



## PLANNING BOARD

Tuesday, August 08, 2023 at 6:00 PM  
Landis Board Room

### AGENDA

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**PLEASE SILENCE ALL CELL PHONES**

- 1. CALL TO ORDER:**
- 2. DETERMINATION OF QUORUM:**
- 3. PLEDGE OF ALLEGIENCE:**
- 4. RECOGNITIONS AND ACKNOWLEDGMENTS:**
- 5. CHANGES TO (IF ANY) AND APPROVAL OF AGENDA:**
- 6. APPROVAL OF MINUTES FOR MEETING(S):**
  - [6.1](#) Consider Approval of Planning Board Meeting Minutes from June 21, 2023
- 7. OLD BUSINESS:**
  - 7.1 Period Review and Update per NCGS 160D-501(a) to Town Plan 2040-Comprehensive Land Use Plan and Future Land Use Map: Small Area Planning for Downtown Landis Revitalization:
    - i. Existing conditions
    - ii. Site analysis approach & schedule site visit
- 8. NEW BUSINESS:**
  - [8.1](#)
    - a) Planning Board review/recommendation of Draft Development Agreement for "Kimball Landing" townhome project
    - b) Planning Board review/recommendation of Draft Zoning Map Amendments:

i. ZMA 2023-09-11 located at 630 Kimball Road requesting a zoning designation per N.C.G.S. 160D-604(b) of "Mixed-use 1" (MU-1)

**9. ADJOURNMENT:**



# PLANNING BOARD

Wednesday, June 21, 2023 at 6:00 PM  
Landis Board Room

## MINUTES

**PLEASE SILENCE ALL CELL PHONES**

**1. INTRODUCTION:** A regular meeting of the Planning Board of the Town of Landis was called to order at 6:00 PM on Wednesday, June 21, 2023, in the Landis Municipal Building by Chairman Ryan Nelms

**2. DETERMINATION OF QUORUM:**

**Members Present:** Member Mark Bringle, Vice-Chairwoman Catherine Drumm, Chairman Ryan Nelms, Member Jade Bittle, Member Beryl Alston

**Members Absent:** Member Roxanne Barnes, Member Scott Faw

**Staff Present:** Planning, Zoning and Subdivision Administrator Rick Flowe, Deputy Town Clerk Haley Graham, Town Manager Michael Ambrose, Town Clerk Madison Stegall

**Others Present:** Nadine Cherry, Travis Enix

**3. PLEDGE OF ALLEGIANCE:**

Chairman Nelms led those present in the Pledge of Allegiance.

**4. RECOGNITIONS & ACKNOWLEDGEMENTS:** Chairman Nelms recognized newly appointed Deputy Clerk, Haley Graham and New Board Member Roxanne Barnes, and thanked staff for efforts.

**5. CHANGES TO (IF ANY) AND APPROVAL OF AGENDA:**

**ACTION: A MOTION WAS MADE TO REVISE AGENDA** by Rick Flowe noted the change needed for agenda in 8.2 upcoming dates. Moved by Jade Bittle, Seconded by Catherine Drumm

**6. APPROVAL OF MINUTES FOR MEETING(S):**

6.1 Consider Approval of Meeting Minutes for the March 14, 2023 and April 11, 2023 Regular Scheduled Planning Board Meetings.

**ACTION: A MOTION WAS MADE TO APPROVE THE MINUTES FOR MINUTES FOR MARCH 14, 2023 AND APRIL 11, 2023 REGULAR SCHEDULED PLANNING BOARD MEETINGS.**

Moved by Catherine Drumm, Seconded by Beryl Alston

Motion Passed (5-0)

Voting for: Mark Bringle, Catherine Drumm, Ryan Nelms, Jade Bittle, Beryl Alston

**7. OLD BUSINESS:**

7.1 Introduction of Periodic Review and Update Per NCGS 160D-501(a) to Town Plan 2040 - Comprehensive Land Use Plan and Future Land Use Map: Small Area Planning for Downtown Landis Revitalization

PZS Administrator Rick Flowe presented map overview with projected plans to structure “downtown” area to be more inclusive of both Central as well as Main St to integrate both sides of the NFS railway. Proposed that target area should include from W. Garden down to Rice Street keeping in mind that the pool is also a part of the community downtown structure. A few suggestions he noted was keeping in mind the safety of the crossing of NFS railway for citizens as well as the signage and crosswalks that would be needed. He suggested taking a “field trip” at members discretion to review area.

