Residential: Single Family Detached

Weddington Road Site Single Family Phase (CN-PSA-2024-00080)

4530 Weddington Road

DRC	Entitled	Units	PRS Routed	Technically Approved
8/10/2023	Yes	65	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	Yes (partial award)	No	No	No	No	No	No

Allocation Request

Total	2024	2025
19,500	15,000	4,500

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
2	0	1	0	0	1	0

Brief Summary

The applicant is seeking sewer allocation for the entire site which is made up of 65 single family detached lots along with 166 single family attached units. This parcel was awarded sewer allocation for the single family detached back in July 2022 to a different applicant and design. The sewer allocation did expire and now a new applicant has applied for the project. This project is located within the boundaries of the Weddington Road Corridor Plan.

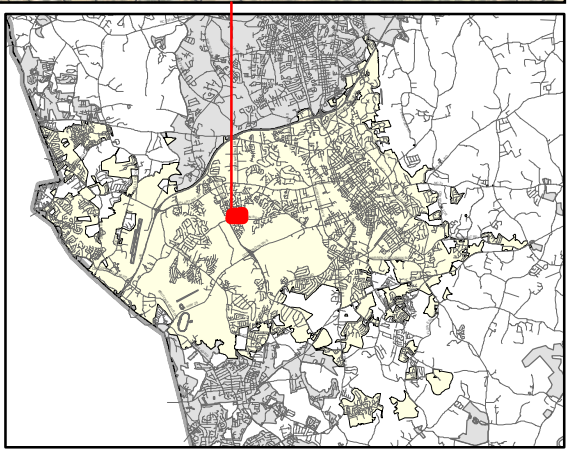
CN-PSA-2024-00080 - Weddington Road SF Detached

Type: Residential SF Detached

65 single family units

Allocation Request: 19,500

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Weddington Road Site, Single Family Development					
2.)	Description of project location:	Directly West of West Cabbarus High School, Near Weddington Rd and George Lyles Pkwy Intersection (Example: Site located on (Road name) SR ####, approx ##### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	Cabarrus County Parcel Identification Number:	56007478020000	3a.)	Parcel Acreage:	75.83 (~41.3 for Single Family)		
4.)	Site Zoning and use:	RV	5.)	Area Commercial or Industrial Building (sq. ft.)	N/A		
6a.)	Description of Facility to be served.	Residential Neighborhood	6b.) Number of Lots	65	6c.) Number of Units	65	
7d.)	Additional description information:	Mixed Residential Neighborhood, only single family being considered with this application form.					

B. Applicant Information

Brian Johnson, Vice President (Title) (Name of legal owner, board, council, and/or authorized official with title; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2025 Ayrsley Town Boulevard, Ste 1104 (Applicant's Street or Box Number)
Mattamy Carolina Corporation (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings, as applicable.)	Charlotte, NC 28273 (Applicant's City, State, Zip Code)
704.507.7547 (Applicant's Phone Number)	N/A (Applicant's Facsimile Number)
Brian Johnson (Name) BA.johnson@mattamycorp.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	BA.Johnson@mattamycorp.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Matthew R. Reiking (Typed name of North Carolina Professional Engineer)	ESP Associates, Inc. (Company Name)
038830 (NCPE Registration Number)	P.O. Box 7030 (Street or Box Number)
803.802.2440 (Phone Number)	Charlotte, NC 28241 (City, State, Zip Code)
Matt Reiking (Name and affiliation of contact person, who can answer questions about application & designs)	mreiking@espassociates.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✔	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:

(●) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 19,500 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Single Family Homes (Assumed 4 Br)	75gal/day/bedroom x 4 = 300 gal/ day	65	GPD 19,500
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 19,500

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Brian Johnson _____, **the undersigned, do hereby make application for preliminary wastewater**

(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Signature: _____ Date: 5-24-24

May 28, 2024

City of Concord
Engineering Department
P.O. Box 308
Concord, NC 28026-0308

RE: Weddington Road Site Single Family Development Phase
Concord, NC
Preliminary Wastewater Flow Narrative

To Whom It May Concern;

A proposed residential development, currently referred to as the Weddington Road Site is being proposed by Mattamy Homes as generally shown in the "Weddington Road Site Preliminary Concept Plan" last dated March 7, 2023, prepared by ESP Associates, Inc. The project encompasses approximately 75.8 acres within Tax Parcel ID#56007478020000, of which approximately 41.3 acres will be developed as outlined below. The proposed development is located directly South and West of the West Cabarrus High School along Weddington Road near the intersection of Weddington Road and George Lyles Parkway and consists of approximately:

- +/-65 Total Units:
  - 65 Single Family Detached Residential Lots, assumed to be an average of 4 bedrooms per home.
- Utilization of Existing RV Zoning.
- Two (2) tie ins of proposed streets to existing public roadways.
- Tie-in to existing City of Concord public water and sewer infrastructure.
- Water quality areas to manage and control stormwater runoff from the proposed development.
- Grading to minimize impacts to protected streams/wetlands, as feasible.
- Incorporation of at least 15% of the total site areas as shared public spaces and open areas for use by the residents.
- Incorporation of tree save equal to or greater than 50% required common open space.
- No industrial development.

This proposed development is estimated to produce 19,500 gal/day of wastewater flow, assuming 75gal/day/bedroom as outlined in NCDEQ Section 18 Session Law 2-23-137. Wastewater is currently anticipated to be managed by tying into and utilizing the existing City's sanitary sewer system surrounding the site.

ESP Associates, Inc.
P.O. Box 7030 • Charlotte, NC 28241
1.800.960.7317 • NC: 704.583.4949, fax 704.583.4950 • SC: 803.802.2440, fax 803.802.2515
www.espassociates.com

If you have any questions or require any additional information, please do not hesitate to contact me by phone at 704-654-5336 or via email at mreiking@espassociates.com.

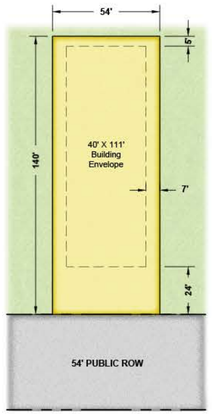
Sincerely,
ESP Associates, Inc.

Matthew R. Reiking, PE
Civil Engineering Department Manager

cc: Brian Johnson – Vice President Mattamy Carolinas Corp.

ESP Associates, Inc.
P.O. Box 7030 • Charlotte, NC 28241
1.800.960.7317 • NC: 704.583.4949, fax 704.583.4950 • SC: 803.802.2440, fax 803.802.2515
www.espassociates.com

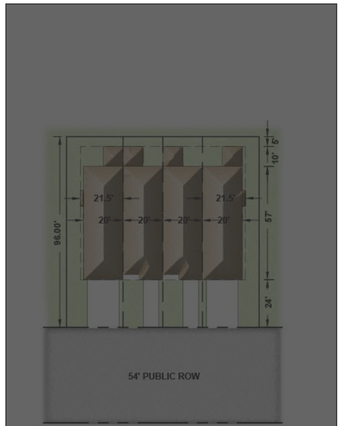
TYPICAL LOT DETAILS
NOT TO SCALE



Classic Front Load Product

Setbacks

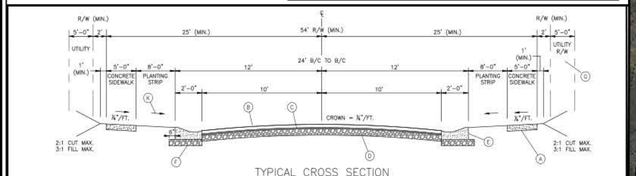
Front:	24'
Side:	7'
Rear:	5'



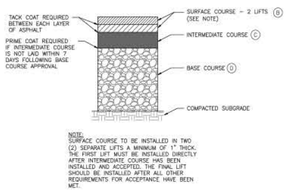
Vienna /Aurora Townhomes
Vienna: Side Entry Unit w/ 2 Car Garage
Aurora: Front Entry Unit w/ 1 Car Garage

Setbacks

Front:	24'
Side:	7'
Rear:	5'
Building Separation:	20'



TYPICAL CROSS SECTION



NOTE:
SURFACE COURSE TO BE INSTALLED IN TWO (2) SEPARATE LIFTS A MINIMUM OF 1" THICK. THE FIRST LIFT MUST BE INSTALLED DIRECTLY AFTER INTERMEDIATE COURSE HAS BEEN INSTALLED AND ACCEPTED. THE FINAL LIFT SHOULD BE INSTALLED AFTER ALL OTHER REQUIREMENTS FOR ACCEPTANCE HAVE BEEN MET.

TYPICAL PAVEMENT SECTION

KEY

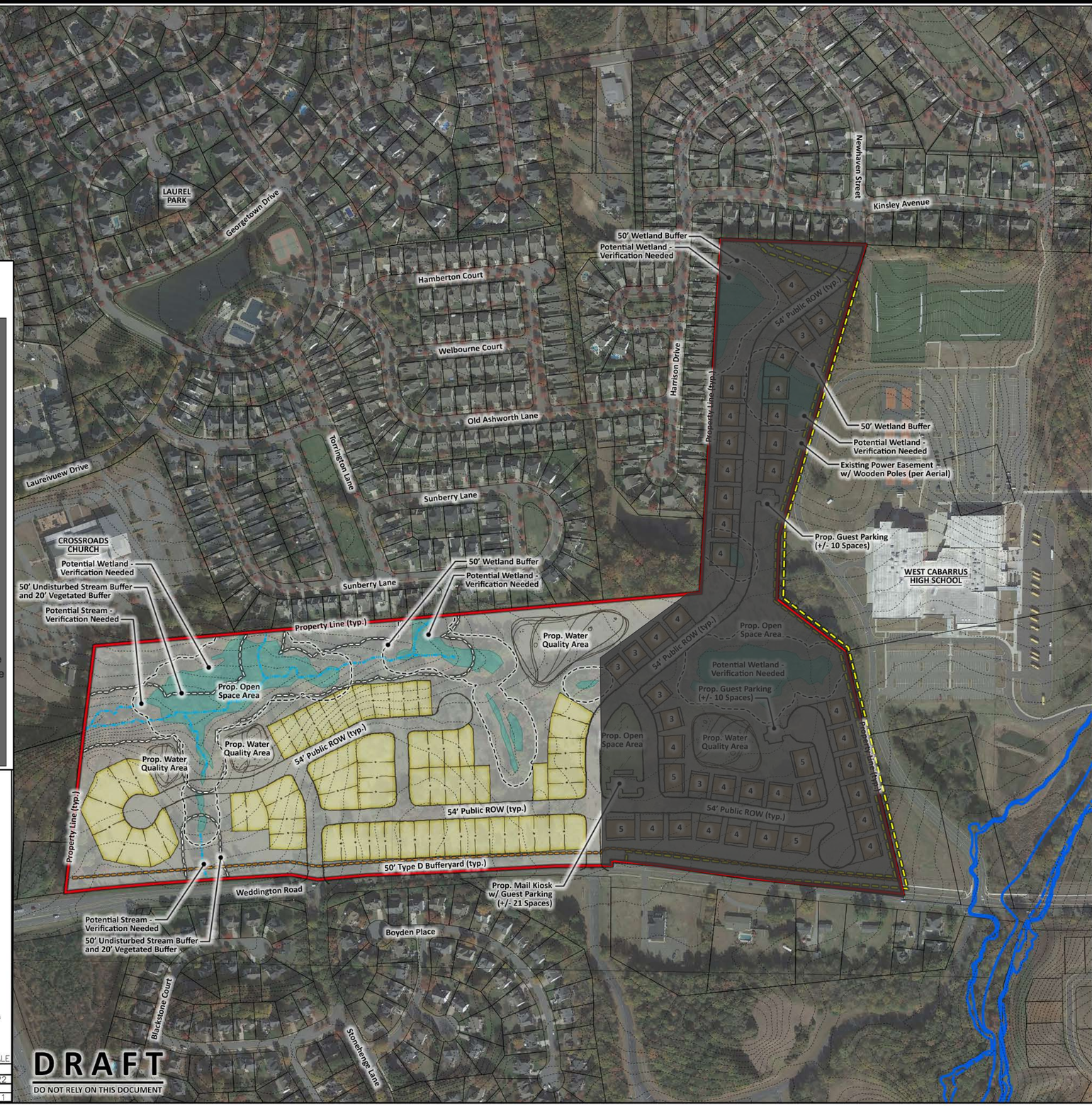
(A) 4" SIDEWALK*
*DRIVEWAY APRON AND SIDEWALK AT DRIVEWAY CROSSINGS SHOULD BE 6" THICK
(B) 2 ½" S9.5B SURFACE COURSE
(C) 2.25" I-19.0C INTERMEDIATE COURSE
(D) 8" COMPACTED AGGREGATE BASE COURSE OR 4" B-25.0C BASE COURSE
(E) 2'-0" VALLEY GUTTER
(F) 6" COMPACTED AGGREGATE BASE COURSE OR 4" B-25.0C BASE COURSE
(G) ADDITIONAL UTILITY R/W OR EASEMENT TO BE DETERMINED BY APPLICABLE PARTIES
(K) PLANTING STRIP ADJACENT TO SIDEWALK SHALL BE GRADED TO 1/4" PER FOOT (MIN.) TO 1-1/4" PER FOOT (MAX.). PRIOR APPROVAL REQUIRED FOR STEEPER GRADES.

NOT TO SCALE

Concord NORTH CAROLINA High Performance Living

LOCAL RESIDENTIAL STREET

3-2022
STR-101
SHEET 1 OF 1



DRAFT
DO NOT RELY ON THIS DOCUMENT

Vicinity Map
Not To Scale

Site Data:

Tax Parcels:	56007478020000
Total Acreage:	+/- 75.83 Acres (per GIS) +/- 41.3 Acres for Single Family
Location:	City of Concord, North Carolina
Zoning:	
Existing:	RV
Total Potential Lots:	+/- 231 Units
Vienna/ Aurora THs:	+/- 166 Units (20' x 67')
Classic Product:	+/- 65 Units (54' x 140')
Potential Density:	+/- 3.05 DU/AC
Open Space:	
Required:	+/- 11.37 Acres (15%) Min.
Proposed:	+/- 11.37 Acres (15%)
Tree Save:	
Required:	+/- 5.69 Acres Min.*
Proposed:	+/- 5.69 Acres
*Note: Tree save is 50% of required open space (+/- 11.37 Acres)	
Connectivity:	
Required:	1.4 (Links/Nodes)
Proposed:	1.33 (16 Links/12 Nodes)
Road Length:	
54' Public ROW:	+/- 7,900 LF
Parking:	
Required:	+/- 41 Parking Spaces Min*
Proposed:	+/- 41 Parking Spaces

*Note: One parking space required per every 2 townhome units with driveway less than 20 feet in width.

General Notes
1. Base information provided by Cabarrus County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information
Floodplain information obtained from FEMA FIRM Panel 3710561100K effective date of study 11/16/2018.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Cabarrus County GIS data. For purposes of preparation of this Preliminary Concept Plan, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Preliminary Concept Plan will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy- unit loss may occur.

Access Points/Driveways/Streets
1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the City of Concord Development Ordinance and applicable standards identified by NCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space /Tree Save
Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas, utility features, and buffers, (as applicable) for this project are better defined.

Potential Stormwater Quality Areas
Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater areas.

Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
803.802.2440
www.espassociates.com

NORTH

Weddington Road Site
Preliminary Concept Plan D

ESP Job #23-00015 February 23, 2024

GRAPHIC SCALE
200 0 100 200 400
1 INCH = 200 FT.

mattamyHOMES
2127 Ayrsley Town Boulevard, Suite 201
Charlotte, NC 28273

Residential: Single Family Detached

Better Path Subdivision (CN-PSA-2024-00086)

139 Kerr St. NW

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	6	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
1,350	1,350

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
2	0	1	0	0	1	0

Brief Summary

The applicant is looking to construct six single family detached houses. The parcel is zoned Planned Unit Development (PUD) and is part of an approved rezoning plan. This PUD was rezoned in 2017 as Z(CD)-07-17 with five lots taking access off Cedar Drive NW. and one taking access off Kerr Street. The project is located within the boundaries of the Center City Plan.

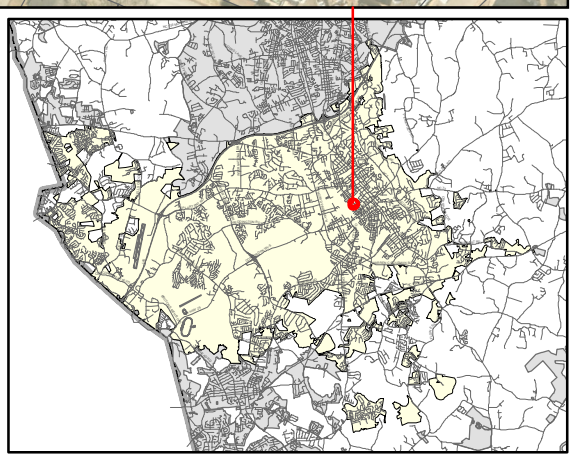
CN-PSA-2024-00086 - Better Path Subdivision

Type: Residential SF Detached

6 single family units

Allocation Request: 1,350

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Cedar Dr. Subdivision				
2.)	Description of project location:	Site Located at 139 Kerr St, at the corner of Kerr St. and Cedar Dr. NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	5620576334	3a.)	Parcel Acreage:	1.692	
4.)	Site Zoning and use:	PUD	5.)	Area Commercial or Industrial Building (sq. ft.)	1,360	
6a.)	Description of Facility to be served.	Single Family Reside	6b.) Number of Lots	6	6c.) Number of Units	6
7d.)	Additional description information:	Six new construction single family homes, facing Cedar St. NW				

B. Applicant Information

R & P EUDY CONSTRUCTI, Owner (Title)	10935 Winds Crossing Dr. STE 300
(**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	(Applicant's Street or Box Number)
Better Path Homes LLC	Charlotte, NC 28273
(**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	(Applicant's City, State, Zip Code)
704-516-1961	
(Applicant's Phone Number)	(Applicant's Facsimile Number)
Grace Tillett (van d (Name) grace@choosebette (Email)	grace@choosebetterpath.com
(Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

(Typed name of North Carolina Professional Engineer)	(Company Name)
(NCPE Registration Number)	(Street or Box Number)
(Phone Number)	(City, State, Zip Code)
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✓	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 1,350 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
3 bedroom single family hom	75 gal/ bedroom	6	GPD 1,350
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1,350

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Better Path Homes LLC (Grac **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Signature: Date: 06/20/24

BETTER PATH HOMES

To the City of Concord Planning Department,

We are under contract on 139 Kerr St. NW Concord NC 28052 (Zoned PUD), in order to purchase the eastern half that was designated for residential construction in November 2017. This designation is recorded at book 12763, pages 100-103.

Our plan is to build six 3 bed/2 bath single family homes here, with at least five of them facing Cedar Dr. NW, and the sixth potentially facing Kerr St. This project will generate roughly 1,350 GPD of wastewater, so we are applying for the City's wastewater allocation program as our first order of operation.

Our closing date on this property is currently scheduled for 08/09/24.

Thank you!

_____

Grace van den Berg

Better Path Homes LLC
Project Manager | Administrator
c: 704-516-1961
grace@choosebetterpath.com

Residential: Single Family Detached

Sunview Subdivision (CN-PSA-2024-00107)

838 Sun View Dr. NW

DRC	Entitled	Units	PRS Routed	Technically Approved
5/26/2022 (as multi-family)	Yes	24	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

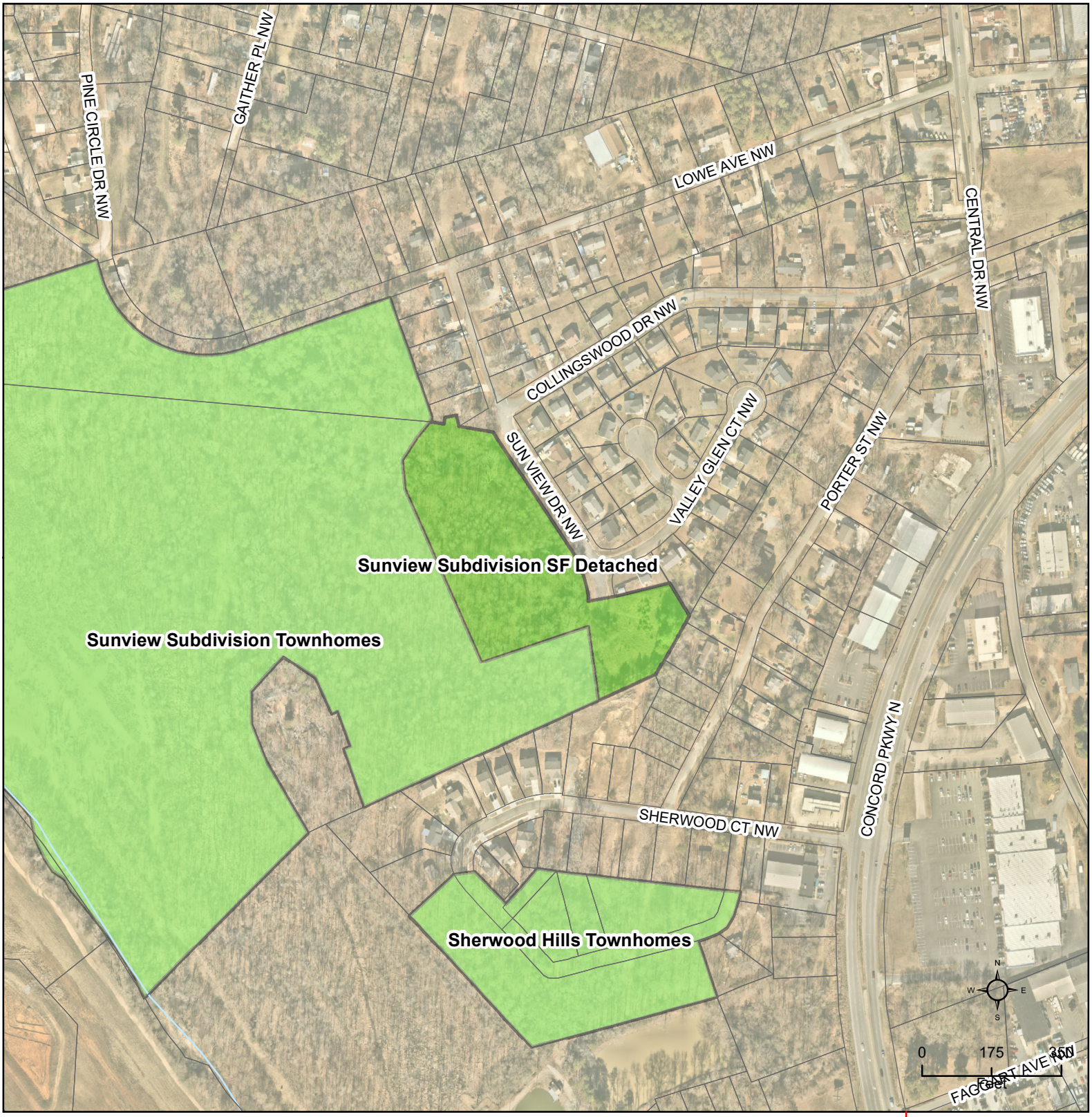
Allocation Request

Total	2024
6,300	6,300

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

This is a project that has been submitted as a townhome style multi-family project for sewer allocation in July 2022. A preliminary plat was approved for a townhome style subdivision on February 4, 2022, but payment of $400 has not been received. The narrative now reflects the desire to restructure the project as 24 single family detached units and 95 townhomes.



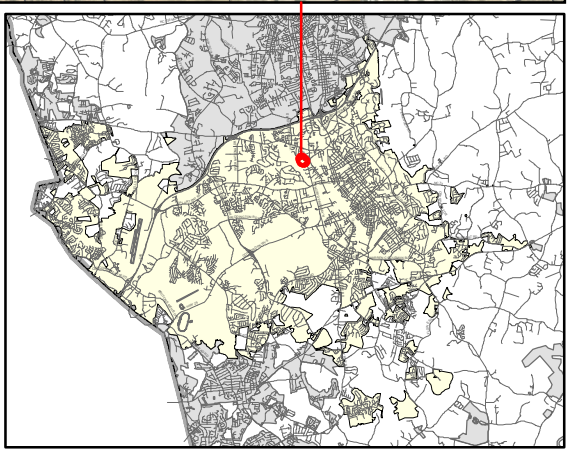
CN-PSA-2024-00107 - Sunview Subdivision SF Detached

Type: Residential SF Detached

24 single family units

Allocation Request: 6,300

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Sunview Subdivision					
2.)	**Description of project location:**	Site located at 838 Sunview Dr. NW, approximately 150 ft S of intersection of Collingswood Dr. and Sunview Dr. NW, and 1300 ft E of intersection of Collingswood Dr SW and Central Dr NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	**Cabarrus County Parcel Identification Number:**	5611734751 & 5611740201	3a.)	**Parcel Acreage:**	47.940		
4.)	**Site Zoning and use:**	RC, Residential Homes	5.)	**Area Commercial or Industrial Building (sq. ft.)**	0		
6a.)	**Description of Facility to be served.**	Residential Housing	6b.)	**Number of Lots**	119	6c.) **Number of Units**	119
7d.)	**Additional description information:**	Horizontal Mixed Use Single Family Homes & Townhomes					

B. Applicant Information

Chris Robusto , Vice President of Land (Title) (**Name** of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	301 McCullough Drive, Suite 109 (Applicant's Street or Box Number)
Dream Finders Homes (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC, 28262 (Applicant's City, State, Zip Code)
704-574-0316 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Kate Underwood (Name) kate@daylighteng.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	Chris.Robusto@dreamfindershomes.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Kate Underwood , PhD, PE (Typed name of North Carolina Professional Engineer)	Daylight Engineering (Company Name)
033470 (NCPE Registration Number)	P.O Box 1804 (Street or Box Number)
(980) 234-7500 (Phone Number)	Concord, NC, 28026-1804 (City, State, Zip Code)
Kate Underwood, PhD, PE (Name and affiliation of contact person, who can answer questions about **application & designs**)	kate@daylighteng.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☑	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

◉ No

○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 20,550 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Single Family	75 gal/ bedroom * 4 bedrooms	12	GPD 3,600
Single Family	75 gal/ bedroom * 3 bedrooms	12	GPD 2,700
Townhomes	75 gal/ bedroom * 2 bedrooms	95	GPD 14,250
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 20,550

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ JAIRO Roberto (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/22/24

DAYLIGHT ENGINEERING

57 Union Street South
Concord, NC 28025
980.234.7500
daylighteng.com

Dear Mr. Mayor, City Council and Staff,

Dream Finders Homes (formally H+H Homes) is requesting sewer allocation for Sunview, an integrated housing development of single family residential homes and townhomes. This development is tucked in behind the long-established neighborhood of Collingswood Dr off of Central, in the heart of Concord. In support of this request, please note the following considerations:

1. The developer is committed to Concord, and has ***owned the property since January 2021*** (Saphire Straight LLC).
2. Preliminary Plat approval for a 140 unit townhome development was issued February 4th, 2022, as the sewer restrictions were coming into place.
3. Sewer allocation has been ***requested at every opportunity***, including:

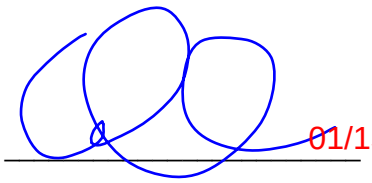
Project Design	City Council Meeting	City Council Results
140 Apartment Townhomes	July 2022	Not Allocated
72 Single Family Residential	September 2022	Not Allocated
72 Single Family Residential	December 2022	Not Allocated
72 Single Family Residential	February 2023	Not Allocated
Horizontal Mixed Use (24 Single Family Residential and 95 Townhomes)	December 2023	Not Allocated
Horizontal Mixed Use (24 Single Family Residential and 95 Townhomes)	March 2023	To Be Determined

4. The site is located ***less than 2.5 miles from City Hall***, nearby to downtown.
5. There is existing sewer running through the development, and water available at the connection points with city streets.
6. Proposed site amenities include a nature trail that traverses the site. Of the 53 acres on-site, ***approximately 33 acres are proposed to remain natural/undeveloped.***
7. This site is designated as ***Urban Neighborhood*** in the Future Land Use Plan. This site meets the intent of the Future Land Use Plan, section 5.2 bullet 4, which specifies that "***infill is most desirable within identified Mixed-Use Activity Centers, Village Centers, and Urban Neighborhoods***"
8. This proposal also meets the ***Future Land Use Plan Objective 1.6 which guides us to "provide a diverse mix and range of housing options"*** through the guidance of providing mixed-density housing through integrated housing types. This project meets the policy and guidance of the Future Land Use Plan through the proposed mixed single family and single family attached horizontal mixed-use approach.

57 Union Street South
Concord, NC 28025
980.234.7500
daylighteng.com

While Dream Finders Homes appreciates the challenges that restricted sewer availability has caused for Cabarrus County and the City of Concord, we would like to respectfully request your consideration and approval of this project in the heart of Concord.

Respectfully,



01/15/2024

Kate Underwood, PhD, PE
Engineer & Partner, Daylight Engineering
M 980.234.7500 | **E** kate@daylighteng.com
57 Union Street South | Concord, NC 28025

TAX PARCEL NUMBER: 5611-73-4751, 5611-74-0201

PARCEL SIZE: 53.526 ACRES
EXISTING ZONING: RC
PROPOSED ZONING: RC
PROPOSED USES: HORIZONTAL MIXED USE SINGLE FAMILY AND TOWNHOMES

EXISTING LOTS: 2
PROPOSED LOTS: 24 SINGLE FAMILY AND 95 TOWNHOMES
(119 TOTAL UNITS)

ZONING REQUIREMENTS:
MAXIMUM DENSITY: 15 DWELLING UNITS/ACRE
PROPOSED DENISTY: 119/53.526 = 2.22 DWELLING UNITS/ACRE
MINIMUM LOT AREA: N/A
MINIMUM LOT WIDTH: N/A
MINIMUM LOT DEPTH: N/A

MINIMUM SETBACKS REQUIRED AND PROVIDED:
FRONT SETBACK (FRONT-LOADED LOTS): 24'
FRONT SETBACK (ALLEY-LOADED LOTS): 20'
SIDE SETBACK: 7'
REAR SETBACK: 5'
CORNER SETBACK: 20'

NOTE: FRONT SETBACK CAN BE REDUCE TO 20' IF GARAGE IS RECESSED 4' FROM FACE OF BUILDING ON FRONT-LOADED LOTS.
NOTE: INTERNAL SIDE SETBACKS NOT REQUIRED FOR SINGLE FAMILY ATTACHED DEVELOPMENTS

FLOOD ZONE AE (FROM FEMA)
PANEL: 3710561100K

0 50.0001 100.0002 Feet

ZONED RM-2
ZONED RC
ZONED RV
Collingswood Drive 30' Public R/W
Collingswood Dri 40' Public R/W
Sun View Drive NW 60' Public R/W
Valley Glen Ct. NW 50' Public R/W
Potter Street NW 40' Public R/W
Lowe Avenue NW 30' Public R/W
Sherwood Ct. NW 40' Public R/W
(LOWE 50' ROW)
PROPOSED 5' SIDEWALK
5' PUBLIC UTILITY EASEMENT
8' STREET YARD
8' TYPE A BUFFER YARD
2'-6" STANDARD CURB & GUTTER (TYP.)
EXISTING PROPERTY LINE
PRIVATE ALLEY B 20'
PRIVATE ALLEY C 20'
PRIVATE ALLEY A 20'
CLEAR SKY LANE 60' ROW
LOGAN LANE 60' ROW
LOGAN LANE 54' ROW
LOGAN LANE 50' ROW
LOWE AVE EXTENSION 60' ROW
SUN VIEW DRIVE NW
70'X10' SIGHT TRIANGLE
25'X25' SIGHT TRAINGLE
1'-6" STANDARD CURB & GUTTER (TYP.)
60' Proposed Access Easement
Intermittent Stream "C"
Wetlands "A"
Aprrox. 100 Year Flood Line Per FEMA
STUB-OUT FOR FUTURE CONNECTION
NATURAL SURFACE NATURE TRAIL
20' VEGETATED SETBACK
CLASS 2 UNDISTURBED STREAM BUFFER
ZONING: RC

LOT 1 0.143 ACRES 6245 SQ. FT.
LOT 2 0.173 ACRES 7543 SQ. FT.
LOT 3 0.245 ACRES 10671 SQ. FT.
LOT 4 0.255 ACRES 11105 SQ. FT.
LOT 5 0.173 ACRES 7538 SQ. FT.
LOT 6 0.149 ACRES 6480 SQ. FT.
LOT 7 0.204 ACRES 8873 SQ. FT.
LOT 8 0.163 ACRES 7113 SQ. FT.
LOT 9 0.149 ACRES 6480 SQ. FT.
LOT 10 0.149 ACRES 6480 SQ. FT.
LOT 11 0.149 ACRES 6480 SQ. FT.
LOT 12 0.149 ACRES 6480 SQ. FT.
LOT 13 0.149 ACRES 6480 SQ. FT.
LOT 14 0.274 ACRES 11946 SQ. FT.
LOT 15 0.212 ACRES 9225 SQ. FT.
LOT 16 0.152 ACRES 6606 SQ. FT.
LOT 17 0.156 ACRES 6801 SQ. FT.
LOT 18 0.140 ACRES 6119 SQ. FT.
LOT 19 0.143 ACRES 6216 SQ. FT.
LOT 20 0.145 ACRES 6315 SQ. FT.
LOT 21 0.149 ACRES 6461 SQ. FT.
LOT 22 0.152 ACRES 6606 SQ. FT.
LOT 23 0.209 ACRES 9099 SQ. FT.
LOT 24 0.222 ACRES 9653 SQ. FT.
0.144 ACRES PASSIVE COMMON OPEN SPACE
0.017 ACRES PASSIVE COMMON OPEN SPACE
0.011 ACRES PASSIVE COMMON OPEN SPACE
0.011 ACRES PASSIVE COMMON OPEN SPACE
0.144 ACRES PASSIVE COMMON OPEN SPACE

NOTE:
LIGHTING TO BE PROVIDED @ INTERSECTION OF SUNVIEW DR. NW & LOGAN LANE

REVISION	DATE	DESCRIPTION

SUNVIEW SUBDIVISION

SITE LAYOUT

838 SUNVIEW DR. NW, CONCORD, NC 28027
DREAM FINDERS HOMES - 301 MCCULLOUGH DRIVE STE. 109, CHARLOTTE, NC 28262
PROJECT NO. 23005
PROJECT MANAGER: NICK BUYSSE, PE

DAYLIGHT ENGINEERING
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234-7500 · WWW.DAYLIGHTENG.COM
NCBELS LICENSE: P-2772

ENGINEERS SEAL

PRELIMINARY NOT FOR CONSTRUCTION
09/27/2023

C200

The **Amber**

2 Bedrooms
2.5 Bathrooms
1,698 - 1,709 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 5/1/2020. Homes built prior to that date may have slight variations.

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H&H HOMES

The **Sunstone**

2 Bedrooms
2.5 Bathrooms
1,511-1840 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 04/01/2020 Homes built prior to that date may have slight variations. Floor plans are the copyrighted property of H&H Homes. ©2020 H&H Homes.

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The **Amber**

2 Bedrooms
2.5 Bathrooms
1,698 - 1,709 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 5/1/2020. Homes built prior to that date may have slight variations.

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THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

ELEVATION D

REV. 4/8/20

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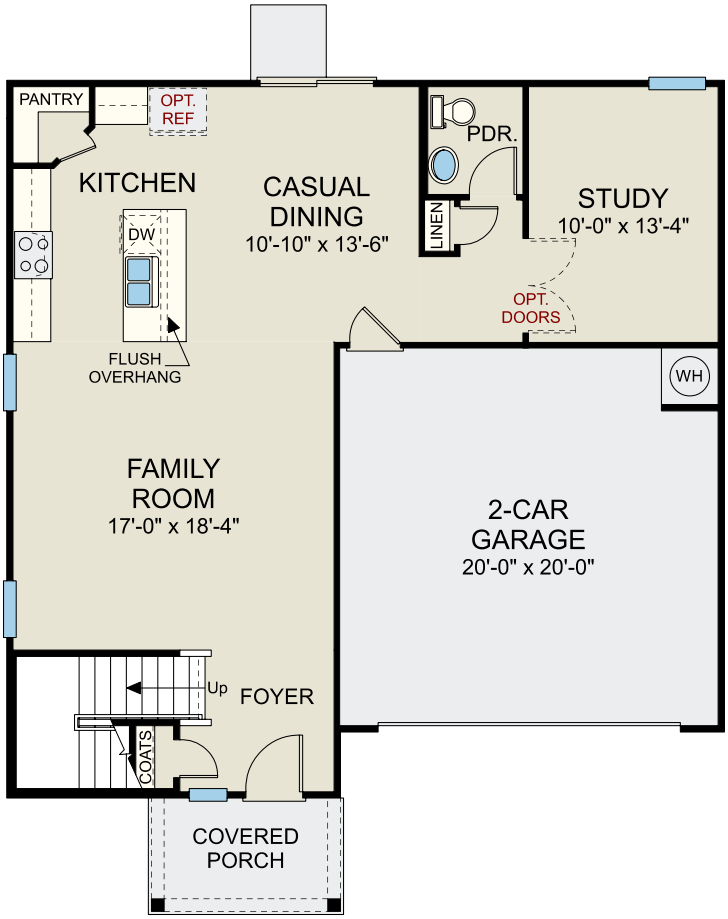
THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



First Floor

REV. 4/8/20

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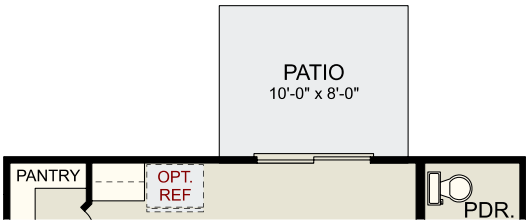
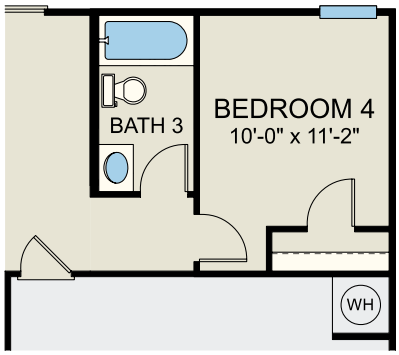
THE WAYFARE

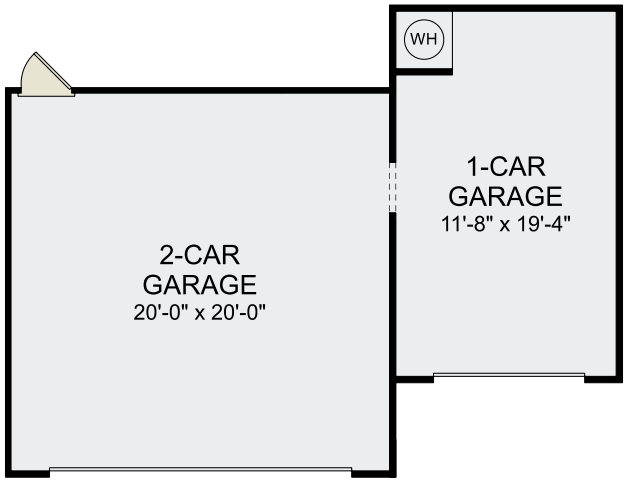
3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



Optional Patio



Optional Bedroom 4 & Bath 3
ILO Study & Powder



Optional
1-Car Garage

First Floor Options

REV. 4/8/20

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THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA

Second Floor

REV. 4/8/20

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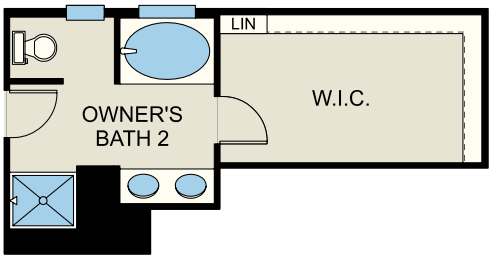
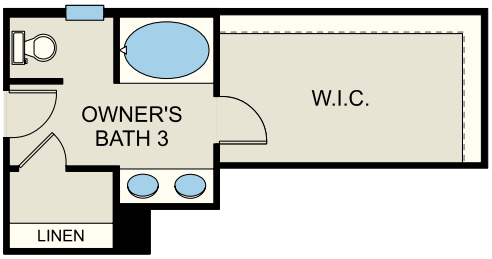
THE WAYFARE

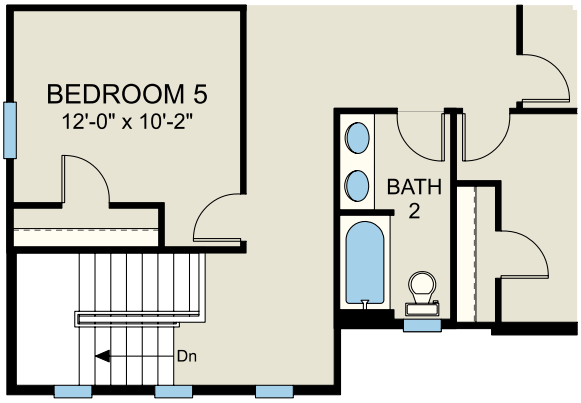
3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



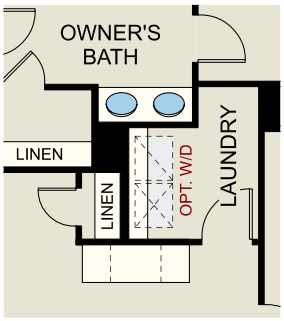
Optional
Owner's Bath 2



Optional
Owner's Bath 3



Optional Bedroom 5 ILO Loft
*Adds Second Vanity to Bath 2



Optional
Tech Center

Second Floor Options

REV. 4/8/20

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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

ELEVATION C

REV. 11/16/18

DREAMFINDERSHOMES.COM
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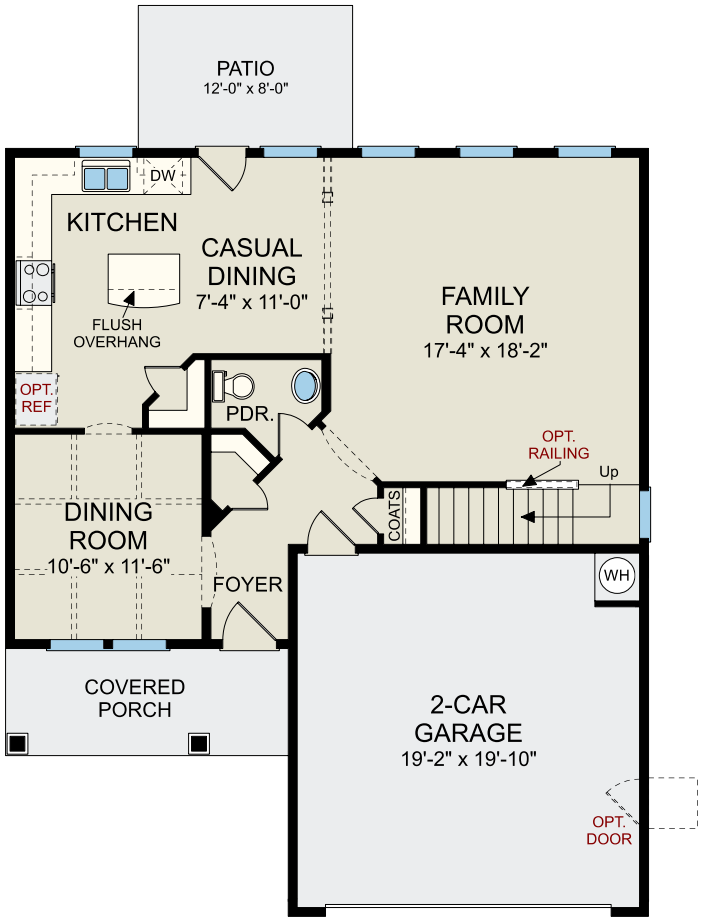
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



First Floor

REV. 11/16/18

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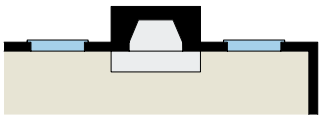
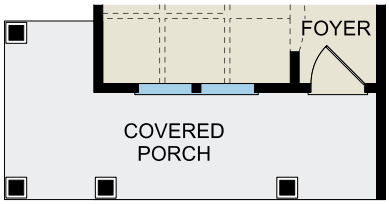
THE CARDINAL

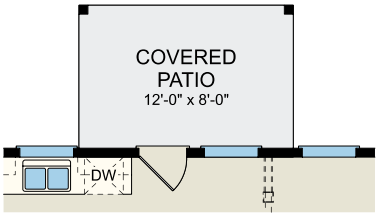
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



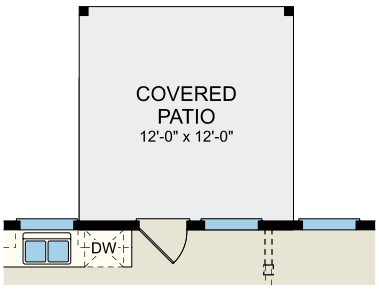
Optional Fireplace at Family Room



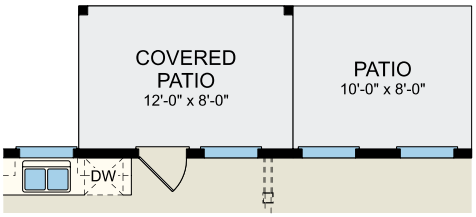
Optional Wrap-Around Porch



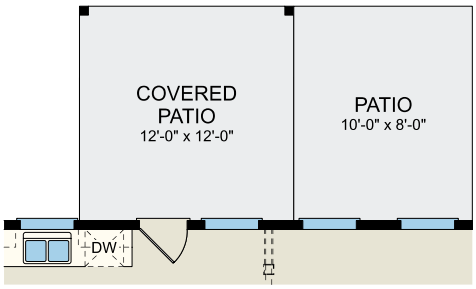
Optional Covered Patio



Optional Extended Covered Patio



Optional Patio w/ Covered Patio



Optional Extended Patio w/ Extended Covered Patio

First Floor Options

REV. 11/16/18

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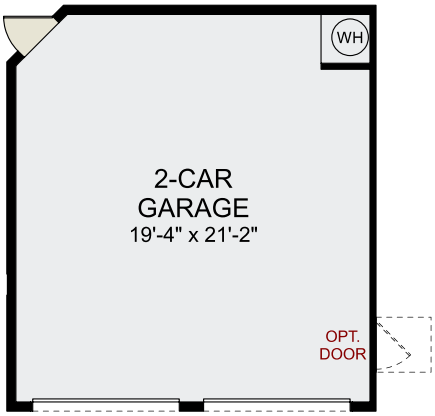
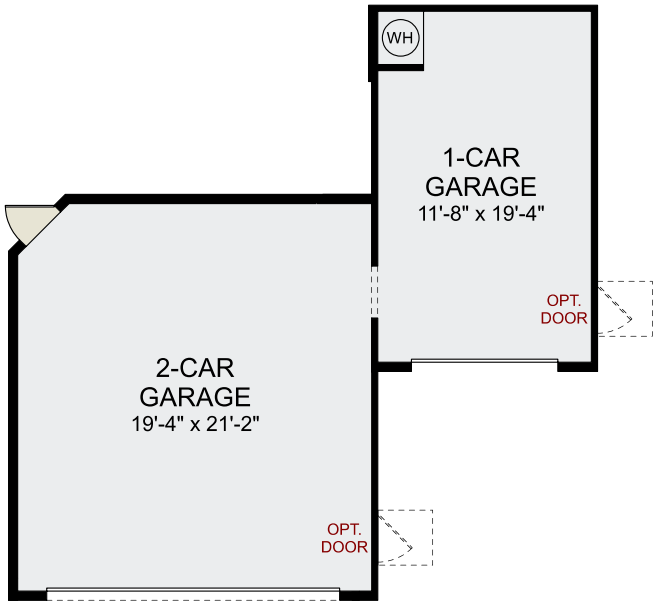
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

Optional
Side Load Garage



Optional
Double Garage Door



Optional
1-Car Garage

First Floor Options (cont.)

REV. 11/16/18

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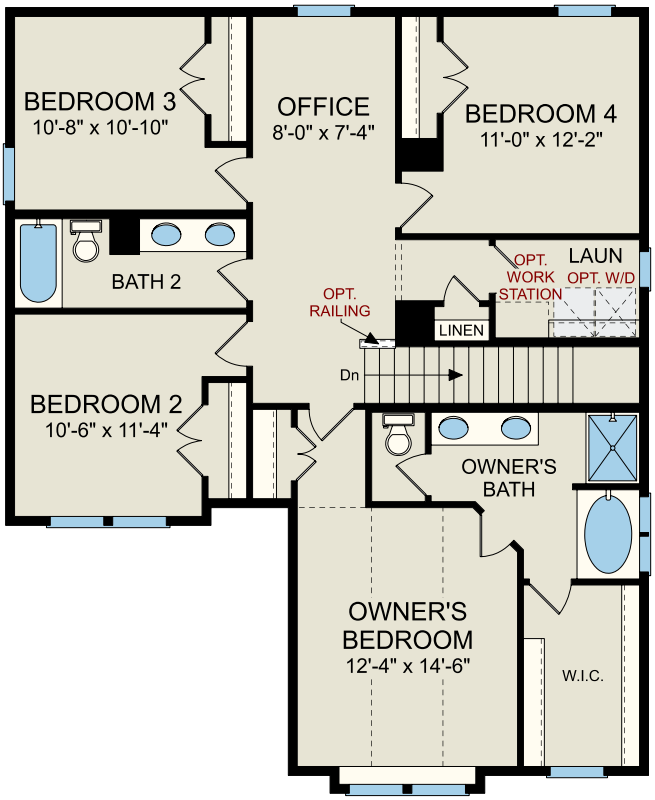
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Second Floor

REV. 11/16/18

DREAMFINDERSHOMES.COM
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THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

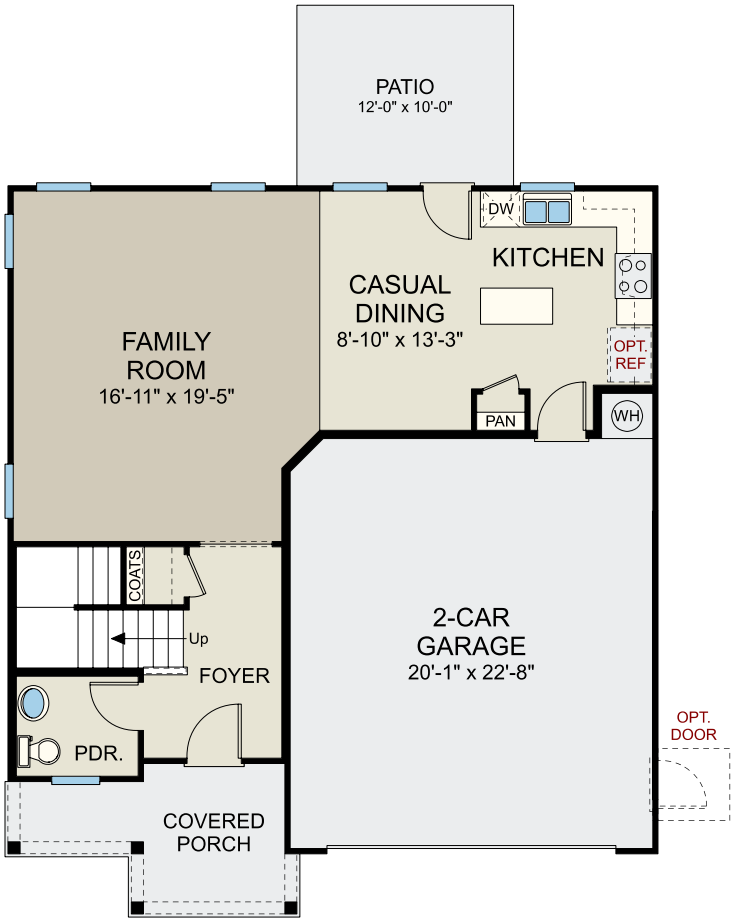
ELEVATION C

REV. 4/1/20

Site maps, floor plans and elevations are artist's rendering only and are subject to change without notice. Dimensions, plans and specifications are not to scale. Contact your new home sales associate for more details. Dream Finders Homes CBC1252734

THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA



First Floor

REV. 4/1/20

DREAMFINDERSHOMES.COM
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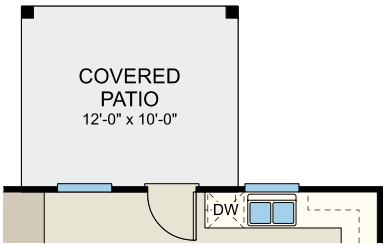
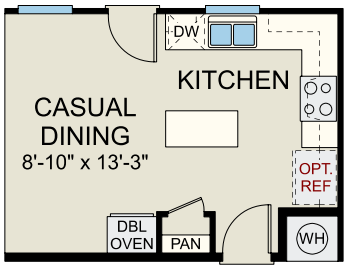
THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA

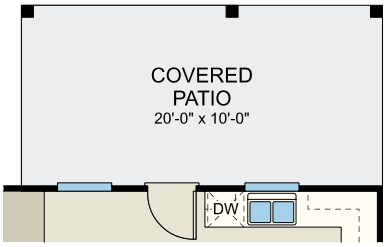
Optional Fireplace at Family Room



Optional Covered Patio

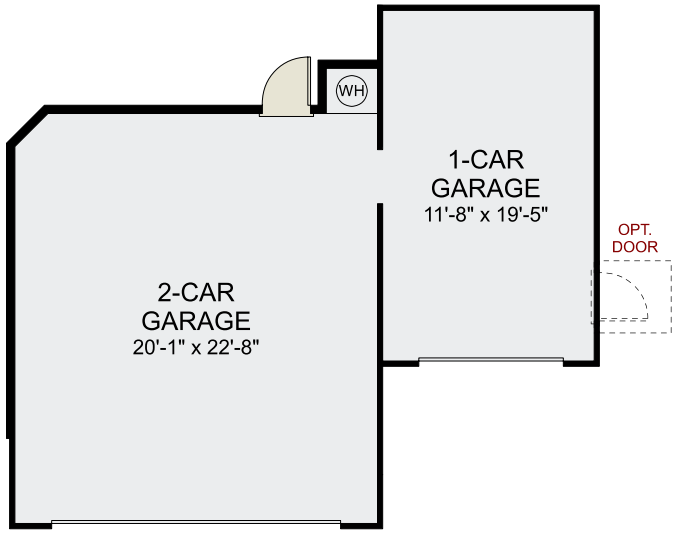


Optional Gourmet Kitchen



Optional Extended Covered Patio

Optional Side Load Garage



Optional 1-Car Garage

First Floor Options

REV. 4/1/20

DREAMFINDERSHOMES.COM
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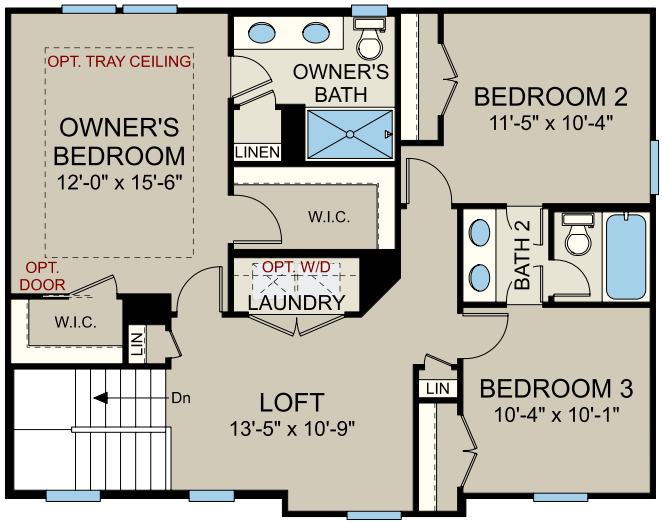
THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA



Second Floor

REV. 4/1/20

DREAMFINDERSHOMES.COM
Site maps, floor plans and elevations are artist's rendering only and are subject to change without notice. Dimensions, plans and specifications are not to scale. Contact your new home sales associate for more details. Dream Finders Homes CBC1252734

Residential: Single Family Detached

Royscroft (CN-PSA-2024-00108/PRS2020-02472)

7000 Flowes Store Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
8/29/2019	Yes	50	Yes (PRS2020-02472)	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

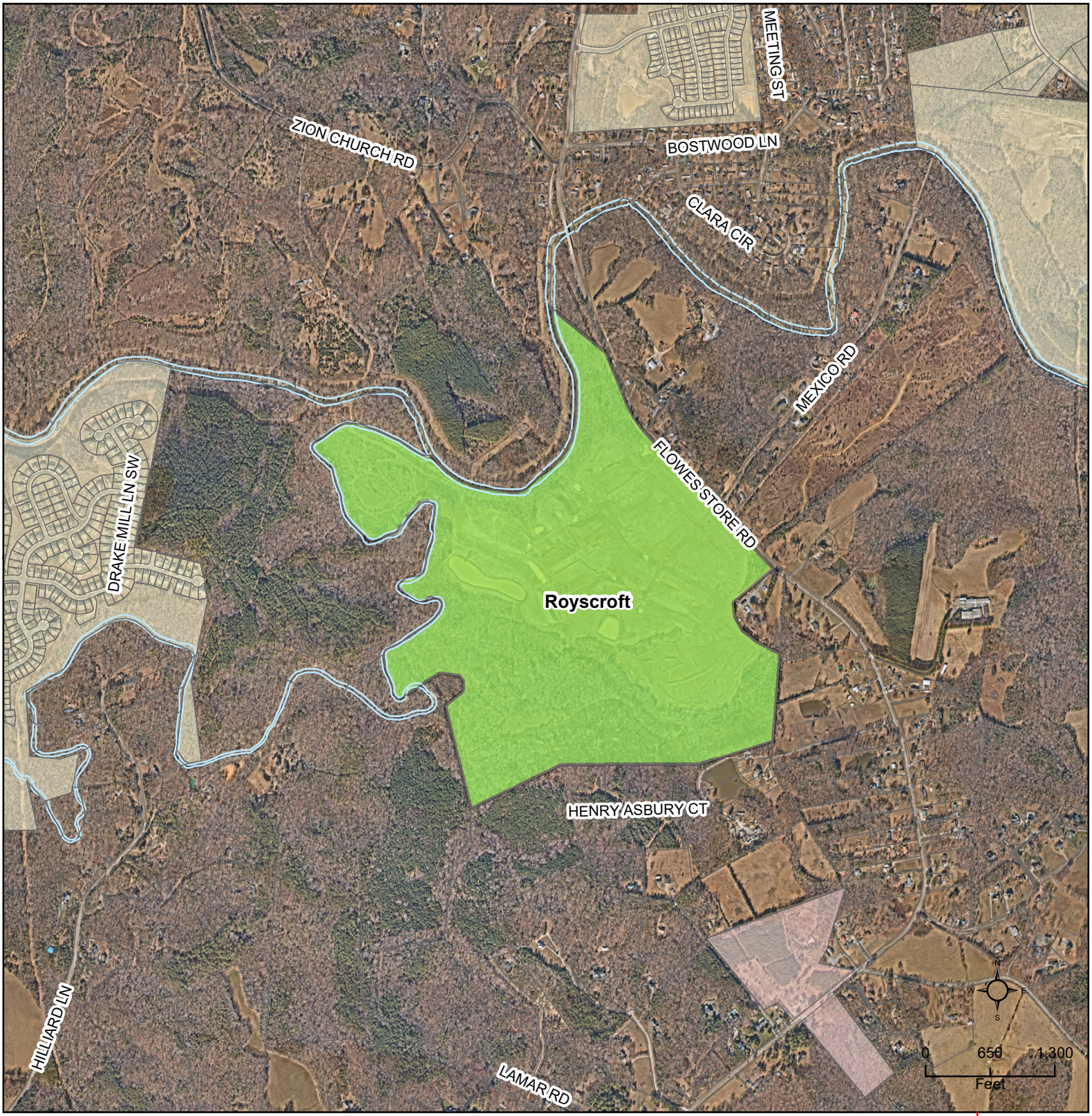
Allocation Request

Total	2024
15,000	15,000

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

This case is for 50 units: a reduction from the 368 units requested at the July 2022 allocation and from the 371 requested at the March 2022 allocation meeting. The preliminary plat was approved on 9/20/20. Zoning case Z(CD)07-16 was approved on June 21, 2016. This rezoning to Planned Residential Development required a mixture of unit types: 55', 75', and 90' wide lots. The applicant has provided a phasing plan for the project, which would result in 50 lots in the first phase, with the assumption that they would come back and ask for their project in phases. The developer is proposing phase 1 to be the more affordable lots focused on affordable buyers. The developer has continued submitting revisions to their plans since the March 2024 allocation and has gone from 24 to 2 open issues.



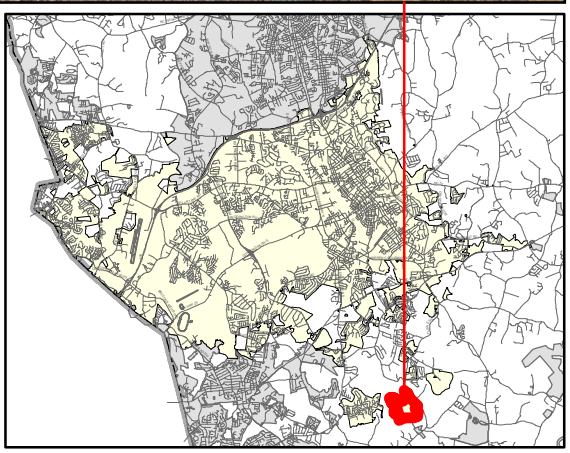
CN-PSA-2024-00108 - Royscroft

Type: Residential SF Detached

50 single family units

Allocation Request: 15,000

Developments
Parcels
Rivers
Concord
Cabarrus County
Other Municipalities



Concord
NORTH CAROLINA

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Royscroft Subdivision				
2.)	**Description of project location:**	1000 feet Southwest of the intersection of Flowes Store Road (SR1132) and Mexico Road (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)				
3.)	**Cabarrus County Parcel Identification Number:**	55374395335537423527	3a.)	**Parcel Acreage:**	262.42	
4.)	**Site Zoning and use:**	PRD - Residential Subdivision	5.)	**Area Commercial or Industrial Building (sq. ft.)**	0	
6a.)	**Description of Facility to be served.**	Single Family Homes	6b.) **Number of Lots**	50	6c.) **Number of Units**	
7d.)	**Additional description information:**	Phase 1 - 50 Single Family dwellings				

B. Applicant Information

Robert Bennett, Senior VP Land and Business Dev (Title) (**Name of legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	820 Forest Point Circle; Suite 100 (Applicant's Street or Box Number)
Stanley Martin Homes (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28273 (Applicant's City, State, Zip Code)
980 880 4587 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Robert Bennett (Name) bennettrm@stanleymartin.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	bennettrm@stanleymartin.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Tracey McCormick (Typed name of North Carolina Professional Engineer)	McKim & Creed (Company Name)
041683 (NCPE Registration Number)	8020 Tower Point Drive (Street or Box Number)
704-841-2588 (Phone Number)	Charlotte, NC 28227 (City, State, Zip Code)
Tracey McCormick (Name and affiliation of contact person, who can answer questions about **application & designs**)	tmccormick@mckimcreed.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✔	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:

(●) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 15,000 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Single Family Residential	300 gal/ day	50	GPD 15,000
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 15,000

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Robert Bennett (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: Date: 07/20/2024

COMMITTMENT STATEMENT

July 20, 2024

ROYSCROFT

Stanley Martin Homes, LLC (“Owner”) as the owner of the property located at 7000 and 7001 Flowes Store Road, Concord, NC, identified as Tax Parcel ID Numbers 5537 43-9533 and 5537-42-3527, being referred to herein as the "Property", the aforesaid parcels comprising a total of 262 acres. The development of the Property will be in substantial conformance with the following conditions ("Proffer").

I. Home site offering- Affordable Homes and Executive Series Homes

The development of the Property will include three different lot sizes serving multiple buyer segments: first time price sensitive buyer (**work force/affordable buyer)**, 1st move up buyer and a 2nd or 3rd move up/luxury home **(executive series**) buyer. This site will also have an amenity package serving all buyers. The amenity package will include a pool, cabana and playground, as well as walking trails.

II. Affordable Offering

In addition, the pricing for price sensitive buyers, in Royscroft, as a gesture of good faith and a commitment to giving back to the community, Stanley Martin is proud to offer a "Homes for Heroes Discount Program." This program entails an additional $10k in options or a retail home price discount for any current or retired firefighters, EMS personnel, law enforcement officers, military personnel, healthcare professionals, and/or schoolteachers. This special program is an extra benefit, supplementing any published incentives available to the public within this community.

III. Commitments- Economic Development:

The owner, Stanley Martin Homes is dedicating a **fire station** site as previously noted in the documents for site approval. We are also committed to the grading of the fire station site. The owner is also responsible for extending a water line down Flowe Store Rd to the intersection of Hwy 601. Both commitments are economic improvements for the City of Concord’s benefit. Additionally, we have allocated a portion of the site for a new **library site** for the City of Concord.

IV. Development phasing

The owner, Stanley Martin Homes will be developing the site in several phases. Each phase will be 50 lots. Our first phases of the project will be developed to target work force housing.

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

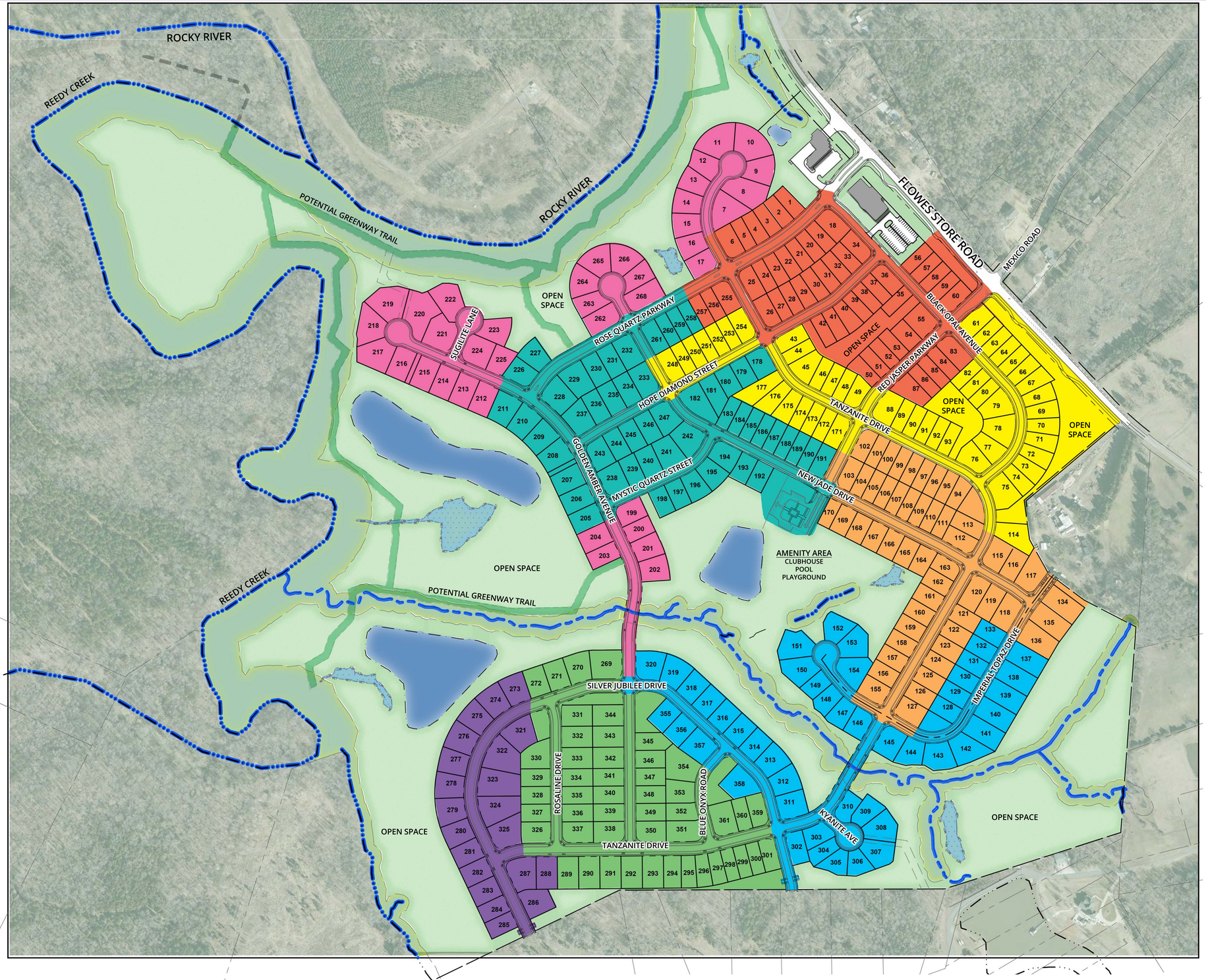
DATE: JANUARY 2024
DRAFT: NOT FOR CONSTRUCTION

ROYSCROFT

CONCORD, NORTH CAROLINA
07798-0001

NORTH

SCALE: 1” = 100’
100’ 0’ 50’ 100’ 200’ 400’



- PHASE 1 = 50 LOTS
- PHASE 2 = 50 LOTS
- PHASE 3 = 54 LOTS
- PHASE 4 = 38 LOTS
- PHASE 5 = 52 LOTS
- PHASE 6 = 47 LOTS
- PHASE 7 = 49 LOTS
- PHASE 8 = 21 LOTS

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

DATE: MAY 2024
DRAFT: NOT FOR CONSTRUCTION

ROYSCROFT

PHASING PLAN

CONCORD, NORTH CAROLINA
07798-0001

NORTH

SCALE: 1" = 100'
100' 0' 50' 100' 200' 400'

Residential: Single Family Detached

Grand Canyon Residential Village Development (CN-PSA-2024-00113)

5100 Grand Canyon Rd. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	5	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	Yes

Allocation Request

Total	2024
1,125	1,125

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant is looking to demolish the current house on the parcel and construct 5 new single-family homes.

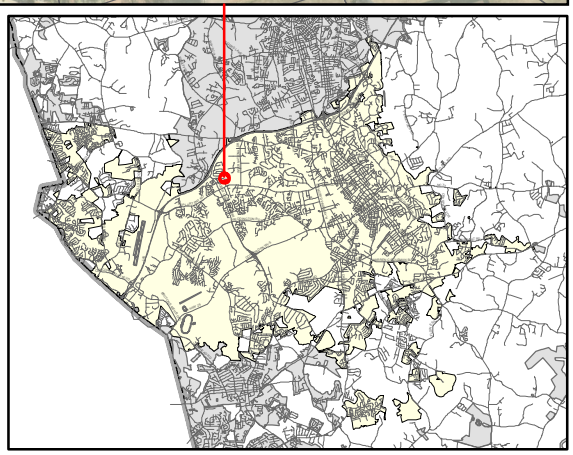
CN-PSA-2024-00113 - Grand Canyon

Type: Residential SF Detached

5 single family units

Allocation Request: 1,125

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	GRAND CANYON - RESIDENTIAL VILLAGE DEVELOPMENT					
2.)	**Description of project location:**	5100 GRAND CANYON ROAD NW CONCORD 28027 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	56014141720000	3a.)	**Parcel Acreage:**	2.17 ACRES		
4.)	**Site Zoning and use:**	RV, RESIDENTIAL VILLAGE	5.)	**Area Commercial or Industrial Building (sq. ft.)**	NA		
6a.)	**Description of Facility to be served.**	RESIDENTIAL VILLAGE	**6b.) Number of Lots**	5	**6c.) Number of Units**	5	
7d.)	**Additional description information:**	WE PLAN TO DEVELOP 5 LOTS FOR SINGLE FAMILY HOMES BY DEMOLISHING THE EXISTING HOME ON THE PROPERTY					

B. Applicant Information

JAYALAKSHMI GOUDER, REDDY SURESH BABU GOUDER, RAVINDRANATH AND FNU MAHADEV,GEETA PARAGANVE (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	5100 GRAND CANYON ROAD NW (Applicant's Street or Box Number)
NA (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	CONCORD NC 28027 (Applicant's City, State, Zip Code)
214-734-6734 (Applicant's Phone Number)	NA (Applicant's Facsimile Number)
REDDY SURESH BABU GOUDER (LEGAL OWNER) (Name) contact.deckarc@gmail.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	goudarinternational@gmail.com, amextoagri@gmail.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

(Typed name of North Carolina Professional Engineer)	(Company Name)
(NCPE Registration Number)	(Street or Box Number)
(Phone Number)	(City, State, Zip Code)
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

X	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

(X) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 1125 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
3bhk single family detached homes	225 gal/ day	5	GPD 1125
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1125

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _REDDY SURESH BABU GOUDER_, **the undersigned, do hereby make application for preliminary wastewater**

(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Reddy Suresh B Goudar Ravindranath 07/30/2024

Signature: Date:

Sewer Flow Allocation Request for Residential Development Project at 5100 Grand Canyon Road NW, Concord

Reddy Suresh Babu Gouder
5100 Grand Canyon Road NW
Concord, NC 28027
22nd July 2024

Subject: *Sewer Flow Allocation Request for Residential Development Project at 5100 Grand Canyon Road NW, Concord*

I am writing to formally request a sewer flow allocation for a proposed residential development project at 5100 Grand Canyon Road NW, Concord, NC 28027. The parcel number associated with this property is 56014141720000, zoned as RV (Residential Village). Our plan involves the development of 5 lots for single-family homes.

Currently, the property accommodates a single-family home connected to the City of Concord sewer system. Our proposed plan involves demolishing the existing home to make way for a residential village of 5 lots, each featuring 3-bedroom units. The budget for each single-family home is estimated at $340,000.

We are committed to complying with all regulations and addressing any concerns you may have. Attached to this letter, please find the completed application form for the proposed development project, as well as proof of ownership for the property. Should you require any further information or documentation, please reach me at contact.deckarc@gmail.com.

Thank you for your attention to this matter. We eagerly anticipate your prompt response and cooperation in facilitating the sewer flow allocation for our project.

Sincerely,

Reddy Suresh Babu Goudar

Reddy Suresh Babu Gouder
Legal Owner

Residential: Single Family Attached (Townhomes)

Weddington Road Townhome Family Phase (CN-PSA-2024-00081)

4530 Weddington Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
08/10/2023	Yes	166	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	Yes	No	No	Yes	No	No

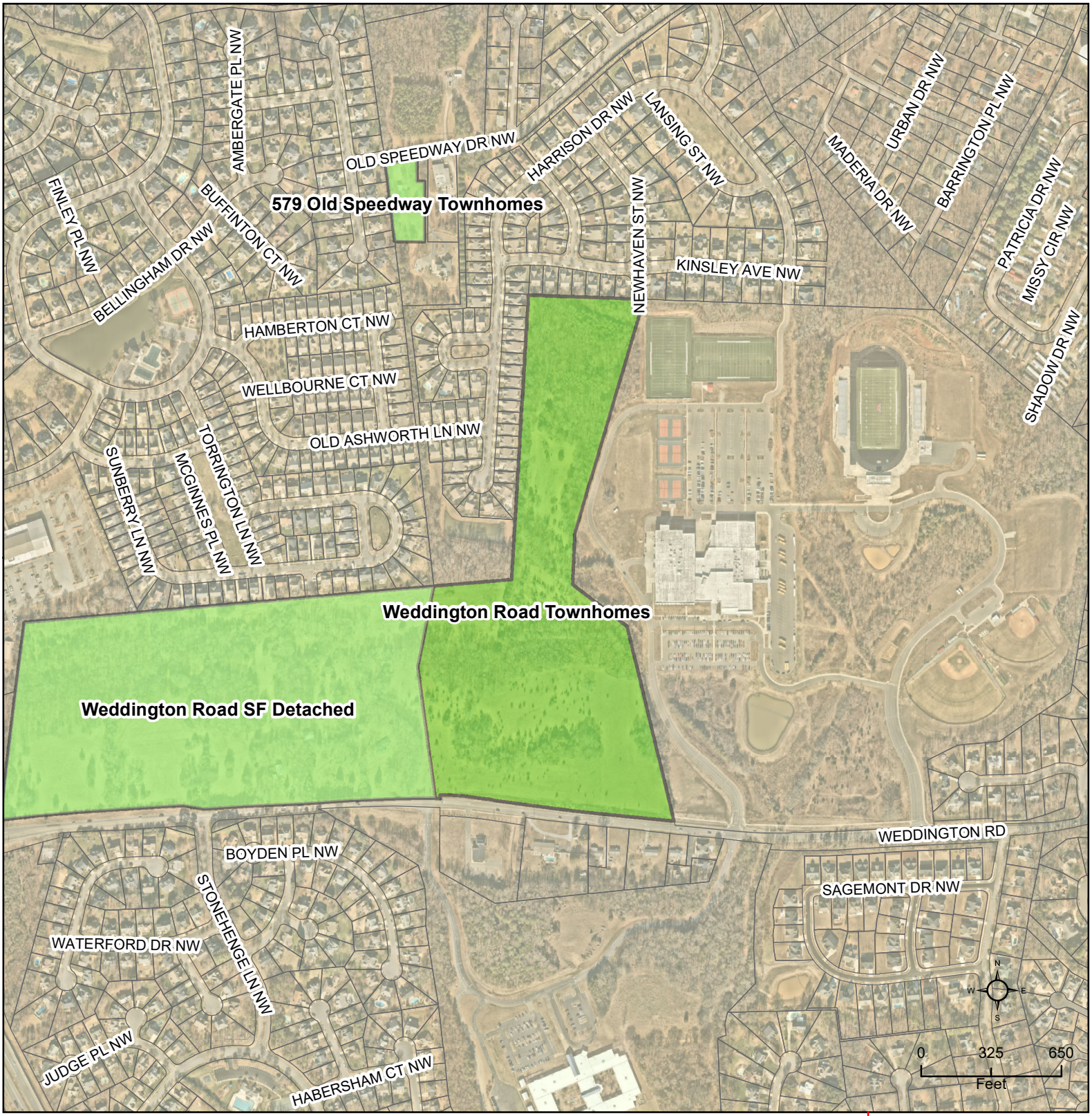
Allocation Request

Total	2024	2025	2026	2027
37,350	11,250	11,250	11,250	3,600

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
2	0	1	0	0	1	0

Brief Summary

The applicant is proposing 166 front loaded townhome units near West Cabarrus High School. The property is zoned Residential Village (RV). The property is within the boundaries of the Weddington Road Corridor Plan.

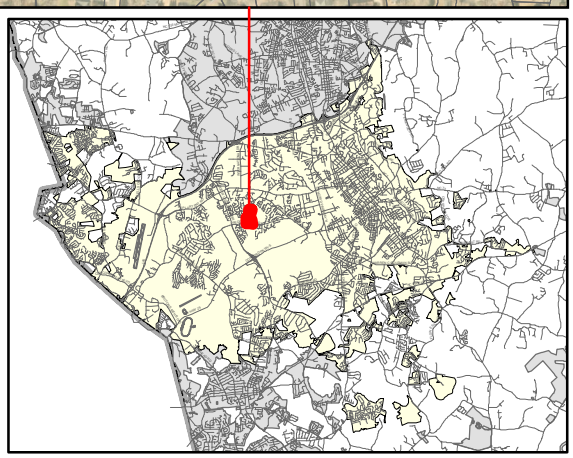


CN-PSA-2024-00081 - Weddington Road Townhomes

Type: Residential SF Attached

166 townhome units

Allocation Request: 37,350



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Weddington Road Site, Townhome Development					
2.)	Description of project location:	Directly West of West Cabbarus High School, Near Weddington Rd and George Lyles Pkwy Intersection (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	Cabarrus County Parcel Identification Number:	56007478020000	3a.)	Parcel Acreage:	75.83 (~34.53 for Townhome)		
4.)	Site Zoning and use:	RV	5.)	Area Commercial or Industrial Building (sq. ft.)	N/A		
6a.)	Description of Facility to be served.	Residential Neighborhood	6b.) Number of Lots	166	6c.) Number of Units	166	
7d.)	Additional description information:	Mixed Residential Neighborhood, only townhomes being considered with this application form.					

B. Applicant Information

Brian Johnson , Vice President (Title) (Name of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2025 Ayrsley Town Boulevard, Ste 1104 (Applicant's Street or Box Number)
Mattamy Carolina Corporation (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28273 (Applicant's City, State, Zip Code)
704.507.7547 (Applicant's Phone Number)	N/A (Applicant's Facsimile Number)
Brian Johnson (Name) BA.johnson@mattamycorp.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	BA.Johnson@mattamycorp.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Matthew R. Reiking (Typed name of North Carolina Professional Engineer)	ESP Associates, Inc. (Company Name)
038830 (NCPE Registration Number)	P.O. Box 7030 (Street or Box Number)
803.802.2440 (Phone Number)	Charlotte, NC 28241 (City, State, Zip Code)
Matt Reiking (Name and affiliation of contact person, who can answer questions about **application & designs**)	mreiking@espassociates.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✔	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**
____

4.) **Volume of wastewater flow to be allocated for this particular project:** 37,350 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Townhomes (Assumed 3 Br)	75gal/day/bedroom x 3 = 225 gal/ day	166	GPD 37,350
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 37,350

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Brian Johnson (Printed Name) **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 5-29-24

May 28, 2024

City of Concord
Engineering Department
P.O. Box 308
Concord, NC 28026-0308

RE: Weddington Road Site Townhome Development Phase
Concord, NC
Preliminary Wastewater Flow Narrative

To Whom It May Concern;

A proposed residential development, currently referred to as the Weddington Road Site is being proposed by Mattamy Homes as generally shown in the "Weddington Road Site Preliminary Concept Plan" last dated March 7, 2023, prepared by ESP Associates, Inc. The project encompasses approximately 75.8 acres within Tax Parcel ID#56007478020000, of which approximately 34.53 acres will be developed as outlined below. The proposed development is located directly South and West of the West Cabarrus High School along Weddington Road near the intersection of Weddington Road and George Lyles Parkway and consists of approximately:

- +/-166 Total Units:
  - 166 Townhome Front-Loaded Units, assumed to be an average of 3 bedrooms per unit.
- Utilization of Existing RV Zoning.
- One (1) tie in of proposed streets to existing public roadways and one (1) tie in to future single family development phase.
- Tie-in to existing City of Concord public water and sewer infrastructure.
- Water quality areas to manage and control stormwater runoff from the proposed development.
- Grading to minimize impacts to protected streams/wetlands, as feasible.
- Incorporation of at least 15% of the total site areas as shared public spaces and open areas for use by the residents.
- Incorporation of tree save equal to or greater than 50% total required common open space.
- No industrial development.

This proposed development is estimated to produce 37,350 gal/day of wastewater flow, assuming 75gal/day/bedroom as outlined in NCDEQ Section 18 Session Law 2-23-137. Wastewater is currently anticipated to be managed by tying into and utilizing the existing City's sanitary sewer system surrounding the site.

ESP Associates, Inc.
P.O. Box 7030 • Charlotte, NC 28241
1.800.960.7317 • NC: 704.583.4949, fax 704.583.4950 • SC: 803.802.2440, fax 803.802.2515
www.espassociates.com

If you have any questions or require any additional information, please do not hesitate to contact me by phone at 704-654-5336 or via email at mreiking@espassociates.com.

Sincerely,
ESP Associates, Inc.

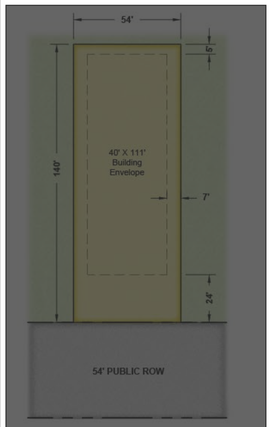
Matthew R. Reiking, PE
Civil Engineering Department Manager

cc: Brian Johnson – Vice President Mattamy Carolinas Corp.

ESP Associates, Inc.
P.O. Box 7030 • Charlotte, NC 28241
1.800.960.7317 • NC: 704.583.4949, fax 704.583.4950 • SC: 803.802.2440, fax 803.802.2515
www.espassociates.com

TYPICAL LOT DETAILS

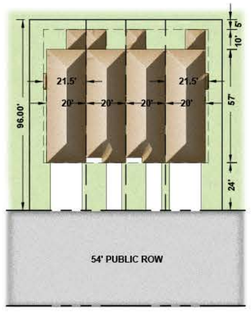
NOT TO SCALE



Classic Front Load Product

Setbacks

Front:	24'
Side:	7'
Rear:	5'



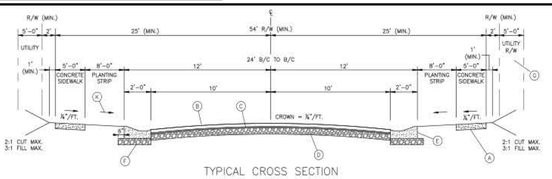
Vienna /Aurora Townhomes

Vienna: Side Entry Unit w/ 2 Car Garage

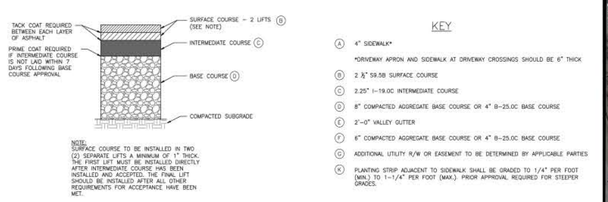
Aurora: Front Entry Unit w/ 1 Car Garage

Setbacks

Front:	24'
Side:	7'
Rear:	5'
Building Separation:	20'



TYPICAL CROSS SECTION



TYPICAL PAVEMENT SECTION

KEY

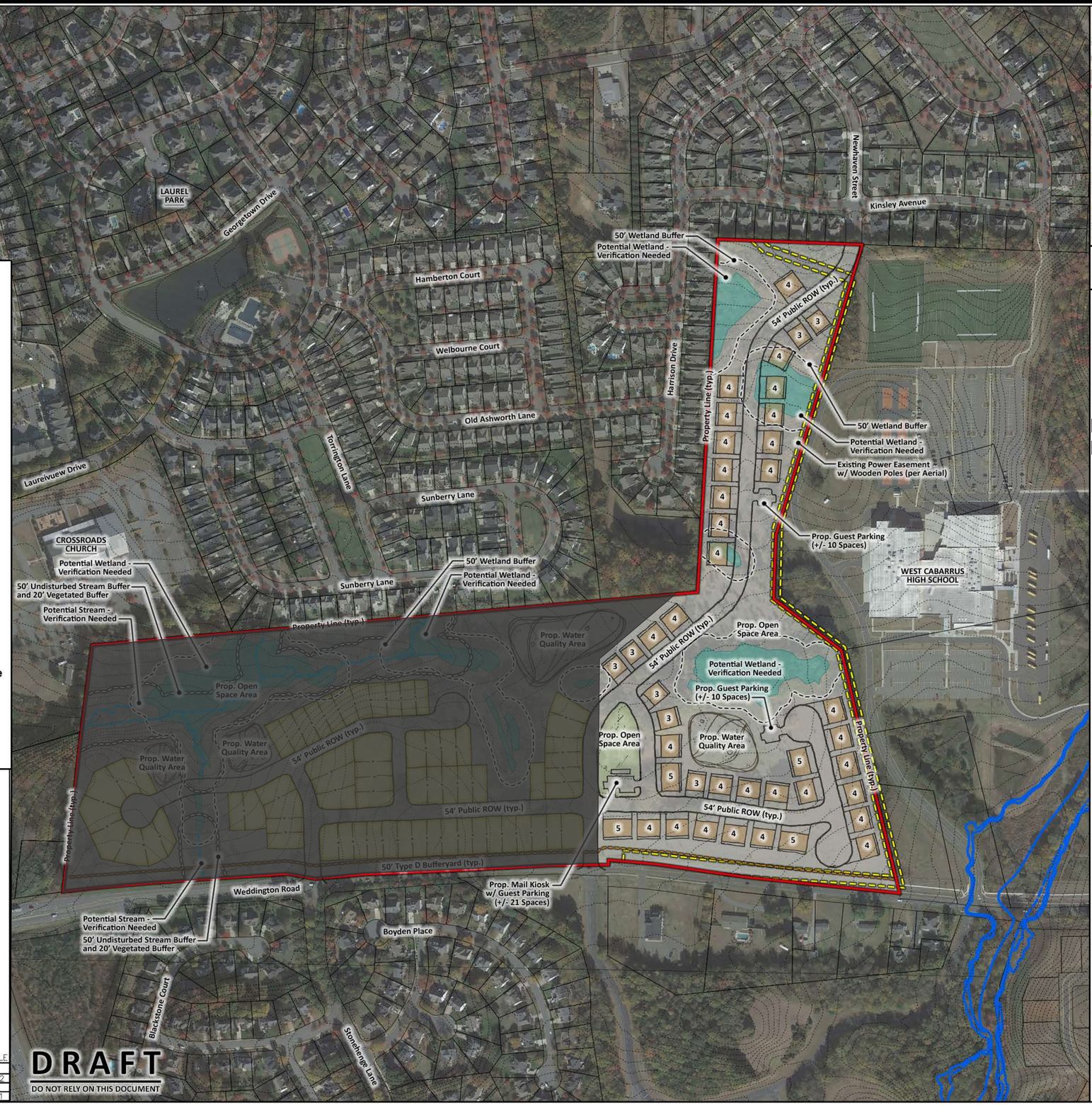
- (A) 4" SIDEWALK*
  *DRIVEWAY APRON AND SIDEWALK AT DRIVEWAY CROSSINGS SHOULD BE 6" THICK
- (B) 2 ½" S9.5B SURFACE COURSE
- (C) 2.25" I-19.0C INTERMEDIATE COURSE
- (D) 8" COMPACTED AGGREGATE BASE COURSE OR 4" B-25.0C BASE COURSE
- (E) 2'-0" VALLEY GUTTER
- (F) 6" COMPACTED AGGREGATE BASE COURSE OR 4" B-25.0C BASE COURSE
- (G) ADDITIONAL UTILITY R/W OR EASEMENT TO BE DETERMINED BY APPLICABLE PARTIES
- (K) PLANTING STRIP ADJACENT TO SIDEWALK SHALL BE GRADED TO 1/4" PER FOOT (MIN.) TO 1-1/4" PER FOOT (MAX.). PRIOR APPROVAL REQUIRED FOR STEEPER GRADES.

NOT TO SCALE

Concord — Live Connected. High Performance Living

LOCAL RESIDENTIAL STREET

3-2022
STR-101
SHEET 1 OF 1



DRAFT

DO NOT RELY ON THIS DOCUMENT

Vicinity Map

Not To Scale

Site Data:

Tax Parcels:	56007478020000
Total Acreage:	+/- 75.83 Acres (per GIS) +/- 34.53 Acres for Townhomes
Location:	City of Concord, North Carolina
Zoning:	
Existing:	RV
Total Potential Lots:	+/- 231 Units
Vienna/ Aurora THs:	+/- 166 Units (20' X 67')
Classic Product:	+/- 65 Units (54' x 140')
Potential Density:	+/- 3.05 DU/AC
Open Space:	
Required:	+/- 11.37 Acres (15%) Min.
Proposed:	+/- 11.37 Acres (15%)
Tree Save:	
Required:	+/- 5.69 Acres Min.*
Proposed:	+/- 5.69 Acres
*Note: Tree save is 50% of required open space (+/- 11.37 Acres)	
Connectivity:	
Required:	1.4 (Links/Nodes)
Proposed:	1.33 (16 Links/12 Nodes)
Road Length:	
54' Public ROW:	+/- 7,900 LF
Parking:	
Required:	+/- 41 Parking Spaces Min*
Proposed:	+/- 41 Parking Spaces

***Note: One parking space required per every 2 townhome units with driveway less than 20 feet in width.**

General Notes

1. Base information provided by Cabarrus County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information

Floodplain information obtained from FEMA FIRM Panel 3710561100K effective date of study 11/16/2018.

Stream/Wetland Information

Stream/Wetland information is based on preliminary information provided to ESP by Cabarrus County GIS data. For purposes of preparation of this Preliminary Concept Plan, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Preliminary Concept Plan will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy- unit loss may occur.

Access Points/Driveways/Streets

1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the City of Concord Development Ordinance and applicable standards identified by NCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space /Tree Save

Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas, utility features, and buffers, (as applicable) for this project are better defined.

Potential Stormwater Quality Areas

Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater areas.

Public Information

ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
803.802.2440
www.espassociates.com

NORTH

Weddington Road Site

Preliminary Concept Plan D

ESP Job #23-00015 February 23, 2024

GRAPHIC SCALE

200 0 100 200 400

1 INCH = 200 FT.

mattamyHOMES

2127 Ayrsley Town Boulevard, Suite 201
Charlotte, NC 28273

Residential: Single Family Attached (Townhomes)

Branchview Townhomes (CN-PSA-2024-00083/CN-RZC-2023-00023)

805 Branchview Dr. SE.

DRC	Entitled	Units	PRS Routed	Technically Approved
8/24/2023	No	80	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/20/23	Considered 3/26/24	Considered 6/26/24
No	No	No	Yes	No	No	No	No

Allocation Request

Total	2024	2025
18,000	11,250	6,750

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

The applicant is requesting sewer allocation for 80 townhomes located at 805 Branchview Dr. SE. This project is currently going through the conditional rezoning process to rezone from Residential Medium Density (RM-1) to Residential Village Conditional District (RV-CD). The applicant is proposing a mixture of front load and rear load townhomes. The project is scheduled to go before Planning and Zoning Commission on September 17th.

