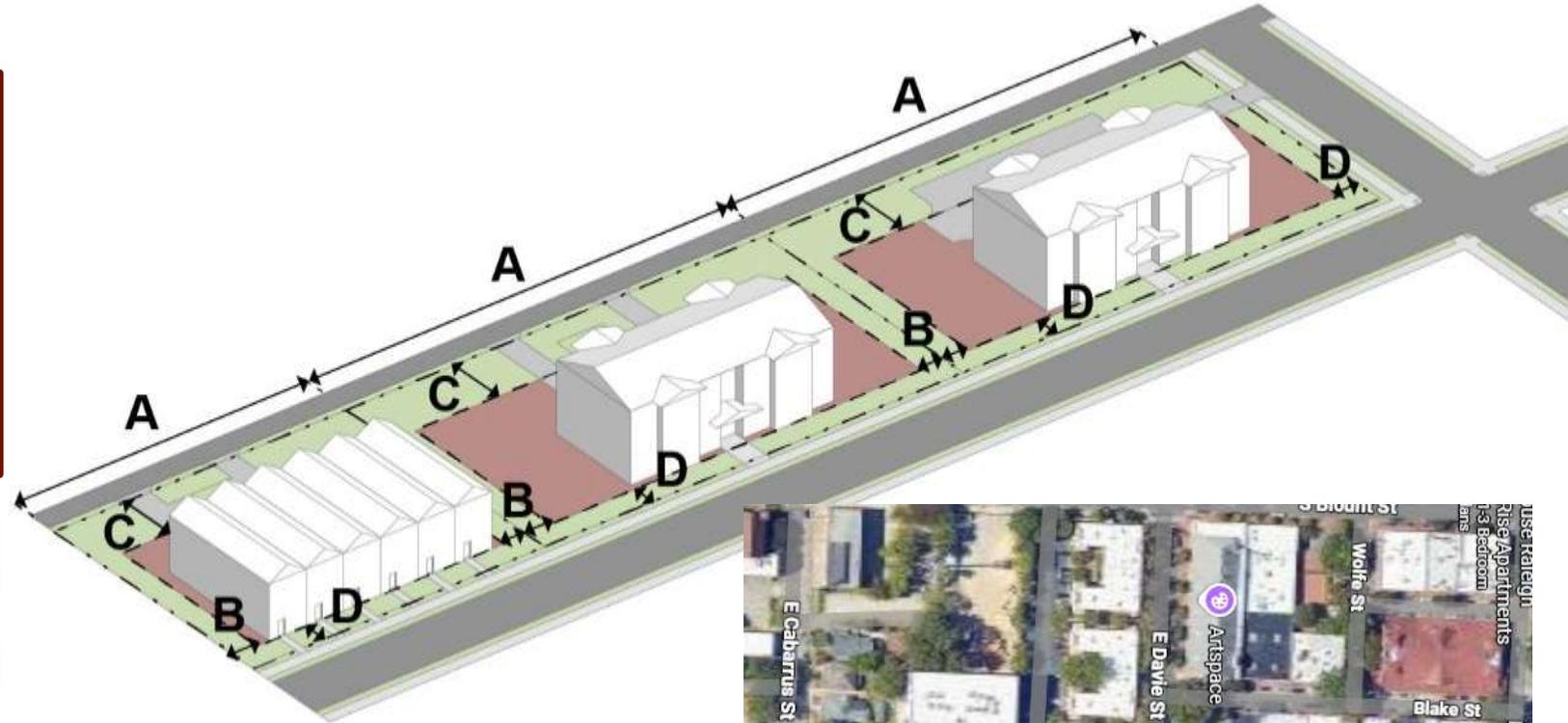
UNR: Urban Neighborhood Residential



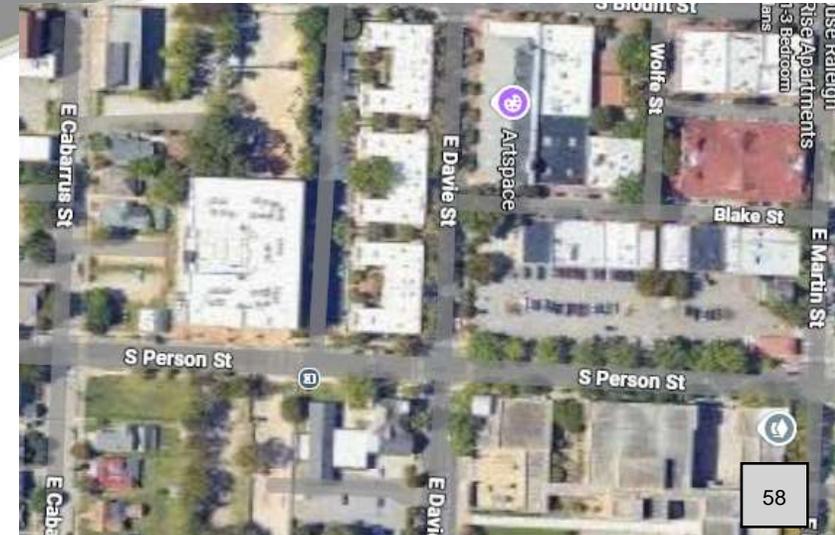
HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