**8. NEW BUSINESS:**

8.1 TRC - Review And Comments On Updated Site Development Plan for "Kimball Landing" Townhome Project (previously seen as part of ZMA 2022-04-11 Planning Board Review and Recommendation on March 8, 2022)

PZS Administrator Rick Flowe spoke briefly about the Kimball Rd, suggested lookback at other action items for a later date. (ONGOING)

8.2 added Upcoming Dates

July Planning Board Amendment

August 8<sup>th</sup> – 1 zoning maps amendment (maybe 2), 6pm Planning Board, 6:30 B of Adj

PZS Administrator Rick Flowe noted the changes needed for zoning maps set aside for lookback at future meeting.

**9. ADJOURNMENT:**

**ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 6:43pm.**

Moved by Mark Bringle, Seconded by Catherine Drumm

Motion Passed: 5-0

Voting For: Mark Bringle, Catherine Drumm, Ryan Nelms, Jade Bittle, Beryl Alston

**AN ORDINANCE AMENDING THE LANDIS DEVELOPMENT ORDINANCE  
OF THE TOWN OF LANDIS, NORTH CAROLINA**

Ordinance #ZMA-2023-09-11

**BE IT ORDAINED** by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that the Official Zoning Map (OZM) of the Landis Development Ordinance (LDO) be amended in accordance with Article 6 of G.S. 160D. The subject property of Dynamic Developers of the Carolinas, LLC, being the owners of the certain land area(s) hereinafter known as Rowan County Tax Parcel(s) 123B119 located at 630 Kimball Road and described with illustration in Attachment “A” attached hereto be designated upon the OZM as follows:

**Part 1. Consistency with Adopted Comprehensive Plan.**

The Board of Aldermen finds that a zoning map amendment applicable to the subject property, establishing a zoning designation in accordance with G.S. 160D-604(a) of “Mixed Use 1 District” (MU-1) is consistent with the Town’s 2040 Comprehensive Land Use Plan (the Plan) and the “Neighborhood” designation upon the subject property appearing on its “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Landis residents by enabling additional housing opportunities developed in accordance with the LDO.

**Part 3. Designation of Zoning Designation.**

That Rowan County Parcel ID 123B119, as shown in Attachment “A” attached hereto shall be designated “Mixed Use 1 District” (MU-1) on the Official Zoning Map.

**Part 4. Effective Date.**

This Ordinance shall be effective immediately upon its adoption.

Adopted this 11<sup>th</sup> day of September 2023.

s/ \_\_\_\_\_  
**Meredith Bare Smith, Mayor**

s/ \_\_\_\_\_  
**Madison Stegall, Town Clerk**

Attachment "A"

**TRACT 2: 630 Kimball Rd., China Grove, NC 28023 (Tax Map 123B, Parcel 119)**

BEING all of Lot Number 15 of the W. L. Kimball Estate, located on Kimball Road as shown on a map of said property made by Hudson & Almond from a physical survey by them in July and October 1965, said map being on file in the office of the Register of Deeds for Rowan County, North Carolina, in Book of Maps 9995 at page 1049 and reference is hereby made to said map for a more complete description of said property.