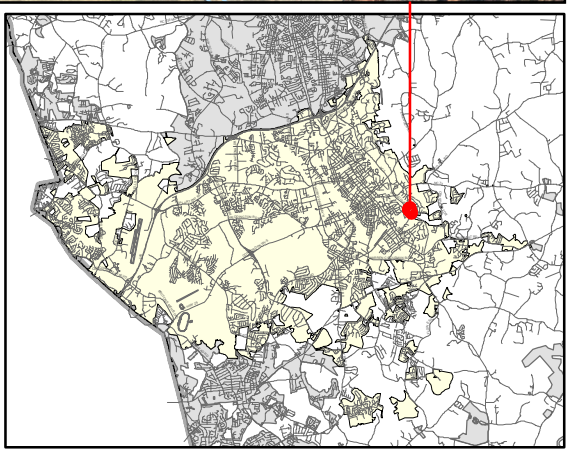
CN-PSA-2024-00083 - Branchview Townhomes

Type: Residential SF Attached

38 townhome units

Allocation Request: 18,000

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Branchview Townhomes					
2.)	**Description of project location:**	Located on HW-3 (Branchview Dr. SE.) Approx. 3700 LF S of the intersection of NC-73 (Corban Ave SE) and HW-3 (Branchview Dr SE) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	56305536900000	3a.)	**Parcel Acreage:**	13.03 ac		
4.)	**Site Zoning and use:**	RV-CD Residential	5.)	**Area Commercial or Industrial Building (sq. ft.)**			
6a.)	**Description of Facility to be served.**	Multi-Family Attached Townhomes	6b.)	**Number of Lots**	17	6c.) **Number of Units**	80
7d.)	**Additional description information:**						

B. Applicant Information

Chris Boone , President (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2907 Providence Road, Suite 250 (Applicant's Street or Box Number)
Capital Land Partners, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28211 (Applicant's City, State, Zip Code)
(704)-516-4138 (Applicant's Phone Number)	N/A (Applicant's Facsimile Number)
Chris Boone (Name) chrisb@capitallandpartners.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	chrisb@capitallandpartners.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Hy V. Nguyen, PE (Typed name of North Carolina Professional Engineer)	DPR Design (Company Name)
NC PE 030523 (NCPE Registration Number)	919 Berryhill Road (Street or Box Number)
(704)-332-1204 (Phone Number)	Charlotte, NC 28208 (City, State, Zip Code)
Ben Lawrence (Name and affiliation of contact person, who can answer questions about **application & designs**)	hnguyen@dpr.design , blawrence@dpr.design (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✔	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 18,000 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
	75 gal/ day	80 - 3 Bedroom Units	GPD 18,000
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I J. Christopher Boone (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: Date: 6/19/2024

Branchview Townhomes

June 19, 2024

Site Development Data:

--Acreage: ± 13.03 acres

--Tax Parcel #: 5630-55-3690-0000 & 5630-45-9844-0000 (CN-SKP-2023-00044)

--Existing Zoning: RM-1

--Proposed Zoning: RV-CD

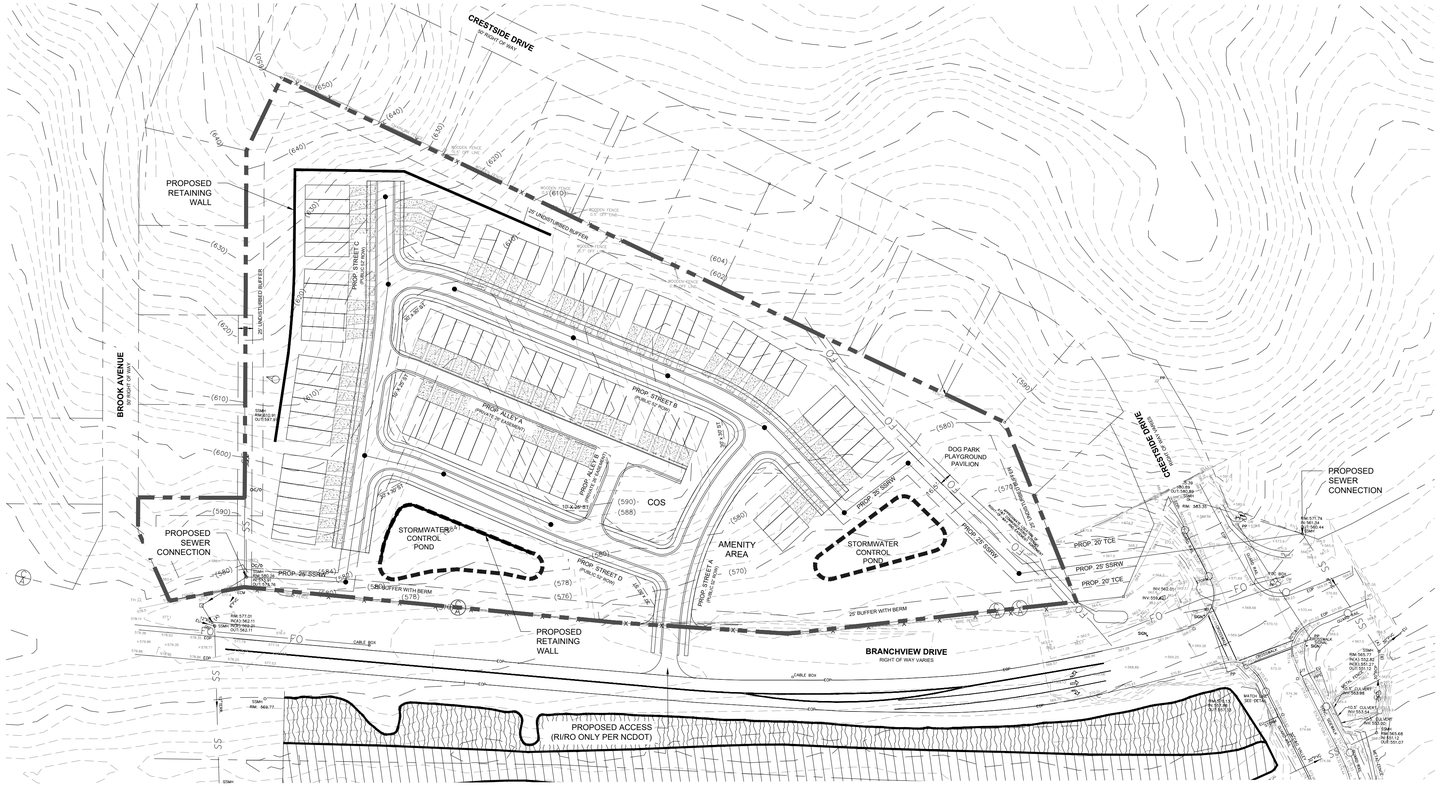
--Existing Uses: Residential/Vacant

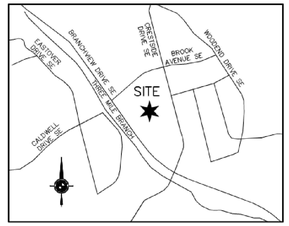
--Proposed Uses: 80 townhome units

General:

The properties are within the City of Concord's corporate limits and is currently zoned as Residential Medium Density (RM-1) and the 2030 Land Use Plan designates them as suburban neighborhood. The developer is proposing to rezone the properties to Residential Village Conditional District (RV-CD) to achieve a density of 6.5 dwelling units/acre.

The Branchview Townhome community has proposed 80 units. The site is located on Branchview Drive SE (Highway 3) in Concord, NC approximately 3,700 feet south of the intersection of Corban Avenue SE (Highway 73) and Branchview Drive SE. The community features two (2) sand filter storm water ponds. The proposed amenities including a pocket park, dog park with pavilion and playground.





VICINITY MAP
NOT TO SCALE

SITE DEVELOPMENT DATA:

SITE :

TOTAL SITE AREA :	± 13.03 AC.
TAX PARCEL #:	56305536900000
EXISTING ZONING:	RM-1
PROPOSED ZONING:	RV-CD
PROPOSED USE:	NOT TO EXCEED 85 ATTACHED DWELLING UNITS
PROPOSED DENSITY:	85 DU / 13.03 AC. = 6.5 DU PER AC. (MAXIMUM)
PARKING RATIO:	2 PER UNIT

SETBACKS:

TOWNHOMES:

FRONT LOADED:

FRONT YARD:	24' FROM R/W
SIDE YARD:	6' MIN.
CORNER LOT:	6' (REQUESTED DEVIATION)
REAR YARD:	15'

REAR LOADED:

FRONT YARD:	10' (REQUESTED DEVIATION)
SIDE YARD:	6' MIN.
CORNER LOT:	6' (REQUESTED DEVIATION)
REAR YARD:	20'

REQUESTED DEVIATIONS TO STANDARDS:

THE FOLLOWING MODIFICATIONS TO MINIMUM STANDARDS ARE REQUIRED FOR THE SUCCESSFUL DEVELOPMENT OF THIS PROPERTY. OTHER MODIFICATIONS MAY BE REQUESTED DURING THE FINAL DESIGN OF THE PROJECT:

A. THE MINIMUM SIDE YARD FOR EXTERIOR TOWNHOME UNITS SHALL BE 6' WITH MINIMUM 12' BUILDING SEPARATION.

B. THE MINIMUM DRIVEWAY SEPARATION FOR REAR LOAD TOWNHOMES SHALL BE 4' IN ALLEYS. FOR FRONT LOADED TOWNHOMES THE MINIMUM DRIVEWAY SEPARATION SHALL BE 10' WITHIN THE PUBLIC STREET R/W, AND MINIMUM DRIVEWAY WIDTH SHALL BE 12'.

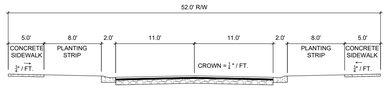
C. MAXIMUM IMPERVIOUS AREA FOR THE PROJECT SHALL BE 60%.

D. 6' CORNER LOT SIDE YARD FOR TOWNHOMES

E. FRONT SETBACK ON REAR LOAD TOWNHOMES SHALL BE 10' FROM ROW

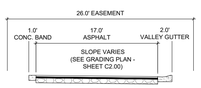
NOTES:

A. ALLEYWAYS NEED TO BE CONSTRUCTED TO LOAD BEARING STANDARDS TO SUPPORT SOLID WASTE VEHICLES, AS WELL AS A DAMAGE WAIVER PROVIDED.
B. PROJECT PHASING MAY BE REQUIRED DUE TO LIMITATIONS OF AVAILABLE SEWER CAPACITY ALLOCATION. FLOW ACCEPTANCE IS NOT GUARANTEED UNTIL PROJECT PERMITTING.
C. 25% OF THE STORMWATER GENERATED FROM THE SITE SHALL BE MANAGED WITH LID MEASURES AS INDICATED IN SECTION 9.11 IN THE DEVELOPMENT ORDINANCE. POTENTIAL ELEMENTS COULD BE BIO-RETENTION BASINS, SAND FILTERS, FILTER STRIPS OR PERVIOUS PAVING. THESE ELEMENTS WOULD BE INCLUDED IN LOW AREAS OF THE SITE TO ALLOW FOR NATURAL DRAINAGE TO THE LID MEASURE.
D. MAXIMUM IMPERVIOUS AREA IN RESIDENTIAL SHALL BE 60% TO ACCOMODATE THE ADDITIONAL IMPERVIOUS AREA NEEDED TO DEVELOP REAR LOAD PRODUCT.
E. REQUIRED SITE DISTANCE SHALL BE MAINTAINED AT ALL INTERSECTIONS, INCLUDING ALLEYS



1 **TYPICAL 52' R/W CROSS SECTION**

SCALE: 1" = 10'



2 **TYPICAL ALLEY CROSS SECTION**

SCALE: 1" = 10'

TOWNHOME EXTERIOR MATERIALS:
BRICK/STONE
CEMENTITIOUS EXTERIOR ("HARDIE") BOARD SIDING

SCALE: 1" = 100'
0 50' 100' 200'

dpr design
master planning . civil engineering
urban design . landscape architecture
919 berryhill rd. ste 101 . charlotte, nc 28208
704.332.1204 . www.dpr.design
NC Firm License # C-0560

CLIENT / OWNER

CAPITAL LAND PARTNERS, LLC
2907 PROVIDENCE ROAD, SUITE 250
CHARLOTTE, NC 28211
704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT

BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
CONCORD, NC 28025

PROJECT NUMBER
23001

DATE
08/18/2023

ISSUED FOR
REZONING

REVISIONS

NO.	DATE	DESCRIPTION	BY

PROJ. MANAGER: HN
DRAWN BY: RT
CHECKED BY: HN

SEAL

SCALE
AS INDICATED

DRAWING
SCHEMATIC SITE PLAN

RZ-1

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ORIGINAL SHEET SIZE: 24" X 36"

Plotted: C:\DPR Dropbox_Projects\Active\2023\23001 Branchview TH-Capital Land-Concord\Dwg\Sheets\Rezoning\23001-Rezoning.dwg / 8/18/2023 12:07 PM

DEVELOPMENT STANDARDS:

1. GENERAL PROVISIONS:

a) SITE LOCATION. THESE DEVELOPMENT STANDARDS, THE SCHEMATIC SITE PLAN, AND RELATED GRAPHICS FORM THE REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY CAPITAL LAND PARTNERS, LLC (THE "PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY ON THE APPROXIMATELY 13.44 ACRE SITE LOCATED OFF OF BRANCHVIEW DRIVE (THE "SITE").

b) ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CONCORD DEVELOPMENT ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE RV-CD ZONING CLASSIFICATION SHALL GOVERN.

c) GRAPHICS AND ALTERATIONS. THE SCHEMATIC DEPICTIONS OF LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, BUFFERS, STORM WATER FACILITIES, TRAILS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDES FOR SIGNIFICANT FLEXIBILITY IN ALLOWING ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING AMENDMENTS TO THE REZONING PETITION, AND THESE INSTANCES GENERALLY INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.

d) ANY TECHNICAL ISSUES NOT ADDRESSED WITH THE REZONING SITE PLAN SHALL BE SUBJECT TO THE CONSTRUCTION DOCUMENT APPROVAL AND COMPLIANCE WITH THE CITY'S SUBDIVISION AND LAND DEVELOPMENT STANDARDS.

2. PERMITTED USES & DEVELOPMENT AREA:

a) THE DEVELOPMENT AREA MAY BE DEVELOPED WITH UP TO 99 RESIDENTIAL TOWNHOME UNITS, AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS, TOGETHER WITH ACCESSORY USES, AS PERMITTED IN THE RV-CD ZONING DISTRICT, INCLUDING, WITHOUT LIMITATION, RECREATION, OPEN SPACE AND RELATED USES (E.G. IMPROVED PASSIVE AND ACTIVE OPEN SPACES, /GATHERING SHELTERS, GAZEBOS, DOG PARKS, MAINTENANCE BUILDINGS, OUTDOOR RECREATIONAL USES, AND/OR OTHER USES TYPICALLY ASSOCIATED WITH RESIDENTIAL COMMUNITIES).

b) TOTAL NUMBER OF LOTS IS APPROXIMATE. FINAL COUNTS FOR EACH SIZE MAY VARY BUT THE TOTAL LOT YIELD SHALL NOT EXCEED 99 LOTS.

3. ACCESS AND TRANSPORTATION:

a) ACCESS. ACCESS TO THE SITE WILL BE FROM BRANCHVIEW DRIVE, AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF CONCORD AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.

b) IMPROVEMENTS AND PHASING. THE PETITIONER SHALL INSTALL PHASED TRANSPORTATION IMPROVEMENTS PER THE APPROVED TRAFFIC IMPACT ANALYSIS (TIA) SUBJECT TO THE FOLLOWING:

i. **PHASING.** THE IMPROVEMENTS SET FORTH IN THE TIA SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF FORTIETH (40TH) CERTIFICATE OF OCCUPANCY ASSOCIATED WITH THE RESIDENTIAL UNITS.

ii. **SUBSTANTIAL COMPLETION.** REFERENCE TO "SUBSTANTIAL COMPLETION" FOR CERTAIN IMPROVEMENTS AS SET FORTH IN THE PROVISIONS OF THE APPROVED TIA SHALL MEAN COMPLETION OF THE ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE APPROVED TIA PROVIDED, HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE CITY OF CONCORD) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE CITY OF CONCORD WILL INSTRUCT APPLICABLE AUTHORITIES AND/OR DEPARTMENTS TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

iii. **RIGHT-OF-WAY AVAILABILITY.** IT IS UNDERSTOOD THAT SOME OF THE PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN THE APPROVED TIA MAY NOT BE POSSIBLE WITHOUT THE ACQUISITION OF ADDITIONAL RIGHT OF WAY. IF AFTER THE EXERCISE OF DILIGENT GOOD FAITH EFFORTS OVER A MINIMUM OF A 60-DAY PERIOD, THE PETITIONER IS UNABLE TO ACQUIRE ANY LAND NECESSARY TO PROVIDE FOR ANY SUCH ADDITIONAL RIGHT OF WAY UPON COMMERCIALLY REASONABLE TERMS AND AT MARKET PRICES, THEN THE CITY OF CONCORD, NCDOT OR OTHER APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY MAY AGREE TO PROCEED WITH ACQUISITION OF ANY SUCH LAND. IN SUCH EVENT, THE PETITIONER SHALL REIMBURSE THE APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY FOR THE COST OF ANY SUCH ACQUISITION INCLUDING COMPENSATION PAID BY THE APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY FOR ANY SUCH LAND AND THE EXPENSES OF SUCH PROCEEDINGS. FURTHERMORE, IN THE EVENT PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN THE APPROVED TIA ARE DELAYED BECAUSE OF DELAYS IN THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY AS CONTEMPLATED HEREIN AND SUCH DELAY EXTENDS BEYOND THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE CITY OF CONCORD WILL INSTRUCT APPLICABLE AUTHORITIES AND/OR DEPARTMENTS TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS; PROVIDED, HOWEVER, PETITIONER CONTINUES TO EXERCISE GOOD FAITH EFFORTS TO COMPLETE THE APPLICABLE ROAD-WAY IMPROVEMENTS; IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

iv. **ALTERNATIVE IMPROVEMENTS.** CHANGES TO THE ABOVE-REFERENCED ROADWAY IMPROVEMENTS CAN BE APPROVED THROUGH THE PERMITTING PROCESS UPON THE DETERMINATION AND MUTUAL AGREEMENT OF PETITIONER AND THE CITY OF CONCORD PROVIDED, HOWEVER, THE PROPOSED ALTERNATE TRANSPORTATION IMPROVEMENTS PROVIDE (IN THE AGGREGATE) COMPARABLE TRANSPORTATION NETWORK BENEFITS TO THE IMPROVEMENTS IDENTIFIED IN THIS PETITION IN THE OVERALL AREA OF THE REZONING. IN ADDITION TO THE FOREGOING, IN THE EVENT THE RIGHT OF WAY IS NOT AVAILABLE FOR ANY REASON AFTER THE GOOD FAITH EFFORTS OF THE PETITIONER, THE PETITIONER WILL WORK WITH THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE TO EITHER (I)IDENTIFY ALTERNATIVE IMPROVEMENTS TO IMPLEMENT TRAFFIC MITIGATION IN LIEU OF THE IMPROVEMENTS IMPACTED BY THE LACK OF RIGHT OF WAY; OR (II) CONTRIBUTE TO THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE, AN AMOUNT EQUAL TO THE ESTIMATED COST OF THE ROAD IMPROVEMENTS NOT COMPLETED DUE TO THE LACK OF AVAILABLE RIGHT OF WAY, SUCH FUNDS TO BE USED TO COMPLETE SUCH ALTERNATIVE ROADWAY IMPROVEMENTS IN THE GENERAL AREA OF THE SITE IN A MANNER REASONABLE AGREEABLE TO THE PETITIONER, THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE.

c) STREET NETWORK. THE OVERALL STREET NETWORK IS CONCEPTUAL IN NATURE AND MAY BE ADJUSTED DURING THE PERMITTING PROCESS SO LONG AS THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY, BLOCK LENGTHS AND LINKS ARE ADHERED TO.

4. DESIGN INTENT STATEMENT:

a) THE PETITIONER PROPOSES TO DEVELOP A WALKABLE RESIDENTIAL COMMUNITY WHERE THE RESIDENTS OF THE COMMUNITY WILL HAVE CONVENIENT AND EASY ACCESS TO A SERIES OF PASSIVE AND ACTIVE OPEN SPACES THAT ARE INTERCONNECTED BY A NETWORK OF STREETS, SIDEWALKS, AND TRAILS.

b) RESIDENTIAL VILLAGE. THE REZONING SITE AND EACH DEVELOPMENT AREA AND PARCEL CREATED THEREIN SHALL BE VIEWED AS A RESIDENTIAL VILLAGE DEVELOPMENT PLAN AS TO THE DEVELOPMENT/SITE ELEMENTS AS MAY BE GENERALLY DEPICTED ON THE REZONING PLAN AND SHALL BE VIEWED AS A RESIDENTIAL VILLAGE DEVELOPMENT; AS SUCH, EXCEPT WHERE DESIGN GUIDELINES OR STANDARDS ARE SET FORTH IN THE REZONING PLAN, SIDE AND REAR YARDS, BUFFERS, BUILDING HEIGHT SEPARATION STANDARDS, FAR REQUIREMENTS, AND OTHER SIMILAR ZONING STANDARDS WILL NOT BE REQUIRED INTERNALLY BETWEEN IMPROVEMENTS AND OTHER DEVELOPMENT/SITE ELEMENTS LOCATED WITHIN THE REZONING SITE. FURTHERMORE, THE PETITIONER AND/OR OWNER OF THE APPLICABLE PORTION OF THE REZONING SITE RESERVE THE RIGHT TO SUBDIVIDE PORTIONS OR ALL OF THE REZONING SITE AND CREATE LOTS WITHIN THE INTERIOR OF THE PORTION OF THE REZONING SITE WITHOUT REGARD TO ANY SUCH INTERNAL SEPARATION STANDARDS AND FAR REQUIREMENTS; PROVIDED, HOWEVER, ALL SUCH SEPARATION STANDARDS APPLIED TO THE REZONING SITE ALONG THE EXTERIOR BOUNDARY OF THE REZONING SITE (EXCEPT WHERE ADJACENT TO THE EXCLUDED PARCELS) SHALL BE ADHERED TO. IN ADDITION, ANY FAR REQUIREMENTS, IF APPLICABLE, WILL BE REGULATED BY ANY DEVELOPMENT LIMITATIONS SET FORTH IN THIS REZONING PLAN FOR THE REZONING SITE TAKEN AS A WHOLE AND NOT INDIVIDUAL PORTIONS OR LOTS LOCATED THEREIN.

c) LOT LINES SHALL BE SUBJECT TO THE LATEST CITY OF CONCORD LAND DEVELOPMENT DESIGN GUIDELINES AND ORDINANCE.

d) LOCATION OF ADDITIONAL PARKING SHOWN ON SITE PLAN IS FOR REFERENCE ONLY. ACTUAL LOCATIONS MAY VARY BASED ON ENGINEERING DESIGN.

e) ALL PARKING AREAS NOT INCORPORATED INTO THE LOTS SHALL BE MAINTAINED BY THE HOA AND NOT THE CITY OF CONCORD.

f) THE PROPOSED DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF CONCORD FIRE MARSHALL APPROVAL AND 2018 NC FIRE CODE.

g) THE FOLLOWING MINIMUM STANDARDS ARE REQUIRED FOR THE SUCCESSFUL DEVELOPMENT OF THIS PROPERTY. OTHER MODIFICATIONS MAY BE REQUESTED DURING THE FINAL DESIGN OF THE PROJECT AS PROVIDED IN THE CONCORD DEVELOPMENT ORDINANCE:

i. TRANSITION FROM VERTICAL CURB AT INLETS TO VALLEY CURB MAY BE MADE WITHIN THREE (3) FEET ON EACH SIDE OF THE CURB INLETS.

ii. THE MINIMUM HORIZONTAL CENTERLINE SEPARATION BETWEEN DOMESTIC WATER LINES AND SANITARY SEWER LATERALS SHALL BE FIVE (5) FEET.

iii. THE MINIMUM DRIVEWAY SEPARATION FOR FRONT LOAD TOWNHOMES SHALL BE EIGHT (8) FEET.

iv. THE MINIMUM SIDE YARD FOR EXTERIOR TOWNHOME UNITS SHALL BE SIX (6) FEET WITH A MINIMUM TWELVE (12) FOOT BUILDING SEPARATION. **(SHOULD IT BE 6' AND 12' OR 5' AND 10')**

v. THE MINIMUM DRIVEWAY SEPARATION FOR REAR LOAD TOWNHOMES SHALL BE FOUR (4) FEET.

vi. DRIVEWAYS SHALL BE SEPARATED FROM THE INTERIOR PROPERTY LINES BY A MINIMUM OF ONE (1) FOOT FOR BOTH FRONT AND REAR LOADED TOWNHOMES.

vii. THE MINIMUM FRONT SETBACK AND DRIVEWAY LENGTH SHALL BE TWENTY (20) FEET FOR FRONT LOADED TOWNHOMES AND DETACHED SINGLE FAMILY LOTS.

viii. THE MINIMUM FRONT SETBACK SHALL BE FIVE (5) FEET AND THE MINIMUM DRIVEWAY LENGTH SHALL BE TWENTY (20) FEET FROM THE CENTER LINE OF THE ALLEY

5. STREETSCAPE, LANDSCAPING, AND OPEN SPACE:

a) A THIRTY (30) FOOT PERIMETER BUFFER SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN.

b) SETBACKS AND YARDS AS REQUIRED BY ORDINANCE WILL BE PROVIDED.

c) THE PETITIONER SHALL PROVIDE AN EIGHT (8) FOOT PLANTING STRIP AND SIX (6) FOOT SIDEWALK ALONG THE SITE'S FRONTAGE ON BRANCHVIEW DRIVE, EXTENDING TO CRESTVIEW DRIVE.

d) COMMUNITY GATHERING SPACE SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND IS INTENDED TO PROVIDE POCKETS OF OPEN SPACE THROUGHOUT THE DEVELOPMENT. COMMUNITY GATHERING SPACES MAY INCLUDE BENCHES, PLAY STRUCTURES, TRAILS, SIGNATURE LANDSCAPING, COURTYARDS, LAWNS AND/OR OTHER FEATURES THAT PROVIDE OPPORTUNITIES TO RECREATE OR FOSTER COMMUNITY ENGAGEMENT.

e) STORMWATER AREAS ARE INCLUDED IN OPEN SPACE AND MEET REQUIREMENTS SET FORTH IN ARTICLE 10.5.4.

f) A SIX (6) FOOT PRIVACY FENCE SHALL BE INSTALLED ALONG THE REAR AND SIDE 30' BUFFER BOUNDARIES ABUTTING EXISTING HOMES.

g) ALL CLUSTER MAILBOXES SHALL BE SUBJECT TO THE LATEST USPS CLUSTER MAILBOX GUIDELINES AND CITY OF CONCORD ORDINANCE.

h) THE PETITIONER AGREES TO SUBMIT A LANDSCAPE PLAN AND LIGHTING PLAN WITH THE CONSTRUCTION DOCUMENTS.

i) ALL STREET TREES SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION. THE MAINTENANCE OF STREET TREES IN PLANTING STRIPS BETWEEN CURBS AND SIDEWALKS WHICH ARE WITHIN THE STREET RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE HOMEOWNERS ASSOCIATION.

j) SIGNAGE WITHIN THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE ORDINANCE.

6. ENVIRONMENTAL FEATURES:

a) THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE AND APPLICABLE NCDEQ DESIGN MANUAL.

b) THE LOCATION, SIZE, AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED FROM AND ENGINEERING PERSPECTIVE WITH THIS REZONING. ADJUSTMENTS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.

c) ANY JURISDICTIONAL STREAMS PRESENT ON THE SITE SHALL BE SUBJECT TO REQUIRED STREAM BUFFERS AS SET FOR IN THE ORDINANCE.

d) ANY IMPACTS TO JURISDICTIONAL STREAMS AND/OR WETLANDS ONSITE, SHALL REQUIRE APPROPRIATE PERMIT(S) WITH THE CORPS OF ENGINEERS AND OTHER AUTHORITIES HAVING JURISDICTION OVER SUCH IMPACT. THE APPLICANT SHALL PROVIDE CITY OF CONCORD WITH SUCH PERMIT PRIOR TO CONSTRUCTION DRAWING APPROVAL. **(REFER TO DETERMINATION)**

7. LIGHTING AND ELECTRICAL:

a) ANY MOVEMENT OF EXISTING CITY OF CONCORD ELECTRIC UTILITIES CAN BE AT THE OWNER/DEVELOPER COST.

b) ALL ELECTRICAL INSTALLATIONS MUST COMPLY CITY OF CONCORD TECHNICAL STANDARDS MANUAL.

8. WASTEWATER:

a) PROPOSED SITE IS TO BE SERVED WITH PUBLIC PORTABLE WATER AND GRAVITY SANITARY SEWER. ONSITE PUBLIC PUMP STATION IS AN OPTION. ALL PUBLIC SEWER/WATER AND/OR PUMP STATION SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STANDARDS.

b) IF APPLICABLE, COPIES OF ALL CORRESPONDING SEWER EASEMENT AGREEMENTS AND PLAT MAPS WILL BE SUBMITTED TO THE CITY PLANNING DEPARTMENT FOR REVIEW AND COMMENTS; FINAL VERSIONS OF THESE DOCUMENTS WILL BE RECORDED AT THE REGISTER OF DEEDS AND THEN SENT TO THE WATER RESOURCE DEPARTMENT FOR FILING.

c) IF APPLICABLE, ALL PROPOSED GREASE LINES AND SANITARY SEWER LINES WITHIN THE BUILDING FOOTPRINT AND EXTENDING OUT TO THE GREASE INTERCEPTOR SHALL BE SHOWN WITHIN THE PLUMBING SECTION OF THE ARCHITECTURAL DRAWINGS. IN ADDITION, ALL GREASE INTERCEPTOR DESIGN CALCULATION FOR THE SIZING OF THE INTERCEPTOR SHALL BE SHOWN WITHIN THESE ARCHITECTURAL DRAWINGS, ALONG WITH A CORRESPONDING DETAIL OF THE INTERCEPTOR STRUCTURE ITSELF WITH ACTUAL DIMENSIONS; THIS INCLUDES ANY REFERENCING TO THE LATEST VERSION OF THE PLUMBING CODE. **(NEED TO DISCUSS APPLICABILITY)**

d) PROPOSED GRAVITY SEWER SYSTEM AND POTABLE WATER MAIN SYSTEMS SHALL BE DEDICATED TO THE CITY OF CONCORD OR WSACC **(DPR TO CONFIRM)** FOR OWNERSHIP AND MAINTENANCE.

e) THIS PROJECT CONTRIBUTES SEWAGE TO THE ROCKY RIVER WASTE WATER TREATMENT PLANT

9. WATER

a) THE APPLICANT SHALL LOOP THE WATER MAIN FROM THE TOWNHOME SECTOR TO THE WATER MAIN IN BRANCHVIEW DRIVE. **(DPR TO CONFIRM)**

10. AMENDMENTS TO THE REZONING PLAN:

a) FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

11. BINDING EFFECT OF THE REZONING APPLICATION:

a) IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

12. RECORDATION OF THE REZONING PLAN:

a) THE ZONING PLAN SHALL BE RECORDED WITH CABARRUS COUNTY REGISTER OF DEEDS ONCE APPROVED BY THE CITY.

CHARCTER IMAGERY:

1 DOG PARK:

2. PLAYGROUND:

3. MAIL KIOSK / PAVILLION:

4. COMMUNITY ENTRANCE:

5. BUFFER FENCING:

dpr design
master planning . civil engineering
urban design . landscape architecture
919 berryhill rd. ste 101 . charlotte, nc 28208
704.332.1204 . www.dpr.design
NC Firm License # C-0560

CLIENT / OWNER
CAPITAL LAND PARTNERS, LLC
2907 PROVIDENCE ROAD, SUITE 250
CHARLOTTE, NC 28211
704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT
BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
CONCORD, NC 28025

PROJECT NUMBER
23001

DATE
08/18/2023

ISSUED FOR
REZONING

REVISIONS

NO.	DATE	DESCRIPTION	BY

PROJ. MANAGER: HY
DRAWN BY: RT
CHECKED BY: HY

SEAL

SCALE
AS INDICATED

DRAWING
REZONING NOTES

RZ-2

Plotted: C:\DPR Dropbox_Projects\Active\2023\23001 Branchview TH-Capital Land-Concord\Dwg\Sheets\Rezoning\23001-Rezoning.dwg / 8/18/2023 11:42 AM

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ORIGINAL SHEET SIZE: 24" X 36"

Residential: Single Family Attached (Townhomes)

1090 Poole Pl Townhomes (CN-PSA-2024-00084)

1090 Poole Pl. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
8/11/2022	Yes	38	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	Yes	No	No	No	Yes

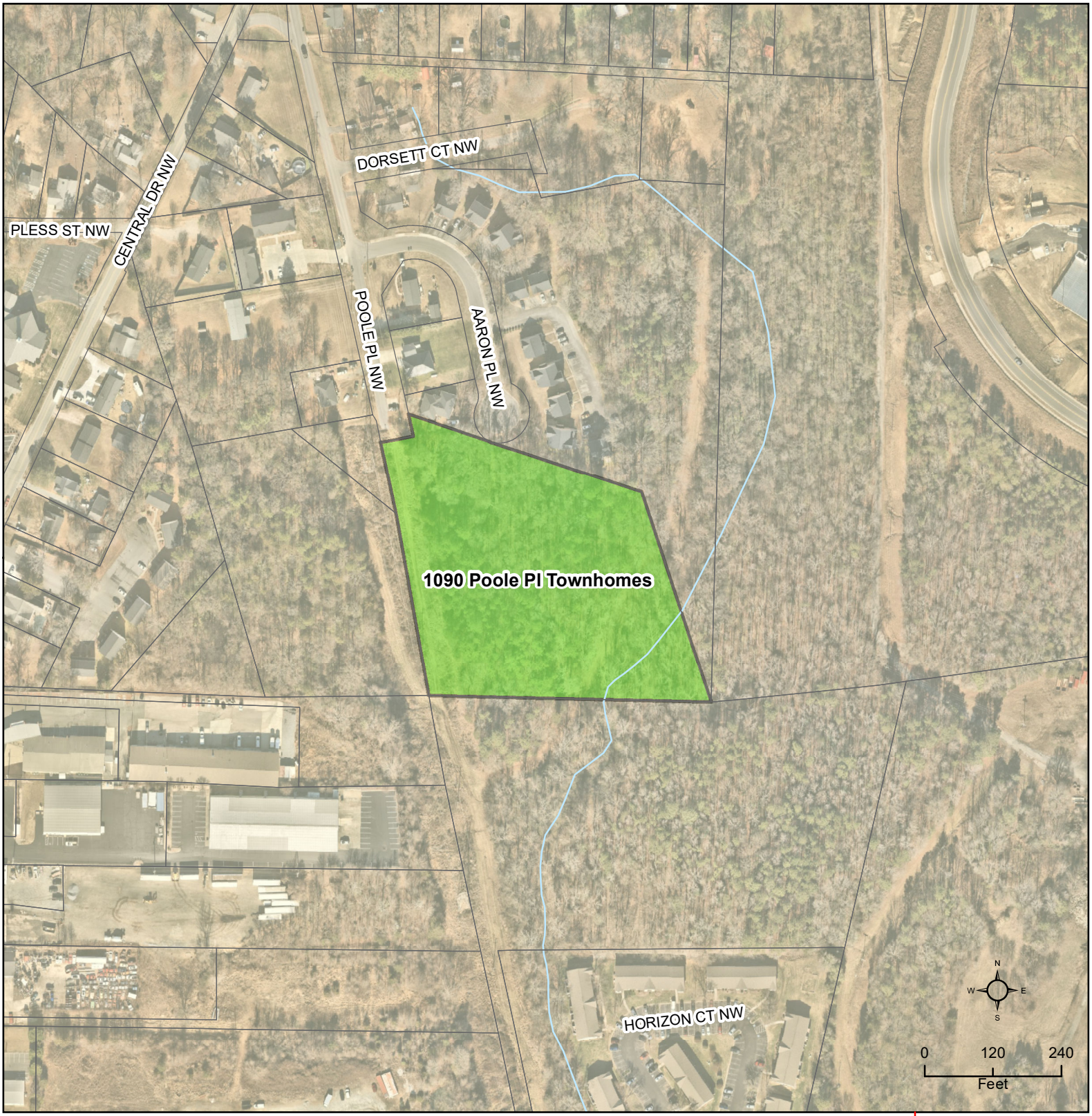
Allocation Request

Total	2024
8,550	8,550

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

This applicant is seeking allocation for 38 single family attached units at 1090 Poole Place. The property is zoned RC, and the project will have townhomes approximately 35'x22'. They will be located in 7 separate buildings. This project will extend Poole Place and will also have private alley roads and is located to adjacent sewer.



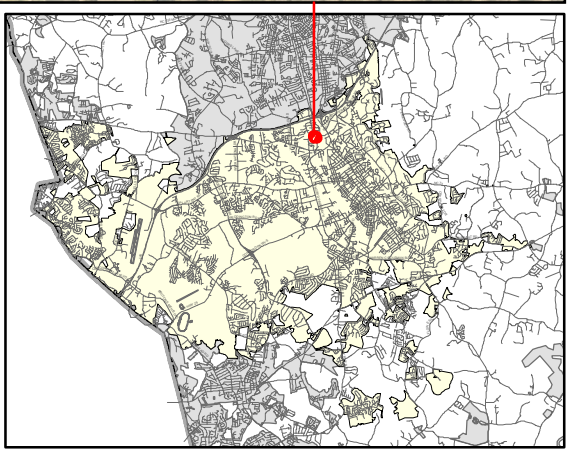
CN-PSA-2024-00084 - 1090 Poole Pl Townhomes

Type: Residential SF Attached

38 townhome units

Allocation Request: 8,550

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	1090 Poole Place Townhomes				
2.)	Description of project location:	Site located at the end of Poole Place NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	56119785180000	3a.)	Parcel Acreage:	4.82	
4.)	Site Zoning and use:	RC/Townhomes	5.)	Area Commercial or Industrial Building (sq. ft.)	0	
6a.)	Description of Facility to be served.	Townhomes	6b.) Number of Lots	38	6c.) Number of Units	38
7d.)	Additional description information:	Townhome project consisting of private roads				

B. Applicant Information

Gaines Edd Estate and Others , (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2208 W Cone Blvd (Applicant's Street or Box Number)
Greensboro (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Greensboro, NC 27408 (Applicant's City, State, Zip Code)
704-713-2602 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Romil (Name) Chudgar (Email) (Name with Title and Email of contact person, who can answer questions about application)	romelle03@yahoo.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Josh Butler (Typed name of North Carolina Professional Engineer)	Gateway Design Group, PLLC (Company Name)
048418 (NCPE Registration Number)	15126 Castlebridge Ln (Street or Box Number)
910-840-2661 (Phone Number)	Matthews, NC 28104 (City, State, Zip Code)
Josh Butler (Name and affiliation of contact person, who can answer questions about **application & designs**)	josh@gatewaydesigngroup.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✓	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 8,550 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
3 Bedroom Townhomes	225 gal/ day	38	GPD 8,550
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Romil Chudgar _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

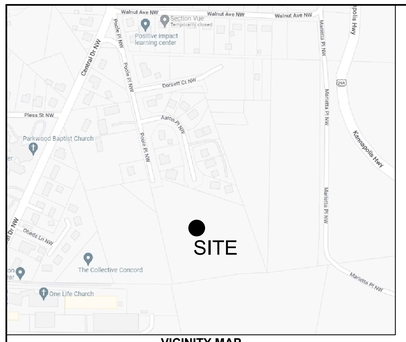
Romil Chudgar — February 5, 2024

Signature: Date:

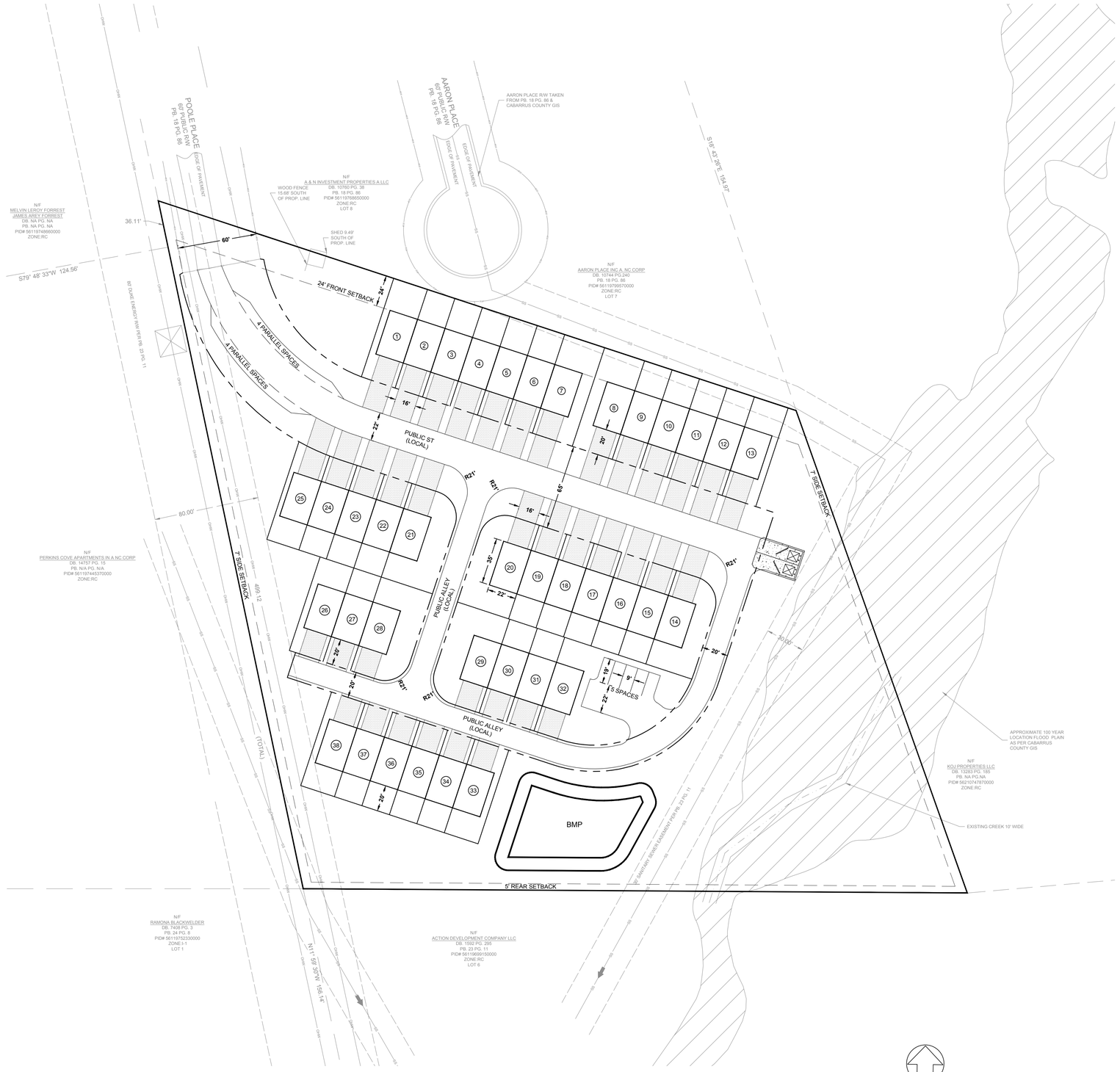
Project Narrative

1090 Poole Place Townhomes is a townhome project consisting of 38 for sale townhomes. Townhome sizes are approximately 35'x22'. The townhomes will be located in 7 separate buildings ranging from 3 to 7 units.

The project consists of extending Poole Place, a public road with a 50' public R/W. Then having 2 private alley roads that connect off the Poole Place extension. There will be additional guest parking provided with potentially 2 cluster mailbox locations. At this time, it is not determined if a dumpster will be provided or the project will use rollout containers for waste management. The project will have a BMP that meets all City of Concord stormwater requirements.



VICINITY MAP
N.T.S.



SITE INFORMATION:

PIN #: 56119785180000
SITE ADDRESS:
1090 POOLE PLACE
CONCORD, NC 28027

TOTAL SITE AREA - 4.84 AC

CURRENT ZONING: RC
TOTAL PROPOSED TOWNHOME LOTS : 38 (7.9/AC)
CONSTRUCTION TYPE: TYPE 5 STICK-BUILT CONSTRUCTION
FRONT SETBACK: 20 FT
REAR SETBACK: 5 FT
SIDE SETBACK: 7 FT

OPEN SPACE
20% OPEN SPACE REQ. = 0.97 AC
TOTAL COS PROVIDED = 0.97 AC.
PROVIDED COS = 0.97/4.84 = 20.0%

TREE SAVE REQUIRED = 50% OF REQ. COS = 0.485 AC
TREE SAVE PROVIDED = 0.485 AC

MIN CONNECTIVITY RATIO = 1.40
LINKS = 6
NODES = 4
PROP CONNECTIVITY RATIO = 1.5

WATERSHED DATA:

THIS PROPERTY IS NOT
LOCATED WITHIN A WATERSHED.
MAXIMUM 50%
IMPERVIOUS (HIGH DENSITY)

FLOOD DATA

THE SUBJECT PROPERTY IS WITHIN
ZONE X PER FEMA MAP 3710561100K & 3710562100K
EFFECTIVE DATE 11 - 16 - 2018.

GRAPHIC SCALE
0 20' 40' 80'
(IN FEET)
HORIZONTAL 1 inch = 40 ft.

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GATEWAY DESIGN GROUP, PLLC
15126 CASTLEBRIDGE LANE MATTHEWS, NC 28104
910-840-2661
NC FIRM # P-2147

PRELIMINARY NOT FOR CONSTRUCTION

1090 POOLE PLACE TOWNHOMES

PROJECT ADDRESS: 1090 Poole Place NW, Concord NC 28027

NO.	BY	DATE	REVISION

PROJECT #: 2022-047 DATE: 7/29/2022
DRAWN BY: JB CHECKED BY: JB

TITLE
SKETCH PLAN

SHEET NO.
SK-1

C:\Users\joshw\Gateway Design Group Dropbox\Projects\2022\2022-047 - Aaron Pl-Concord\CADD\References\x-layout-poole.dwg JOSHW

Residential: Single Family Attached (Townhomes)

Skybrook Corners Ph 2 Expansion (CN-PSA-2024-00087/ PRS2024-02006)

10601 Poplar Tent Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
12/16/2021	Yes	19	Yes (PRS2024-02006)	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/20/23	Considered 3/26/24	Considered 6/26/24
No	Yes	Yes	Yes	Yes	Yes	No	Yes

Allocation Request

Total	2024
4,275	4,275

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant originally submitted 52 townhomes near the intersection of Poplar Tent Rd. and Huntersville-Concord Rd. The preliminary plat was at technical approval on February 10, 2021. The 52 units received sewer allocation on March 22,2022. The applicant pursued annexation of an adjacent piece of property for a road access, which was approved by City Council on November 10, 2020, and zoned on December 15, 2020. Additional land adjacent to the access was approved for annexation by Council on February 10, 2022. Now the applicant is trying to develop 5 units for Skybrook Corners and 14 for the Stinson Expansion. The Stinson Expansion was annexed February 2022. The applicant has submitted their construction documents for review for this phase.

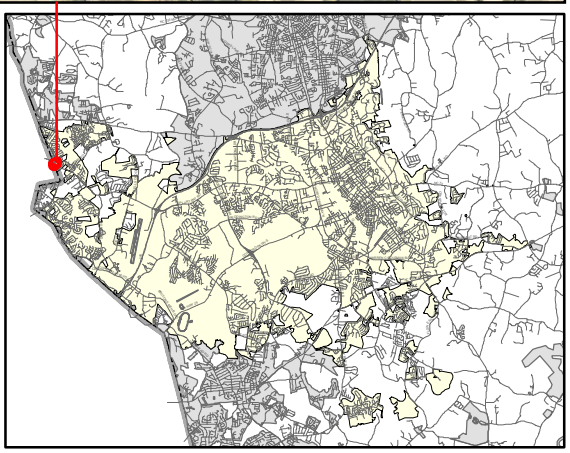
CN-PSA-2023-00039 - Skybrook Corners Phase 2 Expansion

Type: Residential SF Attached

19 townhome units

Allocation Request: 4,275

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Skybrook Corners Expansion				
2.)	**Description of project location:**	Southwest corner of Hutersville-Concord Road(SR 2426) and Poplar Tent Road (SR 2424) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)				
3.)	**Cabarrus County Parcel Identification Number:**	46717324260000, 46716392230000 & 46717301970000	3a.)	**Parcel Acreage:**	3.108 & 7.01	
4.)	**Site Zoning and use:**	RV-CD	5.)	**Area Commercial or Industrial Building**	**(sq. ft.)**	
6a.)	**Description of Facility to be served.**	residential townhomes	6b.) **Number of Lots**		6c.) **Number of Units**	19
7d.)	**Additional description information:**	this application is for the addition of 19 townhome units to an existing permitted project				

B. Applicant Information

Brian Pace , Manager (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	6719-C Fairview Road (Applicant's Street or Box Number)
Skybrook, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28210 (Applicant's City, State, Zip Code)
704-365-1208 (Applicant's Phone Number)	704-365-5506 (Applicant's Facsimile Number)
Brian Pace, Manager (Name) bpace@pacedevelop.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	bpace@pacedevelop.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Steven S. Wilson (Typed name of North Carolina Professional Engineer)	Landworks Design Group, P.A. (Company Name)
15497 (NCPE Registration Number)	1230 W. Morehead, Ste 304 (Street or Box Number)
704-841-1604 (Phone Number)	Charlotte, NC 28208 (City, State, Zip Code)
Steven S. Wilson and Landworks Design Group (Name and affiliation of contact person, who can answer questions about **application & designs**)	swilson@landworkspa.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✓	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 4275 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Residential	75 gal/ bedX3bed/unit	19	GPD 4275
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 4275

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Brian Pace _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Brian Stephen Pace Digitally signed by Brian Stephen Pace
Date: 2022.07.22 15:55:01 -04'00'

7-10-2024

Signature: Date:

July 10, 2024

Honorable William C. Dusch & Concord City Council
35 Cabarrus Ave W,
Concord, NC 28025

RE: Project Narrative for for Skybrook Corners Phase 2; Parcel IDs: 46717306200000 & 46717312110000

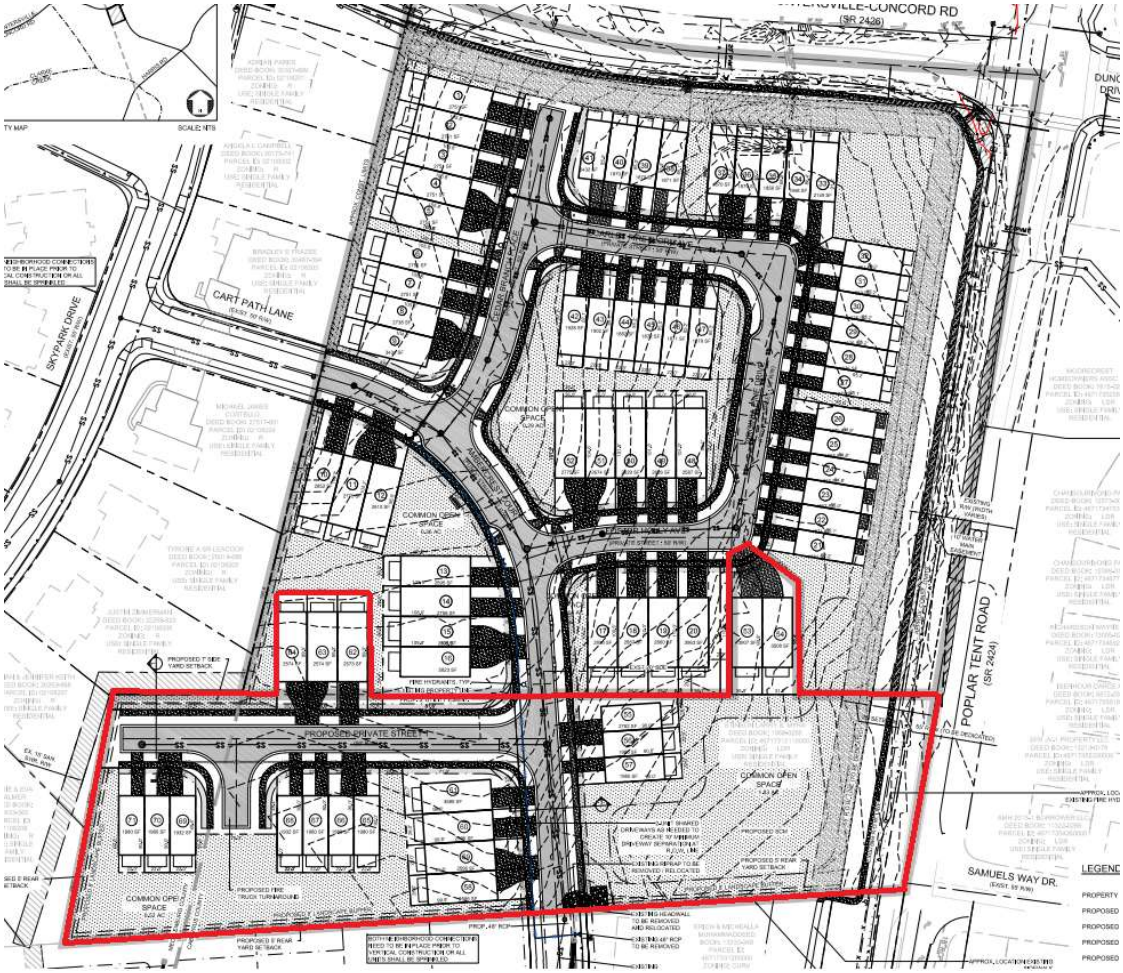
Dear Mayor Dusch & City Council Members,

Please allow this letter to serve as a narrative regarding our project's request for sewer capacity within the City of Concord. Skybrook, LLC is seeking to develop the final 19 Townhome Lots which will complete the last phase of the Skybrook Corners development. This approved project is an infill development which will close out the home building in between the existing Skybrook Corners site and the single-family homes located in the Parkside at Skybrook North community.

The following schedule shows the review dates as well the upcoming remaining approvals for our project:

- January 22, 2022- Early Grading Approvals Issued.
- February 10, 2022- The property was annexed into the city limits.
- April 19, 2022- The Concord P&Z Commission unanimously approved the rezoning plan.
- June 19, 2022- 1st Sewer Allocation was denied by City Council.
- September 20, 2022- 2nd Sewer Allocation was denied by City Council.
- November 28, 2022- the Preliminary Plats were approved by staff.
- December 20, 2022- 3rd Sewer Allocation was denied by City Council.
- March 21, 2023- 4th Sewer Allocation was denied by City Council.
- December 19, 2023- 5th Sewer Allocation was denied by City Council.
- April 17, 2024- 6th Sewer Allocation application has been filed for review and approval.
- July 10, 2024- 7th Sewer Allocation application has been filed for review and approval.
- July 17, 2024- Construction Drawings for the 19 Lots will be submitted to the city for review.

The adjacent Skybrook Corners has completed all construction related activities and we have completely sold out 52 of the approved 52 townhomes from September 2023 through May 2024. Our price points range from the $430k's to $500k's which has provided a window for our younger middle-income families to join our vibrant community. This type of demand and sales activity clearly shows the need and how underserved this housing product remains in our market. Finally, these are the last 19 of the total 807 lots which comprise of all the Skybrook North communities. The granting of sewer allocation for these lots will allow us to finish up construction activities including the conversion of the existing storm water basin, which will be welcomed by all the neighboring residents and will allow us to close out the last phase of the Skybrook community.



We are very thankful for all the time and effort that staff and city council has provided during our reviews. We look forward to completing this project and respectively request that you grant sewer capacity for the final 19 units. If you have any questions or need additional information, please call me at 704.995.2507 or email me at scott@bpropnc.com.

Sincerely,

Scott Moore
Project Manager
Skybrook Subdivision

SITE DATA:

PIN:	#46717312110000
JURISDICTION:	CITY OF CONCORD, CABARRUS COUNTY
SITE AREA:	±3.108 AC (135,384.48 S.F) (GROSS)
ESTIMATED FINAL PLAT DATE:	JUNE 2024

CODE REQUIREMENTS (City of Concord Land Development Code):

EXISTING ZONING:	RV-CD
EXISTING USE:	VACANT
PROPOSED USE:	TOWNHOMES
EXISTING WATERSHED:	CLARKE
ALLOWABLE DENSITY:	8 DUA/AC
PROPOSED DENSITY:	14 UNITS (±4.50 DUA) 10 UNITS - 22' WIDE 4 UNITS - 26' WIDE'
PARKING REQUIRED:	21-35 SPACES (1.5 SPACES/UNIT MIN. 2.5 SPACES/UNIT MAX.)
PARKING PROVIDED:	28 SPACES, 2 SPACES PER UNIT (GARAGE AND DRIVEWAY)
MINIMUM LOT SIZE:	7,500 SF
MIN. FRONT SETBACK:	24'
INTERIOR SIDE SETBACK:	7'
SECONDARY FRONT SETBACK (CORNER LOTS)	20'
REAR SETBACK:	5'
THOROUGHFARE BUFFER REQ'D:	25' WITH 6' BERM OR 50' WITHOUT 6' BERM
BLDG HEIGHT MAX. ALLOWED:	35'
BLDG HEIGHT MAX. PROVIDED:	30'-6 3/4" (2 STORIES)
MAX. BLDG. SQFT PROVIDED:	2570 S.F
LINKS:	6
NODES:	7
LINK/NODE RATIO:	1.43

OPEN SPACE CALCULATIONS:

SITE AREA:	±3.108 AC (135,384.48 S.F) (GROSS)OPEN SPACE
REQUIRED:	20% REQUIRED (±27,077 SF ; 0.62 AC)
OPEN SPACE PROVIDED:	± 25.78% (34,908.26 S.F/ 135,384.48 S.F ; 0.82 AC / 3.108 AC)

STREET LENGTH AT CENTERLINE:
CEDAR BRANCH PLACE: ± 372L.F.
SCARLET FIRETHORN AVE: ± 227 L.F.
VIRGINIA PINE DRIVE: ± 245 L.F.
FOSTER HOLLY AVE: ± 185 L.F.
AMBERCREST COURT: ± 553 L.F.
WHITE BIRCH AVE: ±356 L.F.

TOTAL LENGTH AT CENTERLINE: ± 1,938 L.F.

IMPERVIOUS BREAKDOWN
GROSS SITE ACREAGE (INCLUDING SKYBROOK CORNERS): ± 10.468 AC

SKYBROOK CORNERS SITE:		STINSON ADDITIONAL: STREETS, ALLEYS, &	
STREETS:	34,832 SF	FIRE TURNAROUND:	15,368 SF
SIDEWALKS:	17,388 SF	SIDEWALKS:	5,365 SF
BUILDINGS:	77,094 SF	BUILDINGS:	17,460 SF
DRIVEWAYS:	25,192 SF	DRIVEWAYS:	5,957 SF
PATIOS:	6,354 SF	PATIOS:	1,452 SF
SUBTOTAL:	160,860 SF (49.9%)	**SUBTOTAL:**	45,602 SF

OVERALL TOTAL IMPERVIOUS: 45.3% (206,396 SF / 455,986.08 SF)

STINSON ADDITION PROPOSED IMPERVIOUS: 34.3% (46,389 SF / 135,384.48 SF)

LOT NUMBER	SF	ACRES
53	2110	0.05
54	2110	0.05
55	2110	0.05
58	1980	0.05
59	1980	0.05
60	1980	0.05
61	2542	0.06
62	2542	0.06
63	2542	0.06
64	2525	0.06
65	1980	0.05
66	1980	0.05
67	1980	0.05
68	1980	0.05
69	1980	0.05
70	1980	0.05
71	1980	0.05
72	1980	0.05
TOTAL	38,261	0.88

LEGEND

- PROPERTY LINE
- PROPOSED CURBING
- EXISTING SETBACK
- PROPOSED SETBACK
- PROPOSED R/W LINE
- PROPOSED CENTERLINE
- PROPOSED SIDEWALK
- EXISTING EASEMENT
- EXISTING OPEN SPACE
- PROPOSED OPEN SPACE
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- EXISTING COUNTY LINE
- EXISTING CONTOURS
- EXISTING OVERHEAD ELECTRIC (OE)
- EXISTING BUFFER

N

0' 40' 80' 160'

SCALE: 1"=40'

REVISIONS:

No.	Date	By	Description

NOTE: THIS SKYBROOK CORNERS EXPANSION SET OF PLANS HAS BEEN PREPARED TO PERMIT THE CONSTITUTION OF UNITS 58-71 ON WHITE BIRCH AVE AND AMBERCREST CT ON THE FORMER STINSON PROPERTY.

NOTE:
ALL AREA INSIDE THE 50' PRIVATE STREETS WILL BE DEDICATED TO CONCORD AS A UTILITY EASEMENT FOR MAINTENANCE OF THE PUBLIC SEWER AND WASTE. SEE UTILITY PLANS.

Landworks Design Group, PA
CREATING SPACES TO LIVE, WORK AND PLAY
1230 West Morehead Street, Suite 304
Charlotte, NC 28208
tel: 704-841-1604
fax: 704-841-1604

SKYBROOK CORNERS EXPANSION

CITY OF CONCORD, CABARRUS COUNTY, NC

PACE DEVELOPMENT GROUP

CHARLOTTE, NC

FIRST SUBMITTAL

OVERALL SITE PLAN

NORTH CAROLINA PROFESSIONAL ENGINEER C-2930 LANDWORKS DESIGN GROUP, P.A.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 16421 STEVEN S. WILSON

CORPORATE CERTIFICATIONS
NC PE : C-2930 NC LA : C-253
SC ENG : NO. 3599 SC LA : NO. 211

Project Manager: SSW
Drawn By: MMS
Checked By: SSW
Date: 7/22/2024
Project Number: 18018.1

Sheet Number:

L-100

SHEET # 3 OF 15

P:\2018 Jobs\18018.1 - Skybrook Townhome CDs - Pace\CAD\CD\Stinson CDs\18018.1 Stinson SITE.dwg

Weddington Road Villas (CN-PSA-2024-00105/PRS2021-03526)

6512 Weddington Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
12/20/2020	Yes	82	Yes	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/19/22	Considered 3/21/23	Considered 12/20/23	Considered 3/26/24	Considered 6/26/24
No	Yes	Yes	No	No	Yes	No	No

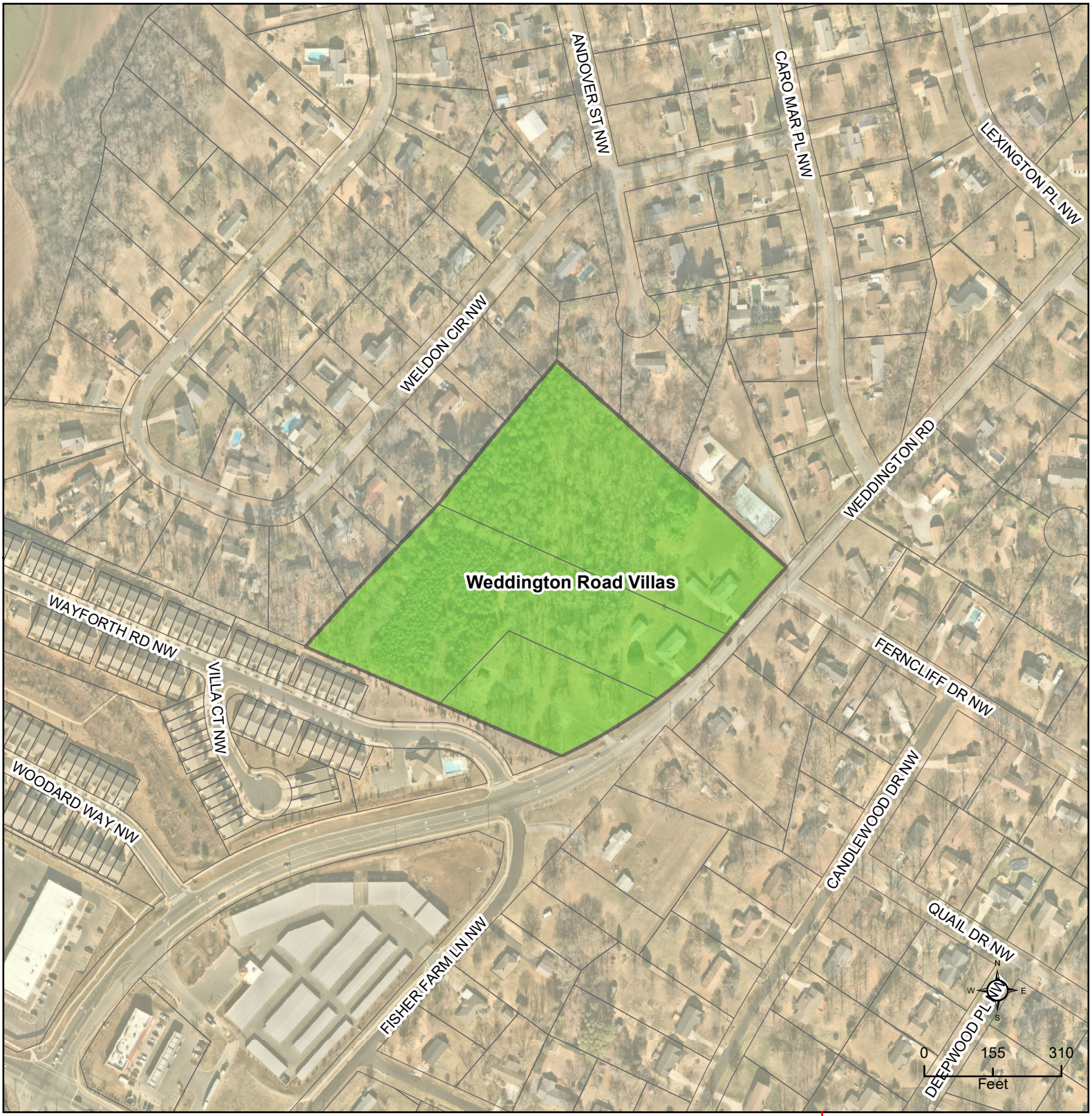
Allocation Request

Total	2024	2025
13,800	9,000	4,800

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
2	0	1	0	0	1	0

Brief Summary

This is a project that was submitted as a townhome style multi-family project for sewer allocation in July 2022. A preliminary plat was approved for a townhome style subdivision on February 4, 2022, but payment of $400 has not been received. This project has changed ownership, and the new owner is proposing 82 for sale townhomes that are targeted to low-income residents according to their narrative. They are proposing 1,800-2,600 sf townhomes.



CN-PSA-2024-00105 - Weddington Road Villas

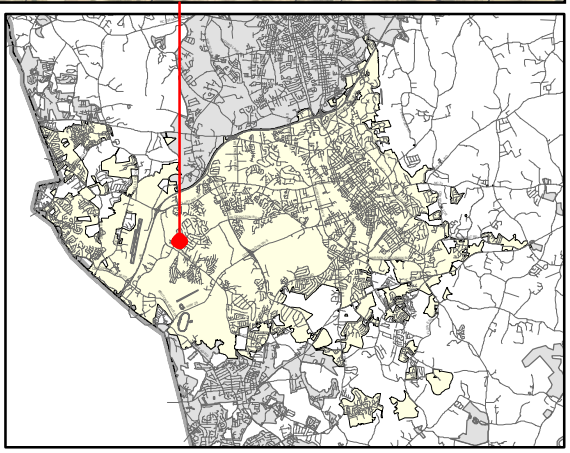
CN-PSA-2024-00105 - Weddington Road Villas

Type: Residential SF Attached

82 townhome units

Allocation Request: 13,800

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Weddington Road Villas					
2.)	Description of project location:	1500 LF N from intersection of Route 1500 and Route 1431 toward Concord (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	46907066640000	3a.)	Parcel Acreage:	11.69 AC		
4.)	Site Zoning and use:	PUD	5.)	Area Commercial or Industrial Building (sq. ft.)			
6a.)	Description of Facility to be served.	Townhomes	6b.) Number of Lots	82	6c.) Number of Units	82	
7d.)	Additional description information:	Additional Parcel No 46907051480000 and 46907054010000					

B. Applicant Information

Mallie Colavita, Manager (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	11035 Golf Links Dr P.O. Box 78763 (Applicant's Street or Box Number)
The Intrepid Companies (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28277 (Applicant's City, State, Zip Code)
856-296-4407 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Mallie Colavita (Name) (Email) (Name with Title and Email of contact person, who can answer questions about application)	mcolavita@gmail.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Jonathan Woodard, PE (Typed name of North Carolina Professional Engineer)	McAdams (Company Name)
049168 (NCPE Registration Number)	2100 South Tryon Street, Suite 400 (Street or Box Number)
980-288-1593 (Phone Number)	Charlotte, NC 28203 (City, State, Zip Code)
Jonathan Woodard, PE (Name and affiliation of contact person, who can answer questions about **application & designs**)	jwoodard@mcadamsco.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✓	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 13,800 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)		No. of Units	Flow	
2 Bedroom	150 gal/	2 Bedroom	62	GPD	9,300
3 Bedroom	225 gal/	3 Bedroom	20	GPD	4,500
	gal/			GPD	
	gal/			GPD	
	gal/			GPD	
	gal/			GPD	
			Total	GPD	13,800

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Mallie Colavita _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Mallie Colavita
Digitally signed by Mallie Colavita
DN: C=US, E=mcolavita@gmail.com, CN=Mallie Colavita
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2024.07.19 19:06:59-04'00'

7/19/24

Signature: Date:

The Weddington Road Villas is a proposed affordable townhome development, consisting of 82 for-sale homes. THIS DEVELOPMENT IS NOT ASSOCIATED WITH THE WAYFORD RENTAL COMMUNITY. The purpose of this project is to replace the existing mobile home park and create a small community exclusively focused on selling homes to lower income families. My understanding is that this project was previously under different ownership last year and had a very different use than what I am intending. Not only would I like to clarify that difference, but also as a follow up if any additional information is needed.

The Intrepid Companies exclusively develops for low-income residents in underutilized parcels to provide better economic development for the community at large. As a local land developer for the past 20 years, I have come to understand and balance the needs of low-income housing without sacrificing the aesthetic of the neighborhood. This is achieved because The Intrepid Companies is not a publicly traded builder, nor a large high profit seeking conglomerate. We are a small, local outfit personally investing where we live.

The Weddington Road Villas is the perfect project for what we specialize in: identifying a small assemblage of land that currently houses dilapidated rentals and trailers in a local market where it's low-income residents cannot afford to both work and live. The Intrepid Companies specializes in bridging that gap by employing local site contractors, local trade builders, local material sourcing and using private local funding that keeps overhead low without greedily pushing profit margins. We only take on 1 or 2 projects at a time, to ensure efficiency at the highest quality.

The 82 townhomes will be constructed of half brick and hardieboard façade with one or two car garages, ranging from 1800sqft to 2600sqft. The community will have sidewalks for connectivity and walkability, as well as a dog park and amenity. The Weddington Road Villas were successfully rezoned and granted preliminary plat approval in 2021. Aside from sewer capacity, the project is fully permitted and fully funded to begin upon sewer approval. We plan on delivering the first townhomes to lower income families as early as Spring 2025.

Please don't hesitate to reach out if you have any questions or wish to discuss in further detail.

Kindest regards,

Mallie M. Colavita
The Intrepid Companies
Managing Partner
856-296-4407

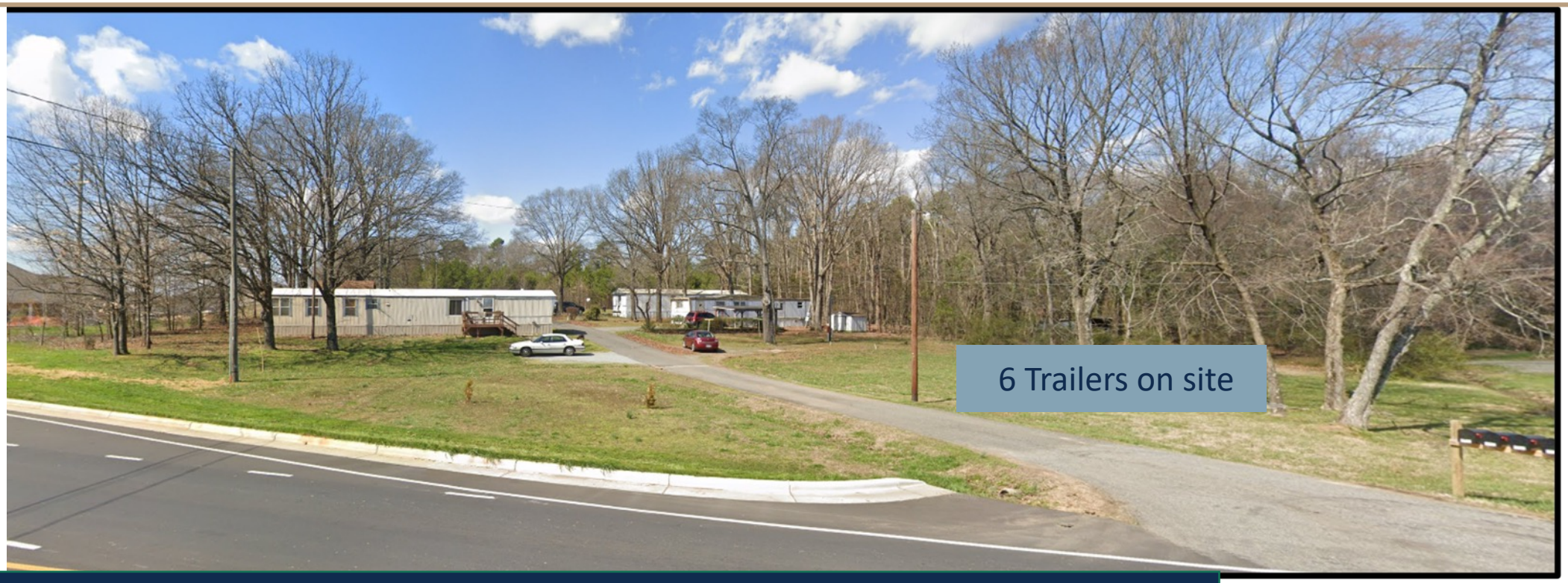
THE INTREPID COMPANIES

WEDDINGTON ROAD VILLAS
CONCORD, NC

AREA MAP

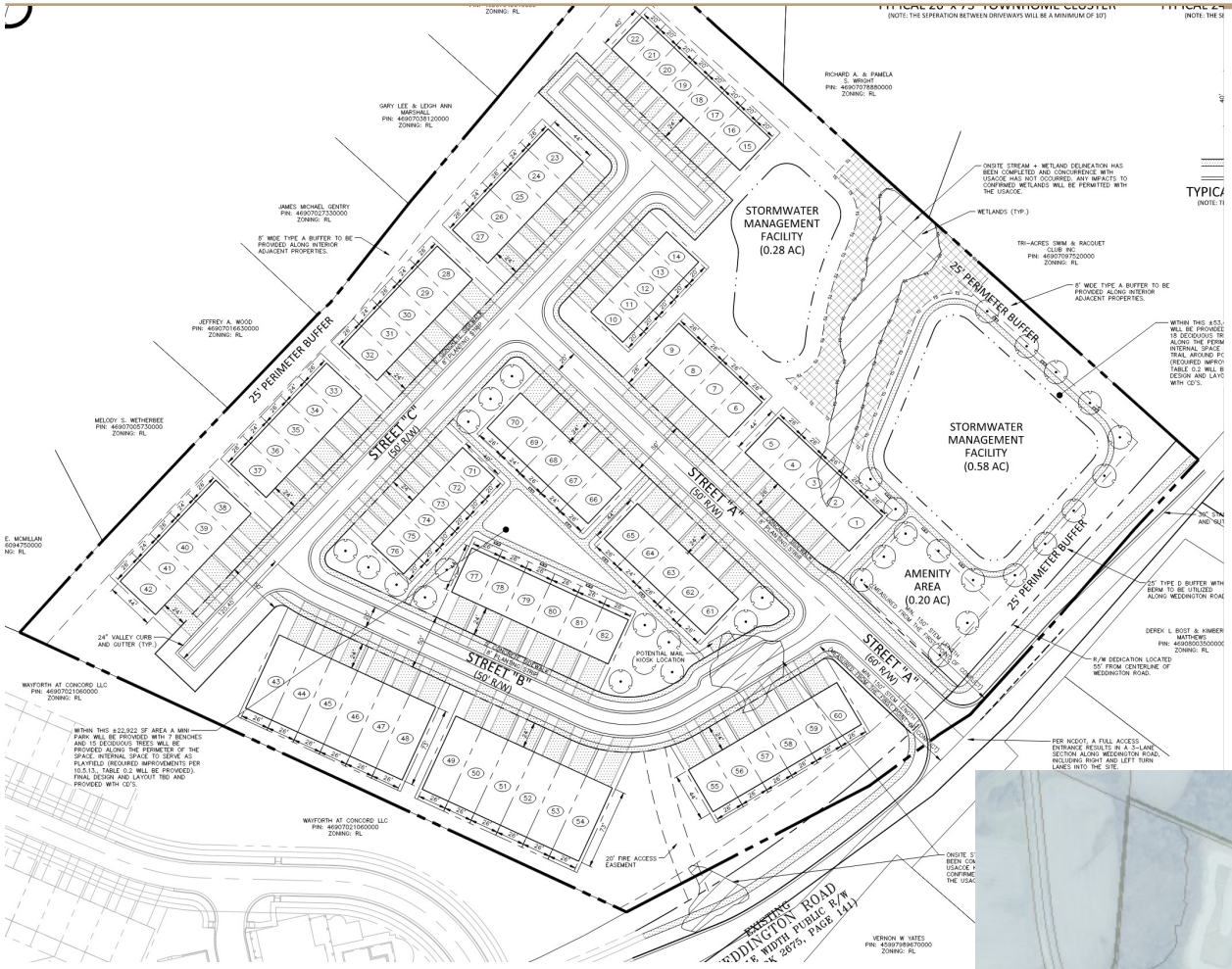
- Replacement of existing mobile homes with newly constructed townhomes.
- Complies with the 2030 land use plan.
- Receipt of Rezoning Approval in 2021.
- Receipt of Preliminary Plat Approval in 2021.

Existing Land Use

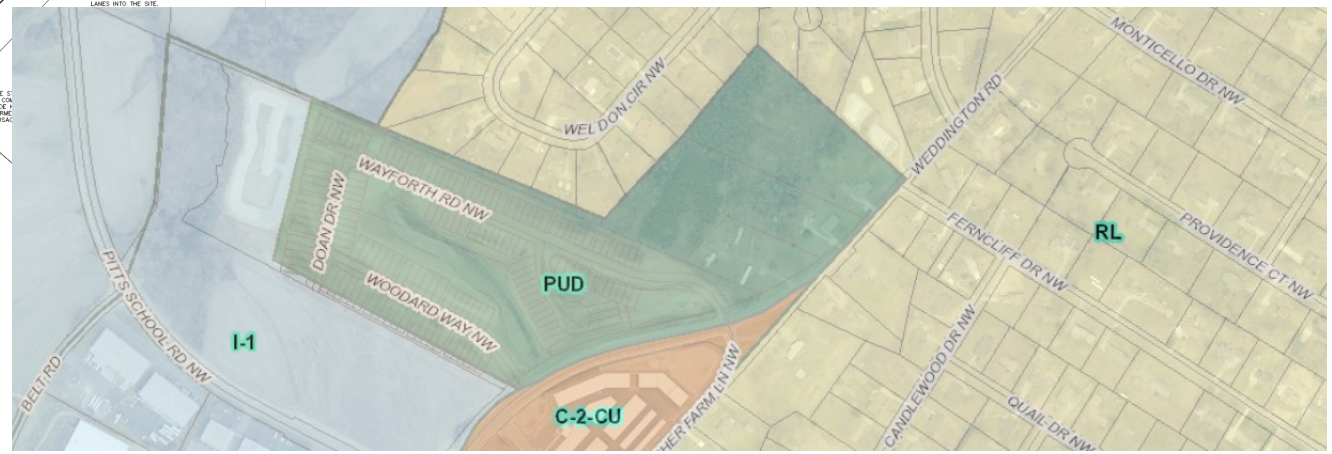


- Existing Land Use
  - Only land use in the vicinity to currently house a trailer park.
  - Surrounding land uses include: established residential subdivisions, high-end rental community and new commercial & office space.

Overall Site Plan



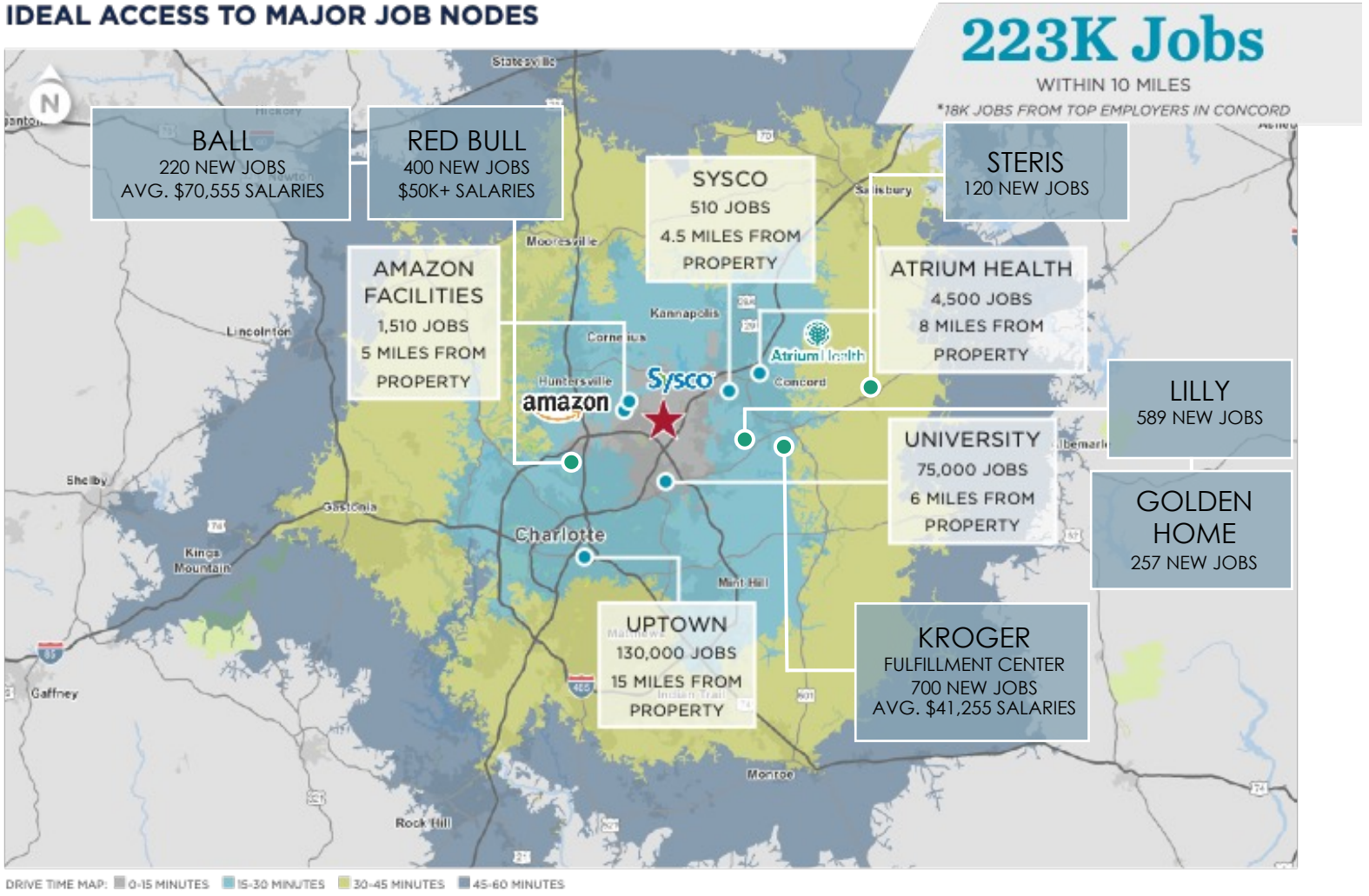
Weddington Road Villas will consist of 82 townhomes. The project will repurpose two 50yr old rental homes and 6 trailers.
The project will have internal sidewalks for community connectivity, a large amenity area and dog park.



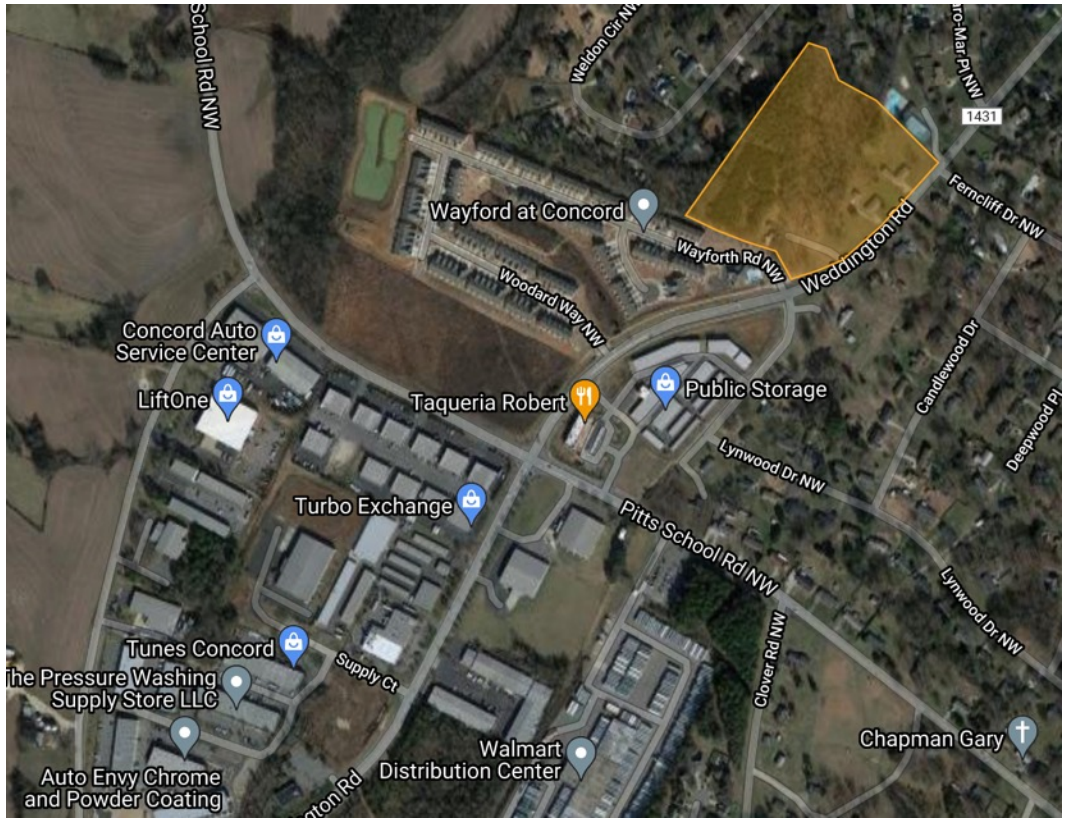
Existing and Future Employment Growth

Embedded Among Major Employers

IDEAL ACCESS TO MAJOR JOB NODES



Walkability



Walkability: Sidewalks are being added to increase the walkability of this corridor. Residents will be to walk to their local jobs in the immediate area or access locations for public transportation. Currently there are no sidewalks, nor curb & gutter on the properties.

Residential: Single Family Attached (Townhomes)

Sherwood Hill Townhomes (CN-PSA-2024-00106)

46 Sherwood Ct NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	28	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	Yes	Yes	Yes

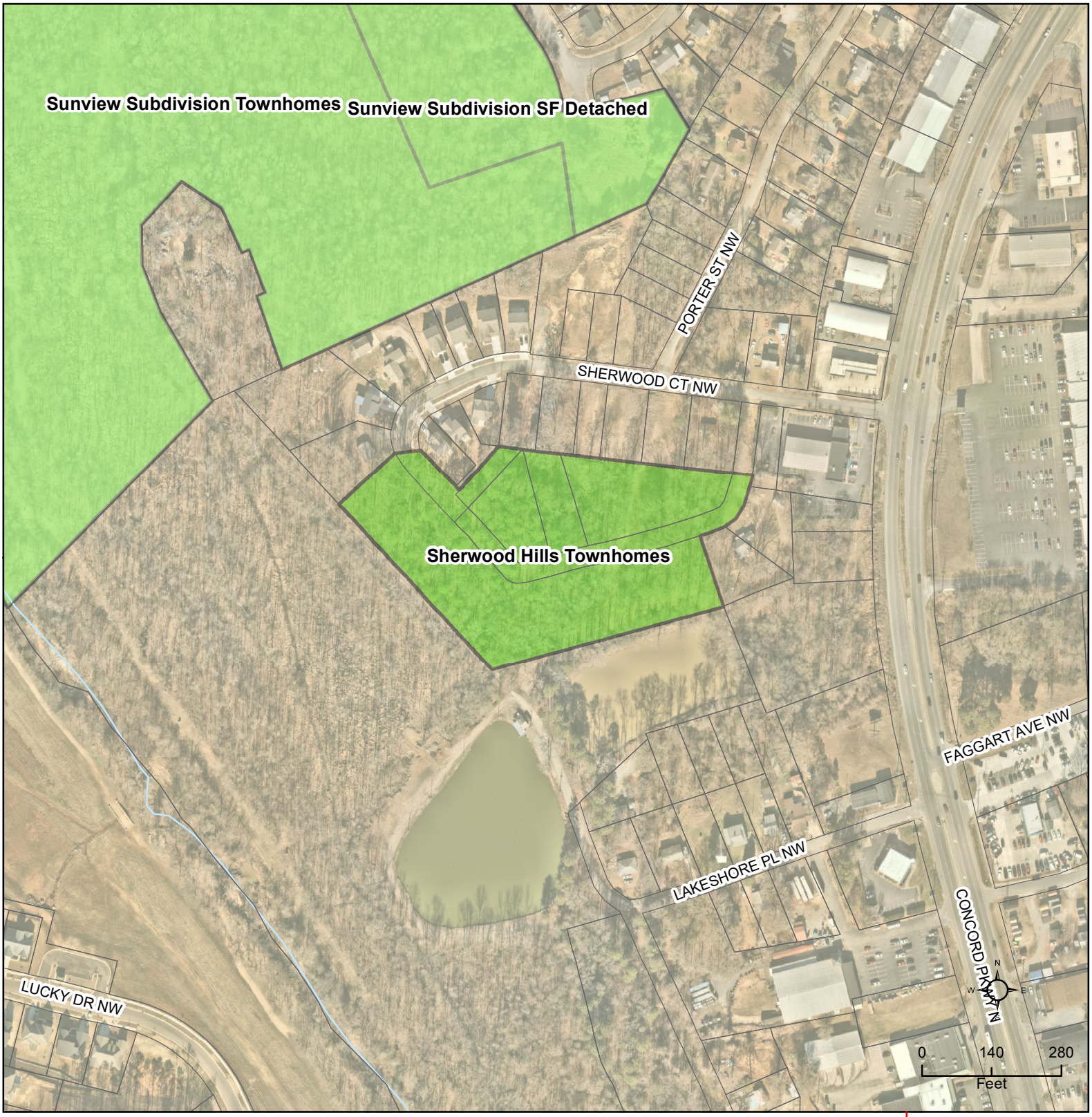
Allocation Request

Total	2024
6,300	6,300

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant has submitted a proposal to build 28 townhomes currently. The project would be infill and is surrounded by single family homes and commercial zoned parcels.



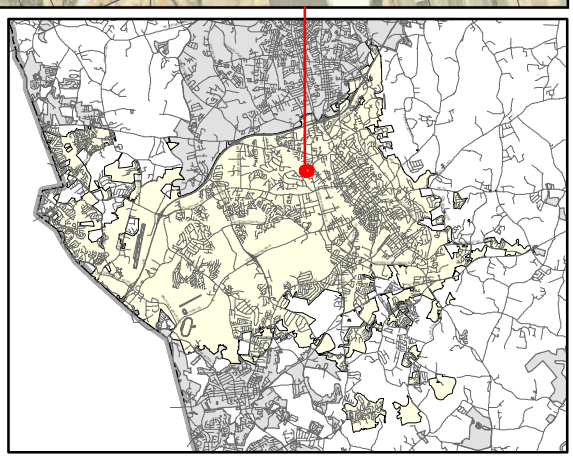
CN-PSA-2024-00106 - Sherwood Hills Townhomes
CN-PSA-2024-00106 - Sherwood Hills Townhomes

Type: Residential SF Attached

28 townhome units

Allocation Request: 6,300

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Sherwood Hills Townhomes					
2.)	**Description of project location:**	Site location on Sherwood Court NW, approximately 675 ft West of the intersection of Sherwood Court NW and Concord Parkway N. (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	See attached Property List	3a.)	**Parcel Acreage:**	2.954		
4.)	**Site Zoning and use:**	RV	5.)	**Area Commercial or Industrial Building (sq. ft.)**	0		
6a.)	**Description of Facility to be served.**	Residential Subdivision	6b.)	**Number of Lots**	28	6c.) **Number of Units**	28
7d.)	**Additional description information:**	Residential Townhomes					

B. Applicant Information

Todd Hicks , Partner (Title) (**Name of legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	PO Box 470643 (Applicant's Street or Box Number)
South Oak Partners LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC, 28247 (Applicant's City, State, Zip Code)
704-292-3195 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Kate Underwood (Name) kate@daylighteng.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	todd@southoakpartners.com (Applicant's Email Address)
REQUIRED Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.	