Representative Land Uses

- ✓ Duplex
- ✓ Triplex
- ✓ Quadplex
- ✓ Townhomes
- ✓ Apartments
- ✓ Limited commercial, retail, office, and services



Section 8, Item A.



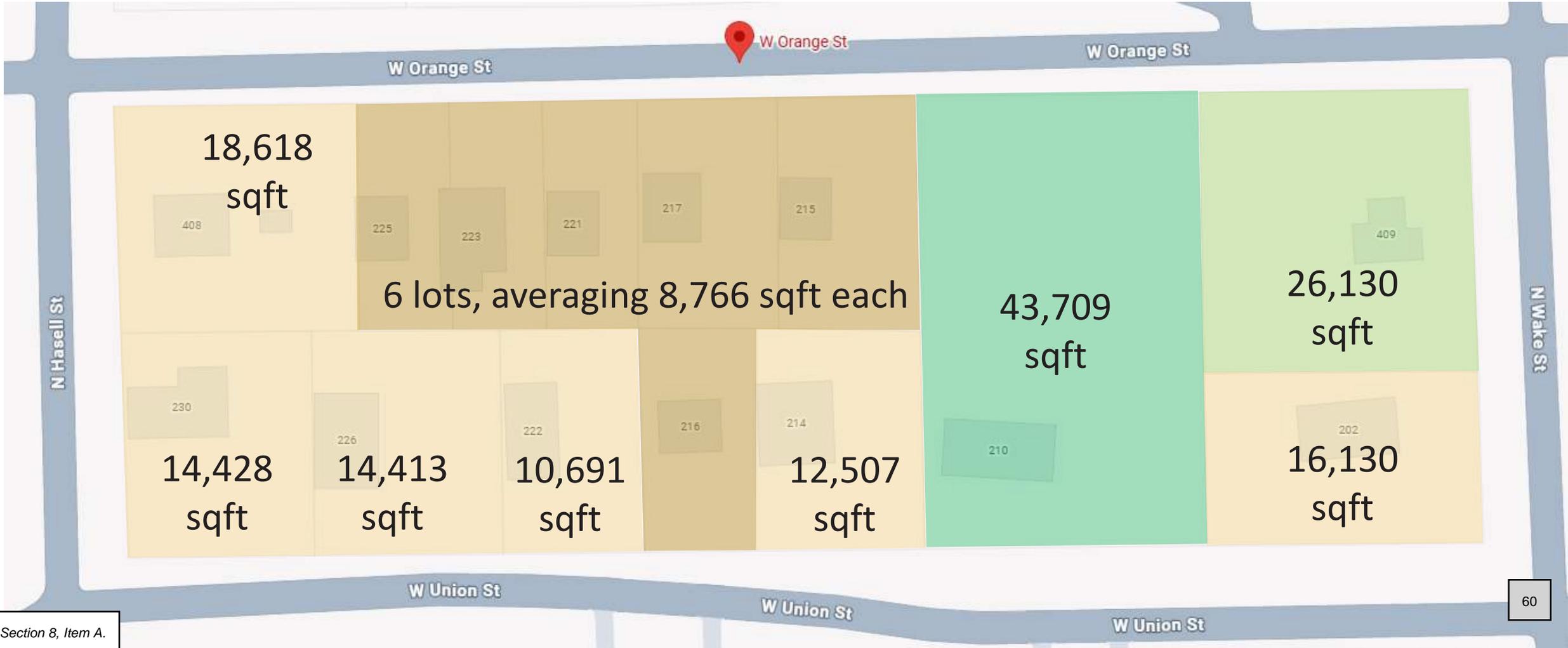