Fee rec'd  
6/22/23  
\$895.00

PROPOSED  
AN AMENDMENT TO THE ZONING MAP  
OF THE TOWN OF LANDIS, NORTH CAROLINA

Applicant/Owner(s):

Name(s)	Dynamic Developers of the Carolinas, LLC
Address	210 Oak Avenue, Kannapolis, NC 28081
Telephone	704-305-3794
E-Mail	Premiersr77@gmail.com

Project and Property Information:

Property Location/Address	<del>525, 630, 635, 639</del> Kimball Rd	Parcels: <del>130 053</del> 123 B 119
Existing Zoning Map District	SF-2 <del>SF-3</del>	
Proposed Zoning Map District	mu-1	

This proposal to change the zoning classification is made with the understanding that the Planning Board and Board of Aldermen consideration of a zoning change is to be based on the suitability of the above area for the zoning classification proposed and not for any singular use or development to be placed thereon. Therefore, the reasons or justification for the proposed district are:

There are multi family homes in this area, and we are seeing a tremendous growth in Rowan County. We feel that mult family homes in a need.

(Use additional sheets if necessary)

10/03/00  
10/03/00  
10/03/00  
10/03/00  
10/03/00




The following are all the persons, firms, or corporations owning property:

- Within the area proposed for zone change;
- Adjacent to and within 100 feet of both sides and rear of the property of the proposed zone change;
- Directly across the street from the property of the proposed zone change for a depth of 100 feet from the street.

Parcel Number	Name of Property Owner	Mailing Address
<del>130 052</del>	<del>Terry + Barbara Davis</del>	<del>1637 Kimball Rd China Grove NC 28023</del>
<del>130 062</del>	<del>Barry Louder</del>	<del>295 Old Stage Coach Rd, China Grove NC 28023</del>
<del>123 B113</del>	<del>Larry Page Family</del>	<del>1135 Kimball Rd China Grove, NC 28023</del>
<del>123 B114</del>	<del>Ben + Lee Kimball</del>	<del>465 Kimball Rd, China Grove NC 28023</del>
<del>123 B114</del>	<del>" "</del>	<del>" "</del>
<del>123 B117</del>	<del>Ben Kimball</del>	<del>465 Kimball Rd, China Grove NC 28023</del>
<del>123 B125</del>	<del>Ben Kimball</del>	<del>" "</del>
<del>130 B 054</del>	<del>Ben Kimball</del>	<del>" "</del>
<del>130 345</del>	<del>Jane Snider</del>	<del>465 Kimball Loop China Grove 28023</del>
<del>130 324</del>	<del>Ben Kimball</del>	<del>465 Kimball Loop China Grove NC 28023</del>
<del>123 090</del>	<del>Joseph Selma</del>	<del>699 Eudy Rd China Grove, NC 28023</del>
<del>130 081</del>	<del>Deucher + Alex</del>	<del>633 Kimball Rd, China Grove, NC 28023</del>
<del>123 B089</del>	<del>McGalliard Robert</del>	<del>710 Kimball Rd China Grove, NC 28023</del>
<del>130 053</del>	<del>Dynamic Developers of the Carolinas</del>	<del>525 Kimball 210 Oak Ave Kannapolis, NC 28081</del>

(Use additional sheets if necessary)

ALL INFORMATION FURNISHED HEREIN IS TRUE AND FACTUAL INFORMATION CONCERNING THIS PROPOSAL.

Applicant Printed Name(s): Dynamic Developers Of the Carolinas, LLC	Applicant Address(es): 210 Oak Avenue Kannapolis, NC 28081	Applicant Signature(s): 
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\*A filing fee of (\$750 + \$125 advertising cost = \$875) must accompany each proposed zoning map amendment at the time it is filed with the Town of Landis.

\*A copy of a county tax map which shows subject property and other surrounding properties must accompany this proposal. The property for which a zoning change is proposed must be clearly indicated on the tax map. (Tax maps may be obtained at the Tax Supervisor's Office, Rowan County Office Building.)