C. Design Engineer Information if available

Kate Underwood, PhD, PE (Typed name of North Carolina Professional Engineer)	Daylight Engineering (Company Name)
033470 (NCPE Registration Number)	PO Box 1804 (Street or Box Number)
980-234-7500 (Phone Number)	Concord, NC, 28026-1804 (City, State, Zip Code)
Kate Underwood (Name and affiliation of contact person, who can answer questions about **application & designs**)	kate@daylighteng.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

✔	Residential Subdivision		Retail (Stores, shopping centers)
	Apartments/Condominiums		Institution
	Mobile Home Park		Hospital, nursing home, dental
	School, preschool, daycare		Church
	Restaurants (Food or drink facilities)		Sports Centers
	Hotels or motels		Business, offices, factories
	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

(●) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 6,300 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Townhomes (3 Bedrooms each)	225 gal/ Unit	28	GPD 6,300
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 6,300

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ T. W. Hicks Jr. _ **the undersigned, do hereby make application for preliminary wastewater**

(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Signature: _____ Date: 7/19/24

Property Address List

- No Physical Address

  Parcel #: 5611-72-7972

- No Physical Address

  Parcel #: 5611-72-8826

- No Physical Address

  Parcel #: 5611-72-9817

- No Physical Address

  Parcel #: 5611-82-0888

- No Physical Address

  Parcel #: 5611-72-8602

Property Address List

- No Physical Address

  Parcel #: 5611-72-7972

- No Physical Address

  Parcel #: 5611-72-8826

- No Physical Address

  Parcel #: 5611-72-9817

- No Physical Address

  Parcel #: 5611-82-0888

- No Physical Address

  Parcel #: 5611-72-8602

SOUTH OAK PARTNERS, LLC
7733 Ballantyne Commons Parkway, Suite 201
Charlotte, NC 28277

July 19, 2024

Concord City Council

RE: Sewer Allocation Request

Narrative for Sherwood Hills Subdivision infill project (28 Residential Units)

Our firm purchased the land from the Hawfield family of owners with a contract started on February 22, 2019. It culminated with a close on March 10, 2021, in anticipation of developing the previously approved platted subdivision of residential lots back in 1944. This old subdivision map was divided originally into 3 blocks of 310 lots total. The total recorded lots we own far exceed the requested 28 residential units we are petitioning for at this time. Below are bullet points we believe support our proposal:

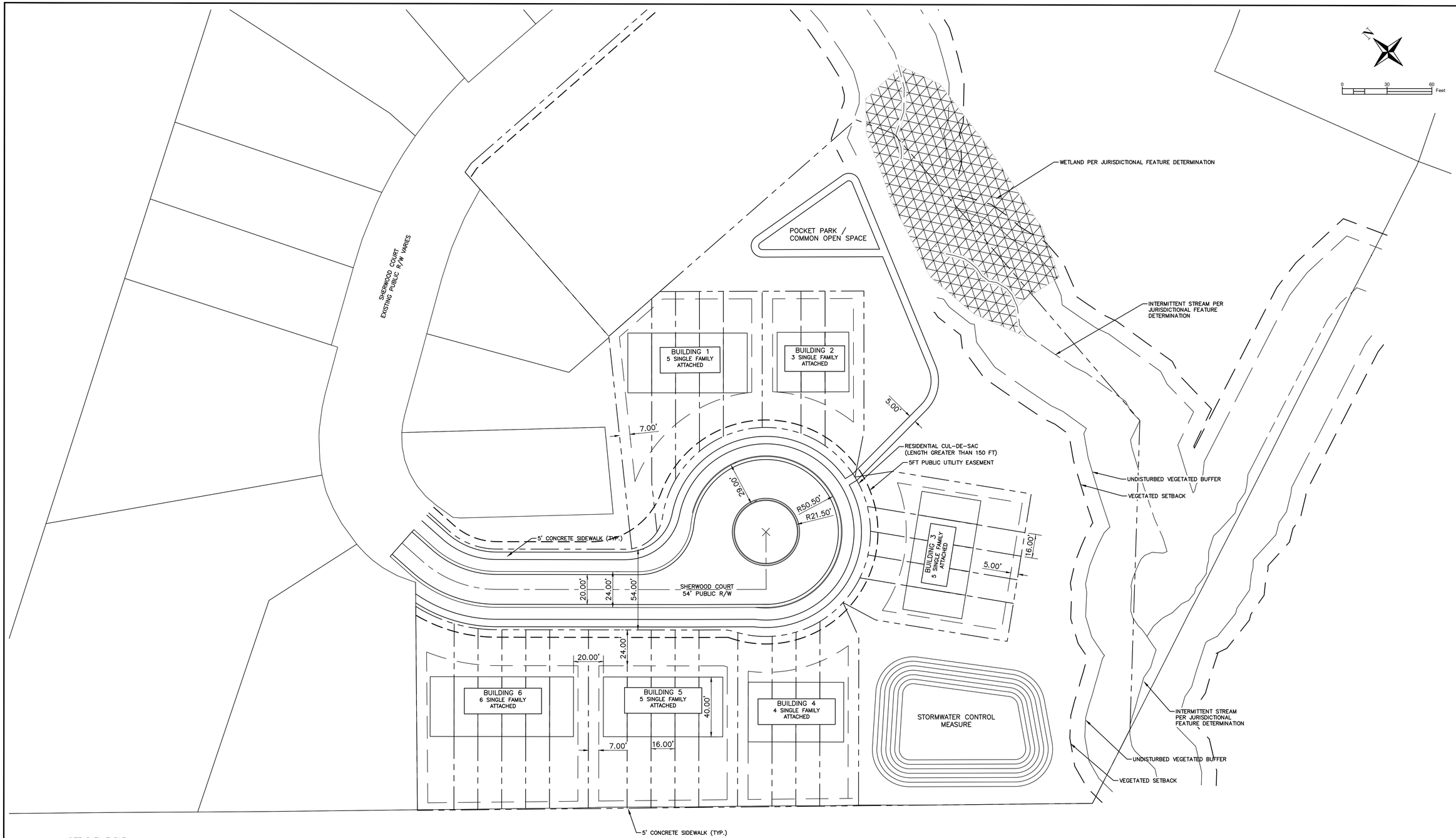
- Our previous application was denied in December 2023 (84 Units). Subsequently, we were denied sewer on July 22, 2024 (35 Units).
- Our current request is 28 Townhome units – a 67% reduction in our original sewer request.
- The project has current sewer infrastructure running through the project.
- Our approved lots of record lie within the Residential Village (RV) zoning district, by-right allowance for single-family attached homes.
- Each townhome is served by a single-family garage and a parking space in the driveway to meet parking needs.
- This site is within the city limits of Concord, just 2.1 miles west, northwest of downtown Concord. Walking distance to Lowes (0.25 miles) and Harris Teeter (0.9 miles).

While several new homes in this area range from $450K up to $850K within ½ mile from this property, we hope that this project can create smaller, affordable units to the marketplace. We aim to serve as many working families as possible in the market with relatively affordable units. We anticipate a price point for the new townhomes to begin in the mid 300's.

Sincerely,

David E. Tibbals, Manager

SOUTH OAK
PARTNERS



SITE DATA TABLE:
EXISTING ZONING: RV
MAXIMUM DENSITY: 15 UNITS PER ACRE
TOTAL SITE AREA +– 2.954 ACRES (INCLUDES PROPOSED ROW)
PROPOSED DENSITY: +– 9.5 UNITS /ACRE
PROPOSED USE: TOWNHOMES (FRONT LOADED)

TOTAL BUILDINGS: 28 SINGLE FAMILY ATTACHED TOWNHOMES (3 BEDROOM)
FRONT SETBACK 24 FT
SIDE SETBACK 7 FT
REAR SETBACK 5 FT

MAXIMUM BUILDING HEIGHT 35 FT

EACH TOWNHOME HAS 1 PARKING SPACE IN THE DRIVEWAY (MINIMUM) AND A GARAGE SPACE.

REVISION	DATE	DESCRIPTION
1	18-Jul-24	REVISER FOR SEWER ALLOCATION REQUEST JULY 2024

SHERWOOD HILLS TOWNHOMES

SITE LAYOUT PLAN

PROJECT LOCATION
SOUTH OAK LAND PARTNERS
PROJECT NO. 23065
PROJECT MANAGER: KWU

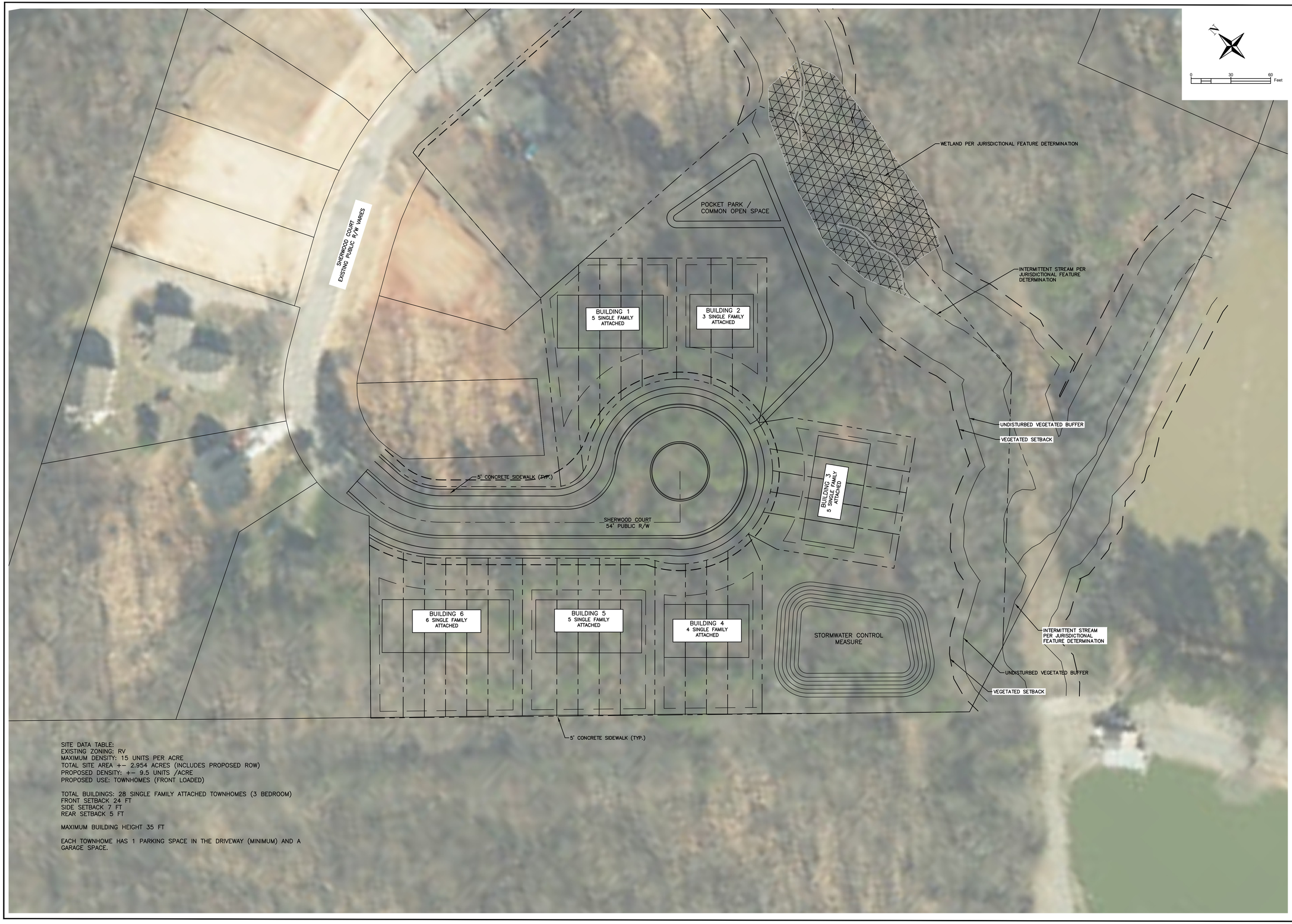
DAYLIGHT ENGINEERING
NCBELS LICENSE: P-2772
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234-7500 · WWW.DAYLIGHTENG.COM

ENGINEERS SEAL

PRELIMINARY NOT FOR CONSTRUCTION

07/18/2024

C200



SITE DATA TABLE:
EXISTING ZONING: RV
MAXIMUM DENSITY: 15 UNITS PER ACRE
TOTAL SITE AREA +– 2.954 ACRES (INCLUDES PROPOSED ROW)
PROPOSED DENSITY: +– 9.5 UNITS /ACRE
PROPOSED USE: TOWNHOMES (FRONT LOADED)

TOTAL BUILDINGS: 28 SINGLE FAMILY ATTACHED TOWNHOMES (3 BEDROOM)
FRONT SETBACK 24 FT
SIDE SETBACK 7 FT
REAR SETBACK 5 FT

MAXIMUM BUILDING HEIGHT 35 FT

EACH TOWNHOME HAS 1 PARKING SPACE IN THE DRIVEWAY (MINIMUM) AND A GARAGE SPACE.

REVISION	DATE	DESCRIPTION
1	18-Jul-24	REVISER FOR SEWER ALLOCATION REQUEST JULY 2024

SHERWOOD HILLS TOWNHOMES

SITE LAYOUT WITH AERIAL

PROJECT LOCATION
SOUTH OAK LAND PARTNERS
PROJECT NO. 23065
PROJECT MANAGER: KWU

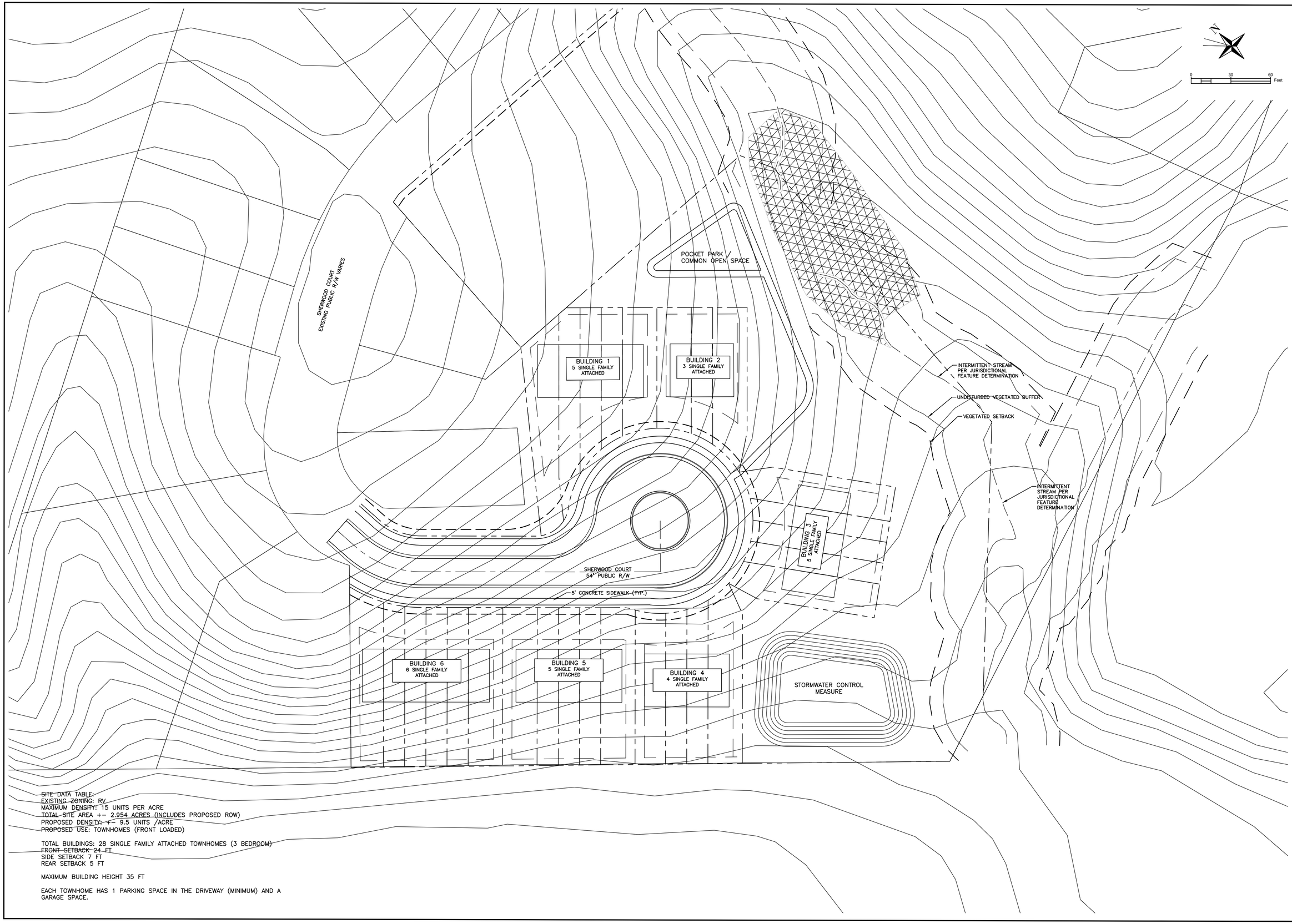
DAYLIGHT ENGINEERING
NCBELS LICENSE: P-2772 · WWW.DAYLIGHTENG.COM
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234-7500

ENGINEERS SEAL

PRELIMINARY NOT FOR CONSTRUCTION

07/18/2024

C200A



SITE DATA TABLE:
EXISTING ZONING: RV
MAXIMUM DENSITY: 15 UNITS PER ACRE
TOTAL SITE AREA +- 2.954 ACRES (INCLUDES PROPOSED ROW)
PROPOSED DENSITY: +- 9.5 UNITS /ACRE
PROPOSED USE: TOWNHOMES (FRONT LOADED)

TOTAL BUILDINGS: 28 SINGLE FAMILY ATTACHED TOWNHOMES (3 BEDROOM)
FRONT SETBACK 24 FT
SIDE SETBACK 7 FT
REAR SETBACK 5 FT

MAXIMUM BUILDING HEIGHT 35 FT

EACH TOWNHOME HAS 1 PARKING SPACE IN THE DRIVEWAY (MINIMUM) AND A GARAGE SPACE.

REVISION	DATE	DESCRIPTION
1	18-Jul-24	REVISER FOR SEWER ALLOCATION REQUEST JULY 2024

SHERWOOD HILLS TOWNHOMES

GRADING AND DRAINAGE PLAN

PROJECT LOCATION
SOUTH OAK LAND PARTNERS
PROJECT NO. 23085
PROJECT MANAGER: KWU

DAYLIGHT ENGINEERING
NCBELS LICENSE: P-2772
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234-7500 · WWW.DAYLIGHTENG.COM

ENGINEERS SEAL

PRELIMINARY NOT FOR CONSTRUCTION

07/18/2024

C300

Sunview Subdivision (CN-PSA-2024-00107)

838 Sun View Dr. NW

DRC	Entitled	Units	PRS Routed	Technically Approved
5/22/2022(as multi-family)	Yes	95	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

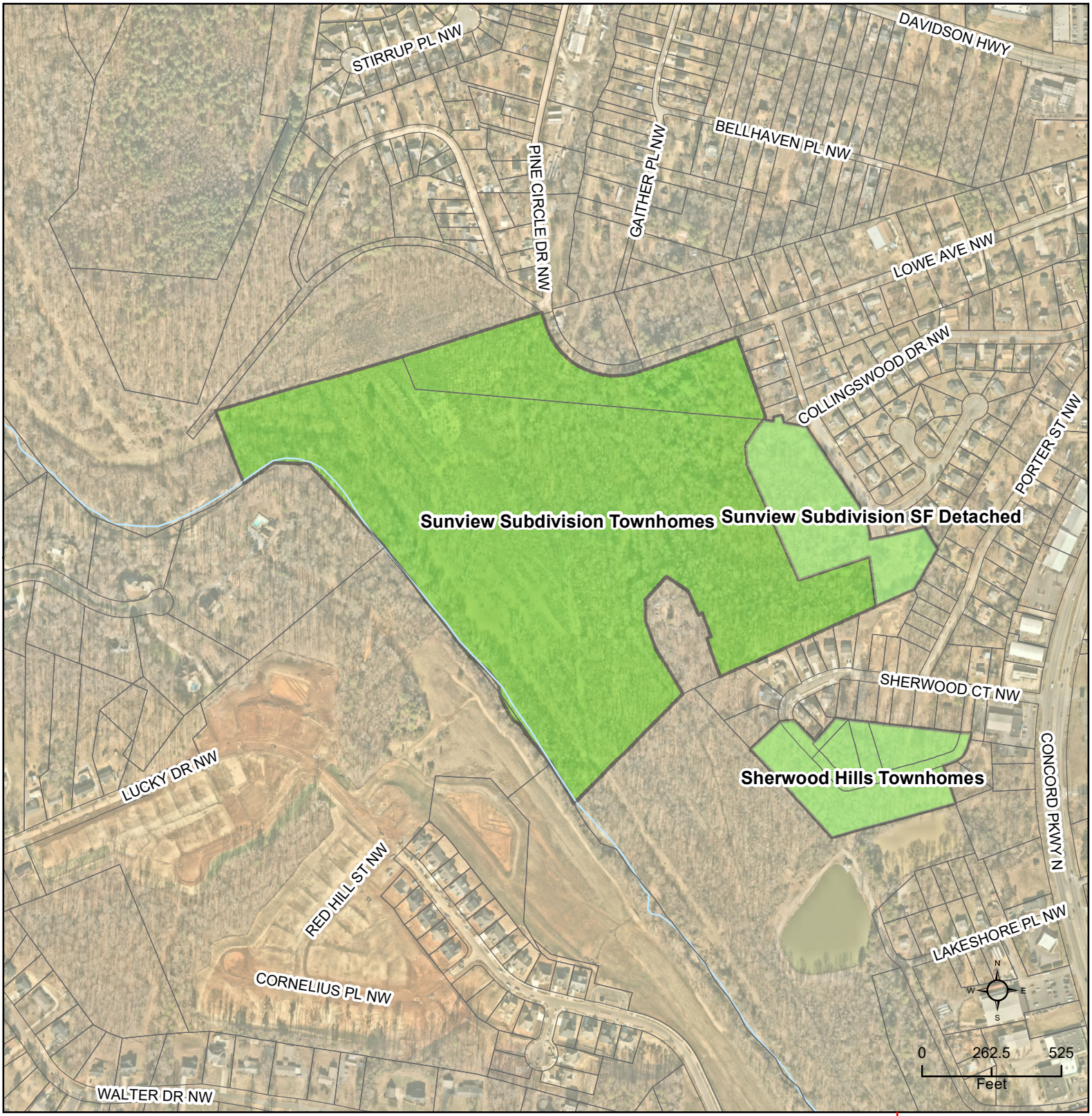
Allocation Request

Total	2024	2025
14,250	7,500	6,750

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

This is a project that has been submitted as a townhome style multi-family project for sewer allocation since July 2022. A preliminary plat was approved for a townhome style subdivision on February 4, 2022, but payment of $400 has not been received yet. The narrative now reflects the desire to restructure the project as 24 single family detached units and 95 townhomes.



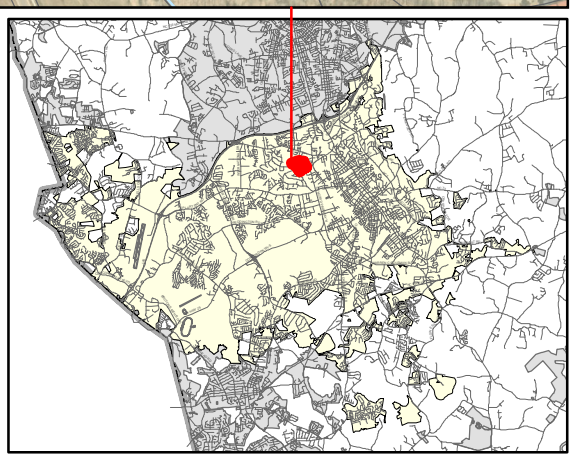
CN-PSA-2024-00107 - Sunview Subdivision Townhomes

Type: Residential SF Attached

95 townhome units

Allocation Request: 14,250

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Sunview Subdivision					
2.)	**Description of project location:**	Site located at 838 Sunview Dr. NW, approximately 150 ft S of intersection of Collingswood Dr. and Sunview Dr. NW, and 1300 ft E of intersection of Collingswood Dr SW and Central Dr NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	**Cabarrus County Parcel Identification Number:**	5611734751 & 5611740201	3a.)	**Parcel Acreage:**	47.940		
4.)	**Site Zoning and use:**	RC, Residential Homes	5.)	**Area Commercial or Industrial Building (sq. ft.)**	0		
6a.)	**Description of Facility to be served.**	Residential Housing	6b.)	**Number of Lots**	119	6c.) **Number of Units**	119
7d.)	**Additional description information:**	Horizontal Mixed Use Single Family Homes & Townhomes					

B. Applicant Information

Chris Robusto , Vice President of Land (Title) (**Name** of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	301 McCullough Drive, Suite 109 (Applicant's Street or Box Number)
Dream Finders Homes (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC, 28262 (Applicant's City, State, Zip Code)
704-574-0316 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Kate Underwood (Name) kate@daylighteng.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	Chris.Robusto@dreamfindershomes.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Kate Underwood , PhD, PE (Typed name of North Carolina Professional Engineer)	Daylight Engineering (Company Name)
033470 (NCPE Registration Number)	P.O Box 1804 (Street or Box Number)
(980) 234-7500 (Phone Number)	Concord, NC, 28026-1804 (City, State, Zip Code)
Kate Underwood, PhD, PE (Name and affiliation of contact person, who can answer questions about **application & designs**)	kate@daylighteng.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☑	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

◉ No

○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 20,550 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Single Family	75 gal/ bedroom * 4 bedrooms	12	GPD 3,600
Single Family	75 gal/ bedroom * 3 bedrooms	12	GPD 2,700
Townhomes	75 gal/ bedroom * 2 bedrooms	95	GPD 14,250
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 20,550

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ JAIRO Roberto (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/22/24

DAYLIGHT ENGINEERING

57 Union Street South
Concord, NC 28025
980.234.7500
daylighteng.com

Dear Mr. Mayor, City Council and Staff,

Dream Finders Homes (formally H+H Homes) is requesting sewer allocation for Sunview, an integrated housing development of single family residential homes and townhomes. This development is tucked in behind the long-established neighborhood of Collingswood Dr off of Central, in the heart of Concord. In support of this request, please note the following considerations:

1. The developer is committed to Concord, and has ***owned the property since January 2021*** (Saphire Straight LLC).
2. Preliminary Plat approval for a 140 unit townhome development was issued February 4th, 2022, as the sewer restrictions were coming into place.
3. Sewer allocation has been ***requested at every opportunity***, including:

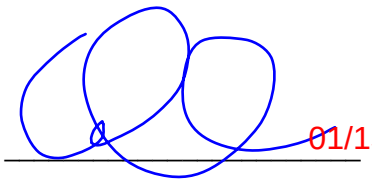
Project Design	City Council Meeting	City Council Results
140 Apartment Townhomes	July 2022	Not Allocated
72 Single Family Residential	September 2022	Not Allocated
72 Single Family Residential	December 2022	Not Allocated
72 Single Family Residential	February 2023	Not Allocated
Horizontal Mixed Use (24 Single Family Residential and 95 Townhomes)	December 2023	Not Allocated
Horizontal Mixed Use (24 Single Family Residential and 95 Townhomes)	March 2023	To Be Determined

4. The site is located ***less than 2.5 miles from City Hall***, nearby to downtown.
5. There is existing sewer running through the development, and water available at the connection points with city streets.
6. Proposed site amenities include a nature trail that traverses the site. Of the 53 acres on-site, ***approximately 33 acres are proposed to remain natural/undeveloped.***
7. This site is designated as ***Urban Neighborhood*** in the Future Land Use Plan. This site meets the intent of the Future Land Use Plan, section 5.2 bullet 4, which specifies that "***infill is most desirable within identified Mixed-Use Activity Centers, Village Centers, and Urban Neighborhoods***"
8. This proposal also meets the ***Future Land Use Plan Objective 1.6 which guides us to "provide a diverse mix and range of housing options"*** through the guidance of providing mixed-density housing through integrated housing types. This project meets the policy and guidance of the Future Land Use Plan through the proposed mixed single family and single family attached horizontal mixed-use approach.

57 Union Street South
Concord, NC 28025
980.234.7500
daylighteng.com

While Dream Finders Homes appreciates the challenges that restricted sewer availability has caused for Cabarrus County and the City of Concord, we would like to respectfully request your consideration and approval of this project in the heart of Concord.

Respectfully,



01/15/2024

Kate Underwood, PhD, PE
Engineer & Partner, Daylight Engineering
M 980.234.7500 | **E** kate@daylighteng.com
57 Union Street South | Concord, NC 28025

TAX PARCEL NUMBER: 5611-73-4751, 5611-74-0201

PARCEL SIZE: 53.526 ACRES
EXISTING ZONING: RC
PROPOSED ZONING: RC
PROPOSED USES: HORIZONTAL MIXED USE SINGLE FAMILY AND TOWNHOMES

EXISTING LOTS: 2
PROPOSED LOTS: 24 SINGLE FAMILY AND 95 TOWNHOMES
(119 TOTAL UNITS)

ZONING REQUIREMENTS:
MAXIMUM DENSITY: 15 DWELLING UNITS/ACRE
PROPOSED DENISTY: 119/53.526 = 2.22 DWELLING UNITS/ACRE
MINIMUM LOT AREA: N/A
MINIMUM LOT WIDTH: N/A
MINIMUM LOT DEPTH: N/A

MINIMUM SETBACKS REQUIRED AND PROVIDED:
FRONT SETBACK (FRONT-LOADED LOTS): 24'
FRONT SETBACK (ALLEY-LOADED LOTS): 20'
SIDE SETBACK: 7'
REAR SETBACK: 5'
CORNER SETBACK: 20'

NOTE: FRONT SETBACK CAN BE REDUCE TO 20' IF GARAGE IS RECESSED 4' FROM FACE OF BUILDING ON FRONT-LOADED LOTS.
NOTE: INTERNAL SIDE SETBACKS NOT REQUIRED FOR SINGLE FAMILY ATTACHED DEVELOPMENTS

FLOOD ZONE AE (FROM FEMA)
PANEL: 3710561100K

0 50.0001 100.0002 Feet

ZONED RM-2
ZONED RC
ZONED RV
Collingswood Drive 30' Public R/W
Collingswood Dri 40' Public R/W
Sun View Drive NW 60' Public R/W
Valley Glen Ct. NW 50' Public R/W
Potter Street NW 40' Public R/W
Lowe Avenue NW 30' Public R/W
Sherwood Ct. NW 40' Public R/W
(LOWE 50' ROW)
PROPOSED 5' SIDEWALK
5' PUBLIC UTILITY EASEMENT
8' STREET YARD
8' TYPE A BUFFER YARD
2'-6" STANDARD CURB & GUTTER (TYP.)
EXISTING PROPERTY LINE
PRIVATE ALLEY B 20'
PRIVATE ALLEY C 20'
PRIVATE ALLEY A 20'
CLEAR SKY LANE 60' ROW
LOGAN LANE 60' ROW
LOGAN LANE 54' ROW
LOGAN LANE 50' ROW
LOWE AVE EXTENSION 60' ROW
SUN VIEW DRIVE NW
70'X10' SIGHT TRIANGLE
25'X25' SIGHT TRAINGLE
1'-6" STANDARD CURB & GUTTER (TYP.)
60' Proposed Access Easement
Intermittent Stream "C"
Wetlands "A"
Aprrox. 100 Year Flood Line Per FEMA
STUB-OUT FOR FUTURE CONNECTION
NATURAL SURFACE NATURE TRAIL
20' VEGETATED SETBACK
CLASS 2 UNDISTURBED STREAM BUFFER
ZONING: RC

LOT 1 0.143 ACRES 6245 SQ. FT.
LOT 2 0.173 ACRES 7543 SQ. FT.
LOT 3 0.245 ACRES 10671 SQ. FT.
LOT 4 0.255 ACRES 11105 SQ. FT.
LOT 5 0.173 ACRES 7538 SQ. FT.
LOT 6 0.149 ACRES 6480 SQ. FT.
LOT 7 0.204 ACRES 8873 SQ. FT.
LOT 8 0.163 ACRES 7113 SQ. FT.
LOT 9 0.149 ACRES 6480 SQ. FT.
LOT 10 0.149 ACRES 6480 SQ. FT.
LOT 11 0.149 ACRES 6480 SQ. FT.
LOT 12 0.149 ACRES 6480 SQ. FT.
LOT 13 0.149 ACRES 6480 SQ. FT.
LOT 14 0.274 ACRES 11946 SQ. FT.
LOT 15 0.212 ACRES 9225 SQ. FT.
LOT 16 0.152 ACRES 6606 SQ. FT.
LOT 17 0.156 ACRES 6801 SQ. FT.
LOT 18 0.140 ACRES 6119 SQ. FT.
LOT 19 0.143 ACRES 6216 SQ. FT.
LOT 20 0.145 ACRES 6315 SQ. FT.
LOT 21 0.149 ACRES 6461 SQ. FT.
LOT 22 0.152 ACRES 6606 SQ. FT.
LOT 23 0.209 ACRES 9099 SQ. FT.
LOT 24 0.222 ACRES 9653 SQ. FT.
0.144 ACRES PASSIVE COMMON OPEN SPACE
0.017 ACRES PASSIVE COMMON OPEN SPACE
0.011 ACRES PASSIVE COMMON OPEN SPACE
0.011 ACRES PASSIVE COMMON OPEN SPACE
0.144 ACRES PASSIVE COMMON OPEN SPACE

NOTE:
LIGHTING TO BE PROVIDED @ INTERSECTION OF SUNVIEW DR. NW & LOGAN LANE

REVISION	DATE	DESCRIPTION

SUNVIEW SUBDIVISION

SITE LAYOUT

838 SUNVIEW DR. NW, CONCORD, NC 28027
DREAM FINDERS HOMES - 301 MCCULLOUGH DRIVE STE. 109, CHARLOTTE, NC 28262
PROJECT NO. 23005
PROJECT MANAGER: NICK BUYSSE, PE

DAYLIGHT ENGINEERING
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234-7500 · WWW.DAYLIGHTENG.COM
NCBELS LICENSE: P-2772

ENGINEERS SEAL

PRELIMINARY NOT FOR CONSTRUCTION
09/27/2023

C200

The **Amber**

2 Bedrooms
2.5 Bathrooms
1,698 - 1,709 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 5/1/2020. Homes built prior to that date may have slight variations.

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H&H HOMES

The **Sunstone**

2 Bedrooms
2.5 Bathrooms
1,511-1840 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 04/01/2020 Homes built prior to that date may have slight variations. Floor plans are the copyrighted property of H&H Homes. ©2020 H&H Homes.

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The **Amber**

2 Bedrooms
2.5 Bathrooms
1,698 - 1,709 sq ft

The specific features in a home may vary from home to home and from one community to another. Square footage and dimensions are estimated and may vary in actual construction. We reserve the right to substitute equipment, material, appliances and brand names with items of equal or higher value at our sole discretion. As we continue to improve our customer satisfaction we occasionally make changes to specific floor plans. This flyer, which is for marketing purposes only, reflects changes made as of 5/1/2020. Homes built prior to that date may have slight variations.

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THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

ELEVATION D

REV. 4/8/20

DREAMFINDERSHOMES.COM
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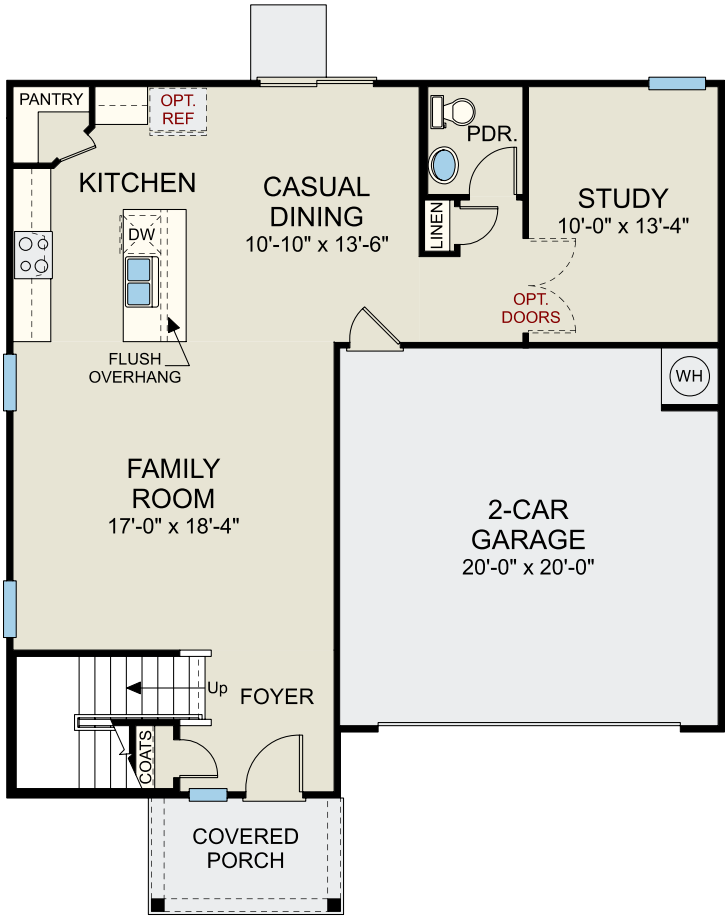
THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



First Floor

REV. 4/8/20

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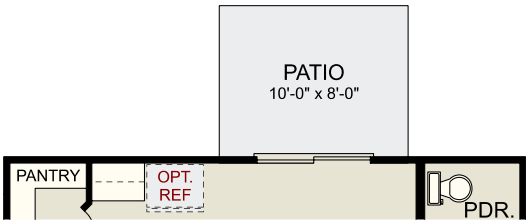
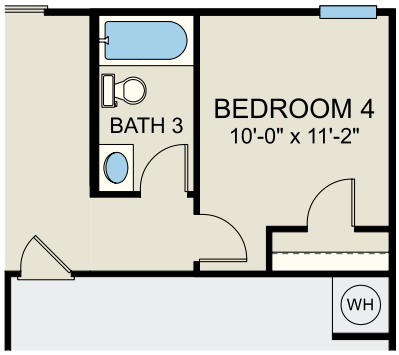
THE WAYFARE

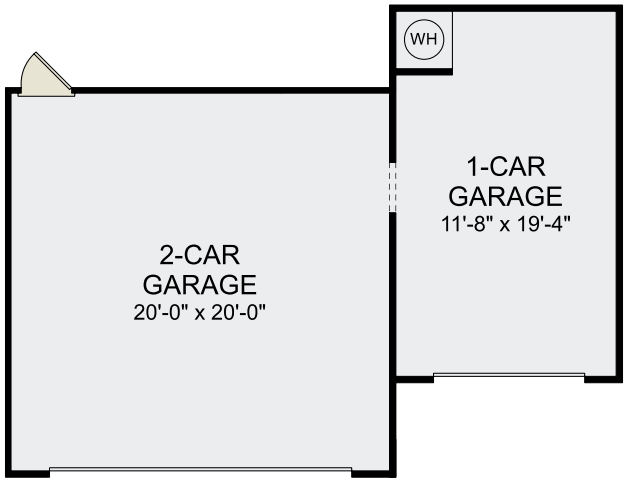
3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



Optional Patio



Optional Bedroom 4 & Bath 3
ILO Study & Powder



Optional
1-Car Garage

First Floor Options

REV. 4/8/20

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THE WAYFARE

3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA

Second Floor

REV. 4/8/20

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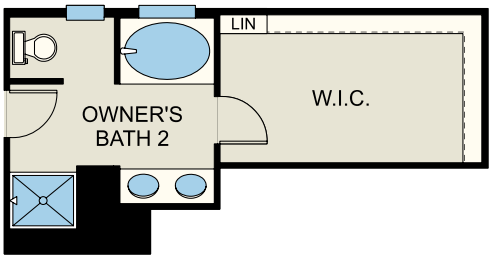
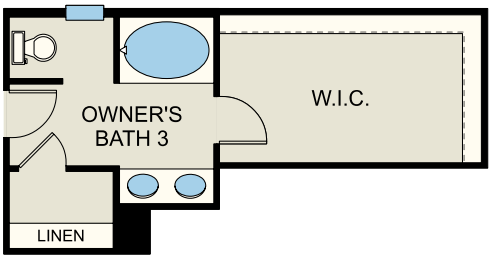
THE WAYFARE

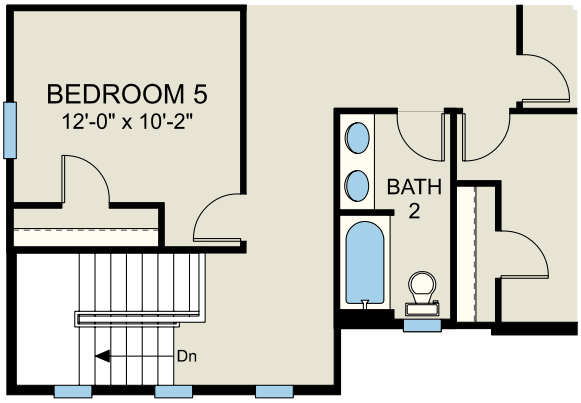
3-5 BEDROOM | 2.5-3 BATH | 2 CAR GARAGE | 2,267 SQ. FT. LIVING AREA



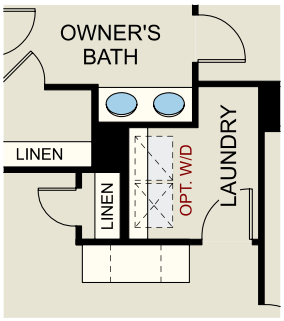
Optional
Owner's Bath 2



Optional
Owner's Bath 3



Optional Bedroom 5 ILO Loft
*Adds Second Vanity to Bath 2



Optional
Tech Center

Second Floor Options

REV. 4/8/20

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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

ELEVATION C

REV. 11/16/18

DREAMFINDERSHOMES.COM
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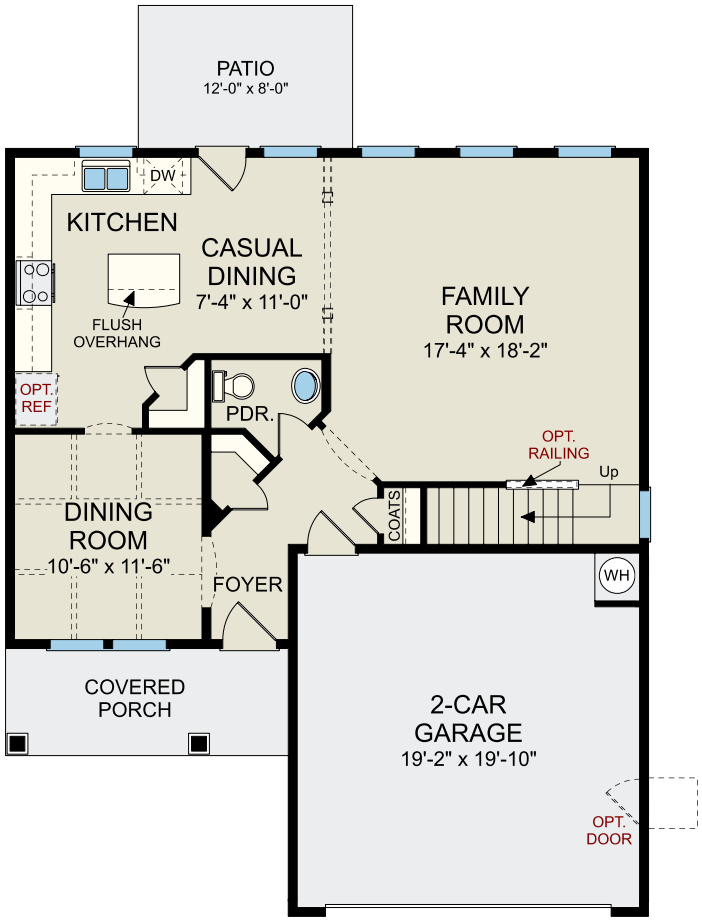
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



First Floor

REV. 11/16/18

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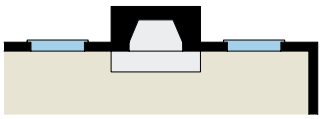
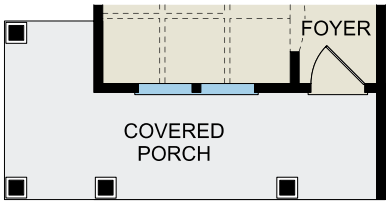
THE CARDINAL

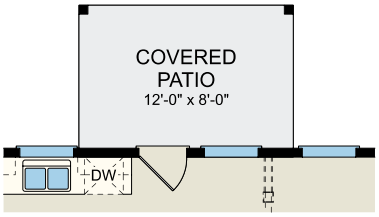
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



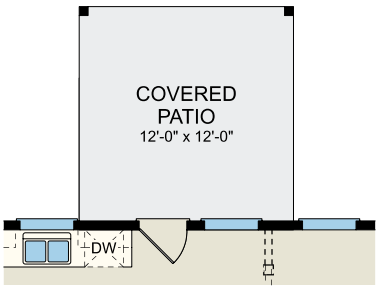
Optional Fireplace at Family Room



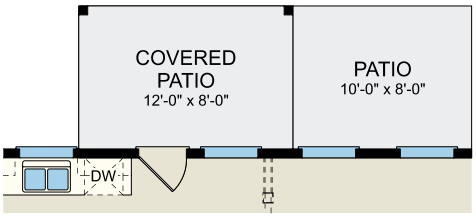
Optional Wrap-Around Porch



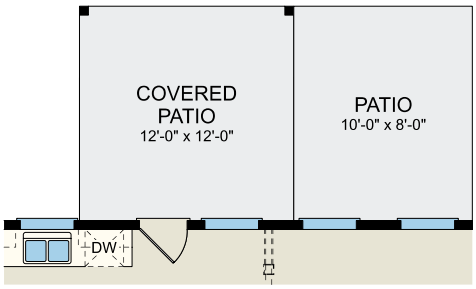
Optional Covered Patio



Optional Extended Covered Patio



Optional Patio w/ Covered Patio



Optional Extended Patio w/ Extended Covered Patio

First Floor Options

REV. 11/16/18

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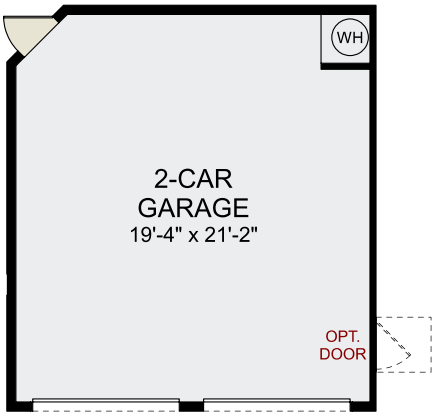
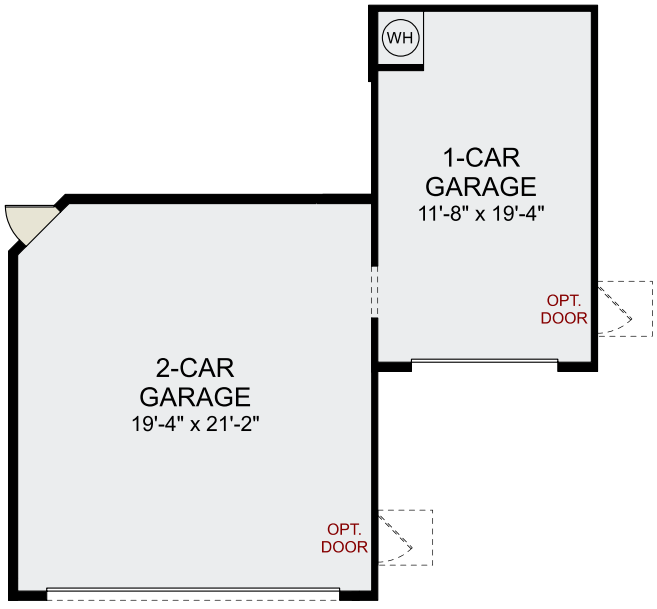
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

Optional
Side Load Garage



Optional
Double Garage Door



Optional
1-Car Garage

First Floor Options (cont.)

REV. 11/16/18

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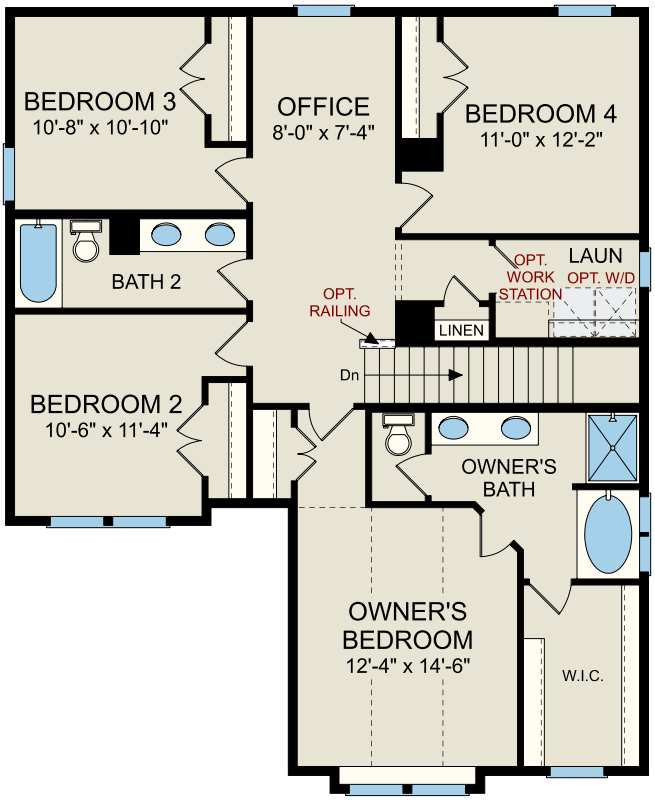
THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Second Floor

REV. 11/16/18

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THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA

ELEVATION A

ELEVATION B

ELEVATION C

REV. 4/1/20

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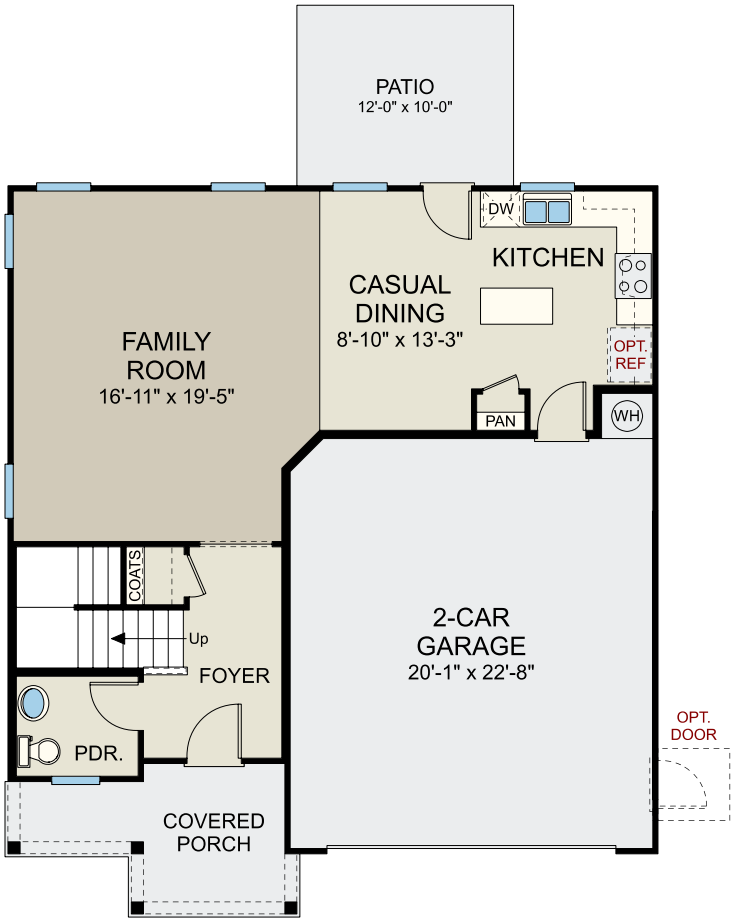
THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA



First Floor

REV. 4/1/20

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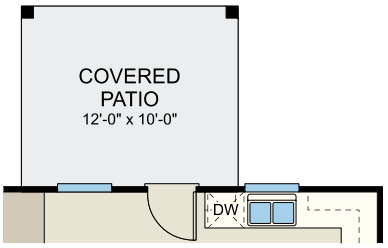
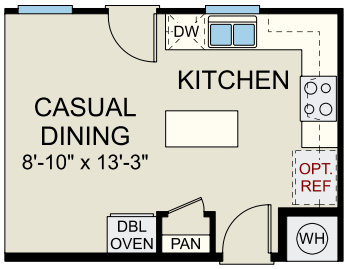
THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA

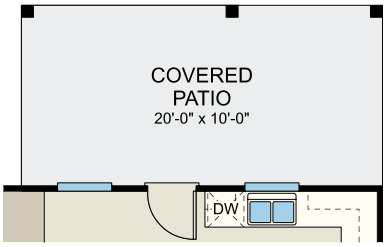
Optional Fireplace at Family Room



Optional Covered Patio

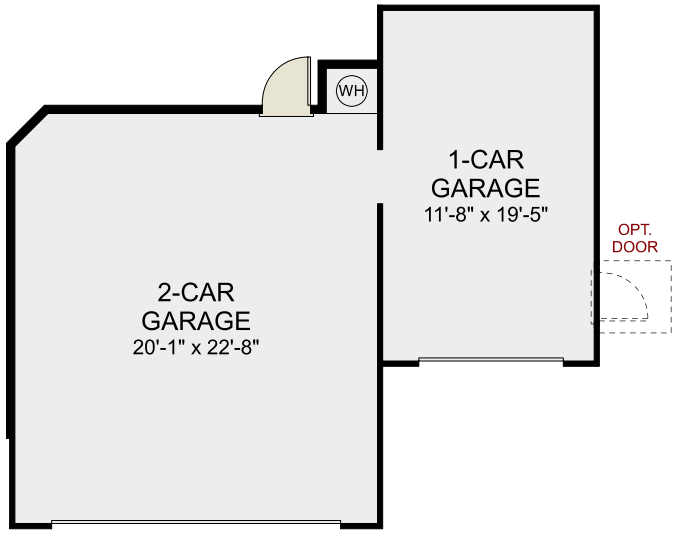


Optional Gourmet Kitchen



Optional Extended Covered Patio

Optional Side Load Garage



Optional 1-Car Garage

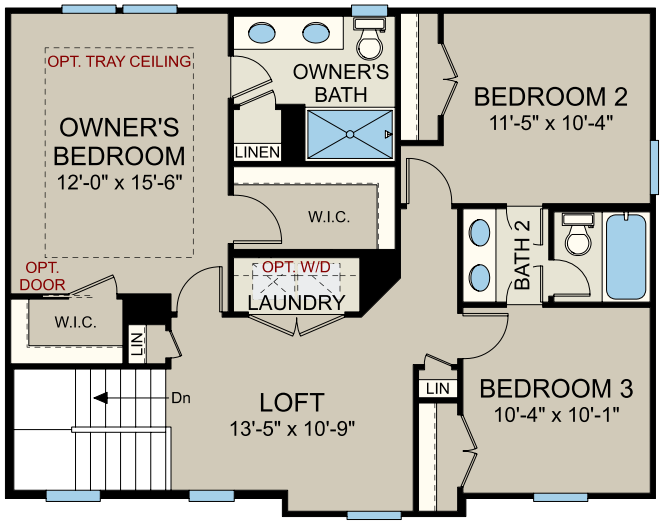
First Floor Options

REV. 4/1/20

DREAMFINDERSHOMES.COM
Site maps, floor plans and elevations are artist's rendering only and are subject to change without notice. Dimensions, plans and specifications are not to scale. Contact your new home sales associate for more details. Dream Finders Homes CBC1252734

THE RIVERBIRCH

3 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 1,712 SQ. FT. LIVING AREA



Second Floor

REV. 4/1/20

DREAMFINDERSHOMES.COM
Site maps, floor plans and elevations are artist's rendering only and are subject to change without notice. Dimensions, plans and specifications are not to scale. Contact your new home sales associate for more details. Dream Finders Homes CBC1252734

Residential: Multi-Family

Cloisters of Concord Addition (CN-PSA-2024-00082)

843 Cloister Ct. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
04/25/2024	No	48 units	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
8,100	8,100

Project Scoring

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

The applicant is requesting sewer allocation for 48 units located at 843 Cloister Ct. NW. The site would need to be rezoned but is an extension of the Cloisters that is existing. This project is considered infill.

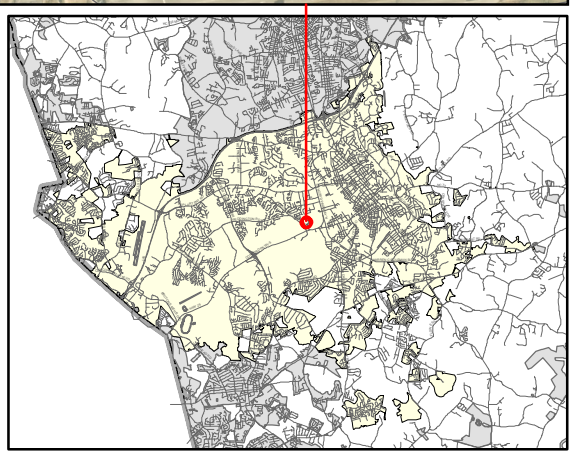
CN-PSA-2024-00082 - Cloisters of Concord Addition

Type: Residential Multifamily

48 multi-family units

Allocation Request: 8,100

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Cloisters of Concord Addition					
2.)	**Description of project location:**	Site located on Rock Hill Church Road (SR-1414), approximately 575 LF NW of the intersection of Rock Hill Church Road (SR-1414) and Concord Parkway South (US-29) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	**Cabarrus County Parcel Identification Number:**	5610737987, 5610738849, 5610739841	3a.)	**Parcel Acreage:**	3.18		
4.)	**Site Zoning and use:**	RC (Currently RM-2)	5.)	**Area Commercial or Industrial Building**	(sq. ft.) 138,520		
6a.)	**Description of Facility to be served.**	Apartment buildings	**6b.) Number of Lots**	N/A	**6c.) Number of Units**	48	
7d.)	**Additional description information:**	The proposed addition includes two three-story apartment buildings on the three parcels.					

B. Applicant Information

Herman E Ratchford Jr President (Title) (Name of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	P.O. Box 4158, Gastonia, NC 28053 (Applicant's Street or Box Number)
Triangle Real Estate of Gastonia, Inc (Name of **Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Gastonia, NC 28053 (Applicant's City, State, Zip Code)
(704) 869-6024 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Jeff Ledford (Name) jeff.ledford@southwoodrealty.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

G. Thomas Jones III (Typed name of North Carolina Professional Engineer)	WGLA Engineering, PLLC (Company Name)
023091 (NCPE Registration Number)	724 5th Avenue West (Street or Box Number)
(828) 687-7177 ext 303 (Phone Number)	Hendersonville, NC 28739 (City, State, Zip Code)
Tom Jones (Name and affiliation of contact person, who can answer questions about **application & designs**)	tjones@wgla.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
- ◉ No
- ○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 8,100 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
- a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
- b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{**Flow rates NOT listed in table 15A NCAC 2T .0114** must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)		No. of Units	Flow	
2-Bedroom Dwelling Unit	150 gal/	Dwelling Unit	36	GPD	5,400
3-Bedroom Dwelling Unit	225 gal/	Dwelling Unit	12	GPD	2,700
	gal/			GPD	
	gal/			GPD	
	gal/			GPD	
	gal/			GPD	
			Total	GPD	8,100

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Herman E Ratchford Jr _____, **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

(Printed Name)

Herman E. Ratchford Jr — Signature:

5/15/24 — Date:

BUILDING #1 SIDE ELEVATION

Cloisters of Concord

Addition

Preliminary Sewer Allocation Application Narrative

724 5th Avenue West
Hendersonville, NC 28739
(828) 687-7177 wgla.com
NC License P-1342

WGLA Engineering

Site Plan

- 3.18 acres
- 48 units = 15 units/acre
- 3-Story Buildings
- 96 parking spaces = 2.0/unit (includes garages)
- Sidewalks
- Playground
- Community Garden
- Adjacent to existing sewer line

NOTES:
ILLUSTRATING BUILDING 2

ELEVATIONS BY:
MILLER ARCHITECTURE
715 NORTH CHURCH STREET, SUITE 140
CHARLOTTE, NC 28202
PHONE: (704)377-8500
PRODUCED: 5-2-19

BUILDING #1 SIDE ELEVATION

BUILDING #1 SIDE ELEVATION

BUILDING #1 REAR ELEVATION

BUILDING #1 FRONT ELEVATION

WGLA
Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

Preliminary Not For Construction

REVISIONS	
DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 5/24/24

BUILDING ELEVATIONS

G-100

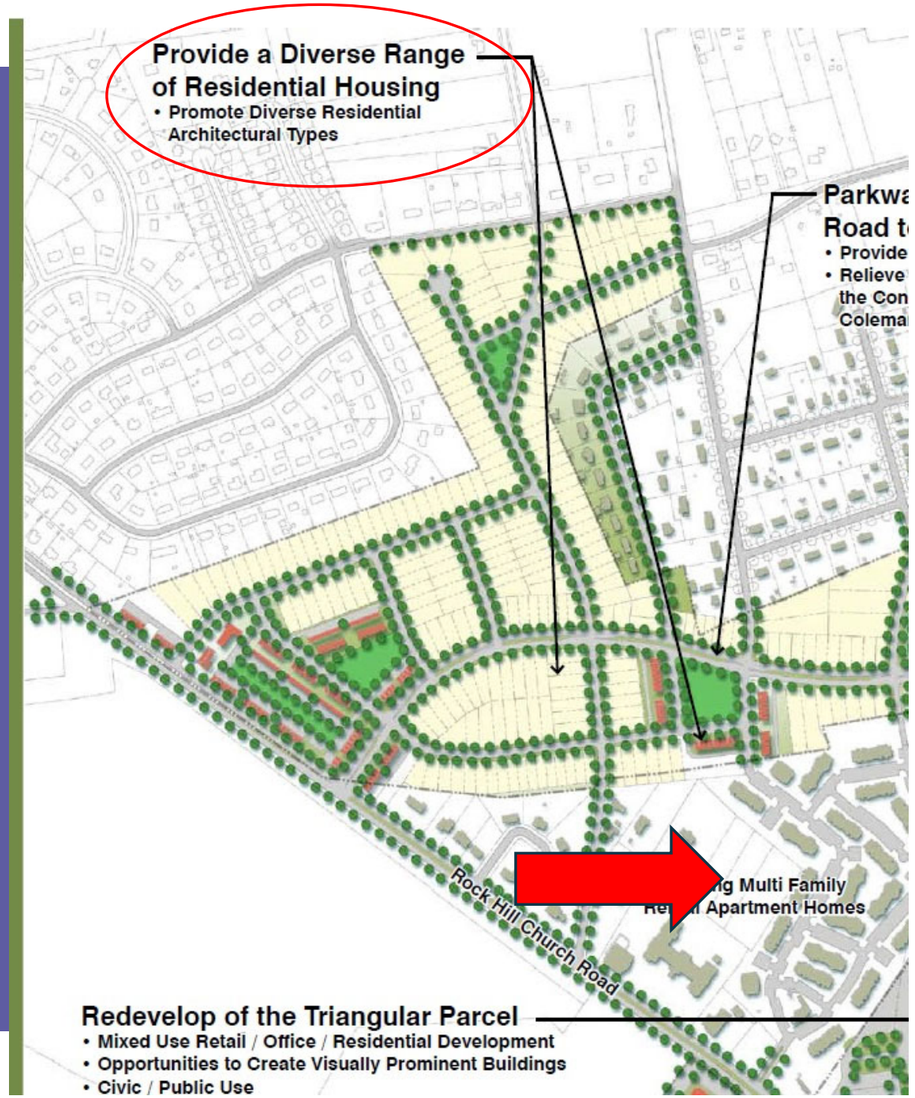
SCALE: NTS

Example Building Elevations

Concord Parkway Small Area Plan (portion of)

The parcels are shown on the Concord 2025 Concord Parkway (US 29) / Warren C. Coleman (US 601) Small Area Plan.

.



3-story apartment buildings with balconies

Provides diverse residential architectural types relative to the neighboring 2-story and single-story residential structures.

Infill project

5 minute walk to bus stop at Route 29 & Rock Hill Road (Purple Route)

Preliminary Sewer Allocation Dashboard

Project Data

- 3.18 Acres
- 48 Units (108 bedrooms)
- 75 gpd/bedroom = 8,100 gallons per day

Features

- Playground
- Sidewalks
- Community Garden
- Energy Star Appliances

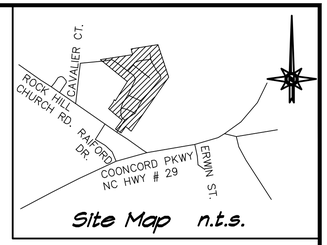
Small Area Plan

- Infill Project
- Parcels appear on Concord Parkway (US 29) Small Area Plan
- Promotes Diverse Residential Architectural Types (3-story buildings)

Residential Prioritization Evaluation

Small Area Plan (+2)

Adjacent to existing sewer line (+1)



CONCEPTUAL PLANS
for
CLOISTERS OF CONCORD ADDITION
CITY OF CONCORD

CABARRUS COUNTY
NORTH CAROLINA

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C-200	CONCEPTUAL SITE PLAN
G-100	BUILDING ELEVATIONS
G-101	BUILDING ELEVATIONS
G-102	BUILDING ELEVATIONS

WGLA Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1230911 THOMAS JONES

Preliminary Not For Construction

REVISIONS

DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 4/11/24

COVER

SCALE: NTS

NORTH

DEVELOPMENT DATA BLOCK

NAME OF PROJECT:
CLOISTERS OF CONCORD

PROJECT ADDRESS:
843 DEVONSHIRE DR NW,
CONCORD, NC 28027

PIN: 5610737987, 5610738848, 5610739841

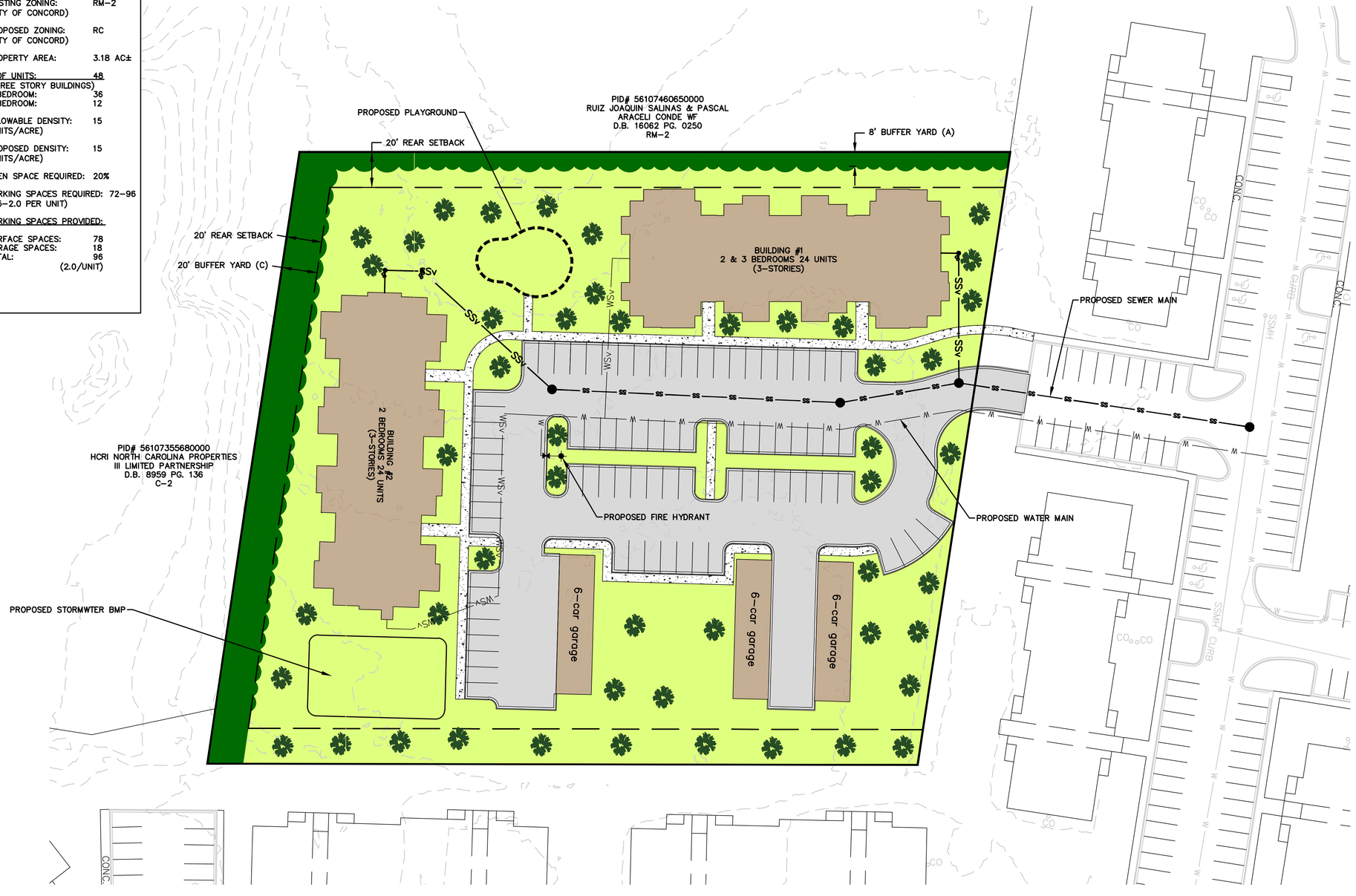
OWNER/DEVELOPER:
SOUTHWOOD REALTY COMPANY
PO BOX 4158
GASTONIA, NC 28054

ENGINEER:
G THOMAS JONES III, P.E.
WGLA ENGINEERING
724 5TH AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177

ARCHITECT:
MILLER ARCHITECTURE
715 N CHURCH SUITE 140,
CHARLOTTE, NC 28202
(704) 377-8500

LAND SURVEYOR:
TANNER AND McCONNAUGHEY PA
1361 E GARRISON BLVD SUITE C,
GASTONIA, NC 28054
(704) 866-8421

EXISTING ZONING: (CITY OF CONCORD)	RM-2
PROPOSED ZONING: (CITY OF CONCORD)	RC
PROPERTY AREA:	3.18 AC±
# OF UNITS:	48
(THREE STORY BUILDINGS)	
2 BEDROOM:	36
3 BEDROOM:	12
ALLOWABLE DENSITY: (UNITS/ACRE)	15
PROPOSED DENSITY: (UNITS/ACRE)	15
OPEN SPACE REQUIRED:	20%
PARKING SPACES REQUIRED: (1.5-2.0 PER UNIT)	72-96
PARKING SPACES PROVIDED:	
SURFACE SPACES:	78
GARAGE SPACES:	18
TOTAL:	96
	(2.0/UNIT)



WGLA Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER G. THOMAS JONES III 025091

Preliminary Not For Construction

REVISIONS	
DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 4/11/24

CONCEPTUAL SITE PLAN

C-200

SCALE: 1"=30'

NOTES:
ILLUSTRATING BUILDING 2

ELEVATIONS BY:
MILLER ARCHITECTURE
715 NORTH CHURCH STREET, SUITE 140
CHARLOTTE, NC 28202
PHONE: (704)377-8500
PRODUCED: 5-2-19

BUILDING #1 SIDE ELEVATION

BUILDING #1 SIDE ELEVATION

BUILDING #1 REAR ELEVATION

BUILDING #1 FRONT ELEVATION

WGLA Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 032081 THOMAS JONES

Preliminary Not For Construction

REVISIONS

DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 4/11/24

BUILDING ELEVATIONS

G-100

SCALE: NTS

NOTES:
ILLUSTRATING BUILDING 3

ELEVATIONS BY:
MILLER ARCHITECTURE
715 NORTH CHURCH STREET, SUITE 140
CHARLOTTE, NC 28202
PHONE: (704)377-8500
PRODUCED: 5-2-19

BUILDING #2 SIDE ELEVATION

BUILDING #2 SIDE ELEVATION

BUILDING #2 REAR ELEVATION

BUILDING #2 FRONT ELEVATION

WGLA Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

Preliminary Not For Construction
CARO
023091
GARRETT THOMAS JONES

REVISIONS

DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 4/11/24

BUILDING ELEVATIONS

G-101

SCALE: NTS

NOTES:
ILLUSTRATING GARAGE BUILDING

ELEVATIONS BY:
MILLER ARCHITECTURE
715 NORTH CHURCH STREET, SUITE 140
CHARLOTTE, NC 28202
PHONE: (704)377-8500
PRODUCED: 5-2-19

SIX CAR GARAGE ELEVATIONS

WGLA Engineering

WGLA ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(828) 687-7177
WGLA.COM
NC LICENSE P-1342

CLOISTERS OF CONCORD ADDITION

CITY OF CONCORD
CABARRUS COUNTY
NORTH CAROLINA

Preliminary Not For Construction

REVISIONS	
DATE	DESCRIPTION

811 Know what's below. Call before you dig.

PROJECT NUMBER: 23197
DATE: 4/11/24

BUILDING ELEVATIONS

G-102

SCALE: NTS

Residential: Multi-Family

579 Old Speedway (CN-PSA-2024-00090)

579 Old Speedway Dr

DRC	Entitled	Units	PRS Routed	Technically Approved
7/08/21	Yes	11 units	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	Yes	No	Yes	No	Yes	No	Yes

Allocation Request

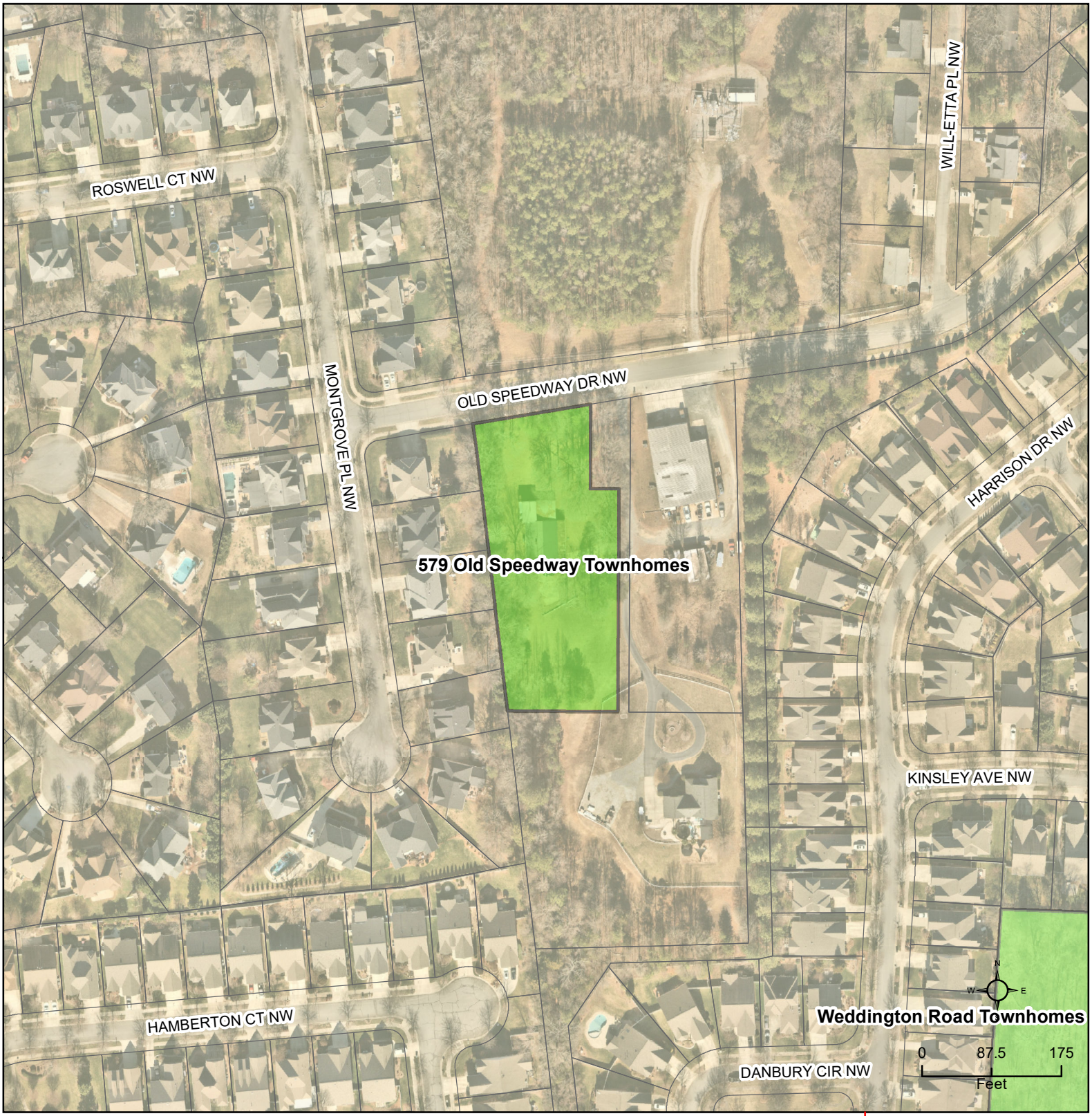
Total	2024
2,475	2,475

Project Scoring

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant is requesting sewer allocation for 11 townhomes at 579 Old Speedway Drive. The site is appropriately zoned for the proposed use, is currently occupied by a single-family residence, and would be an infill project.



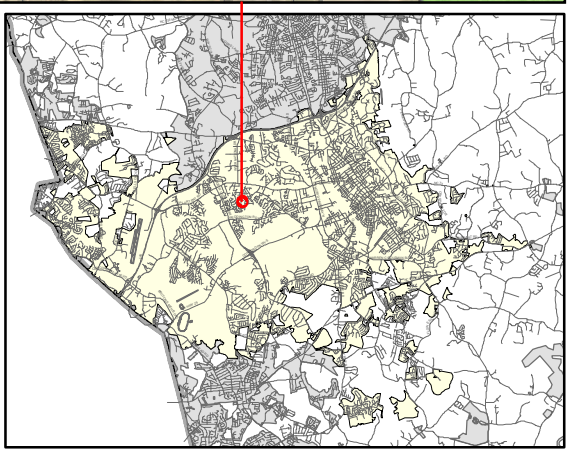
CN-PSA-2024-00090 - 579 Old Speedway Townhomes

Type: Residential Multifamily

11 multi-family units

Allocation Request: 2,475

Developments
Parcels
Rivers
Concord
Cabarrus County



Concord
NORTH CAROLINA

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	579 Old Speedway Townhomes					
2.)	**Description of project location:**	Eleven Townhomes on Old Speedway Dr (250 lf east of intersection of Old Speedway and Montgrove Pl, NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	**Cabarrus County Parcel Identification Number:**	5600768975	3a.)	**Parcel Acreage:**	1.3 Acres		
4.)	**Site Zoning and use:**	RV	5.)	**Area Commercial or Industrial Building**	(sq. ft.)		
6a.)	**Description of Facility to be served.**	11 3-BR Townhomes	6b.) **Number of Lots**	1	6c.) **Number of Units**	11	
7d.)	**Additional description information:**	2 buildings containing 11 townhomes					

B. Applicant Information

Ramak Bakhshoudeh (Title) (Name of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	44 Bonaire Dr (Applicant's Street or Box Number)
Equinox Properties, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings, as applicable.)	Dix Hills, NY 11746 (Applicant's City, State, Zip Code)
516 635 5630 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Ramak Bakhshoudeh (Name) woodhavenoff@hotmail.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	woodhavenoff@hotmail.com (Applicant's Email Address)

* Manager of Carpe Diem Asset Group, LLC, Managing Mmber by & for Equinox Properties, LLC

REQUIRED

Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Paul Campbell (Typed name of North Carolina Professional Engineer)	AWCK (Company Name)
NCPE 018906 (NCPE Registration Number)	120 S. Main St (Street or Box Number)
7049381515 (Phone Number)	Kannapolis, NC 28082 (City, State, Zip Code)
Paul Campbell (Name and affiliation of contact person, who can answer questions about **application & designs**)	pcampbell@awck.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

(X) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** ~~2640~~ 2475 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
3 BR Townhome	~~80~~ 75 gal/ BR	33	GPD ~~2640~~ 2475
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD ~~2640~~ 2475

NORTH CAROLINA PROFESSIONAL SEAL 14883 ENGINEER R. DALE FINK

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Ramak Bakhshoudeh (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 01/21/2022

OPERATING AGREEMENT

FOR

EQUINOX PROPERTIES LLC

A North Carolina Limited-Liability Company

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OPERATING AGREEMENT FOR
EQUINOX PROPERTIES LLC
A North Carolina Limited Liability Company

This Operating Agreement (the "Agreement") is effective as of the date the Articles of Organization for **"EQUINOX PROPERTIES LLC",** a North Carolina Limited Liability Company, were filed and recorded with the North Carolina Secretary of State. This Agreement is entered into between those individuals who have subscribed for membership interests as evidenced by their signatures on this Agreement (hereinafter collectively referred to as the “Members”.)

The Members have formed a Limited-Liability Company (the "Company") pursuant to the Limited Liability Company Act of this state and to be governed accordingly to the terms and conditions as hereinafter set forth.

1. NAME.

The name of the Company shall be: **"EQUINOX PROPERTIES LLC"**, a North Carolina Limited Liability Company.

2. DEFINITIONS.

Definitions for certain terms, words and phrases used in this Agreement are as follows:

2.1 "Agreement" or "Operating Agreement" means this Operating Agreement dated, as amended from time to time with the written consent of all of its Members.

2.2 "Articles of Organization" or "Articles" means the Articles of Organization of **"EQUINOX PROPERTIES LLC"**, as amended from time to time.

2.3 "Board of Managers" shall mean collectively all of the managing Members of the Company.

2.4 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

2.5 "Company" shall mean **"EQUINOX PROPERTIES LLC".**

2.6 "Interest Holder" means the holder of any interest of membership interest in the Company upon the transfer of membership interest without the transferee being admitted to the Company as a Member.

2.7 "Limited Liability Company Act" shall mean the Limited Liability Company Act of this state, as amended, or any corresponding applicable provisions of succeeding law.

2.8 "Manager" means the Member, Members, or non-Member(s) who are referred to as the Manager in Section 6 hereof as the member-managed or manager-managed Manager, or any successor or successors.

2.9 "Member" means any holder of a membership interest in the Company who has become a Member pursuant to the terms of this Agreement, and as set forth in the first section of this Agreement.

2.10 "Membership Interest" or "Interest" shall mean the respective right of a Member or Interest Holder to an allocated share of the economic benefits of the Company, including net profits, net losses, and distributions, and with respect to Members, the right to vote on matters as to which the Operating Agreement requires or permits Members to vote. Members or Interest Holders shall not be responsible for any debts or liabilities of the Company.

2.11 "Net Cash Flow" means the income of the Company reduced by any payments made by the Company. Both determined on the cash basis.

2.12 "Net Losses" means the net loss of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

2.13 "Net Profits" means the net income of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

2.14 "Partnership Representative" pursuant to Code Section 6223 shall mean **Ramak Bakhshoudeh** or any Partner or other person with a substantial presence in the United States designated by the Manager.

2.15 "Person(s)" shall mean any individual, corporation, partnership, limited liability company, trust or other business entity.

2.16 "Property" means any real or personal property in which the Company has any right, title or interest.

2.17 "Regulations" shall mean the regulations issued by the U.S. Treasury Department under the Code.

2.18 "Simple Majority" shall mean the aggregate of Membership Interests exceeding 50% of all membership interests entitled to vote.

2.19 "Substitute Member" means any transferee who, in addition to the rights of an assignee, shall be admitted as a Member with all rights and obligations pertaining thereto.

2.20 "Transferee" means a person to which a transferring Member sells, transfers, encumbers, assigns or otherwise disposes of all or any part of the Member's interest in the Company.

2.21 "Transferring Member" means a Member who voluntarily sells, transfers, encumbers, assigns or otherwise disposes of all or any part of the Member's interest in the Company to any person.

3. PRINCIPAL OFFICE/REGISTERED OFFICE/TAXATION.

3.1 Principal Office.

The principal office of the Company in the State of North Carolina shall be located at:

4030 Wake Forest Road, Ste. 349
Raleigh, NC 27609

The Company may have such other offices, either within or without the State of North Carolina, as the Manager may designate or as the business of the Company may from time to time require.

3.2 Registered Office.

The agent for service of process in the State of North Carolina and the address of the registered office of the Company shall be:

Registered Agents Inc.
4030 Wake Forest Road, Ste. 349
Raleigh, NC 27609

The registered office and agent may be changed from time to time by action of the Manager and by filing the prescribed form with the North Carolina Secretary of State.

3.3 Taxation.

3.3.1 Under federal taxation Law and, to the fullest extent possible, state taxation Law, the Company and its Members shall unanimously elect to be taxed as a partnership unless the Members shall unanimously elect to be taxed as a C corporation, S corporation, disregarded entity or other available means. The Company's tax filing status shall be set forth in the Schedule B and the

Manager shall be responsible for carrying out all necessary governmental filings to secure such status.

3.3.2 The annual accounting period for financial and tax purposes shall be a calendar year, as set forth in Schedule B. The Members, by a unanimous vote, may amend the annual accounting period.

3.3.3 In order to calculate its taxable income, the Company shall use the cash/accrual value of accounting as set forth in Schedule B. The Members, by unanimous vote, may amend the method of accounting used by the Company.

4. PURPOSES, POWERS AND SPECULATIVE NATURE OF BUSINESS.

4.1 Purpose.

The Company is principally organized for such lawful purposes as the Members may from time to time authorize as permitted under the Limited Liability Act. The specific purposes of the Company are to hold and manage investments.

4.2 Powers.

The Company shall have all the powers granted to a Limited Liability Company under the laws of the State of North Carolina.

4.3 Nature of Business.

The Members herein acknowledge and agree that the business the Company intends to engage in is speculative in nature and that no guarantees can be made as to future success and/or returns.

5. TERM/CONTINUING OBLIGATIONS/COMPANY A PARTY.

5.1 Term.

The Company shall commence its existence on the date its Articles of Organization are endorsed by the North Carolina Secretary of State and shall only terminate when dissolved as provided in this Agreement, the Articles of Organization, or by statute.

5.2 Continuing Obligations.

This Operating Agreement is an executory and ongoing contract with continuing obligations. The Manager may require the Members to contribute $200 per year, assessed according to their ownership interests. Any assessment above $200 per year shall require a simple majority vote of the Members.

5.3 Company A Party To This Agreement.

Upon the Company's formation, the Company Manager shall sign this Operating Agreement on behalf of the Company and the Company, at such time, shall become a party to this Operating Agreement.

6. MANAGEMENT.

6.1 Manager.

The Company shall be Member managed, and shall be managed by a Board of Managers composed of Members of the Company, and shall be referred to herein as the Managing Member or Board of Managers. The authorized number of Managing Members of this Company shall not be less than one (1) or more than three (3). The initial number of Managing Members shall be one (1) and shall be CARPE DIEM ASSET GROUP, LLC. Henceforth, every reference to Manager shall refer to the Managing Member.

6.2 Election and Term of Manager.

6.2.1 At each annual meeting of the Members, the Manager shall be elected by the Members holding a majority of the Member votes to hold office until the next annual meeting. Each Manager shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such Manager. If a Manager should die or become legally incapacitated as determined by a court of competent jurisdiction or by written opinion of two (2) physicians licensed in the incapacitated Manager's state of residence, then the successor trustee/personal representative of the deceased or incapacitated Manager shall become a Manager in his place. If the successor trustee/personal representative of the deceased or incapacitated Manager is not the spouse of that Manager, then the successor trustee/personal representative of the deceased or incapacitated Manager may only become a Co-Manager upon unanimous written consent of the other Manager(s).

6.2.2 The death, resignation or removal of a trustee of a revocable trust of a Member shall not be considered an event which creates a vacancy in the position of Manager or Co-Manager, except as set forth in 6.2.1, as long as the pertinent revocable trust agreement provides for a successor trustee or a means of selecting a successor trustee of that trust.

6.2.3 A Manager may resign as Manager upon giving thirty (30) days' written notice to each Member. The Manager shall have no liability to the Company or to the other Members for any such resignation, except as otherwise provided in this Agreement. Such resignation shall not absolve the Manager from any liabilities arising before the resignation.

6.2.4 Any vacancy in the office of Manager shall be filled by the affirmative vote of Members holding a majority of Member votes.

6.3 Removal of Manager

Any Manager may be removed from office without cause by a unanimous vote of the Members.

6.4 General Obligations.

The Manager shall cause to be filed original or amended documents and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of North Carolina and any other states or jurisdictions in which the Company engages in business and, if required by law, shall execute and cause to be recorded appropriate original or amended documents in each county in each such other state in which the Company owns real property. Unless the Code or Regulations require otherwise, and subject to the authority of the Partnership Representative, an individual manager appointed by the Board of Managers shall serve as the Tax Matters Manager with regard to all matters involving taxation, except for audits requiring the services of the Partnership Representative. The Manager shall use reasonable efforts to inform the Members on a current basis, concerning the internal affairs of the Company and the condition of its business.

6.5 General Authority.

Subject to the provisions of Sections 6.8 and 6.9, the Manager shall have complete and exclusive control over the management of the business and affairs of the Company. If there is a Board of Managers or multiple persons within a company designated as the Manager having control over management of the business of the Company, the rights and powers of the Manager shall be exercised among them as they may agree among themselves, but in the absence of such an agreement or in the event of deadlock or other lack of decision pursuant to such agreement, they shall be bound by the unanimous vote of the Members. Notwithstanding the above, all leases of Property, for whatever duration, must be approved by the Manager. Except as provided in Sections 6.8 and 6.9 hereof, the Members shall have no right to participate in the management or control of the business and affairs of the Company, and shall have only the voting rights specifically set forth in this Agreement or as otherwise required and not subject to waiver under the Limited Liability Act.. In addition to this general management authority, the Manager shall have the following specific rights, subject to compliance with the other provisions of this Agreement:

6.5.1 To contract to lease any of the Company's property or any portion thereof or any interest therein provided, however, that any lease which extends beyond the term of the Company, if any, must be approved by a unanimous vote of the Members;

6.5.2 To acquire and purchase real and personal property and long-term securities, However, any such purchase which shall utilize over fifty percent (50%) of the Company's assets, shall be approved by a unanimous vote of the Members;

6.5.3 To operate, manage, and collect income from any property owned or leased by the Company in accordance with this Agreement;

6.5.4 To borrow money from banks, other third-party lenders or the Members on terms and conditions which the Manager deems reasonable, and to pledge, mortgage and grant security interests or deeds of trust in or on any property owned by the Company as security for the payment of indebtedness authorized by this Agreement;

6.5.5 To mortgage, pledge, hypothecate, or authorize or grant any security interest to, lien in or on Company property other than to secure repayment of indebtedness authorized by this Agreement;

6.5.6 To make any reasonable expenditures for the organization, operation and conduct of the business and affairs of the Company and to negotiate, execute, acknowledge, file, record, deliver and perform any agreements and instruments considered necessary or appropriate by the Manager for the conduct of the Company business and affairs in accordance with this Agreement or for the implementation of the powers granted under this Agreement;

6.5.7 To prepay, modify, amend, renew, or extend any authorized Company indebtedness;

6.5.8 Subject to the obligations of the Partnership Representative, to make any and all elections for federal, state and local tax purposes including any election, if permitted by applicable law, to adjust the basis of property pursuant to Sections 754, 734(b) and 743(b) of the Code or successor statutes, or comparable provisions of state or local law, in connection with transfers of any membership interest in the Company and Company distributions;

6.5.9 To invest Company funds in commercial paper, government securities, certificates of deposit, time deposits, banker's acceptances, money market funds, or similar investments having a maturity generally considered to be short term;

6.5.10 To employ or engage and compensate persons to assist in the operation and maintenance of the Company and its property and to perform the Company's administrative services, accounting services, independent auditing services, legal services, and other reasonably necessary services for the benefit of the Company;

6.5.11 To pay all organization expenses incurred in the creation of the Company;

6.5.12 To file or record any amendments to the Agreement or other forms required by the North Carolina Secretary of State for the operation of the Company, pursuant to the Limited Liability Act;

6.5.13 To distribute profits. There is no requirement to distribute profits. If the Manager, in its sole discretion, shall refuse to distribute profits, each Member or transferee shall be responsible for the payment of any income taxes on such earnings;

6.5.14 To make and to enter into such agreements and contracts with such parties and to give such receipts, releases, and discharges with respect to any and all of the foregoing and any matters incident thereto as the Manager may deem advisable or appropriate;

6.5.15 To make such classifications, determinations and allocations as the Manager may deem advisable, having due regard for any relevant generally accepted accounting principles;

6.5.16 To take such other action and to perform such other acts as may be deemed appropriate to carry out the business and affairs of the Company.

6.6 Scope of Duties.

6.6.1 Subject to Section 6.13, a Manager shall not be required to devote full time to the business or affairs of the Company, but shall devote the time reasonably necessary to perform the duties of the Manager under this Agreement and to prudently manage and operate the Company's business and properties.

6.6.2 A Manager shall use their best efforts to protect the limited liability of the Members and Manager in their capacity as Members and Manager. These measures shall include the following:

(a) Use of Company name

The Manager shall ensure that the words “Company”, "Co.", "Limited Liability Company" or "LLC" appears after the name of the Company in all Company stationery, checks, business cards, invoices, advertisements and other media containing the name of the Company and likely to be read, seen or heard by third parties. The Manager herein acknowledges the importance of entity notice in preventing a piercing of the LLC veil of protection.

(b) Separate books and accounts; No commingling

The Manager shall ensure:

(1) That the books and accounts of the Company are maintained separately from those of any Member or Manager;

(2) That there is no commingling of the assets of the Company with those of any Member or Manager; and

(3) That no Member borrows money or other assets from the Company, or lends money or other assets to it, except on the basis of reasonable documentation and arm’s-length terms.

(c) Adequate capitalization

The Manager shall use their best efforts to ensure that the Company’s cash and other assets, cash flow, insurance and other financial resources are sufficient to enable it to meet its reasonably foreseeable liabilities when due.

(d) Signing of agreements; Dealings with others

In signing any agreement or other document on behalf of the Company, Manager shall expressly identify himself as Manager. In dealings with third parties on behalf of the Company, Manager shall identify the Company as the party on whose behalf they act and shall identify themselves as Manager of the Company.

(e) No misleading of third parties

Manager shall use their best efforts to ensure that no third party is misled into believing that any Member or Manager is personally liable for any Company obligation.