Infill Example



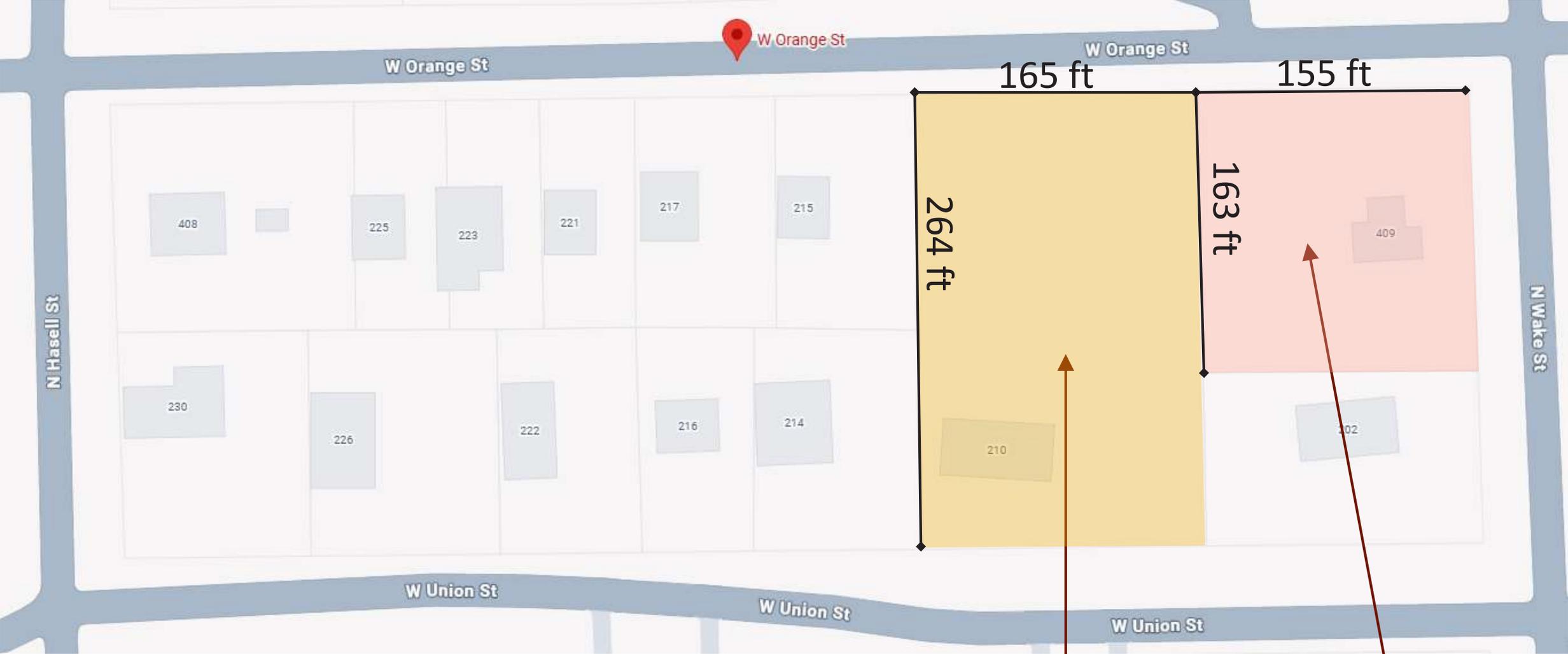
Zoning and density mismatch

Current zoning: R20

- Min. Lot Size: 20,000 sq ft
- Min. Lot Width: 100 ft
- Max. Density: 2 units/acre
- *Most lots are nonconforming*