For Office Use Only:

Date of Filing: <u>payment rec'd</u> <u>06/22/2023</u>	Case Number:
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Revised 7/11/2023

pre-appel-conference + revised  
ZMA r  
per ab  
JUL 11 2023  
RECEIVED  
By applicant



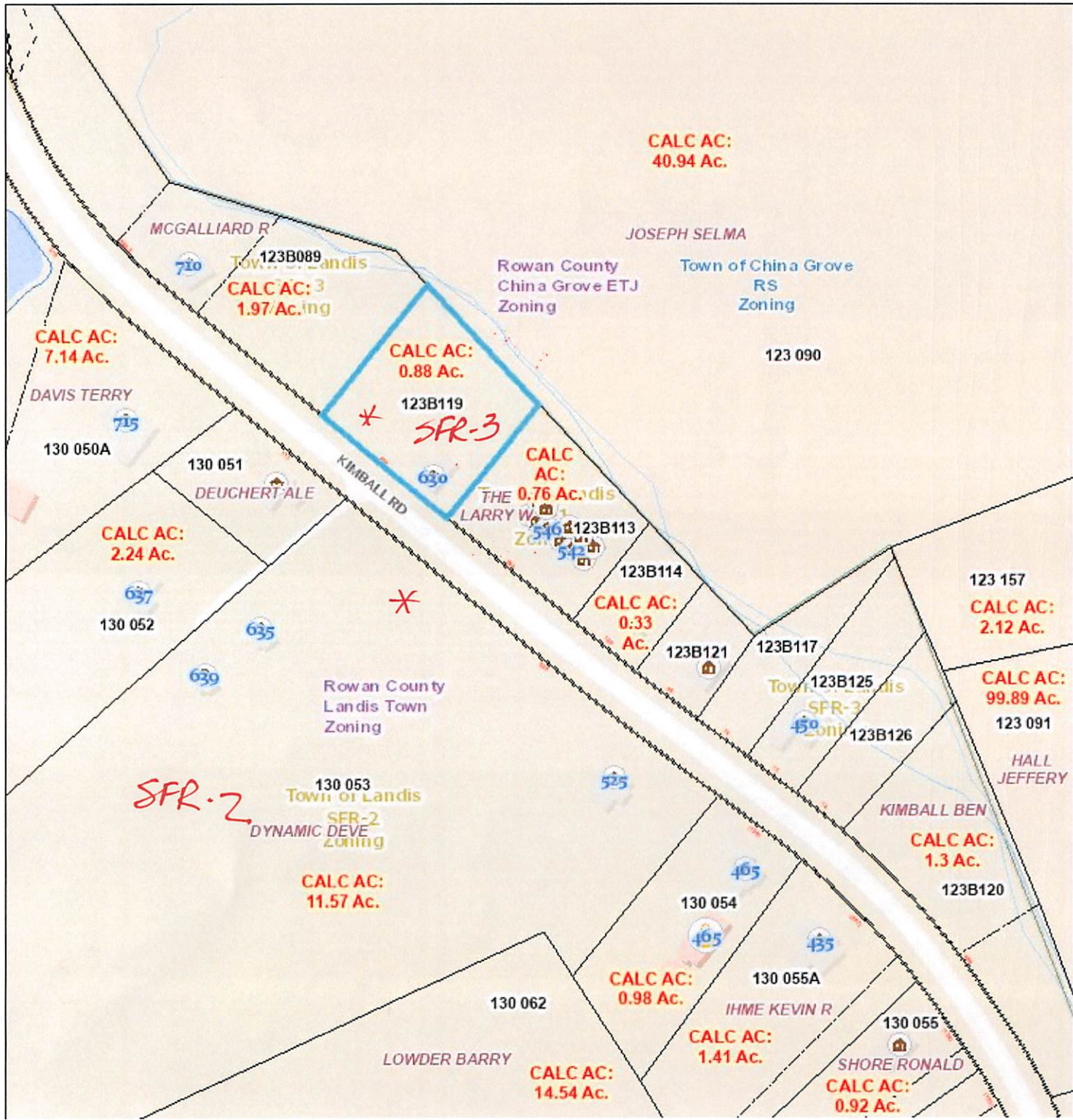
PARCEL ID: **123B119**  
 PIN: 5626-14-43-3669