6.7 Limitation of Liability and Indemnification of Managers.

6.7.1 The Manager shall not be personally liable for the return of any capital contribution of any Member or for any profits thereon, and any return of capital or profits shall be made, if at all, solely from the assets and business of the Company;

6.7.2 Except as otherwise provided herein, the Manager shall not be liable to the Company or the Members or other Interest Holders for any act or omission in connection with the business or affairs of the Company so long as the Manager against whom liability is asserted acted in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of authority under this Agreement and in the best interests of the Company, unless such act or omission constitutes gross negligence, intentional misconduct, fraud, or knowing violation of law;

6.7.3 To the extent not otherwise covered by liability insurance, the satisfaction of the indemnity obligations of the Company under Section 6.7 of this Agreement shall be from and limited to the assets of the Company, and no Member or other Interest Holder shall have any personal liability for satisfaction of such indemnity obligations, other than the separate personal guarantees made by one or more of the Members. In the event a final determination is made by a court or pursuant to the arbitration provisions of this Agreement that the Company is not obligated for any amounts previously paid to it or on behalf of any Manager, the Manager shall refund that amount within thirty (30) days of the final court determination;

6.7.4 In the event there is more than one Manager at the time any alleged liability arises under this Agreement or in favor of any Member or other Interest Holders against the Managers, the liability of each Manager shall be joint and several. Multiple Managers shall have the right separately to agree upon indemnification and contribution obligations among themselves;

6.7.5 The Company or its successor, trustee or receiver shall indemnify, defend and hold harmless the Manager against all claims, demands, actions, losses, liabilities, damages, costs and expenses, which after the date of this Agreement arise out of the Company or its business or affairs, including reasonable attorneys' fees incurred in defending all such matters. However, this indemnification shall apply only if the Manager against whom a claim, action or demand is asserted has acted in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of authority under this Agreement and in the best interests of the Company, and only if the act or omission underlying the claim, action or demand did not constitute gross negligence, intentional misconduct, fraud, or a knowing violation of law.

6.8 Binding Authority.

The signature of the Manager shall be sufficient to bind the Company to any agreement or on any document or instrument. In the event there is more than one person serving as Manager, the signature of any one Manager shall be sufficient to bind the Company to any agreement or on any document or instrument. Each Member and other Interest holder agrees not to assert any claim to the effect that execution or performance of any such instrument or document breached this Agreement of the duties of the Manager, against any person dealing with the Manager in good faith and without actual notice of the asserted claim at the time of the delivery of the instrument or document; provided, however, that this Section 6.8 shall not be construed to limit any recourse by any Member against the Manager. Any person dealing with the Company may rely upon a certificate signed by the Manager or, in the event of multiple Managers, any of the Managers, as to (a) the identity of any Member, (b) any fact relevant to the Company and (c) the due authority of the person purporting to act on behalf of the Company.

6.9 Vote Restrictions on Manager Authority.

Without the unanimous vote or written consent of all the Members, no Manager shall, on behalf of the Company, directly or indirectly;

6.9.1 Do any act in contravention of this Agreement, as amended from time to time;

6.9.2 Do any act which would make it impossible to carry on the ordinary business of the Company, provided that actions of the Manager in accordance with the purposes of the Company or rights and powers granted under this Agreement shall not be considered to breach this clause;

6.9.3 Confess any judgment or settle any claims asserted against the Company;

6.9.4 Possess Company property, or assign rights in any Company property, for other than a Company purpose;

6.9.5 Knowingly perform any act that would subject any Member to liability as a General Partner of a partnership in any jurisdiction;

6.9.6 Commingle funds of the Company with funds of any other person;

6.9.7 Lend to any person any of the cash funds or other Company property;

6.9.8 Borrow funds from any Manager or Member;

6.9.9 Mortgage, pledge, hypothecate or authorize or grant any security interest to, lien in or on Company property for the purpose of securing repayment of the personal indebtedness of any of the Members;

6.9.10 Purchase or lease Company property from the Company or sell or lease property to the Company;

6.9.11 Guarantee the indebtedness of any person or cause, suffer or permit any Company property to secure or become collateral for any indebtedness of any person other than the Company;

6.9.12 Amend the number of Managers set forth in Section 6.1 of this Agreement;

6.9.13 Unless such Manager has been appointed as the Partnership Representative for the Company, as provided herein, extend the statute of limitations for assessment of tax deficiencies against the Company and/or its Members with respect to adjustments to the Company's federal, state or local tax returns;

6.9.14 Unless such Manager has been appointed as the Partnership Representative for the Company, as provided herein, represent the Company, the Members or Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company, the Members and any Interest Holders in their capacities as such, or to execute any agreement or other documents relating to or affecting tax matters, including agreements or other documents that bind the Members and Interest Holders with respect to tax matters or otherwise affect the rights of the Company, Members and Interest Holders;

6.9.15 Prosecute or defend claims by or against the Company or affecting title to Company property, and, unless such Manager has been appointed as the Partnership Representative for the Company, to contest any determination by the Internal Revenue Service or any state or local taxing authority as to any matters affecting the Company, any Members or Interest Holders;

6.9.16 Admit a new Member to the Company;

6.9.17 Do any act in contravention of this Agreement or which would make it impossible or unreasonably burdensome to carry on the business of the Company.

6.9.18 Purchase or sell any Company asset.

Notwithstanding the above, the Manager shall have the right to take such actions as the Manager, in the Manager's reasonable judgment, deems necessary for the protection of life or health or the preservation of Company assets if, under emergency circumstances, in the good faith estimation of the Manager, there is

insufficient time to allow the Manager to obtain the approval of the Members to such action and any delay would materially increase the risk to life or health or preservation of assets. The Manager shall notify the Members of each such action contemporaneously therewith or as soon as reasonably practicable thereafter. Such authority shall lapse and terminate upon reduction of such risk to life or health or preservation of assets or upon receipt by the Manager of telephone, telegraphic or written notice from any Member of such Member's disapproval of any or all of the proposed actions.

6.10. Insurance.

At all times that the Company owns real property or remains in operation, to cause the Company to obtain and maintain fire and other casualty, rental income or interruption, general liability, workers compensation, automobile and other insurance, as well as liability insurance for its Manager and Members, in such amounts and from insurers customarily required or acceptable for these purposes.

6.11 Contingency Reserve Fund.

The Manager may open and maintain a separate general operating account with a bank, in the name of the Company, to the extent funds are available from the net profits of the Company. This fund shall be maintained to provide a contingency account for minor operational emergencies and shall be utilized at the sole discretion of the Manager. All withdrawals from said fund are to be made upon checks signed by the Manager or all of the Members of the Board of Managers, as the case may be, or such other person as the Manager shall agree to in writing.

6.12 Independent Activities.

The Members hereby acknowledge and agree that each Member or Manager may engage in any activity whatsoever (as an owner, employee, consultant or otherwise), whether or not such activity competes with or is enhanced by the Company’s business and affairs.

6.13 Time Devoted to Business.

No Manager shall be required to devote all of such Manager's time to the business, unless otherwise obligated to do so pursuant to a separate written Employment Agreement with the Company.

6.14 Presumption of Assent.

If at any time there shall be more than one Manager, a Manager of the Company who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action taken unless such Manager's dissent shall be entered into the minutes of the meeting or unless such Manager shall file its written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

6.15 Manager Representation.

A Manager, in the course of representing and managing the Company, may use the title “Manager” or such other title or titles (including, without limitation, the title “President” or “Chief Executive Officer”) as the Members may determine from time to time by affirmative vote of Members holding a majority of Member votes.

7. COMPENSATION AND EXPENSES OF MANAGER.

7.1.1 The Manager and any officers or employees of the Company, where applicable, shall be reasonably compensated by the Company according to the Manager's business judgment for their management services, unless otherwise agreed by the unanimous vote of the Members. The Company will reimburse the Manager for all reasonably necessary expenses incurred for the account of the Company, including travel and other costs incurred by the Manager in connection with the

performance of management obligations.

7.1.2 As part of this Agreement, the Company requires that each Member and/or Manager pay for his or her own expenses when conducting business for the Company out of his or her own funds when the Company is not solvent. These expenses will then be allowed as UPE (Unreimbursed Personal Expenses) on the Member's and/or Manager's federal and state income tax return.

8. RIGHTS AND RESTRICTIONS OF MEMBERS.

8.1 Purpose of Restrictions.

In this Operating Agreement there are certain restrictions on a Member and a Manager's authority and ability to sell and transfer membership interests. Said restrictions are not intended as a penalty but rather are included to preserve and protect the Company's capital and management relationships to the benefit of all Members and Managers.

8.2 Restrictions on Members.

No Member, in the capacity as such, shall do any of the following without the express written consent or vote of all Members:

8.2.1 Borrow or lend money on behalf of the Company;

8.2.2 Borrow money from the Company;

8.2.3 Lend money to the Company;

8.2.4 Purport to or sell, mortgage, lease, or otherwise dispose of or encumber property of the Company;

8.2.5 Sell, assign, pledge or mortgage a Member's Interest in the Company, except as otherwise provided in Section 8.4 and 15;

8.2.6 Purchase any real estate or equipment on behalf of the Company;

8.2.7 Exercise or represent to any third party that such Member has the right to exercise any of the powers of the Manager described in this Agreement.

8.3 Admission of New Members.

New Members may be admitted to the Company only upon the written consent of all of the existing Members.

8.4 Dissociation of Members.

8.4.1 Termination of Membership. A Member ceases to be a Member of the LLC upon the occurrence of one or more of the following events:

(a) The Member withdraws by giving 30 days' written notice to the LLC. A withdrawal by a Member will not be considered a breach of the Certificate of Formation or this Agreement.

(b) The Member ceases to be a Member due to an assignment of his entire (but not partial) interest in the LLC.

(c) The Member dies or there is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or his estate.

(d) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(e) Unless the action is consented to by a majority of the other Members, the Member: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(f) Unless the action is consented to by a majority of the other Members, if one hundred twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within ninety (90) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within ninety (90) days after the expiration of any stay, the appointment is not vacated.

(g) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

8.4.2 Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

9. MEETINGS.

9.1 Annual Meetings.

The Annual Meeting of the Members shall be held at the time and place designated in writing by the Manager. Should the date of the annual meeting fall upon a legal holiday, then the annual meeting shall be held at the same time and place on the next day that is not a legal holiday.

9.2 Special Meetings.

Special Meetings of the Members may be called at any time by any Manager of the Company or by Members holding at least fifty percent (50%) of the outstanding membership interest by delivering written notice of such meeting to the Manager.

9.3 Voting Rights.

For the purpose of approving or taking action required or permitted to be taken or approved by the Members under this Agreement, except as otherwise required by the Limited Liability Act, Members shall be entitled to vote in proportion to their percentages of membership interest (as set forth in Schedule "A", attached hereto and incorporated herein by reference), where such membership interest include voting rights with respect to the matter or matters at hand. Moreover, if applicable, where the rights of any differing class of membership interest not having voting rights with respect to the matter or matters at hand, if the matter to be voted on would materially alter or adversely affect such non-voting membership interest, such affected Members shall be entitled to vote separately on the matter in proportion to their membership interest to the extent the matter may materially alter or adversely affect such membership interest.

9.4 Notice.

The Manager of the Company shall cause written notice of the annual meeting, and any special meeting, to be given to each Member entitled to vote at the meeting, either in person, by facsimile, or by first-class mail, postage pre-paid, not less than ten (10) days nor more than sixty (60) days prior to such meeting. The notice shall specify the place, the day, and the hour of such meeting. In addition, the notice of any special meeting shall specify the purpose or purposes for which the meeting is called. Notice shall be deemed delivered by first-class mail if mailed to the address of each Member as such Member's address appears on the Company's records.

9.5 Voting Lists.

The agent having charge of the books and records for Membership Interests of the Company shall make, at least ten (10) days before each meeting of the Members, a complete list of Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each and the number of Membership Interests held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Members at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member for the duration of the meeting. The original books and records shall be prima facie evidence as to who are the Members entitled to examine such list or transfer books or to vote at any meeting of Members. Failure to comply with this Section with respect to any meeting of Members shall not affect the validity of any action taken at such meeting.

9.6 Waiver of Notice.

Any meeting of the Members, however noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if all of the Members are present, and if either before or after the meeting, all of the Members, holding membership interests, entitled to vote, sign(s) a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records or made a part of the minutes of the meeting.

9.7 Adjourned Meetings and Notice Thereof.

Any Member’s meeting, Annual or Special, whether or not a quorum is present, may be adjourned from time to time by the unanimous vote of Members present in person or represented by proxy, but in the absence of a quorum no other business may be transacted at any such meeting. Other than by announcement at the meeting at which such adjournment is taken, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting. However, when any Member’s meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

9.8 Action by the Members Meetings; Quorum; Majority.

The Members may only vote upon matters as to which the Members are authorized to take action pursuant to this Agreement or by applicable law and not subject to modification or waiver. Except as specifically otherwise provided herein, Members may vote, approve a matter or take any action by the vote of Members at a meeting, in person or by proxy or without a meeting by written consent. For any meeting of Members, the presence in person or by proxy of 100% of the membership interest at the time of the action taken constitutes a quorum for the transaction of business. Any official action taken by the Members shall require a majority vote of the Members or their fiduciary representatives, unless a unanimous vote of the membership is required elsewhere in this Operating Agreement. If any membership interest has been transferred under this Agreement to persons who are Transferee Interest Holders but who have not been admitted as Substitute Members, the voting rights associated with such Interests shall not be considered outstanding for purposes of any vote by Members under this Agreement unless by the terms of the transfer the assigned transferee retains such voting rights of the Transferring Member where the Transferring Member is entitled to assign such rights to a transferee pursuant to Section 15 of this Agreement or state law. For all purposes of this Agreement, Members shall be determined as of the date of giving notice of the meeting or as the date of the notice for proposed action by written consent without a meeting.

9.9 Action by Written Consent.

Any action may be taken by the Members without a meeting if authorized by the written consent of Members owning more than 50% of the membership interest, or such higher percentage as required under state law or this Agreement. In no instance where action is authorized by written consent need a meeting of the Members be called or noticed.

9.10 Place of Meeting of Members/Telephone Meetings.

The First Meeting of the Members shall be held at the place designated by the Manager in the notice of the meeting, and thereafter at such place as may be designated in the notice of any meeting of the Members. Members may participate in and hold a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

9.11 Voting of Membership Interests by Certain Holders.

9.11.1 Membership Interests standing in the name of a corporation, limited liability company or limited partnership may be voted by such officer, agent or proxy as its bylaws, regulations or limited partnership agreement may authorize or, in the absence of such authorization, as its board of directors or the Members may determine, and Membership Interests standing in the name of another entity may be voted as provided in its governing documents or laws.

9.11.2 Membership Interests held by an administrator, executor, guardian or conservator may be voted by him so long as such Membership Interests forming a part of an estate are in the possession and form a part of the estate being served by him, either in person or by proxy, without a transfer of such Membership Interests into his name. Membership Interests standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote Membership Interests held by him without a transfer of such Membership Interests into his name as trustee.

9.11.3 Membership Interests standing in the name of a receiver may be voted by such receiver, and Membership Interests held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

9.11.4 A Member whose Membership Interests are pledged shall be entitled to vote such Membership Interests until the Membership Interests have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the Membership Interests so transferred.

9.12 Presumption of Assent to Action.

A Member who is present at a meeting of the Members at which action on any business matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

10. CAPITAL CONTRIBUTIONS AND MEMBER'S INTEREST.

10.1 Initial Capital Contributions.

The initial capital contributions of the Members shall consist of the cash, property, services to be rendered, promissory note or other binding obligation to contribute cash, property or perform services. All original contributions, upon full receipt by the Company for such contributions or other binding obligations, as the case may be, shall be credited to the Members respective capital accounts as initial contributions to the

capital of the Company.

10.2 Membership Interest.

Each membership interest shall equal the percentages as agreed to in Schedule "A."

10.3 Later Capital Contributions Agreed to Now.

The Members agree that the following additional capital contributions may be made by one or more of the Members without any further approval by the Members, and that such capital contributions will be credited to the contributing Member's capital account:

10.3.1 Contributions to make up any negative cash flows from the operation of the Company's business; and

10.3.2 Contributions for expansion and improvement of the property.

10.3.3 A contribution to pay any note made by the Company and secured by a deed of trust on the property in the event property is sold and the assets of the Company are inadequate to satisfy the note.

10.4 Other Subsequent Contributions.

Subject to the Continuing Obligations set forth in Section 5.2, and subject to the requirements of Section 12.5, subsequent capital contributions, other than those specified in Section 10.3 of this Agreement, shall be made in such amounts and at such times as the Members shall from time to time agree by a unanimous vote of the Members. Contributions to capital may also be required to restore the capital account deficit of a Member to zero as required by Section 12.2 of this Agreement.

10.5 Enforceability of Promises to Make Contributions.

Members or their representatives shall be obligated to perform written promises to make contributions to the Company even if the Members are unable to do so because of death, disability or any other reason. No such promise shall be compromised except by a unanimous vote of the Members.

10.6 Valuation of Non-Cash Contributions.

Prior to any Member making a contribution or an additional contribution to the Company in a form other than money, the Manager shall determine the value of that contribution in dollars. The Manager’s determination shall be conclusive as to that value, unless a majority of the Members shall require an independent appraisal performed and paid for by the Company.

10.7 Penalties for failure to Contribute.

10.7.1 If, by the date specified in Schedule C, any Member fails to make the contribution or pursuant to Section 12.5 a Member shall not contribute, the other Members holding a majority of Member votes (exclusive of the votes of the Member failing to make the contribution) may vote to impose upon the Member any penalty that the other Members agree is reasonable in the circumstances, including:

(a) Reduction or elimination of the Member’s proportionate interest in the Company;

(b) Forfeiture of all or a portion of the Member’s Membership rights; or

(c) Sale of all or a portion of the Member’s interest in the Company.

10.7.2 In the event a Member fails to make a Continuing Obligation payment within three (3) months as required in Section 5.2, the other Members holding a majority of Member votes (exclusive

of the votes of the Member failing to make the Continuing Obligation payment) may vote to reduce the Member's proportionate interest in the Company.

10.8 No Interest on Contributions; No Liability.

The Members shall earn no interest on their contributions under this Article. Members shall not be personally responsible for any debts or liabilities of the company.

11. CAPITAL ACCOUNTS.

Separate capital accounts shall be maintained by the Company for each Member in accordance with Code Section 704(b) and the Regulations promulgated thereunder, representing the Member's respective capital contributions to the Company.

11.1 Increase in Capital Account.

The capital account of each Member shall consist of the original contribution to capital by the Member, increased by the following:

11.1.1 The fair market value of any additional property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752);

11.1.2 Additional contributions by the Member of cash; and

11.1.3 The Member's share of the Company's net profits allocated to the Member pursuant to Section 12, including income and gain as computed for book purposes in accordance with Regulations, Code Section 1.704-1(b)(2)(iv)(g).

11.2 Decrease in Capital Account.

The capital account of the Member shall be decreased by the following:

11.2.1 The amount of money distributed to the Member by the Company pursuant to Section 14;

11.2.2 The fair market value of property distributed to the Member by the Company (net of liabilities secured by such property that the Member is considered to assume or take subject to pursuant to Code Section 752); and

11.2.3 Allocations to the Member for the Company's loss and deductions, including loss and deductions computed for book purposes described in Regulations, Code Section 1.704-1(b)(2)(iv)(g).

11.3 Special Allocation for 704(c) Property.

In cases where Code Section 704(c) applies to property of the Company, the Member's capital accounts shall be adjusted in accordance with Regulations, Code Section 1.704-1(b)(2)(iv)(g) for allocations to the Members of depreciation, depletion, amortization, gain, and loss, as computed for book purposes, with respect to such property.

11.4 Special Allocation for Revaluation.

The capital accounts of the Members may be adjusted to reflect a revaluation of Company property (including intangible assets such as goodwill) on the Company's books, to the extent provided in Regulations, Code Section 1.704-1(b)(2)(iv)(f).

11.5 Elections by Manager.

Subject to the authority of the Partnership Representative, the Tax Matters Manager may make all elections for federal income tax purposes, including an election to adjust the basis of the Company's property pursuant to Code Sections 734, 743 and 754, in the event of the transfer of an interest in the Company or the distribution of property by the Company. The Member's capital accounts shall be adjusted to the extent provided in Regulations, Code Section 1.704-1(b)(2)(iv)(m).

11.6 Purpose of Section 11.

The provisions of this Section 11, regarding the maintenance of capital accounts, are intended to comply with Code Sections 704(b), as amended, and the Rules and Regulations promulgated thereunder. Notwithstanding anything to the contrary contained in this Section 11, but subject to the authority of the Partnership Representative over partnership audits, the Members by unanimous consent may modify the method by which capital accounts are maintained, provided such changes are consistent with Code Section 704 and the Rules and Regulations promulgated thereunder.

12. PROFITS AND LOSSES.

12.1 Net Profits and Losses.

After giving effect to the special allocations set forth in Sections 12.2 and 12.3, net profits and net losses shall be allocated and credited to the Member's respective capital accounts in proportion to the respective membership interests.

12.2 Special Allocations.

12.2.1 Except as provided in Section 12.2.2 hereof, if any Member unexpectedly receives any adjustment, allocations or distributions described in Regulations, Code Section 1.704-1(b)(2)(ii)(d)(4)(5), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the adjusted capital account deficit of such Member as quickly as possible.

12.2.2 Notwithstanding any other provision of this Section 12.2, if there is a net decrease in Company minimum gain for any company fiscal year, the minimum gain charge back requirement contained in Regulations, Code Section 1.704-2 shall apply and each Member must be allocated items of Company income and gain for that year equal to that Member's share of the net decrease in Company minimum gain. This Section 12.2.2 is intended to comply with the minimum gain charge back requirement of the Regulations and shall be interpreted consistently therewith.

12.3 Curative Allocations.

The allocations set forth in Section 12.2.1 and 12.2.2 (the "regulatory allocations") are intended to comply with certain requirements of Code Section 704 and Regulations promulgated thereunder. Notwithstanding any other provisions of this Section 12 (other than the regulatory allocations), the regulatory allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the regulatory allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the regulatory allocations had not occurred.

12.4 Federal Income Tax.

It is the intent of this Company and its Members that this Company will be governed by the applicable provisions of Subchapter K, of Chapter 1 of the Code unless an alternative selection is made.

12.5 Special Allocation of Payment of Tax.

In the event that the Section 702(a)(8) income of the Company is decreased (or its Section 702(a)(8)

loss is increased) as a result of the operation of Section 6225 of the Code, such decrease (or increase in loss) shall be proportionately specially allocated to the Member or Members whose income was decreased (or loss increased) in the Reviewed Year. Subject to Section 12.7 and Section 15.3.4 herein, in the event a Member during the Reviewed Year is no longer a Member of the Company, the Manager shall have the authority to collect any shortfall advanced by the Company from the previous Member. In the event the previous Member shall not pay the full amount owed within sixty (60) days upon receiving a demand for payment the Company may assess the largest interest rate allowed for late payments. In the event the Manager shall have to initiate proceedings to collect any monies owed by a previous Member the Company shall be entitled to reasonable attorney's fees and costs of collection in any such effort. If the Manager, in its sole discretion, shall pay the tax at the entity level and seek capital contributions from all of the Members to cover such obligation the provisions of Section 10.7 for a failure to contribute shall apply if voted upon by a majority of the unaffected Members.

12.6 Partnership Representative

The Partnership Representative designated in Section 2.14 herein;

12.6.1 Shall represent the Company in any disputes controversies or proceedings with the Internal Revenue Service or with any state or local taxing authority and shall provide the Managers with all notices and correspondence to and from such authorities.

12.6.2 Shall act at the direction of the Manager(s) with respect to any actions that it is permitted to take when acting in its capacity as the Partnership Representative, including (1) electing out of Subchapter C of Subtitle F, Chapter 63 under Section 6221 (b) of the Code, and (2) making the election under Section 6226 of the Code to have the Members take Tax adjustments into account on their own tax returns.

12.6.3 In the event that the Managers are deadlocked with respect to an action of the Partnership Representative, the Partnership Representative is authorized to act in its discretion, but where the interests of the Members diverge, the Partnership Representative shall act in such a manner that it believes will minimize the overall tax liabilities of all Members.

12.6.4 If the Partnership Representative, with the consent of the Manager(s), decides to have the Members file amended tax returns pursuant to Section 6225(c)(2), all Members shall timely file and include payment of any tax due with such amended returns.

12.6.5 The Company shall reimburse the Partnership Representative for all costs and expenses incurred by it in performing its duties as the Partnership Representative (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm or a law firm to assist the Partnership Representative in discharging its duties hereunder.

12.6.6 The Partnership Representative may be replaced by a majority vote of the Managers. The named Partnership Representative shall be an individual, who may be employed by an accounting or law firm and does not need to be a member or manager of the Company. Said individual must have a substantial presence within the United States.

12.7 Payment and Refund of Tax

12.7.1 The Company shall timely pay any taxes due under Code Section 6225.

(a) Any amount paid by the Company under this Section that is attributable to any interest in the Company shall be treated as distributed to the holder of such interest at the time that the payment is made by the Company.

(b) Any deemed distribution under this Section shall be credited against distributions otherwise payable on such interest.

(c) For the avoidance of doubt, in the event that an Interest to which this Section applies is held by a different Member during the Reviewed Year than in the Adjustment Year (as such terms are defined in the Code), the Member holding the Interest in the Adjustment Year shall be treated as receiving the distributions called for herein.

12.7.2 In the event that the Company receives any refund of taxes paid pursuant to Section 12.7.1, such refund shall, to the extent feasible, be apportioned and distributed among the Members in such a manner as to offset the prior operation of Section 12.7.1.

13. INTEREST AND COMPENSATION.

Members will not be credited with interest on their capital accounts, and unless all of the other Members agree, Members, in their capacity as Members, shall not be entitled to salary for services rendered on behalf of the Company.

14. DISTRIBUTIONS TO MEMBERS.

14.1 Distributions.

Distributions may not be demanded by the Members. Instead, the Manager shall determine the amount of cash, if any, available for distribution at such times as the Manager deems advisable. The distribution shall be based upon all relevant factors, including, but not limited to, the operating expenses and debt service of the Company, sums expended by the Company for capital expenditures and a reasonable reserve for working capital.

14.2 Amount of Distributions.

No distribution shall be made if, after the distribution is made, the assets of the Company are less than all liabilities of the Company, except liabilities to Members on account of the contributions.

14.3 Allocation of Distributions.

Distributions shall be made in proportion to the membership interest in the Company, as of the date of distribution, unless otherwise agreed by the unanimous vote of the Members. The Members, by such vote, may make distributions according to membership interests, may make payments according to services rendered by each Member, may make payments according to the economic realities of the transaction or according to such other plan of distribution voted upon by the Members.

14.4 Monthly Distributions.

After the contingency reserve fund referred to in Section 6.11 of this Agreement is established, on a monthly basis, the Manager may distribute to each Member an amount equal to that Member's allocable share of net cash flow calculated on a monthly basis, unless otherwise agreed to by the unanimous vote of the Members.

14.5 Suggested Distributions.

Except as provided in Sections 14.1 and 14.2 above, the Manager shall, as the Company is able and as soon as possible after the filing of the Company's tax return, distribute to each Member an amount equal to that Member's allocable share of net profits as shown on the tax return multiplied by the highest marginal income tax rate applicable to persons under the Code and reduced by any distributions received by the Member.

14.6 Restrictions on Guardianship/Conservatorship Appointments.

In the event a court with certain and appropriate jurisdiction shall consider appointing a guardian or conservator over any member and/or manager of the Company it is the intent of the member(s) and/or manager(s) that such a fiduciary appointment be a family member or a professional appointed by the member

and/or manager's family instead of a court appointed third party. Any attempt by a court to ignore and/or alter the terms of this Section shall be grounds for an immediate appeal to a higher court for an appellate review and determination of the legality and appropriateness of any court appointed guardianship or conservatorship running contrary to the express wishes of the member(s) and or manager(s) herein.

15. RESTRICTIONS ON TRANSFER OF A MEMBER'S INTEREST.

15.1 Rights of First Refusal.

Except as specifically provided herein, no Transferring Member shall voluntarily or involuntarily sell, transfer, encumber, assign or otherwise dispose of all or any part of the Member's membership interest in the Company to any transferee without first offering to sell the membership interest to the Company. The Transferring Member shall send to the Company a proposed written offer executed by the potential transferee stating (1) the exact Interest to be purchased by the transferee, (2) the amount of the purchase price, (3) the terms for the purchase and (4) the qualifications of the transferee, if any are required, to own a membership interest in the Company.

Within thirty (30) days after receipt of the written offer by the Company, the Company may purchase the interest of the Transferring Member on the terms set forth in the offer by the transferee. The exercise of the option by the Company shall be determined by the vote of the Manager.

Within five (5) days of the Company's failure to exercise any right of first refusal described in this Section 15, the Manager of the Company shall forward to each of the other Members of the Company a copy of the transferee's written offer together with a statement that the Company has elected not to exercise its right of first refusal. The other Members shall then have the right to purchase the transferee's written offer. Any Member desiring to acquire part or all of the membership interest shall deliver to the Manager of the Company a written election to purchase the membership interest or a specified portion of such membership interest within thirty (30) days of the date of the Company's notice. If the Company receives notice from a Member electing to purchase in the aggregate more than the Transferring Member's interest, each purchasing Member shall have priority, up to the amount of the interest specified in his or her notice, to purchase such proportion of the interest as his or her Interest bears to the total membership interest of the Company held by Members electing to purchase.

If any Member elects to purchase as specified above, the Manager of the Company shall notify each purchasing Member of the Transferring Member's interest as to which his or her election was effective within fourteen (14) days of the expiration of the option period provided to Members described herein. Such Members shall meet the terms and conditions of the purchase within twenty-one (21) days after receipt of the Manager's notification of the Transferring Member's interest as to which such Member's election was effective.

If the Company and the Members do not exercise the right of first refusal as to the entire interest of the Transferring Member described in the written offer, the Transferring Member may sell, transfer, assign, encumber or otherwise dispose of the membership interest to the transferee specified in the notice on the exact terms specified in the notice. However, if the Transferring Member does not sell, transfer, assign, encumber or otherwise dispose of the membership interest to the transferee on those exact terms within sixty (60) days after expiration of the time for the Company and Members to exercise the right of first refusal, the Transferring Member must, before disposing of the membership interest, re-offer the membership interest to the Company and the Members in the manner as set forth in this Section 15. If all of the Members of the Company, other than the Transferring Member, do not approve of the proposed sale, transfer, assignment, or encumbrance by unanimous written consent, the transferee of the membership interest shall have no right to vote or participate in the management of the business and affairs of the Company or to become a Member. The transferee, unless unanimous written consent is obtained, is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions to which the Transferring Member would otherwise be entitled.

No Transferring Member or any transferee may exercise any voting rights of a Member except upon admittance by the non-transferring Members of the transferee as a Substitute Member. No Transferring Member may sell, transfer, assign, encumber or otherwise dispose of less than all of such Member's interest.

15.2 Rights of Transferee.

In the event the sale, transfer, assignment or encumbrance is approved by unanimous written consent of the remaining Members, the transferee shall be admitted to all the rights and powers of a Member, and be subject to all the restrictions and liabilities of the Transferring Member. If not approved by all remaining Members the transferee shall have no right to participate in the management of the business. However, the Transferring Member shall not be released from liability to the Company.

15.3 Conditions to Transfer.

Notwithstanding the provisions of Sections 15.1 and 15.2 above and subject to Section 8.4, no Member shall have the right, voluntarily or involuntarily, to sell, assign, pledge, mortgage, encumber or grant any security interest in or otherwise transfer all or any portion of any membership interest, and no such purported transfer need be recognized by the Company, unless all of the following requirements are satisfied:

15.3.1 The transfer shall not of itself cause the Company to be in default under any indebtedness of the Company;

15.3.2 The Transferring Member shall deliver to the Company at the Company's request an opinion in form and substance and from legal counsel reasonably acceptable to the Manger stating that such transfer does not violate any federal or state securities law, and the transferee shall deliver such additional document respecting the transferee's investor suitability and other legal or investment matters as the Manager may reasonably require; and provided further that the Company shall have no duty to participate in, cause or pay for any registration or qualification procedures under federal or state securities laws;

15.3.3 The Transferring Member shall deliver to the Company a fully executed written agreement of assignment that sets forth the name, address and taxpayer identification number of the transferee, and the terms of such transfer, provided such terms shall not conflict with any provision of this Agreement;

15.3.4 The Transferring Member shall deliver to the Company a statement signed by the Transferor and Transferee as to which party shall be primarily liable and which party shall be secondarily liable to the Company for any short fall arising under section 12.5 herein.

If any Member is a closely held corporation, or is an unincorporated association or partnership, or limited liability company, the transfer, assignment or hypothecation of any stock or other interest in such corporation, association, partnership or company in the aggregate in excess of fifty percent (50%) shall be deemed an assignment or transfer within the meaning of this Agreement, except as provided in Section 15.5.

15.4 Admission of Substitute Members.

Notwithstanding the provisions of Sections 15.1 and 15.2 above, no transferee shall become a Substitute Member unless the following additional conditions are met:

15.4.1 The transferee executes, acknowledges and delivers to the Company a written agreement stating that such transferee agrees to be bound by the provisions of this Agreement and executes such other instruments as the Manager deems necessary or appropriate for admission as a Substitute Member;

15.4.2 Each transferee reimburses the Company for all reasonable accounting, legal and other expenses incurred by the Company regarding the transfer and such admission.

15.5 Permitted Transfers.

Any Member, notwithstanding Section 15.1 but subject to the requirements of Section 15.3.4, may transfer all or part of the Member's interest in the Company:

15.5.1 To the Company upon terms acceptable to all Members;

15.5.2 To any other existing Member upon terms acceptable to the Transferring Member and the acquiring Member, subject to the approval of the Manager and approval by unanimous written consent of the remaining Members; or

15.5.3 To a revocable living trust for the benefit of the Member and/or the Member's spouse or family members, to the extent allowed by local law. The Trustee shall hold such Member's membership interest subject to the provisions of this Agreement.

15.5.4 To the successor Trustee of a Member's revocable living trust for the benefit of the Member and/or the Member's spouse or family members, to the extent allowable by local law. The successor trustee shall hold such Member's membership interest subject to the provisions of this Agreement.

15.6 Transfer Upon Death of Member.

In the event the Members are spouses the surviving spouse shall accede to the deceased Member's interest, unless otherwise provided for in a will, revocable or other trust. In the event the Members are not subject to a will, revocable or other trust directive, within a period beginning with the death of any Member and ending one hundred eighty (180) days following the qualification of the decedent's executor or administrator, the remaining Member(s) shall have the option to purchase all or any portion of the decedent's membership interest in the Company at the price and on the terms provided in this Agreement. If less than all the remaining members wish to purchase, the interests shall be allocated according to each participant's member's pro rata ownership in the Company. Any surviving Member shall exercise the option hereunder, if at all, by a writing delivered to the personal representative of the deceased Member within the time period set forth in this Section 15.6, subject to the approval of the Manager and approval by unanimous written consent of the remaining Members.

15.7 Triggering Events - Involuntary Transfer.

If any of the triggering events listed below occur as to any Member, the Company or the other Members may purchase all of the interest owned by the Member. This may be triggered if any of the following events occur:

15.7.1 A Member is adjudicated as bankrupt, either voluntary or involuntary;

15.7.2 A Member makes an assignment for the benefit of creditors;

15.7.3 A Member's interest is subject to a charging order. Pursuant to state law a charging order may be a remedy available to any judgment creditor of a Member with respect to the income, assets, property or other rights the Member may have in the Company. It shall be in the Manager's sole discretion as to how any such charging order shall be dealt with, unless otherwise directed by law; however, in no event shall either the charging order or the Manager's determination as to the disposition of the handling of such charging order afford the judgment creditor any rights beyond the rights as an assignee of the applicable Member's membership interest; or

15.7.4 The execution of any property settlement agreement between any Member and the Member's spouse, or the entry of any decree of divorce or separate maintenance by a court of competent jurisdiction, wherein the spouse is awarded any membership interest or a trust is imposed on said membership interest for the benefit of said spouse, then to the extent said Interest is transferred, or to the extent said interest is subject to the imposition of any such trust or lien, there shall be deemed a triggering event as to the interest so affected.

When a triggering event occurs, the Company shall give written notice to the Member or his or her representative of its option to purchase the interest and the terms as set forth in this Section 15.

15.8 Valuation.

The purchase price for any membership interest to be purchased under Sections 15.6 and 15.7 of this Agreement shall be as agreed between or among the Members and the selling Member or the personal representative of any deceased Member. In the event the parties do not agree within thirty (30) days of the later of (a) the date giving rise to the option to purchase, or (b) the date of timely exercise of such option, the parties shall select a business appraiser, business broker or independent CPA ("Appraiser") mutually satisfactory to each of them, whose determination of value (determined net of ordinary and reasonable costs of sale and with consideration of reasonable discounts for minority interest or lack of control) shall constitute the value of the membership interest. In the event the parties cannot mutually agree on the selection of a single Appraiser within ten (10) days of expiration of the thirty-(30) day period described above, each party, within ten (10) days thereafter, shall select an Appraiser, and the Appraisers so selected shall mutually select a third. The three Appraisers shall then value the membership interest net of ordinary and reasonable costs of sale. The value of the membership interest shall equal the average of the appraisals. The parties shall separately bear the costs of the Appraisers which they select, respectively, and shall share equally the cost of the independent Appraiser, if applicable.

15.9 Payment.

The consideration for any membership interest transferred under this Agreement shall be paid to the Transferring Member or the Transferring Member's personal representative or successor, as the case may be.

If the event leading to the purchase is the death of any Member, the decedent's personal representative shall apply for and obtain any necessary court approval or confirmation of the sale of the decedent's membership interest and the Company or the surviving Members shall file the necessary proofs of death and collect the proceeds of any outstanding policies of insurance on the life of the decedent owned by the Company or such Member. If the purchase price is fully funded by proceeds of any such insurance policies, the purchaser shall pay the purchase price. If the purchase price is not fully funded by insurance on the life of the decedent Member, each purchaser shall pay the purchase price in cash up to the full amount of the proceeds of any such insurance policies of which that Member is the policy owner, and shall pay any remaining portion of the purchase price in accordance with the terms of the following subparagraph.

The terms for payment of the purchase price of a membership interest (other than amounts by life insurance proceeds as provided in the preceding paragraph) shall be paid pursuant to the terms of a Promissory Note (herein the "Note") to be executed by the Company or by the Member or Members, as the case may be. The Note shall provide for sixty (60) equal monthly payments of principal and interest accruing against the balance of the Purchase Price at the Federal Reserve's Kansas City prime interest rate plus one percent (1%) from the date of the Note. The Note shall be dated as of the date the purchase is made. The Note shall provide that the maker may prepay all or any portion of the unpaid principal balance and accrued interest at any time, without penalty. The Note shall include the provision that the entire unpaid principal balance and all accrued interest shall become immediately due and payable upon the happening of any of the following conditions:

15.9.1 Adjudication of bankruptcy of the maker of the Note;

15.9.2 Voluntary or involuntary petition by or on behalf of the maker of the Note for arrangement or reorganization, or for the protection of creditors and the debtor, under the Bankruptcy Act;

15.9.3 Upon default in payment of any of the terms by the maker of amounts required to be paid under the Note;

15.9.4 In the event the sale is to a Member, upon the sale of all, or substantially all, of the membership interest in the Company by the Member;

15.9.5 If the sale is to the Company, upon the sale of the Company or all or substantially all of the assets of the Company.

15.10 Governmental Approvals.

The Company agrees to apply for and use its best efforts to obtain all governmental and administrative approvals required, if any, in connection with the purchase and sale of membership interest under this Agreement. The Members agree to cooperate in obtaining the approvals and to execute any and all documents that may be required to be executed by them in connection with the approvals. The Company shall pay all costs and filing fees in connection with obtaining the approvals.

15.11 Specific Enforcement.

In view of the inadequacy of money damages, if any Member or other person shall fail to comply with the provisions of this Section, the Company and any other Member shall be entitled, to the extent permitted by applicable law, to injunctive relief in the case of the violation, or attempted or threatened violation, by any such Member or other person of any of the provisions of this Section, or to a decree compelling specific performance by such Member or other person of any of such provisions, or to any other remedy legally allowed to them.

15.12 Later Tax Obligation.

In the event a previous Member shall owe taxes pursuant to Sections 12.5 through 12.7 herein, the Manager(s), in their sole discretion, shall have the authority to pursue collection actions against such previous Members for any tax obligations advanced by the Company on their behalf.

15.13 Restrictions on Guardianship/Conservatorship Appointments.

In the event a court with certain and appropriate jurisdiction shall consider appointing a guardian or conservator over any member and/or manager of the Company it is the intent of the member(s) and/or manager(s) that such a fiduciary appointment be a family member or a professional appointed by the member and/or manager's family instead of a court appointed third party. Any attempt by a court to ignore and/or alter the terms of this Section shall be grounds for an immediate appeal to a higher court for an appellate review and determination of the legality and appropriateness of any court appointed guardianship or conservatorship running contrary to the express wishes of the member(s) and or manager(s) herein.

16. SECURITIES ISSUES.

16.1 Prohibited "Market" Transfers.

Each Member hereby covenants and agrees with the Company for the benefit of the Company and all other Members that (a) it is not currently making a market in membership interest; (b) it will not transfer any membership interest upon an established securities market or a secondary market (or the substantial equivalent) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published), and (c) in the event such regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of a membership interest which are commonly referred to as "Matching Services" as being a secondary market or the substantial equivalent thereof, the Member will not transfer any membership interest through a Matching Service that is not approved in advance by the Company.

16.2 Securities Law Legend.

Each Member hereby agrees that the following legend may be placed upon any counterpart of this Agreement, or any other document or instrument evidencing ownership of membership interest in this Company:

> THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT, AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISPOSITION THEREOF. THE LIMITED LIABILITY COMPANY WILL NOT TRANSFER THIS

CERTIFICATE UNLESS (I) THERE IS AN EFFECTIVE REGISTRATION COVERING THE SHARES REPRESENTED BY THIS CERTIFICATE UNDER THE SECURITIES ACT OF 1933 AND ALL APPLICABLE STATE SECURITIES LAWS, (II) IT FIRST RECEIVES A LETTER FROM AN ATTORNEY, ACCEPTABLE TO THE MEMBERS OR ITS AGENTS, STATING THAT IN THE OPINION OF THE ATTORNEY THE PROPOSED TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND UNDER ALL APPLICABLE STATE SECURITIES LAWS, (III) THE TRANSFER IS MADE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933.

17. DISSOLUTION AND LIQUIDATION.

17.1 Events Requiring Dissolution.

The Company must be dissolved upon the occurrence of any of the following events:

17.1.1 The unanimous written consent of all Members; or

17.1.2 The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates a Member's continued membership in the Company, unless all in interest of the remaining Members consent in writing to continue the business of the Company, provided there is at least one (1) remaining Member.

17.2 Liquidation.

Upon the occurrence of any event requiring dissolution of the business of the Company and the Company is not continued by the consent of all of the remaining Members, the Manager of the Company shall immediately execute and deliver for filing Certificate of Dissolution to the Secretary of State. Upon filing the Certificate of Dissolution the Company shall cease to carry on its business and shall wind up its affairs and liquidate.

17.3 Distribution of Assets.

During the liquidation of the Company, the Members shall continue to share net profits and losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets shall be applied as follows:

17.3.1 To pay off other creditors of the Company, in order of remaining priority, as provided by law, other than remaining debts owed to Members for their contributions;

17.3.2 To the Members first with respect to their capital accounts and then with respect to their membership interest.

17.4 Gains or Losses.

During liquidation, any gain or loss on the disposition of the Company's property shall be credited or charged to the Members in accordance with the provisions of Section 11. Any property distributed in kind in liquidation shall be valued and treated as though the property was sold for its fair market value and the cash proceeds distributed. The difference between the value of the property distributed in kind and its book value to the Company shall be treated as a gain or loss on the sale of the property to be allocated between the Members pursuant to Section 11.

17.5 Deficit Capital Account of a Member.

If the Company is liquidated and a Member has a capital account deficit after taking into account all relevant adjustments, the Member shall contribute additional capital to the Company in an amount sufficient to eliminate such deficit by the end of the taxable year in which the liquidation occurred (or, if later, ninety (90) days after the date of liquidation).

17.6 Revocation of Voluntary Dissolution Proceedings.

At any time before the issuance of a certificate of dissolution by the Secretary of State, the Company may revoke voluntary dissolution proceedings by the written consent of all of its Members.

17.7 Articles of Dissolution.

If voluntary dissolution proceedings have not been revoked, then, when all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made thereof, or in case its property and assets are not sufficient to satisfy and discharge all the Company's liabilities and obligations, then when all the property and assets have been applied so far as they will go to the just and equitable payment of the Company's liabilities and obligations, and all of the remaining property and assets of the Company have been distributed to its Members according to their respective rights and interests, articles of dissolution shall be executed on behalf of the Company by an authorized Member and filed with the Secretary of State in accordance with the Act.

18. INDEMNIFICATION.

18.1 Indemnification of Member, Employee, or Agent: Proceeding Other Than by Company.

The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that such person is or was a Member or Manager, employee or agent of this Company, or is or was serving at the request of this Company as a Manager, Director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees and costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by this person in connection with the action, suit or proceeding if this person acted in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of this Company, and with respect to a criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, this person had reasonable cause to believe that their conduct was unlawful.

18.2 Indemnification of Member, Employee or Agent: Proceeding by Company.

The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a Member or Manager, employee or agent of the Company, or is or was serving at the request of this Company as a Member or Manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees and costs actually and reasonably incurred by this person in connection with the defense or settlement of the action or suit if this person acted in good faith and in a manner which this person reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which this person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefore, to be liable to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

18.3 Indemnity if Successful.

To the extent that a Member, Manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 18.1 or 18.2, or in defense of any claim, issue or matter therein, the Company shall indemnify the Member, Manager, employee or agent against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense.

Indemnity shall not apply where a final adjudication determines that the Member, Manager, employee or agent did not act in good faith and in a manner which such a person reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, this person had reasonable cause to believe that their conduct was unlawful, or where it is established that their acts or omissions involved gross negligence, intentional misconduct or fraud.

18.4 Expenses.

Any indemnification under Section 18.1 and 18.2, unless ordered by a court or advanced by the Company, must be made by this Company only as authorized in the specific case upon a determination that indemnification of the Member, Manager, employee or agent is proper in the circumstances. The determination must be made by a unanimous vote of the Members, disregarding the vote of any Member or Manager who was a party to the act, suit or proceeding.

18.5 Amendments.

No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnities to be indemnified by the Company, nor the obligation of the Company to indemnify any such Indemnities, under and in accordance with the provisions of the Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

19. COMPANY RECORDS AND REPORTS.

19.1 Books and Records.

The Manager shall cause the Company to keep the following:

19.1.1 Complete books and records of account in which shall be entered fully and accurately all transactions and other matters relating to the Company. The Company's books and records shall be kept in accordance with accounting methods followed for federal income tax purposes;

19.1.2 A current list of the full name and last known business or residence address of each Member set forth in alphabetical order listing the Member's capital contribution to the Company and membership interest owned;

19.1.3 A copy of the Articles of Organization and all amendments thereto and all filings by the Company in North Carolina and other states; and

19.1.4 A copy of any then-effective written Operating Agreement.

19.2 Books and Records.

All such books and records shall be maintained by the Managing Member. Such books and records shall be available for inspection and copying by, and at the expense of, the Members, or their duly authorized representatives, during reasonable business hours.

19.3 Title to Property.

All real and personal property owned by the Company shall be owned by the Company as an entity. No Member shall have any ownership interest in such property in such Member’s individual name or right unless separately authorized in an agreement between the Company and such Member. Each Member’s interest in the Company shall be personal property for all purposes.

19.4 Foreign Qualification.

In the event the Company shall seek to conduct business in any State other than the one it was organized in, the Manager shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Manager, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

19.5 Internal Governance.

In the event pursuant to 19.4 above the company shall seek to conduct business in any state other than the one in which it was organized, the internal governance of this Company to, including, but not limited to, any and all related rules and regulations shall be governed by the laws of the State of North Carolina and not any foreign qualified state which the Company may conduct business in.

20. CONFIDENTIALITY.

20.1 Members' Duty of Confidentiality.

Each Member, whether acting as a Member or as a Manager:

(1) Shall maintain the confidentiality of Confidential Information (as defined in 20.2);

(2) Except as required in conducting the internal affairs of the Company, shall not disclose Confidential Information to any third party without the affirmative vote of Members holding a majority of Member votes (exclusive of the Member votes of the Member desiring to make the disclosure);

(3) Shall make copies of documents and other materials containing Confidential Information only for the benefit of the Company;

(4) Shall use Confidential Information only for the benefit of the Company; and

(5) Promptly after ceasing to be a Member, shall return to the Company all written and/or electronic documents and all other materials containing Confidential Information.

20.2 Confidential Information Definition.

For purposes of this Agreement, Confidential Information means:

(1) The terms of this Agreement; provided, that a Member may disclose these terms on a confidential basis to his or her spouse and professional advisers;

(2) Information that the Company maintains in confidence and that has actual or potential economic value to the Company because it is not generally known to others and is not readily ascertainable by them, which information shall include:

(a) Financial information relating to the Company and to the Members;

(b) Information relating to Company sales, marketing, business plans and strategies;

(c) Information concerning the development, design and manufacture of Company products and concerning the method of providing Company services;

(d) Information in Company human resource files and similar files relating to Company Members and employees;

(e) Information entrusted to the Company in confidence by third parties; and

(f) Information reasonably designated by the Members as Confidential Information.

20.3 Duty of Confidentiality Exceptions.

This Section shall not apply to information which enters (or has previously entered) the public domain through no fault of a Member or the disclosure of which is required by court order from a court of competent jurisdiction.

20.4 Binding Effect.

This Section shall bind each Member even after the Member ceases to be a Member. Subject to any contrary arrangement with a third party, the requirements of this Section shall terminate upon the termination of the legal existence of the Company.

21. GENERAL PROVISIONS.

21.1 Agreement to Perform Necessary Acts.

Each Member agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

21.2 Amendments.

The provisions of this Agreement may not be waived, altered, amended or repealed, in whole or in part, except with the written consent of all of the Members provided, however, this Agreement shall not be amended (a) without the consent of each Member adversely affected if such amendment would alter the Capital Contribution of a Member or alter the interest of a Member in Net Income, Net Loss, or any Company distributions and (b) without the consent of at least two-thirds (2/3) of the outstanding membership interests of any class, if the amendment would alter the designation, rights, powers or privileges of that class.

21.3 Successors and Assigns.

This Agreement shall be binding on, and shall inure to the benefit of, the Members and their respective heirs, legal representatives, successors and assigns.

21.4 Validity of Agreement

It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section shall be held to be invalid, the remaining Sections shall continue to be in full force and effect.

21.5 Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing

and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within seventy-two (72) hours after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the party at his address set forth on the signature page of this Agreement, or other address that any party may designate by written notice to the others.

21.6 Governing Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of North Carolina. The Manager shall make all filings and disclosures required by, and shall otherwise comply with, all applicable laws. The Manager shall execute and file in the appropriate records any assumed or fictitious name certificates and other documents and instruments as may be necessary or appropriate with respect to the formation of, and conduct of business by, the Company.

21.7 Binding Arbitration and Appraisers.

In the event of any disputes arising among any of the Members, such disputes shall be resolved by vote of the Members. In the event of a deadlock in such vote, the dispute will be resolved by binding arbitration, pursuant to the rules and regulations of the American Arbitration Association, with venue to be had in Wake County, North Carolina. In the event of mixed questions of valuation and other disputes, or if the Members cannot agree whether the dispute involves solely valuation issues or other issues, then such dispute shall be submitted to binding arbitration in accordance with this Section. The Members expressly and unconditionally waive their right to resolve disputes between or among them by litigation.

21.8 Counterparts. Gender and Number.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the masculine, feminine, and neuter gender, and the singular or plural number shall be considered to include the others whenever the context so indicates.

21.9 Attorneys' Fees.

If any party brings an action or proceeding (including arbitration or appraisal dispute resolution, any complaint, cross-complaint, counterclaims, or third-party claim) against any other party by reason of a default by the other party or otherwise arising out of this Agreement, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit (including the costs and expenses of enforcing any judgment or settlement), including reasonable attorneys' fees and costs, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section includes a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21.10 Complete Agreement.

This Agreement, all Exhibits referenced herein, and the Articles of Organization, together constitute the complete and exclusive statement among the Members with respect to the subject matter contained therein. This Agreement, all exhibits referenced herein, and the Articles of Organization, together supersede all prior agreement by and among the Members with respect to the subject matter of this Agreement.

21.11 Asset Protection.

On application to a court of competent jurisdiction by any judgment creditor of a member, the court may charge the member’s interest in the limited liability company with payment of the unsatisfied amount of the judgment plus interest. To the extent so charged, the judgment creditor has only the rights of an assignee of the member’s interest.

This chapter does not deprive any member of the benefit of any exemption laws applicable to his interest in the limited liability company.

This section provides the exclusive remedy by which a judgment creditor of a member may satisfy a judgment out of the judgment debtor's interest in the limited liability company.

IN WITNESS WHEREOF, the undersigned Manager of the Company does hereby certify that this Agreement was duly adopted by a unanimous vote of all the Members of this Company at the Organization Meeting held on October 8, 2021.

_____
Ramak Bakhshoudeh, Manager of CARPE DIEM ASSET GROUP, LLC, Managing Member,

by and for

EQUINOX PROPERTIES LLC

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

Member Signature Page

IN WITNESS WHEREOF, the parties, in their capacities as Members by themselves or by their duly authorized representatives, in their acceptance of the above terms and conditions, have duly signed this Agreement.

_____ _____

RAMAK BAKHSHOUDEH, MANAGER OF CARPE DIEM ASSET GROUP, LLC, Member — Date

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE A

Membership and Interests

MEMBER'S NAME	MEMBERSHIP INTEREST
CARPE DIEM ASSET GROUP, LLC	**100%**

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE B

Statement and Taxation

This Limited Liability Company shall be taxed as a disregarded entity.

The annual accounting period of this Limited Liability Company shall be a calendar year.

The method of accounting of this Limited Liability Company shall be _____.
cash / accrual

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE C

Schedule of Members and Contributions to Capital

Name: EQUINOX PROPERTIES LLC

Date: October 08, 2021

Name Of Member	Total Capital Contribution (Book Value)	Percentage of Ownership Percentage of Profit Distribution	Date by which Contribution Must Be Made
CARPE DIEM ASSET GROUP, LLC	$	100%	
	$		
TOTALS:	$	100%	

The above LLC interests are reflected on the books of the LLC as of the above date. Any changes in ownership of LLC interests from the above will be indicated on amendments to this Schedule C and signed by the parties to this Agreement.

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

SCHEDULE D

Statement of Amounts of Cash, Property or Services Contributed by Each Member

Name: EQUINOX PROPERTIES LLC

Date: October 08, 2021

Name of Member	Cash, Services or Property Contributed (FMV)		Agreed Value
CARPE DIEM ASSET GROUP, LLC			$
			$
		TOTALS:	$

WAIVER OF NOTICE OF FIRST MEETING OF MEMBERS

OF

EQUINOX PROPERTIES LLC
A North Carolina Limited Liability Company

We, the undersigned, being all of the Members, do hereby waive notice of the time, place and purpose of the First Meeting of the Members of EQUINOX PROPERTIES LLC, a North Carolina Limited Liability Company.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Members present thereat. Any business transacted at such meeting or any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice

Place of Meeting: Dix Hills, New York

Date of Meeting. October 8, 2021

Time of Meeting. 10:00 a m

Dated· October 8, 2021

Ramak Bakhshoudeh, Manager of CARPE DIEM ASSET GROUP, LLC, MEMBER

membership certificates

RESOLVED FURTHER, that the Manager of this Company be, and they hereby are, authorized and empowered to execute any and all other instruments and certificates, and to do an perform all other acts and things necessary, or by them deemed desirable, to effectuate the purposes of the foregoing resolutions

RESOLVED, that the Operating Manager be and hereby is ordered to open a bank account in the name of this Company with BOA for deposit of funds belonging to the Company, such funds may be withdrawn by check, electronic transfer or by debit card of the company by its Operating Manager

RESOLVED, that the actions taken by Corporate Direct, Inc., and prior to the organization of the Company, but for and on behalf of the Company, are hereby approved, ratified, and adopted as if done pursuant to company authorization

RESOLVED, that the fiscal year of the Company shall commence on January 1st, and end on December 31st of each year hereafter

FURTHER RESOLVED, that Registered Agents Inc., 4030 Wake Forest Road, Ste. 349, Raleigh, NC, 27609, be, and hereby is, appointed Registered Agent of this Company, in charge of the principal office and so authorized to discharge the duties of Registered Agent, and be it

FURTHER RESOLVED, that the Secretary forthwith supply the Registered Agent with a copy of the Operating Agreement to be kept on file at the principal office as required by law

There being no further business to come before the meeting, upon motion duly made, seconded, and carried, it was adjourned

Ramak Bakhshoudeh, Secretary

This chapter does not deprive any member of the benefit of any exemption laws applicable to his interest in the limited liability company

This section provides the exclusive remedy by which a judgment creditor of a member may satisfy a judgment out of the judgment debtor's interest in the limited liability company

IN WITNESS WHEREOF, the undersigned Manager of the Company does hereby certify that this Agreement was duly adopted by a unanimous vote of all the Members of this Company at the Organization Meeting held on October 8, 2021

Ramak Bakhshoudeh, Manager of CARPE DIEM ASSET GROUP, LLC, Managing Member,

by and for

EQUINOX PROPERTIES LLC

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

Member Signature Page

IN WITNESS WHEREOF, the parties, in their capacities as Members by themselves or by their duly authorized representatives, in their acceptance of the above terms and conditions, have duly signed this Agreement

10/15/21

RAMAK BAKHSHOUDEH, MANAGER OF CARPE DIEM ASSET GROUP, LLC, Member

Date

ORGANIZED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA

Certificate No. 1

100%
Membership Interest

EQUINOX PROPERTIES LLC

MEMBERSHIP CERTIFICATE

THIS CERTIFIES THAT **CARPE DIEM ASSET GROUP, LLC** is a Member of the above named Limited Liability Company and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement.

IN WITNESS WHEREOF, the Limited Liability Company has caused this Certificate to be executed by its duly authorized Manager this 8th day of October, 2021.

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT, AND NOT WITH A VIEW TO OR IN CONNECTION WITH, THE SALE OR DISPOSITION THEREOF. THE CORPORATION WILL NOT TRANSFER THIS CERTIFICATE UNLESS (I) THERE IS AN EFFECTIVE REGISTRATION COVERING THE SHARES REPRESENTED BY THIS CERTIFICATE UNDER THE SECURITIES ACT OF 1933 AND ALL APPLICABLE STATE SECURITIES LAWS, (II) IT FIRST RECEIVES A LETTER FROM AN ATTORNEY, ACCEPTABLE TO THE BOARD OF DIRECTORS OR ITS AGENTS, STATING THAT IN THE OPINION OF THE ATTORNEY THE PROPOSED TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND UNDER ALL APPLICABLE STATE SECURITIES LAWS, (III) THE TRANSFER IS MADE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933

Ramak Bakhshoudeh, Manager of CARPE DIEM ASSET GROUP, LLC, Managing Member

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

EQUINOX PROPERTIES LLC

the original of which was filed in this office on the 22nd day of September, 2021.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of September, 2021.

Elaine F. Marshall

Secretary of State

SOSID: 2273670
Date Filed: 9/22/2021 12:20:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2021 261 00031

State of North Carolina
Department of the Secretary of Sta

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Equinox Properties LLC
(See Item 1of the Instructions for appropriate entity designation)

2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both by checking all applicable boxes.) **Note: This document must be signed by all persons listed.**

Name	Business Address	Capacity
Carpe Diem Asset Group, LLC	44 BONAIRE DR DIX HILLS NY, 11746-6502 United States	☒ Member ☒ Organizer
		☐ Member ☐ Organizer
		☐ Member ☐ Organizer

3. The name of the initial registered agent is: Registered Agents Inc.

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 4030 Wake Forest Road, Ste 349

City Raleigh State: NC ZipCode: 27609 County: Wake

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street 4030 Wake Forest Road, Ste 349

City Raleigh State: NC Zip Code: 27609 County: Wake

6. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

The principal office telephone number: (516) 635-5630

The street address and county of the principal office of the limited liability company is:

Number and Street: 4030 Wake Forest Road, Ste 309

City: Raleigh State: NC Zip Code: 27609-0010 County: Wake

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address
Carpe Diem Asset Group, LLC	Administrative Member	44 BONAIRE DR DIX HILLS NY,

9. **(Optional):** Please provide a business e-mail address: Privacy Redaction
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

_____

This is the 18th day of September, 2021.

Carpe Diem Asset Group, LLC

Ramak Bakhshoudeh President
Signature

Ramak Bakhshoudeh President
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

_____ _____

Signature Signature

_____ _____

Type or Print Name and Title Type or Print Name and Title

NOTE:
1. Filing fee is $125. This document must be filed with the Secretary of State.

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Oct 05, 2021
AT	02:17:00 PM
BOOK	15553
START PAGE	0122
END PAGE	0124
INSTRUMENT #	42612
EXCISE TAX	$0.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Parcel ID No. 5600 76 8975 0000

Mail/Box to: GRANTEE

This instrument was prepared by: Merritt Law, PLLC; 1610 Dale Earnhardt Blvd., Kannapolis, NC 28083

Brief description for the Index:

THIS DEED, made this the 30 day of September, 2021, by and between

GRANTOR: RSRD SERVICES, LLC, A North Carolina Limited Liability Company (herein referred to as **Grantor**) whose mailing address is: 44 Bonaire Drive, Dix Hills, NY 11746

GRANTEE: EQUINOX PROPERTIES LLC, A North Carolina Limited Liability Company (herein referred to as **Grantee**) whose mailing address is: 44 Bonaire Drive, Dix Hills, NY 11746

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property , located in the Number Two (2) Township, Cabarrus County, North Carolina and more particularly described as follows:

See attached Exhibit "A"

Property Address: 579 Old Speedway Dr. NW, Concord, NC 28027

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 13941, Page 0183.

A map showing the above described property is recorded in Map Book , Page .

Submitted electronically by "Merritt Law, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.
This conveyance is made subject to the following Exceptions and Reservations:

1) All easements, restrictions and rights of way of record
2) Those matters that a current survey would disclose
3) Ad valorem taxes for 2021 and subsequent years

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

RSRD SERVICES, LLC
(Entity Name)

By: _____(SEAL)

Title:

STATE OF New York
COUNTY OF Suffolk

I, Jessenia A Mejia, a Notary Public of the State of New York, County of Suffolk do hereby certify that Rama K Bakshwaik **(name),** President **(title) of RSRD Services, LLC** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

This the 30th day of September, 2021.

(SEAL)

JESSENIA A MEJIA
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01ME6267105
MY COMMISSION EXPIRES 08/13/2024

Jessenia A. Mejia
Notary Public

My commission expires: 8/13/2024

EXHIBIT "A"

Lying and Being in Number Two (2) Township of Cabarrus County, North Carolina on Old Speedway Drive, adjoining the property of Harold T. Wilkinson, Being a part of the property of Widenhouse Enterprises, Inc., and Being more fully described as follows:

BEGINNING at a new iron stake on the North side of Old Speedway Drive, the old Northwestern corner of Widenhouse Enterprises, Inc., also the old Southwestern corner of W. F. Morrison (Deed Book 225, Page 002) in the line of Harold T. Wilkinson (Deed Book 200, Page 596) and runs thence with the line of Morrison, and generally with the North side of Old Speedway Drive North 79-41-40 East 337.84 feet to an iron stake in the line of Morrison, a new corner; thence a new line, and crossing Old Speedway Drive, South 00-25-30 West 750.69 feet (passin iron stakes ine line at 12.53 feet on the North side of Old Speedway Drive, another iron stake in line at 30.53 feet in the centerline of Old Speedway Drive, another iron stake at 61.07 feet on the South side of Old Speedway Drive, and another iron stake in line at 91.25 feet) to an iron stake, a new corner; thence another new line North 89-34-30 West 267.47 feet to an iron stake, a new corner in the line of Wilkinson; thence with the line of Wilkinson North 04-28-59 West 505.66 feet to an iron stake in line; thence continuing with the line of Wilkinson North 06-09-00 West 185.20 feet (passing an iron stake in line at 125.04 feet on the South side of Old Speedway Drive, and another iron stake in line at 155.12 feet in the centerline of Old Speedway Drive) to the point of BEGINNING, containing 4.940 acres, more or less, as surveyed and platted by Concord Engineering & Surveying, Inc., July 28, 1988.

Less and exception that portion deeded out in Book 4913, Page 243 and Book 1296, Page 196 of the Cabarrus County Registry.

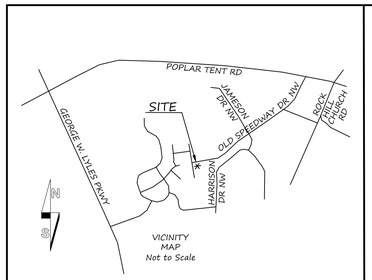
579 Old Speedway Townhomes narrative updated

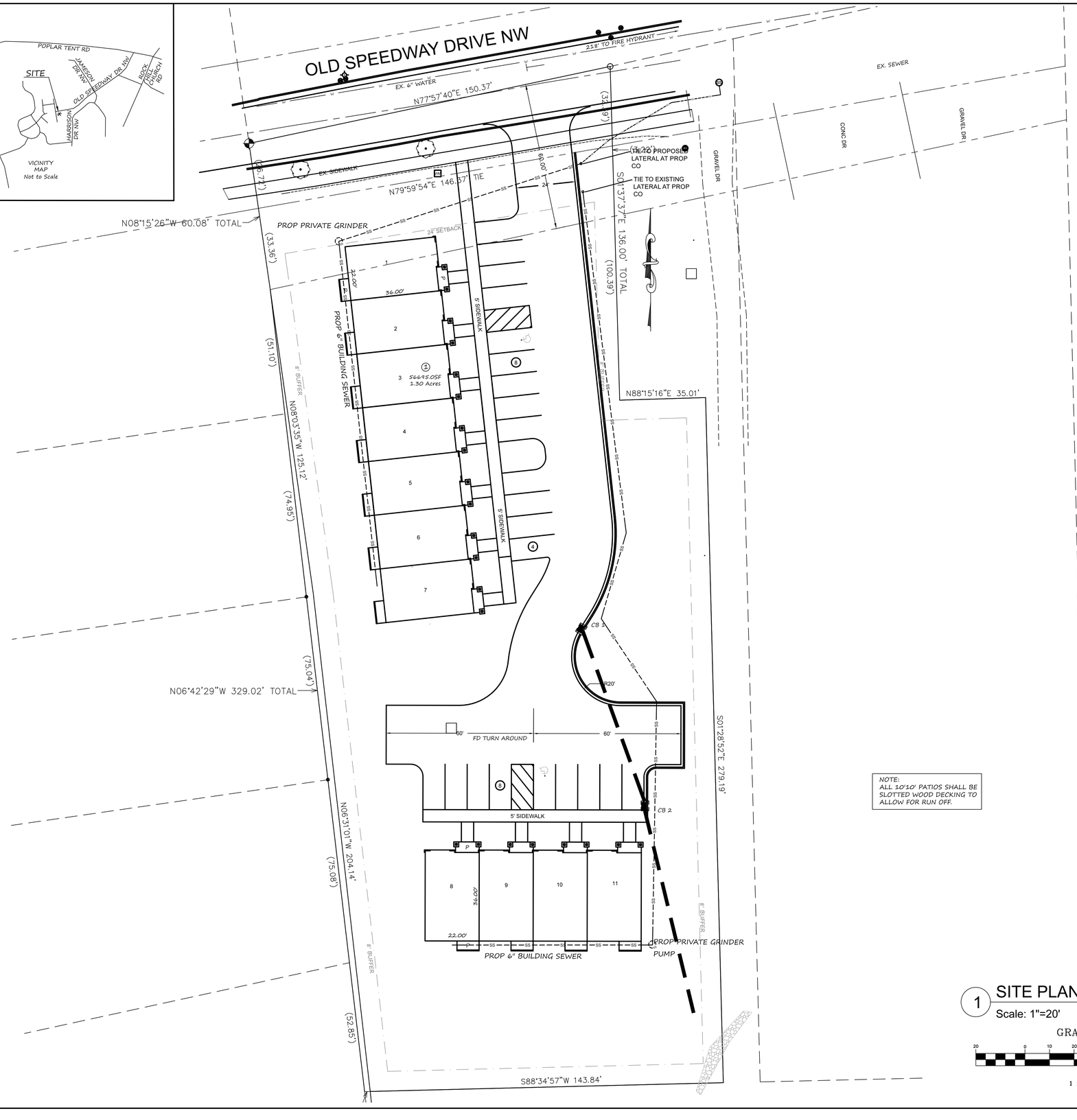
The owner would like for this site to be considered for available capacity starting in 2024.

This project consists of two buildings with 11 total three bedroom townhomes. It is planned on the 1.3 acre tract at 579 Old Speedway Drive (Cabarrus County Pin 5600-76-8975. The site is currently zoned RV and is owned by Equinox Properties, LLC. This development is an in-fill project. The buildings are designed and the site Engineering has been completed. They are both ready for submittal at any time.

The proposed site proposed 22 parking spaces, of which one is ADA compliant. The site is currently served with City of Concord water and sewer and the proposed development is planned to be served by City of Concord water and sewer coming from Old Speedway. The current site plan is proposing less than 20,000 SF new impervious and will follow all NCDOT, City of Concord and NCDENR rules and regulations. The construction plans and Architectural plans were already developed prior to the Pre Application process began..

Each townhome is two stories will be approximately 1600 sf. The townhomes estimated cost will be approximately $250,000-$275,000 and this project will increase the City tax base by between $2,750,000-$3,025,000. These would currently be considered low income housing for purchase.





NOTE:
ALL 10'10' PATIOS SHALL BE SLOTTED WOOD DECKING TO ALLOW FOR RUN OFF.

1 SITE PLAN
Scale: 1"=20'

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

CONCORD GENERAL NOTES

A. ALL WORK TO BE DONE IN ACCORDANCE WITH CITY OF CONCORD, WSACC, NCDOT, NCDE&NR STANDARD SPECIFICATIONS AND PROJECT SPECIFICATIONS. WHEN SPECIFICATIONS ARE IN CONFLICT THE STRICTER SHALL BE HELD.

B. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ONLY. ANY DAMAGE DONE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THIS PLAN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES, SHOWN OR NOT SHOWN ON THE PLAN, PRIOR TO BEGINNING CONSTRUCTION. TO ENSURE PROPER LOCATION OF UTILITIES, THE CONTRACTOR SHALL CONTACT NCOCC (NC ONE CALL CENTER) AT 1-800-632-4949 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

C. DIMENSIONS AS SHOWN, ARE TO FACE OF CURB, FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTES.

D. THE ENGINEER HAS MADE NO EXAMINATION TO DETERMINE WHETHER ANY HAZARDOUS OR TOXIC MATERIALS ARE PRESENT OR CONTAINED IN, UNDER, OR ON THE SUBJECT PROPERTY OR ITS WATERS; OR IF ANY HAZARDOUS OR TOXIC MATERIALS HAVE CONTAMINATED THIS OR OTHER PROPERTIES OR ITS WATERS IN ANY WAY WHATSOEVER. NO SUBSURFACE EXAMINATION OF ANY TYPE HAS BEEN MADE BY THE ENGINEER AND ACCORDINGLY, NO OPINION EXPRESSED OR INFERRED ON ALL SUCH MATTERS. FURTHER, NO OPINION IS RENDERED AS TO ANY VIOLATION OF ANY ENVIRONMENTAL LAWS OR REGULATIONS, EITHER FEDERAL, STATE OR LOCAL, RELATED TO THE INFORMATION SHOWN ON THIS PLAN AND THE ENGINEER IS IN NO WAY LIABLE FOR ANY VIOLATION OF SUCH ENVIRONMENTAL LAWS SHOULD THEY EXIST.

SITE NOTES

OWNER: RSRD SERVICES, LLC
44 BONAIRE DR
DIX HILLS, NY 11746

PIN: 5600-76-8975
AREA: 1.30 ACRES 56695 SF
DB 13941 PG 183

ZONING: RV

IMPERVIOUS SURFACE (0.5 ALLOWED)
EXISTING = 4300 SF (TO BE REMOVED)
PROPOSED BUILDING = 8851.6 SF
SIDEWALK/PATIO = 2677.4 SF
PAVEMENT = 12638.8 SF.
TOTAL = 24167.8 SF

DIMENSIONAL STANDARDS
MIN LOT SIZE - N/A
IMPERVIOUS RATIO - 0.5
MIN STREET FRONTAGE - 15'
MIN LOT WIDTH - 50'
MIN LOT DEPTH - 100'
MAX BUILDING HT - 35'

BUILDING SETBACKS
FRONT - 24'
SIDE - 7'
REAR - 5'

PERIMETER BUFFER YARDS
CLASS A - 8'

BUILDING YARDS
CATEGORY 1 - 6'

STREET YARDS
CLASS 1 - 8'

PARKING LOT YARD
10% NET AREA OF LANDSCAPING ON THE INTERIOR OR EXTERIOR OF PARKING LOTS.

PARKING SPACES:
REQUIRED: DUPLEXES = 2/UNIT = 22 SPACES
PROVIDED - 22 SPACES TOTAL
W/2 VAN ACCESSIBLE SPACE

811 Know what's below. Call before you dig.

alley, williams, carmen & king, inc.
CONSULTING ENGINEERS, SURVEYING & INSPECTION
Firm License No. F-0203
120 S. MAIN STREET
PO BOX 1248
KANNAPOLIS, NC 28081
704.938.1515
www.awck.com

PRELIMINARY REVIEW SET ONLY

This drawing is the property of Alley, Williams, Carmen & King, Inc. It is not to be reproduced, copied, or used on any other project without written permission.

Prepared for:

579 Old Speedway Drive NW
Concord, NC

SITE AND UTILITY PLAN

#	DATE	REVISION	BY

SCALE: 1" = 20'
DATE: 10-27-21
JOB # 21526
C - 1.0

Residential: Multi-Family

Hamlet Concord (CN-PSA-2024-00092)

250 Parkwood Dr. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
2/8/2024	Yes	226	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	Yes (different applicant)	No	No	No	No	No	Yes

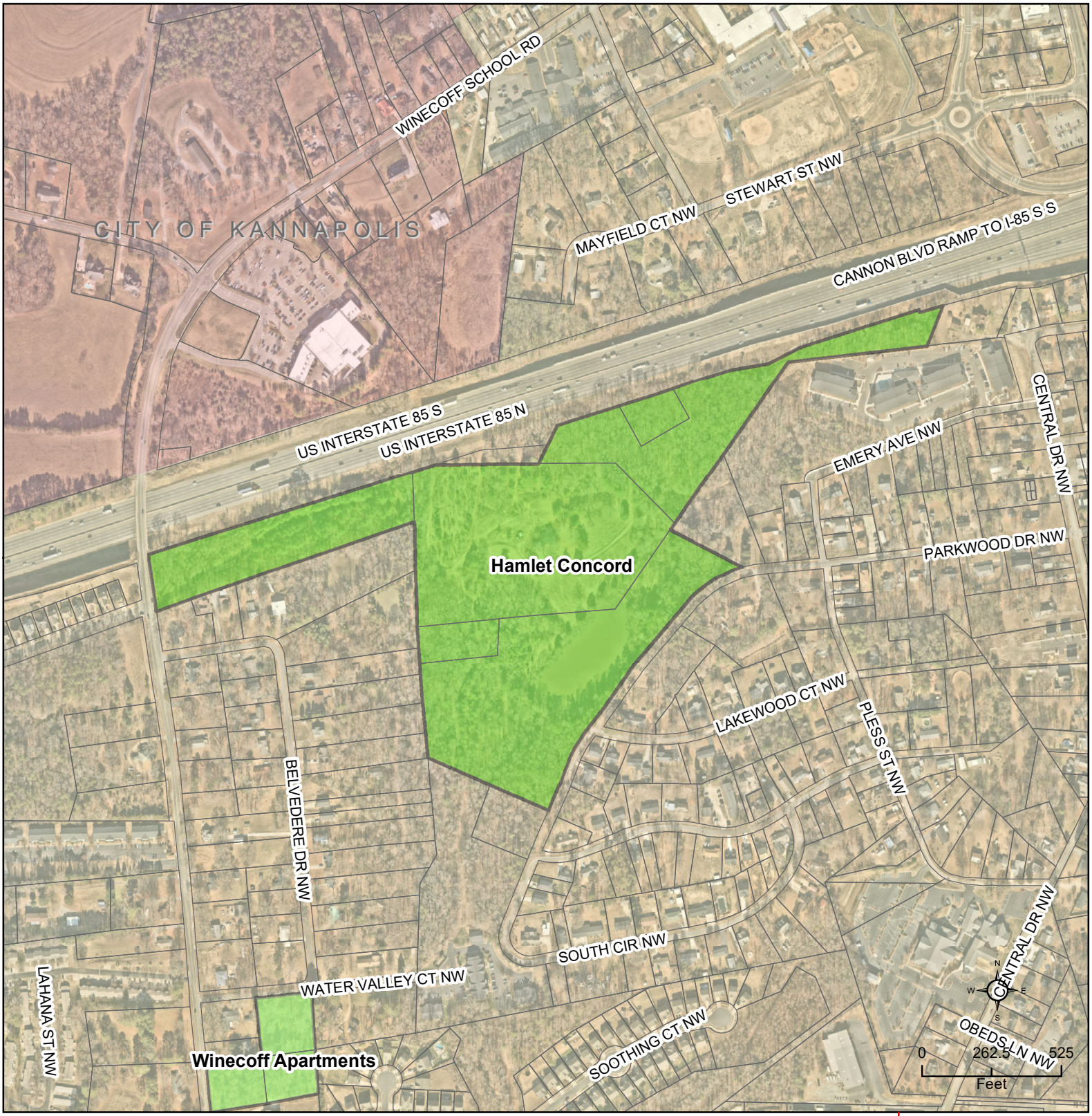
Allocation Request

Total	2024	2025	2026	2027	2028
38,700	11,250	10,800	7,500	7,200	1,950

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant is requesting sewer allocation for 226 units for-rent cottage, duplex, and townhome project. While the applicant is referencing different housing types since they are proposed to all be on one parcel the City of Concord looks at the project as multi-family. This project is considered infill.



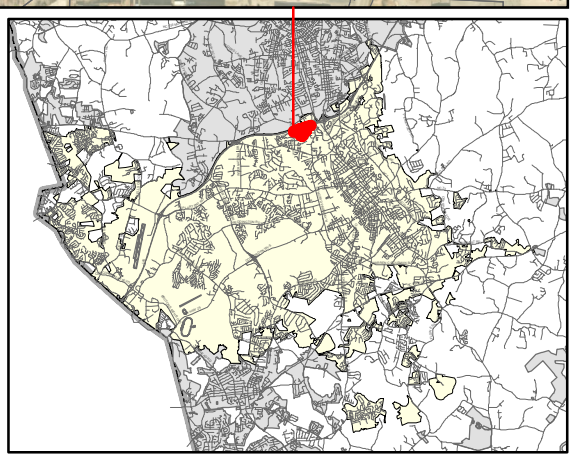
CN-PSA-2024-00092 - Hamlet Concord

Type: Residential Multifamily

226 multi-family units

Allocation Request: 38,700

Developments
Parcels
Rivers
Concord
Cabarrus County
Other Municipalities



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Hamlet Concord					
2.)	Description of project location:	Site located at 1446 Winecoff School Rd approximately 300 LF north of the intersection of Winecoff School Rd (SR-1790) and Belvedere Drive NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:		3a.)	Parcel Acreage:	36.9		
4.)	Site Zoning and use:	RC	5.)	Area Commercial or Industrial Building (sq. ft.)			
6a.)	Description of Facility to be served.	Duplex & THs	6b.) Number of Lots	1	6c.) Number of Units	226	
7d.)	Additional description information:						

B. Applicant Information

(1) American South Management Company, LLC; (2) E. Autrey Dawsey, Jr.; and (3) St , (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	500 East Morehead St, Suite 525 (Applicant's Street or Box Number)
Middleburg Real Estate Partners, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28202 (Applicant's City, State, Zip Code)
704-800-6768 (Applicant's Phone Number)	N/A (Applicant's Facsimile Number)
Dan Koebel (Name) dkoebel@livemiddleburg.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	dkoebel@livemiddleburg.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Joseph Boulos, PE (Typed name of North Carolina Professional Engineer)	Design Resource Group (Company Name)
047286 (NCPE Registration Number)	1111 Hawthorne Lane (Street or Box Number)
704.343.0608 (Phone Number)	Charlotte, NC 29205 (City, State, Zip Code)
Joseph Boulos (Name and affiliation of contact person, who can answer questions about **application & designs**)	joe@drgrp.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
◉ No
○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 38,700 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)			No. of Units	Flow	
1 Bedroom Duplex	75	gal/	day	10	GPD	750
1 Bedroom Townhome	75	gal/	day	20	GPD	1,500
2 Bedroom Duplex	150	gal/	day	42	GPD	6,300
2 Bedroom Townhome	150	gal/	day	60	GPD	9,000
3 Bedroom Duplex	225	gal/	day	42	GPD	9,450
3 Bedroom Townhome	225	gal/	day	52	GPD	11,700
				Total	GPD	38,700

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Daniel C Koebel _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

7/16/24

Signature: Date:

MIDDLEBURG COMMUNITIES

Hamlet Concord – Concord Sewer Allocation Application Narrative *(2nd request)*

Middleburg Communities is excited to propose a 226-unit for-rent cottage, duplex, and townhome project to help meet the high demand for attainable housing in the Concord area created by Concord's exceptional population growth. The site is situated on 7 parcels totaling 36.9 acres and is within close proximity to the activity center near the Concord Parkway / I-85 interchange. The zoning designation is RC, allowing for up to 15 units/acre which is well above the proposed 6.50 units/acre. These primary components drive home three main benefits for the development of this site:

1) Is on an infill site with great access to neighborhood retail, I-85, and Winecoff Elementary limiting the potential traffic impact.
2) Fits nicely within the surrounding neighborhood.
3) The housing type and site plan create a very unique development that also effortlessly fits within the current zoning and future land use designation.

This is the second time this sewer application request is being made and in further recognition of the sewer constraints within Concord the unit count for the proposed project has been reduced. Additionally, the community will provide low flow fixtures.

Furthermore, the proposed community will be tied together with a walkable, low speed, tree lined street connecting Winecoff School Road to a developer constructed extension of Parkwood Drive, stitching this fragmented road network together. To foster the walkable nature of this street, all homes will be alley loaded or will utilize on street parking so driveways will not interfere with the sidewalk network.

The homes proposed are high quality, unique architecture that provide a variety of different options (cottage, townhome style, etc.) to accommodate a variety of housing choices. Apart from the unifying street, a series of community focused open spaces are provided throughout the development. These spaces become the center of activity and social engagement for the residents. These are not just left over areas of the plan, but intentional areas that units front on and have programmed uses that may include grill areas, game lawns, native pollinator gardens, and more.

Apart from the developed area of the community, significant natural features will remain undisturbed including the existing pond and large stands of forest. This not only helps blend the community into the fabric of the existing neighborhood, it protects natural areas for wildlife, a healthy ecosystem and a quality community that everyone can enjoy. To give access to these areas, the community will also provide walking trails that connect the natural areas to the improved open spaces and walkable streets for a truly unique, pedestrian focused lifestyle.

Beyond the aforementioned outdoor sustainable components of the community and low flow fixtures, the community will also provide car charging capabilities, energy star appliances, smart home technology, and low VOC paint.

I-85 SB

I-85 NB

100 0 100 200

SCALE: 1" = 80'

N

APRIL 30, 2024

CONCORD BTR

CONCORD, NORTH CAROLINA

MIDDLEBURG COMMUNITIES

DESIGN RESOURCE GROUP

Residential: Multi-Family

5101 Grand Canyon (CN-PSA-2024-00093)

5101 Grand Canyon Rd. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	4	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
900	900

Project Scoring

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	1	0	0	1	0

Brief Summary

The applicant is proposing 4 units at approximately 1,482 sf per unit. The project would be infill.

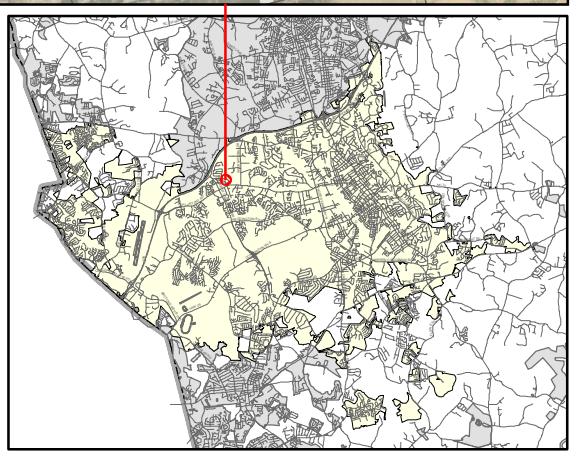
CN-PSA-2024-00093 - 5101 Grand Canyon

Type: Residential Multifamily

4 multi-family units

Allocation Request: 900

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	5101 Grand Canyon Road NW - Townhomes development				
2.)	**Description of project location:**	Site located on Grand Canyon Road, approx 1200 linear feet west of the intersection of Wyoming Dr NW and Grand Canyon Road NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	**Cabarrus County Parcel Identification Number:**	56014068930000	3a.)	**Parcel Acreage:**	0.761 ac	
4.)	**Site Zoning and use:**	RV	5.)	**Area Commercial or Industrial Building (sq. ft.)**	6000 sf	
6a.)	**Description of Facility to be served.**	Townhomes	6b.) **Number of Lots**		6c.) **Number of Units**	4
7d.)	**Additional description information:**	Residential 4 units townhomes are proposed at the 5101 Grand Canyon Road NW				

B. Applicant Information

Yanwei Ma , Owner (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	4625 Ardmore Ln (Applicant's Street or Box Number)
Senpu Homes, Inc (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Harrisburg, NC, 28027 (Applicant's City, State, Zip Code)
704-699-3425 (Applicant's Phone Number)	 (Applicant's Facsimile Number)
Yanwei Ma (Name) mayanwei0610@gmail.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	mayanwei0610@gmail.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Yanwei Ma, PE (Typed name of North Carolina Professional Engineer)	Senpu Home, Inc (Company Name)
052502 (NCPE Registration Number)	4625 Ardmore Ln (Street or Box Number)
704-699-3425 (Phone Number)	Harrisburg, NC, 28075 (City, State, Zip Code)
Yanwei Ma, PE (Name and affiliation of contact person, who can answer questions about **application & designs**)	mayanwei0610@gmail.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
◉ No
○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 900 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
3 Bedroom Townhomes	225 gal/ per day	4	GPD 900
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 900

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Yanwei Ma, PE _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Yanwei Ma, PE — Yanwei Ma, PE 2024.07.16 12:54:16-04'00' — 07/23/2024

Signature: Date:

5101 Grand Canyon Rd NW Narrative

Site Development Data:

- Acreage: 0.761ac
- Tax Parcel # : 56014068930000
- Existing Zoning: RV
- Approved Usage: Townhomes with a 4 unit approved by Zoning

General:

5101 Grand Canyon site development is requesting sewer allocation. Grand Canyon Rd is attached to George W Liles Pkwy in NC Concord, NC. It is approximately 1 minute off the I-85 ramps and crosses from the West Cabarrus YMCA shopping center. The site consists of a Residential Townhome with 4 units totaling 6000 SF, approximately 1482 SF per unit.

Price Point for Homes:

The price point for the apartments is expected to be in the $300,000 to $400,000 range per unit.

Project Description:

The site development plan concept will create a mixed-use in the local area, a pedestrian-friendly community with residential land uses which will maximum the usage of the parcel.

Design with Multipurpose of Planned Unit Development:

The proposed planned site promotes the most appropriate use of the parcels and substantial open spaces. The townhomes enhance the Concord living area and also benefit the surrounding area. The YMCA, QT station, Target, Cabarrus County School, Parks, and Foodlion Shopping Center, all within the house-developing area, reduce vehicle trips to other commercial nodes.

The development plan will consider pedestrian access, an integrated network of streets, and connecting between townhomes.

Environmental Features:

The site will comply with Stormwater and Water Quality requirements as set forth in the Ordinance and applicable NCDEQ Design Manual.

The Site is located outside of any FEMA 100–Year Floodway and floodplain.

Supporting Documents or Points:

1. The builder and Engineer committed to Concord and only built in the Concord area.
2. Zoning has already approved four units of Townhome on site pending sewer allocation.
3. Total Allocation requested below 600 GPD.
4. The site is located 2 minutes off I -85 ramps. Central Concord location. Close to all shopping centers, YMCA, schools, and Parks. Pictures attached.

Within walking distance to Food Lion Shopping Center, reduce vehicle trips.

Within walking distance to YMCA.

Within walking distance to Donton Park.

Within walking distance to Super Target Shopping Center.

Existing approved Townhome in the same community.

STATE OF NORTH CAROLINA CABARRUS COUNTY

"I, MARK C. CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 15600, PAGE 133 OR OTHER REFERENCE SOURCE_____); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 14, PAGE 74 OR OTHER REFERENCE SOURCE_____; THAT THE RATIO OF PRECISION OR POSITION ACCURACY IS 1:10,000, AND THAT THIS MAP MEET THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)." THIS 1st DAY OF NOVEMBER, 2022.

PROFESSIONAL LAND SURVEYOR

NORTH CAROLINA PROFESSIONAL SEAL L-5102 LAND SURVEYOR MARK C. CARTER

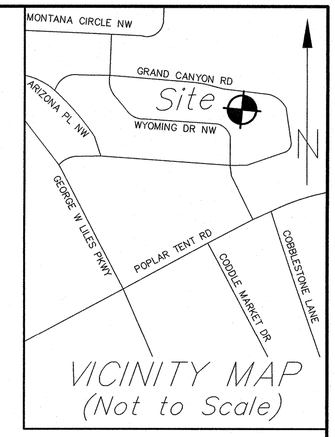
"I, MARK C. CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FORM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

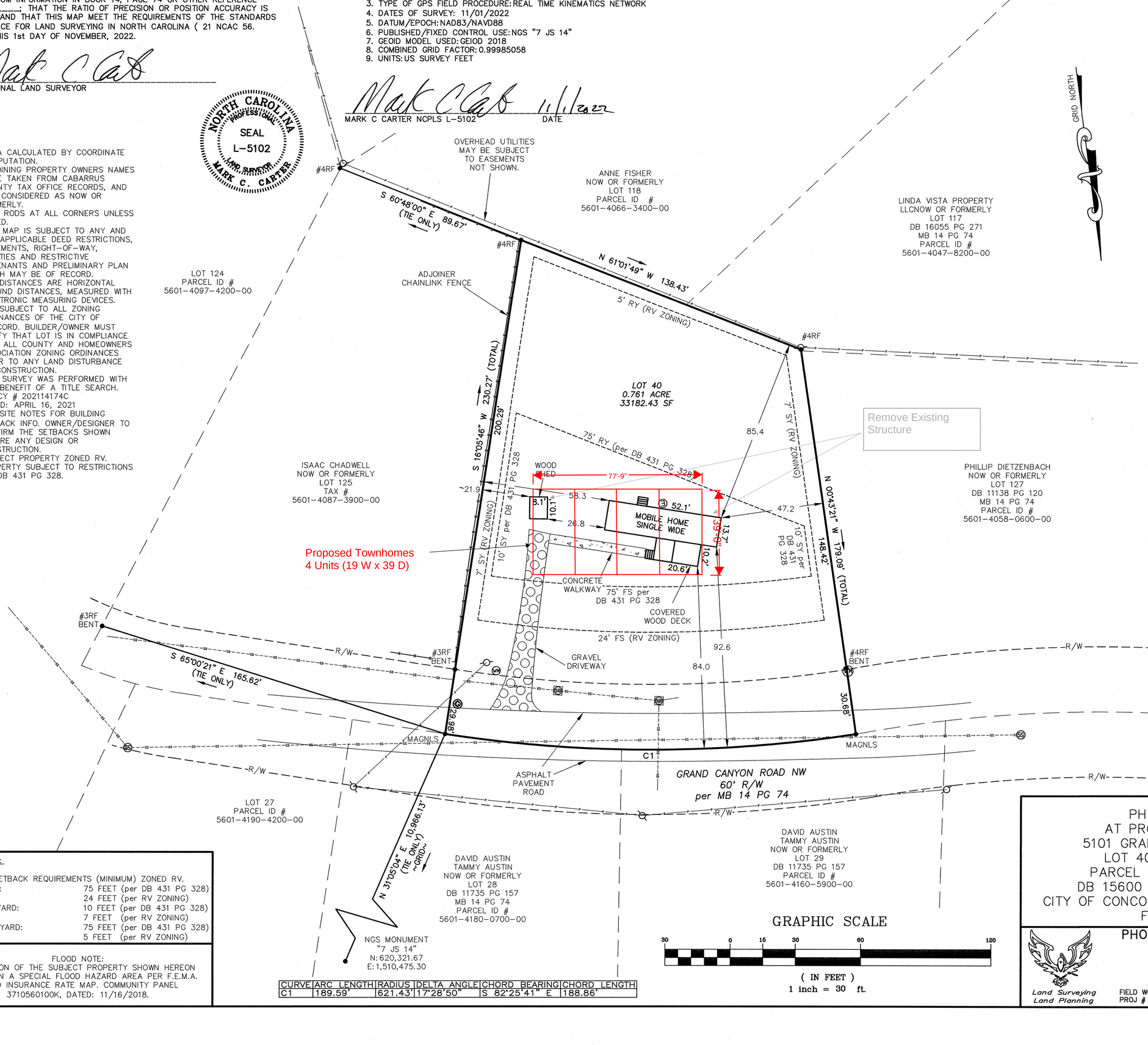
1. CLASS OF SURVEY: A
2. POSITIONAL ACCURACY: 0.04 US FEET
3. TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATICS NETWORK
4. DATES OF SURVEY: 11/01/2022
5. DATUM/EPOCH: NAD83/NAVD88
6. PUBLISHED/FIXED CONTROL USE: NGS "7 JS 14"
7. GEOID MODEL USED: GEIOD 2018
8. COMBINED GRID FACTOR: 0.99985058
9. UNITS: US SURVEY FEET

MARK C CARTER NCPLS L-5102 DATE 11/1/2022

NOTES

1. AREA CALCULATED BY COORDINATE COMPUTATION.
2. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
3. IRON RODS AT ALL CORNERS UNLESS NOTED.
4. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
6. LOT SUBJECT TO ALL ZONING ORDINANCES OF THE CITY OF CONCORD. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE SEARCH. POLICY # 202114174C DATED: APRIL 16, 2021
8. SEE SITE NOTES FOR BUILDING SETBACK INFO. OWNER/DESIGNER TO CONFIRM THE SETBACKS SHOWN BEFORE ANY DESIGN OR CONSTRUCTION.
9. SUBJECT PROPERTY ZONED RV.
10. PROPERTY SUBJECT TO RESTRICTIONS per DB 431 PG 328.