Gentle Infill Example



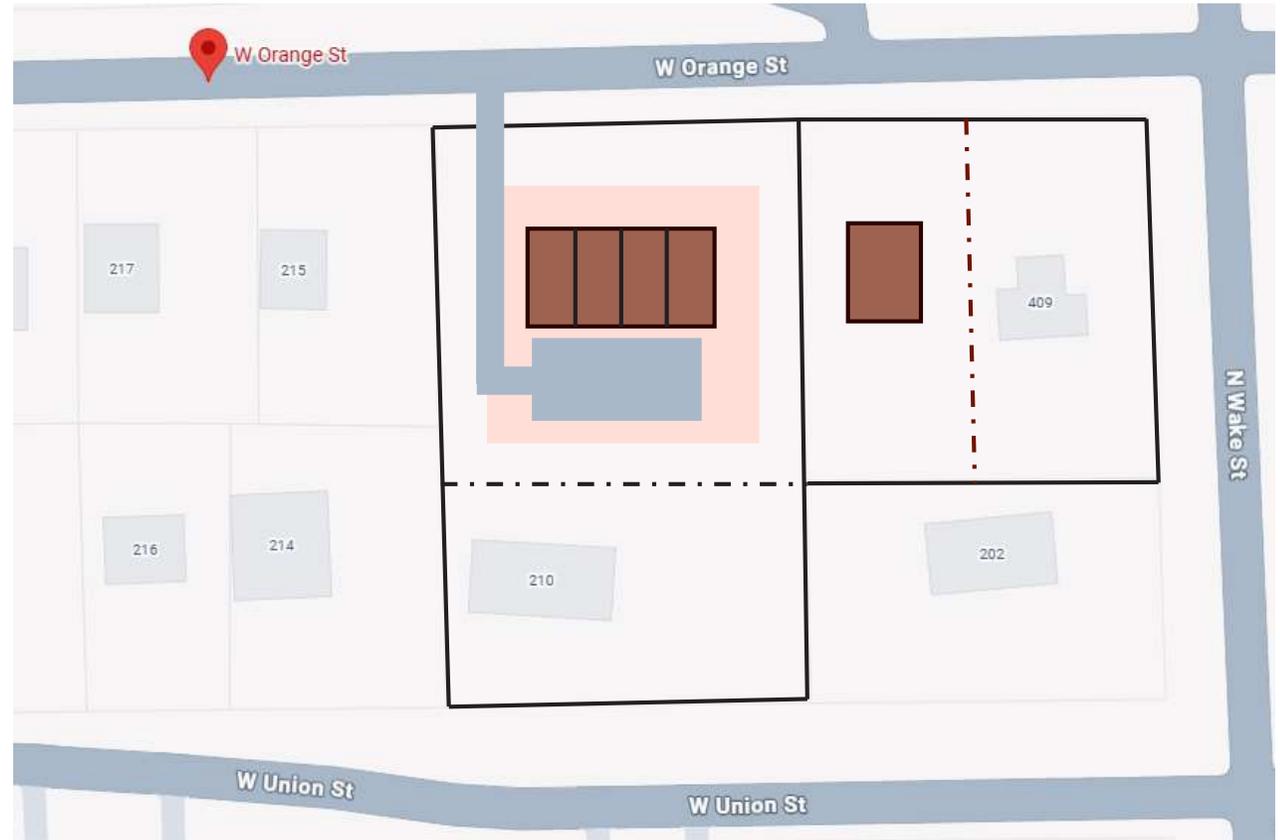
~44,000 sq ft
(~1 acre)

~26,000 sq ft
(>1/2 acre)

Gentle Infill Example

Proposed Zoning: TNR (matches most of the neighborhood)

- Min. Lot Size: 7,000 sq ft (SFD) up to 19,000 sq ft (Quadplex)
- Min. Lot Width: 60 ft (SFD) up to 120 ft (Quadplex)
- Max. Density:
 - 5 units/acre for Single-Family detached and Duplex
 - 7 units/acre for Triplex and Quadplex





Commercial Districts and Corner Stores

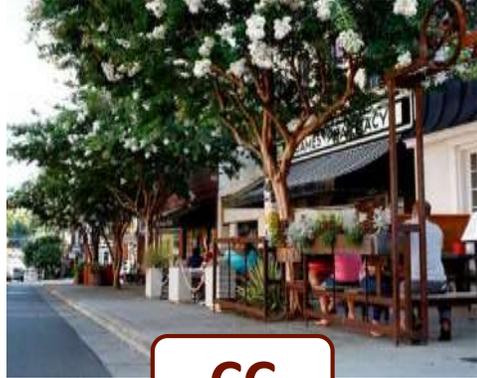
Commercial Dimensional Standards



HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE



UAC



CC



HIC



I

District	Description	Residential		Height (stories)
		Apartments	Upper Story	
UAC	Urban Activity Center	✓	✓	7
CC	Central (or Core) Commercial		✓	4
HIC	High Intensity Commercial		✓	6
I	Industrial		✓	6