Owner Name:  
 DYNAMIC DEVELOPERS OF CAROLIN

Mailing Address:  
 210 OAK AVE

KANNAPOLISNC28081-4329  
 Property Address:  
 630 KIMBALL RD

Tax District Code: 107  
 Tax District: LANDIS  
 Land FMV: \$35,775  
 Land LUV: \$0  
 IMP FMV: \$33,530  
 Total Value: 69305  
 Deed Ref: 1423/854/2023  
 Date Sold: 5/25/2023  
 Sale Amt: \$425,000  
 Legal Description:  
 L15 1.05AC W.L. KIMBAL



S. 972

\*

S. 972

\*

**Dynamic Developers of the Carolinas, LLC**  
210 Oak Ave  
Kannapolis, NC 28081

**F & M Bank**  
66-364/531  
Granite Quarry, NC 28072

6/21/2023

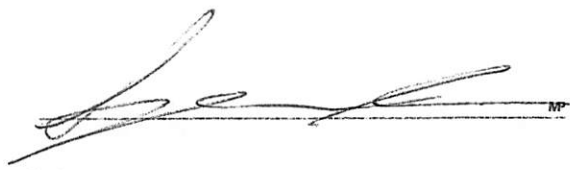
PAY TO THE ORDER OF Town Of Landis \$ **\*\*875.00**

Eight Hundred Seventy-Five and 00/100\*\*\*\*\* DOLLARS

Town Of Landis  
PO Box 8165  
312 South Main St  
Landis, NC 28088-8165

MEMO

Kimball Tract



⑈012979⑈ ⑆053103640⑆ 313⑈635⑈3⑈


**TOWN OF LANDIS PAYMENT RECEIPT**

Dynamic Developers of the Carolinas LLC  
NAME

6.22.2023  
DATE

Zoning admend  
ACCT NO.

\$ 875.00  
AMOUNT

BY:   
Kimball Tract

PLEASE BRING YOUR BILL NEXT MONTH AND REDUCE YOUR OFFICE WAITING TIME



integration into local capital facilities programs, local governments need the flexibility to negotiate such developments;” and

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1003 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing; and

WHEREAS, Section 160D-1004 of the North Carolina General Statutes permits the use of a development agreement to “property of any size”. G.S. 160D-1004 further provides that “Development agreements shall be of a reasonable term specified in the agreement”; and

WHEREAS, Developer is the owner of certain parcels of land containing approximately 1.04 acres, more or less, located approximately 875 feet northwest of the intersection of South Main street and Kimball Road (east side) in the Town of Landis, North Carolina (the “Property”), such Property being identifiable as Rowan County property identification numbers 5626-19-52-2376 more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer desires to develop a single-family attached subdivision with expansion capabilities consistent with the Landis Development Ordinance(s) (the “Subdivision”) on the Property in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS, the Property is entirely within the Landis Town limits, and the Town has determined that the Subdivision is consistent with the Town’s adopted Comprehensive Land Use and Master Plan and Official Zoning Map; that the Subdivision conforms to all relevant requirements of the regulations of the Town of Landis, North Carolina, including the Landis Development Ordinance (the “Zoning”); that the Subdivision, including its lot sizes, density, access and circulation, is compatible with the existing and/or permissible future uses of adjacent property; and that the Subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties..

WHEREAS, the Town Board of Aldermen finds that the Subdivision will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by contributing to the diversification of the Town’s local economy, by helping attract new businesses and industries to the Town, and by creating additional jobs within the Town. The Town finds that it is in the best interests of the citizens and businesses of Landis for the Town to encourage the development of the Subdivision.

NOW, THEREFORE, based upon recitals hereinabove, the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows;

Approval of Site Plan. Developer has submitted a **Preliminary Plat/Site Development Plan** for the Kimball Landing Townhomes project (the “Site Plan”) to the Town’s Planning Department in accordance with the procedures in the Landis Development Ordinance. A copy of said Site Plan



is attached hereto as Exhibit B and incorporated by reference. If and when the Site Plan is approved by the Town per the procedures in the Landis Development Ordinance, the Developer will be authorized to proceed with the following pursuant to the approved Site Plan:

- The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);
- Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and
- The preparation of a final plat, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

Permitted Uses. The Property may be used as a Subdivision with uses currently permitted under the “Mixed Use” (MU-2-CZ) zoning district approved for the property by adoption of Ordinance #ZMA-2022-04-11-1, together with any incidental or accessory uses associated therewith.