LEGEND

RF	REBAR FOUND
RS	REBAR SET
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
MB	MAP BOOK
DB	DEED BOOK
PG	PAGE
FS	FRONT SETBACK
RY	REAR YARD
SY	SIDE YARD
MAGNLS	MAGNAIL SET
—SD—	STORM DRAIN LINE
—P—	OVERHEAD POWER LINE
—X—	CHAINLINK FENCE
	POWER POLE
	ADJOINER PROPERTY LINE
	R/W LINE
	EXTERIOR PROPERTY LINE
	REINFORCED CONCRETE PIPE
	BUILDING SETBACK LINE
WM	WATER METER
G	GOOGLE FIBER
SD	STORM DRAIN MANHOLE
E	HVAC
	CONCRETE
	GRAVEL

SITE NOTES:

BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED RV.

FRONT:	75 FEET (per DB 431 PG 328)
	24 FEET (per RV ZONING)
SIDE YARD:	10 FEET (per DB 431 PG 328)
	7 FEET (per RV ZONING)
REAR YARD:	75 FEET (per DB 431 PG 328)
	5 FEET (per RV ZONING)

FLOOD NOTE:
NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP. COMMUNITY PANEL 3710560100K, DATED: 11/16/2018.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	189.59'	621.43'	17°28'50"	S 82°25'41" E	188.86'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PHYSICAL SURVEY
AT PROPERTY KNOWN AS
5101 GRAND CANYON ROAD NW
LOT 40, COUNTRY ACRES
PARCEL ID # 5601-4068-93,
DB 15600 PG 133, MB 14 PG 74
CITY OF CONCORD, CABARRUS COUNTY, NC
FOR: MA YANWEI

PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912
Land Surveying
Land Planning

FIELD WORK: CC ~ MAPPING: KH
PROJ # 731-2075-01 5101 GRAND CANYON RD NW

Residential: Multi-Family

322 Fox (CN-PSA-2024-00099)

322 Fox St. SW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	12	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
2,400	2,400

Project Scoring

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
2	0	0	0	0	1	0

Brief Summary

The applicant is proposing 4 triplexes equating to 1 per lot. They are proposing that each triplex will have two units with 3 bedrooms and one with two. This parcel falls inside the Center City Plan.

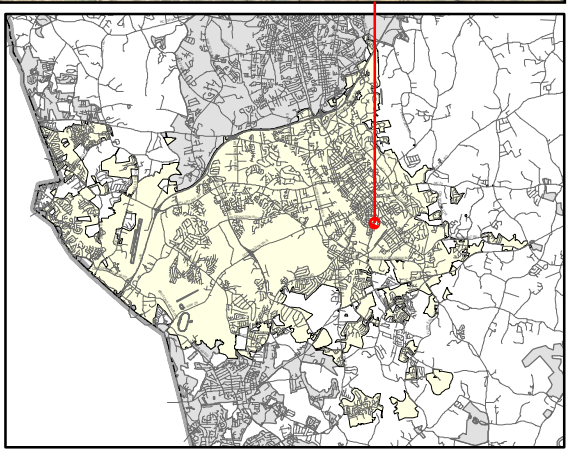
CN-PSA-2024-00099 - 322 Fox

Type: Residential Multifamily

9 multi-family units

Allocation Request: 2,400

Developments
Parcels
Rivers
Concord
Cabarrus County



dotloop signature verification: dtlp.us/QDxe-MwtS-nAv2

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	324 Fox Street Development					
2.)	Description of project location:	Lot 1-4 of 324 Fox St. (322 FOX ST SW CONCORD) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	56209354860000	3a.)	Parcel Acreage:	0.583		
4.)	Site Zoning and use:	RC	5.)	Area Commercial or Industrial Building (sq. ft.)	14706		
6a.)	Description of Facility to be served.	lti-Family Resider	6b.) Number of Lots	3	6c.) Number of Units	9	
7d.)	Additional description information:	New Triplexes Construction					

B. Applicant Information

Stanley Eugene Miller , Owner (Title)	378 Fox St SW
(**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	(Applicant's Street or Box Number)
	Concord, NC 28025
(**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	(Applicant's City, State, Zip Code)
704-661-9762	
(Applicant's Phone Number)	(Applicant's Facsimile Number)
(Name) (Email)	
(Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

(Typed name of North Carolina Professional Engineer)	(Company Name)
(NCPE Registration Number)	(Street or Box Number)
(Phone Number)	(City, State, Zip Code)
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

dotloop signature verification: dtlp.us/QDxe-MwtS-nAv2

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
- ◉ No
- ○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 2400 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
- a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
- b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)		No. of Units	Flow	
8 Bd	75 gal/	1 Bd	3	GPD	600
8 Bd	75 gal/	1 Bd	3	GPD	600
8 Bd	75 gal/	1 Bd	3	GPD	600
8 Bd	75 gal/	1 Bd	3	GPD	600
	gal/			GPD	
	gal/			GPD	
			Total	GPD	2400

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Stanley Eugene Miller (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Stanley Eugene Miller — dotloop verified 07/15/24 7:52 PM EDT 2P8J-QF1S-NEHS-LFBF

Signature: Date: 7/10/2024

Fox St Triplex Subdivision

A 4-lot plat project narrative

Subject Site / Properties Information

Address: 322 Fox St. SW (Lot 4 of 324 Fox St.) and Lots 1-3 of 324 Fox St SW Concord, NC 28025

Tax Parcel Number(s): 56209354860000 and 56209353510000

Owners and applicants: Stanley Eugene Miller and ZH investments, LLC (Margarito Zavala)

Subject Site / Property Description

The subject property is located at 324 Fox St., extending from the corner lot of Broad Dr SW down Fox St SW, the fourth lot property line is bordering the unopened 2nd Avenue. The Property is

approximately 0.782 acre in size, rectangular in shape, and consists of four contiguous

Assessor tax parcels. The Property is located in a residential compact zone (RC).

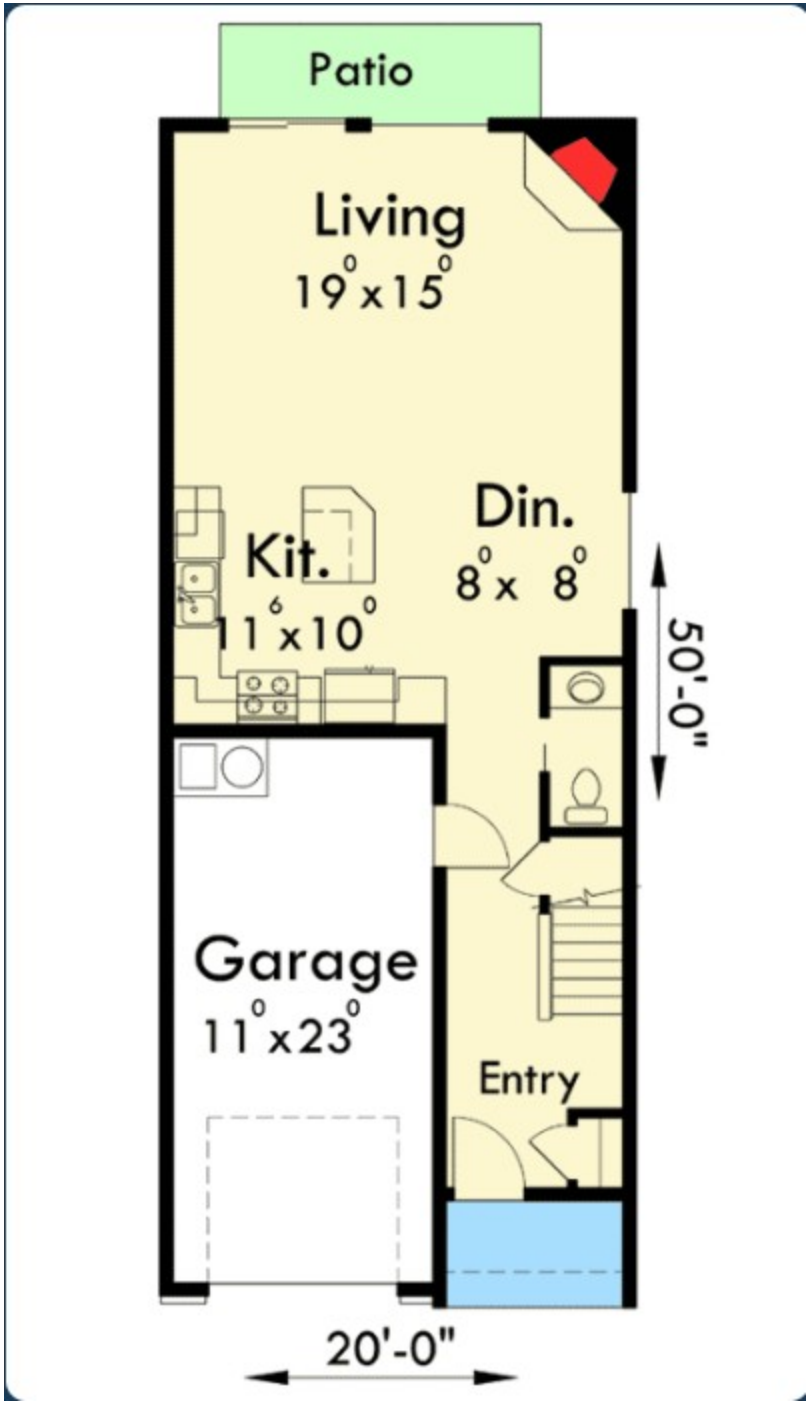
Project Description

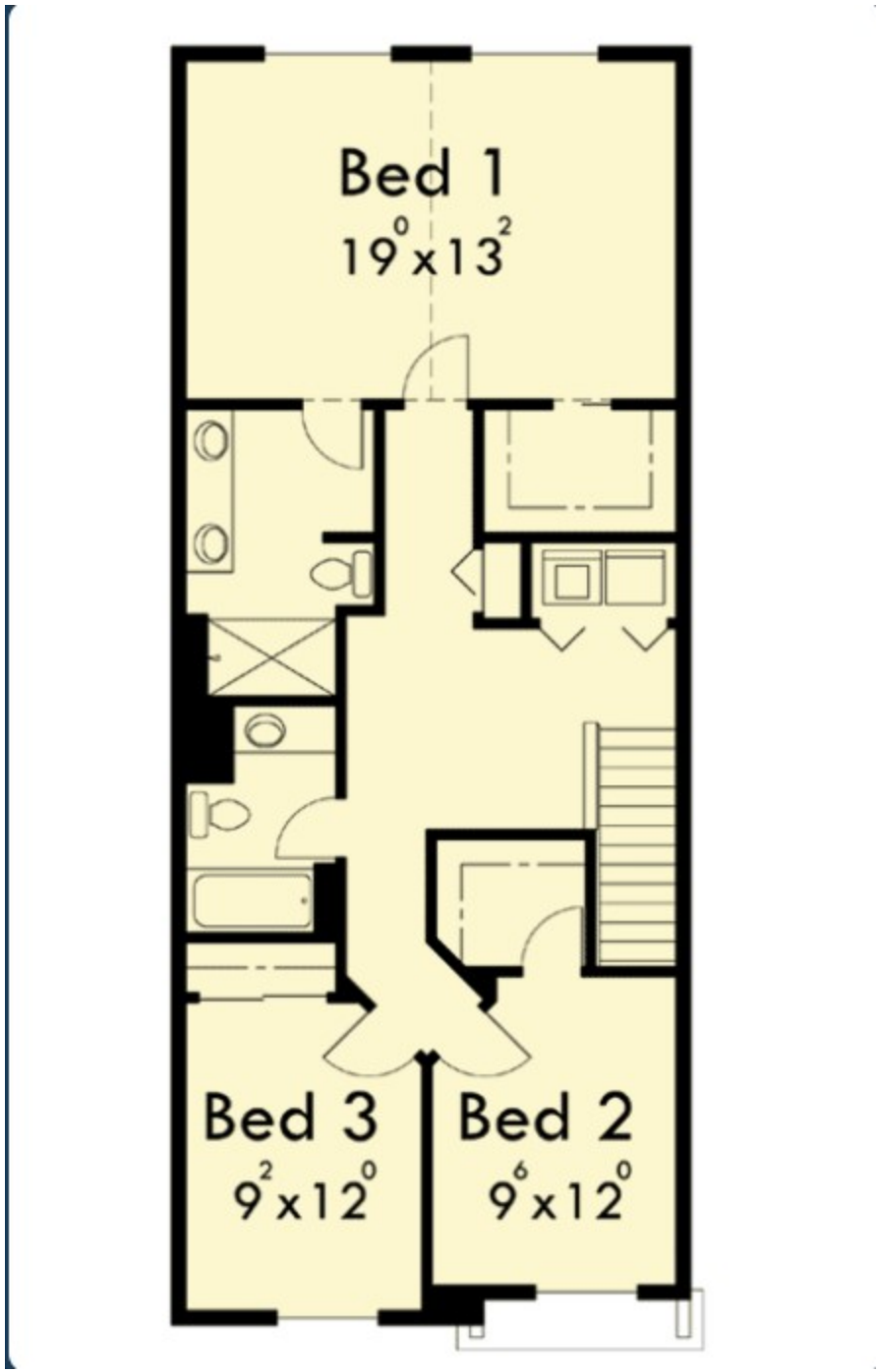
The proposed project is a development of 4 lots with 1 triplex per lot and each triplex will have 2 units with 3-bedrooms and one unit with 2 bedrooms. This 12-unit dwellings will bring about housing opportunities while maintaining neighborhood compatibility. The site has been planned for development for some time but is presently undeveloped and it is a clear and flat area.

Utilizing an average daily wastewater flow rate of 75 gpd per bedroom per the recently adopted Wastewater Regulatory Relief Act G.S. 143-215.1 Amendment for residential development, the total estimated average daily wastewater flow would be 2,400 gpd. Public water and sewer mains will be extended into the site from existing infrastructure.

It provides an answer to the housing shortage and an opportunity for additional residential housing in a portion of the City that is going major development. This project is minority owned and develop by two local friends who are current residents in Concord.

REAR ELEVATION


Patio
Living
19°x15°
Kit.
11°x10°
Din.
8°x 8°
50'-0"
Garage
11°x23°
Entry
20'-0"


Bed 1
19'0" x 13'2"
Bed 3
9'2" x 12'0"
Bed 2
9'6" x 12'0"

Residential: Multi-Family

Winecoff Apartments (CN-PSA-2024-00116)

280 Belvedere Dr. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
5/20/2021	Yes	39	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	Yes	No	Yes	Yes	Yes	No

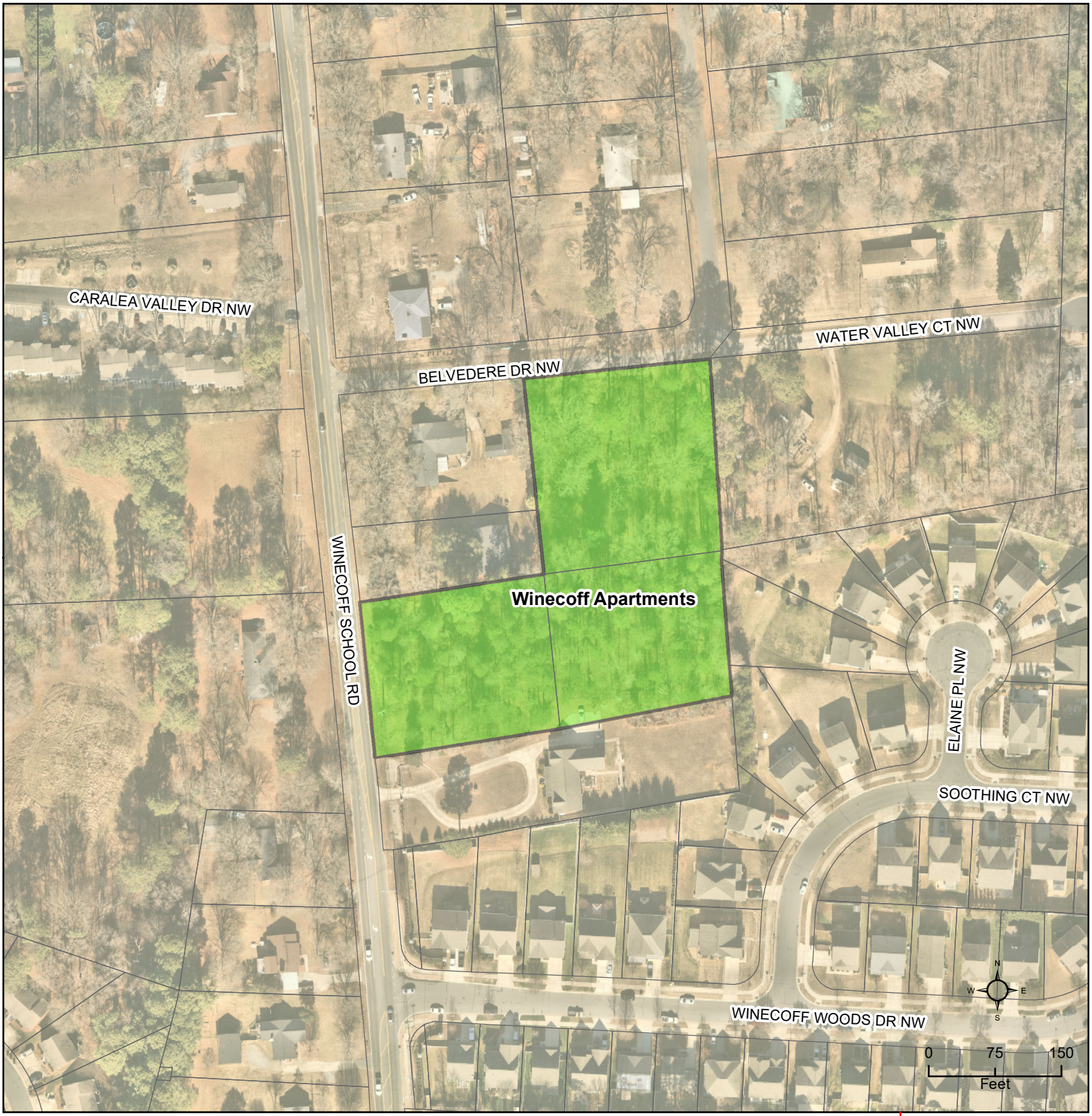
Allocation Request

Total	2024
5,925	5,925

Small Area Plan	Vertical Mixed Use	Redevelopment Site	Horizontal Mixed Use	Downtown (MSD)	Located Adjacent to Existing Sewer	Annex.
0	0	0	0	0	1	0

Brief Summary

The applicant is proposing two smaller style apartment buildings, one is a 3 story, and one is a 2 story. The applicant is requesting sewer for 39 units. The applicant is also proposing 8 garages. The applicant is also proposing an open-air pavilion and a dog park area. This project is infill.



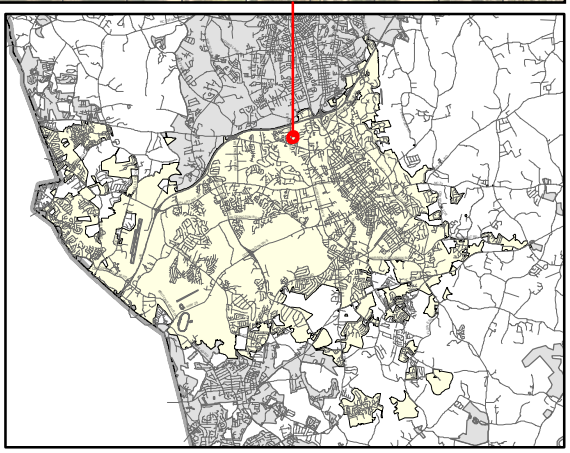
CN-PSA-2024-00116 - Winecoff Apartments

Type: Residential Multifamily

39 multi-family units

Allocation Request: 5,925

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Winecoff Apts				
2.)	Description of project location:	Near the corner of Winecoff School Rd and Belvedere Dr NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	5611-67-0451, 5611-67-2464, 5611-67-2664	3a.)	Parcel Acreage:	2.61	
4.)	Site Zoning and use:	RC - multifamily	5.)	Area Commercial or Industrial Building	(sq. ft.)	
6a.)	Description of Facility to be served.	2 apartment buildings	6b.) Number of Lots	3 to be combined	6c.) Number of Units	
7d.)	Additional description information:					

B. Applicant Information

Tran M Chung, Owner (Title) (Name of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	381 Sycamore Ridge Rd NE (Applicant's Street or Box Number)
(Name of Applicant's **company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings, as applicable.)	Concord NC 28025 (Applicant's City, State, Zip Code)
704-640-7304 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Virginia Moore, Architect (Name) vmoore@cmoorearch.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	tmchung78@yahoo.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Riley Dee Burgess Jr (Typed name of North Carolina Professional Engineer)	Woodbine Design, PC (Company Name)
10051 (NCPE Registration Number)	20816 N. Main St Suite 204 (Street or Box Number)
704-315-8367 (Phone Number)	Cornelius NC 28031 (City, State, Zip Code)
Peyton Woody, PE (Name and affiliation of contact person, who can answer questions about **application & designs**)	pwoody@woodbinedesign.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☑	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 5,925 total both phases gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)		No. of Units	Flow	
Phase 1 - 20 two bedroom units	150 gal/ per unit		20	GPD	3,000
Phase 1 - 2 one bedroom units	75 gal/ per unit		2	GPD	150
Phase 1 - 2 three bedroom units	225 gal/ per unit		2	GPD	450
Phase 2 - 12 two bedroom units	150 gal/ per unit		12	GPD	1,800
Phase 2 - 1 one bedroom unit	75 gal/ per unit		1	GPD	75
Phase 2 - 2 three bedroom units	225 gal/ per unit		2	GPD	450
			Total	GPD	5,925

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Tran Chung (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: Tran Chung Date: 7/29/2024

Carlos J. Moore
ARCHITECT, P.A.
Established 1987
222 Church Street North • Concord, NC 28025 • 704-788-8333 • Fax 704-782-0487 • www.cmoorearch.com

Project Narrative for Winecoff School Rd
PIN – 5611-67-0451, 5611-67-2464, 5611-67-2664
Zoned RC
2.619 acres

The project site is an undeveloped wooded parcel just south of Belvedere Dr NW. The project went before DRC in May of 2021. A traffic impact analysis was requested and performed. It is attached for your reference.

The project consists of developing 2 small apartments buildings, one is 3 story and one is 2 story along with 8 garages. Efforts are made to create a pleasant, small scale, affordable, apartment community. The developer's intent is to provide affordable apartment homes that are big enough for a family and to provide additional smaller units for single occupants or for the single parent.

Building 1, the 3 story structure, is situated towards Winecoff School Rd for a more commercial street presence. Building 2, the 2 story structure, is situated closer to Belvedere and is sensitive to scale of the existing neighborhood.

Garages are proposed as an added amenity, as well as an open air pavilion, and a dog park area.

DAVENPORT

September 14, 2021

TECHNICAL MEMORANDUM

Winecoff Apartment Development

Concord, NC

Prepared for
Carlos Moore Architect, PA

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Project #: 210618

DAVENPORT

Transportation Technical Memorandum

Winecoff Apartment Development
Concord, NC

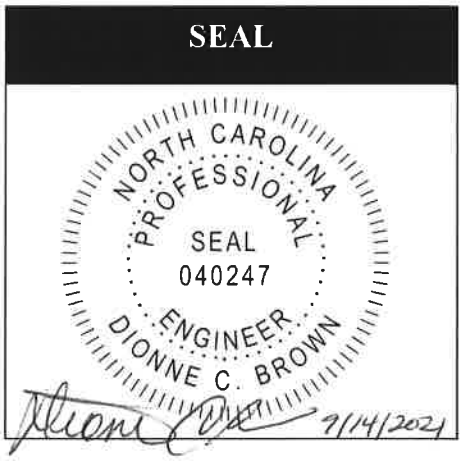
Prepared for Carlos Moore Architect, PA
September 14, 2021

Analysis by: Dionne C. Brown, P.E.

Drafting/Graphics by: Dionne C. Brown, P.E.

Reviewed by: Erin Govea, P.E.

Sealed by: Dionne C. Brown, P.E.



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119 Brookstown Ave. Suite PH1
Winston-Salem, NC 27101
Main: 336.744.1636: Fax: 336.458.9377

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Transportation Technical Memorandum
Winecoff Apartment Development
September 14, 2021

The proposed Winecoff Apartment Development is to be located on the southeast quadrant of the intersection of Winecoff School Road at Belvedere Drive in Concord, NC. The proposed Winecoff Apartment Development is planned to consist of 39 apartment units. Based on the site plan, the proposed development will have one (1) access point on Belvedere Drive.

Winecoff School Road is a two-lane road and approximately 21 feet wide with a speed limit of 35 MPH. Belvedere Drive is a two-lane road and approximately 20 feet wide with a speed limit of 25 MPH. The predominant land uses in the study area are residential. The AADT on Winecoff School Road is 9,200 vehicles per day in 2019.

Vehicular Trip Generation

The trip generation potential of this site was projected based on the most recent edition (10th Edition) of the ITE *Trip Generation Manual.* Table 1 presents the results.

Table 1 – ITE Trip Generation

Land Use	Intensity	Average Daily Traffic (vehicles per day)	AM Peak Hour (vehicles per day)		PM Peak Hour (vehicles per day)	
			Enter	Exit	Enter	Exit
220 – Low Rise Multifamily Housing	39 Dwelling Units	254	4	15	16	10
Total Trips		**254**	**4**	**15**	**16**	**10**

It is estimated that the distribution is a 50/50 split on Winecoff School Road.

Sight Distance

DAVENPORT carried out on-site field investigation of the proposed site access on Belvedere Drive. Looking west there is clear sight distance approximately 300 feet and to the east approximately 500 feet. Based on a design speed of 30 MPH on Belvedere Drive, this sight distance exceeds the NCDOT minimum requirement of 200 feet.

Turn Lane Determinations

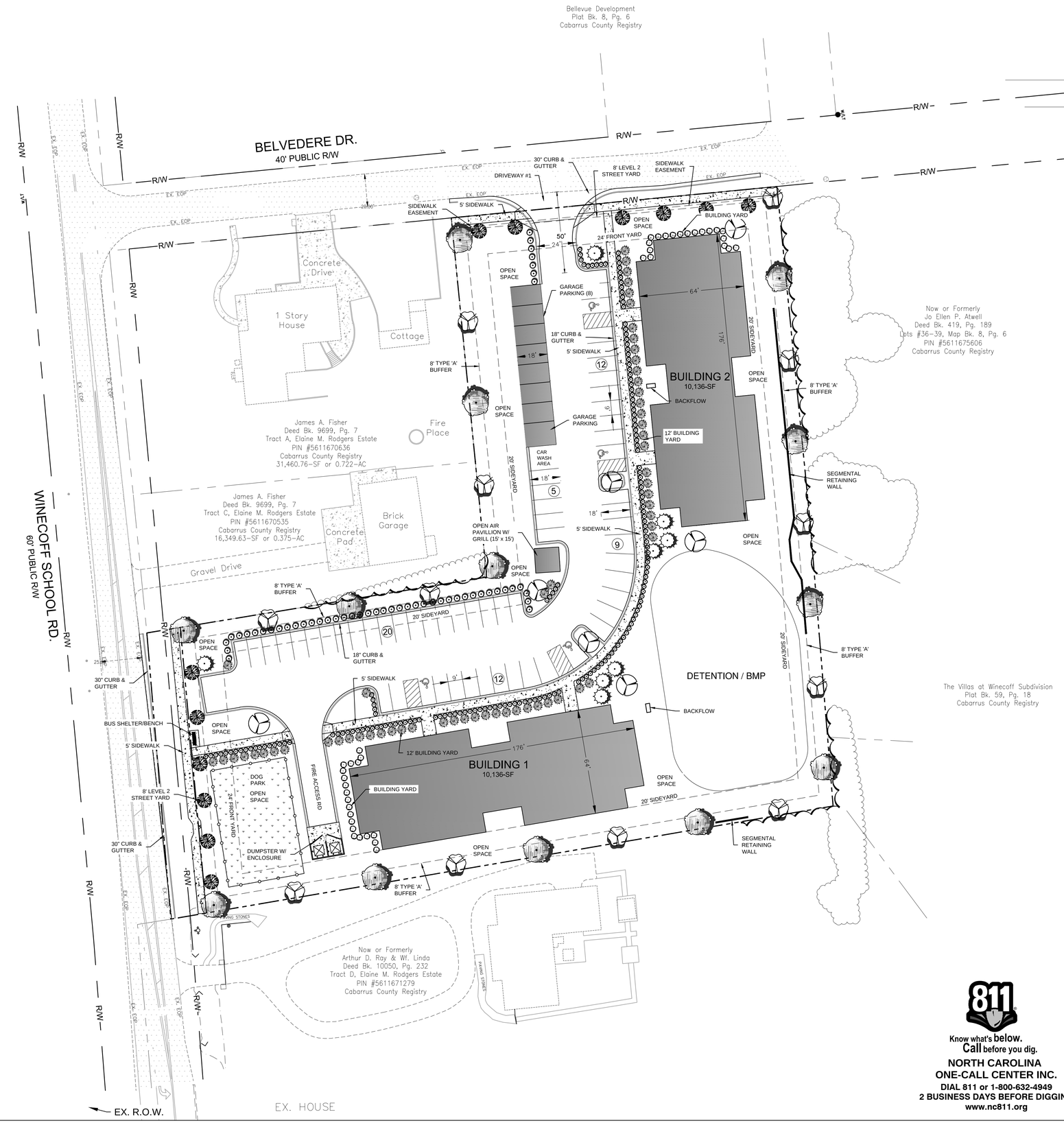
Though traffic volumes were not collected for this project, it is estimated that 10% of the AADT (one way) represents the PM Peak Hour volumes. Therefore, the estimated PM peak hour volume is 460 vehicles on Winecoff School Road. The AADT on Belvedere Drive is unknown. Therefore, according to the City of Concord guidelines, a right turn lane and a left turn lane will be warranted on Winecoff School Road at Belvedere Drive based on the AADT being over 4,000 vehicles per day.

Recommendations

It is recommended to provide a northbound right turn lane of 100 feet of storage and southbound left turn lane of 100 feet of storage with appropriate tapers at the intersection of Winecoff School Road and Belvedere Drive. It is also recommended that the site access be designed and constructed to City of Concord and NCDOT design requirements.

Conclusion

In conclusion, the analysis indicates this development is not expected to have a detrimental impact on traffic operations in the vicinity. Please note that the proposed access should be designed in accordance with City of Concord and NCDOT standards.



ZONING CODE SUMMARY

PROJECT NAME: WINCOFF APARTMENTS
OWNER: TRAN M. CHUNG
PLANS PREPARED BY: Woodbine Design, PC PHONE # 704-315-8367
ZONING: RC JURISDICTION: CITY OF CONCORD
TAX PARCEL ID: (5611-67-0451), (5611-67-2464) & (5611-67-2664)
LOT SIZE: 114,109.48 / 2.619 SQ. FT./ACRES
PROPOSED USE: APARTMENTS
MAX. BUILDING HEIGHT: 35 FEET PROPOSED HEIGHT: XX FEET
MAX. BUILDING LENGTH: 180 FEET PROPOSED LENGTH: XX FEET
BUILDING COVERAGE: PROP. = 25,340 SQ. FT.
DENSITY ALLOWED: 15 UNITS/AC = 2.619-ac x 15 = 39.29 UNITS
DENSITY PROPOSED: 15 UNITS/AC or 39 UNITS

YARD REQUIREMENTS:
SETBACK (FRONT): 24 FT. FROM R/W, SIDE YARD (R): 20 FT.
SIDE YARD (L): 20 FT. REAR YARD: 20 FT.

OPEN SPACE:
REQUIRED = 20% (EXCLUDING BMP)
PROVIDED = SITE 114,083.64 - BLDG. (20,272+22969+11,225) - PAVE - POND = ACTIVE OPEN SPACE 59,617.64-SF
PROVIDED = 59,617.64-SF/114,083.64=52%

IMPERVIOUS AREA DATA

EXIST IMPERV COVERAGE:	0 (REMOVED)	SQ. FT./ACRES
PAVEMENT COVERAGE:	22,969 / 0.53	SQ. FT./ACRES
GRAVEL COVERAGE:	1270 / 0.03	SQ. FT./ACRES
CONCRETE COVERAGE:	3010 / 0.078	SQ. FT./ACRES
BUILDING COVERAGE:	20,488 / 0.47	SQ. FT./ACRES
PAVILION COVERAGE:	225 / 0.005	SQ. FT./ACRES
TOTAL IMPERVIOUS:	48,117 / 1.10	SQ. FT./ACRES
LOT SIZE:	114,083.64 / 2.619	SQ. FT./ACRES
PERCENT IMPERVIOUS:	42% FOR OVERALL SITE, MAX ALLOWED 50%	

LANDSCAPING & BUFFER DATA

BUFFERS YARD:
FRONT: (NO) / YES ____ FT. REAR NO / (YES) 8' TYPE 'A'
SIDE (R): NO / (YES) 8' TYPE 'A' FT. SIDE (L): NO / (YES) 8' TYPE 'A'
POINTS REQUIRED = .2 POINTS/LF

BUILDING YARD:
FRONT: NO / (YES) 8' CATEGORY 2 FT. REAR (NO) / YES ____
SIDE (R): NO / (YES) 8' CATEGORY 2 FT. SIDE (L): NO / (YES) 8' CATEGORY 2
POINTS REQUIRED = .5 POINTS/LF

STREET YARD:
REQUIRED: 8' LEVEL 1
NOTE: LANDSCAPE CALCS TO BE DETERMINED
POINTS REQUIRED = .24 POINTS/LF

PARKING LOT YARD:
REQUIRED: 10% NET AREA OF PARKING LOT
PLANTINGS REQUIRED = 1 SHADE TREE & 8 SHRUBS PER EACH 10 PARKING SPACES.

PARKING

PER CONCORD ZONING ORDINANCE SECTION NO. 10.3
REQUIRED: 60 PROVIDED: 58+8 GARAGES=66
HC REQ'D: 4 HC PROVIDED: 4
MIN PARKING = 1.5 SPACES/UNIT

WATERSHED

WATERSHED: NOT WITHIN A WATERSHED DISTRICT

TIME TABLE

1. PROJECT SHALL BEGIN UPON APPROVAL AND END WITHIN 1-YEAR, NO PHASING

GENERAL NOTES

1. SITE ADDRESS SHALL BE POSTED ON BUILDING FOR EMERGENCY RESPONSE TEAMS.
2. CONTACT THE UTILITY COMPANY TO RELOCATE ANY EXISTING UTILITY POLES. ALL EXISTING FACILITIES WHICH CONFLICT WITH THE IMPROVEMENTS UNDER THE SCOPE OF THIS PROJECT MUST BE RELOCATED AT THE EXPENSE OF THE APPLICANT.
3. BEFORE YOU DIG STOP. CALL THE NC ONE-CALL CENTER AT 1-800-632-4949. ITS THE LAW.
4. SITE LIGHTING SHALL BE PERMITTED SEPARATELY, NO LIGHTING IS PROPOSED AT THIS TIME.
5. THIS SITE SHALL UTILIZE CENTRAL DUMPSTER LOCATION AS SHOWN.
6. SIGNAGE SHALL BE PERMITTED SEPARATELY AND IN ACCORDANCE WITH THE CITY OF CONCORD ORDINANCE.
7. NO ONSITE DEMOLITION LANDFILL OR STUMP HOLE SHALL BE LOCATED ON THIS SITE.

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blending nature & man
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pwoody@woodbinedesign.com
980.722.2669 20816 N. Main Street, Suite 204
704.315.8367 Cornelius, NC 28031

PRELIMINARY NOT FOR CONSTRUCTION

SEAL

PROFESSIONAL ENGINEER SEAL NO: C-4063 NORTH CAROLINA

NORTH ARROW
0 15 30 60
Graphic Scale 1" = 30 ft.

Project: WINCOFF APARTMENTS
Location: 280 BELVEDERE DR NW CONCORD, CABARRUS COUNTY, NC
Sheet Title: SITE PLAN

DEVELOPER/OWNER
TRAN M. CHUNG
381 SYCAMORE RIDGE
CONCORD, NC 28025

Designed By: Woodbine Design
Drawn By: NA
Date: 4/26/21
Revisions:
6/18/21-DRC Comments
7/1/21-NCDOT Comments

Sheet C2 Of 10
Project Number 21020

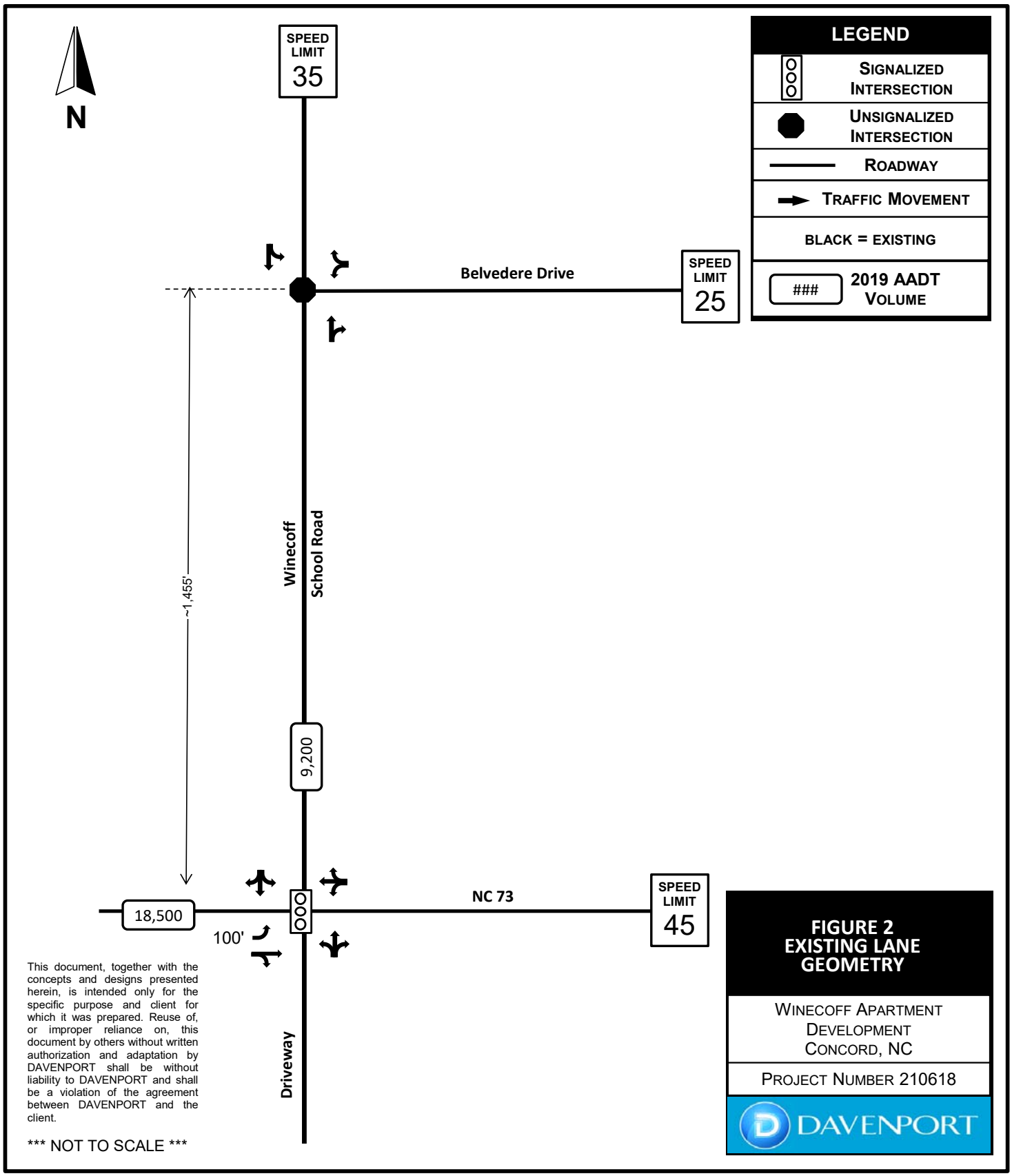

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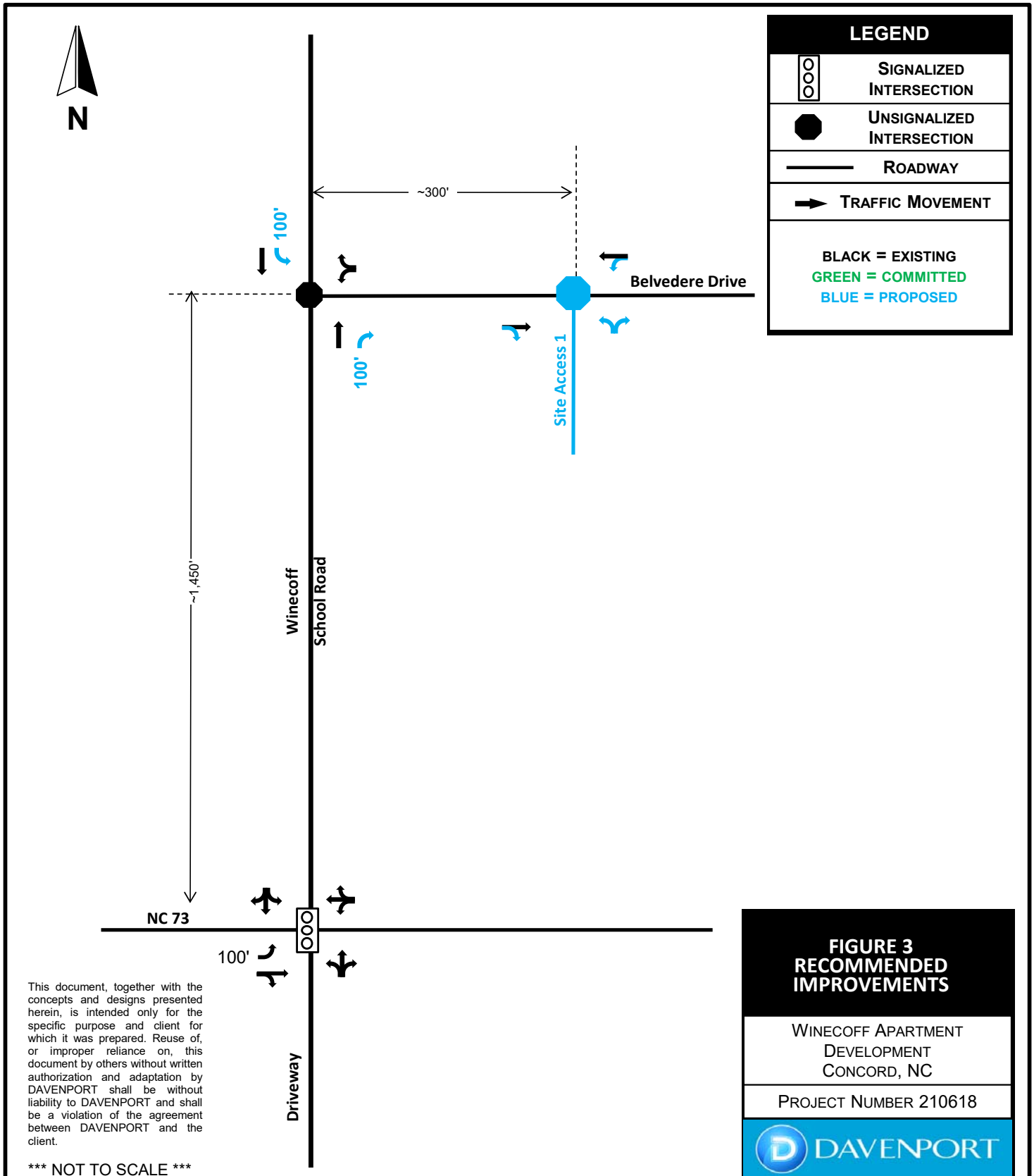
FIGURE 2
EXISTING LANE GEOMETRY

WINECOFF APARTMENT DEVELOPMENT
CONCORD, NC

PROJECT NUMBER 210618

DAVENPORT



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*** NOT TO SCALE ***

FIGURE 3
RECOMMENDED IMPROVEMENTS

WINECOFF APARTMENT DEVELOPMENT
CONCORD, NC

PROJECT NUMBER 210618

DAVENPORT

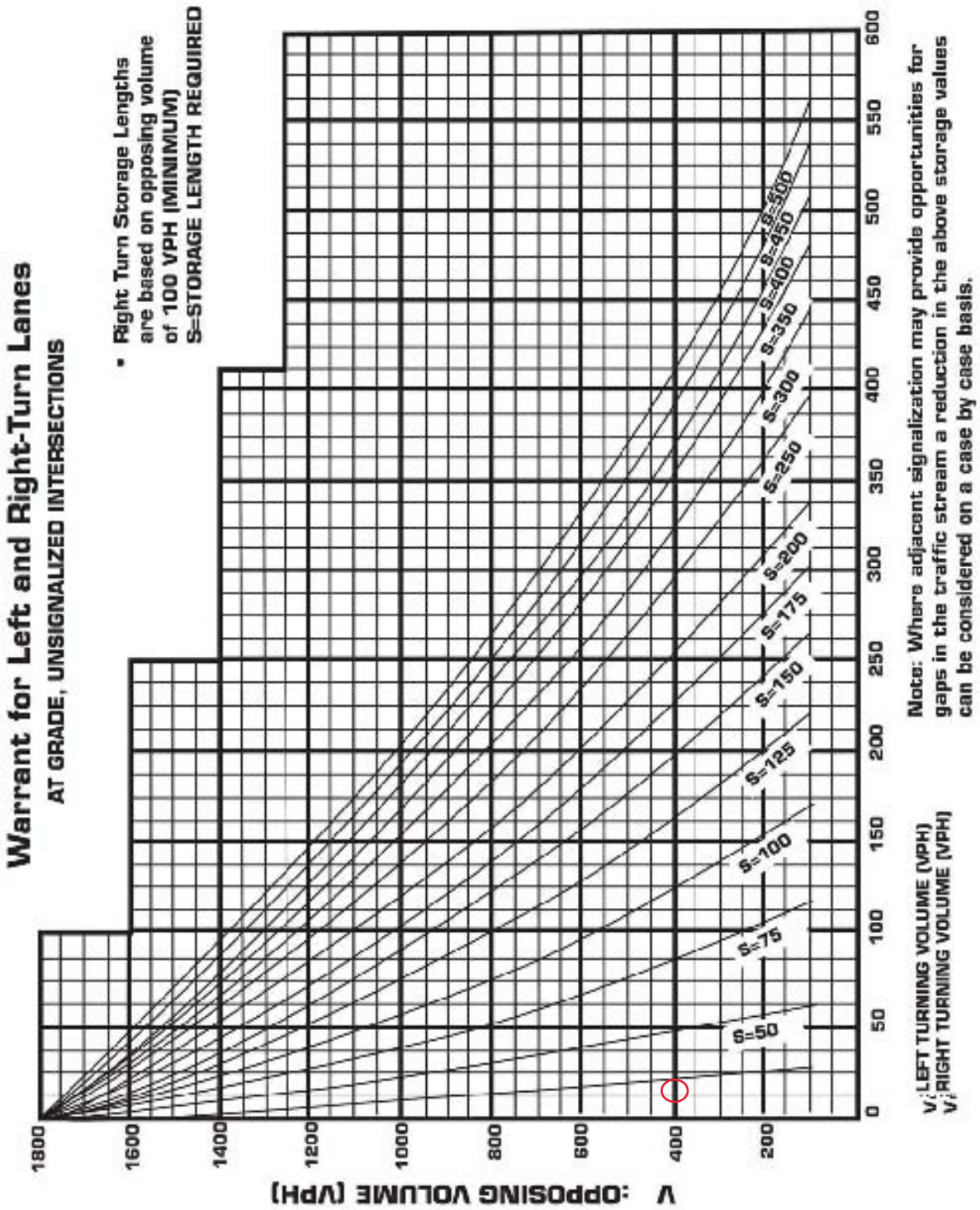
Right-Turn Lane Warrants					
Peak Hour Traffic Volume on the Roadway in Advancing Direction	Minimum Peak Hour Right-Turn Traffic Volume				
	# of thru lanes per direction				
	1		2		3
	< 45 MPH Posted Speed	≥ 45 MPH Posted Speed	< 45 MPH Posted Speed	≥ 45 MPH Posted Speed	All Speeds
≤ 200	-	-	-	-	-
201 - 300	-	30	-	-	-
301 - 400	-	19	-	55	-
401 - 500	85	14	-	30	-
501 - 600	58	12	140	25	-
601 - 700	27	9	80	18	-
701 - 800	20	8	53	15	-
801 - 900	12	7	40	12	-
901 - 1000	9	6	30	11	-
1001 - 1100	8	5	23	9	18
1101 - 1200	7	5	18	8	16
1201 - 1300	6	4	14	8	15
1301 - 1400	6	4	11	6	12
1400 +	5	3	8	6	10

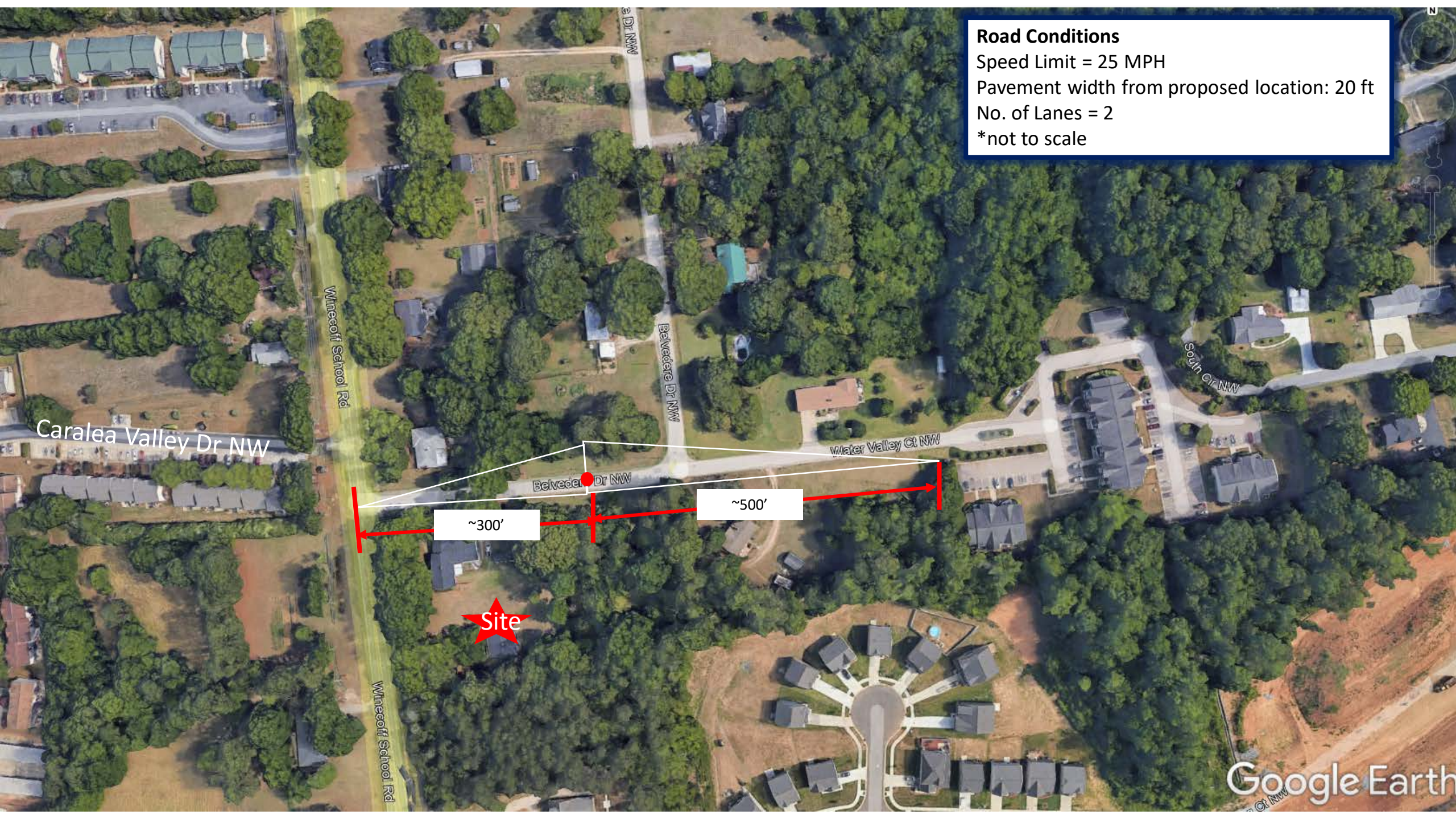
Table C-1

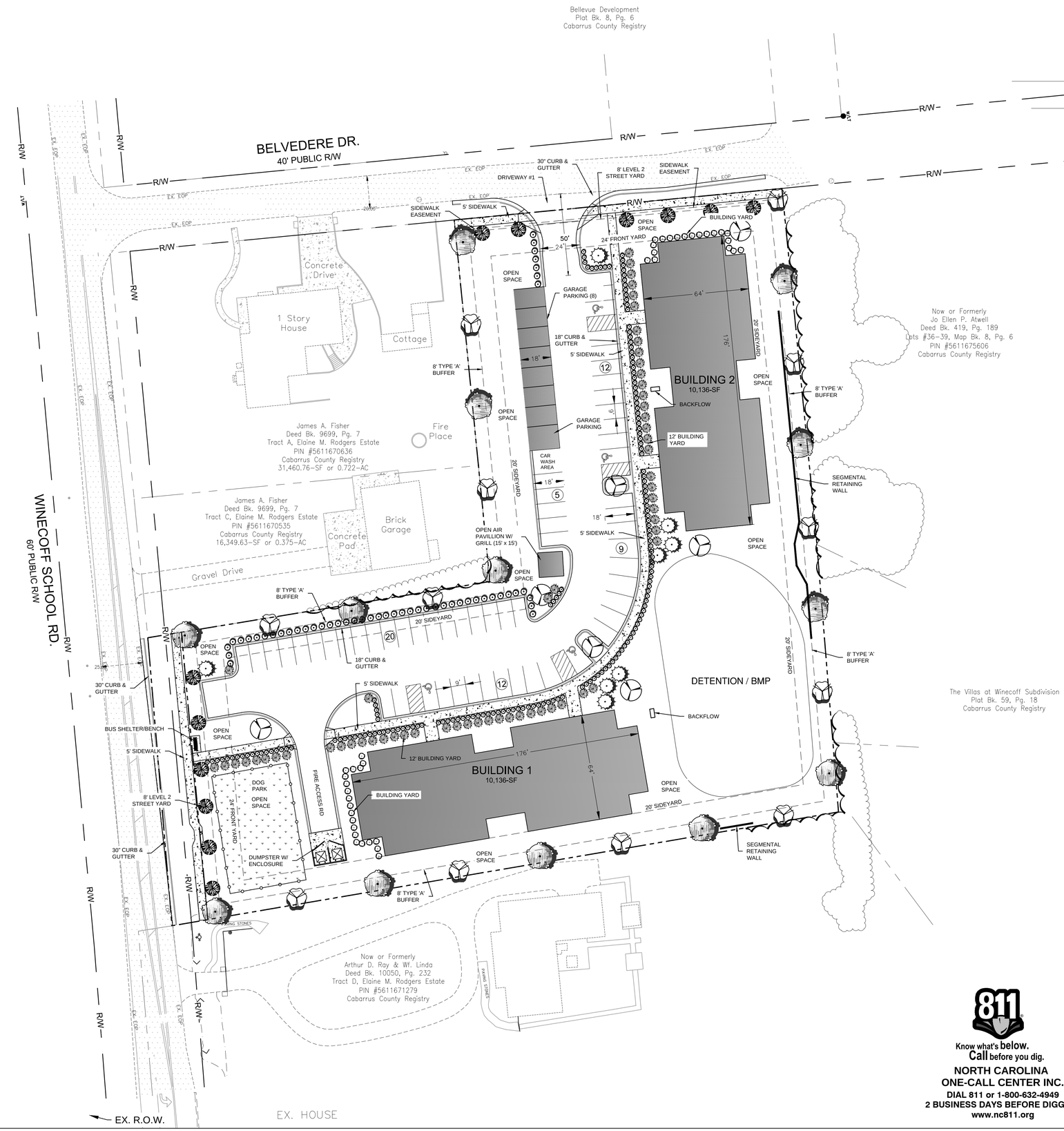
Left-Turn Lane Warrants				
Peak Hour Traffic Volume on the Roadway in Advancing Direction	Minimum Peak Hour Left-Turn Traffic Volume # of thru lanes per direction			
	1		2 (Undivided)*	
	< 45 MPH Posted Speed	≥ 45 MPH Posted Speed	< 45 MPH Posted Speed	≥ 45 MPH Posted Speed
≤ 200	30	15	-	-
201 - 300	12	12	40	30
301 - 400	12	12	30	25
401 - 500	12	12	25	18
501 - 600	12	12	15	12
601 - 1000	12	12	10	8
1000 +	12	8	10	8
*On non-freeway divided highways, left-turn or U-turn lanes should be provided at median breaks.				

Table C-2

Policy On Street And Driveway Access to North Carolina Highways




Road Conditions
Speed Limit = 25 MPH
Pavement width from proposed location: 20 ft
No. of Lanes = 2
*not to scale
Caralea Valley Dr NW
Winecoff School Rd
Belvedere Dr NW
Water Valley Ct NW
South Ct NW
~300’
~500’
Site
Google Earth



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NOTE: LANDSCAPE CALCS TO BE DETERMINED
POINTS REQUIRED = .24 POINTS/LF

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PLANTINGS REQUIRED = 1 SHADE TREE & 8 SHRUBS PER EACH 10 PARKING SPACES.

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PER CONCORD ZONING ORDINANCE SECTION NO. 10.3
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PLOTTED: 7/1/2021
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Land planning & civil engineering
blending nature & man
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woodbinedesign@gmail.com 704.315.8367
pwoody@woodbinedesign.com
20816 N. Main Street, Suite 204
Cornelius, NC 28031

PRELIMINARY NOT FOR CONSTRUCTION

SEAL

SEAL NO: C-4063

NORTH ARROW
Graphic Scale 1" = 30 ft.

Project: WINCOFF APARTMENTS
Location: 280 BELVEDERE DR NW CONCORD, CABARRUS COUNTY, NC
Sheet Title: SITE PLAN

DEVELOPER/OWNER
TRAN M. CHUNG
381 SYCAMORE RIDGE
CONCORD, NC 28025

Designed By: Woodbine Design
Drawn By: NA
Date: 4/26/21
Revisions:
6/18/21-DRC Comments
7/1/21-NCDOT Comments

1 / A-1 FRONT ELEVATION - 3 STORY BUILDING

SCALE 1/4"=1'-0"

SCHEMATIC DESIGN DRAWING
NOT FOR CONSTRUCTION

NOTICE:
ALL FEDERAL, STATE, LOCAL CODES, ORDINANCES AND REGULATIONS SHALL BE CONSIDERED AS PART OF PLANS AND SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PREFERENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED WHERE VARIANCES OCCUR.

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Carlos Moore
EST. 1987
ARCHITECT PA
222 CHURCH ST. N. CONCORD, NC 28025
T-704.786.8353 F-704.782.0487
WWW.CMOOREARCH.COM

PROJECT TITLE:
NEW CONSTRUCTION OF THE
WINECOFF APTS
WINECOFF SCH RD & BELVEDERE,CONCORD,NC

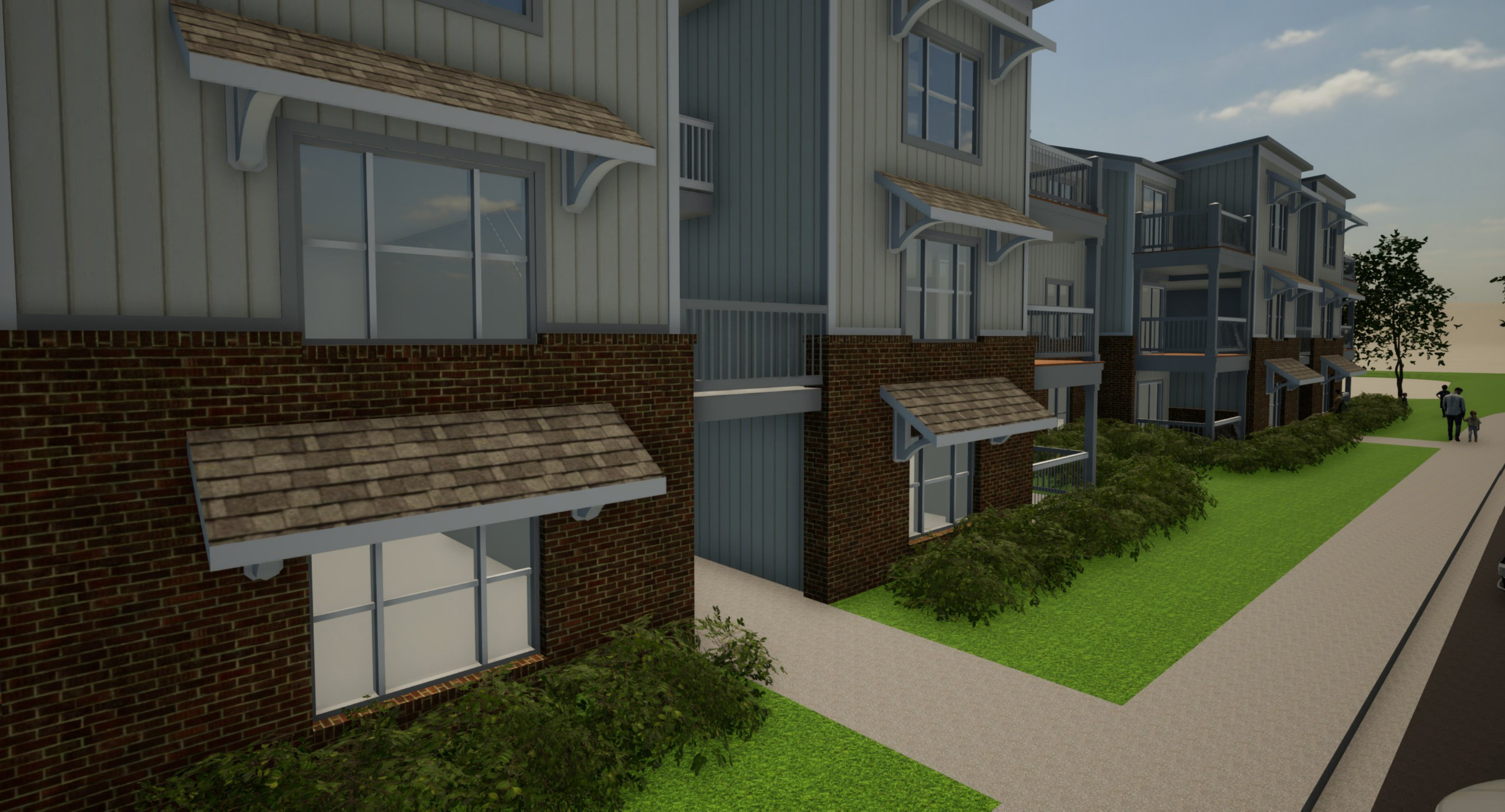
SHEET TITLE:
SCHEMATIC ELEVATION

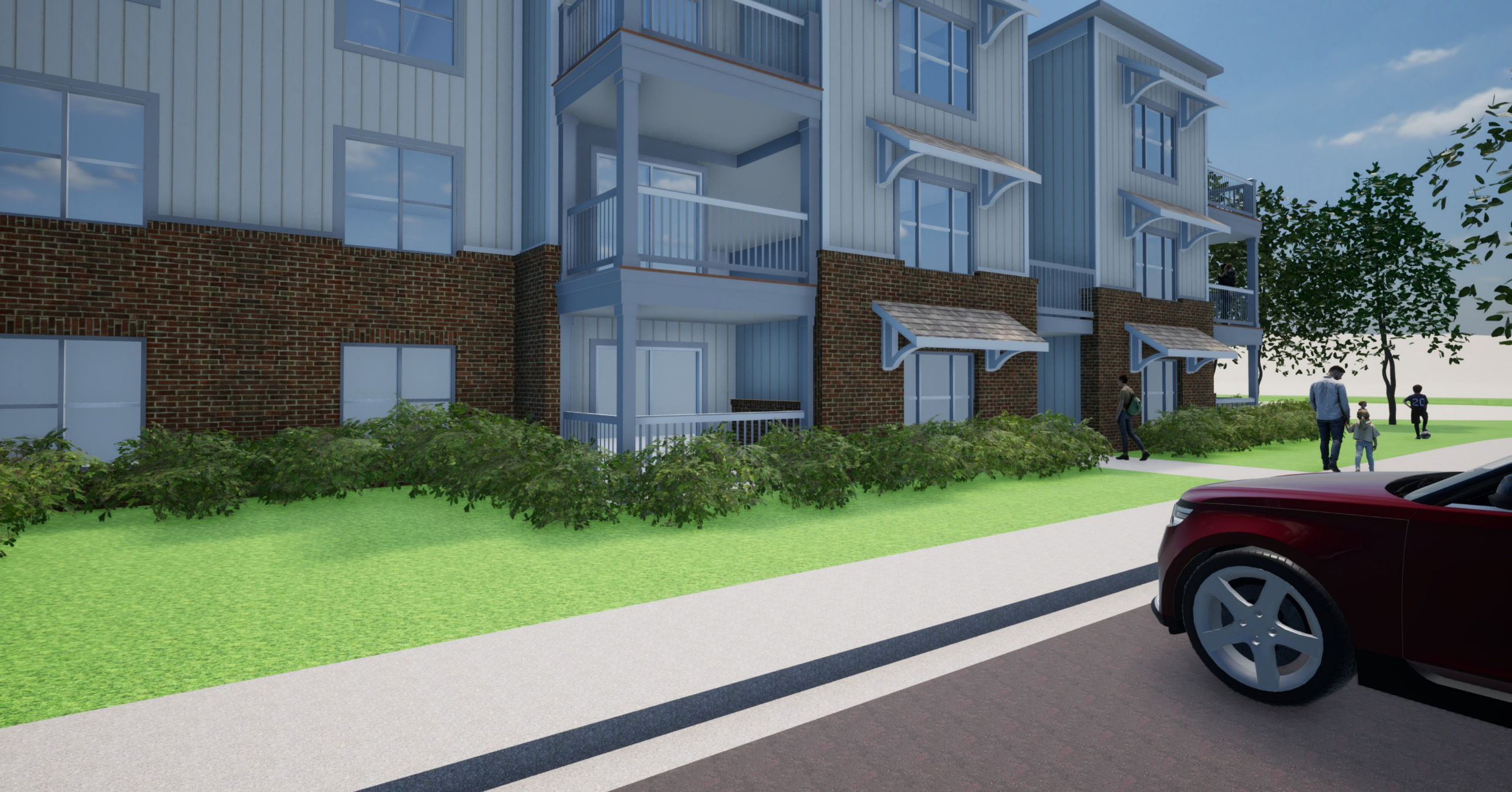
TODAY'S DATE: X
SCHEMATIC DESIGN APPR: XXXX
ORIGINAL SEAL DATE: XXXX

REVISIONS:

DRAWING NUMBER: 200201 EL
DRAWN BY: XXX
PROJECT MGR: XXX
CHECKED BY: V. MOORE

SHEET
A-1
OF . TOTAL # OF SHEETS: .





Nonresidential

Auto Parts Retail (CN-PSA-2024-00085)

3699 Concord Pkwy. S.

DRC	Entitled	Units	PRS Routed	Technically Approved
2/16/2023	Yes	12,000 sf Auto parts store	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	Yes	Yes	Yes	No

Allocation Request

Total	2024
1,200	1,200

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal consists of demolishing the existing gas station and parking lot to make room for the new auto parts store and parking lot. This parcel is zoned C-2 (General Commercial).

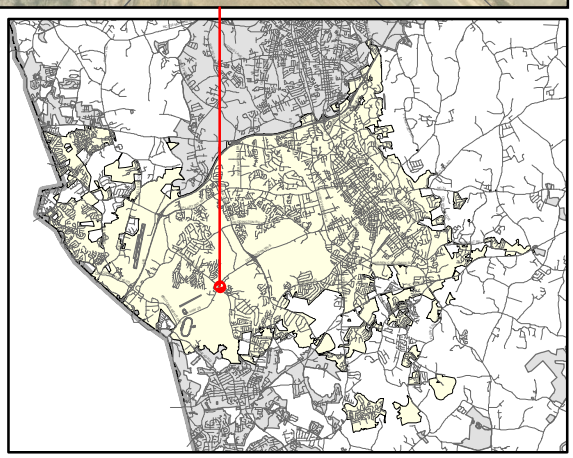
CN-PSA-2024-00085 - Auto Parts Retail

Type: Nonresidential

12,000 sf auto parts store

Allocation Request: 1,200

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Retail - Concord, NC					
2.)	Description of project location:	E corner of Concord Parkway S and Pitts School Road SW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	Cabarrus County Parcel Identification Number:	55093377060000	3a.)	Parcel Acreage:	1.34 ac		
4.)	Site Zoning and use:	C-2 Commercial	5.)	Area Commercial or Industrial Building (sq. ft.)	12,000		
6a.)	Description of Facility to be served.	Auto Parts Retailer	6b.) Number of Lots	1	6c.) Number of Units	1	
7d.)	Additional description information:	Stand alone autoparts retailer					

B. Applicant Information

Chris Neill, Project Director (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	1100 E. Morehead Street (Applicant's Street or Box Number)
Primax Properties, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28204-2815 (Applicant's City, State, Zip Code)
704.905.2416 (Applicant's Phone Number)	704.344.8288 (Applicant's Facsimile Number)
Chris Neill (Name) cneill@primaxproperties.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	cneill@primaxproperties.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Timothy Kyle Sharpe (Typed name of North Carolina Professional Engineer)	Gaskins + LeCraw (Company Name)
54209 (NCPE Registration Number)	3475 Corporate Way Suite A (Street or Box Number)
678.546.8100 (Phone Number)	Duluth, GA 30096 (City, State, Zip Code)
Chris Klentz (Name and affiliation of contact person, who can answer questions about **application & designs**)	ksharpe@gaskinslecraw.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☑	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 1,200 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
- a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
- b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Stores and shopping centers w/o food service	100 gal/ 1,000sf	12,000 sf	GPD 1,200
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1,200

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Chris Neill _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Chris Neill — Signature:

7/23/24 — Date:

January 23, 2023

Sherri V. Moore
City of Concord Engineering Coordinator
PO Box 308
Concord, NC 28028

Re: Auto Parts Retailer – Concord, NC
3699 Concord Parkway South
Concord, NC 28027

Dear Ms. Moore:

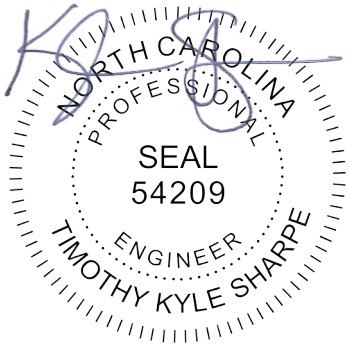
For the above referenced project, the proposed daily sewage flow calculations are being submitted for your review. It is my understanding that, by submitting this letter along with the project information below, you will notify us if any upgrades are necessary to the downstream system. The project information is as follows:

- Project Name: Retail – Concord, NC
- Location: 3699 Concord Parkway S, Concord, NC 28027 (PID 55093377060000)
- Property Zoning: C-2
- Contact Name & Engineering Firm: Chris Klentz/ Gaskins + LeCraw
- Contact Info: (direct) 678.257.1915 (email) cklentz@gaskinslecraw.com
- Project Description:
  - This project includes the demolition of the existing gas station and parking lot and the construction of a new auto parts retailer and it's associated parking lot, utilities, and stormwater management
- Proposed Flow Calculations:

Stores and shopping centers w/o food service: 100 gallons/1,000 sf

Anticipated Daily Flow: 1,200 GPD = [(100gal/1,000 sf) * 12,000 sf]

If there is anything else that you require to perform this analysis, please do not hesitate to contact me.



1/23/23

Sincerely,

Timothy Sharpe, PE

(e) The Director may determine that a disposal system shall not be deemed to be permitted in accordance with this Rule or other Permitted By Regulation rules in this Subchapter and require the disposal system to obtain an individual permit or a certificate of coverage under a general permit. This determination shall be made based on existing or projected environmental impacts, compliance with the provisions of this Rule or other Permitted By Regulation rules in this Subchapter, and the compliance history of the facility owner.

History Note: *Authority G.S. 130A-300; 143-215.1(a)(1); 143-215.1(b)(4)(e); 143-215.3(a);*
Eff. September 1, 2006;
Amended Eff. March 19, 2015; June 18, 2011;
Readopted Eff. September 1, 2018.

15A NCAC 02T .0114 WASTEWATER DESIGN FLOW RATES

(a) This Rule shall be used to determine wastewater flow rates for all systems governed by this Subchapter unless alternate criteria are provided by a program-specific rule or for flow used for the purposes of 15A NCAC 02H .0105. Higher flow rates shall be required where usage and occupancy are atypical, including those in Paragraph (e) of this Rule. Wastewater flow calculations shall take hours of operation and anticipated maximum occupancies and usage into account when calculating peak flows for design.

(b) In determining the volume of sewage from dwelling units, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.

(c) The following table shall be used to determine the minimum allowable design daily flow of wastewater facilities. Design flow rates for establishments not identified below shall be determined using available flow data, water-using fixtures, occupancy or operation patterns, and other measured data.

Type of Establishments	Daily Flow For Design
Barber and beauty shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, offices and factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, rescue and emergency response facilities	
Fire or rescue stations without on site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and drink facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq ft floor space
Restaurant, full Service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq ft floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq ft floor space
Bakery	10 gal/100 sq ft floor space
Meat department, butcher shop or fish market	75 gal/100 sq ft floor space

Specialty food stand or kiosk	50 gal/100 sq ft floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self service laundry facilities	500 gal/machine
Medical, dental, veterinary facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift
Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person
Parks, recreation, camp grounds, R-V parks and other outdoor activity facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, preschools and day care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service stations, car wash facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq ft
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq ft
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, shopping centers, malls and flea markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture

Convenience stores, with food preparation	60 gal/100 sq ft
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq ft
Stores and shopping centers without food service	100 gal/1000 sq ft
Transportation terminals – air, bus, train, ferry, port and dock	5 gal/passenger

(d) Design daily flow rates for proposed non-residential developments where the types of use and occupancy are not known shall be designed for a minimum of 880 gallons per acre, or the applicant shall specify an anticipated flow based upon anticipated or potential uses.

(e) Design daily flow rates for residential property on barrier islands and similar communities located south or east of the Atlantic Intracoastal Waterway and used as vacation rental as defined in G.S. 42A-4 shall be 120 gallons per day per habitable room. Habitable room shall mean a room or enclosed floor space used or intended to be used for living or sleeping, excluding kitchens and dining areas, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets, and storage spaces.

(f) An adjusted daily sewage flow design rate shall be granted for permitted but not yet tributary connections and future connections tributary to the system upon showing that the capacity of a sewage system is adequate to meet actual daily wastewater flows from a facility included in Paragraph (b) or (c) of this Rule without causing flow violations at the receiving wastewater treatment plant or capacity-related sanitary sewer overflows within the collection system as follows:

(1) Documented, representative data from that facility or a comparable facility shall be submitted by an authorized signing official in accordance with Rule .0106 of this Section to the Division for all flow reduction requests, as follows:

(A) dates of flow meter calibrations during the time frame evaluated and indication if any adjustments were necessary;

(B) a breakdown of the type of connections (e.g. two bedroom units, three bedroom units) and number of customers for each month of submitted data as applicable. Identification of any non-residential connections including subdivision clubhouses and pools, restaurants, schools, churches and businesses. For each non-residential connection, information identified in Paragraph (c) of this Rule (e.g. 200 seat church, 40 seat restaurant, 35 person pool bathhouse);

(C) a letter of agreement from the owner or an official, meeting the criteria of Rule .0106 of this Section, of the receiving collection system or treatment works accepting the wastewater and agreeing with the adjusted design rate;

(D) age of the collection system;

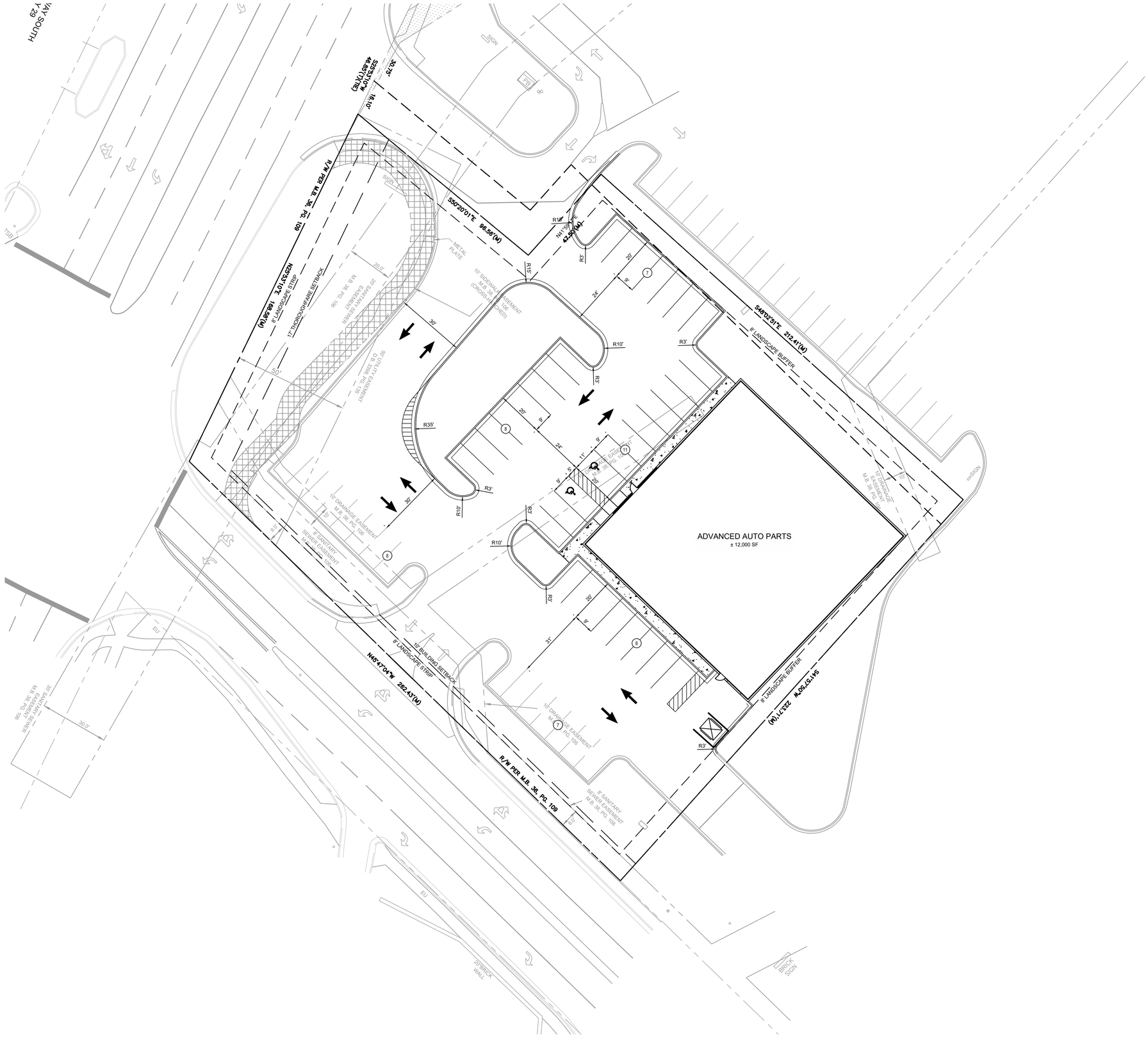
(E) analysis of inflow and infiltration within the collection system or receiving treatment plant, as applicable;

(F) if a dedicated wastewater treatment plant serves the specific area and is representative of the residential wastewater usage, at least the 12 most recent consecutive monthly average wastewater flow readings and the daily total wastewater flow readings for the highest average wastewater flow month per customers, as reported to the Division;

(G) if daily data from a wastewater treatment plant cannot be used or is not representative of the project area: 12 months worth of monthly average wastewater flows from the receiving treatment plant shall be evaluated to determine the peak sewage month. Daily wastewater flows shall then be taken from a flow meter installed at the most downstream point of the collection area for the peak month selected that is representative of the project area. Justification for the selected placement of the flow meter shall also be provided; and

(H) an estimated design daily sewage flow rate shall be determined by calculating the numerical average of the top three daily readings for the highest average flow month. The calculations shall also account for seasonal variations, excessive inflow and infiltration, age and suspected meter reading and recording errors.

(2) The Division shall evaluate all data submitted but shall also consider other factors in granting, with or without adjustment, or denying a flow reduction request including: applicable weather conditions during the data period (i.e. rainy or drought), other historical monitoring data for the particular facility or other similar facilities available to the Division, the general accuracy of



GENERAL SITE NOTES

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.

2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.

3) BOUNDARY & TOPOGRAPHIC SURVEY BY R.B. PHARR & ASSOCIATES, P.A., DATED NOVEMBER 15, 2022. BENCHMARK IS NOTED ON SURVEY.

4) FLOOD PLAIN IS NOT PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 3710550900K, DATED NOVEMBER 16, 2018

5) 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.

6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.

7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.

8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY GEOTECH, DATED MONTH DAY, YEAR.

SITE SUMMARY

SITE AREA	
SITE AREA:	1.35 ACRES (58,714 S.F.)
IMPERVIOUS AREA:	--- S.F. (--%)
PERVIOUS AREA:	--- S.F. (--%)
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF CONCORD
ZONING:	C-2 (GENERAL COMMERCIAL)
ADJACENT ZONING:	C-2 (GENERAL COMMERCIAL)
OVERLAY DISTRICT	CONCORD PARKWAY CORRIDOR
BUILDING SETBACKS	
FRONT:	10'
SIDE:	0'
REAR:	0'
BUILDING SUMMARY	
BUILDING AREA:	10,000 S.F.
BUILDING COVERAGE:	17%
PARKING SUMMARY	
PARKING REQ.:	(MIN) 1 SPACES/300 S.F.
PARKING REQ.:	34 SPACES
	(MAX) 1 SPACES/200 S.F.
	50 SPACES
PARKING PROV.:	49 SPACES
STANDARD STALL DIMENSIONS:	9' x 20'
MIN. DRIVE WIDTH:	24'

PREPARED IN THE OFFICE OF:

GASKINS + LECRAW

© 2022 GASKINS + LECRAW, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100
FAX - 770.441.0298
www.gaskinslecraw.com
P-2646

REVISIONS:

	DATE	DRAWN BY:	CHECKED BY:

Nonresidential

Common Park Circle Dual Brand Hotel (CN-PSA-2024-00088)

7890 Commons Park Circle NW

DRC	Entitled	Units	PRS Routed	Technically Approved
1/27/2022	Yes	88,039 sf (166 room) hotel	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	Yes	Yes	Yes	Yes	Yes

Allocation Request

Total	2024
24,375	**24,375**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	1	0	0	0

Brief Summary

This proposal is for an 88,039 sf 166 room hotel. This hotel is to be 5 stories with a pool and outdoor patio. This parcel is zoned General Commercial (C-2).

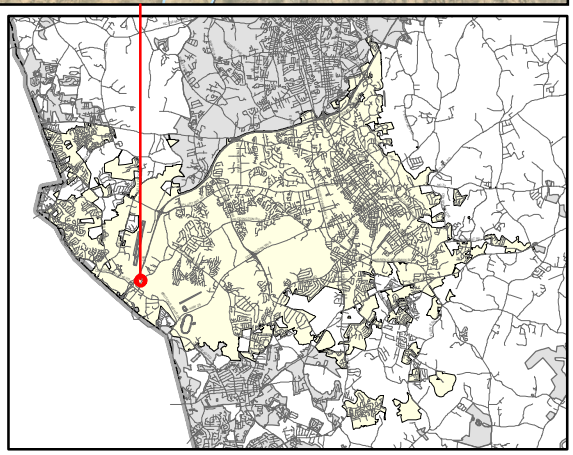
CN-PSA-2024-00088 - Common Park Circle Dual Brand Hotel

Type: Nonresidential

88,039 sf (166 room) hotel

Allocation Request: 24,375

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Common Park Circle Dual Brand Hotel					
2.)	Description of project location:	7890 Commons Park Circle NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	4599-04-6350-0000	3a.)	Parcel Acreage:	2.817		
4.)	Site Zoning and use:	C-2 & Hotel	5.)	Area Commercial or Industrial Building (sq. ft.)	88,039		
6a.)	Description of Facility to be served.	Hotel	6b.) Number of Lots	1	6c.) Number of Units	N/A	
7d.)	Additional description information:	5 story dual brand hotel with 166 rooms					

B. Applicant Information

Samir Patel , Sr. Manager, Development (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2706 James ST (Applicant's Street or Box Number)
Concord Lodging LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Coralville, IA 52241 (Applicant's City, State, Zip Code)
641-680-1244 (Applicant's Phone Number)	310-496-6193 (Applicant's Facsimile Number)
SAMIR PATEL (Name) SAMIR.PATEL@HAWKEYEHOTELS.COM (Email) (Name with Title and Email of contact person, who can answer questions about application)	SAMIR.PATEL@HAWKEYEHOTELS.COM (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Michael Newman (Typed name of North Carolina Professional Engineer)	MDV Engineering (Company Name)
28274 (NCPE Registration Number)	215 Johnston ST (Street or Box Number)
704-400-1044 (Phone Number)	Rock Hill, SC 29730 (City, State, Zip Code)
Michael Newman (Name and affiliation of contact person, who can answer questions about **application & designs**)	michael@mdveng.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☑	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

◯ No

◉ Yes **(Specify or attach effluent documentation)**

Grease Interceptor

4.) **Volume of wastewater flow to be allocated for this particular project**: 24,375 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)			No. of Units	Flow	
Hotel	120	gal/	room	85	GPD	10,200
Hotel with in-room cooking facilities	175	gal/	room	81	GPD	14,175
		gal/			GPD	
		gal/			GPD	
		gal/			GPD	
		gal/			GPD	
				Total	GPD	24,375

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I SAMIR PATEL (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Samir Patel — Signature:

7/3/24 — Date:

Hawkeyehotels

To Whom It May Concern:

Samir Patel is an authorized signatory for Concord Lodging LLC. Please reach out to me if you have any questions.

Concord Lodging LLC

By: Balvant Patel
As its: Manager/Principal
Email: bob.patel@hawkeyehotels.com
Phone: 319-752-7400
Date: 2/7/2022

July 15, 2024

City Council
City of Concord
35 Cabarrus Ave W
Concord, NC 28025

Reference: Fairfield Inn/Towneplace Suites
7890 Commons Park Circle NW
Concord, NC 28027

Dear City Council Members:

Concord Lodging, LLC is pleased to present the following request for wastewater capacity needed for the above reference project. This proposed dual brand hotel project is located on Parcel Identification Number 4599-04-6350-0000 and address 7890 Commons Park Circle NW in the City of Concord, Cabarrus County, North Carolina. This is a 2.817 acre parcel, zoned C-2, and is part of the previous Weddington Road Commons project developed in 2009. This proposed commercial hotel use is a by-right development in the C-2 zoning district and is consistent with the surrounding commercial businesses.

This proposed dual brand hotel project consists of a 5-story 166 room structure, pool, outdoor amenities patio, 166 parking spaces, and associated improvements. Access will be from the existing private drive named Commons Park Circle NW with no access to Weddington Road.

Water & Sewer services for this dual brand hotel will connect to existing service stub-outs previously installed in the private drive located on the north side of the site. These existing service stub-outs were installed in 2009 to serve this parcel and are part of the City of Concord public water and sewer system. Additionally, enclosed is a spreadsheet prepared by Concord Lodging, LLC showing the potential positive economic impacts this project will provide to the local community.

Concord Lodging, LLC respectfully requests that the Concord City Council approve this Preliminary Wastewater Flow Application based upon the information provided.

Respectfully Submitted,

Michael Newman, P.E.

TAX BENEFITS FOR THE CITY OF CONCORD AND STATE OF NORTH CAROLINA FROM PROPOSED HOTEL

Real Estate Tax Revenue Annually

FAIRFIELD INN & TOWNEPLACE SUITES

**Projected First Annual Real Estate Tax* $160,000

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
Total First Annual Real Estate Tax Projections	**$160,000**							
Estimated State Share of Real Estate Tax 12%		$ 19,200	$ 19,776	$ 20,369	$ 20,980	$ 21,610	$ 413,976	**$ 515,911**
Estimated City/County/School District Share of Real Estate Tax 88%		$ 140,800	$ 164,800	$ 169,744	$ 174,836	$ 180,081	$ 14,382,751	**$ 15,213,013**

Sales Tax Revenue Annually

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
Revenue from Sales Tax on Meeting Rooms and other Misc. Items	**7.0%**	=	$ 8,463	$ 9,327	$ 10,173	$ 10,778	$ 11,192	$ 214,406	**$ 264,339**
	Total Annual Sales Tax (7%)	=	**$ 8,463**	**$ 9,327**	**$ 10,173**	**$ 10,778**	**$ 11,192**	$ 214,406	**$ 264,339**

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
Lodging Tax Revenue Annually	*Projected Annual Hotel Room Rental Revenue*		$ 6,045,130	$ 6,661,980	$ 7,266,493	$ 7,698,288	$ 7,994,376	$ 137,901,357	**$ 173,567,624**
State of NC Lodging/Sales Tax	7.25%	=	$ 438,272	$ 482,994	$ 526,821	$ 558,126	$ 579,592	$ 9,997,848	**$ 12,583,653**
Cabarrus County Lodging/Sales Tax	6%		$ 362,708	$ 399,719	$ 435,990	$ 461,897	$ 479,663	$ 8,274,081	$ 10,414,057
	Total Annual Lodging/Sales Tax	=	**$ 800,980**	**$ 882,712**	**$ 962,810**	**$ 1,020,023**	**$ 1,059,255**	$ 18,271,930	**$ 22,997,710**

Total Annual Tax Revenue from All Sources

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
State of North Carolina Revenue	=	$ 457,472	$ 502,770	$ 547,190	$ 579,106	$ 601,202	$ 10,411,824	**$ 13,099,564**
Cabarrus County Revenue	=	$ 511,971	$ 573,846	$ 615,907	$ 647,511	$ 670,936	$ 22,871,239	**$ 25,891,409**
Total Annual Revenue to State/City/County	=	**$ 969,442.91**	**$ 1,076,615.12**	**$ 1,163,096.69**	**$ 1,226,617.44**	**$ 1,272,138.13**	**$ 33,283,062.96**	**$ 38,990,973.24**

Other Positive Impacts To Local/State Economy

Total Job Creation Impact/Payroll Budget

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
FFIS-TPS	=	$ 1,569,169	$ 1,660,684	$ 1,843,252	$ 1,901,800	$ 1,973,681	$ 37,809,578	**$ 46,758,164**

Total Consumer Spending Impact

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
***Anticipated Dollars to local impact- Hotel & Other Local Spending*	City of Concord	=	$ 12,953,850	$ 13,323,960	$ 14,064,180	$ 14,434,290	$ 14,804,400	$ 187,090,605	**$ 256,671,285**

SUMMARY

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-20	TOTAL 20 YEARS
ANNUAL TAX REVENUE TO CABARRUS CO.	$ 511,971	$ 573,846	$ 615,907	$ 647,511	$ 670,936	$ 22,871,239	**$ 25,891,409**
ANNUAL LODGING/SALES TAX REV.	$ 457,472	$ 502,770	$ 547,190	$ 579,106	$ 601,202	$ 10,411,824	**$ 13,099,564**
TOTAL SALES TAX REVENUE	**$ 969,443**	**$ 1,076,615**	**$ 1,163,097**	**$ 1,226,617**	**$ 1,272,138**	**$ 33,283,063**	**$ 38,990,973**
ANNUAL JOB CREATION IN DOLLARS	$ 1,569,169	$ 1,660,684	$ 1,843,252	$ 1,901,800	$ 1,973,681	$ 32,565,742	**$ 41,514,327**
ANNUAL CONSUMER SPENDING	$ 12,953,850	$ 13,323,960	$ 14,064,180	$ 14,434,290	$ 14,804,400	$ 187,090,605	**$ 256,671,285**
TOTAL ADDITIONAL LOCAL ECONOMIC IMPACT	**$ 14,523,019**	**$ 14,984,644**	**$ 15,907,432**	**$ 16,336,090**	**$ 16,778,081**	**$ 219,656,347**	**$ 298,185,612**
TOTAL ANNUAL TAX REVENUE GENERATION & ECONOMIC IMPACT	**$ 15,492,461**	**$ 17,137,875**	**$ 18,233,625**	**$ 18,789,324**	**$ 19,322,358**	**$ 286,222,472**	**$ 337,176,585**
TOTAL TWENTY YEAR REVENUE TO CABARRUS COUNTY	**$ 337,176,585**						

SITE ANALYSIS

TAX PARCEL NUMBER (PIN)	4599-04-6350
SITE AREA	(122,721 SF) 2.8173 ACRES
EXISTING ZONING	C-2
PROPOSED HOTEL BUILDING, 5 STORY (NO MEETING or RESTAURANT SPACE)	±93,340 SF
PROPOSED NUMBER OF ROOMS	166 ROOMS
PARKING REQUIRED @ 1 per ROOM + 1 per 800 SF OF Meeing/Rest. Space	166 SPACES
PARKING PROVIDED (33 COMPACT - 20%)	166 SPACES
PARKING BIKE SPACES REQUIRED @ 1/30 Rooms	6 SPACES
PARKING BIKE SPACES PROVIDED	6 SPACES
MAX. ALLOWED BLDG. HEIGHT *	72' (48+24)
PROPOSED BUILDING HEIGHT	±68.33' (5-story)
EXISTING IMPERVIOUS AREA	8,737 SF (0.201 ACRES)
PROPOSED IMPERVIOUS AREA	82,216 (1.887 ACRES)
TOTAL IMPERVIOUS AREA	90,953 SF (2.088 ACRES) ±74.1%

* PER TABLE 7.7.2-A OF THE CONCORD DEVELOPMENT ORDINANCE THE MAXIMUM HEIGHT MAY BE INCREASED BY ONE (1) FOOT FOR EACH ONE (1) FOOT OF ADDITIONAL BUILDING SETBACK. IN THIS CASE 24' OF ADDITIONAL BUILDING FRONT SETBACK IS PROVIDED; THEREFORE, THE INCREASED MAX. ALLOWED BUILDING HEIGHT 72' (48' + 24'=72').