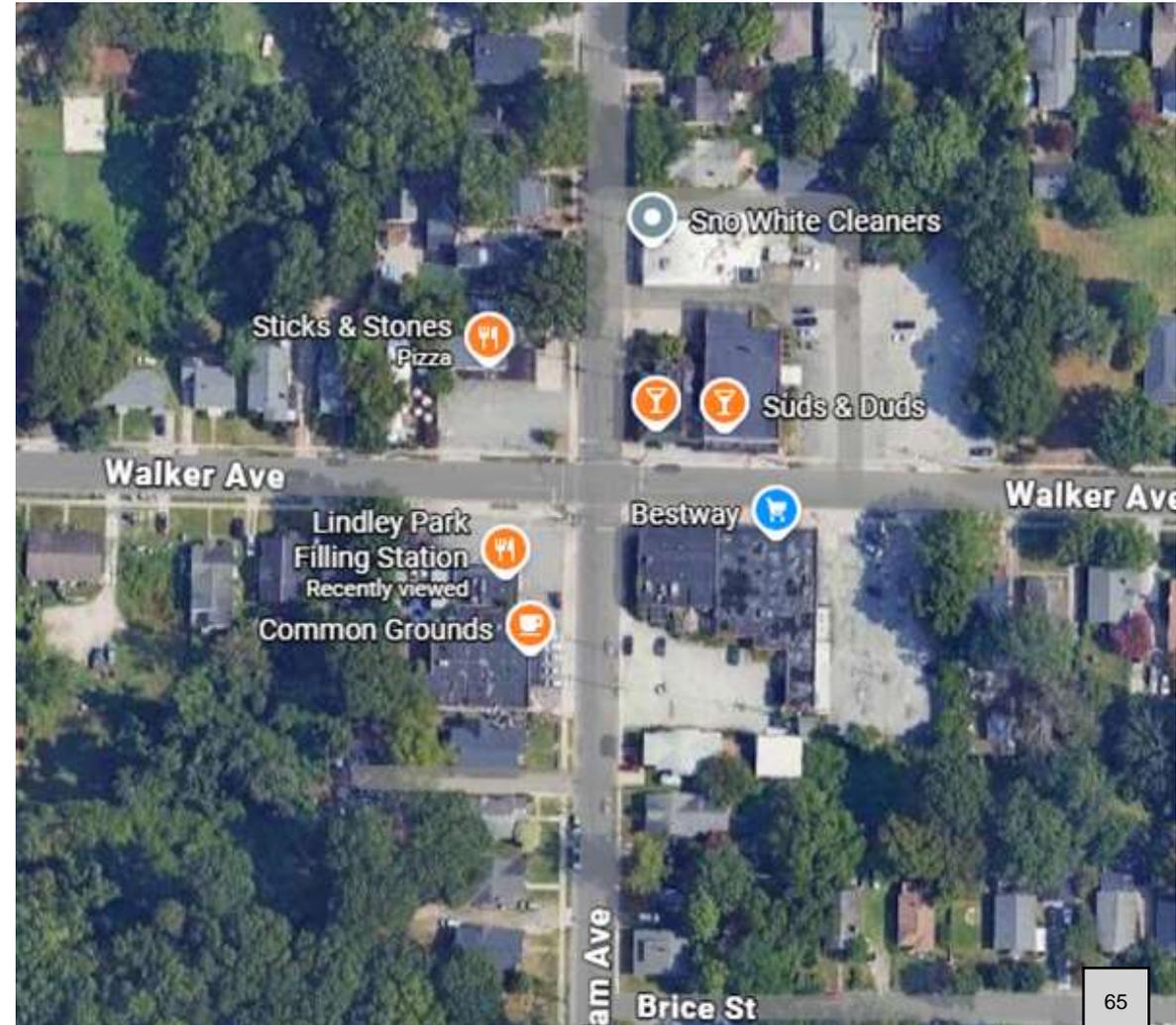
Corner Stores



HILLSBOROUGH
UNIFIED DEVELOPMENT ORDINANCE

- Located on a corner lot or on a lot adjacent to a corner lot with a nonresidential primary use
- Maximum gross floor area: 3-4,000 sq ft
- Hours of operation limited from 6 AM to 10 PM
- Requires 6' tall privacy fence when abutting residential

Allows small-scale commercial in residential neighborhoods while limiting impacts to neighbors.



Example: Lindley Park, Greensboro, NC

Allows:

- Restaurant (dine-in), deli, café, coffee shop
- Retail sales/rental of goods
- Personal services businesses
- Artisan, arts, or craft stores or studios
- Health/Fitness Club
- Arts Schools



Example from Durham (but there are many in town, too).

Prohibits:

- Adult businesses
- Assembly hall
- Bars
- Building/Trade Contractors Office
- Drive-thrus
- Dry Cleaners
- Food Preparation Business
- Restaurant, Convenience (aka drive-thru restaurant)
- Gas pumps or fueling stations
- Kennels
- Place of Worship
- Vape/CBD stores
- Outdoor sales areas
- Tattoo studios
- Any use from the Industrial use category



Discussion

Thank you!