Open Space and Common Areas. The Property shall be developed such that all regulated designated Common Open Space shall be left undeveloped and that neither street improvements nor residential lot boundary lines shall extend into such areas as they exist on the effective date of this Agreement.

Development of the Property. The Property and the Subdivision may be developed in accordance with the Site Plan and the terms of this Agreement, and the size, placement and configuration of the lots and buildings, common open space, streets and other improvements shall be as depicted on the Site Plan (including the Site Plan as it may be modified pursuant to the terms of this Agreement).

Expansion of Site. Nothing in this Agreement should prevent the Developer from pursuing contiguous expansion of the Subdivision upon compliance with the Town of Landis Development Ordinance, and the terms of this Agreement.

Subdivision of Site. Developer reserves the right to subdivide the site into smaller parcels in accordance with the Landis Development Ordinance. However, the Town and Developer agree that subdivision of the property is not required and the site may be developed as a single parcel. Prior to any reduction to the Property, the Developer shall obtain an amendment of the Site Plan and no change shall reduce the size of the Property without the consent and approval of the Town.

Transportation Improvements. Developer shall install transportation improvements required for the issuance of the driveway permits for the Subdivision as specified by North Carolina Department of Transportation the “NCDOT”).

Access/Infrastructure Road Improvements. Developer represents that the Property will have sufficient access in accordance with the Site Plan referenced in this Development Agreement to adequately provide two-way access into and out of the Subdivision. Developer agrees to coordinate with Town prior to commencing construction of infrastructure and attend a pre-construction meeting with the Town, NCDOT, utility providers, and all affected/interested utilities. Construction plans shall indicate grades and details sufficient to determine compliance with all applicable standards and specifications. Periodic inspections may be conducted without notice by the Town and the Town shall be notified and accommodated for observance of proof rolls upon

preparation of sub-grades following installation of underground infrastructure within any and all roadway right-of-way, existing and/or proposed; and again, following preparation of base materials prior to paving material placement. The Developer agrees to dedicate any and all public right-of-way improvements in/of the Subdivision to the Town.

Law in Effect at Time of the Agreement Governs the Development of the Subdivision. Developer shall have a right to develop the Property and the Subdivision in accordance with the terms of this Agreement and the terms of the Zoning and other Town development regulations as they exist on this Agreement’s Effective Date, except that the Property and the Subdivision always will be subject to current Town regulations regulating or limiting impervious surfaces. Pursuant to G.S. 160D-1007, and except as provided in G.S. 160D-108.1, Town may not apply subsequently adopted land development regulations to the Property or the Subdivision during the term of this Agreement without the written consent of Developer, except for regulations regulating or limiting impervious surfaces. Additionally, during this Agreement’s term, no development impact fees subsequently adopted by Town shall apply to the Property or to the Subdivision without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 16D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Property or to the Subdivision.

Schedule and Phasing. The Subdivision shall be constructed in a single phase over a two (2) year time frame in accordance with LDO Art./Sect. 7.11-1(F) and according to the schedule attached hereto as Exhibit C and incorporated herein by reference. In the event development is economically unfeasible according to the Development Schedule, Developer may be granted reasonable extensions consistent with the economic feasibility of the development of the Property and the provisions of LDO Art./Sect. 7.11-1(F).

Development Standards. The Subdivision shall be developed in accordance with the standards of the Zoning and other Town development regulations and in accordance with any additional development standards attached hereto as Exhibit D and incorporated herein by reference.