PAVING LEGEND

CONCRETE PAVEMENT
ITEM 710 6" PORTLAND CEMENT CONCRETE (4500 PSI)
PAVEMENT #4 BARS @ 12" O.C. EACH WAY
ITEM 520 4" GRADED AGGREGATE BASE

LIGHT DUTY PAVEMENT
ITEM 610 2" TYPE S 9.5A ASPHALTIC CONCRETE SURFACE COURSE
ITEM 520 6" GRADED AGGREGATE BASE COURSE (ABC)

HEAVY DUTY PAVEMENT
ITEM 610 1.5" TYPE S 9.5A ASPHALTIC CONCRETE SURFACE COURSE
ITEM 610 1.5" TYPE I 19.0B ASPHALTIC CONCRETE
ITEM 520 8" GRADED AGGREGATE BASE COURSE (ABC)

NC GRANDLAND, LLC
D.B. 10542, PG. 239
LOT 5
WEDDINGTON ROAD COMMONS
M.B. 58, PG. 45-46
PARCEL 45990435540000

ITS CONCORD LP
D.B. 11710, PG. 295
LOT 1
WEDDINGTON ROAD COMMONS
M.B. 58, PG. 45-46
PARCEL 45990458820000

RIDDHI VINAYAK, INC.
D.B. 12904, PG. 204
LOT 3
KINGS GRANT NORTHEAST QUADRANT
M.B. 35, PG. 38
PARCEL 45990349840000

CONCORD WP COL CONCORD LLC
D.B. 14019, PG. 249
LOT 3
WEDDINGTON ROAD COMMONS
M.B. 58, PG. 45-46
PARCEL 45990495290000

DUAL BRAND HOTEL
±18,677 S.F.
(FOOTPRINT)
FFE=608.80

122,721 SQ. FT
2.8173 ACRES

PROPOSED DUMPSTER ENCLOSURE
PROPOSED TRANSFORMER
PROPOSED ELECTRICAL SERVICE CONDUIT
PROPOSED 4" DOMESTIC WATER SERVICE
PROPOSED 6" FIRE LINE
PROPOSED 6" LINE TO REMOTE FDC
PROPOSED RETAINING WALL (TYP.)
PROPOSED SECONDARY ELECTRICAL SERVICE CONDUIT
PROPOSED GENERATOR PAD
POSSIBLE OVERLAP AREA 3,829 SQ. FT. 0.0879 ACRES
PROPOSED SIDEWALK
PROPOSED RETAING WALL
PROPOSED SIDEWALK (TYP.)
PROPOSED REMOTE FDC
CURB FLUME
CONNECT TO EXISTING SEWER SERVICE STUB-OUT
PROPOSED 6" SEWER SERVICE
GATE (TYP.)
PROPOSED 6" RPZ FIRE LINE BACKFLOW ASSEMBLY
EX. 8" WATER STUB-OUT
EX. 8" WATER MAIN
PROPOSED 4" RPZ DOMESTIC BACKFLOW ASSEMBLY
PROPOSED 1" RPZ IRRIGATION BACKFLOW ASSEMBLY
PROPOSED 2" TO 4" FITTING
PROPOSED UTILITY EASEMENT
PROPOSED 2" DOMESTIC WATER SERVICE
PROPOSED 1" IRRIGATION WATER METER
EXISTING WINDSTREAM UNDERGROUND CABLE
SITE BOUNDARY
HERITAGE INN OF CONCORD, LLC
D.B. 12753, PG. 218
LOT 6
WEDDINGTON ROAD COMMONS
M.B. 58, PG. 45-46
PARCEL 45990463580000
3 ~ INVERTED "U" BIKE RACKS (6 SPACES)
ADA RAMP (TYP.)
DOOR (TYP.)
PROPOSED FENCE
POOL
POOL EQUIPMENT ROOM
PROPOSED
10' CITY OF CONCORD
ELECTRIC EASEMENT
45' PUBLIC ACCESS AND UTILITY EASEMENT
M.B. 58, PG. 45-46
PROPOSED DEDICATED FIRE APPARATUS ACCESS MAT
PROPOSED 18" CURB & GUTTER (TYP.)
PROPOSED SIGN
(WILL BE PERMITTED SEPARATELY)
EXIST. TREE (TYP.)
PROPOSED NATURAL GAS SERVICE
6' STREET YARD
8' STREET YARD
10' SETBACK
AMENITY PATIO
BUILDING
BUILDING 4.8' OVER LINE
20' DRAINAGE EASEMENT M.B. 33, PG. 39
8' TYPE A BUFFER (OUTSIDE 20' DRAINAGE ESMT.)
8' LANDSCAPE BUFFER M.B. 58, PG. 45-46
8' STREET TREE BUFFER M.B. 58, PG. 45-46
30' ACCESS EASEMENT M.B. 58, PG. 45-46
COMMONS PARK CIRCLE NW
WEDDINGTON ROAD
100' PUBLIC R/W
18"MOUNTABLE C&G

LINE LEGEND:

EASEMENT
PROPERTY LINE
PROPERTY LINE (NOT SURVEYED)
RIGHT-OF-WAY
RIGHT-OF-WAY (NOT SURVEYED)
SETBACK
CHAIN LINK FENCE
FIBER OPTIC LINE
GAS LINE
POWER LINE
POWER LINE (UNDERGROUND)
SANITARY SEWER PIPE
STORM DRAIN PIPE
TELEPHONE LINE (UNDERGROUND)
WATER LINE

LEGEND:

CB - CATCH BASIN
C&G - CURB & GUTTER
CBX - CABLE BOX
CMP - CORRUGATED METAL PIPE
DI - DROP INLET
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EU - END UNKNOWN
FH - FIRE HYDRANT
GM - GAS METER
GP - GATE POST
GV - GAS VALVE
GW - GUY WIRE
ICV - IRRIGATION CONTROL VALVE
JBX - JUNCTION BOX
LMP - LAMP POST
LP - LIGHT POLE
(M) - MEASURED
M.B. - MAP BOOK
N.G.S. - NATIONAL GEODETIC SURVEY
NIR - NEW IRON ROD
NN - NEW NAIL
OHANG - OVERHANG
PB - POWER BOX
PIN - PARCEL IDENTIFICATION NUMBER
PM - POWER METER
PP - POWER POLE
PG. - PAGE
PVC - PLASTIC PIPE
(R) - RECORDED
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SDMH - STORM DRAIN MANHOLE
SSMH - SANITARY SEWER MANHOLE
(T) - TOTAL
TB - TELEPHONE BOX
TPED - TELEPHONE PEDESTAL
TERR. - TERRACOTTA PIPE
WB - WATER BOX
WM - WATER METER
WV - WATER VALVE

CONTROL POINT
NC GRID NAD83
N:594,333.07 FT
E:1,460,901.90 FT
NAVD88 ELEV:601.47 FT

0 10' 20' 40' 80'
SCALE: 1"= 20'

MDV Engineering P-0883
C/O Ayer Design Group
215 Johnston Street
Rock Hill, SC 29730
Phone: 704-400-1044
Email:michael@mdveng.com

FOR
Hawkeyehotels
HAWKEYE HOTELS
2706 JAMES ST.
CORALVILLE, IA 52241
PH: 319.752.7400 ext. 1028
PRIMO INVESTMENTS

REVISIONS

PROJECT
DUAL BRAND HOTEL DEVELOPMENT
7890 COMMONS PARK CIRCLE NW
CONCORD, NC 28027
(CABARRUS COUNTY)

DWG. NAME : 2022-101
DRAWN BY : MDN
DATE. : 5.31.22
SCALE: 1:20

SITE & UTILITY PLAN

C-100

TOWNEPLACE SUITES
BY MARRIOTT
Fairfield
BY MARRIOTT
ELEVATE
architecture
studio

Nonresidential

Garage for Life Derita Rd. (CN-PSA-2024-00089)

841 Derita Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	59,750 sf of storage "garages" for lease or purchase	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	Yes

Allocation Request

Total	2024
1,100	**1,100**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

The applicant is proposing to create garage storage units for customers to either purchase or lease them. This parcel is zoned Light Industrial (I-1).

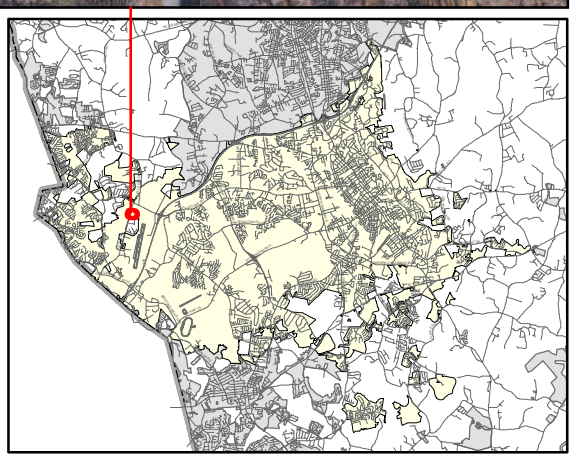
CN-PSA-2024-00089 - Garage For Life Derita Road

Type: Nonresidential

59,7500 sf of storage garages

Allocation Request: 1,100

Developments
Parcels
Rivers
Concord
Cabarrus County



Concord
NORTH CAROLINA

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD

Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Garage For Life					
2.)	Description of project location:	841 Derita Road (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	Cabarrus County Parcel Identification Number:	4680-95-3712	3a.)	Parcel Acreage:	4.105		
4.)	Site Zoning and use:	INDUSTRIAL	5.)	Area Commercial or Industrial Building (sq. ft.)	59750		
6a.)	Description of Facility to be served.	Storage	6b.) Number of Lots	1	6c.) Number of Units	47	
7d.)	Additional description information:						

B. Applicant Information

Robert R Jenny, CEO (Title) (Name of legal owner, board, council, and/or authorized official with title; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	496 Cary Street (Applicant's Street or Box Number)
Garage For Life Holdings, LLC (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	New Jersey 07856 (Applicant's City, State, Zip Code)
212-518-7633 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Robert Jenny (Name) Robert@garageforlife.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	Robert@Garageforlife.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Paul Campbell (Typed name of North Carolina Professional Engineer)	Alley Williams Carmen & King, Inc (Company Name)
(NCPE Registration Number)	120 Main Street (Street or Box Number)
704-938-1515 (Phone Number)	Kannapolis, NC 2881 (City, State, Zip Code)
Paul Campbell (Name and affiliation of contact person, who can answer questions about application & designs)	pcampbell@awek.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☑	Other (specify): Storage		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 650~~600~~ gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{**Flow rates NOT listed in table 15A NCAC 2T .0114** must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Mini-Self Storage	25 gal/ unit	44	GPD 1,100
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1,100

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Robert R Jenny (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: Robert Jenny Date: 4/22/2024 Updated 7/29/2024

GARAGE FOR LIFE

The Garage For Life development project in Concord, NC is addressing the need and high demand for "toy" storage. Specifically, car storage, boat storage and RV storage. This demand is largely due to strict HOA policies. HOA's restrict owners from what can be seen on the exterior of their property. Additionally, garages tend to be smaller than those of the past. We seek to provide a storage space to meet these needs.

The business model is simple. Users drive up to their unit, drop off their prized possessions, lock them up safely and go. The amount of time a user spends in their storage space will vary depending on the user. Those with RV's and boats will take time to load their vehicles with supplies needed for their outing or trip before they go. When they return, they will take time to unload.

Car enthusiasts have a small collection of 2-4 cars and this is simply too many for the typical home garage. On weekends, these enthusiasts will likely drop off their daily driver and exchange it for a classic car and be off to the car show. The site design is about maximizing square footage to build the most storage square footage. No significant additional square footage will be used for "guest parking". This is not an event space to host parties and gatherings. Nor is it being designed as a flex space where users can run a business from. Garage for Life is storage for luxury toys.

We anticipate a maximum water usage to be calculated at one person @ 25 gallons daily. Given the previously outline use case, this would be on the high side. Many units will have zero usage for weeks and months at a time.

GARAGE FOR LIFE

841 DERITA ROAD, CONCORD - AERIAL RENDERING

841 DERITA ROAD, CONCORD - ENTRANCE VIEW

GARAGE FOR LIFE

GARAGE FOR LIFE

841 DERITA ROAD, CONCORD - UNIT PERSPECTIVE

GARAGE FOR LIFE

841 DERITA ROAD, CONCORD - UNIT PERSPECTIVE

Nonresidential

Honda and Toyota of Concord Service Expansions (CN-PSA-2024-00091/PRS2024-01707)

7650 Bruton Smith Blvd.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	40,000 sf of car dealership expansion combined for both buildings	Yes (PRS2024-01707)	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
2,500	2,500

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	1	0	0	0

Brief Summary

Both the Honda and Toyota Dealership are adding an approximately 20,000sf expansion. The parcel is zoned general commercial (C-2). This parcel is located in The Boulevards of Concord Corridor Study area.

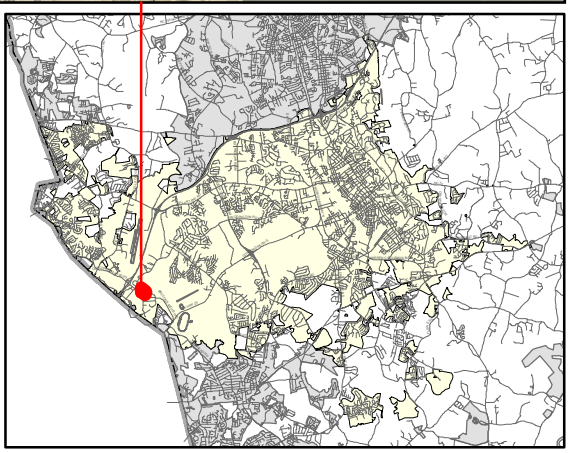
CN-PSA-2024-00091 - Honda & Toyota of Concord Expansions

Type: Nonresidential

40,000 sf of car dealership service expansion

Allocation Request: 2,500

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	HOC TOC Expansion					
2.)	**Description of project location:**	Expansions to existing car dealerships and associated parking (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)					
3.)	**Cabarrus County Parcel Identification Number:**	459911799600000	3a.)	**Parcel Acreage:**	21.24		
4.)	**Site Zoning and use:**	C-2 , Auto Dealership	5.)	**Area Commercial or Industrial Building (sq. ft.)**	± 40,000 SF of New		
6a.)	**Description of Facility to be served.**	Car Dealership	6b.) **Number of Lots**	1	6c.) **Number of Units**	N/A	
7d.)	**Additional description information:**						

B. Applicant Information

Gene Cocchi, Vice President - Real Estate (Title) (**Name of legal owner, board, council,** and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	6000 Monroe Road (Applicant's Street or Box Number)
Hendrick Automotive Group, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28212 (Applicant's City, State, Zip Code)
704-566-3208 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Jeff Mangas (Name) jmangas@acro-ds.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	james.woodruff@hendrickauto.com (Applicant's Email Address)
REQUIRED **Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.**	

C. Design Engineer Information if available

Jeff Mangas (Typed name of North Carolina Professional Engineer)	ACRO Development Services (Company Name)
053376 (NCPE Registration Number)	601 S. Cedar Street, Ste 101 (Street or Box Number)
980-224-8518 (Phone Number)	Charlotte, NC 28202 (City, State, Zip Code)
Same as Design Engineer (Name and affiliation of contact person, who can answer questions about **application & designs**)	jmangas@acro-ds.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☑	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 2,500 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
- a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
- b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{**Flow rates NOT listed in table 15A NCAC 2T .0114** must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Commercial	25 gal/ employee/shift	100	GPD 2,500
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 2,500

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Gene Cocchi _____, **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

(Printed Name)

Signature: _____ Date: 7-11-24

ACRO
DEVELOPMENT SERVICES
LAND SURVEYING•CIVIL ENGINEERING

601 S. CEDAR STREET, SUITE 101
CHARLOTTE, NC 28202

980-224-8518
ACRO-DS.COM

MEMO

To: City of Concord Planning and Neighborhood Development Services
From: ACRO Development Services and Hendrick Automotive Group
Date: 07/15/2024
Subject: Hendrick Toyota and Honda of Concord Wastewater Flow Request

Narrative

A preliminary wastewater flow application requesting an additional 2,500 gallons per day is attached to this memo in conjunction with a forthcoming development application and site plan.

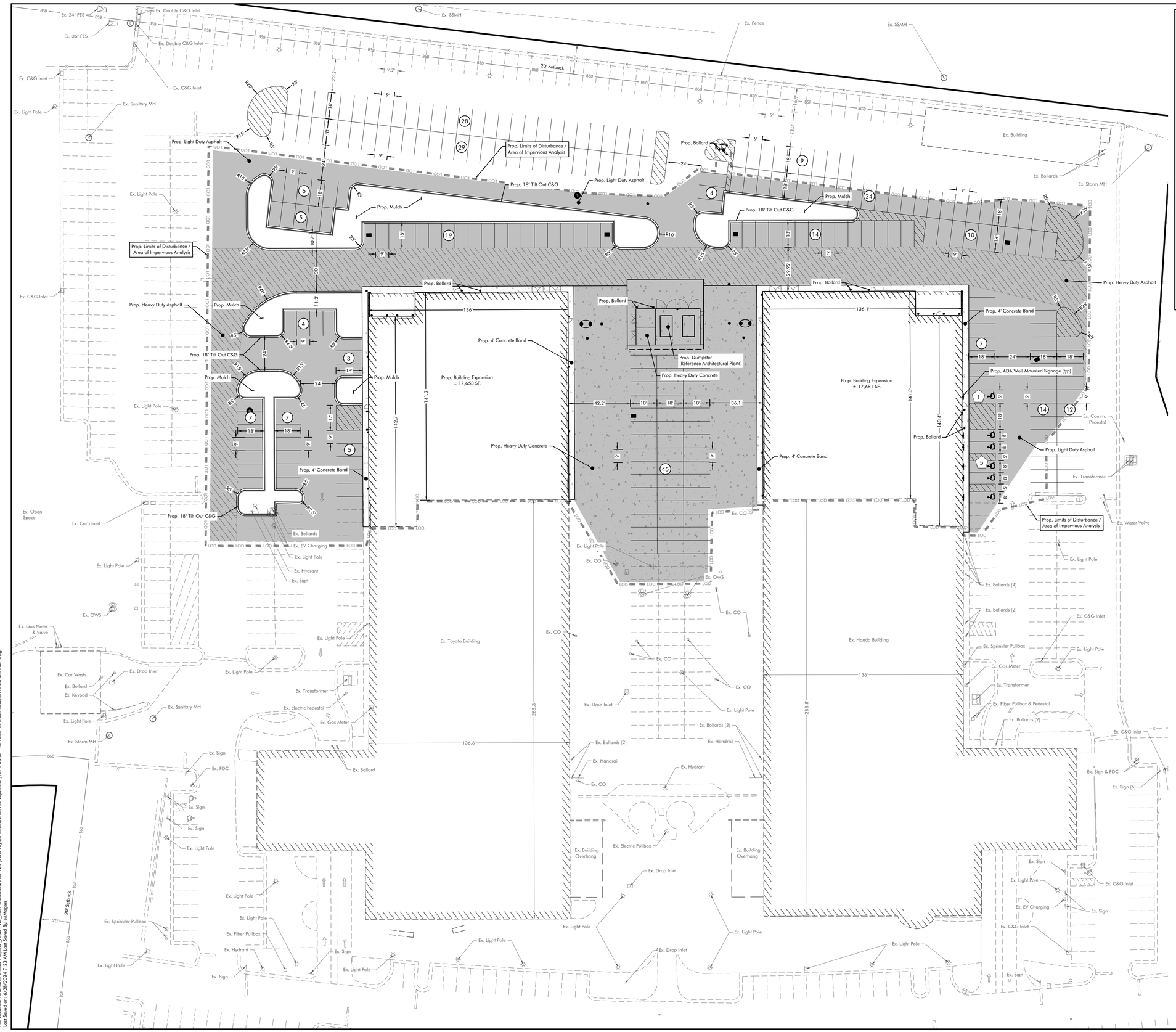
The additional flow is being requested to support 100 additional skilled technician support staff for a service expansion of the existing buildings.

General Project Information

Project Name: HOC TOC Expansion
Project Location: 0.55 miles southeast from the intersection of Interstate 85 and Bruton Smith Boulevard.
Project Area: 21.24 acres
Total Number of Lots: 1

Wastewater Design Flow Rates (Additional)

Based upon 15A NCAC 02T .0114 the additional flow request is specific to increased number of employes per shift with a design flow requirement of 25 gallons/employee/shift. The expansions anticipate 100 total additional employees resulting in a total request of additional flow of 2,500 gallons per day.



Proposed Site Legend:

- Right of Way Dedication — R/W
- Buffer / Setback — LSB, BSB
- Easement
- Building
- Ditch
- Tilt In Curb & Gutter
- Tilt Out Curb & Gutter
- Flush Curb — F
- Mountable Curb — M
- Transition Curb — T
- Transition to Flush Curb — T, F, T
- Transition to Mountable Curb — T, M, T
- Fence
- Guard Rail
- Concrete Sidewalk
- Heavy Duty Concrete
- Light Duty Asphalt
- Heavy Duty Asphalt
- Gravel
- Keypad
- Light Pole
- Flag Pole
- Sign
- Bollard / Post
- Turn Arrows
- ADA Pavement Marking
- Parking Block

Legends Note:

Legend is shown on this sheet for reference. Linetype scales and block sizes may vary based upon individual sheet and viewport scales.

Pre-Developed Impervious Breakdown		
Area of Impervious Analysis (LOD)	138459	SF
Structures	38887	SF
HD Asphalt	19272	SF
LD Asphalt	40685	SF
HD Concrete	23229	SF
LD Concrete	4620	SF
Curb & Gutter	2397	SF
Impervious 93.2%	129090	SF
Impervious 6.8%	9369	SF

General Notes and Legends:

1. See sheet C1.1 for all general notes and legends related to this plan set.
2. See Sheets C1.0 for Development and Adjacent Parcel Ownership Information.
3. All Mechanical Equipment to be screened.

Scale: 1" = 30'

0' 15' 30' 60'
0" .5" 1" 2"

Plans Prepared By:

ACRO DEVELOPMENT SERVICES
LAND SURVEYING • CIVIL ENGINEERING

601 S. Cedar Street, Suite 101
Charlotte, NC 28202
980-224-8518
acro@acro-ds.com

Professional Seal:

NORTH CAROLINA PROFESSIONAL SEAL 053376 ENGINEER JEFF A. MANGUS
06/28/2024

NC Firm No. P-2329

ACRO Project Number:

2023-128

Plans Prepared For:

Hendrick AUTOMOTIVE GROUP

Revisions:

No.	Date	Description

Municipality Reference Number:

Project Location:

7650 & 7670 Bruton Smith Boulevard, Concord, Cabarrus County, North Carolina

Project Name:

Honda And Toyota Of Concord Service Expansions

Project Phase:

Construction Documents

Date:

06/28/2024

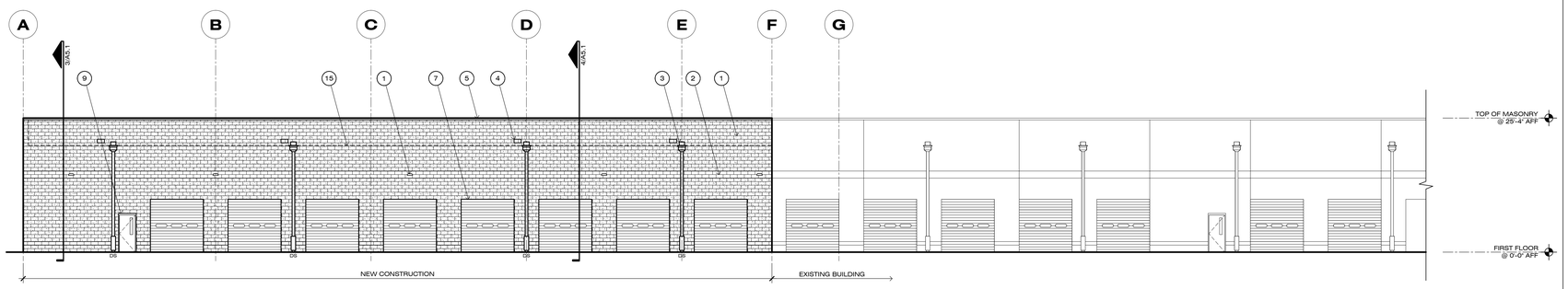
Sheet Title:

Site Plan

Sheet Number:

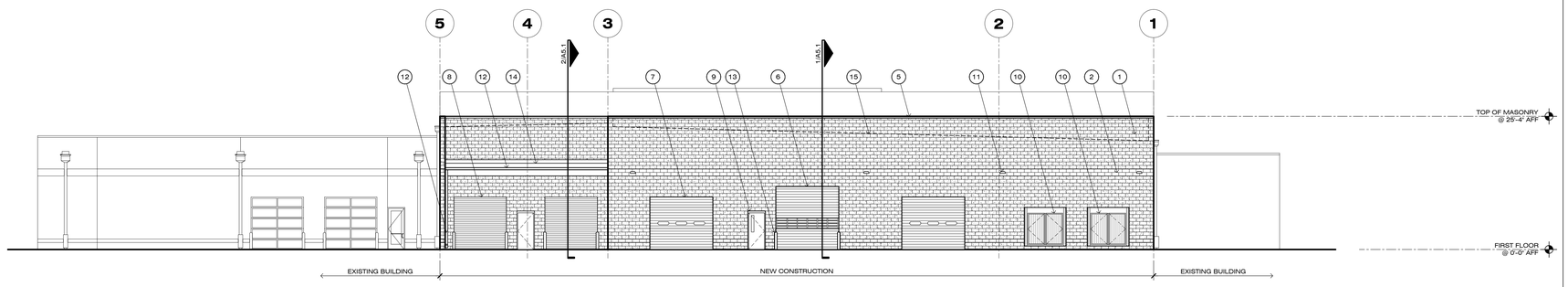
C4.0

File Location: N:\Shared\ACRO Projects_1\ACO\NC_BRN-Concord\2023-128 (FOC Toyota Concord Service Expansion)\Civil 3D\0 - Plan Sets\Civil Construction\C4.0 Site Plan.dwg
Last Saved on: 6/28/2024 7:22 AM Last Saved By: MMorgan



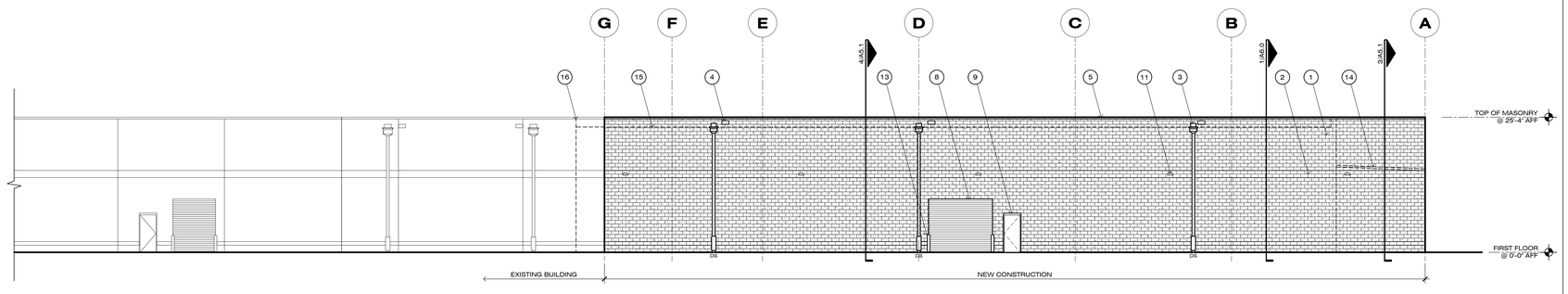
1 PLAN SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



2 PLAN WEST ELEVATION

SCALE: 3/32" = 1'-0"



3 PLAN NORTH ELEVATION

SCALE: 3/32" = 1'-0"

EXT. ELEVATION KEY NOTES

1	SPLIT-FACE CONCRETE MASONRY UNIT (CMU-1), PAINTED TO MATCH EP-1. SEE EXTERIOR FINISH SCHEDULE.
2	SMOOTH-FACE CONCRETE MASONRY UNIT (CMU-2), PAINTED TO MATCH EP-1. SEE EXTERIOR FINISH SCHEDULE.
3	PREFINISHED ALUMINUM COLLECTOR BOX AND 6'X6" DOWNSPOUT (KYNAR 500 FINISH) W/ BENT STEEL PROTECTION PLATE AT BASE. COLOR TO MATCH EP-1.
4	PREFINISHED ALUMINUM OVERFLOW SCUPPER, FIELD VERIFY EXACT LOCATION. COLOR TO MATCH EP-1. SEE EXTERIOR FINISH SCHEDULE.
5	PREFINISHED ALUMINUM PARAPET CAP, TYPICAL. COLOR TO MATCH EP-1. SEE EXTERIOR FINISH SCHEDULE.
6	RELOCATED RYTEC DOOR. SEE DEMOLITION PLAN.
7	PREFINISHED THERMAL STEEL OVERHEAD DOOR. SEE DOOR SCHEDULE.
8	PREFINISHED COILING DOOR. SEE DOOR SCHEDULE.
9	PREFINISHED INSULATED EXTERIOR HOLLOW METAL DOOR AND FRAME. COLOR EP-1. SEE DOOR SCHEDULE.
10	COMPRESSOR / TANK ENCLOSURE GATE WITH COMPOSITE WOOD PANELS. SEE SHEET A8.0.
11	WALL MOUNTED EXTERIOR LOT LIGHT FIXTURE. SEE ELEC. DWGS.
12	PREFINISHED METAL GUTTER & DOWNSPOUT. COLOR EP-1. PROVIDE CONCRETE SPLASH BLOCK.
13	PAINTED BOLLARD. COLOR EP-1. SEE SHEET A8.0.
14	NEW EXTERIOR PARTS CANOPY. SEE WALL SECTIONS.
15	ROOF PROFILE SHOWN DASHED.
16	EXISTING EXTERIOR WALL BEYOND SHOWN DASHED.
17	-
18	-
19	-
20	-
21	-
22	-
23	-
24	-
25	-
26	-
27	-

GENERAL EXT. ELEVATION NOTES

1	EJ - INDICATES LOCATION OF MASONRY EXPANSION JOINTS. COORDINATE WITH STRUCTURAL DRAWINGS. COLOR OF EXPANSION JOINT TO MATCH ADJACENT FINISH (INT/EXT).
2	DS - INDICATES LOCATION OF DOWNSPOUT. COORDINATE WITH CIVIL DRAWINGS TO DETERMINE WHETHER OR NOT THE DOWNSPOUTS DUMP OUT ONTO GRADE OR TIE INTO THE STORM SEWER SYSTEM.
3	ALL PARAPET COPING SHALL BE KYNAR 500 FINISH ON 24 GA GALVANIZED STEEL. COLOR SHALL BE PER THE FINISH SCHEDULE. COPING DETAIL EQUAL TO PAC-CLAD 'PAC-CONTINUOUS CLEAT COPING' W/ INTEGRAL SPLICE PLATES.
4	ALL DOWNSPOUTS SHALL BE BOX CONSTRUCTION WITH KYNAR 500 FINISH ON 24GA GALVANIZED STEEL. COLOR SHALL BE PER THE FINISH SCHEDULE. PROVIDE PVC ROUND-TO-SQUARE TRANSITION AT GRADE TO STORM SYSTEM SET 4' ABOVE GRADE.
5	GENERAL CONTRACTOR TO ENSURE THAT OPENINGS WITHIN EXTERIOR WALLS ARE PROPERLY TAPED/FLASHED TO PREVENT WATER INFILTRATION INTO THE BUILDING.
6	UNO, ALL EXTERIOR GLAZING SHALL BE CONSIDERED TEMPERED.
7	UNO, ALL EXTERIOR STOREFRONT/CURTAIN WALL SYSTEMS SHALL HAVE A CLEAR ANODIZED FINISH. CAULK JOINTS ALONG THESE LOCATIONS SHALL BE A MEDIUM GREY COLOR TO MATCH THE STOREFRONT/CURTAIN WALL SYSTEM. PROVIDE SAMPLES.
8	GC SHALL ENSURE THAT THE ENTIRE STRUCTURE IS 'DRIED-IN' PRIOR TO INSTALLATION OF INSULATION AND DRYWALL.
9	ALL EXTERIOR EXPOSED PAINTED STEEL SHALL RECEIVE INDUSTRIAL GRADE URETHANE ALKYD ENAMEL (SEMI-GLOSS). COLOR SHALL BE PER EXT. FINISH SCHEDULE.
10	GC SHALL ENSURE POSITIVE SLOPE AWAY FROM BUILDING PERIMETER FOR PROPER DRAINAGE. GC SHALL TAKE MEASURES TO PROTECT NEW EXTERIOR MATERIALS FROM DIRT MIGRATION DURING RAINS @ PERIMETER (STRAW, DRAINAGE MATTING, ETC.)

EXT. ELEVATIONS LEGEND

	(CMU-1) SPLIT FACE CMU, PAINTED TO MATCH EP-1.
	(CMU-2) SMOOTH FACE CMU, PAINTED TO MATCH EP-1.
(EP-1)	(EP-1) EXTERIOR GRADE PAINT. PAINT TO BE PAIRED WITH SUBSTRATE AND SUBMITTED FOR APPROVAL TO THE ARCHITECT. COLOR: WHITE, TO MATCH EXISTING. EXACT COLOR SPEC TBD BY GC.

REDLINE

925 Tuckaseegee Rd.
Suite 110
Charlotte, NC 28208

704.377.2990

www.redlinedg.com

Hendrick AUTOMOTIVE GROUP

DAVID T. FIVE — REGISTERED ARCHITECT — 2172 — STATE OF NORTH CAROLINA — CHARLOTTE, N.C.

REDLINE DESIGN GROUP, P.A. — CERT. NO. 51353 — REGISTERED ARCHITECTURAL CORPORATION — NORTH CAROLINA — CHARLOTTE, N.C.

06.28.2024

HONDA OF CONCORD

SERVICE EXPANSION

7650 BRUTON SMITH BLVD.
CONCORD NC. 28207

#	△	DESCRIPTION	DATE
1		FOR CONSTRUCTION	06.28.24
2			
3			
4			
5			
6			
7			
8			
9			
10			

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OWNER PROJECT CODE: TOC
ARCH PROJECT #: CLT 23-134

EXTERIOR ELEVATIONS

SCALE: 3/32" = 1'-0"

SHEET # **A5.0**

Nonresidential

7-Eleven (Site #1056460) (CN-PSA-2024-00095)

8080 Poplar Tent Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
4/18/24	Yes	4,775 sf Convenience Store with Fueling Stations	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	Yes

Allocation Request

Total	2024
2,865	2,865

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is to construct a 7 Eleven fuel station and convenience store. This site is currently zoned General Commercial (C-2).

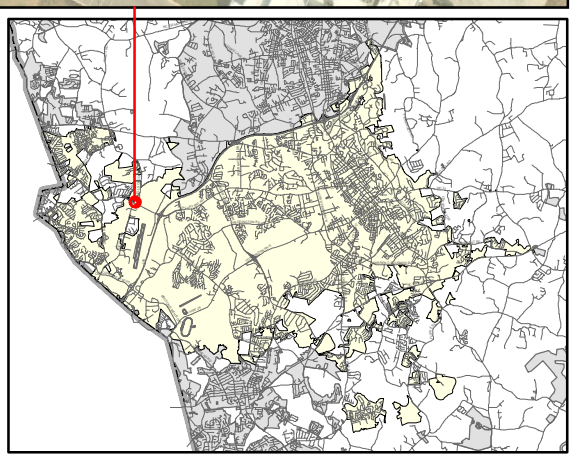
CN-PSA-2024-00095 - 7-Eleven

Type: Nonresidential

4,775 sf convience store with fueling pumps

Allocation Request: 2,865

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	7-Eleven (Site #1056460)					
2.)	**Description of project location:**	Site is located at 8080 Poplar Tent Road (SR 1394) which is the northeast quadrant of the intersection of Poplar Tent Road (SR 1394) and Odell School Road (SR 1442) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	4680-97-7688-0000	3a.)	**Parcel Acreage:**	1.57 acres		
4.)	**Site Zoning and use:**	I-1-CU	5.)	**Area Commercial or Industrial Building (sq. ft.)**	4,775		
6a.)	**Description of Facility to be served.**	Convenience Store/Gas Station	**6b.) Number of Lots**	1	**6c.) Number of Units**	N/A	
7d.)	**Additional description information:**	Convenience store with 6 multi-position fueling stations					

B. Applicant Information

Times Oil Corporation (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	801 East Blvd (Applicant's Street or Box Number)
C4 CStore Holdings III, LLC (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Charlotte, NC 28203 (Applicant's City, State, Zip Code)
704-561-5200 (Applicant's Phone Number)	 (Applicant's Facsimile Number)
Barry James (Name) cbaker@csere.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	cbaker@csere.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Kevin Pulis (Typed name of North Carolina Professional Engineer)	P3 Engineering Group, LLC (Company Name)
042797 (NCPE Registration Number)	701 Brockington Lane (Street or Box Number)
843-633-3579 (Phone Number)	Florence, SC 29501 (City, State, Zip Code)
Kevin Pulis (Name and affiliation of contact person, who can answer questions about **application & designs**)	kevin@p3eg.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☑	Other (specify): Convenience Store/Gas Station		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 2,865 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**
{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Convenience Store with Food Preparation	60 gal/ 100 sq ft	4,775 sq ft	GPD 2,865
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 2,865

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Barry James (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/17/24

COREY BAKER
SR. VICE PRESIDENT

tel 704.359.7630
CBAKER@CSERE.COM

City of Concord City Council
65 Union St S
Concord, NC 28025

Re: 7-Eleven (Site #1056460)
8080 Poplar Tent Road
Sewer Flow Allocation Request

Dear Members of the Concord City Council,

I am writing today to formally request sewer capacity allocation for a proposed 7-Eleven gas station. The parcel is located at 8080 Poplar Tent Road which is the NE quadrant of the corner of Poplar Tent Road and Odell School Road. This project entails the construction of a 4,775 SF convenience store with 6 multi-position gasoline dispensers. This proposed 7-Eleven will be similar in nature to a store built by the same developer in 2021 that is located at 310 Coddle Market Drive NW.

On May 15, 2007 this parcel was annexed into the City and designated a zoning classification of Conditional Use Light Industrial. This conditional use designation specifically allowed a Convenience Store as a permitted use. Since that time the parcel has sat undeveloped while the surrounding area has experienced significant growth. If granted sanitary sewer capacity by City Council we feel that the proposed 7-Eleven will not only provide essential services to residents but will also contribute positively to the local economy by creating job opportunities and generating tax revenue.

Unfortunately, we were not allocated sewer capacity at the meeting in June but since then we have worked with the State and City to closer evaluate our sewer need and we were able to reduce our allocation need by almost 1,200 gallons per day. Per North Carolina State Code 15A NCAC 2T.0114, this project will contribute 2,865 gallons per day of sewer flow. However, based on actual water usage data for similar stores in the region the average daily sewer flow is expected to be approximately 840 gallons per day.

We respectfully request that the City Council approve our request for 2,865 gallons per day of sewer flow for this proposed 7-Eleven project. Thank you for your attention to this request. We look forward to a favorable response and the opportunity to contribute to the continued progress and prosperity of the community.

Should you have any questions, or if I can provide any further information, please feel free to reach me either by phone or email. We appreciate your time in reviewing this material.

Sincerely,

Corey S Baker
Sr. Vice President

7impact

GOOD MADE EASY

2023 Impact Report

7-ELEVEN · Speedway · LAREDO TACO COMPANY · stripes · 7now

7impact
GOOD MADE EASY

Opening Letter from the Chief Marketing & Sustainability Officer
7Impact Strategy Overview: Good Made Easy

People • Building Thriving Communities 5
- Community Support
- Disaster Relief Efforts
- Operation Chill®
- Children's Miracle Network Hospitals®
- Our Commitment to DE+I
- DE+I Highlights

Planet • Protecting the Environment 19
- Innovation for a Sustainable Future
- Alternative Fuels Access
- Reduction of CO_2e Emissions
- Renewable Energy Investments
- Sustainable Packaging

Products • Promoting Responsible Consumption 24
- Sustainability, Innovation and Opportunity
- Higher Quality, Lower Prices, Greater Sustainability
- Sustainability and Proprietary Products
- Food Waste Reduction

7impact
GOOD MADE EASY

At 7-Eleven, Inc., we care deeply about the communities we live and work in. It's why we strive to be good neighbors in everything we do — neighbors who are accessible, supportive, reliable and welcoming.

"Good Made Easy" is how we ensure that 7-Eleven, Inc. is a good neighbor to all — it's our strategic approach to building thriving communities, protecting the environment and promoting responsible consumption. It makes it easier for our customers, Franchise Owners, vendors, suppliers and employees to do good by contributing to a more sustainable and socially responsible future.

As we look back on the last year in this report, I'm particularly proud of how the entire 7-Eleven family of brands has banded together to positively impact our neighbors and the planet we share. We all have a role to play in creating a sustainable future for generations to come, and I'm thrilled to share our progress with you.

Marissa Jarratt
Executive Vice President
Chief Marketing & Sustainability Officer

7-ELEVEN Speedway LAREDO TACO COMPANY stripes now

impact

GOOD MADE EASY

We're making it easier for 7-Eleven customers, Franchise Owners, vendors, suppliers and employees to create positive change for the awesome people we serve and our planet. In this report, we're proud to share how we're educating, inspiring and activating our commitment to three key areas of our business: people, planet and products. And by regularly measuring and reporting on these areas, we're able to see how far we've come and identify areas for continued improvement.

PEOPLE

Building thriving communities

PLANET

Protecting the environment

PRODUCTS

Promoting responsible consumption

Building Thriving Communities

Giving back and leading through service has always been a part of our company's DNA. Through volunteer initiatives, charitable donations and in-store fundraising campaigns to support important causes, we're helping build thriving communities for years to come.

7CARES

During National Volunteer Month in April, we hosted our annual **7Cares Day volunteer event** through both the Enon and Irving Store Support Centers. This collective day of service allowed employees to choose a special volunteer opportunity at one of 19 local non-profit organizations and see firsthand the important work these charities do in our communities.

450+ volunteers dedicated 1,100+ hours to support 19 organizations across 7-Eleven, Inc.'s local North Texas and Central Ohio communities with a focus on health, safety and opportunity.

TOTAL DONATION TO LOCAL COMMUNITIES: $38,000

Check out the **video** to learn more!

Thanks + Giving

In November, Store Support Center employees supported hunger relief efforts through **Second Harvest Food Bank** and **Dayton Foodbank** in Central Ohio and **Minnie's Food Pantry** and **North Texas Food Bank** in North Texas. In total, 300 volunteers assembled more than 3,900 boxes of food. When combined with a 7-Eleven Cares Foundation donation of $140,000 and the generosity of Store Support Center employees — who donated an additional 2,000 lbs. of food and more than $2,000 in online gifts — we provided close to 590,000 meals for our neighbors in need at Thanksgiving.

> "The support I received from Second Harvest Food Bank during a challenging time in my life not only enabled me to surmount my difficulties but also paved the way for my current success as a thriving small business leader, coach and mentor."

TRAY HUNTSMAN
CHAMPAIGN COUNTY RESIDENT

The Foodbank

SECOND HARVEST FOOD BANK EST. 1982 OF NORTH CENTRAL OHIO

North Texas Food Bank

Our Impact

307 volunteers assembled
3,900+ food boxes

+

2,327 lbs. of food donated

+

$2,316+ in employee donations

+

$140,000 company donation

=

590,000+ meals

to assist our local communities at Thanksgiving!

7CARES | ANNUAL Thanks + Giving EVENT

"7-Eleven is what every organization prays for when they get volunteers. It's really a match made in heaven. And THAT'S why I say, 'Oh Thank Heaven!' If we could duplicate this partnership all over the world, we could end hunger once and for all."

CHERYL JACKSON
FOUNDER • MINNIE'S FOOD PANTRY

Teaming Up with the American Red Cross to Support Disaster Relief Efforts

In association with the American Red Cross, the 7-Eleven global family of brands (comprising more than 84,000 stores across 20 countries and regions), corporate and customer donations totaled nearly **$400,000 to help the people of Maui**. These donations provided critical support after deadly wildfires (the worst in U.S. history) raged across the historic landscape in August 2023.

7-Eleven, Inc. also demonstrated its commitment to the cause with a 7-Eleven Cares Foundation donation of $25,000 and employee donations of $7,250, all specifically allocated toward the American Red Cross Hawaii Wildlife Relief Fund. And 7-Eleven International LLC also made a corporate donation of $25,000 to the Hawai'i Community Foundation Maui Strong Fund.

In addition, 7-Eleven Cares Foundation is a proud supporter of the American Red Cross Disaster Responder Program and donated **$25,000 to the American Red Cross Hurricane Idalia Disaster Relief Fund** and **nearly $5,300 in product donations**, to help provide food, shelter and comfort for people facing the heartbreaking devastation left behind by the historic storm.

American Red Cross

united to provide nearly

$400,000

to support disaster relief efforts and humanitarian aid for the people of Maui, following the devasting wildfires in 2023

operation chill®

RECOGNIZING GREAT KIDS

Building Thriving Communities One Slurpee® Drink at a Time

Founded in Philadelphia 28 years ago, 7-Eleven's Operation Chill program helps foster positive relationships between law enforcement agencies and the communities they serve. It's simple — when officers see young people doing good, like bike riding with a helmet or helping a neighbor, they reward kids with a free small Slurpee drink coupon. These small gestures go a long way toward creating meaningful connections.

The Operation Chill program also provides opportunities for 7-Eleven® stores and their Asset Protection teams to support local law enforcement and the public. Over the summer, Southern California store operators participated in National Night Out, an annual campaign that helps build police-community partnerships and neighborhood camaraderie. Stores donated food, water and Operation Chill coupons and attended events in cities across Southern California.

Collaborations like these demonstrate the potential for beneficial outcomes when businesses and law enforcement agencies come together to create safe, thriving communities.

2023 HIGHLIGHTS

500,000
free Slurpee® drink coupons handed out

1,300
law enforcement agencies involved

"7-Eleven, Inc. participation contributes to the overall sense of community security and belonging. There was a huge turnout in each community this year and everyone looked like they were having fun — I know I did!"

SHERRY LIKEN
7-ELEVEN ASSET PROTECTION SPECIALIST
WESTERN ZONE • SOUTHWEST REGION

Children's Miracle Network Hospitals®

Through a combination of customer donations and the Annual Miracle Tournament and Celebration Dinner, 7-Eleven, Inc. has **raised nearly $190 million for Children's Miracle Network Hospitals** since 1991. In 2023, the 7-Eleven family of brands raised more than $18 million through customer donations to support 106 member children's hospitals across America.

Approximately 1,000 supporters, including 7-Eleven Franchise Owners, suppliers, vendors and employees, rallied together at the Annual Miracle Tournament and Celebration Dinner to raise funds and celebrate the children who directly benefit from Children's Miracle Network Hospitals. This year, 52 children and their families — each representing their local member hospital — were on hand to meet and interact with the participants, share their personal stories and, most importantly, have fun!

Children's Miracle Network Hospitals®

"We could not be more grateful for the incredible support of corporate partners like 7-Eleven, Inc., who, year in and year out, amaze us with their passion for our cause. Together with their customers, Franchise Owners, suppliers, vendors and employees, the impact of their fundraising efforts is helping us change kids' health to change the future."

AIMEE J. DAILY, PH.D.
PRESIDENT AND CEO OF CHILDREN'S MIRACLE NETWORK HOSPITALS

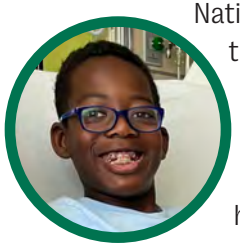
CLEAT Crew × Children's Miracle Network Hospitals®

The new Cleat Crew program brought together nine athletes from top-ranked college football programs to raise funds for Children's Miracle Network Hospitals®. The athletes teamed up with renowned luxury designer Dominic Ciambrone, aka The Shoe Surgeon, to put their mark on individual pairs of custom cleats. Fans had the opportunity to win the cleats through auctions, with proceeds directly benefiting local member Children's Miracle Network Hospitals in each athlete's hometown.

Between the auctions and donations from 7-Eleven, Inc.®, over **$100,000** was raised for Children's Miracle Network Hospitals.

HOPE'S HERO WEARS A BOW TIE

Spotlight on Children's Miracle Network Hostpitals® Champion, Kahmari



"LEGOS!" laughs 14-year-old Kahmari, when asked what he'd rather be doing than being interviewed. (As a 2023 Children's Miracle Network Hospitals National Champion, he gets interviewed a lot.) "I like the kits," he says, then adds perkily, "I'm also a pretty good free-former. Just give me a pile, and I'll come up with something!"

Every year, Children's Miracle Network Hospitals identifies 10 "Champions" from across the U.S. to represent 170 member hospitals and their patients. These ambassadors spend their year advocating for the charitable needs of member hospitals. Quite often, that means sharing their personal stories and testifying to the vital need for continued funding.

Born with gastroschisis, a hole in the abdominal wall that doesn't properly secure a baby's intestines in the body, Kahmari's condition led to short bowel syndrome, which causes malnutrition and weight loss. He also has chronic ulcers and slow gastrointestinal bleeds that require monthly infusions of intravenous medications, along with iron or blood transfusions. When he was just 3 years old, his parents Alyssa and Jamie were told to expect the worst.

Rejecting that advice, they sought help instead from UVA Health Children's Hospital in Charlottesville, Virginia. And thanks to the support and care of their pediatric gastroenterology team — "my second family," Kahmari calls them — he's now a high school freshman, busily cranking out LEGO® creations, singing in his school choir and entertaining his siblings with his energetic dance moves.

The dapper Kahmari, who often sports a colorful bow tie, is remarkably cool about being a celeb. He laughs whenever he goes into his local 7-Eleven® store for his favorite snacks and sees his face on the in-store fundraising posters. "It's so weird to see myself on those posters," he says, rolling his eyes in the typical time-honored teenage tradition.

And for a kid who's endured 60 surgeries related to his lifelong condition, he's surprisingly enthusiastic about food, especially his mom's "world-famous" chicken tacos, and calls "lunch" his favorite class in school. And don't even get him started on burgers. His favorite: the Gus Burger at Charlottesville's "The White Spot," which features a thick, juicy patty topped with a fried egg. Judging it "absolutely delicious," he good-naturedly pronounces himself in need of one. Stat.

There's certainly no shortage of brothers (three), as well as sisters (three) in Kahmari's home. Slotting smack-dab in the middle of the crew, Kahmari admits he prefers being a big brother to the younger ones. He's also often seen as a big brother to fellow patients. "They can get scared," he states matter-of-factly. "I can relate to what they're going through. I tell them that there's always hope. Just remember that it's going to be okay, and your parents and doctors are going to help you get through it."

"It's really a miracle seeing the support that Children's Miracle Network Hospitals provides," affirms his mom, Alyssa. "Our family talks with other families about what that support means. Funds raised through Children's Miracle Network Hospitals make it possible for member hospitals to provide families with a hot meal, clothing, a place to stay, programs that keep their minds occupied, as well as state-of-the-art medical equipment and on and on ... it's just a miracle. As is Kahmari," she adds, beaming at her cheerful child. "He's our family's blessing!"

Helping Hometown Kids Be Kids

In his role as Market Leader for 7-Eleven, Bill Marra covers a lot of ground. The Sacramento native watches over two markets and more than 270 stores from Northern California to Nevada. And there's strength in those numbers.

For the company-wide in-store fundraising campaign supporting Children's Miracle Network Hospitals®, Marra and his team paired that strength with in-store posters featuring Children's Miracle Network Hospitals National Champions for their first-ever "Go For It" days. Throughout the campaign, Marra's team identified select days for store associates to make an extra push for customer donations. The plan was quickly adopted and implemented across the 7-Eleven family of brands, resulting in "Go For It" day totals averaging $66,000.

"From corporate support on down the line, everyone was fully on board with our plan, " he says. "We chose certain days to tie selected products with donation opportunities. We even brought in local Children's Miracle Network Hospital staff members to personalize our in-store promotions! That really added to the camaraderie and the sense that this was a local campaign directly benefiting children from each store's own community."

For Marra and his team, community focus is personal. Earlier in 2023, he and other Market Leaders toured their local member hospitals so they could see the importance of the donations first-hand. Calling the tours "critical turning points," he discovered two big takeaways.

"Children's Miracle Network Hospitals help these kids be kids. They make sure that kids have activities, like art and music programs, to help them relax, despite their medical situation. We even visited an in-house recording studio where teenagers were creating their own music! That was amazing and so positive."

His other takeaway was seeing how customer donations provided tangible support. "We happened to be there when Life Flight nurses received new helicopter helmets that came directly from Children's Miracle Network Hospitals donations. These people do incredible work and their appreciation for this new gear gave me a real 'aha' moment."

Marra also credits each and every store associates for their incredible work in making the round-up campaign successful.

"What a great job the store associates do every day," he shared. "They can personalize the ask, say to the customer that their donation is going to, for example, UC Davis down the street. And customers know that hospital, or maybe even know someone who was treated there. That personal connection made the campaign successful, no doubt about it.

"We're all a part of the communities we serve, and that's a responsibility every one of us takes to heart. We feel great to be able to help our communities and all these wonderful kids."

DE+I

Our Commitment to DE+I

7-Eleven, Inc. has more than 13,000 stores across the U.S. and Canada and as such, is also an integral part of the incredibly diverse neighborhoods we serve.

To ensure an inclusive customer experience and workplace, we encourage Franchise Owners and 7-Eleven employees across the family of brands to bring their unique perspectives, talents and contributions to work every day. We strive for equality and are committed to taking bold action when it comes to Diversity, Equity and Inclusion. Our strategy focuses on three core pillars:

Foster an inclusive workplace culture | **Cultivate diverse talent** | **Positively impact the communities we serve**

"Our people drive our success, and we remain committed to ensuring 7-Eleven is a great place to work for all employees. ActivateHER is a great example of how we're taking bold action to foster diversity, equity and inclusion across the 7-Eleven family of brands."

TREASA BOWERS
EXECUTIVE VICE PRESIDENT
CHIEF HUMAN RESOURCES OFFICER

2023 DE+I HIGHLIGHTS

activateher

In keeping with our commitment to support the development and advancement of women, we launched an all-new professional development series, ActivateHER, in 2023. As the name implies, the program is all about activating and empowering the next generation of women leaders — and their allies — across the 7-Eleven family of brands. ActivateHER provides participants with educational content and tools, inspiring interviews and engaging discussions, workshops, and other development opportunities — from internal leaders, outside experts and guest speakers.

FEATURING MARIE OSMOND

7iHoLa!

Say "Hola" to 7Hola, Our Newest Associate Business Resource Group!

7-Eleven's newest Associate Business Resource Group — 7Hola — officially launched on Cinco de Mayo (May 5), to provide Hispanic and Latin professionals, and their allies, with opportunities to develop their careers and create a positive impact in our communities.

The group's foundational pillars focus on professional development, community service and social and cultural education. Since its launch, the group has been working to deepen Hispanic and Latin engagement across the company and create a nurturing environment where all employees can thrive.

Associate Business Resource Groups are voluntary, corporate employee-led groups designed to support associates in alignment with 7-Eleven, Inc.'s organizational mission, values, goals, business practices and objectives.

THE GOAL:

Foster and support our diverse workforce, develop future leaders and engage our talented associates.

What Employees Say About our ABRGs

"7PRIDE puts out meaningful content that really helps educate employees, which helps us to be better allies and lead with empathy."

"This is an opportunity to not only meet others within the organization cross-functionally — but also a great way to step out of your comfort zone and focus on developing yourself outside of your day-to-day."

7new Network of Executive Women

7Veterans outreach organization

7pride

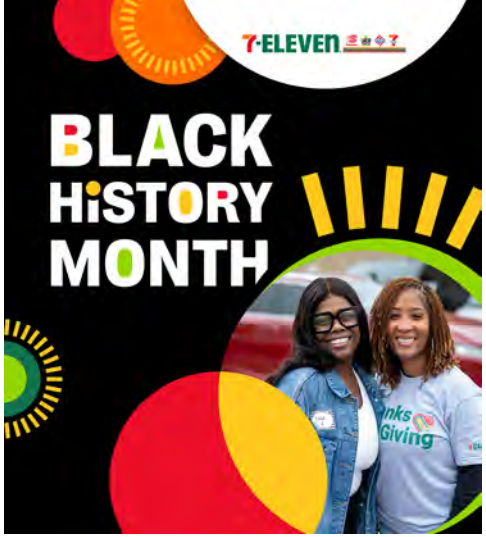
7Young Professionals

7NBP Network of Black Professionals

Black History Month — Featuring Dr. Sorrell

Throughout February, we celebrate Black History Month — our national observance of the historic journey and achievements of African Americans. By spotlighting important African American figures and movements, the commemoration helps our nation move closer to realizing the powerful vision upon which it was founded.

Dr. Michael Sorrell, the longest-serving President in the history of Dallas' Paul Quinn College, shared his insights about how 7-Eleven and our family of brands can help further the important role of education in building representative leadership in the arts, sciences, government and industry.



Click to watch the video with Dr. Sorrell

Hispanic Heritage Month — Dr. Chang-Diaz Brings the "Right Stuff" to 7-Eleven

Each September 15 through October 15, we celebrate Hispanic Heritage Month, our national observance of the diverse cultures and rich histories of the Hispanic and Latino American communities.

Celebrated astronaut, physicist and engineer Dr. Franklin Chang-Díaz is NASA's first Hispanic astronaut and a real-life space pioneer who has logged seven spaceflights, more than 1,600 hours in space and three spacewalks. He was instrumental in the construction of the International Space Station and also served as director of the Advanced Space Propulsion Laboratory at the Johnson Space Center. In 2005, he retired from NASA to pursue other interests including the advancement of plasma rocket propulsion technology, environmental causes and mental health programs supporting Hispanic people.

Click to learn more about Dr. Chang-Diaz's incredible story

UP CLOSE AND PERSONAL WITH 7-ELEVEN EMPLOYEES...

- Alexis (Senior Manager of Product Development) shares her perspective about **Black History Month!**
- Ana (Senior Energy Analyst), Mariano (Senior Manager, IT PMO) and Marissa (Program Implementation Manager) celebrate **Hispanic Heritage Month!**
- Amy (Senior Director of Integrations) talks about the significance of **Women's History Month!**
- Shaiyra (Maintenance Project Supervisor) discusses her heritage and personal journey during **Native American Heritage Month!**

Building Bridges

The 2023 National Association of Convenience Stores (NACS) show in Atlanta brought together Larry Hughes (7-Eleven, Inc. Vice President, Corporate Human Resources and DE&I) and Kent Montgomery (Senior Vice President, Industry Relations & Multicultural Development at PepsiCo) to discuss "Building a Culture of Diversity and Inclusion Among Customers and the Workforce."

Montgomery and Hughes engaged in a lively and enlightening exchange about the latest DE+I trends and data and what they mean for the convenience retail industry. The session also shed light on how PepsiCo and 7-Eleven continue to evolve their DE+I agendas and what the convenience industry can do to take its DE+I efforts to the next level.

NACS SHOW 2023

Protecting the Environment

PLANET

GREEN CHALLENGE 2050

7-Eleven's parent company, Seven and i Holdings Co., Ltd. (7&i), operates a diverse portfolio of companies across the globe to meet the daily needs of customers through a vast network of stores. In 2019, 7&i launched Green Challenge 2050 — a four-pronged strategy to reduce its environmental footprint across the entire store network and supply chain.

At 7-Eleven, Inc., we take our role in contributing to the **Green Challenge 2050** seriously — pursuing its strategic pillars toward specific goals for 2030 and 2050, which are aligned with and help drive progress toward the United Nation's Sustainable Development Goals. In support of this, we seek to achieve a sustainable future through our targeted "Planet" priorities, including increased access to alternative fuels, an overall reduction in CO_2e emissions, continued investment in renewable energy and the pursuit of sustainable packaging.

Innovating for a Sustainable Future

7-Eleven, Inc. continues to make progress toward reducing our environmental impact and to move ahead by strategically investing in alternative energy (wind and solar) and environmental initiatives that increase efficiency while reducing waste and resource consumption.

Increasing Access to Alternative Fuels

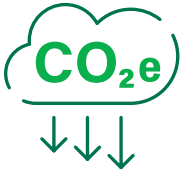
7-Eleven, Inc. has always focused on innovations to improve the customer experience, and that includes offering alternative fuel options — specifically, electric vehicle charging stations. Through 7Charge™, the company's electric vehicle fast charging network and app, 7-Eleven is focused on providing electric vehicle drivers access to a seamless charging and payment experience across the 7Charge network. By providing a reliable and fast charging option for electric vehicles at stores along select highway corridors and in metropolitan areas, 7Charge is once again redefining convenience.

In 2023, customers purchased 1.2 million kWh through our network of electric vehicle fast charging stations. That equates to 3.6 million e-miles charged

The 7Charge™ app is currently available for download across Apple and Android devices.

Reducing CO_2e Emissions

Our parent company, Seven & i Holdings Co., Ltd., is committed to reducing energy consumption worldwide and improving efficiency. As part of its Green Challenge 2050, Seven & i Holdings Co., Ltd. set a goal to reduce carbon dioxide equivalent (CO_2e) emissions from stores by 50 percent by 2030, compared with FY2013 levels.



For it's part, 7-Eleven, Inc. has so far reduced CO_2e emissions from its U.S. and Canadian stores by 38 percent from FY2013 levels. This is equivalent to greenhouse gas emissions from approximately 117,000 passenger vehicles for one year. Along with concerted efforts to continuously improve operational energy efficiency practices in stores, we made important progress in three major categories:

EQUIPMENT INSTALLATIONS*

LED Lighting • New High-Efficiency HVAC • Energy Management Systems

ENERGY EFFICIENT STORE DESIGN ELEMENTS*

Low E Windows • Occupancy Sensors • Photocells/Daylight Harvesting • Structural Insulated Panels (SIP)

RENEWABLE ENERGY MEASURES*

Wind • Solar • Renewable Energy Contracts + Certificates

* implemented in some 7-Eleven® store locations

Investing in Renewable Energy

Energy conservation projects are just one part of the bigger picture — we're also expanding our renewable energy initiative. Case in point: About 26 percent of all the electricity consumed by 7-Eleven, Inc. stores in both the U.S. and Canada during FY2022 came from renewable sources, including wind and solar.

RECENT HIGHLIGHTS:*

- **With more than 13,000 wind turbines in the state, Texas ranks first in the U.S.** for both installed and under-construction wind capacity and is home to four of the largest wind farms in the nation. In 2017, 7-Eleven signed an agreement with TXU Energy to purchase wind energy for all 7-Eleven, Inc. Texas stores in competitive energy markets. In FY2022, 7-Eleven purchased over 334,000 MWh renewable energy from TXU Energy, providing power to more than 900 stores. This program accounted for an estimated 40 percent of all FY2022 renewable energy consumed by 7-Eleven® stores.
- **Since FY2020, 7-Eleven has subscribed to a program to procure renewable energy for its Florida stores** by using large-scale solar power generation facilities. This program accounted for of approximately 84,600 MWh, or 10 percent, of all FY2022 renewable energy consumed by 7-Eleven, Inc.
- **In FY2021, the company began operating under agreements for over 60,000 MWh of off-site wind energy for its Illinois stores, and community solar projects in Oregon** that are expected to provide an additional 2,500 MWh of renewable energy once fully operational. In FY2022, the Illinois and Oregon agreements contributed approximately 63,000 MWh and 500 MWh of renewable energy, respectively.
- **In FY2022, 7-Eleven, Inc. announced a 20-year clean energy commitment in Michigan** through Detroit-based DTE Energy's innovative MIGreenPower program. Once the projects are complete, the shared goal is to achieve 100 percent clean energy for all 160 southeast Michigan locations, in an effort to avoid more than 15,000 tons of CO_2e emissions annually. That's equivalent to removing approximately 3,000 gas-powered cars from the road each year. This agreement is a great example of how 7-Eleven, Inc. is working with both the private and public sectors to reduce its carbon footprint.
- **In FY2022, the company subscribed to a program for over 37,000 MWh annually** for off-site wind and solar energy in Nevada. This program delivered an estimated 19,500 MWh of renewable energy in FY2022.

* Audited renewable energy data for FY2023 was not yet available as of the date of this report.

Sustainable Packaging

Sustainable food packaging refers to packaging materials and practices that minimize environmental impact through their lifecycle, from production and use to disposal. 7-Eleven and our family of brands is continually looking for ways to improve product packaging by using sustainable materials (e.g., those composed wholly or in-part from postconsumer recycled content (PCR)), reducing resource consumption, waste generation and pollution associated with food packaging, while keeping our offerings at the peak of freshness.

EXAMPLES OF OUR RECENT INITIATIVES IN THIS SPACE INCLUDE:

- **There's a lot of appeal to a freshly made deli sandwich,** especially when it's wrapped with care to retain its goodness. To ensure our customers can feel good about their lunch, 7-Eleven, Inc. uses PCR for its sandwich wedge packaging. During 2023, through our "Recycled Content Inclusion" program, we redesigned the sandwich wedge to include 20 percent PCR, helping to avoid an estimated 71,500 pounds of virgin plastic use on an annual basis — proof that convenience, fresh food and a cleaner environment are compatible goals.
- **Nachos are arguably one of the most crave-worthy culinary inventions ever.** Keeping the ingredients fresh, delicious and ready-to-go, however, is a challenge. Polystyrene is traditionally used in packaging for its thermal insulation properties. But most single-use polystyrene food containers end up as landfill trash or litter as they are difficult to recycle.

  Among commercial plastics on the market today, polypropylene is considered one of the safest, and it is generally more recyclable compared to polystyrene. It's FDA approved for food contact, and its high heat tolerance makes it ideal for foods that can be heated in a microwave, like nachos. Our redesigned polypropylene-packaged Nacho Kit has removed more than 225,000 pounds of polystyrene annually. So whether it's at home or on the go, you can feel good about chipping and dipping to your heart's content.

Promoting Responsible Consumption

Our priority is to provide customers with the highest quality products while also delivering great value. That includes the types of products we offer, how they're made and how they make it onto store shelves. As the industry leader in convenience, we have a responsibility to source responsibly — whether from our vendors or when developing our own awesome proprietary products.

Showcasing sustainability, innovation and opportunity

Brands W/♥

Designed to give emerging brands the chance to see their products on national store shelves, 7-Eleven's "Brands with Heart™" program is winning hearts — and tastebuds — while making a meaningful impact on communities across America.

"We believe our role as a leading retailer goes beyond providing innovative products to our customers — it's about making a lasting difference in the communities we serve," said Marissa Jarratt, 7-Eleven, Inc. Executive Vice President, Chief Marketing & Sustainability Officer. "This year, for the first time ever, every one of our 'Brands with Heart' participants demonstrates a purpose-driven element, bringing us one step closer to achieving this goal.

Take 2023 "Brands with Heart" participant, Equitea Co., for example. Founded in 2020 by Quentin Vennie and his wife, Erin, Equitea's mission is to expand pathways to wellness by making better-for-you products more accessible and equitable for consumers.

"At 7-Eleven, we're proud to be a platform for new and innovative brands to introduce their products to the world," adds Nikki Boyers, Vice President of Private Brands and Emerging Brands at 7-Eleven, Inc. "Not only do these products taste great, they also have positive impacts and benefits with environmental & social principles. We can't wait for our customers to see them on shelves across the country."

Check out our video to learn more about Brands with Heart!

Cage-free eggs

We're committed to working with suppliers toward a goal of sourcing 100 percent cage-free eggs for all U.S. and Canada stores by 2025, based on available supply.

Higher quality, lower prices, greater sustainability —
Say hello to 7-Eleven Private Brands

High-quality, differentiated products that customers keep coming back for — that's what 7-Eleven Private Brands are all about. Debuting in 2008 with just 87 items, the company's private brand sales have surpassed $1 billion.

7-Eleven Private Brands include **SEVEN SELECT™** for food, beverages and snack items, and the **24/7 Life** by 7-Eleven™ line, which includes a wide assortment of electronic accessories, over-the-counter medications, health and beauty aids, cleaning supplies, paper goods, office supplies, wine accessories and travel-size toiletries. Taken together, the Private Brands unit now offers more than 900 items nationwide.

Along with that meteoric growth came an unyielding focus on sustainability in both production and packaging.

7-Eleven, Inc.'s goal is to use packaging with sustainable attributes for 50 percent of proprietary products by 2030

Talking Sustainability with Nikki Boyers

As Vice President of Private Brands and Emerging Brands, Nikki Boyers brings a lifetime of commitment and experience to delivering awesome products that exceed customer expectations and value.

" We've recently enhanced how we're pursuing sustainability by establishing even more ambitious and product-specific criteria," Boyers said. "We're looking at ingredients, packaging and production facility certifications. We're exploring how to improve supply chains and logistics, as well as how to better reduce waste and improve recycling. And we're factoring in the welfare of our employees and the farmers and growers from whom we buy."

"Sustainability is important to me because our natural resources are becoming more scarce. I want to do my part to leave the world a better place for future generations to enjoy. It's a shared responsibility because we're a massive global retailer and responsible for our footprint. It's our job to lead by example."

NIKKI BOYERS
VICE PRESIDENT OF PRIVATE BRANDS AND EMERGING BRANDS

- **Skýra™ Icelandic Spring Water** — This 7-Eleven, Inc. exclusive, super-premium water comes from an Icelandic spring in a protected nature preserve. "The water comes from a self-replenishing source," says Boyers. "The supplier's plant is LEED-certified. Plus, through our supplier relationship, **100,000 trees have been planted so far** to help replenish the surrounding protective forest, with a goal of a million trees by 2030."

- **Seven Select Cold-Pressed Juices** — The company's exclusive, certified fair-trade juices come from top-quality USDA-certified, non-GMO Project verified organic fruits and vegetables.

  "Most juice companies can claim their products are either organic or cold-pressed, but not both. We can, because they are!" says Boyers. "But we don't stop there. The juice processing plant is powered up to 80 percent with solar energy, which means we're able to deliver the highest quality product while simultaneously furthering our sustainability goals."

- **Seven Select Replenish™ Sports Drink** — Known as "isotonic" drinks, Seven Select Replenish™ hydration beverages may help replace certain electrolytes and minerals lost during exercise or strenuous activity.

  "By redesigning the bottle, we can pack and stack more effectively and lower the number of trucks needed to transport this product by more than 800 trucks this year," says Boyers. "Plus, we're transitioning from a black bottle cap to a clear one to improve recycling efficiency. **Considering that we sell more than 30 million bottles of Replenish a year, these small changes add up to make a big difference."**

Award-Winning App: Too Good To Go (to Waste)

Food waste: It's an environmental concern of epic proportions. When perfectly good food is tossed away, so is all the energy and water it takes to grow, harvest, transport and package it. In Canada, for example, a whopping 35.5 million metric tons of food produced is lost or wasted every year and food waste accounts for 10 percent of greenhouse gas emissions in the world.*

Wasting food is also a humanitarian concern. An estimated 6.9 million Canadians, including 1.8 million children, live in households struggling to afford food.**

7-Eleven Canada's Director of Operations Jeff Monachello felt strongly that his team could make a difference, "Day-old bread, pastries, milk or sandwiches that are near their best-before dates are nutritious and perfectly safe to consume," he said. "Why waste it when someone can benefit from it, and we can help the environment, too?"

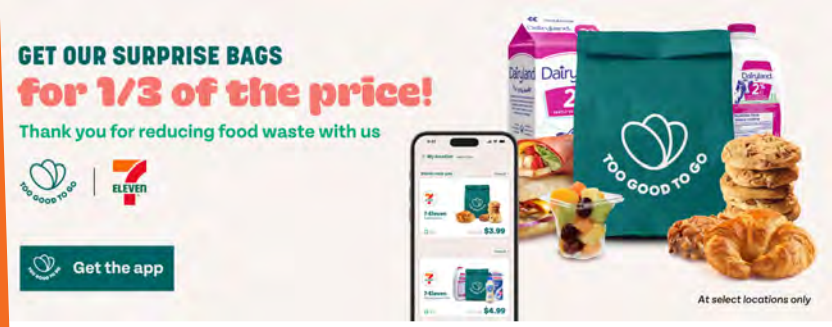
Monachello assembled a team that cooked up a novel solution to the issue by partnering with social impact company Too Good To Go. Their mission is to "Rescue unsold food at your favourite spots from an untimely fate."

In early 2023, Monachello's team leveraged Too Good To Go's mobile app in pilot stores in Vancouver and Toronto, to offer customers daily discount-priced "Surprise Bags" that included products nearing their best-by dates. Response was immediate, enthusiastic and a clear signal that customers wanted more. The program now in 445 stores across Canada.

"The Too Good To Go dashboard tells us that as of December 2023, the program has already helped save more than 130,000 meals," Monachello said.

The program is also bringing in first-time customers. "We've discovered that 31 percent of those picking up Surprise Bags have never been to a 7-Eleven! But when they come in, 29 percent of them make additional purchases. **So we're helping feed deserving families, protecting the environment and welcoming new customers. If that's not a win-win-win, I don't know what is."**

*Research by Second Harvest and Value Chain Management International
**Li T, Fafard St-Germain AA, Tarasuk V. (2023) Household food insecurity in Canada, 2022.



"The Too Good To Go team is thrilled to support 7-Eleven's ambition of reducing food waste. Our engagement has already yielded positive results across Canada. Through relationships like the one with 7-Eleven, our ambition is to create a more sustainable future and inspire customers and businesses to reduce food waste every day."

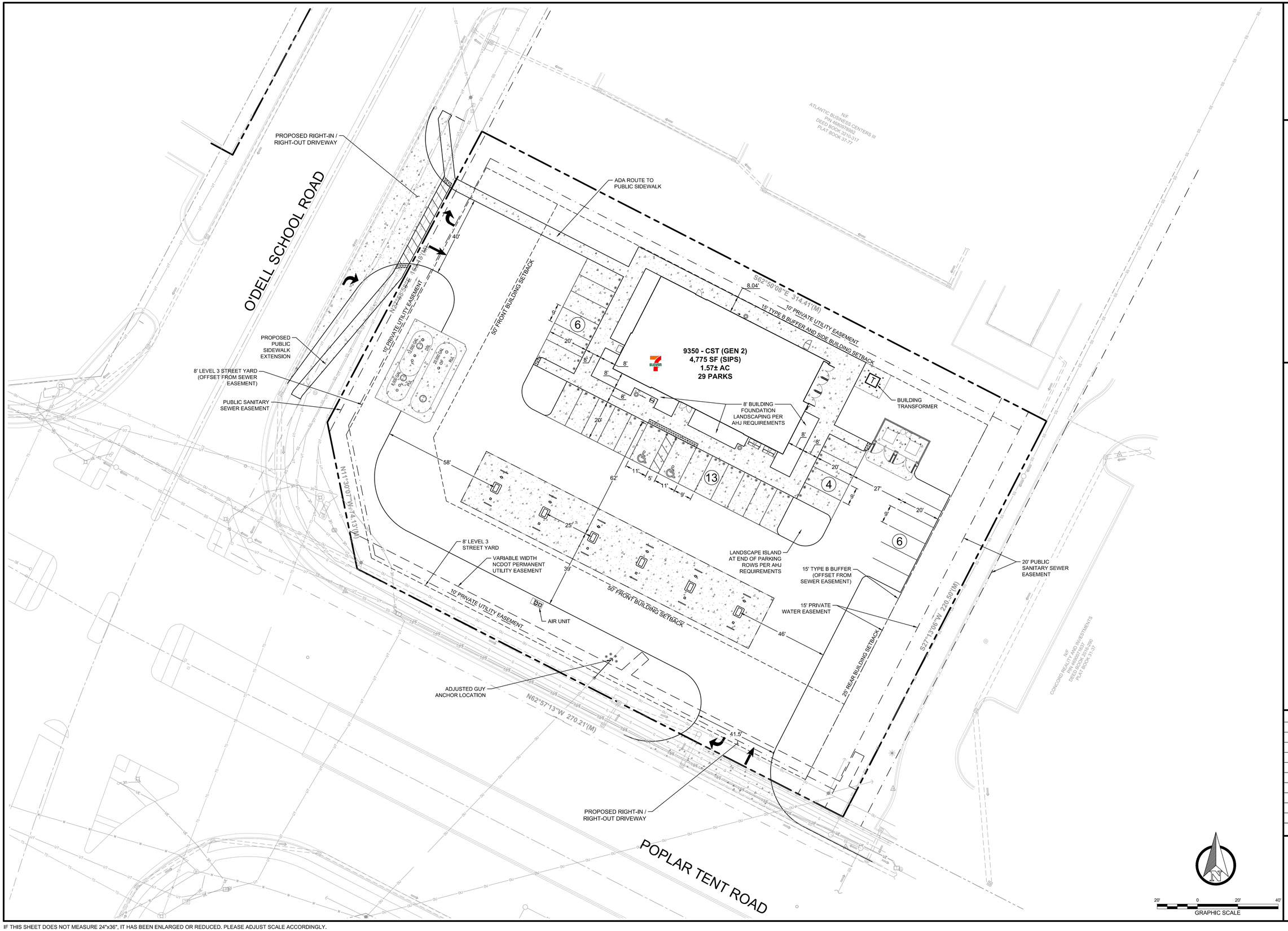
SARAH SOTEROFF
SENIOR PUBLIC RELATIONS MANAGER
TOO GOOD TO GO

We're proud of the impact we made in 2023 and excited for the future. We're focused on building thriving communities, protecting the environment and promoting responsible consumption, as well as making it easier for customers, Franchise Owners, suppliers, vendors and employees to contribute to a sustainable and socially responsible future. To learn more about our 7Impact commitment, please visit our **website**.

7impact

GOOD MADE EASY

Forward-looking statements are generally identified through the inclusion of words such as "aim," "anticipate," "aspire," "believe," "commit," "endeavor," "estimate," "expect," "goal," "intend," "may," "plan," "seek," "strive," "target," "will" and "work," or similar statements or variations of such terms and other similar expressions. The forward-looking statements in this Report and the materials or websites cross-referenced concern 7-Eleven's goals or expectations with respect to corporate responsibility, sustainability, employees, environmental matters, policy, procurement, philanthropy, data privacy and cybersecurity, and business risks and opportunities. Forward-looking statements inherently involve risks and uncertainties that could cause actual results to differ materially from those predicted in such statements. Forward-looking statements are not guarantees or promises that goals or targets will be met. 7-Eleven undertakes no obligation to update any forward-looking or other statements, whether as a result of new information, future events, or otherwise, and notwithstanding any historical practice of doing so. In addition, historical, current, and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. The information included in, and any issues identified as material for purposes of, this document shall not be considered material for Securities and Exchange Commission ("SEC") or other similar reporting purposes. In the context of this Report, the term "material" is distinct from, and should not be confused with, such term as defined for SEC reporting purposes. Website references and hyperlinks throughout this Report are provided for convenience only, and the content in the referenced websites is not incorporated by reference into this Report, nor does it constitute a part of this Report.



FOR REVIEW ONLY

P3 ENGINEERING GROUP, LLC
701 BROCKINGTON LANE
FLORENCE, SC 29501
PHONE: 843-433-3579
EMAIL: KEVIN@P3EG.COM
CROSLAND SOUTHEAST

7-ELEVEN (SITE #1056460)
POPLAR TENT ROAD AND O'DELL SCHOOL ROAD
CONCORD, NORTH CAROLINA

ORIGINAL ISSUE DATE: 05/23/2024

REVISIONS:

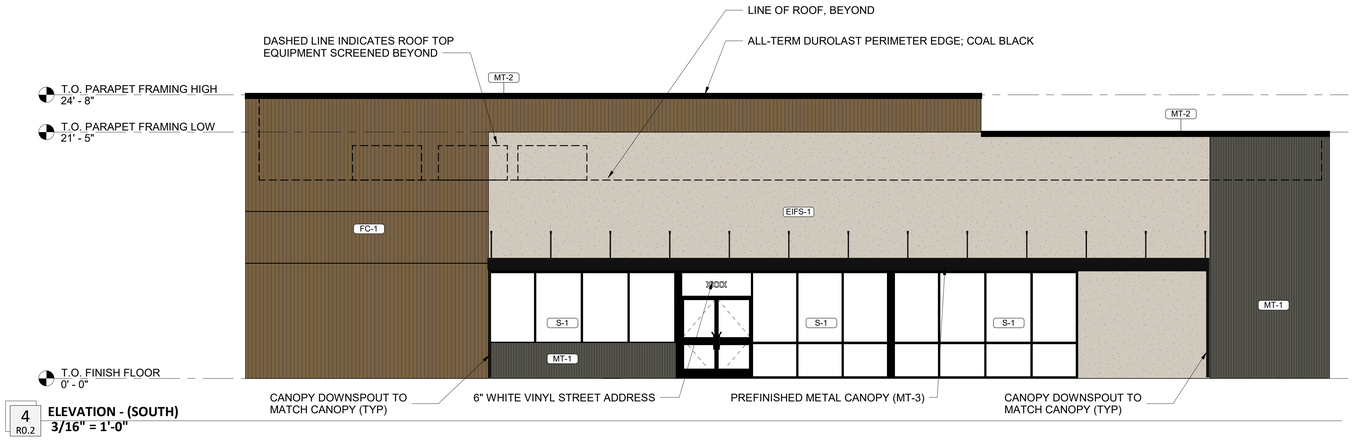
PROJ. NO.: 7-11 CONCORD, NC

CONCEPT SITE PLAN #4

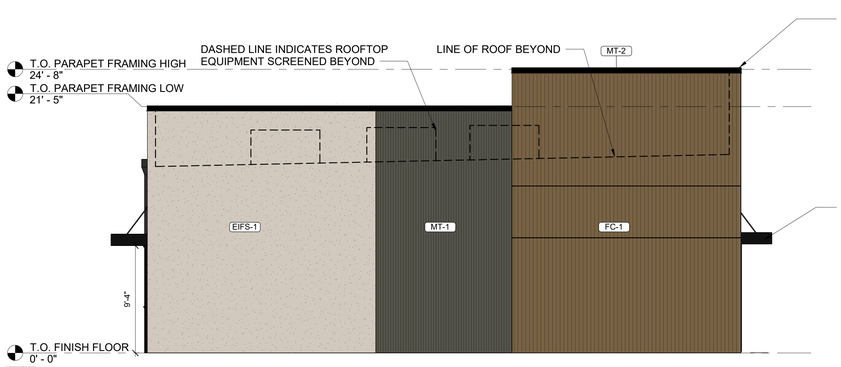
C:\Users\KevinPulis\OneDrive - P3 Engineering Group\Client Share Folder\CSE\NC - Concord_Preliminary Concept\Concord Concept #4.dwg

IF THIS SHEET DOES NOT MEASURE 24"x36", IT HAS BEEN ENLARGED OR REDUCED. PLEASE ADJUST SCALE ACCORDINGLY.

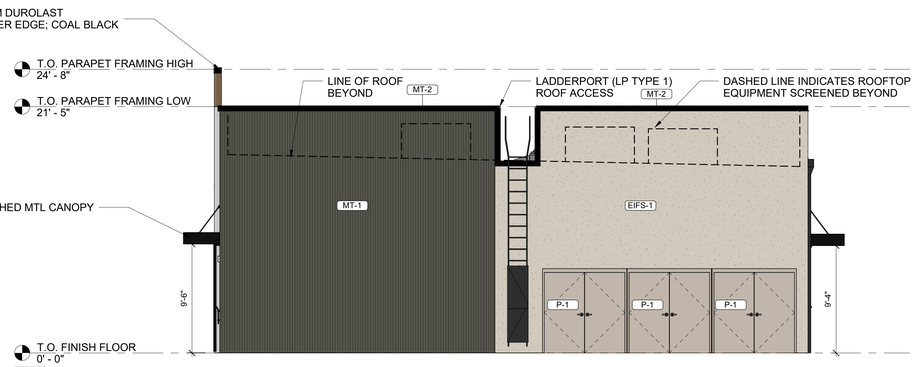
4/11/2024 7:56:50 AM



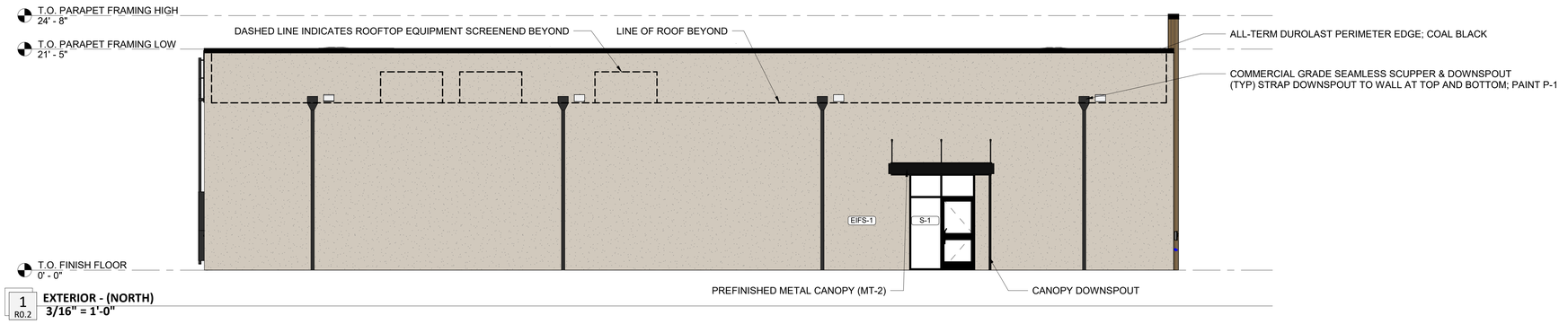
4 R0.2 **ELEVATION - (SOUTH)**
3/16" = 1'-0"



3 R0.2 **ELEVATION - (WEST)**
3/16" = 1'-0"



2 R0.2 **ELEVATION - (EAST)**
3/16" = 1'-0"



1 R0.2 **EXTERIOR - (NORTH)**
3/16" = 1'-0"

EXTERIOR MATERIALS SCHEDULE

CODE	DESCRIPTION	COLOR	MANUFACTURER	MODEL
EIFS				
EIFS-1	EIFS	104 DOVER SKY	DRYVIT	OUTSULATION PLUS MD, SANDPEBBLE FINE TEXTURE; 7ELE 01 1022 ST
FIBER CEMENT PANEL				
FC-1	FIBER CEMENT PANELS - VINTAGEWOOD	CEDAR	NICHIHA	AWP 3030
METAL				
MT-1	EXPOSED FASTENER CORRUGATED METAL PANEL	BURNISHED SLATE	PAC-CLAD	7/8" 24 GAUGE CORRUGATED METAL PANEL
MT-2	PRE-FINISHED METAL COPING & COMPRESSION EDGE	COAL BLACK	DURO-LAST	DURO-LAST #6052 & #3110
MT-3	PRE-FINISHED ALUMINUM CANOPY	MATTE BLACK	MAPES ARCHITECTURAL CANOPIES	MAPES LUMINSHADE CANOPY
PAINT				
P-1	EXTERIOR UTILITIES, EXTERIOR HM DOORS & FRAMES AT MAIN BUILDING	VERSATILE GRAY	SHERWIN WILLIAMS	SW6072
P-3	TRASH ENCLOSURE GATE, DOWNSPOUTS, LIGHTS POLES, ROOF LADDER, PIPING, BOLLARDS AND HOLLOW METAL DOOR AT SHED	TRICORN BLACK	SHERWIN WILLIAMS	SW6258
ROOFING				
MR-1	MEMBRANE ROOFING SYSTEM	WHITE	DURO-LAST	WHITE 40MIL SINGLE-PLY PVC ROOFING MEMBRANE
STOREFRONT				
S-1	ALUMINUM STOREFRONT FRAMING	#29 BLACK	KAWNEER	451T VG
STUCCO				
ST-1	PAINTED STUCCO OVER CMU BLOCK	PAINT TO MATCH 104 DOVER SKY (EIFS-1)		ORANGE PEEL KNOCKDOWN FINISH TO MATCH EIFS FINISH

NICHIHA
VINTAGE WOOD
CEDAR
(FC-1)

EIFS
104 DOVER SKY
(EIFS-1)

PAC-CLAD
CORRUGATED METAL PANEL
BURNISHED SLATE
(MT-1)

KAWNEER #29
BLACK
(S-1)

SHERWIN WILLIAMS
VERSATILE GRAY
(P-2)

buf STUDIO

702 SE 5TH ST. SUITE 50
BENTONVILLE, AR 72712
TEL: 479.579.9959

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

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REVISIONS

NO.	DATE	DESCRIPTION

7- ELEVEN 9350 CFL

POPLAR TENT ROAD AND O'DELL SCHOOL ROAD
CONCORD, NORTH CAROLINA

NOT FOR CONSTRUCTION

04/11/2024

Architect Name -

Architect Number -

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

Drawing Size:	*Project #:*
30 x 42	24043
Drawn By:	*Checked By:*
JAM	CCMB

Title:

EXTERIOR COLORED ELEVATIONS

Sheet Number:

R0.2

Date: 04/11/2024

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Nonresidential

Wendy's (CN-PSA-2024-00096)

10135 Harris Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	2,228 sf of restaurant	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
800	**800**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	1	0	0

Brief Summary

This proposal is for a 2,228-sf Wendy's with a drive-through and new parking lot. This parcel is zoned PUD (Planned Unit Development). The project is proposed on the commercial portion of an approved mixed use zoning district.

CN-PSA-2024-00096 - Wendy's - Huntersville

Type: Nonresidential

2,228 sf restaurant

Allocation Request: 800

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Wendy's - Huntersville				
2.)	Description of project location:	Site address is 10137 Harris Road. Intersection of Harris Road & Trailhead Wy NW (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	4671914382	3a.)	Parcel Acreage:	0.62	
4.)	Site Zoning and use:	PUD	5.)	Area Commercial or Industrial Building (sq. ft.)	2,228	
6a.)	Description of Facility to be served.	Drive-thru resturant	6b.) Number of Lots	1	6c.) Number of Units	1
7d.)	Additional description information:					

B. Applicant Information

Wendy's International LLC - Stephen Budd , Manager (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	1316 Bond Street, Suite 108 (Applicant's Street or Box Number)
Weaver Consultants Group (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Naperville, IL 60563 (Applicant's City, State, Zip Code)
708-205-0273 (Applicant's Phone Number)	630-717-4850 (Applicant's Facsimile Number)
Nick Latus Project Manager (Name) nlatus@wcgrp.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	nlatus@wcgrp.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

William H. Perry (Typed name of North Carolina Professional Engineer)	Weaver Consultants Group (Company Name)
053603 (NCPE Registration Number)	1316 Bond Street, Suite 108 (Street or Box Number)
630-770-2901 (Phone Number)	Naperville, IL 60563 (City, State, Zip Code)
Nick Latus - Project Manager (Name and affiliation of contact person, who can answer questions about **application & designs**)	bperry@wcgrp.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☑	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):_____		

2.) The type of wastewater is (indicate percentage):

50	**% Domestic**
50	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 800 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Restaurant, single service	20 gal/ seat	40	GPD 800
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 800

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Nick Latus (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: Date: 07/24/2024

Weaver Consultants Group

DATE: 7/18/2024
Job No.: 5169-322-32

PROJECT NARRATIVE: Wendy's - Huntersville

The scope of work for this project includes construction of a new 2,228 sqft building with a drive through order point, new parking lot, and new underground utility connections on a 0.62-acre lot, located at 10137 Harris Road in Cabarrus County, North Carolina. The construction site will disturb approximately 0.62 acres, which includes 0.62 acres on site, and 0 acres off site. The site zoned PUD and is currently occupied by grassy fields. The site is bound by a residential home to the northwest, a strip mall to the northeast, townhomes to the southeast, and a vacant out lot to the southwest. The site is part of the Truckers Walk development with a permanent wet detention pond located southwest of the property. The site construction activities will consist of top-soil stripping, excavation, fill, grading activities, installation of erosion and sedimentation controls, utility excavation, parking lot paving, and building construction.

Nonresidential

RaceTrac (CN-PSA-2024-00097)

6970 Poplar Tent Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
06/06/2024	Yes	8,100 sf convenience store and fueling station	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
2,865	**2,865**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	1	0	0

Brief Summary

The applicant is seeking to build an 8,100-sf convenience store with fueling station. This parcel is currently zoned Mixed Use Business Center (MX-IB). The approved site plan Z(CD)46-07 is from 2007.

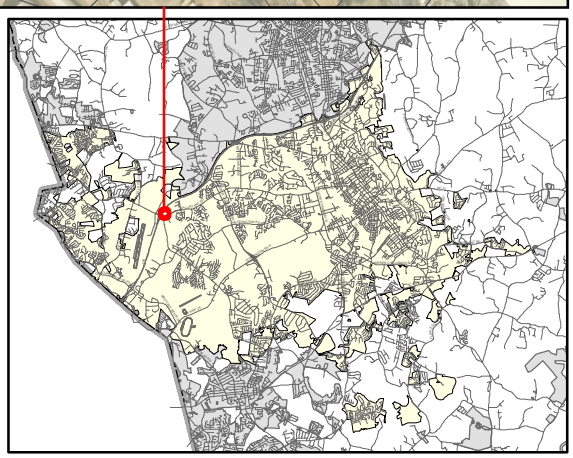
CN-PSA-2024-00097 - RaceTrac - Poplar Tent & I-85

Type: Nonresidential

8,100 sf convenience store

Allocation Request: 4,860

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	RaceTrac - Poplar Tent Road					
2.)	**Description of project location:**	Located in the northeast corner of Poplar Tent Rd + I-85 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	4690455641 + portions of 4690455997 + 4690560114	3a.)	**Parcel Acreage:**	+-6.76		
4.)	**Site Zoning and use:**	MX-IB - Vacant with outdoor storage	5.)	**Area Commercial or Industrial Building**	(sq. ft.) 8,100		
6a.)	**Description of Facility to be served.**	Convenience store	6b.) **Number of Lots**	N/A	6c.) **Number of Units**	N/A	
7d.)	**Additional description information:**	RaceTrac fuel station + convenience store					

B. Applicant Information

Tommy Pease, Engineering Project Manager (Title) (Name of **legal owner, board, council,** and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	200 Galleria Parkway, Suite 900 (Applicant's Street or Box Number)
Racetrac Petroleum, Inc. (Name of Applicant's company, city, town, **corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Atlanta, GA 30339 (Applicant's City, State, Zip Code)
770-595-0309 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Tommy Pease (Name) tpease@racetrac.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	tpease@racetrac.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Marc R Van Dine (Typed name of North Carolina Professional Engineer)	McAdams (Company Name)
036289 (NCPE Registration Number)	2100 S Tryon Street, Suite 400 (Street or Box Number)
704-287-6756 (Phone Number)	Charlotte, NC 28203 (City, State, Zip Code)
Marc Van Dine (Name and affiliation of contact person, who can answer questions about **application & designs**)	vandine@mcadamsco.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☑	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☑	Other (specify): Convenience store with fuel sales		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 4,860 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**
{**Flow rates NOT listed in table 15A NCAC 2T .0114** must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
8,100 sf convenience store	60 gal/ 100sf GFA	8,100 sf	GPD 4,680
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 4,680

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Justen Giambalvo (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: July 22, 2024

July 22, 2024

Concord City Council
35 Cabarrus Avenue W
Concord, North Carolina 28025

RE: RaceTrac – Northeast Corner of Poplar Tent Road and I-85
6980 Poplar Tent Road

Dear City Council Members:

McAdams on behalf of RaceTrac is pleased to present the following request for sewer allocation for a proposed RaceTrac convenience store and fueling station. The site is located at 6980 Poplar Tent Road which is the northeast corner of Poplar Tent Road and I-85. The existing site has been utilized for intermittent outdoor storage and will be redeveloped with an 8,100 square foot convenience store and gasoline and diesel dispensers. The front of the convenience store will contain vehicle gasoline and diesel dispensers, while the rear of the convenience store will contain truck diesel and gasoline dispensers and a truck scale. The proposed facility is a Travel Center and not a Truck Stop as there will be no showers, truck repair services, and long term parking.

The proposed development requests a wastewater allocation of 4,860 gallons per day (GPD). This calculation is based on the North Carolina 2T flow rates for a "Convenience Store with Food Prep," applied to the convenience store size of 8,100 square feet.

We respectfully request that City Council approve our request of 4,860 gallons per day of sewer allocation for this proposed RaceTrac project. Approval of this sewer allocation request will facilitate the development of a new convenience store, generating new employment opportunities and supporting economic growth in the City of Concord. The facility will provide travel convenience and fueling for vehicles and trucks located adjacent to I-85. The project aligns with the City's economic development goals, enhancing the local economy through increased business activity and job creation.

Sincerely,

Eddie Moore, AICP
McAdams

2021 IN NUMBERS

All of our RaceTrac locations offer guests an affordable one-stop shop featuring a wide selection of food, beverage, and competitively-priced fuel. In 2021, we sold:

- **26.9M** roller grill items (lined up, these egg rolls, hot dogs and taquitos would be over 3.1K miles long – nearly the distance between Miami, FL and Seattle, WA)

- **26.2M cups** of Crazy Good Coffee (approximately enough coffee to give one cup to each resident of Georgia, North Carolina and Tennessee)

- **17.6M slices** of pizza sold (enough pizza to cover nearly 41 football fields)

- **13.6M** fresh food items (enough sandwiches, salads and parfaits to share with each resident of Alabama, Kentucky and Louisiana)

- **2.4M** pieces of fresh fruit (i.e., we sell over 46K pieces of fresh fruit a week)

- **1.1M gallons** of milk (enough milk to fill over 26K average-sized bathtubs)

EFFICIENCY & SUSTAINABILITY

In 2012, RaceTrac created a special team to further efficiency consciousness and sustainability. Since then, we've saved a lot of energy and water:

LED Lighting – 6,058 kWh/month ***saved*** per store (enough to power 3,685 single-family homes for a year)

Energy Management Systems – 3.5B kWh ***saved*** (enough to power 609 single-family homes for a year)

Smart Irrigation – $2.1M and 406M gallons of water ***saved*** (enough water to fill 616 Olympic-sized swimming pools)

Water Usage & Leak Detection – $1.2M and 149M gallons of water ***saved*** (enough water to fill 23 Ocean Voyager tanks at the Georgia Aquarium)

RACETRAC'S OPERATING DIVISIONS & SUBSIDIARIES

RaceWay is RaceTrac's solely franchised brand.

Metroplex Energy, Inc. is a wholly owned subsidiary of RaceTrac, which purchases and secures its own supply of bulk fuel to supply RaceTrac and RaceWay stores. Metroplex transports all of its fuel products by rail, pipeline, truck and barge across 14 states (Alabama, Arkansas, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, Virginia).

Energy Dispatch is a RaceTrac-affiliated fuel transportation company that provides fuel transportation services for RaceTrac and RaceWay stores across 6 states in the southern U.S. (Alabama, Florida, Georgia, Louisiana, Tennessee, Texas).

RaceTrac

FAST FACTS

- Headquartered in Atlanta, Georgia, family-owned RaceTrac has been **serving guests since 1934**.
- In total, RaceTrac **employs more than 9,000 team members** across our two divisions (RaceTrac and RaceWay) and affiliated companies (Metroplex Energy and Energy Dispatch).
- **Total RaceTrac Stores: 558** (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, Tennessee, Texas)
- **Total RaceWay Stores: 207** (Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia)
- To date, we have **invested approximately $35M** to support alternative fuels infrastructure at our stores, so that we can offer a variety of renewable fuel blends (e.g., E15, E85, biodiesel, etc.) to our guests.
- On average, RaceTrac handles **over 230M transactions per year**—ten times the entire population of Florida (21.5M). In 2021, RaceTrac paid **approximately $103M in swipe fees**.
- Since 2016, RaceTrac has built an **average of 37 new stores each year, investing about $217M annually** across our operating states. We plan to build **41 new stores in 2022**, which will equate to another **$433M in the economy**.
- Metroplex Energy sells over **7B gallons of fuel annually**.
- Energy Dispatch **employs more than 250 drivers and operates 88 tractor-trailers out of 6 states**. Energy Dispatch also **delivers over 1.3B gallons of fuel** each year.

RACETRAC GIVES BACK

THE MICHAEL J. FOX FOUNDATION FOR PARKINSON'S RESEARCH

Since 2011, RaceTrac has raised $5.6M for the Michael J. Fox Foundation.

CAMP SUNSHINE
A ray of hope for children with cancer™

Since 2010, RaceTrac has raised $1M for Camp Sunshine.

FEEDING AMERICA

In 2021, RaceTrac donated over 21K food items to Feeding America.

BOYS & GIRLS CLUBS
FLORIDA ALLIANCE

In 2021, RaceTrac donated $100K to support Boys & Girls Clubs of America.

ENERGY DISPATCH

RW

METROPLEX ENERGY

RaceTrac
RaceTrac
RaceTrac
RaceTrac
Regular
2.93⁹
Diesel
2.56⁹
Flex Fuel
2.61⁹

Know what's below.
Call before you dig.

I-85

363.01'

425.12'

606.42'

146.58'

49.88'

46.52'

390.28'

11.69'

83.56'

STORMWATER CONTROL MEASURE

O.18 Acres

STORMWATER CONTROL MEASURE

O.64 Acres

INGRESS/ EGRESS ACCESS EASEMENT FROM SELLER TO PURCHASER

TRUCK SCALE

Poplar Tent Road

OPEN SPACE CALCULATION:
REQUIRED 20% OF MASTER PLAN PER Z(CD)-46-07
-20% OF 6.76AC= 1.35AC
PROPOSED ON RACETRAC LOT =0.82AC
(Stormwater Control Aera)

NOTES:

PIN(S): 469-056-0114, 469-0455-997, 469-045-5641
PROPOSED ACREAGE: 6.76 ACRES
ZONING: MX-IB [Z(CD)-46-07]
PROPOSED IMPERVIOUS: ±4.7 AC (70%)
PROPOSED BUILDING: 8,100 SF, 25'-4" HEIGHT

CONTACT RACETRAC PETROLEUM, INC. PROJECT MANAGER PRIOR TO ANY REVISIONS TO THE PLAN SUPPLIED BY RACETRAC PETROLEUM, INC.

0 20 40 80

DATE
NO.

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7500

RE PRELIM - SITE PLAN

PROJECT NAME / INTERSECTION
6970 Poplar Tent Road
Concord, NC
Cabarrus County

DRAWN-BY	AGUERRERO
DATE	5/28/2024
SCALE	1" = 40'
DRAWING NAME:	Concord NC - (6970 Poplar Tent Road) - P
SHEET NO.	VERSION

Nonresidential

Dogwood Classical Academy K-8 Charter School (CN-PSA-2024-00098)

7870 Commons Park Cir. NW

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	19,642 sf building for a K-8 public charter school	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
5,910	**5,910**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	1	0	0	0

Brief Summary

The applicant is proposing a non-profit public charter school that would go in the old Strayer University building. They are proposing approximately 550 students for the 2025-2026 school year. This parcel is in the Weddington Rd. Corridor Plan.

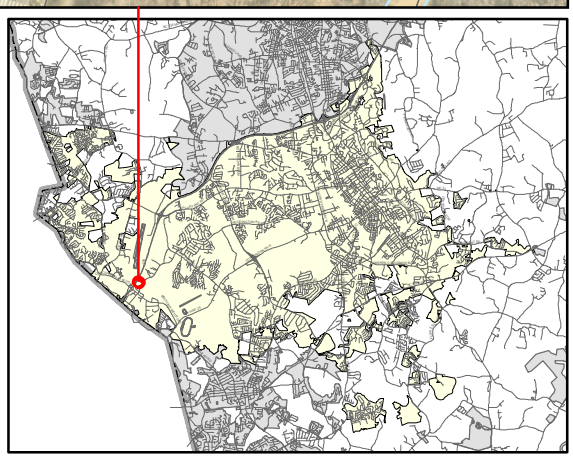
CN-PSA-2024-00098 - Dogwood Classical Renovation

Type: Public

19,642 sf building for k-8 public charter

Allocation Request: 5,910

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Dogwood Classical Academy K-8 Charter School				
2.)	Description of project location:	7870 Commons Park Cir. NW off Weddington Rd. Extension (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	4599-04-3554-0000	3a.)	Parcel Acreage:	3.03	
4.)	Site Zoning and use:	C-2	5.)	Area Commercial or Industrial Building (sq. ft.)	19,642	
6a.)	Description of Facility to be served.	K-8 School	6b.) Number of Lots		6c.) Number of Units	
7d.)	Additional description information:	Renovation of an existing university building for use by a k-8 public charter school				

B. Applicant Information

Red Hook Capital Partners (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	2120 E. Grand Ave (Applicant's Street or Box Number)
Red Hook Capital Partners (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	El Segundo, CA 90245 (Applicant's City, State, Zip Code)
(Applicant's Phone Number)	(Applicant's Facsimile Number)
Rob King (Name) (Email) (Name with Title and Email of contact person, who can answer questions about application)	rking@redhookcap.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

James F. Turner (Typed name of North Carolina Professional Engineer)	N/A (Company Name)
40962 (NCPE Registration Number)	3400 Beverly Dr. (Street or Box Number)
214-750-2900 (Phone Number)	Dallas, TX 75205 (City, State, Zip Code)
James F. Turner (Name and affiliation of contact person, who can answer questions about **application & designs**)	jturner@jfte.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☑	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 5,910 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**
{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
School w/o cafeteria, gym	10 gal/ student	591	GPD 5,910
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 5,910

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Rob King _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Signature: Date: 7/17/24

610 N. Main Street | Greenville, SC 29601
Phone: 864.626.6330
www.mussmanarchitects.com

MUSSMAN ARCHITECTS

July 18th, 2024

Honorable William C. Dusch & Concord City Council
35 Cabarrus Ave W,
Concord, NC 28025

RE: Project Narrative for Dogwood Classical Academy Charter School;
Parcel ID: 4599-04-3554-0000

Dear Mayor Dusch & City Council Members,

We are pleased to present this project narrative regarding Dogwood Classical's request for sewer capacity within the City of Concord. They are a non-profit, tuition-free, public Charter School providing an American Classical Education with an emphasis on civic virtue. We plan to renovate the existing two story building last occupied by Strayer University in the Concord Mills area.

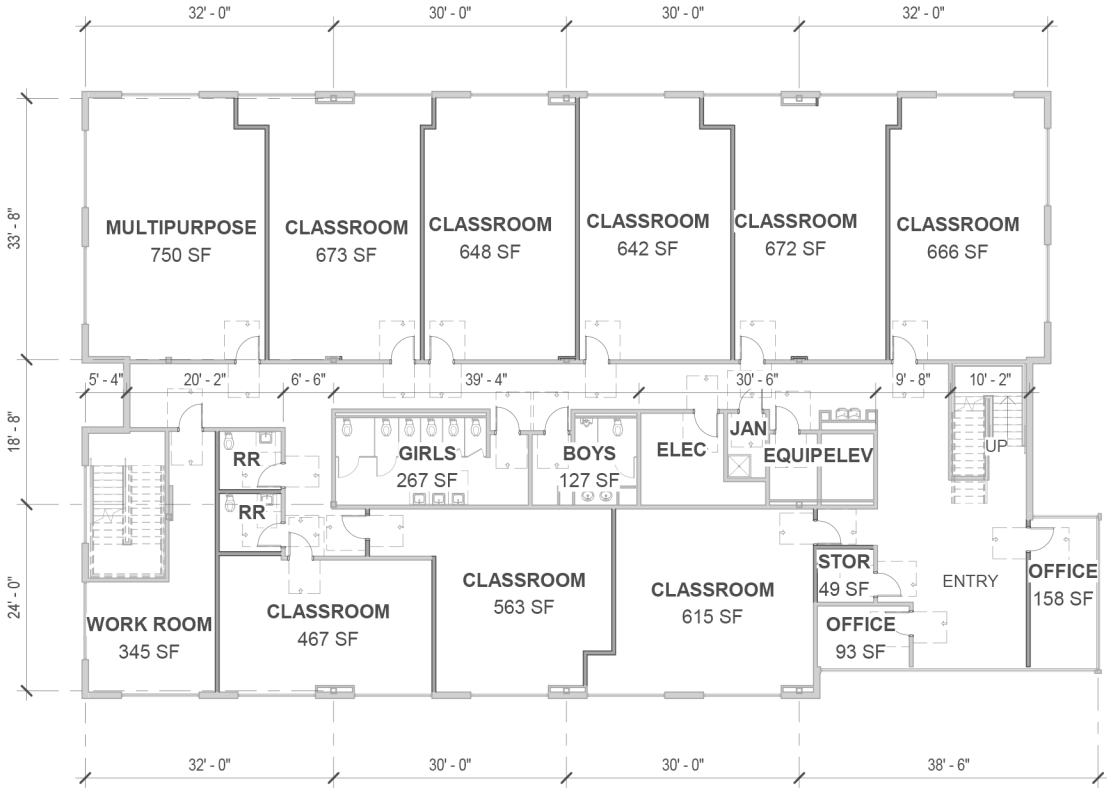
We are currently in design for an approximately 550 student school for grades K-8th, occupying the building in the summer of 2025 for the upcoming '25-'26 school year. We will be renovating an existing vacant building without altering the building footprint or exterior. We are adding restroom fixtures to meet the required counts for the new K-8 use. We believe bringing this new public-school option to the Concord Mills neighborhood will be of great benefit to the community at large. The mission at Dogwood Classical Academy is to "develop students in mind and character through a rigorous, classical, content-rich curriculum that emphasizes the principles of academic fundamentals, virtuous living, and civic responsibility."

Thank you for your consideration in this matter, and please reference the map, building images and floor plans on the pages that follow.

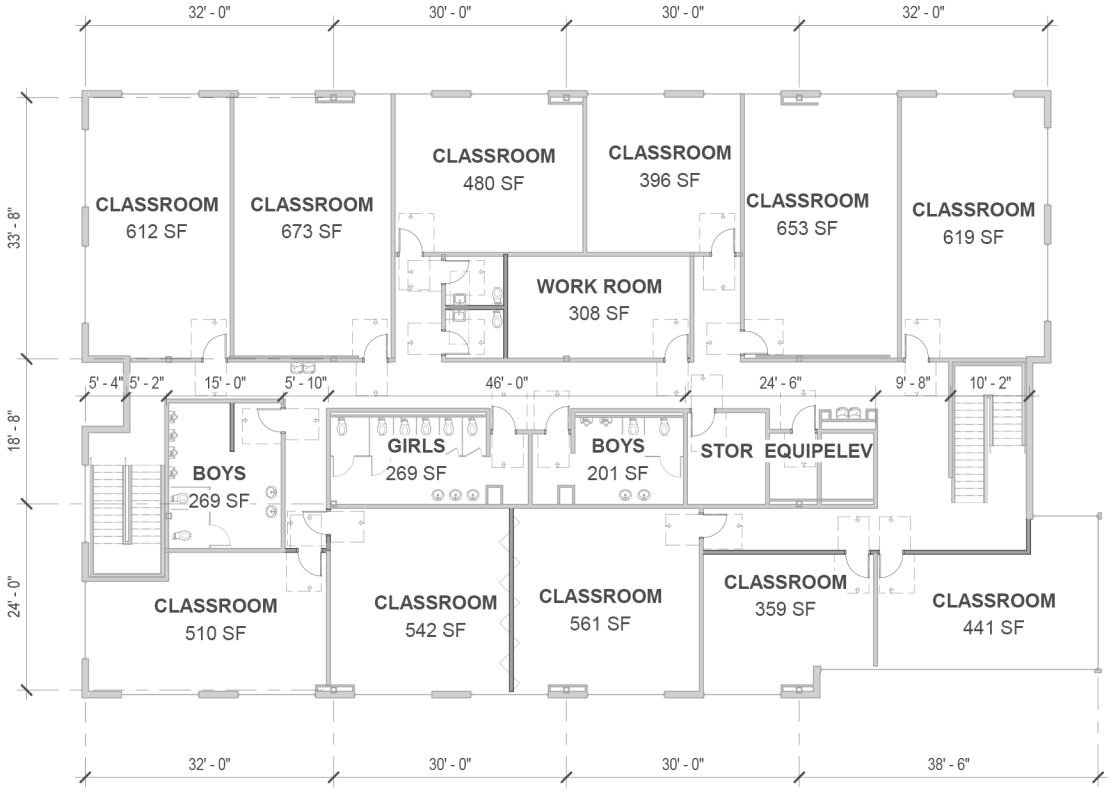
Sincerely,

Mollie Greene
Director Of Design
Mussman Architects, PA

BUILDING TO BE
RENOVATED
BRUTON SMITH BLVD RAMP TO I-85 N
COMMONS PARK CIR NW
WEDDINGTON RD
ORD MILLS BLVD
US INTERSTATE 85 S
I-85 N RAMP TO CONCORD MILLS BLVD
GATEWAY LN NW
BRUTON SMITH BLVD
FIREBALL ROBERTS RD NW
LYLES LN NW



SCHEMATIC FP_LEVEL 1



SCHEMATIC FP_LEVEL 2

NOTE: ALL DIMENSIONS ARE APPROXIMATE BASED ON INFORMATION PROVIDED BY THE OWNER. FIELD VERIFICATION IS REQUIRED.

Nonresidential

Mosaic Concord (CN-PSA-2024-00101)

30 Warren C. Coleman Blvd. N.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	14,732 sf pediatric therapy office	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
2,077	**2,077**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is for an approximately 14,000 sf pediatric therapy office. This building was the former Family Dollar and the applicant is proposing to renovate the building for a clinic, storage, and future staff training space. The parcel is zoned General Commercial (C-2).

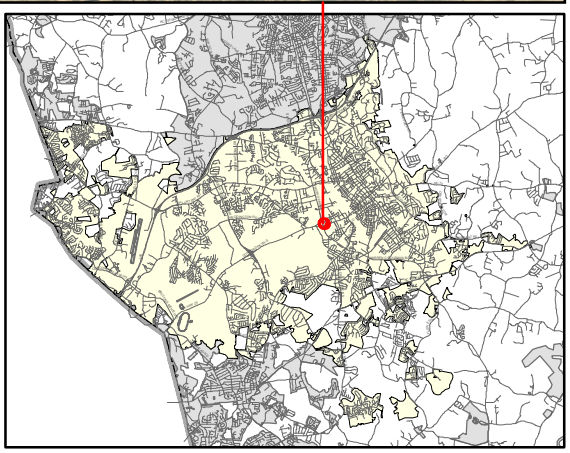
CN-PSA-2024-00101 - Mosaic Concord

Type: Nonresidential

14,732 sf building conversion to pediatric therapy

Allocation Request: 2,077

Developments
Parcels
Rivers
Concord
Cabarrus County



Concord
NORTH CAROLINA

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Mosaic Concord #3: Interior Renovation				
2.)	Description of project location:	30 Warren C Coleman Blvd. (Corner of Hwy 601 & Cabarrus Ave. W) (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	Cabarrus County Parcel Identification Number:	56201333330000	3a.)	Parcel Acreage:	2.3	
4.)	Site Zoning and use:	C-2	5.)	Area Commercial or Industrial Building (sq. ft.)	14,732	
6a.)	Description of Facility to be served.	Pediatric Therapy Clinic	6b.) Number of Lots	N/A	6c.) Number of Units	N/A
7d.)	Additional description information:	Former Family Dollar to be turned into Pediatric Therapy Clinic providing ABA Therapy services to children with Autism				

B. Applicant Information

David Peery, (Title) (Name of legal owner, board, council, and/or authorized official with title; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	6930 Indiana Ave. Suite 1 (Applicant's Street or Box Number)
BP Macarthur, LLC (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings, as applicable.)	Riverside, CA 92506 (Applicant's City, State, Zip Code)
951-756-4649 (Applicant's Phone Number)	N/A (Applicant's Facsimile Number)
Nick Schafer (Name) nicks@wgmdesign.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	dpeery@stevenwalker.com (Applicant's Email Address)
REQUIRED **Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.**	

C. Design Engineer Information if available

Matthew Spiva - Architect (Typed name of North Carolina Professional Engineer)	WGM Design, LLP (Company Name)
8597 (NCPE Registration Number)	2907 Providence Rd., Suite 304 (Street or Box Number)
704-248-3255 (Phone Number)	Charlotte, NC 28211 (City, State, Zip Code)
Nick Schafer - Associate (Name and affiliation of contact person, who can answer questions about **application & designs**)	matts@wgmdesign.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☑	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
	% Commercial
	% Industrial
100	% Other use (Specify) Business

3.) Pretreatment required:
- (●) No
- ( ) Yes (Specify or attach effluent documentation)

4.) **Volume of wastewater flow to be allocated for this particular project:** 2250 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: **The wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**
a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**
{**Flow rates NOT listed in table 15A NCAC 2T .0114** must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Business	25 gal/ Person	90	GPD 2250
Existing Credit	gal/		GPD 173
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 2077

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I David Peery (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/18/21

Documentation of Signature Authority

LIMITED LIABILITY COMPANY AGREEMENT
OF
BP MACARTHUR, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (together with the schedules attached hereto, this "**Agreement**") of BP MacArthur, LLC (the "**Company**"), is entered into by Do We Group, LLC, a California limited liability company, as the sole equity member (the "**Member**") and Steven Berzansky, Trustee of the Berzansky Family Trust Dated August 8, 2003 ("**Berzansky**") and David Peery, Trustee of the Peery Family Trust Dated August 8, 2003 ("**Peery**") and AB Covenant, Inc., a California corporation ("**AB Covenant**") as the Special Members (as defined on **Schedule "A"** attached hereto). Capitalized terms used and not otherwise defined herein have the meanings set forth on **Schedule "A"** attached hereto.

The Member, by execution of this Agreement, hereby forms the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "**Act**", and this Agreement, and the Member, Peery, Berzansky, and AB Covenant hereby agree as follows:

1. Name of Company. The name of the Company shall be BP MacArthur, LLC.

2. Officers. The Member may from time to time appoint and remove officers of the Company, including a chief executive officer, a president, a chief financial officer, and any other officers with such titles, powers and duties as shall be determined from time to time by the Member. The officers shall be appointed, and may be removed, from time to time by the Member, and each shall hold office until resignation or removal, or appointment of a successor.

3. Principal Business Office. The principal place of business of the Company shall be 7119 Indiana Avenue, Riverside, California 92504, or such other place as the Member shall determine.

4. Registered Office. The address of the registered office of the Company is c/o Paracorp, 15 E. North Street, Dover, Delaware 19901.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Paracorp, 15 E. North Street, Dover, Delaware 19901.

6. Member. The name and address of the Member is as follows:

Do We Group, LLC
7119 Indiana Avenue
Riverside, CA 92504

6.1 Action by Written Consent. Subject to Section 9, the Member may act by written consent.

6.2 Special Members. Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon (i) an assignment by the Member of all of its limited liability company interest in the company and the admission of the transferee pursuant to Sections 18 and 20, or (ii) the resignation of the member and the admission of an additional member of the Company pursuant to Sections 19 and 20), each person designated as a Special Member shall, without any action of any Person, and simultaneously with the member ceasing to be a member of the Company, automatically be admitted to the Company as a special member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer his or its rights as a Special member unless a successor Special Member has been admitted to the Company as a Special Member by executing a counterpart to the Agreement; provided, however, the special members shall automatically cease to be members of the Company upon the admission to the Company of a substitute member. Each Special member shall be a member of the Company, but shall have no interest in the profits, losses, capital or underlying assets of the Company and shall have no right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as a Special member, may not bind the Company. Except as required by any mandatory provision of the Act, each Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by or matter relating to, the Company including, without limitation, the merger, consolidation or conversion of the Company. The sole purpose of the special Members is to prevent the dissolution of the company upon the occurrence of any event that causes the member to cease to be a member of the Company. In order to implement the admission to the Company of each special Member, each person designated herein as a Special member shall execute a counterpart to this Agreement to evidence his or her agreement with the provision of this Section 6.2. Prior to its admission to the Company as Special member pursuant to this Section, each person designated herein as a Special member shall not be a member of the Company. The Special Members of the Company, by their signatures, hereby accept such appointment upon the terms described in this Section 6.

7. Certificates. Jessica Sierras is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements

thereof) necessary for the Company to qualify to do business in North Carolina and any jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

8. Purposes.

(a) The purpose of the Company is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property located at the northeast corner of US Highway 601 Bypass and Cabarrus Avenue, in the City of Concord, County of Cabarrus, State of North Carolina (the "**Property**"), (ii) obtain a loan (the "**First Mortgage Loan**") from BANKATLANTIC COMMERCIAL MORTGAGE CAPITAL, LLC (the "**Lender**") which First Mortgage Loan shall be secured by a first priority mortgage/deed of trust upon the Property (the "**Mortgage**"), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

(b) The Company, and the Member, on behalf of the Company, may enter into and perform the Basic Documents and all documents, agreements, certificates or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member or any other person, notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Member to enter into other agreements on behalf of the Company.

9. Powers. Subject to Section 10, the Company, and the Member on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 8, and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

10. Management.

(a) The business and affairs of the Company shall be managed by the Member.

(b) Limitations on the Company's Activities:

(i) This Section 10(b) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(ii) The Member shall not, without the prior written consent of the Lender, take any Material Action.

(iii) Notwithstanding any other provision of the Agreement to the contrary, so long as any Obligation is outstanding, the Company may not, without the prior written consent of the Lender, do any of the following:

(A) engage in any business or activity other than those set forth in Paragraph 8(a) of this Agreement; or

(B) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the ordinary course of business which is payable within thirty (30) days of when incurred, provided that the total outstanding amount of such trade debt does not exceed any maximum amount provided in the Mortgage at any one time.

(iv) Notwithstanding any other provision of this Agreement to the contrary, so long as any Obligation is outstanding, the Company may not do any of the following:

(A) to the fullest extent permitted by law, dissolve or liquidate, in whole or in part;

(B) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;

(C) amend or cause to be amended this Agreement with respect to changing the sole purpose of the Company or the separateness covenants contained in this Section 10; or

(D) take any action that might cause the Company to become insolvent.

(v) So long as the Mortgage is outstanding, without the prior written consent of the holder of the Mortgage and the consent of the Member, the Company may not amend, alter, change or repeal Sections 6, 8, 9, or 10 of this Agreement.

(vi) Notwithstanding any other provision of this Agreement to the contrary, the Company shall:

(A) maintain books and records separate from any other person or entity;

(B) maintain its bank accounts separate from any other person or entity;

(C) not commingle its funds and other assets with those of any other person or entity and hold all of its assets in its own name;

(D) except as otherwise permitted in the Mortgage, file its own tax returns;

(E) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person or entity;

(F) to the fullest extent permitted by law, not do any act which would make it impossible to carry out its ordinary business;

(G) conduct its own business in its own name;

(H) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;

(I) pay its own liabilities and expenses only out of its own funds;

(J) as appropriate for the organizational structure of the Company, observe all limited liability company and other organizational formalities;

(K) maintain an office through which its business will be conducted separate and apart from those of its affiliates and maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;

(L) pay the salaries of its own employees from its own funds;

(M) maintain a sufficient number of employees in light of its contemplated business operations;

(N) not guarantee or become obligated for the debts of any other entity or person;

(O) not hold out its credit as being available to satisfy the obligations of any other person or entity;

(P) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;

(Q) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);

(R) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

(S) use separate stationery and invoices bearing its own name;

(T) not pledge its assets for the benefit of any other person or entity;

(U) hold itself out as a separate entity;

(V) correct any known misunderstanding regarding its separate identity;

(W) not identify itself as a division or part of any other person or entity;

(X) maintain adequate capital in light of its contemplated business operations;

(Y) be and remain solvent and pay its debt from its assets as the same shall become due;

(Z) conduct and operate its business as presently conducted and operated;

(AA) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; and

(BB) not hold title to the Company's assets other than in the Company's name.

(CC) Failure of the Company, or the Member on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect

the status of the Company as a separate legal entity or the limited liability of the Member.

11. Non-Liability of Members and Manager. Except as otherwise specifically provided by the Act, as it may be amended from time to time, no Member or Manager of the Company shall be personally liable for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise solely be reason of being a member of manager of the Company.

12. Indemnification. Except in the event of gross negligence or willful misconduct, the Company may indemnify, defend and hold harmless any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of the Company to procure a judgment in its favor against such person) by reason of the fact that such person was or is a member, manager, officer or agent of the Company, against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceeding if that person's act or omission was performed or omitted in good faith and in a manner reasonably believed to be within the scope of the authority conferred on such person by this Agreement, and in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful; provided however, that as long as any Obligation is outstanding, no indemnity payment from the funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 12 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents. The Company shall have the power to purchase and maintain insurance on behalf of its member(s), manager(s), officers and/or agents against any liabilities as determined by the Manager.

13. Capital Contributions.

(a) The Member has contributed to the Company cash and other property of an agreed upon value as listed on Schedule B attached hereto. The Member may from time to time contribute such capital as it deems appropriate for the operations of Company.

(b) A Capital account shall be maintained in accordance with Internal Revenue Code ("Code") Section 704(b).

14. Income and Losses. All income and losses of the Company shall be allocated to the Member. All allocations of income and loss shall be made in a manner that complies with the Treasury Regulations under Section 704 of the Code.

15. Distributions of Cash and Other Property. Any distributions of cash or other property from the Company shall be made to the Member.

16. Books and Records. The Members shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Member.

The Member and its duly authorized representatives shall have the right to examine the Company books, records, and documents during normal business hours. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any , shall be an independent public accounting firm selected by the Member.

17. Other Business. The Member, the Special Members and any Affiliate of the Member or the Special Members may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others notwithstanding any provision to the contrary at law or in equity. The Company shall not have any right in or to such independent ventures or to the income or profits therefrom by virtue of this Agreement.

18. Assignments. Subject to the provisions of the Mortgage, the Member may assign in whole or in part its limited liability company interest in the Company. Subject to Section 20, if the Member transfers all of its limited liability company interest in the Company pursuant to this Section 18, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation in compliance with the Basic documents shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

19. Resignation. So long as any Obligation is outstanding, the Member may not resign, except as permitted under the Basic documents. If the Member is permitted to resign pursuant to this Section 19, an additional member of the Company shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, that, notwithstanding the foregoing, so long as any Obligation remains outstanding, no additional Member may be admitted to the Company pursuant to Sections 18, 19, or 20, unless the Company has received the prior written consent of the Lender.

21. Dissolution.

(a) Subject to Section 10, the Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 18 and 20, or (ii) the resignation of the Member and the admission of an additional member of the company pursuant to Sections 19 and 20), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or a Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member and the Special Member waives any right it might have to agree in writing to dissolve the company upon the Bankruptcy of the Member or a special Member, or the occurrence of an event that causes the Member or a special Member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been cancelled in the manner required by the Act.

22. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Member and the Special Members hereby irrevocably waives any right or power that such Person

might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 15 hereof. The interest of the Member in the Company is personal property.

23. Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the parties or any of them. No representation, statement condition or warranty not contained in this Agreement will be binding on the parties or have any force or effect whatsoever.

24. Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

25. Binding Agreement. Notwithstanding any other provision of this Agreement, the member agrees that this Agreement including, without limitation, Sections 9, 10, 19, 20, 21, 22, 23, 26, and 29 constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member by the Lender in accordance with its terms. In addition, the Lender shall be an intended beneficiary of this Agreement.

26. Amendments. Subject to Section 10, this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member. Notwithstanding anything to the contrary in this Agreement, sol long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended unless the Lender is satisfied except: (i) to cure any ambiguity or (ii(to convert or supplement any provision in a manner consistent with the intent of this Agreement and the other Basic Documents.

27 Governing Law. The laws of the State of Delaware shall govern this Agreement.

28. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested, or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile at the address specified on the signature page hereto.

30. Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Office of the Delaware Secretary of State on March 7, 2005.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the __ day of April, 2005.

MEMBER:

DO WE GROUP, LLC, a California limited liability company

By: AB Covenant, Inc., a California corporation

By:_____
Its: President

By:_____
Steven Berzansky, Trustee of the Berzansky Family Trust Dated August 8, 2003

SPECIAL MEMBERS:

AB Covenant, Inc., a California corporation

By:_____
Its: President

_____
Steven Berzansky, Trustee of the Berzansky Family Trust Dated August 8, 2003

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the __ day of April, 2005.

MEMBER:

DO WE GROUP, LLC, a California limited liability company

By: AB Covenant, Inc., a California corporation

By:_____
Its: President

By:_____
Steven Berzansky, Trustee of the Berzansky Family Trust Dated August 8, 2003

By:_____
David Peery, Trustee of the Peery Family Trust Dated August 8, 2003

SPECIAL MEMBERS:

AB Covenant, Inc., a California corporation

By:_____
Its: President

_____
Steven Berzansky, Trustee of the Berzansky Family Trust Dated August 8, 2003

_____
David Peery, Trustee of the Peery Family Trust Dated August 8, 2003

SCHEDULE "A"

DEFINITIONS

A. Definitions. When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"**Act**" has the meaning set forth in the Preamble to this Agreement.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"**Agreement**" means this Limited Liability company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"**Bankruptcy**" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such Persons' consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"**Basic Documents**" means this Agreement, the Mortgage and all documents and certificates contemplated thereby or delivered in connection therewith.

"**Certificate of Formation**" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on March 7, 2005, as amended or amended and restated from time to time.

"**Company**" means BP MacArthur, LLC, a Delaware limited liability company.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"**Lender**" means BANKATLANTIC COMMERCIAL MORTGAGE CAPITAL, LLC, and any successor thereto.

"**Material Action**" means to consolidate or merge the company with or into any Person, or sell all or substantially all of the assets of the Company, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action, engage in transactions with Affiliates, amend the organizational documents of the company (except as otherwise provided in this Agreement or as required by law).

"**Member**" means Do We Group, LLC, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the company; provided, however, the term "Member" shall not include the Special Members.

"**Obligations**" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with this Agreement, the Mortgage or any related document in effect as of any date of determination.

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"**Special Member**" means, upon such persons' admission to the Company as a member of the Company pursuant to Section 6.2, a person executing the Agreement as a Special Member, in such person's capacity as a member of the Company. A Special Member shall only have the rights and duties expressly set forth in t his Agreement.

B. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation". The terms

"herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. The section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All section, paragraph, clause, exhibit or schedule references not attributed to a particular document shall be references to such parts of this Agreement.

SCHEDULE "B"

CONTRIBUTED PROPERTY

wgmdesign.com

July 17, 2024

Concord City Council Members
City of Concord, NC
City Hall
35 Cabarrus Ave. W.
Concord, NC 28025

Reference: **Preliminary Wastewater Flow Application & Narrative**
Project Name: **Mosaic Pediatric Therapy: Concord Clinic #3**
30 Warren C. Coleman Blvd., Concord, NC

On behalf of the applicant, BP MacArthur LLC, and prospective tenant, Mosaic Pediatric Therapy, we are submitting this Preliminary Wastewater Flow Application for your review. Mosaic Pediatric Therapy is a leading provider of applied behavior analysis (ABA) therapy for individuals with autism spectrum disorder. Mosaic serves primarily children ranging between 3-18 years old. The Company's healthcare services are recognized as the most effective treatment available for individuals. ABA programs are individualized and target the development of a wide range of skills which in turn allows its patients to live more meaningful lives. Mosaic is already making a positive impact in Concord with two existing locations, and they are now seeking to open a third location in the heart of the city.

The building in question is located at 30 Warren C. Coleman Blvd. and formerly served as a Family Dollar. Mosaic intends to use approximately 9,000 SF of the 13,720 SF space as an ABA Therapy clinic, with the remaining +/- 4,000 SF slated for storage and potential future staff training space. A typical clinic is comprised of several rooms for one-on-one therapy sessions, a couple of natural environment teaching rooms for working on social skills, a large play area for developing motor skills, an art room, a breakroom, restrooms, and a staff workroom.

Based on Title 15A NCAC 2T, Mosaic falls under Business occupancy and would be calculated at 25 gallons/person, which puts Mosaic at approximately 2,250 GPD. Given that this is an existing building, there should have been some allocation already established for the previous tenant. With the approval of this request, Mosaic can continue their mission to provide children in the community with autism the services they need to thrive while also bringing new jobs into the city.

Thank you for your time and consideration. If there are any questions about this project, or if additional information is needed, please feel free to reach out to us at any time.

Sincerely,

Nicholas Schafer, Associate
WGM Design, LLP
Phone: (704) 248-3257 | Email: nicks@wgmdesign.com

2907 Providence Rd
Suite 304
Charlotte, NC 28211

MOSAIC CONCORD #3

30 WARREN C COLEMAN BLVD.
CONCORD, NC 28027

CLINIC: +/- 9,275 USF
STORAGE: +/- 4,445 USF

TEST FIT | 07/03/2024

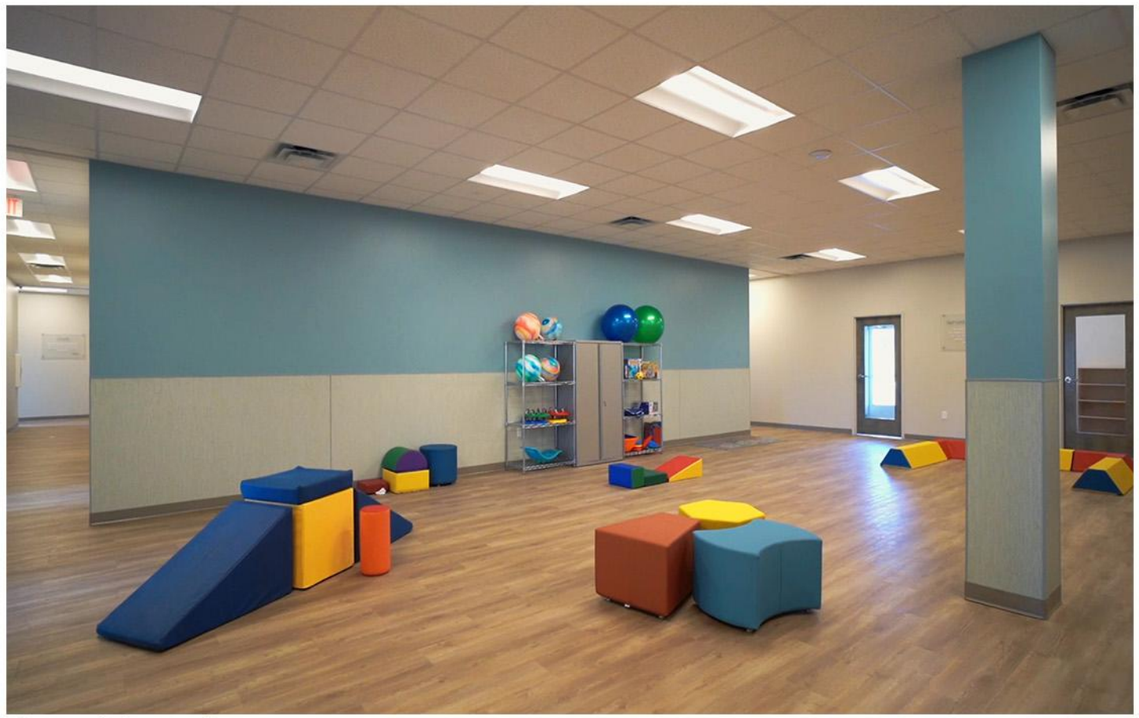
wgm DESIGN

Mosaic Pediatric Therapy

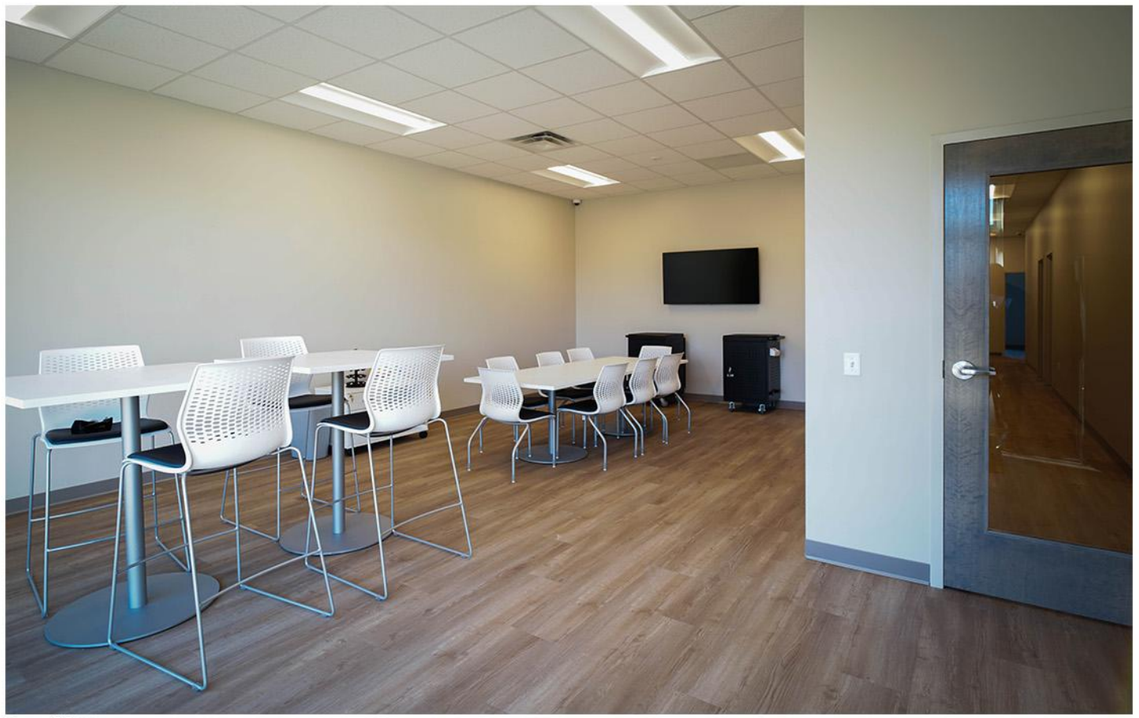
Images from Previous Mosaic Projects

Lobby

TX Room



Gross Motor Room



Staff Room

Nonresidential

Woodspring Suites (CN-PSA-2024-00102)

503 Dickens PL. NE.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	48,660 sf hotel with 122 rooms	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	Yes	Yes	Yes

Allocation Request

Total	2024
21,350	21,350

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

The applicant is proposing to construct a 122-room hotel. This parcel is zoned General Commercial (C-2).

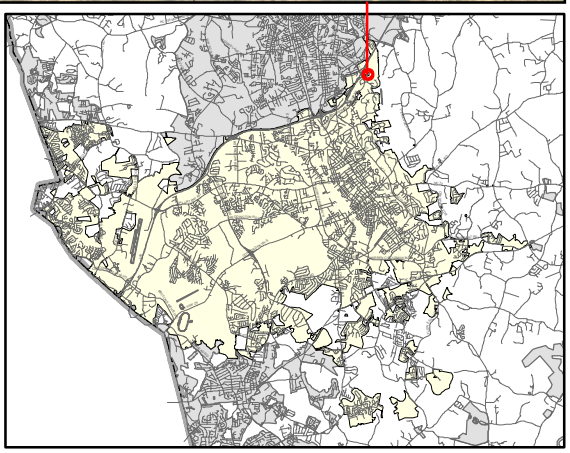
CN-PSA-2024-00102 - Woodspring Suites

Type: Nonresidential

48,660 sf hotel with 122 rooms

Allocation Request: 21,350

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Woodspring Suites					
2.)	Description of project location:	Dickens Place NE, 0.16 miles NE of Copperfield Blvd NE (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	5622-87-5801	3a.)	Parcel Acreage:	2.227		
4.)	Site Zoning and use:	C-2, Commercial	5.)	Area Commercial or Industrial Building (sq. ft.)	48,660		
6a.)	Description of Facility to be served.	Hotel	6b.) Number of Lots	1	6c.) Number of Units	122	
7d.)	Additional description information:	Hotel with 122 rooms with in-room kitchens					

B. Applicant Information

The Orange Group LLC , (Title) (Name of legal owner, board, council, and/or authorized official with title, as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	999 Ravenswood Road NE (Applicant's Street or Box Number)
Aakash Barodia (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings, as applicable.)	Concord, NC, 28025 (Applicant's City, State, Zip Code)
252-412-8800 (Applicant's Phone Number)	(Applicant's Facsimile Number)
Kate Underwood (Name) Kate@daylighteng.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	aakash@kaihotelgroup.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Kate Underwood, PhD, PE (Typed name of North Carolina Professional Engineer)	Daylight Engineering (Company Name)
033470 (NCPE Registration Number)	PO Box 1804 (Street or Box Number)
980-234-7500 (Phone Number)	Concord, NC, 28026 (City, State, Zip Code)
Kate Underwood (Name and affiliation of contact person, who can answer questions about application & designs)	kate@daylighteng.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☑	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
◉ No
○ Yes (Specify or attach effluent documentation)

4.) **Volume of wastewater flow to be allocated for this particular project:** 21,350 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in Title 15A NCAC 2T .0114
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with 15A NCAC 2T .0114
a) See 15A NCAC 2T.0114(b), (d), (e)(2) for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).
b) Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.
{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
hotel with in-room kitchens	175 gal/ room	122 rooms	GPD 21,350
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 21,350

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Aakash Barodia (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/18/24

THE ORANGE GROUP LLC

Dear Concord City Council,

My name is Aakash Barodia and I am the managing member of The Orange Group LLC. We are requesting the City Council to grant us sewer allocation for a 122-room hotel on the corner of Vinehaven and Dickens PL off of Exit 60 on I-85. We have owned this tract of land since 2017.

The members of our company are permanent residents of Concord. My father-in-law, Ghanshyam Patel, purchased his first motel in Concord in 1986 that we still own today. My wife was born and raised in Concord, starting at the original Cabarrus Academy on Union Street to graduating from Concord High. We moved back in 2016 and have since built a house and have 3 and 5 year old boys born at the same hospital as my wife.

Our family is truly born and raised locally and we have no plans of moving anywhere in the future.

The hospitality business is what we are and what we do. We have multiple properties in Virginia and South Carolina but we want to build close to home. We understand you are in a tough position with limited sewer to allocate, but if there is sewer available we strongly feel it should be allocated to our project.

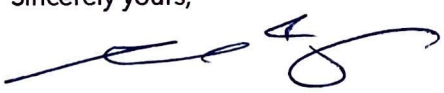
We will create 20+ full-time and part-time long term jobs to our area, hire local contractors during construction phases, and generate hundreds of thousands of dollars in tax revenue annually to Cabarrus County. We will go above and beyond to ensure our hotel is energy efficient and exceeds all standards. There will be pedestrian walkways on all sides of our building and it will aesthetically conform to existing structures in the area.

Our project will be beneficial to the City of Concord because there are no hotels that cater to the traveling nurses, young professionals, and short-term workers that need accommodations in the North Concord area. There is a high demand for this group of travelers and, although the majority of our business will be transient, we will have the facilities to cater to their short-term needs. There will be a ripple effect from all our guests that will flow to gas stations, restaurants, and attractions in the area and it starts with hotels like ours that give guests the comforts of home while being away.

Using current STR Report metrics specific to our local market we have further confirmed that our property is in high demand and will not affect similar properties in our area.

We hope this information will allow the Concord City Council to approve our wastewater flow application.

Sincerely yours,



Aakash Barodia

999 Ravenswood Rd NE, Concord, NC 28025 252-412-8800 aakash@kaihotelgroup.com

COPPERFIELD, INC.
635 – 23 & 8733 – 80
part of pin # 5622 88 3541
ZONE : C–2
MGT # 02 11 13
MGT # 07 02 08

BY GPS READING
6/29/2017
N: 627,897.49
E: 1,528,343.49
NC GRID – NAD(2011)
EX."MAG"NAIL

EX."MAG" NAIL

MH

N 4°47'11" E > 167.08'(T)

71.53'

n.i.p.

S 89°44'02" E > 299.79'

n.i.p.

S 2°30'52" E > 522.51'(T)

NEW IRONS

1'–6" CURB AND GUTTER (TYP.)

8' LANDSCAPE BUFFER

20FT LANDSCAPE BUFFER

216.00'

9.00'

18.00'

24.00'

26.00'

R5.00'

R7.00'

R30.00'

70FT STEM

L1

L2

10' MBS

8 FT LANDSCAPE BUFFER

UTILITY EASEMENT

2.227 Acres

LOT 6

180.00'

BUILDING
48,660 SQ. FT

MBK 87, PG. 08
REVISED PLAT
MBK 40, PG. 34
RECOMBINATION TRACT
PB 2 11 13

60' Public R/W

C27

C1

C2

C3

CP

SIGHT TRIANGLES
10'x70'
and 30'x30'

10' MBS & SW & UTIL. EASEMENT
REF. MBK 40, PG. 34

EX."MAG" NAIL

EXIST.CONC.MONU.

MH

SS

38.35'

R25.00'

R65.00'

R3.00'

202.87'

STORM EASEMENT

30' Permanent Storm
Drainage Easement
MBK 40, PG. 34

135.92'

e.i.r.,1/2"

107.39'

e.i.r.,1/2"

< N 85°17'51" W 96.49'

< N 89°44'06" W

243.31'(T)

EXIST. BROKEN CONC. MONU.

Vinehaven Dr. NE
60' R/W
public

LOT 5A

Rocon, LLC
5186 – 103
pin # 5622 87 4663
ZONE : C–2

COLDWATER COMMERCIAL SUBD. – PH III, LOT 5 MBK 43, PG. 66

LOT 5

North Copper Ridge Associates, LLC
6444 – 126
pin # 5622 87 7539
ZONE : C–2

N

0 20 40.0001 Feet

SITE DATA TABLE

PARCEL PIN: 5622–87–5801

ACREAGE: 2.23 ACRES

EXISTING ZONING: C–2
PROPOSED ZONING: C–2

MAX. BUILDING HEIGHT	48 FT.
SETBACKS:	30' MIN FRONT N/A MAX
MIN. LOT WIDTH	50 FT.
MIN. LOT DEPTH	100 FT.
MAX. IMPERVIOUS RATIO:	0.80

PROPOSED USE: HOTEL
ROOMS – 122

PARKING REQUIREMENT: 1 SPACE PER ROOM + 1 SPACE PER 800 SF OF PUBLIC MEETING AREA AND RESTAURANT SPACE

PARKING SPACES PROVIDED: 127

NOTE: WATER QUALITY AND DETENTION TO BE PROVIDED UNDERGROUND OR ON ADJACENT PROPRTY (TO BE DETERMINED)

NOTE: BUILDING HEIGHT MAY BE INCREASED BY ONE FOOT FOR EACH ONE FOOT OF ADDITIONAL BUILDING SETBACK UP TO A MAXIMUM HEIGHT OF 200 FEET.

REVISION	DATE	DESCRIPTION

WOODSPRING SUITES

SITE LAYOUT PLAN

503 DICKENS PLACE NE, CONCORD, NC 28025
THE ORANGE GROUP, 999 RAVENSWOOD RD NE, CONCORD, NC, 28025
PROJECT NO. 23064
PROJECT MANAGER: KWU

DAYLIGHT ENGINEERING
NCBELS LICENSE: P–2772
57 UNION STREET SOUTH, CONCORD, NC 28025 · (980) 234–7500 · WWW.DAYLIGHTENG.COM

ENGINEERS SEAL

PRELIMINARY
NOT FOR
CONSTRUCTION
10/16/2023

C200

COLOR SCHEDULE:

- A — COLOR: SW7012 "CREAMY" PPG
- B — COLOR: SW6120 "BELIEVABLE BUFF" PPG
- C — COLOR: SW7594 "CARRIAGE DOOR" PPG
- D — COLOR: SW7026 "GRIFFIN" PPG

NOTE TO DESIGNER:
DESERT SCHEME

COLOR SCHEDULE:

- A — COLOR: SW9166 "DRIFT OF MIST" PPG
- B — COLOR: SW7658 "GRAY CLOUDS" PPG
- C — COLOR: SW9152 "LET IT RAIN" PPG
- D — COLOR: SW7076 "CYBERSPACE" PPG

NOTE TO DESIGNER:
COASTAL SCHEME

COLOR SCHEDULE:

- A — COLOR: SW9109 "NATURAL LINEN" PPG
- B — COLOR: SW6201 "THUNDEROUS" PPG
- C — COLOR: SW7644 "GATEWAY GREY" PPG
- D — COLOR: SW7048 "URBANE BRONZE" PPG

NOTE TO DESIGNER:
FOREST SCHEME

COLOR SCHEDULE:

- A — COLOR: SW7004 "SNOWBOUND" PPG"
- B — COLOR: SW7569 "STUCCO" PPG
- C — COLOR: SW9168 "ELEPHANT EAR" PPG
- D — COLOR: SW7675 "SEALSKIN" PPG

NOTE TO DESIGNER:
NEUTRAL SCHEME IS USED AS A BASIS FOR DESIGN, MODIFY COLOR PER REGION

NOTES:

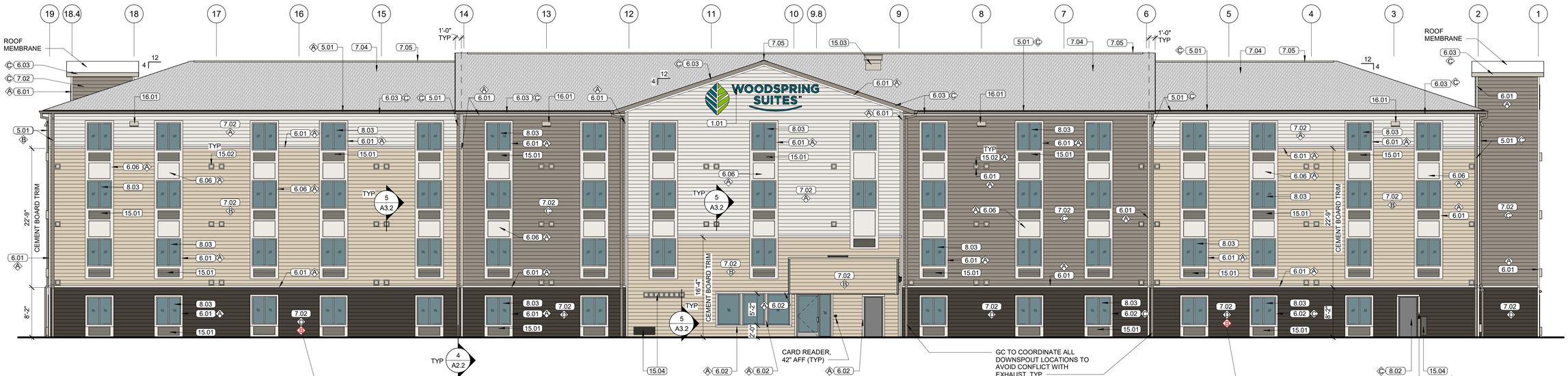
1. GC TO COORDINATE ELECTRICAL ROUGH IN WITH CONTRACTOR AND SIGN VENDOR PRIOR TO DRYWALL.
2. REFER TO SIGN PACKAGE FOR ALL BLOCKING AND MOUNTING DETAILS.
3. ALIGN EXHAUST VENTS BOTH VERTICAL AND HORIZONTAL.
4. EXTERIOR SIGNAGE: OWNER TO COORDINATE WITH SIGN VENDOR AND LOCAL JURISDICTION.
5. GUTTERS, DOWNSPOUTS, PARAPET CAP, AND FLASHING TO BE SELECTED FROM MANUFACTURER'S STANDARD COLORS TO MATCH AS SCHEDULED, SUBMIT FOR APPROVAL.
6. ALL COLOR TRANSITIONS OCCUR AT INSIDE CORNERS NOT OUTSIDE CORNERS.

GENERAL NOTE:
PROVIDE WEATHER BARRIER OVER ALL EXTERIOR SHEATHING PRIOR TO THE INSTALLATION OF ANY EXTERIOR FINISH MATERIAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE ALL MANUFACTURER'S ACCESSORIES TO FULLY FLASH AND COUNTER-FLASH AT ALL WINDOWS, DOORS, AND EXTERIOR PENETRATIONS. PROVIDE A WEATHER TIGHT BARRIER AT ALL SURFACES. COORDINATE FLASHING WITH WINDOW, DOOR, VENT, ETC. MANUFACTURER'S FOR A WEATHER TIGHT SEAL AT ALL OPENINGS.

KEYNOTE LEGEND

1.01	SIGNAGE BY OWNER; UNDER SEPARATE PERMIT, COORDINATE BLOCKING WITH SIGN MANUFACTURER
5.01	ALUMINUM GUTTERS AND DOWNSPOUTS
6.01	CEMENT BOARD TRIM: 5/4"x4"/ EIFS TRIM: 2-1/2"x4"
6.02	CEMENT BOARD TRIM AT STONE: 5/4"x4"
6.03	CEMENT BOARD TRIM FASCIA
6.06	CEMENT BOARD PANEL
7.02	7" EXPOSURE CEMENT BOARD LAP SIDING: SEE COLOR SCHEDULE
7.04	COMPOSITION SHINGLES
7.05	RIDGE VENT: REF SHEET A1.3 FOR DETAILS
8.02	HOLLOW METAL DOOR
8.03	SLIDING WINDOW, TYP.: SEE SPECS
15.01	THRU-WALL PTAC
15.02	MECHANICAL LOUVERS: REF MECH. DWGS. PAINT TO MATCH ADJACENT
15.03	ELEVATOR VENT THRU ROOF, REF 4/A1.3
15.04	MECHANICAL LOUVERS: REF MECH. DWGS. MILL ALUMINUM FINISH
16.01	LIGHT WALL PACK, MOUNT 35'-0" TO CENTER OF FIXTURE, REF ELEC. DWGS.

NOTE TO DESIGNER:
REVISE KEYNOTES PER PROJECT



2 REAR ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

NOTE: THIS SHEETS IS INTENDED TO BE PRINTED IN COLOR FOR CLARITY.

5/23/2023 4:25:59 PM

brr

Architect of Record:
BRR Architecture, Inc.

8131 METCALF AVE,
SUITE 300
OVERLAND PARK, KS 66204

www.brrarch.com

Tel: 913-262-9095
Fax: 913-262-9044

Consultants

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Issues & Revisions

NO.	DATE	DESCRIPTION

Project Name

WoodSpring Suites

Project Address

Address, City, ST ZIP

WOODSPRING SUITES
CHOICE HOTELS

Drawn By: Author
Checked By:

Document Date: MM/DD/YY
Protocycle: WSS_v5_2023.1 (05/05/23)
Bulletins Through: WSS_v2_808

Project No. XXXXXXXX

Professional Seal

NOT FOR CONSTRUCTION

Sheet Title

EXTERIOR ELEVATIONS

Sheet No.

A2.1

BRR Original printed on recycled paper

NOTE TO DESIGNER:
REVISE KEYNOTES PER PROJECT

KEYNOTE LEGEND

1.01	SIGNAGE BY OWNER; UNDER SEPARATE PERMIT, COORDINATE BLOCKING WITH SIGN MANUFACTURER
5.01	ALUMINUM GUTTERS AND DOWNSPOUTS
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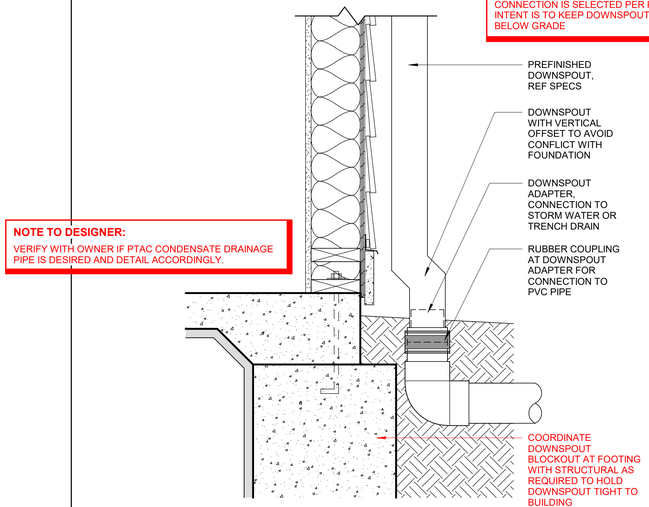
15.03	ELEVATOR VENT THRU ROOF, REF 4/A1.3
16.01	LIGHT WALL PACK, MOUNT 35'-0" TO CENTER OF FIXTURE, REF ELEC. DWGS.

NOTE TO DESIGNER:
VERIFY CONNECTION EITHER TO STORM WATER OR TRENCH DRAIN. LOCATION OF DOWNSPOUT ADAPTER MAY SHIFT UP OR DOWN DEPENDING ON WHICH CONNECTION IS SELECTED PER PROJECT. DESIGN INTENT IS TO KEEP DOWNSPOUT ADAPTER AT OR BELOW GRADE

NOTE TO DESIGNER:
VERIFY WITH OWNER IF PTAC CONDENSATE DRAINAGE PIPE IS DESIRED AND DETAIL ACCORDINGLY.



4 DOWNSPOUT CONNECTION
1 1/2" = 1'-0"

COLOR SCHEDULE:
- A COLOR: SW7012 "CREAMY" PPG
- B COLOR: SW6120 "BELIEVABLE BUFF" PPG
- C COLOR: SW7594 "CARRIAGE DOOR" PPG
- D COLOR: SW7026 "GRIFFIN" PPG

NOTE TO DESIGNER:
DESERT SCHEME

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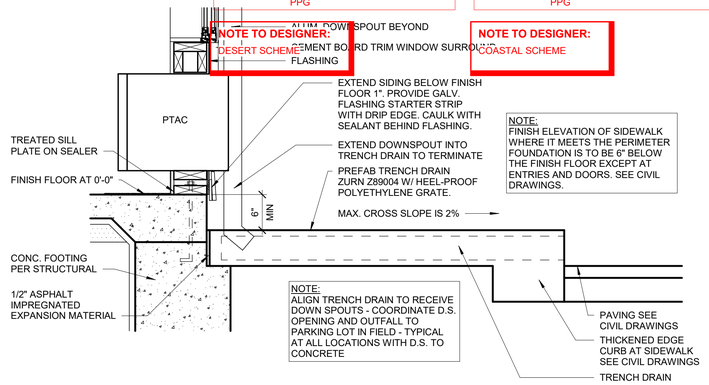
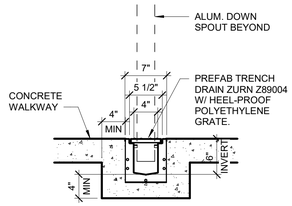
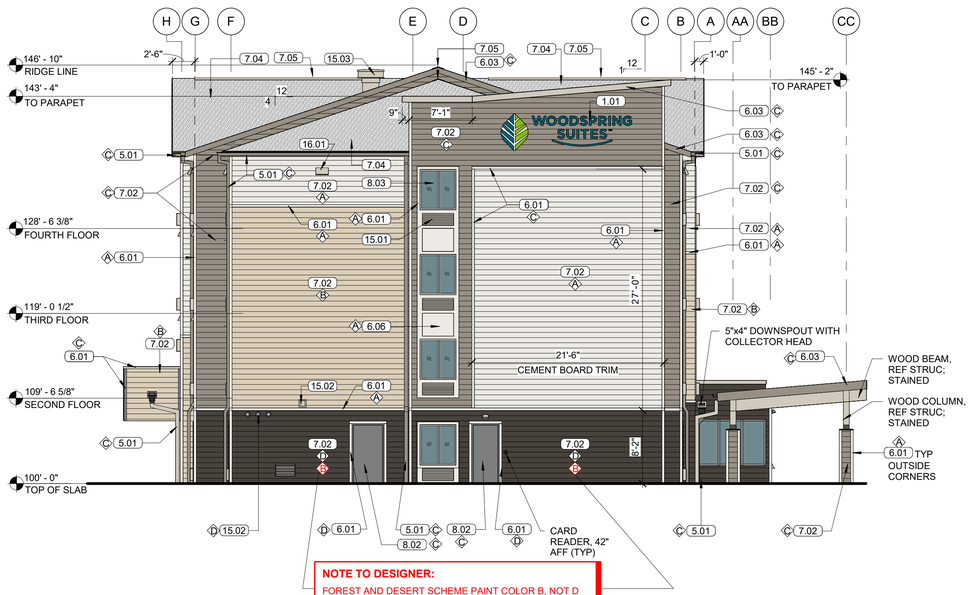


3A BUILDING SILL AT SIDEWALK
1" = 1'-0"



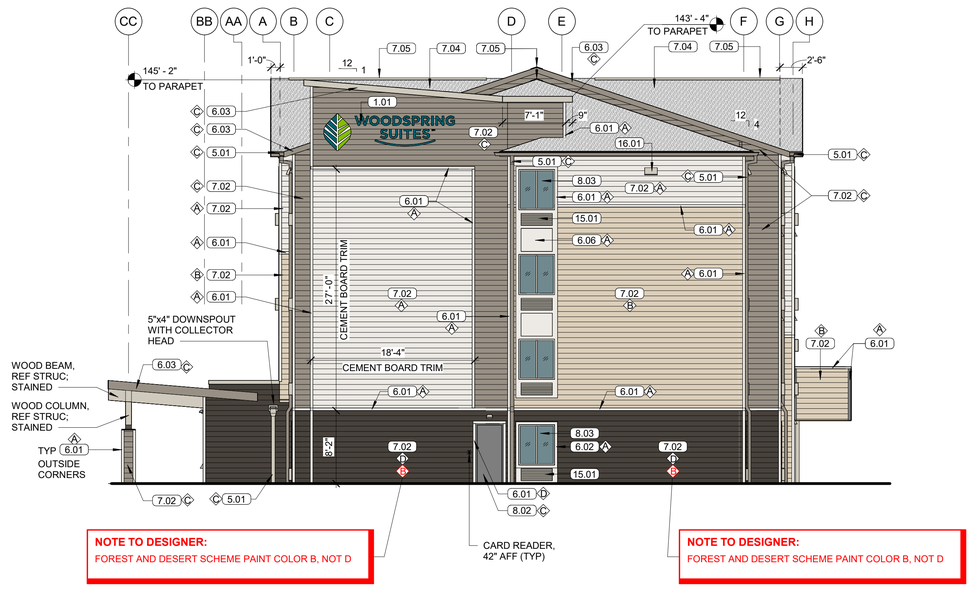
3 PREFAB TRENCH DRAIN SECTION
1" = 1'-0"

NOTE TO DESIGNER:
REMOVE DETAILS 3 AND 3A IF DOWNSPOUTS ARE TIED INTO THE STORM WATER SYSTEM



NOTE TO DESIGNER:
FOREST AND DESERT SCHEME PAINT COLOR B, NOT D

2 LEFT SIDE ELEVATION
1/8" = 1'-0"



NOTE TO DESIGNER:
FOREST AND DESERT SCHEME PAINT COLOR B, NOT D

NOTE TO DESIGNER:
FOREST AND DESERT SCHEME PAINT COLOR B, NOT D

1 RIGHT SIDE ELEVATION
1/8" = 1'-0"

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brr
Architect of Record:
BRR Architecture, Inc.

8131 METCALF AVE, SUITE 300 OVERLAND PARK, KS 66204

www.brrarch.com

Tel: 913-262-9095
Fax: 913-262-9044

Consultants

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Issues & Revisions

NO.	DATE	DESCRIPTION

Project Name
WoodSpring Suites

Project Address
Address, City, ST ZIP

Drawn By: Author
Checked By:

Document Date: MM/DD/YY
Protocycle: WSS_v5_2023.1 (05/05/23)
Bulletins Through: WSS_v2_B08

Project No.
XXXXXXXX

Professional Seal

NOT FOR CONSTRUCTION

Sheet Title
EXTERIOR ELEVATIONS

Sheet No.
A2.2

BRR Original printed on recycled paper

5/23/2023 4:26:06 PM

Nonresidential

Cooper Industrial Flex Space (CN-PSA-2024-00109)

4525 Fortune Ave. NW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	15,345 sf flex office and warehouse	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

Total	2024
825	**825**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is to construct a 15,345-sf industrial flex and warehouse space. The building is anticipated to be split into to three 5,115 f units. Cooper Industrial plans to occupy one space and lease the other two units. The parcel is zoned Light Industrial (I-1).

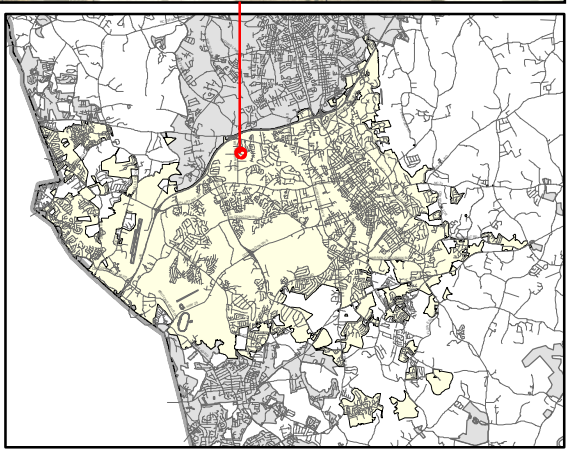
CN-PSA-2024-00109 - Cooper Industrial Flex Space

Type: Nonresidential

15,345 sf flex office and warehouse

Allocation Request: 825

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Cooper Industrial Flex Space					
2.)	**Description of project location:**	4525 Fortune Ave. Concord, NC 28027 Trade St. (west) - 233 LF, Fortune Ave. (south) - 335 LF. (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	**Cabarrus County Parcel Identification Number:**	5601746913	3a.)	**Parcel Acreage:**	2.06		
4.)	**Site Zoning and use:**	I-1	5.)	**Area Commercial or Industrial Building (sq. ft.)**	15,345		
6a.)	**Description of Facility to be served.**	Flex office and warehouse space	**6b.) Number of Lots**	1	**6c.) Number of Units**	3	
7d.)	**Additional description information:**	Please see attached file					

B. Applicant Information

Hardy Cooper - Southern Industrial Partners, Manager (Title)	1235 East Blvd. Suite E #112
(Name of legal owner, board, council, and/or authorized official with title: as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	(Applicant's Street or Box Number)
Charlotte/Mecklenburg	Charlotte, NC 28203
(Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	(Applicant's City, State, Zip Code)
980-266-8165	980-266-8165
(Applicant's Phone Number)	(Applicant's Facsimile Number)
Forrest Shaw - VP (Name) / Forrest@Cooperdevelop.com (Email)	Forrest@Cooperdevelop.com
(Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Nancy Elizabeth Warlick	CESI
(Typed name of North Carolina Professional Engineer)	(Company Name)
054662	PO Box 268
(NCPE Registration Number)	(Street or Box Number)
704-648-2684	Concord, NC 28026
(Phone Number)	(City, State, Zip Code)
Liz Warlick	lizwarlick@cesicgs.com
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☑	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:

◉ No

○ Yes **(Specify or attach effluent documentation)**

____

4.) **Volume of wastewater flow to be allocated for this particular project:** 825 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Warehouse - loading bay	100 gal/	3	GPD 300
Employee(s)	25 gal/	21	GPD 525
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 825

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Forrest Shaw _____, **the undersigned, do hereby make application for preliminary wastewater**

(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Signature: _____ Date: 7/22/2024

COOPER

CONTRACTING COMPANY, INC.

1235 EAST BLVD. SUITE E #112 CHARLOTTE, NORTH CAROLINA 28203

July 22nd, 2024

Dear City Council,

Southern Industrial Partners, a subsidiary company of Cooper, is currently under contract to purchase a 2.06 acre zoned I-1 at 4525 Fortune Avenue located in the International Business Park. The property has 233LF of road frontage on Trade Street to the West and 335LF of road frontage on Fortune Avenue to the South.

Our intention with the lot is to build an industrial flex space consisting of office and warehouse space. The building will be 15,345 SF subdivided into three 5,115 SF units. Each unit will have 1,000 SF of office space with two bathrooms, kitchenette, and 4,115 SF of warehouse space with a single rollup door in the rear of the building. Cooper will occupy one unit and lease the other two units. The front of the building will be facing Trade Street with a 27-space parking lot and a gated entrance to the rear of the building on Fortune Avenue. A detention pond for stormwater management will be located in the SE corner of the property by the rear access road. Please see the civil and landscaping plans submitted with the application for further details of the project.

In our experience there is limited inventory in the greater Charlotte area for larger flex spaces offering sufficient office and warehouse space with rear exterior storage for equipment and/or materials. After considering the comps in the area we plan to set the rent at $18 per SF totaling $92,070 a year or $7,672.50 a month per unit.

We greatly appreciate your consideration of our application and do not hesitate to reach out with any questions you may have regarding the project.

Thanks,

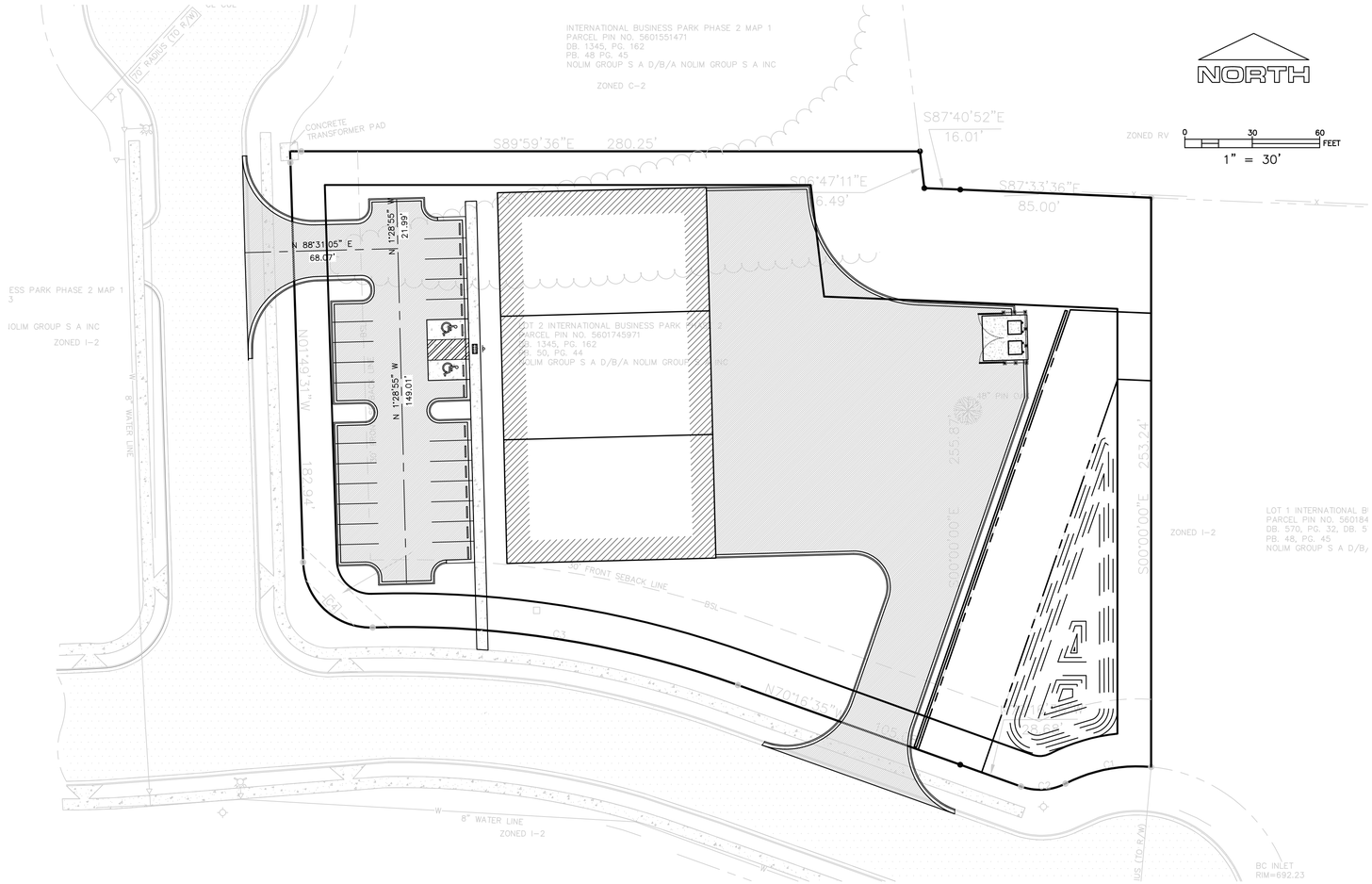
Forrest Shaw - Cooper

FORTUNE AVENUE

4525 FORTUNE AVENUE, CONCORD, NC 28025

SCHEMATIC PROJECT OVERVIEW

NTS



PROJECT INFORMATION AND CONTACTS

PROJECT INFORMATION

PARCEL PIN NUMBERS	5601-74-6913
PARCEL ACREAGE	2.06 AC
PARCEL ZONING	I-2
PROPOSED PARCEL USE	
WATERSHED/NPDES PHASE II	
WATER SYSTEM PROVIDER	
SEWER SYSTEM PROVIDER	
ELECTRICAL PROVIDER	
GAS PROVIDER	

CONTACT INFORMATION

PROJECT	FORTUNE AVENUE
PROJECT LOCATION	4525 FORTUNE AVE, CONCORD, NC 28025
CESI PROJECT NUMBER	240401.000
OWNER	FORTUNE AVENUE LLC
OWNER'S REPRESENTATIVE	
OWNER'S ADDRESS	
OWNER'S PHONE	
OWNER'S EMAIL	
PROJECT CONTRACTOR & CLIENT	
CONTRACTOR'S REPRESENTATIVE	
CONTRACTORS ADDRESS	
CONTRACTOR'S PHONE	
CONTRACTOR'S REP MOBILE	
CONTRACTOR REP EMAIL	
PROJECT ARCHITECT	
CONTACT	
CONTACT EMAILS	
PHONE	
CIVIL ENGINEER	CESI
CIVIL ENGINEER NC FIRM LICENSE	C-0263
ENGINEER	NANCY ELIZABETH WARLICK, PE
ENGINEER NC LICENSE	054662
CIVIL ENGINEER ADDRESS	P.O. BOX 268 CONCORD, NC 28026
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SHEET INDEX

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SILT FENCE	EXISTING IRON PIN
TEMP. DIVERSION DITCH	BOLLARD
BOUNDARY	SANITARY SEWER MANHOLE
RIGHT OF WAY	EXISTING DROP INLET
EASEMENT	EXISTING STORM DRAIN MANHOLE
PROPOSED CENTERLINE	EXISTING CLEAN OUT
PROPOSED CURB AND GUTTER	EXISTING FLARED END SECTION
PROPOSED MAJOR CONTOUR	EXISTING MAIL BOX
PROPOSED MINOR CONTOUR	EXISTING GAS METER
PROPOSED PAVEMENT	EXISTING GAS TEST STATION
PROPOSED STORM SEWER	EXISTING GAS VALVE
EXISTING MAJOR CONTOUR	EXISTING WATER VAULT
EXISTING MINOR CONTOUR	EXISTING WATER VALVE
EXISTING PAVEMENT	EXISTING HYDRANT
EXISTING WATERLINE	EXISTING TELEPHONE PEDESTAL
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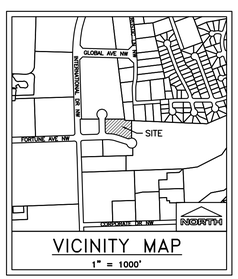
EXISTING UNDERGROUND TELEPHONE LINE	EXISTING TRANSFORMER
EXISTING UNDERGROUND POWER LINE	EXISTING ELECTRIC BOX
EXISTING GAS LINE	EXISTING LIGHT POLE
EXISTING SANITARY SEWER LINE	EXISTING ELECTRIC MANHOLE
EXISTING DRAINAGE LINE	EXISTING WATER METER
EXISTING TREE LINE	SIGN
	PROPOSED CATCH BASIN
	PROPOSED DROP INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	TRUNCATED DOME
	PROPOSED WATER METER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE



VICINITY MAP

NTS

DIRECTIONS TO SITE

WRITTEN DIRECTIONS FROM MAJOR ROADWAYS TO PROJECT SITE.

ADDRESS – FULL TWO LINE PROJECT ADDRESS

FULL SITE SUBMITTAL

TOTAL SITE AREA:	2.06 AC
TOTAL DISTURBED AREA:	2.12 AC
EXISTING SITE IMPERVIOUS AREA:	0
POST CONSTRUCTION IMPERVIOUS AREA:	1.09 AC
POST CONSTRUCTION IMPERVIOUS AREA %:	52.69%
PROPOSED BUILDING AREA:	0.35 AC

North Carolina One-Call Center
811
2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1-800-632-4949
IT'S FREE! IT'S THE LAW! CONTRACTOR SHALL CONTACT NC811 BEFORE ANY EXCAVATION. EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.
Call BEFORE you DIG!
"It's The Law"

REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

COVER SHEET

4525 FORTUNE AVE, CONCORD, NC 28025

COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING

PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

www.cesicgs.com
NCBELS CORP. NO. C-0263

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ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 054662 ENGINEER ELIZABETH WARLICK

7/19/2024

CVR

GENERAL NOTES

1. BENCHMARK LOCATIONS AND ELEVATIONS WILL BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
2. ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH **NCDEQ, CABARRUS COUNTY, CITY OF CONCORD, INTERNATIONAL BUSINESS PARK'S ARCHITECTURAL REVIEW COMMITTEE, AND NCDOT REQUIREMENTS.** WHEN SPECIFICATIONS ARE IN CONFLICT, THE STRICTER SPECIFICATION SHALL BE HELD.
3. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ONLY. ANY DAMAGE DONE TO EXISTING UTILITIES (SHOWN OR NOT SHOWN NOT THIS PLAN) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL SHOWN OR NOT SHOWN UTILITIES PRIOR TO CONSTRUCTION. TO INSURE PROPER LOCATION OF THE UTILITIES, THE CONTRACTOR SHALL CONTACT NC ONE CALL AT 1-800-632-4949, AT LEAST 48-HOURS PRIOR TO CONSTRUCTION. NON-SUBSCRIBERS SHALL BE CONTACTED DIRECTLY.
4. THE CONTRACTOR SHALL PROVIDE APPROPRIATE BARRICADES, WARNING LIGHTS, AND WARNING SIGNS TO ENSURE THE SAFETY OF THE PUBLIC AT ALL TIMES.
5. TOPOGRAPHIC SURVEY AND BOUNDARY PROVIDED BY **DONALDSON GARRET & ASSOCIATES, INC, SEALED BY JOHN M STORY, PLS LIC NO. 3840 ON 06/25/2007.**
6. THE ENGINEER HAS MADE NO EXAMINATION TO DETERMINE WHETHER ANY HAZARDOUS OR TOXIC MATERIALS ARE PRESENT OR CONTAINED IN, UNDER, OR ON THE SUBJECT PROPERTY OR ITS WATERS, OR IF ANY HAZARDOUS OR TOXIC MATERIALS HAVE CONTAMINATED THIS OR OTHER PROPERTIES OR ITS WATERS IN ANY WAY WHATSOEVER. NO SUBSURFACE EXAMINATION OF ANY TYPE HAS BEEN MADE BY THE ENGINEER
7. AND ACCORDINGLY, NO OPINION IS EXPRESSED OR INFERRED. FURTHER, NO OPINION IS RENDERED AS TO ANY VIOLATION OF AN ENVIRONMENTAL LAWS OR REGULATIONS, EITHER FEDERAL, STATE, OR LOCAL RELATED TO THE INFORMATION SHOWN ON THIS PLAN AND THE ENGINEER IS IN NO WAY LIABLE FOR ANY VIOLATION OF SUCH ENVIRONMENTAL LAWS SHOULD THEY EXIST.
8. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE TOWN/COUNTY, THE OWNER'S REPRESENTATIVE AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN/COUNTY, THE OWNER'S REPRESENTATIVE OR THE ENGINEER.
9. CONTRACTOR SHALL VERIFY PROPERTY LINES, BUILDING DIMENSIONS, AND ALL OTHER SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY SIGNIFICANT VARIATIONS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
10. CESI HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS AND DESIGNS IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING EXPRESSED WRITTEN PERMISSION FROM CESI.
11. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS ON THE JOB AND CESI SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS FROM THE DIMENSIONS, CONDITIONS, AND SPECIFICATIONS SHOWN BY THESE DRAWINGS.

EARTHWORK NOTES

1. GENERAL: EARTHWORK SHALL INCLUDE THE LOOSENING AND REMOVAL, TRANSPORTING, STORAGE, BACKFILLING, GRADING AND ALL HANDLING OF NATURAL SOIL, DEPOSITED SOILS, OR ROCK FOR CONSTRUCTION OF ALL WORK UNDER THIS CONTRACT.
2. STRIPPING AND STOCKPILING OF TOPSOIL: STRIP ALL TOPSOIL TO ITS ENTIRE DEPTH IN THE AREAS TO BE GRADED AND PILE IN APPROVED OR DESIGNATED AREAS BEFORE ANY GRADING OR FILLING IS BEGUN. SOIL SHALL BE FREE FROM CLAY, LARGE STONES AND DEBRIS. THIS TOPSOIL SHALL BE USED FOR FINAL FINISH GRADING.
3. EXCAVATION FOR STRUCTURES: CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF PLUS OR MINUS 0.10'.
4. REMOVAL OF UNSATISFACTORY SOIL MATERIALS: EXCAVATE EXISTING FILL MATERIAL AND UNSATISFACTORY NATURAL SOIL MATERIALS ENCOUNTERED THAT EXTEND BELOW REQUIRED ELEVATIONS TO DEPTH DIRECTED BY THE SOILS ENGINEER. LATERAL DIMENSIONS, DEPTH AND VOLUME SHALL BE DETERMINED BY SOILS ENGINEER. PAYMENT SHALL NOT BE MADE FOR MATERIALS REMOVED IF THE SOILS ENGINEER IS NOT PRESENT AT THE TIME OF REMOVAL.
5. ROCK EXCAVATION: WHERE EXPLOSIVES ARE USED, WORK SHALL BE DONE BY EXPERIENCED POWDERMEN USING SMALL CHARGES IN STRICT ACCORDANCE WITH ALL REGULATIONS GOVERNING THIS WORK. BLASTING WILL NOT BE PERMITTED WITHOUT SPECIAL AUTHORIZATION OF THE OWNER, THE ENGINEER, AND LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO ANY PERSONS, PROPERTY, OR STRUCTURES AS A RESULT OF HIS BLASTING OPERATIONS. PAYMENT WILL BE MADE FOR ROCK EXCAVATION IN AN AMOUNT PER CUBIC YARD INDICATED ON THE BID FORM.
6. PROOFROLLING: FOLLOWING THE STRIPPING AND NECESSARY UNDERCUTTING, THE EXPOSED SUBGRADE SHALL BE PROOFROLLED UNDER THE OBSERVATION OF THE SOILS ENGINEER BEFORE NEW FILL IS PLACED OR AFTER CUTS ARE MADE TO EVALUATE THE SUBGRADE STABILITY. THE PROOFROLLING EVALUATION SHALL BE PERFORMED USING A HEAVILY LOADED DUMP TRUCK OR SIMILAR PNEUMATIC-TIRED VEHICLE WITH A MINIMUM LOADED WEIGHT OF 25 TONS. THE SOILS ENGINEER WILL PROVIDE RECOMMENDATIONS FOR TREATMENT IF UNSTABLE SOILS ARE OBSERVED DURING THE PROOFROLLING OPERATIONS.
7. SUBGRADE MAINTENANCE: WATER FROM STORM RUNOFF SHALL BE CONTROLLED DURING EARTHWORK AND CONSTRUCTION ACTIVITIES BY INTERCEPTING AND DRAINING THE RUNOFF AWAY FROM THE SITE TO PREVENT WATER FROM PONDING ON OR SATURATING THE SOILS WITHIN THE EXCAVATIONS OR ON FINAL GRADES.
8. FILL MATERIAL: THE GENERAL CONTRACTOR SHALL FURNISH ALL FILL REQUIRED TO BRING THE GRADES TO LEVEL AS SHOWN ON THE DRAWINGS. FILL MATERIAL SHALL BE COMPACTED BY AN APPROVED METHOD TO THE REQUIREMENTS LISTED IN NOTE 6. IN NO CASE SHALL FILL CONTAIN TRASH, DEMOLITION DEBRIS, OVERSIZED MATERIAL (>3"), OR ORGANIC MATERIAL OF ANY KIND. IN ADDITION, HIGH PLASTICITY SILT AND CLAY (PLASTICITY INDEX>30) SHALL ONLY BE USED AS COMMON FILL. NO FILL SHALL BE PLACED UNTIL THE SOIL HAS BEEN CHECKED BY A LABORATORY AND APPROVED BY THE SOILS ENGINEER. THE MOISTURE IN THE SOIL SHALL NOT VARY MORE THAN 3% ABOVE OR 3% BELOW THE OPTIMUM WHEN IT IS BEING INSTALLED IN THE FILL.
9. INSTALLATION OF FILL: ALL FILL SHALL BE FORMED OF APPROVED MATERIAL PLACED IN SUCCESSIVE LAYERS OF NOT MORE THAN 8" IN DEPTH. EACH SUCCESSIVE LAYER SHALL BE THOROUGHLY COMPACTED WITH APPROVED MECHANICAL TAMPERS TO THE REQUIRED DENSITY AND TESTED AND APPROVED BY THE SOILS ENGINEER PRIOR TO PLACEMENT OF THE NEXT LAYER. ALL FILL SHALL BE AT OPTIMUM MOISTURE CONTENT WHEN COMPACTED AS FOLLOWS IN ACCORDANCE WITH ASTM D698:

STRUCTURE	TOP 12"	100%
REMAINDER		95%
COMMON	ALL DEPTH	92%
DRIVES &	TOP 24"	98%
PARKING	REMAINDER	95%

THE OWNER SHALL FURNISH AND PAY FOR ALL FILL TESTING.

ROCK DEFINITION

WE SUGGEST THAT "ROCK" BE DEFINED AS THE FOLLOWING:
A. GENERAL EXCAVATION:
ANY MATERIAL WHICH CANNOT BE EXCAVATED WITH A SINGLE-TOOTH RIPPER DRAWN BY A CRAWLER TRACTOR HAVING A DRAW BAR PULL RATED AS NOT LESS THAN 65,000 POUNDS (CATERPILLAR D8K OR EQUIVALENT) OR EXCAVATED BY A FRONT-END LOADER WITH A MINIMUM BUCKET BREAKOUT FORCE OF 30,000 POUNDS (CATERPILLAR 973 OR EQUIVALENT).
B. TRENCH EXCAVATION:
ANY MATERIAL WHICH CANNOT BE EXCAVATED WITH A BACKHOE HAVING A BUCKET CURLING FORCE RATED AT NOT LESS THAN 42,000 POUNDS (CATERPILLAR 325BL OR EQUIVALENT).
NOTE:
IF THE CONTRACTOR ELECTS TO USE EQUIPMENT WITH POWER RATINGS THAT EXCEED THE MINIMUM POWER RATINGS DESCRIBED IN THE SPECIFICATION, THEN ROCK WILL BE DEFINED BASED ON THE ACTUAL EQUIPMENT USED.