Term. The term of this Agreement shall commence on Effective Date, and expire five (5) years after unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

Local Development Permits. In accordance with G.S. 160D-1006(a)(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Subdivision:

1. Town of Landis and/or NCDOT Entrance/Driveway Permits
2. Town Zoning Permits (for site work and individually for each dwelling and/or accessory structure)
3. State Sedimentation and Erosion Control Permit(s)
4. County Building Permits (for each building, dwelling and/or accessory structure)



The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with all Federal, State of North Carolina, Rowan County and Town of Landis laws governing those jurisdictions' respective permitting requirements, conditions, terms or restrictions.

Water and Sewer Fees. Prior to the issuance of zoning clearance permits for each lot and building within the Subdivision, to the extent that the Town provides water and sewer service, Developer shall pay to Town the applicable per-lot or per-building, as applicable, water and sewer tap and/or connection fees in accordance with the Town's then-current schedule of rates and fees.

To the extent that the Town provides water and sewer service, Developer and all property owners in the Subdivision shall pay the fees to Town for water and sewer service as provided in the then-current Landis Schedule of Rates, Fees and Charges for Water and Sewer Service, which schedule is subject to change by the Town Board of Aldermen.

Water and Sewer Capacity Reservation. The parties acknowledge that Town currently provides sufficient water and sewer service for the Property and the Subdivision. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. Town shall be notified in writing of the assignment of such rights. This provision shall be binding upon any operator of the Town's water and sewer system or any successor-in-interest thereto.

Connection to Town's Water and Sewer System. Upon the request of Developer, Town agrees to permit the physical connection of the Subdivision to Town's water and sewer system subject to the terms and conditions of this Agreement and applicable federal, state and local laws.

Surface Infrastructure. Unless otherwise provided in this Agreement, the streets and/or sidewalks constructed within the Subdivision shall conform to the cross sections set out on the Site Plan and shall meet the specifications of Articles 13 and 16 of the Landis Development Ordinance and the Town of Landis Technical Standards & Specifications Manual.

Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities shall be buried on site adjacent to the public street right-of-way.

Amendment. The terms of this Agreement may be amended in writing by the mutual consent of the parties hereto or their successors in interest.

Recordation/Binding Effect. Within fourteen (14) days after Town enters into this Agreement, Developer shall record this Agreement in the Rowan County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

Periodic Review. Pursuant to G.S. 160D-1008, the Planning, Zoning and Subdivision Administrator or other Town designee shall conduct a periodic review, (the "Periodic Review") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.



Developer at:                   Byrne Properties, Inc.  
Attn: Ms. Tina Byrne, Mr. Scott Byrne  
1050 Lake Wright Road  
China Grove, NC 28023

And

BDM Builders, LLC  
Attn: Michael McGlynn  
4988 Irish Potato Road  
Kannapolis, NC 28083

Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings between Town and Developer relative to the Property and the Subdivision, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth in this Agreement or as clearly and explicitly incorporated by reference.

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.

Assignment. After notice to Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property without the written consent of Town.

Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

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.

Agreement to Cooperate. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Agreements to Run with the Land. This Agreement shall be recorded in the Rowan County Registry. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property. The agreements, covenants and restrictions contained herein on behalf of the Town shall be deemed to be a benefit to Developer and Developer's successors-in-interest that run with the land and shall be binding upon and an obligation of Town and any successors-in-interest of the Town.

Hold Harmless. Developer agrees to and shall hold Town, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages,

just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Developer's actions in connection with the Property or the Subdivision.

Town agrees to and shall hold Developer, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Town or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Town agrees to pay all costs for the defense of the Developer and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Town's actions in connection with the Property or the Subdivision.

Severability. If any section or provision of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable for any reason, that section or provision shall be deemed severed from this Agreement, and the remaining sections and provisions of this Agreement shall remain fully effective and enforceable.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

**Developer:**

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

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

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

**Town:**

By: \_\_\_\_\_  
Meredith Bare Smith, Mayor

**Attest:**

By: \_\_\_\_\_  
Madison Stegall, Town Clerk

SEAL

DRAFT as of 17 July 2023

STATE OF \_\_\_\_\_

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as its act and deed.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**EXHIBIT A – Description of Property**

All that certain parcel of land, situated, lying and being in the Town of Landis, Rowan County, State of North Carolina, and more particularly described as follows:



Lots Nos. 7 and 8 of the W.L. Kimball Estate as surveyed and mapped by Hudson & Almond, July and October of 1965, said map being on file in the office of the Register of Deeds for Rowan County, North Carolina, in Map Book at Page 1049, and more particularly described as follows:

BEGINNING at a point in the center of Kimball Road and runs thence, passing a stake on the edge of said road, North 40 deg. East 341.5 feet to a stake, corner of Lot No. 7 in the line of R.W. Brown; thence with the line of R.W. Brown and line of Lots Nos. 7 and 8, North 19-43 West 250 feet to a stake, corner of Lots Nos. 8 and 9; thence with the dividing line of Lots Nos. 8 and 9, South 82-32 West to a stake in the center of Kimball Road; thence with the center of Kimball Road, South 7-18 East 154.6 feet to a point in center of Kimball Road; thence with center of Kimball Road, South 4-15 East 45.4 feet to a point in Kimball Road; thence with the center of Kimball Road, South 3-06 West 115 feet to a point in the center of Kimball Road; thence with the center of Kimball Road, South 10-02 West 166.7 feet to the point of Beginning.

DRAFT





**EXHIBIT C - DEVELOPMENT SCHEDULE**

1. Phase 1, infrastructure in accordance with the Site Plan appearing in Exhibit B and the approved Construction Plans, shall be initiated within sixty (60) days of the Effective Date of this Agreement. Phase 1 infrastructure shall be completed within twenty-four (24) months of the Effective Date of this Agreement.
2. Phase 1 shall include installation of sidewalks, street trees, signage (stop, speed limit, street name, and parking restrictions for fire and driveway separation) and street lighting per LDO standards & specifications.
3. Phase 1, to close-out temporary ponds, complete any infrastructure repairs, overlay all surface course pavement, inspections, corrections to deficiencies, close permits, petition for acceptance of public infrastructure, and installation of permanent signage to replace initial signage if damaged during construction. Performance guarantees will be released upon completion and final acceptance of improvements at beginning of the 1-year infrastructure construction warranty period.

DRAFT as of 7 July 2023

# An Ordinance Adopting a Development Agreement

Ordinance #DA-2023-09-11

An Ordinance Adopting a Development Agreement Between the Town of Landis and BYRNE PROPERTIES INC, a North Carolina Corporation & BDM BUILDERS LLC, a North Carolina Limited Liability Company.

Be It Resolved Therefore that:

- A. The Town of Landis, in accordance with Article 10 of G.S. 160D finds that:
  - 1. Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.
  - 2. Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.
  - 3. Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, finance, and construction schedules and the phasing of the private development.
  - 4. Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that the development standards will remain stable through the extended period of the development.
  - 5. Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.
  - 6. To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.
  
- B. The Town of Landis enters into this Agreement subject to the procedures and requirements of G.S. 160D-1001 – 160D-1012. In entering this agreement, the Town acknowledges it may not exercise any authority or make any commitment not authorized by general or local act and may not impose any tax or fee not authorized by otherwise applicable law.
  
- C. The Town of Landis acknowledges that the authority to adopt this Agreement is supplemental to the powers conferred upon local governments and does not preclude or supersede rights and obligations established pursuant to other law regarding building permits, site-specific development plans, phased development plans, or other provisions of law.

NOW THEREFORE BE IT ORDAINED that the Town Board of Aldermen of the Town of Landis does hereby adopt the attached Development Agreement between the Town of Landis and BYRNE PROPERTIES INC, a North Carolina Corporation & BDM BUILDERS LLC, a North Carolina Limited Liability Company (“Developer” ) and authorizes the Mayor to execute on behalf of the Town.

This Development Agreement is approved and to become effective upon execution thereof as authorized by this Ordinance.

**ADOPTED on this the 11<sup>th</sup> day of September 2023.**

s/ \_\_\_\_\_

**Meredith Bare Smith, Mayor**

s/ \_\_\_\_\_

**Madison Stegall, Town Clerk**