GRADING NOTES

1. THE UTILITIES AND THE LOCATIONS THEREOF, SHOWN ON THE PLANS, REPRESENT THE DESIGNER'S UNDERSTANDING OF EXISTING UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND EXISTENCE OF ALL UTILITIES (ELECTRICAL, MECHANICAL, GAS, WATER, TELEPHONE, ETC.) WITHIN THE CONSTRUCTION AREA WITH THE OWNER AND/OR THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING ANY EXCAVATION. THE OMISSION OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NON-EXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. CONTACT N.C. ONE-CALL CENTER @ (800-632-4949).
2. CONTRACTOR SHALL PROVIDE ALL EROSION CONTROL MEASURES AS REQUIRED BY LOCAL AND STATE REGULATIONS. ALL MEASURES SHALL BE IN PLACE PRIOR TO STARTING ANY GRADING.
3. ALL CONSTRUCTION AND CONSTRUCTION MATERIALS SHALL CONFORM TO LOCAL CITY/COUNTY LAND DEVELOPMENT STANDARDS.
4. ANY UNSUITABLE MATERIALS ARE TO BE QUALIFIED BY A GEOTECHNICAL ENGINEER PRIOR TO REMOVAL. CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S REPRESENTATIVE IF UNSUITABLE MATERIAL IS UNCOVERED.
5. ANY EXCESS SOIL TO BE WASTED ON-SITE SHALL BE PLACED IN AREA DESIGNATED BY OWNER. WASTE AREAS SHALL BE UTILIZED TO ENSURE EROSION CONTROL OF SLOPED AREAS. TOPSOIL SHALL BE STRIPPED AND STOCKPILED IN AREA DESIGNATED BY OWNER.
6. CONTRACTOR SHALL COORDINATE WITH GEOTECHNICAL ENGINEER IF SUBSURFACE DRAINAGE SYSTEMS ARE INSTALLED.
7. SLOPES SHALL BE GRADED NO STEEPER THAN 2:1 UNLESS OTHERWISE NOTED ON THE PLANS. IF DESIGN CALLS FOR SLOPE GREATER THAN 2:1 AND IS GREATER THAN TEN (10) FEET IN HEIGHT, SLOPE MUST BE MATTED OR BENCHED. FILL SLOPES GREATER THAN 10' REQUIRE ADEQUATE TERRACING.
8. GRADING MORE THAN ONE (1) ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF THE CITY/COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO FINES.
9. ANY GRADING BEYOND THE LIMITS OF DISTURBANCE SHOWN IS A VIOLATION OF THE CITY/COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO FINES.
10. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION SHALL BE OBTAINED FROM THE AFFECTED PROPERTY OWNER(S).
11. ANY LAND DISTURBING ACTIVITY GREATER THAN FIVE (5) ACRES REQUIRES COMPLIANCE WITH ALL CONDITIONS OF THE GENERAL PERMIT TO DISCHARGE STORM WATER UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (PERMIT NO. NCG010000). ANY PERMIT NON-COMPLIANCE IS A VIOLATION OF THE CLEAN WATER ACT AND MAY REQUIRE ENFORCEMENT ACTION BY THE N.C. DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES.
12. ON-SITE BURIAL PITS REQUIRE AN ON-SITE DEMOLITION LANDFILL PERMIT FROM THE ZONING ADMINISTRATOR.
13. NO BURNING IS ALLOWED.
14. A GRADING PLAN SHALL BE SUBMITTED FOR ANY LOT GRADING EXCEEDING ONE (1) ACRE THAT WAS NOT PREVIOUSLY APPROVED.

UTILITY NOTES:

1. ALL MATERIALS, EQUIPMENT, LABOR, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE **CITY OF CONCORD** NC POLICIES AND STANDARD SPECIFICATIONS, AND THE NORTH CAROLINA ADMINISTRATIVE CODE FOR WASTEWATER COLLECTION AND WATER DISTRIBUTION SYSTEMS. IN THE EVENT OF CONFLICT BETWEEN THE APPLICABLE STANDARD SPECIFICATIONS THE MORE RESTRICTIVE REQUIREMENTS SHALL APPLY.
2. REVIEW AND APPROVAL OF THE PLANS DOES NOT RELIEVE THE OWNER, CONTRACTOR, OR DEVELOPER FROM MEETING THE REQUIREMENTS OF THE **CITY OF CONCORD** NC ORDINANCES, POLICIES, AND STANDARD SPECIFICATIONS, (AS APPLICABLE) AND ANY OTHER LOCAL, STATE, AND FEDERAL REGULATIONS & APPROVALS.
3. THE CONTRACTOR MUST CONTACT THE **CITY OF CONCORD** AT LEAST 24-HOURS PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITY.
4. THE EXISTING WATER MAIN VALVE RIMS AND STEMS AND THE EXISTING SEWER MAIN MANHOLE RIMS ARE TO BE RAISED OR LOWERED TO FINAL GRADE, AS APPLICABLE, AND AT LEAST 3-FT OF GROUND COVER IS TO BE MAINTAINED OVER THE EXISTING UTILITIES AT ALL TIMES.
5. A MINIMUM OF TEN-HORIZONTAL FEET OF SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER LINES AND WASTEWATER LINES.
6. WATERMAINS SHALL MAINTAIN A MINIMUM FIVE-HORIZONTAL FEET OF SEPARATION FROM ANY TYPES OF MAINTENANCE OBSTRUCTION, INCLUDING BUT NOT LIMITED TO ANY OTHER UTILITY PROVIDER'S LINES OR EQUIPMENT. IF AN EXCEPTION IS GRANTED A MINIMUM OF ONE-VERTICAL FOOT OF SEPARATION MUST BE MAINTAINED BETWEEN THE CITY'S PUBLIC MAINS AND THE MAINTENANCE OBSTRUCTION AND THE CITY'S PUBLIC MAINS WITH ASSOCIATED APPURTENANCES SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR AN APPROVED FERROUS MATERIAL WITH JOINTS THAT ARE EQUIVALENT TO POTABLE WATER MAIN STANDARDS FOR A DISTANCE OF TEN FEET ON EITHER SIDE OF THE POINT OF CROSSING.
7. IF A WATER LINE CROSSES UNDER A SEWER LINE, REGARDLESS OF DEPTH, THEN BOTH THE WATER LINE AND THE SEWER LINE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR AN APPROVED FERROUS MATERIAL WITH JOINTS THAT ARE EQUIVALENT TO POTABLE WATER MAIN STANDARDS FOR A DISTANCE OF TEN FEET ON EITHER SIDE OF THE POINT OF CROSSING.
8. THE DEVELOPER SHALL APPLY FOR WATER AND SEWER SERVICE AND PAY APPLICABLE TAP FEES. FINAL DETERMINATION OF LOCATION OF SERVICE IS AT THE DISCRETION OF THE **CITY OF CONCORD**.

SEEDING SPECIFICATION

3:1 OR FLATTER SLOPES (TEMPORARY AND PERMANENT SEEDING)

1. APPLY AGRICULTURAL LIME AT A RATE OF 3 TONS PER ACRE
2. APPLY 10-10-10 COMMERCIAL FERTILIZER AT A RATE OF 20 LBS/ 1000 SQ. FT.
3. SEE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE AND APPLICATION RATES:

DATES	TYPE	PLANTING RATE
AUGUST 15 - NOVEMBER	TALL FESCUE	300 LBS/ACRE
NOVEMBER 1 - MARCH 1	TALL FESCUE	300 LBS/ACRE
	ABRUZZI RYE	25 LBS/ACRE
MARCH 1 - APRIL 15	TALL FESCUE	300 LBS/ACRE
APRIL 15 - JULY 30	MULLED COMMON BERMUDA GRASS	30 LBS/ACRE
JULY 30 - AUGUST 15	TALL FESCUE	300 LBS/ACRE
	BROWN TOP MILLET	30 LBS/ACRE

4. MULCH WITH STRAW APPLIED AT A RATE OF 75-100 LBS/1000 SQ. FT. TACK WITH ASPHALT EMULSION AT A RATE OF 400 GALLONS PER ACRE.
5. INCREASE MULCH FROM JANUARY TO MARCH TO 100-125 LBS/ACRE.
6. OVER SEED ALL APPLICATION SEPTEMBER 1, WITH TALL FESCUE AT THE RATE OF 150 LBS/ACRE UNTIL STAND OF GRASS IS ESTABLISHED

SLOPES GREATER THAN 3:1

1. APPLY AGRICULTURAL LIME AT A RATE OF 3 TONS PER ACRE
2. APPLY 10-10-10 COMMERCIAL FERTILIZER AT A RATE OF 20 LBS/ 1000 SQ. FT.
3. SEE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE AND APPLICATION RATES:

DATES	TYPE	PLANTING RATES
MARCH - JUNE 1	SWITCH GRASS	150 LBS/ACRE
MARCH - APRIL	ADD TALL FESCUE	150 LBS/ACRE
JUNE - SEPTEMBER 1	TALL FESCUE	150 LBS/ACRE
	BROWN TOP MILLET	30 LBS/ACRE
SEPTEMBER - MARCH1	SWITCH GRASS	150 LBS/ACRE
	TALL FESCUE	150 LBS/ACRE
	BROWN TOP MILLET	30 LBS/ACRE

4. MULCH WITH STRAW APPLIED AT A RATE OF 75-100 LBS/1000 SQ. FT. TACK WITH ASPHALT EMULSION AT A RATE OF 400 GALLONS PER ACRE. PROVIDE MATTING AS NOTED FOR SLOPE IN EXCESS OF 2:1 OR SLOPES NOTED AS RECEIVING MATTING. MATTING TO BE INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND DETAILS PROVIDED
5. INCREASE MULCH FROM JANUARY TO MARCH TO 100-125 LBS/ACRE.
6. OVER SEED ALL APPLICATION SEPTEMBER 1, WITH TALL FESCUE AT THE RATE OF 150 LBS/ACRE UNTIL STAND OF GRASS IS ESTABLISHED
7. SEEDING RATES AND PROCEDURES SHALL BE ADJUSTED FOR THE LOCALITY, AND APPROVED BY THE ENGINEER OF RECORD.
8. CONTRACTOR SHALL PROVIDE A SMOOTH GRASSED SURFACE FREE OF SURFACE IRREGULARITIES, RIDGES, FURROWS, HOLES AND DIPS.

SELF INSPECTION
PERSONS CONDUCTING LAND-DISTURBING ACTIVITIES LARGER THAN ONE ACRE MUST INSPECT THEIR PROJECT AFTER EACH PHASE OF THE PROJECT, AND DOCUMENT THE INSPECTION IN WRITING. THE FINANCIALLY RESPONSIBLE PARTY, LANDOWNER OR THEIR AGENT MAY CONDUCT THE INSPECTION. ALL OF THE EROSION AND SEDIMENTATION CONTROL MEASURES, INCLUDING SEDIMENTATION CONTROL BASINS, SEDIMENTATION TRAPS, SEDIMENTATION PONDS, ROCK DAMS, TEMPORARY DIVERSIONS, TEMPORARY SLOPE DRAINS, ROCK CHECK DAMS, SEDIMENT FENCE OR BARRIERS, ALL FORMS OF INLET PROTECTION, STORM DRAINAGE FACILITIES, ENERGY DISSIPATERS, AND STABILIZATION METHODS OF OPEN CHANNELS MUST BE INSPECTED. ALL SEDIMENT TRAPS AND BASIN MUST BE PHYSICALLY FIELD MEASURED EITHER WITH A TAPE MEASURE OR SURVEYED. THE RELATIVE ELEVATION OR DEPTH OF THE POND MUST ALSO BE RECORDED. UNLIKE THE NPDES SELF-MONITORING REPORT, THE SELF-INSPECTION REPORT FOR LAND-DISTURBING ACTIVITY DOES NOT HAVE TO BE WEEKLY. RATHER, THIS REPORT IS COMPLETED AFTER EACH PHASE OF THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS COMPLETE. NOT EVERY PROJECT WILL HAVE ALL THE POSSIBLE PHASES, BUT THE LIST OF PHASES INCLUDES THE FOLLOWING:

INSTALLATION OF PERIMETER EROSION AND SEDIMENT CONTROL MEASURES;
CLEARING AND GRUBBING OF EXISTING GROUND COVER;
COMPLETION OF ANY PHASE OF GRADING OF SLOPES OR FILLS;
INSTALLATION OF STORM DRAINAGE FACILITIES;
COMPLETION OF CONSTRUCTION OR DEVELOPMENT;
ESTABLISHMENT OF PERMANENT GROUND COVER SUFFICIENT TO RESTRAIN EROSION.

THE RECORDS MUST BE MADE AVAILABLE TO THE EROSION CONTROL INSPECTOR AT THE SITE. ANY DOCUMENTATION OF INSPECTIONS THAT OCCUR ON A COPY OF THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN SHALL OCCUR ON A SINGLE COPY OF THE PLAN AND THAT PLAN SHALL BE MADE AVAILABLE ON THE SITE. ANY INSPECTION REPORTS SHALL ALSO BE MADE AVAILABLE ON THE SITE.

SELF MONITORING
RAIN GAUGE REQUIRED ON SITE
DEDICATED DEMOLITION, WASTE STOCKPILES, SOIL STOCKPILES LOCATED 50 FEET FROM STORM DRAINS OR STREAMS UNLESS NO ALTERNATIVE IS FEASIBLE
INSPECTION OF ALL e&sC MEASURES AT LEAST ONCE PER WEEK AND WITHIN 24 HOURS AFTER STORM EVENTS GREATER THAN A HALF INCH OF RAIN (DURING A 24 HOUR PERIOD)
IMMEDIATE CORRECTIVE ACTION FOR AN DEVICE/MEASURE FAILURE

ALL FORMS CAN BE FOUND AT
http://deq.nc.gov/about/divisions/energy-mineral-land-resources/erosion-sediment-control/forms

ALL EROSION CONTROL MEASURES SHALL BE REMOVED UPON SITE STABILIZATION AND APPROVAL OF EROSION CONTROL INSPECTOR. ALL DISTURBANCE DURING REMOVAL SHALL BE MATTED AND SEEDED

REQUIRED STABILIZATION TIME FRAMES		
SITE AREA DESCRIPTION	STABILIZATION	TIME FRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 CAL. DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 CAL. DAYS	NONE
SLOPES STEEPER THAN 3:1	7 CAL. DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 CAL. DAYS	7 CAL. DAYS FOR SLOPES GREATER THAN 50' IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 CAL. DAYS	NONE, EXCEPT FOR PERIMETERS AND HQW ZONES

NARRATIVE

THE PROPOSED PROJECT IS FOR THE INSTALLATION OF A BUILDING ON SITE, INCLUDING GRADING, STORM DRAINAGE, STORMWATER MEASURE, AND UTILITIES. THERE IS EXISTING IMPERVIOUS AREA ON THE SITE. THE STORMWATER MEASURE WILL BE TREATING THE ADDED IMPERVIOUS AREA TO THE SITE.

CONSTRUCTION SEQUENCE

- ACQUIRE PERMITTING DOCUMENTATION, OBTAIN COVERAGE THROUGH NCG01 (EROSION CONTROL), AND CONDUCT A PRE-CONSTRUCTION CONFERENCE ON SITE WITH NCDEQ INSPECTOR.

PHASE 1
- STAKE CLEARING/ CONSTRUCTION LIMITS
- ESTABLISH TEMPORARY CONSTRUCTION ENTRANCE AT THE SITE ENTRANCE
- INSTALL SILT FENCE AND OTHER EROSION CONTROL MEASURE, SEE C400
- INSTALL SILT SACK IN EXISTING CURB INLET, SEE C400
- INSTALL SSB-1, SEE C400
- CLEAR AND GRUB SITE

PHASE 2
- GRADE SITE
- INSTALL STORM DRAINAGE LINES AND INSTALL INLET PROTECTIONS AROUND DROP INLETS
- INSTALL UTILITIES
- INSTALL BUILDING
- INSTALL SITE CONCRETE AND SIDEWALK
- INSTALL PAVEMENT
- TOUCH UP ANY CONCRETE AFFECTED
- CONVERT SSB-1 TO WATER POND
- SEED AND STABILIZE SITE
- CALL FOR FINAL NCDEQ INSPECTION
- UPON NCDEQ APPROVAL, REMOVE ALL EROSION CONTROL MEASURES
- COMPLETE FINAL SITE TOUCH UPS AND SEEDING

ALL AREAS MUST BE STABILIZED BEFORE NCDEQ APPROVAL

EROSION AND SEDIMENTATION CONTROL GENERAL NOTES

1. OFF-SITE BORROW OR WASTE, IF ANY, REQUIRED FOR THIS PROJECT MUST COME FROM A SITE WITH AN APPROVED EROSION CONTROL PLAN, A SITE REGULATED UNDER THE MINING ACT OF 1971, OR A LANDFILL REGULATED BY THE DIVISION OF SOLID WASTE MANAGEMENT.
2. TRASH/DEBRIS FROM DEMOLOTION ACTIVITIES OR GENERATED BY ACTIVITIES ON SITE MUST BE DISPOSED OF AT A FACILITY REGULATED BY THE DIVISION OF SOLID WASTE MANAGEMENT OR PER DIVISION OF SOLID WASTE MANAGEMENT OR DIVISION OF WATER RESOURCES RULES AND REGULATIONS. [15A NCAC 4B .0110]
3. ALL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH NCAC TITLE 15 CHAPTER 4 EROSION AND SEDIMENTATION CONTROL AND NCDENR EROSION AND SEDIMENTATION CONTROL PLANNING AND DESIGN MANUAL

CONTACT DURING CONSTRUCTION
CONTRACTOR - TBD
ENGINEER - CESI
LIZ WARLICK - (704)648-2684

4. NCDENR INSPECTIOR - TBD
5. COORDINATE COMPUTATION USED FOR AREA DETERMINATION IN AUTOCAD 3D 2021
6. SOIL TYPES
CuB2 - CULLEN CLAY LOAM, 2 TO 8 PERCENT SLOPES, MODERATELY ERODED
7. RIVER BASIN - YADKIN PEE-DEE
8. RECEIVING WATER COURSE - IRISH BUFFALO CREEK TO ROCKY RIVER TO YADKIN PEE-DEE RIVER

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.
GENERAL NOTES AND SPECIFICATIONS
4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY
CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW
PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
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SURVEYING
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CONCORD, NC 28026
O. 704.786.5404
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NCBELS CORP. NO. C-0263

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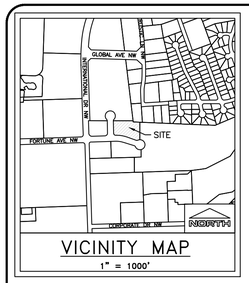
ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 054082 ENGINEER ELIZABETH WARLICK
7/19/2024

C001



VICINITY MAP
1" = 1000'

NORTH

0 30 60 FEET
1" = 30 FEET

24" RCP
INV.=703.67

24" RCP

BC INLET
RIM=708.95
INV.IN=705.55
INV.OUT=704.65

BC INLET
RIM=708.93
INV.=704.60

SSMH
RIM=710.86
INV. OUT= 701.16
0.000
CL CUL

18" RCP

TRADE STREET
80' PUBLIC R/W

TRADE RADIUS (TO R/W)

18" RCP

BC INLET
RIM=711.55
INV.IN=708.65
INV.OUT=708.55

CONCRETE TRANSFORMER PAD

1/2" REBAR SET
REF. POINT
5.00'

CP

1/2" REBAR SET
REF. REBAR

INTERNATIONAL BUSINESS PARK PHASE 2 MAP 1
PARCEL PIN NO. 5601551471
DB. 1345, PG. 162
PB. 48 PG. 45
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

ZONED C-2

S89°59'36"E 280.25'

1/2" REBAR

S87°40'52"E
16.01'

EDWARD EVON HELMS, JR.
LOTS 27 &28 BLK A SIDES REALTY
PARCEL PIN NO. 5601757168
DB. 501, PG. 97
PB. 10,PG. 64

ZONED RV

S06°47'11"E
16.49'

AXLE

1/2" REBAR

S87°33'36"E
85.00'

1/2" REBAR SET

±22,021 SQ. FT. OR
± 0.506 ACRE

LOT 1 INTERNATIONAL BUSINESS PARK PHASE 2 MAP 1
PARCEL PIN NO. 5601742903
DB. 6836, PG. 334
PB. 48 PG. 45
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

ZONED I-2

N00°49'31"W 182.94'

8" WATER LINE

30' FRONT SETBACK LINE

BSL

LOT 2 INTERNATIONAL BUSINESS PARK PHASE 2
PARCEL PIN NO. 5601745971
DB. 1345, PG. 162
PB. 50, PG. 44
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

ZONED I-2

±67,511 SQ. FT. OR
± 1.550 ACRES

TOTAL AREA
±89,532 SQ. FT. OR
±2.056 ACRES

8" PVC

366.46'

SSMH
RIM=689.01
INV. IN= 678.31
INV. OUT=678.21

SSMH
RIM=695.31
INV. IN= 684.91
INV. OUT=684.81

48" PIN OAK

30.0'

255.87'

253.24'

S00°00'00"E

30' SANITARY SEWER EASEMENT
DB. 1818, PG. 213

LOT 1 INTERNATIONAL BUSINESS PARK PHASE 2 MAP 1
PARCEL PIN NO. 5601845596
DB. 570, PG. 32, DB. 572, PG. 270
PB. 48, PG. 45
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

ZONED I-2

10' PUBLIC STORM DRAIN EASEMENT
PLAT BOOK 50, PAGE 44

BC INLET
RIM=713.10
INV.IN=709.30
INV.OUT=709.20

BC INLET
RIM=712.90
INV.IN=709.80
INV.OUT=709.70

BC INLET
RIM=708.85
INV.IN=705.65
INV.IN=700.55
INV.OUT=700.35

4"X4" WOOD POST

1/2" REBAR SET

C3

BC INLET
RIM=715.76
INV.=711.35

TO INTERNATIONAL DRIVE

SSMH
RIM=712.95
INV. IN=699.63
INV. OUT=699.55

BC INLET
RIM=713.37
INV.OUT=706.32

BC INLET
RIM=709.10
INV.=701.30

36" RCP

24" RCP

8" PVC

8" WATER LINE

FORTUNE AVENUE
80' PUBLIC R/W

BC INLET
RIM=705.19
INV.=697.29

BC INLET
RIM=698.93
INV.IN=693.03
INV.OUT=692.83

POINT OF BEGINNING

N70°16'35"W
105.08'

N70°16'35"W
28.68'

1/2" REBARS SET

1/2" REBAR

C2

SSMH
RIM=701.98
INV. IN= 691.06
INV. OUT=690.98

SSMH
RIM=697.00
INV. IN= 686.68
INV. OUT=686.60

BC INLET
RIM=698.96
INV.=693.66

8" WATER LINE

ZONED I-2

48" RCP

70' RADIUS (TO R/W)

20
0.000
CL CUL

BC INLET
RIM=692.23
INV.=685.73

BC INLET
RIM=692.18
INV.=685.68

48" RCP
INV.= 685.08

N75°01'35"E
3864.54' GROUND
38663.96' GRID

POINT OF COMMENCEMENT

CITY OF CONCORD
MONUMENT "WCA8"
NC GRID NAD 83 (1986)
N 613778.93
E 1503982.84
CGF=0.9998491

LOT 3A INTERNATIONAL BUSINESS PARK PHASE 2
PARCEL PIN NO. 5601744671
DB. 1345, PG. 162
PB. 50 PG. 44
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

N05°15'37"E
2333.49'

CITY OF CONCORD
MONUMENT "WCA3"
NC GRID NAD 83 (1986)
N 611455.27

ZONING: I-2 (GENERAL INDUSTRIAL)
FRONT SETBACK=30'
SIDE SETBACK=0'
REAR SETBACK=0'
NO BUFFERS REQUIRED
ZONING AUTHORITY:
CITY OF CONCORD DEVELOPMENT SERVICES
PHONE: 704-920-5555

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	39.40	70.00	38.81
C2	20.43	25.00	19.87
C3	165.48	440.00	164.51
C4	47.13	30.00	42.43

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
EXISTING CONTOUR	710
FENCE	X
WOODS LINE	
SANITARY SEWER	SS
STORM SEWER	
BUILDING SETBACK LINE	BSL
EASEMENT LINE	
WATER LINE	W
UNDERGROUND POWER	UGP
CURB INLET	
MANHOLE	
CURVE NUMBER	C3
CITY OF CONCORD MONUMENT	
TREE (SIZE & TYPE NOTED)	
WATER VALVE	
FIRE HYDRANT	
UTILITY POLE	
LIGHT POLE	
IRON PIN FOUND (1/2" REBAR UNLESS NOTED)	
1/2" REBAR SET	
COMPUTED POINT	CP
ASPHALT	
CONCRETE	

NOTE:
EXISTING CONDITIONS PLAN CREATED FROM A TOPOGRAPHIC SURVEY BY DONALDSON GARRETT & ASSOCIATES, INC. DATED AND SEALED BY JOHN M. STORY, PLS LIC NO. 3840 ON 06/25/2007.

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(910) 693-2700

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

EXISTING CONDITIONS PLAN

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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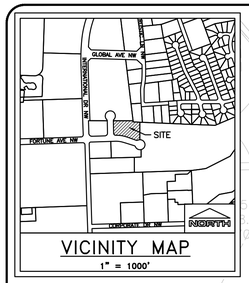
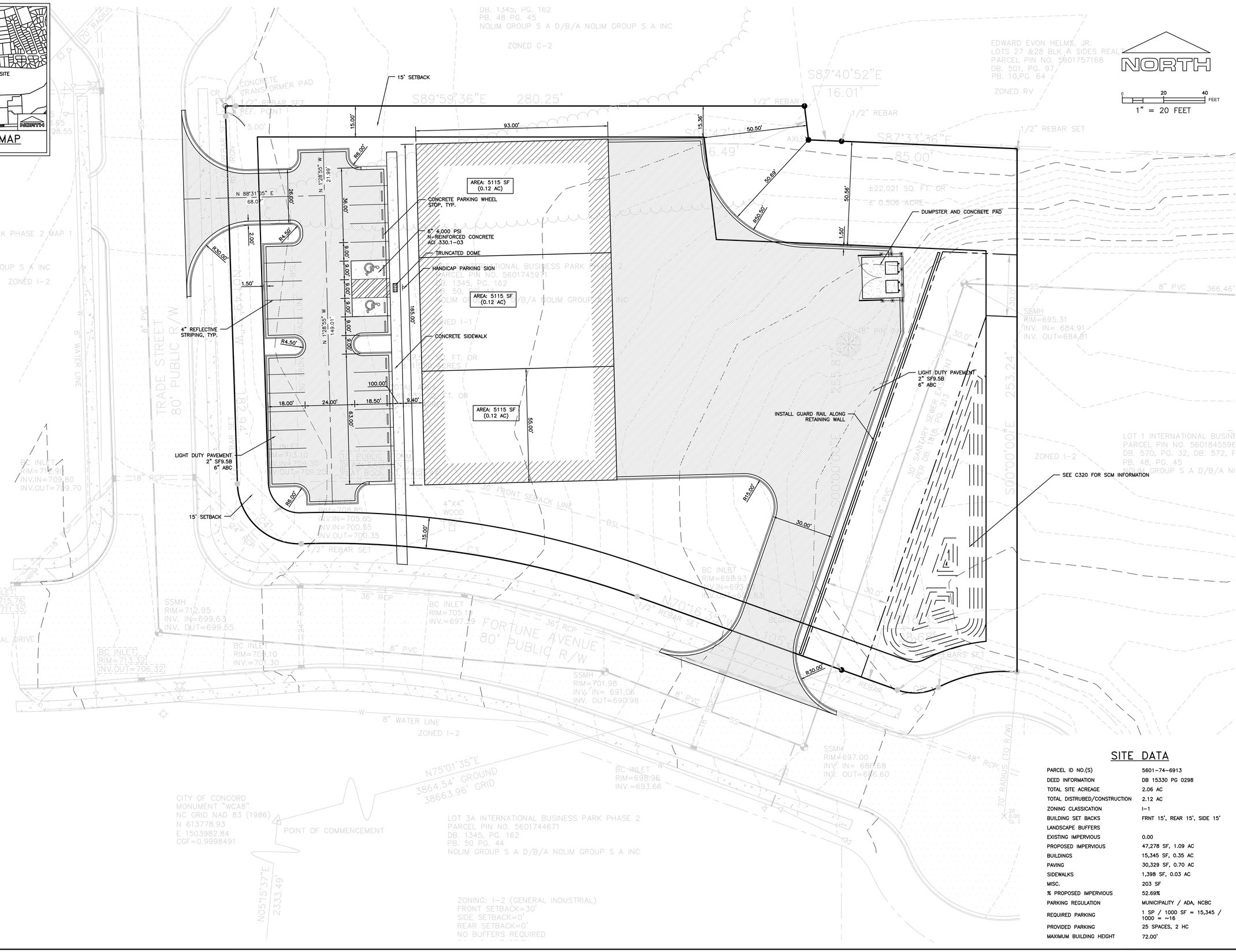
NORTH CAROLINA PROFESSIONAL SEAL 054863 ENGINEER ELIZABETH MARY STORY

7/19/2024

C100



VICINITY MAP
1" = 1000'



SITE DATA

PARCEL ID NO.(S)	5601-74-6913
DEED INFORMATION	DB 15330 PG 0298
TOTAL SITE ACREAGE	2.06 AC
TOTAL DISTRUBED/CONSTRUCTION	2.12 AC
ZONING CLASSICATION	I-1
BUILDING SET BACKS	FRNT 15', REAR 15', SIDE 15'
LANDSCAPE BUFFERS	
EXISTING IMPERVIOUS	0.00
PROPOSED IMPERVIOUS	47,278 SF, 1.09 AC
BUILDINGS	15,345 SF, 0.35 AC
PAVING	30,329 SF, 0.70 AC
SIDEWALKS	1,398 SF, 0.03 AC
MISC.	203 SF
% PROPOSED IMPERVIOUS	52.69%
PARKING REGULATION	MUNICIPALITY / ADA, NCBC
REQUIRED PARKING	1 SP / 1000 SF = 15,345 / 1000 = ~16
PROVIDED PARKING	25 SPACES, 2 HC
MAXIMUM BUILDING HEIGHT	72.00'

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200 W. Wilkinson Blvd, Suite 207
Charlotte, NC 28203
(704) 525-6094

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

SITE LAYOUT PLAN

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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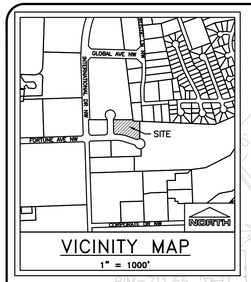
NORTH CAROLINA PROFESSIONAL SEAL 054082 ENGINEER ELIZABETH MOLE
7/19/2024

C200



VICINITY MAP
1" = 1000'

NORTH

0 20 40 FEET
1" = 20'

BUILDING F.F.E. 711.00

TW: 696.50
BW: 696.50

TW: 702.82
BW: 694.89

TW: 702.59
BW: 695.00

RETAINING WALL TO BE DESIGNED BY OTHERS

TW: 703.40
BW: 694.09

TW: 699.75
BW: 699.75

SEE C320 FOR SCM INFORMATION

TRADE STREET
80' PUBLIC R/W

FORTUNE AVENUE
80' PUBLIC R/W

INTERNATIONAL DRIVE

ZONED I-2

ZONED C-2

ZONED RV

8" WATER LINE

8" PVC

18" RCP

24" RCP

36" RCP

48" RCP

CITY OF CONCORD
MONUMENT "WCA8"
NC GRID NAD 83 (1986)
N 613778.93
E 1503982.84
CCF=0.9998491

POINT OF COMMENCEMENT

N75°01'35"E
3864.54' GROUND
3863.96' GRID

S89°59'36"E 280.25'

S87°40'52"E 16.01'

S87°33'36"E 85.00'

N00°26'24"W 253.24'

N00°16'24"W 361.00'

±22,021 SQ. FT. OR ±0.506 ACRES

±67,511 SQ. FT. OR ±1.550 ACRES

±39,532 SQ. FT. OR ±0.907 ACRES

EDWARD EVON HELMS, JR.
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PARCEL PIN NO. 5601757168
DB. 501, PG. 97
PB. 10,PG. 64

1/2" REBAR

1/2" REBAR SET

CONCRETE TRANSFORMER PAD

10' PUBLIC STORM DRAIN EASEMENT PER DEED BOOK 8[illegible] PAGE 44

30' FRONT SETBACK LINE

BSL

SSMH
RIM=711.55
INV.IN=708.65
INV.OUT=708.55

BC INLET
RIM=712.90
INV.IN=709.80
INV.OUT=709.70

BC INLET
RIM=713.10
INV.IN=709.90
INV.OUT=709.80

BC INLET
RIM=708.85
INV.IN=700.85
INV.OUT=700.75

BC INLET
RIM=715.76
INV.=711.35

SSMH
RIM=712.95
INV. IN=699.63
INV. OUT=699.55

BC INLET
RIM=713.32
INV.OUT=706.32

BC INLET
RIM=709.10
INV.=701.30

BC INLET
RIM=705.18
INV.=697.29

SSMH
RIM=701.98
INV. IN= 691.06
INV. OUT=690.98

BC INLET
RIM=698.96
INV.=693.66

SSMH
RIM=697.00
INV. IN= 686.68
INV. OUT=686.60

BC INLET
RIM=692.28
INV.=685.73

BC INLET
RIM=692.18
INV.=685.68

48" RCP
INV.= 685.08

SSMH
RIM=695.31
INV. IN= 684.91
INV. OUT=684.81

48" PIN OAK

-4.8% -0.7% 2.6% -1.5% -1.1% -1.8% -0.5% -0.3% -2.2% 0.7% -7.5% -3.2% -3.6% 5.5%

710.71 710.81 710.45 710.41 710.36 710.32 707.59 707.43

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

GRADING PLAN

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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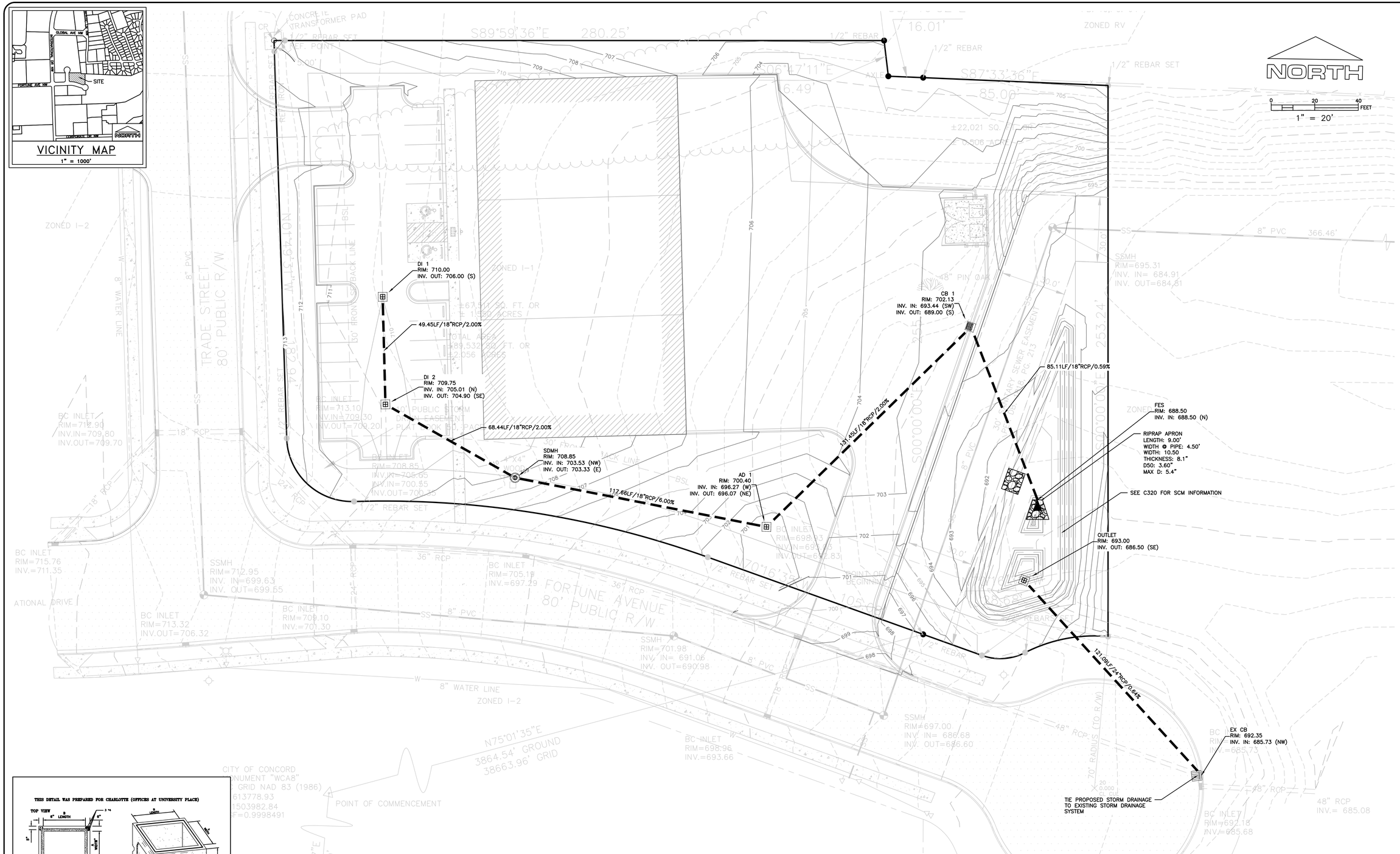
ENGINEERS SEAL

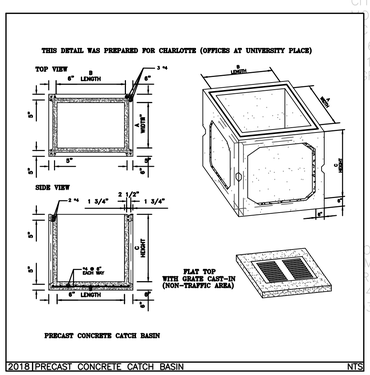
NORTH CAROLINA PROFESSIONAL SEAL 054692 ENGINEER ELIZABETH MEEKS

7/19/2024

C300

VICINITY MAP
1" = 1000'





Line No.	Line ID	Flow Rate	Line Size (Rise x Span)	Line Type	Line Length	Invert Elev. Down	Invert Elev. Up	Line Slope	HGL Down	HGL Up	Minor Loss	HGL Junct	Dn Str Line No.
		(cfs)	(in)		(ft)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	
1	CB 1 - FES	7.95	18	Cir	80.686	688.50	689.00	0.62	689.59	690.23	0.61	690.84	Outfall
2	AD 1 - CB 1	2.98	18	Cir	131.447	693.44	696.07	2.00	693.90	696.73	n/a	696.73	1
3	SDMH - AD 1	2.10	18	Cir	117.656	696.27	703.33	6.00	696.73	703.88	0.07	703.88	2
4	DI 2 - SDMH	2.18	18	Cir	68.439	703.53	704.90	2.00	703.92	705.46	n/a	705.46	3
5	DI 1 - DI 2	1.29	18	Cir	49.453	705.01	706.00	2.00	705.46	706.42	n/a	706.42 j	4
6	OUTLET - EX CB	4.46	24	Cir	121.087	685.73	686.50	0.64	687.47	687.25	n/a	687.25	Outfall

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"It's The Law"

REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

STORM DRAINAGE LAYOUT

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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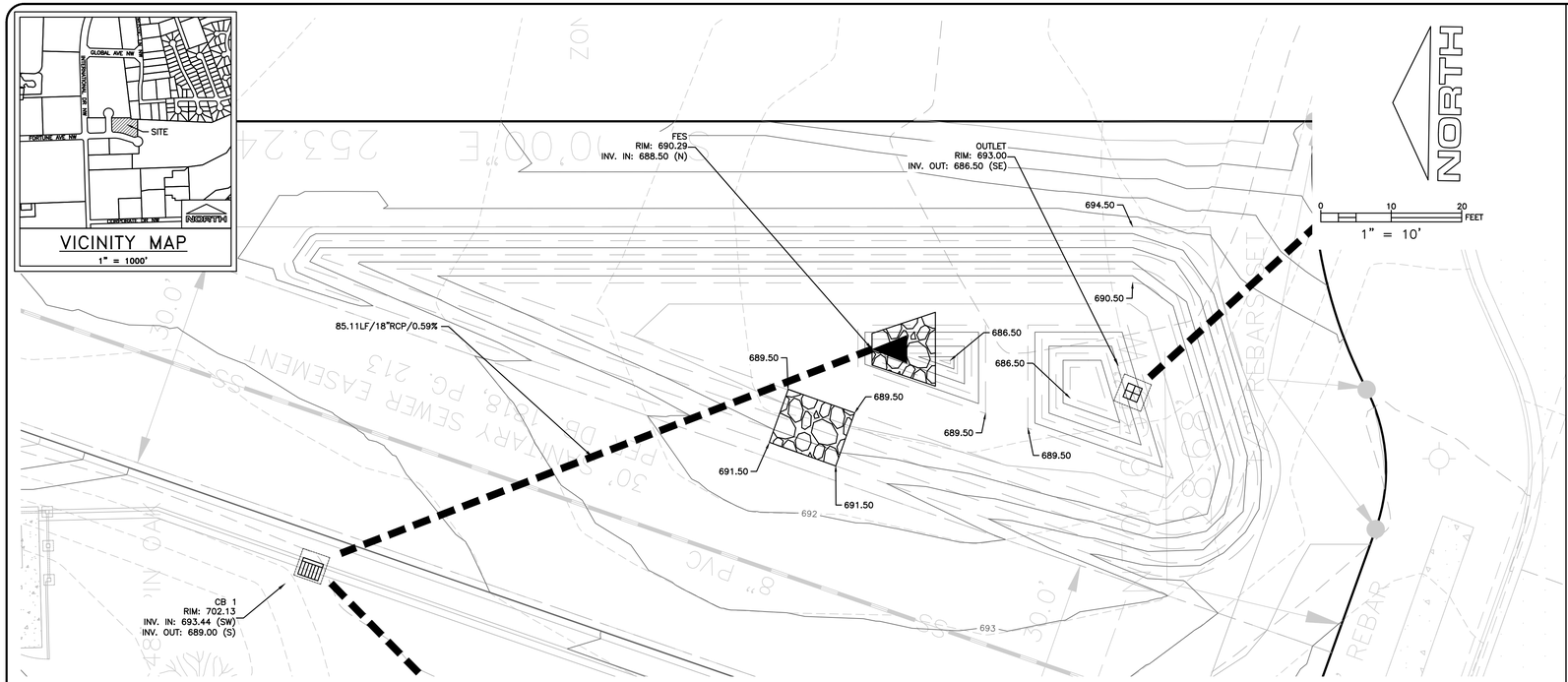
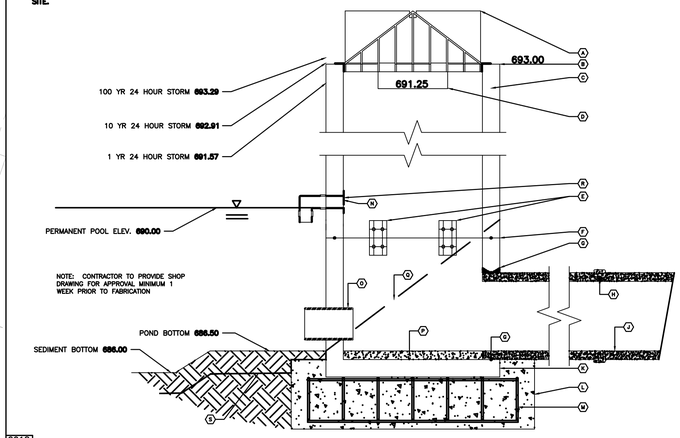
ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 053808 ENGINEER ELIZABETH NEW
7/19/2024

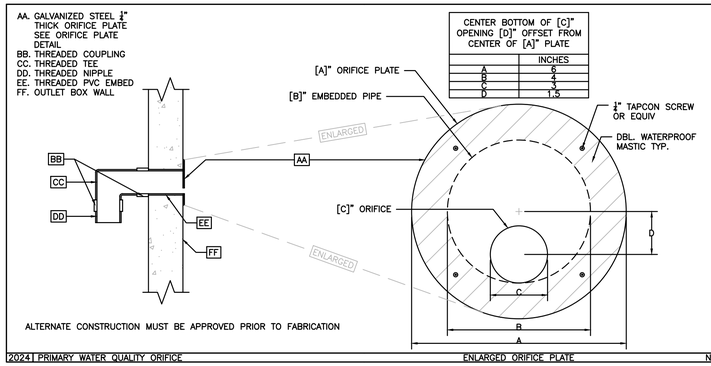
C310



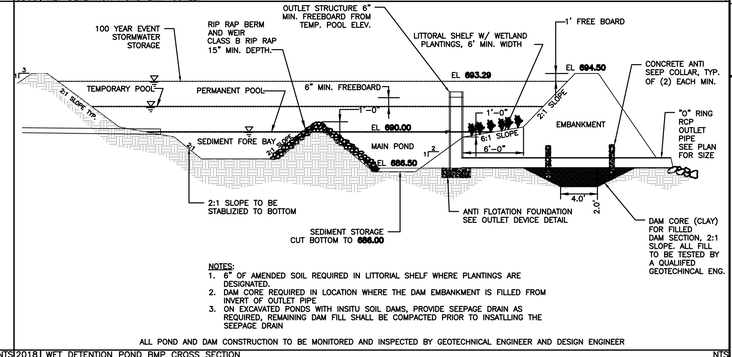
A. ANTI VORTEX TRASH RACK (SEE ENLARGED DETAIL)
B. PRE-CAST CONCRETE OUTLET STRUCTURE
SQUARE SHAPE, ID **(5'-0") x (5'-0")**, CONTRACTOR TO PROVIDE SHOP DRAWING FOR APPROVAL 1 WEEK PRIOR TO FABRICATION MINIMUM.
C. MINIMUM 6" THICK WALLS, 3000 PSI CONCRETE
D. SECONDARY ORIFICE – PROVIDE **(1)** EACH **(21" X 6")**, BOTTOM AT **691.25'**
E. ¾" X 6" X 12" GALVANIZED STEEL CONNECTION PLATE WITH 4 ¾"ø GAGE HOLES AS SHOWN, PROVIDE ¾"ø X 3" QUIKBOLTS OR EQUAL, PROVIDE MASTIC OR WATERSTOP BETWEEN OUTLET BOX SECTIONS AS REQUIRED TO PROVIDE A WATERTIGHT SEAL.
F. TYPICAL JOINT BETWEEN OUTLET SECTIONS, SEE G.
G. SEAL BETWEEN OUTLET PIPE AND OUTLET BOX. PROVIDE MASTIC OR NEOPRENE SEAL, PATCH REMAINING SEAL WITH HYDRAULIC CEMENT.
H. PROVIDE "O" RING OUTLET PIPE TYPICAL
I. NOT USED
J. PROVIDE RCP CLASS III **24"** OUTLET PIPE SEE PLAN FOR REQUIRED INVERTS, SLOPE AND LENGTH.
K. RECESS BOX A MINIMUM OF 6 INCHES INTO THE FLOTATION FOUNDATION, WITH BOTTOM OR WITHOUT
L. PROVIDE FLOTATION FOUNDATION
(5'-0") X (5'-0") X 24" THICK, 3000 PSI CONCRETE WITH #5 STIRRUPS FOR DOUBLE MAT ALLOW 3" CLEAR CONCRETE ALL SIDES WITH EMBEDDED OUTLET BOX RESTING ON TOP MAT. MINIMUM #5 STIRRUPS AT 12" O.C. E.W. T&B. USE CONCRETE BRICK TO SPACE REBAR FROM BOTTOM. CONTRACTOR TO GIVE PROPER ATTENTION TO ESTABLISH ELEVATION OF BOTTOM OF BOX AND NOT BOTTOM OF FOUNDATION. IF REQUIRED REBAR GRADE STAKES CAN BE SET TO ESTABLISH THE REQUIRED ELEVATION.
M. REBAR MAT SEE N. ALL REINFORCEMENT SHALL BE GRADE 60 NEWLY FABRICATED BARS FREE OF RUST AND CORROSION.
N. PRIMARY ORIFICE – PROVIDE A **3"** ROUND PRECAST HOLE AT **690.00'**
O. 6 INCH DUCTILE IRON PIPE EMBED, 6" ABOVE BOTTOM OF BOX OR 3" ABOVE PROPOSED INVERT, PROVIDE 4 INCH EXTENSION EACH SIDE. OPTION TO PROVIDE 6" GATE OR KNIFE VALVE AND 10 FEET OF 6" DIP PIPE WITH SCREENED END FOR MAINTENANCE DRAINING. IF VALVE IS USED VALVE SHALL BE INSTALLED FREE OF CONC OR GROUT, MOUNTED PER MANUFACTURERS SPECIFICATIONS AND PROVIDED WITH A LOCKING MECHANISM, REMOTE OPERATION ROD SHALL BE INSTALL TO TOP OF RISER AND MOUNTED AS REQD BY MANUF. SPECS. IF NO VALVE IS INSTALLED MAINTENANCE WILL BE BY PUMPING THE POND DRY.
P. INFILL GROUT MINIMUM THICKNESS EQUAL TO THE WALL THICKNESS OR OUTLET PIPE.
Q. ADHERE LINER TO OUTLET TO ESTABLISH A WATERTIGHT SEAL
R. SEE PRIMARY WATER QUALITY ORIFICE DETAIL. SECURE WITH MASTIC BETWEEN PLATE AND CONCRETE WALL AND ATTACH WITH A MINIMUM OF FOUR 1/4" TAPCON OR EQUAL SCREWS.
S. POND LINER IF REQUIRED SHALL BE BENTOMAT ST OR EQUAL. SPECIFY SHWT ELEVATION IF NOT REQUIRED. SHWT ELEV. **±XXX.XX, DETERMINED BY FIELD HAND AUGERS COMPLETED XX AND ADJUSTED BASED ON AN ANTICIPATED SHWT TYPICALLY IN MARCH. POND WILL BE ADDITIONALLY FED BY WATER FROM IRRIGATION WELL AND PUMP FOR THE SITE.**



2018 SD08 | WET DETENTION POND BMP OUTLET NTS



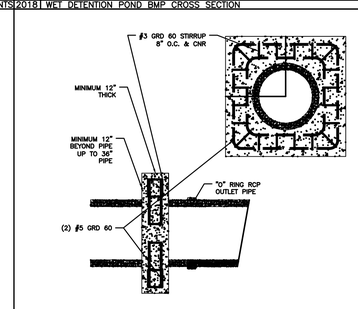
2024 | PRIMARY WATER QUALITY ORIFICE ENLARGED ORIFICE PLATE NTS



NOTES:
1. 6" OF AMENDED SOIL REQUIRED IN LITTORIAL SHELF WHERE PLANTINGS ARE DESIGNATED.
2. DAM CORE REQUIRED IN LOCATION WHERE THE DAM EMBANKMENT IS FILLED FROM INVERT OF OUTLET PIPE
3. ON EXCAVATED PONDS WITH INSITU SOIL DAMS, PROVIDE SEEPAGE DRAIN AS REQUIRED, REMAINING DAM FILL SHALL BE COMPACTED PRIOR TO INSATLLING THE SEEPAGE DRAIN

ALL POND AND DAM CONSTRUCTION TO BE MONITORED AND INSPECTED BY GEOTECHNICAL ENGINEER AND DESIGN ENGINEER

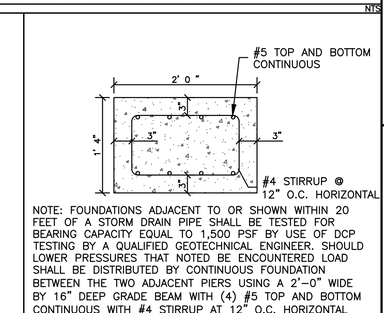
2018 | WET DETENTION POND BMP CROSS SECTION NTS



CONCRETE SHALL BE 3000 PSI A.E., REBAR SPLICES SHALL BE A MINIMUM OF 27". TO BE INSTALLED AFTER PIPE BACKFILL IS COMPACTED, CUT REQUIRED TRENCH AND COMPLETELY FILL WITH CONCRETE.

CONTRACTOR ALTERNATE TO BE APPROVED PRIOR TO INSTALLATION.

2018 | ANTI-SEEP COLLAR RCP PIPE NTS



NOTE: FOUNDATIONS ADJACENT TO OR SHOWN WITHIN 20 FEET OF A STORM DRAIN PIPE SHALL BE TESTED FOR BEARING CAPACITY EQUAL TO 1,500 PSF BY USE OF DCP TESTING BY A QUALIFIED GEOTECHNICAL ENGINEER. SHOULD LOWER PRESSURES THAT NOTED BE ENCOUNTERED LOAD SHALL BE DISTRIBUTED BY CONTINUOUS FOUNDATION BETWEEN THE TWO ADJACENT PIERS USING A 2'-0" WIDE BY 16" DEEP GRADE BEAM WITH (4) #5 TOP AND BOTTOM CONTINUOUS WITH #4 STIRRUP AT 12" O.C. HORIZONTAL

2018 | STORM DRAINAGE FOUNDATION NTS

North Carolina One-Call Center
811
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CALL 1-800-632-4949
CONTRACTOR SHALL CONTACT ONE-CALL CENTER PRIOR TO EXCAVATION FOR LOCATIONS OF EXISTING UTILITIES.
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"It's The Law"

DESCRIPTION
DATE
REVISION

4525 FORTUNE AVE PRELIM.
SCM INFORMATION
4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY
CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW
PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING
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CONCORD, NC 28026
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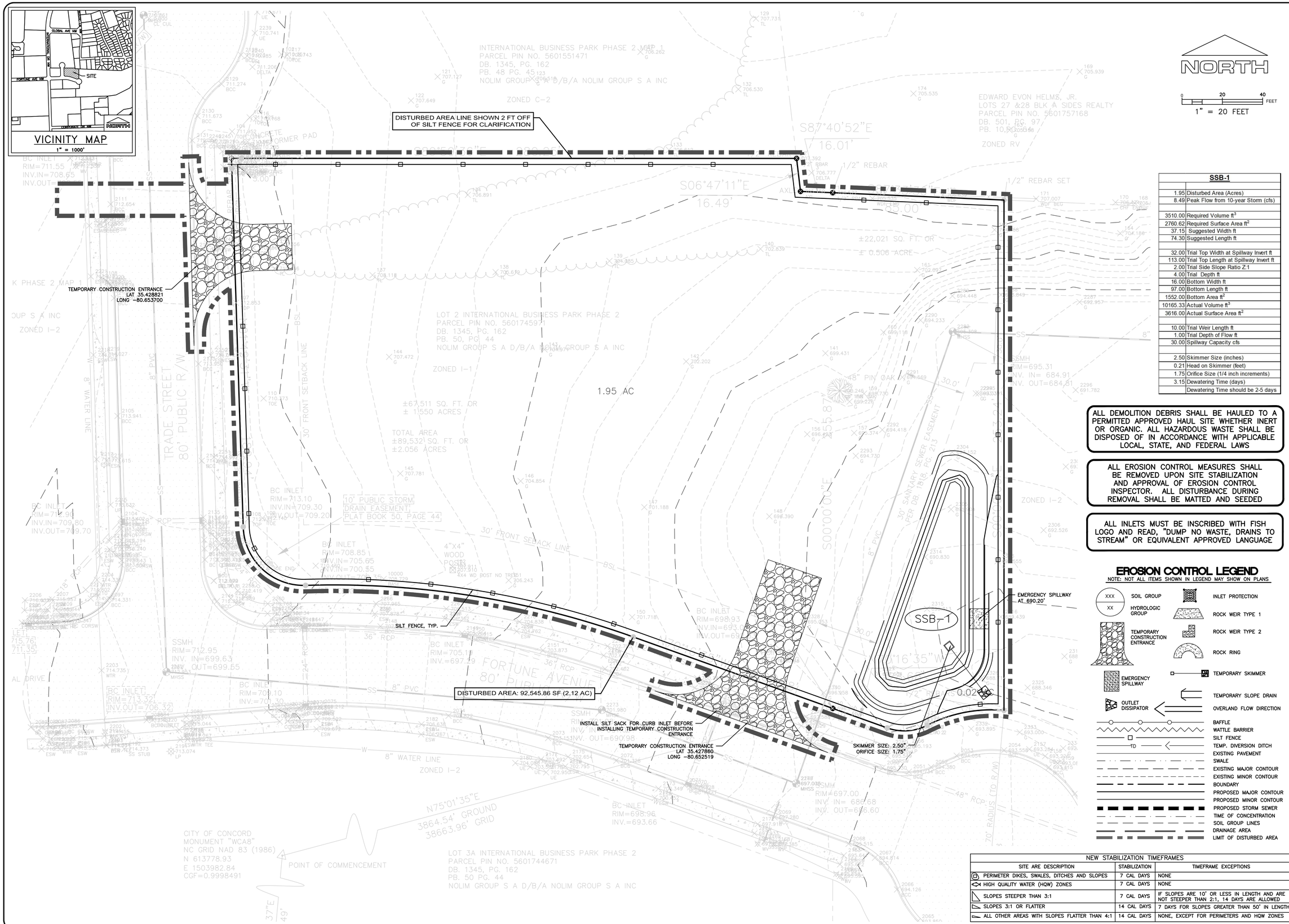
ENGINEERS SEAL
NORTH CAROLINA PROFESSIONAL SEAL 054663 ENGINEER ELIZABETH MCCALL
7/19/2024

C320

VICINITY MAP
1" = 1000'



SSB-1	
1.95	Disturbed Area (Acres)
8.49	Peak Flow from 10-year Storm (cfs)
3510.00	Required Volume ft^3
2760.62	Required Surface Area ft^2
37.15	Suggested Width ft
74.30	Suggested Length ft
32.00	Trial Top Width at Spillway Invert ft
113.00	Trial Top Length at Spillway Invert ft
2.00	Trial Side Slope Ratio Z:1
4.00	Trial Depth ft
16.00	Bottom Width ft
97.00	Bottom Length ft
1552.00	Bottom Area ft^2
10165.33	Actual Volume ft^3
3616.00	Actual Surface Area ft^2
10.00	Trial Weir Length ft
1.00	Trial Depth of Flow ft
30.00	Spillway Capacity cfs
2.50	Skimmer Size (inches)
0.21	Head on Skimmer (feet)
1.75	Orifice Size (1/4 inch increments)
3.15	Dewatering Time (days)
	Dewatering Time should be 2-5 days

ALL DEMOLITION DEBRIS SHALL BE HAULED TO A PERMITTED APPROVED HAUL SITE WHETHER INERT OR ORGANIC. ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL LAWS

ALL EROSION CONTROL MEASURES SHALL BE REMOVED UPON SITE STABILIZATION AND APPROVAL OF EROSION CONTROL INSPECTOR. ALL DISTURBANCE DURING REMOVAL SHALL BE MATTED AND SEEDED

ALL INLETS MUST BE INSCRIBED WITH FISH LOGO AND READ, "DUMP NO WASTE, DRAINS TO STREAM" OR EQUIVALENT APPROVED LANGUAGE

EROSION CONTROL LEGEND

NOTE: NOT ALL ITEMS SHOWN IN LEGEND MAY SHOW ON PLANS

- XXX / XX — SOIL GROUP / HYDROLOGIC GROUP
- TEMPORARY CONSTRUCTION ENTRANCE
- EMERGENCY SPILLWAY
- OUTLET DISSIPATOR
- INLET PROTECTION
- ROCK WEIR TYPE 1
- ROCK WEIR TYPE 2
- ROCK RING
- TEMPORARY SKIMMER
- TEMPORARY SLOPE DRAIN
- OVERLAND FLOW DIRECTION
- BAFFLE
- WATTLE BARRIER
- SILT FENCE
- TD — TEMP. DIVERSION DITCH
- EXISTING PAVEMENT
- SWALE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- BOUNDARY
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED STORM SEWER
- TIME OF CONCENTRATION
- SOIL GROUP LINES
- DRAINAGE AREA
- LIMIT OF DISTURBED AREA

NEW STABILIZATION TIMEFRAMES		
SITE ARE DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 CAL DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 CAL DAYS	NONE
SLOPES STEEPER THAN 3:1	7 CAL DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 CAL DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 CAL DAYS	NONE, EXCEPT FOR PERIMETERS AND HQW ZONES

North Carolina One-Call Center
811 K. Buchanan Blvd, Box 2007
Duncan, SC 29334
(800) 632-4949

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CONTRACTOR SHALL CONTACT NORTH CAROLINA 811 ONCE EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

Call BEFORE you DIG!
"It's The Law"

REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

EROSION CONTROL PHASE 1

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
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GEOTECHNICAL
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PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

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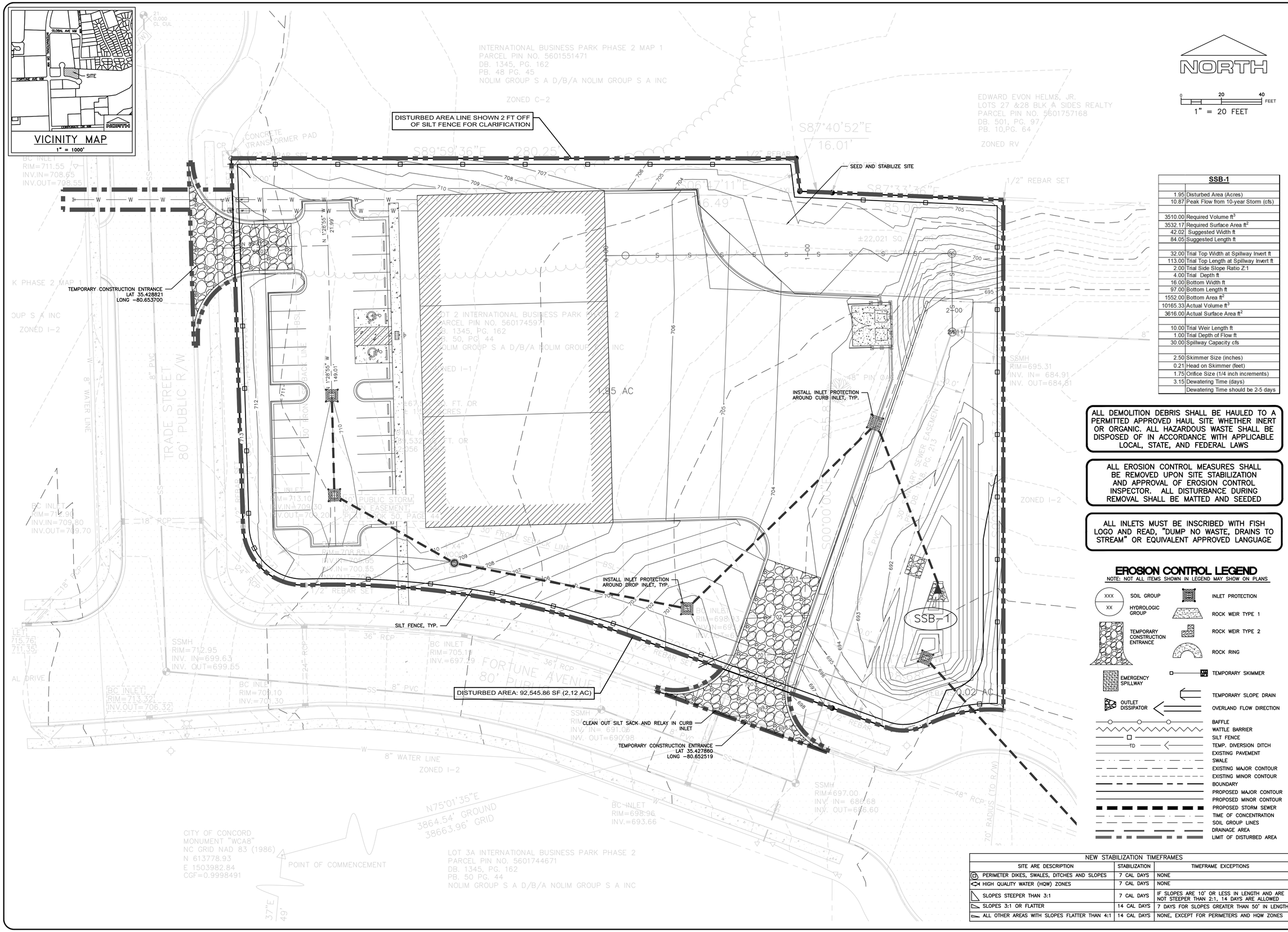
NORTH CAROLINA PROFESSIONAL SEAL 054063 ENGINEER ELIZABETH WARD
7/19/2024

C400

VICINITY MAP
1" = 1000'



SSB-1	
1.95	Disturbed Area (Acres)
10.87	Peak Flow from 10-year Storm (cfs)
3510.00	Required Volume ft^3
3532.17	Required Surface Area ft^2
42.02	Suggested Width ft
84.05	Suggested Length ft
32.00	Trial Top Width at Spillway Invert ft
113.00	Trial Top Length at Spillway Invert ft
2.00	Trial Side Slope Ratio Z:1
4.00	Trial Depth ft
16.00	Bottom Width ft
97.00	Bottom Length ft
1552.00	Bottom Area ft^2
10165.33	Actual Volume ft^3
3616.00	Actual Surface Area ft^2
10.00	Trial Weir Length ft
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2.50	Skimmer Size (inches)
0.21	Head on Skimmer (feet)
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EROSION CONTROL LEGEND

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- WATTLE BARRIER
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- PROPOSED STORM SEWER
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- SOIL GROUP LINES
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- LIMIT OF DISTURBED AREA

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SITE ARE DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
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HIGH QUALITY WATER (HQW) ZONES	7 CAL DAYS	NONE
SLOPES STEEPER THAN 3:1	7 CAL DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 CAL DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 CAL DAYS	NONE, EXCEPT FOR PERIMETERS AND HQW ZONES

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Columbus, OH 43240
(800) 632-4949

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

EROSION CONTROL PHASE 2

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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CONCORD, NC 28026
O. 704.786.5404

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7/19/2024

C401

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual day rainfall information is available, record the cumulative rain measurement for those un-attended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were operating properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDCs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Documentation Requirements
(a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan.	Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC plan.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC measures.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This General Permit as well as the Certificate of Coverage, after it is received.

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per Item 1(b)-(c) above	• ***Within 24 hours***, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	• ***A report at least ten days before the date of the bypass, if possible***. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days,*** a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment[40 CFR 122.41(l)(7)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6). • Division staff may waive the requirement for a written report on a case-by-case basis.

PART II, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

(a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items,
(b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit,
(c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,
(d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above,
(e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
(f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

NORTH CAROLINA Environmental Quality

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	**Stabilize within this many calendar days after ceasing land disturbance**	**Timeframe variations**
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

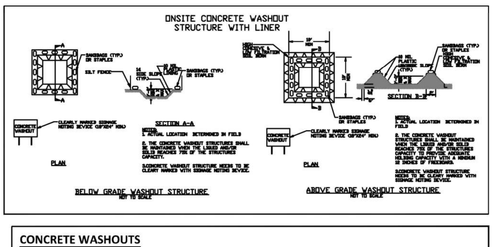
1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.

NORTH CAROLINA Environmental Quality

ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER



BELOW GRADE WASHOUT STRUCTURE

ABOVE GRADE WASHOUT STRUCTURE

CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

C410

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036826 ELIZABETH M. BROOK

7/19/2024

ENGINEERS SEAL

CESI GEOTECHNICAL CIVIL SURVEYING
PO BOX 268
CONCORD, NC 28026
O. 704.786.5404
www.cesisurv.com
NCBELS CORP. NO. C-0263

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4525 FORTUNE AVE PRELIM.

NCG01

4525 FORTUNE AVE, CONCORD, NC 28025

COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW
PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

REVISION	DATE	DESCRIPTION

North Carolina One-Call Center
2000 T. Hendersonville Road, Suite 207
Greensboro, North Carolina 27407
(919) 996-2150

2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1-800-632-4949
UNDERGROUND LOCATORS, CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

Call BEFORE you DIG!
"It's The Law"

PURPOSE:
A SKIMMER MUST DEWATER THE BASIN FROM THE TOP OF THE WATER SURFACE.
THE RATE OF DEWATERING MUST BE CONTROLLED. A DEWATERING TIME OF 24 TO 72
HOURS IS REQUIRED.

MAINTENANCE:

INSPECT SKIMMER SEDIMENT BASINS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (0.5" OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE. PULL THE SKIMMER TO ONE SIDE SO THAT THE SEDIMENT UNDERNEATH IT CAN BE EXCAVATED. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN, NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE THE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.

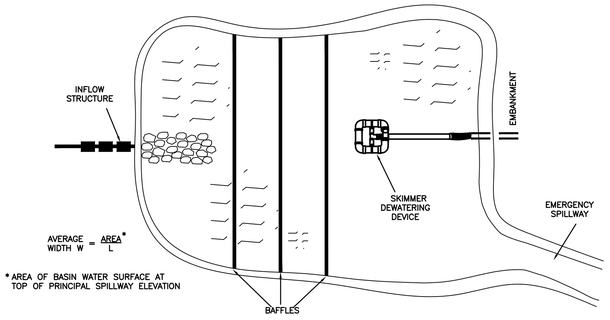
REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.

IF THE SKIMMER IS CLOGGED WITH TRASH AND THERE IS WATER IN THE BASIN, USUALLY JERKING ON THE ROPE WILL MAKE THE SKIMMER BOB UP AND DOWN AND DISLODGE THE DEBRIS AND RESTORE FLOW. IF THIS DOES NOT WORK, PULL THE SKIMMER OVER TO THE SIDE OF THE BASIN AND REMOVE THE DEBRIS. ALSO CHECK THE ORIFICE INSIDE THE SKIMMER TO SEE IF IT IS CLOGGED; IF SO REMOVE THE DEBRIS.

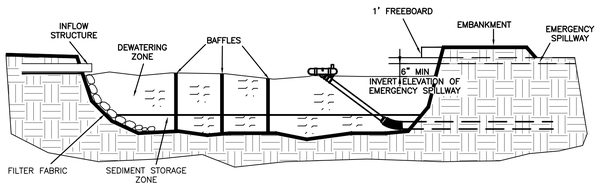
IF THE SKIMMER AR OR BARREL PIPE IS CLOGGED, THE ORIFICE CAN BE REMOVED AND THE OBSTRUCTION CLEARED WITH A PLUMBER'S SNAKE OR BY FLUSHING WITH WATER. BE SURE AND REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.

CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE EMBANKMENT FOR PIPING AND SETTLEMENT. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE ALL TRASH AND OTHER DEBRIS FROM THE SKIMMER AND POOL AREAS.

FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO PREVENT THE SKIMMER FROM PLUGGING WITH ICE.

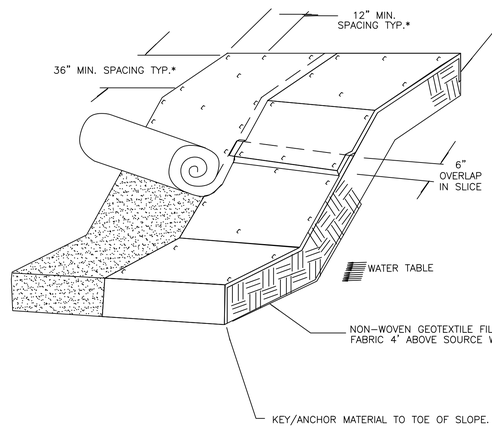


PLAN VIEW



CROSS-SECTION VIEW

SKIMMER BASIN DETAIL NTS



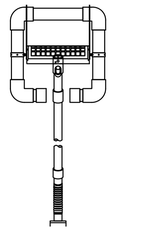
GENERAL NOTES:

1. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
2. * DIMENSIONS SHOWN ARE MINIMUM, MANUFACTURED PRODUCTS MAY HAVE ADDITIONAL REQUIREMENTS THAT MUST BE MET.
3. SLOPE SURFACE SHALL BE FREE OF ROCKS, SOIL CLODS, STICKS, GRASS. MAT/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
4. THE DETAIL SHOWN IS FOR SLOPE MATTING. FOR CHANNEL OR PIPE OUTFALL MATTING SPECIFICATIONS, PLEASE REFER TO NCESCPDM STANDARD #6.17 AND MANUFACTURER'S GUIDELINES.

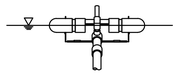
MAINTENANCE:

1. INSPECT ROLLED EROSION CONTROL PRODUCTS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (0.5" OR GREATER) RAINFALL EVENT REPAIR IMMEDIATELY.
2. GOOD CONTACT WITH THE GROUND MUST BE MAINTAINED, AND EROSION MUST NOT OCCUR BENEATH ROLLED EROSION CONTROL PRODUCTS
3. ANY AREAS OF ROLLED EROSION CONTROL PRODUCTS THAT ARE DAMAGED OR NOT IN CLOSE CONTACT WITH THE GROUND SHALL BE REPAIRED AND STAPLED.
4. IF EROSION OCCURS DUE TO POORLY CONTROLLED DRAINAGE, THE PROBLEM SHALL BE FIXED AND THE ERODED AREA PROTECTED.
5. MONITOR AND REPAIR THE ROLLED EROSION CONTROL PRODUCTS AS NECESSARY UNTIL THE GROUND COVER IS ESTABLISHED.

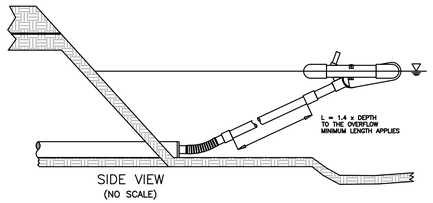
EMBANKMENT MATTING DETAIL NTS



TOP VIEW



END VIEW



SIDE VIEW
(NO SCALE)

GENERAL NOTES
1. PROPER DESIGN MUST BE COMPETED TO MINIMIZE PIPING AROUND DISCHARGED PIPE
2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE
3. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS
4. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED
5. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE
6. INSPECT SYSTEM REGULARLY TO ENSURE ITS FUNCTIONING IN A CORRECT MANNER
7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEBSITE FOR EACH SIZE

J. W. FAIRCLOTH & SON INC.
WWW.FAIRCLOTHSKIMMER.COM
TELEPHONE : (919) 732-1244
FAX: (919) 732-1266
EMAIL: WARREN@FAIRCLOTHSKIMMER.COM

2018 | FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH EMBANKMENT NTS

DEFINITION: A SMALL STONE DAM STRUCTURE WITH A WEIR OUTLET WITH A SEDIMENT STORAGE AREA ON THE UPPER SIDE.

PURPOSE: TO REDUCE EROSION IN A DRAINAGE CHANNEL BY RESTRICTING THE VELOCITY OF FLOW. THIS STRUCTURE ALSO HAS SOME ABILITY TO PROVIDE SEDIMENT CONTROL.

CONSTRUCTION SPECIFICATIONS:
1. PLACE STRUCTURAL STONE (CLASS B) TO THE LINES AND DIMENSIONS SHOWN ON THE PLAN ON A FILTER FABRIC FOUNDATION. THE CREST WIDTH OF THE DAM SHOULD BE A MINIMUM OF 2 FEET.
2. KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW THE END WHERE THE DAM ABUTS THE CHANNEL BANKS.
3. PLACE SEDIMENT CONTROL STONE (#5 OR #57) ON THE UPSTREAM SIDE OF THE DAM THAT IS A MINIMUM OF 1 FOOT THICK.
4. PROVIDE AN APRON THAT IS 3 TIMES THE HEIGHT OF THE DAM. THE APRON WIDTH IS AT LEAST 4 FEET LONG. UNDERCUT THE APRON SO THAT THE TOP OF THE APRON IS FLUSH WITH THE SURROUNDING GRADE.
5. EXTEND THE STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
6. EXCAVATE SEDIMENT STORAGE AREA TO THE DIMENSIONS SHOWN ON THE PLAN

MAINTENANCE: INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STRAW, LIMBS, OR OTHER DEBRIS THAT COULD CLOG THE CHANNEL WHEN NEEDED. ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, ADDITIONAL MEASURES CAN BE TAKEN SUCH AS, INSTALLING A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL (PRACTICE 6.31, RIPRAP-LINE AND PAVED CHANNELS).
REMOVE SEDIMENT ACCUMULATED BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION, ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

2022 | ROCK WEIR TYPE 1 AND 2, PLAN AND DETAIL NTS

SILTSACK®
SPECIFICATIONS

NOTE: THE SILTSACK # WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

REGULAR FLOW SILTSACK ●
(FOR AREAS OF LOW TO MODERATE PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC -1

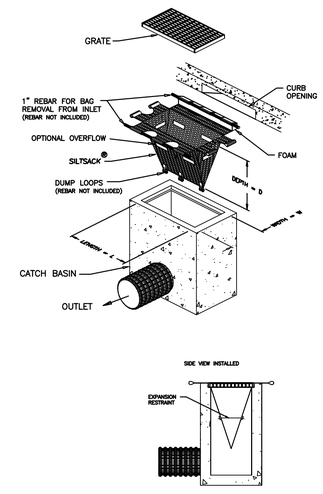
HI-FLOW SILTSACK ●
(FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

OIL-ABSORBANT SILTSACK ●
(FOR AREAS WHERE THERE IS A CONCERN FOR OIL RUN-OFF OR SPILLS)

DEPENDING ON YOUR PARTICULAR APPLICATION, THE SILTSACK CAN BE MADE FROM EITHER ONE OF THE ABOVE FABRICS WITH AN OIL-ABSORBANT PILLOW INSERT OR, MADE COMPLETELY FROM AN OIL-ABSORBANT SILTSACK # WITH A WOVEN PILLOW INSERT.

NOTES
1. INLET MAINTENANCE SHALL BE DOCUMENTED IN PROJECT LOG BOOK.
2. FILTER TYPES SHALL BE APPROVED BY THE CITY INSPECTOR PRIOR TO INSTALLATION.
3. FILTER BAGS MAY BE REMOVED WHEN SITE IS STABILIZED AT THE DIRECTION OF THE ENGINEER.
4. FILTER BAGS SHALL BE REMOVED PRIOR TO STREET ACCEPTANCE.
5. FILTER BAGS SHALL BE CLEANED OR REPLACED ON A REGULAR BASIS (NOT BE MORE THAN HALF FULL AT ANY TIME).
6. FILTER BAGS SHALL NOT BE ALLOWED IN EXISTING CITY OR NCDOT ROADS.



INSTALLATION DETAIL

MAINTENANCE:

INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (0.5" OR GREATER) RAINFALL EVENT.

CLEAR THE SILT SACK OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE THE SILT SACK DURING CLEANOUT.

REMOVE THE SILT SACK ONCE THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

2018 | SILT SACK NTS

North Carolina One-Call Center
811 K. Buchanan Blvd, Ste 107
Gastonia, NC 28054
(704) 922-0000

2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1-800-632-4949
IT'S FREE! IT'S THE LAW!
CONTRACTOR SHALL CONTACT NC ONE CALL CENTER AT LEAST EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

Call BEFORE you DIG!
"It's The Law"

DESCRIPTION	DATE	REVISION

4525 FORTUNE AVE PRELIM.

EROSION CONTROL DETAILS 1

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING

PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

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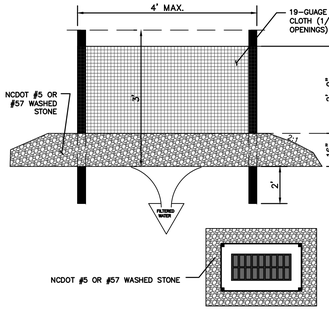
ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 054082 ENGINEER ELIZABETH NEW

7/19/2024

C420



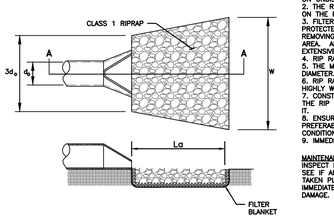
DEFINITION: A TEMPORARY MEASURE OF WIRE-MESH HARDWARE CLOTH AROUND STEEL POSTS SUPPORTING WASHED STONE PLACED AROUND THE OPENING OF A DROP INLET.

PURPOSE: TO PREVENT SEDIMENT FROM ENTERING YARD INLETS, GRATED STORM DRAINS OR DROP INLETS DURING CONSTRUCTION. THIS PRACTICE ALLOWS EARLY USE OF THE STORM DRAIN SYSTEM.

MAINTENANCE: INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.

CONSTRUCTION SPECIFICATIONS:
1. UNIFORMLY GRADE A SHALLOW DEPRESSION APPROACHING THE INLET.
2. DRIVE 5-FOOT STEEL POSTS 2 FEET INTO THE GROUND SURROUNDING THE INLET. SPACE POSTS EVENLY AROUND THE PERIMETER OF THE INLET,A MAXIMUM OF 4 FEET APART.
3. SURROUND THE POSTS WITH WIRE MESH HARDWARE CLOTH. SECURE THE WIRE MESH TO THE STEEL POSTS AT THE TOP, MIDDLE AND BOTTOM. PLACING A 2-FOOT FLAP OF THE WIRE MESH UNDER THE GRAVEL FOR ANCHORING IS RECOMMENDED.
4. PLACE CLEAN GRAVEL (NCDOT #5 OR #57 STONE) ON A 2:1 SLOPE WITH A HEIGHT OF 16 INCHES AROUND THE WIRE, AND SMOOTH TO AN EVEN GRADE.
5. ONCE THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE ACCUMULATED SEDIMENT, AND ESTABLISH FINAL GRADING ELEVATIONS.
6. COMPACT THE AREA PROPERLY AND STABILIZED IT WITH GROUND COVER.

2018 | INLET PROTECTION NTS



LOCATION	Q(cfs)	d_0	La	W	d_{50}	d	THICKNESS
FES 1	1.91	18"	10'	4.7'	0.2'	18"	0.45"

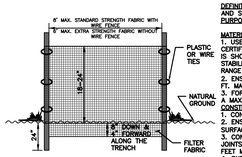
CONSTRUCTION SPECIFICATIONS:

1. ENSURE THAT THE SUBGRADE FOR THE FILTER AND RIP RAP FOLLOWS THE REQUIRED LINES AND GRADES AS SHOWN IN THE PLAN. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO THE DENSITY OF THE SURROUNDING UNDISTURBED MATERIAL. LOW AREAS IN THE SUBGRADE ON UNDISTURBED SOIL MAY ALSO BE FILLED BY INCREASING THE RIP RAP THICKNESS.
2. THE RIP RAP AND GRAVEL FILTER MUST CONFORM TO THE SPECIFIED GRADING LIMITS SHOWN ON THE PLANS.
3. FILTER CLOTH, WHEN USED, MUST MEET DESIGN REQUIREMENTS AND BE PROPERLY PROTECTED FORM PUNCHING OR TEARING DURING INSTALLATION. REPAIR ANY DAMAGE BY REMOVING THE RIP RAP AND PLACING ANOTHER PIECE OF FILTER CLOTH OVER THE DAMAGED AREA. ALL CONNECTING JOINTS SHOULD OVERLAP A MINIMUM OF 1 FT. IF THE DAMAGE IS EXTENSIVE, REPLACE THE ENTIRE FILTER CLOTH.
4. RIP RAP MAY BE PLACED BY EQUIPMENT, BUT TAKE CARE TO AVOID DAMAGING THE FILTER.
5. THE MINIMUM THICKNESS OF THE RIP RAP SHOULD BE 1.5 TIMES THE MAXIMUM STONE DIAMETER.
6. RIP RAP MAY BE FIELD STONE OR ROUGH QUARRY STONE. IT SHOULD BE HARD, ANGULAR, HIGHLY WEATHER-RESISTANT AND WELL GRADED.
7. CONSTRUCT THE APRON ON ZERO GRADE WITH NO OVERALL AT THE END. MAKE THE TOP OF THE RIP RAP AT THE DOWNSTREAM END LEVEL WITH THE RECEIVING AREA OR SLIGHTLY BELOW IT.
8. ENSURE THAT THE APRON IS PROPERLY ALIGNED WITH THE RECEIVING STREAM AND PREFERABLY STRAIGHT THROUGHOUT ITS LENGTH. IF A CURVE IS NEEDED TO FIT SITE CONDITIONS, PLACE IT IN THE UPPER SECTION OF THE APRON.
9. IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL DISTURBED AREAS WITH VEGETATION.

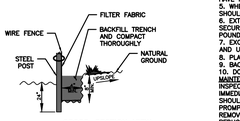
MAINTENANCE:
INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIP RAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

NOTES:
1. La IS THE LENGTH OF THE RIPRAP APRON
   d50 = MEDIAN STONE SIZE
   d=MAXIMUM STONE SIZE
2. THICKNESS=1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
3. IN A WELL DEFINED CHANNEL EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAIL WATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIP RAP AND SOIL FOUNDATION.

2018 | RIP-RAP APRON NTS



FRONT VIEW OF FENCE



CROSS-SECTION VIEW AT POST TRENCH

DEFINITION: A TEMPORARY SEDIMENT CONTROL MEASURE CONSISTING OF FABRIC BURIED AT THE BOTTOM, STRETCHED, AND SUPPORTED BY POSTS.
PURPOSE: TO RETAIN SEDIMENT FROM SMALL DISTURBED AREAS BY REDUCING THE VELOCITY OF SHEET FLOWS TO ALLOW SEDIMENT DEPOSITION.

MATERIALS:
1. USE A SYNTHETIC FILTER FABRIC OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS OR POLYESTER, WHICH IS CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE REQUIREMENTS IN ASTM D-6461, WHICH IS SHOWN IN PART IN TABLE 6.62b. SYNTHETIC FILTER FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE 0 TO 120° F.
2. ENSURE THAT THE POSTS FOR SEDIMENT FENCES ARE 1.33 LB/LINEAR FT STEEL WITH A MINIMUM LENGTH OF 4 FT. MAKE SURE THAT STEEL POSTS HAVE PROJECTIONS TO FACILITATE FASTENING THE FABRIC.
3. FOR REINFORCEMENT OF STANDARD STRENGTH FILTER FABRIC, USE WIRE FENCE WITH A MINIMUM 14 GAUGE AND A MAXIMUM MESH SPACING OF 6 INCHES.

CONSTRUCTION SPECIFICATIONS:
1. CONSTRUCT THE SEDIMENT BARRIER OF STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRIC.
2. ENSURE THAT THE HEIGHT OF THE SEDIMENT FENCE DOES NOT EXCEED 24 INCHES ABOVE THE GROUND SURFACE. (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).
3. CONSTRUCT THE FILTER FABRIC FROM A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FILTER CLOTH ONLY AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
4. SUPPORT STANDARD STRENGTH FILTER FABRIC BY WIRE MESH FASTENED SECURELY TO THE UP SLOPE SIDE OF THE POSTS. EXTEND THE WIRE MESH SUPPORT TO THE BOTTOM OF THE TRENCH. FASTEN THE WIRE REINFORCEMENT, THEN FABRIC ON THE UP SLOPE SIDE OF THE FENCE POST. WIRE OR PLASTIC ZIP TIES SHOULD HAVE MINIMUM 50 POUND TENSILE STRENGTH.
5. WHEN A WIRE MESH SUPPORT FENCE IS USED, SPACE POSTS A MAXIMUM OF 8 FEET APART. SUPPORT POSTS SHOULD BE DRIVEN SECURELY INTO THE GROUND TO A MINIMUM OF 24 INCHES.
6. EXTRA STRENGTH FILTER FABRIC WITH A 6 FOOT POST SPACING DOES NOT REQUIRE WIRE MESH SUPPORT FENCE. SECURELY FASTEN THE FILTER FABRIC DIRECTLY TO POSTS. WIRE OR PLASTIC ZIP TIES SHOULD HAVE A MINIMUM 50 POUND TENSILE STRENGTH.
7. EXCAVATE A TRENCH APPROXIMATELY 4 INCHES WIDE AND 8 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UP SLOPE FROM THE BARRIER.
8. PLACE 12" OF THE FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
9. BACKFILL THE TRENCH WITH COMPACTED SOIL OR GRAVEL PLACED OVER THE FILTER FABRIC AND COMPACT.
10. DO NOT ATTACH FILTER FABRIC TO EXISTING TREES.

MAINTENANCE:
INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEAN OUT.
REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

2018 | SILT FENCE NTS

IF THE TEMPORARY SEDIMENT BASIN WILL BE CONVERTED TO A PERMANENT STORMWATER BASIN OF GREATER DEPTH, THE BAFFLE HEIGHT SHOULD BE BASED ON THE POOL DEPTH DURING USE AS A TEMPORARY SEDIMENT BASIN

NOTE: INSTALL THREE (3) COIR FIBER BAFFLES IN BASINS AT DRAINAGE OUTLETS WITH A SPACING OF 1/4 THE BASIN LENGTH. TWO (2) COIR FIBER BAFFLES CAN BE INSTALLED IN THE BASINS LESS THAN 20 FT. IN LENGTH WITH A SPACING OF 1/3 THE BASIN LENGTH

BAFFLE NTS

NOTES:
1. A STABILIZED ENTRANCE PAD OF #5 WASHED STONE OR RAIL ROAD BALLAST SHALL BE LOCATED WHERE TRAFFIC WILL ENTER OR LEAVE THE CONSTRUCTION SITE ONTO A PUBLIC STREET
2. FILTER FABRIC OR COMPACTED CRUSHER RUN STONE SHALL BE USED AS A BASE FOR THE CONSTRUCTION ENTRANCE
3. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS WARRANT AND REPAIR OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
4. ANY SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY.
5. WHEN APPROPRIATE, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN SEE STD. NO. 30.11B
6. NCDOT MAY REQUIRE A STANDARD COMMERCIAL DRIVEWAY (STD. 10.24 AND 10.25) TO ACCESS THE CONSTRUCTION SITE IF THE DRIVEWAY IS ON A THOROUGHFARE.

2018 | STABILIZED CONSTRUCTION ENTRANCE NTS

DEFINITION: A GRAVELED AREA OR PAD LOCATED AT POINTS WHERE VEHICLES ENTER AND LEAVE A CONSTRUCTION SITE.

PURPOSE: TO PROVIDE A BUFFER AREA WHERE VEHICLES CAN DROP THEIR MUD AND SEDIMENTATION TO AVOID TRANSPORTING IT ONTO PUBLIC ROADS, TO CONTROL EROSION FROM SURFACE RUNOFF, AND TO HELP CONTROL DUST.

CONSTRUCTION SPECIFICATIONS: 1. CLEAR THE ENTRANCE AND EXIT AREA OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL AND PROPERLY GRADE IT.
2. PLACE THE GRAVEL TO THE SPECIFIC GRADE AND DIMENSIONS SHOWN ON THE PLANS AND SMOOTH IT.
3. PROVIDE DRAINAGE TO CARRY WATER TO A SEDIMENT TRAP OR OTHER SUITABLE OUTLET.
4. USE GEOTEXTILE FABRICS BECAUSE THEY IMPROVE STABILITY OF THE FOUNDATION IN LOCATIONS SUBJECT TO SEEPAGE OR HIGH WATER TABLE.

MAINTENANCE: MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY REQUIRE PERIODIC TOPDRESSING WITH 2 INCH STONE. AFTER EACH RAINFALL, INSPECT ANY STRUCTURE USED TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TRACKED ONTO PUBLIC ROADWAYS.

2018 | TEMPORARY CONSTRUCTION ENTRANCE NTS

SLOPE INSTALLATION

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
   NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A) PARALLEL TO THE DIRECTION OF WATER FLOW, (B) WITH APPROPRIATE SIDE AGAINST SOIL SO THAT RECP's WILL UNROLL IN THE DIRECTION OF FLOW, AND (C) BUTTED SNUGLY WITH APPROPRIATE SIDE OVERLAPS. RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM™, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" – 3" (5 CM – 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH.
   NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

2018 | SLOPE INSTALLATION NTS

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DESCRIPTION	DATE	REVISION

4525 FORTUNE AVE PRELIM.

EROSION CONTROL DETAILS 2

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW
PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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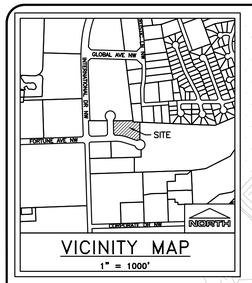
NORTH CAROLINA PROFESSIONAL SEAL 054662 ENGINEER MARY ELIZABETH NEW

7/19/2024

C421



VICINITY MAP
1" = 1000'

NORTH

0 20 40 FEET
1" = 20 FEET

RIM=710.86
INV. OUT= 701.16
21
0.000
CL CUL

INTERNATIONAL BUSINESS PARK PHASE 2 MAP 1
PARCEL PIN NO. 5601551471
DB. 1345, PG. 162
PB. 48 PG. 45
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

ZONED C-2

EDWARD EVON HELMS, JR.
LOTS 27 &28 BLK A SIDES REALTY
PARCEL PIN NO. 5601757168
DB. 501, PG. 97
PB. 10,PG. 64

ZONED RV

S87°40'52"E
16.01'

1/2" REBAR

1/2" REBAR SET

S87°33'36"E

S89°59'36"E 280.25'

CONCRETE TRANSFORMER PAD

1/2" REBAR SET

REF. POINT

N 88°31'05" E
68.07'

N 1°28'55" W
21.99'

N 1°28'55" W
149.01'

BLDG TIE IN
RIM: 707.00
STA: 0+00, 0.00'
INV. OUT: 700.00

9.61LF/4"PVC/6.25%

CO
RIM: 704.68
STA: 0+09.61, 0.00'
INV. IN: 699.39
INV. OUT: 699.19

161.98LF/4"PVC/2.00%

SSMH
RIM: 699.93
STA: 1+71.59, 0.00'
INV. IN: 687.85
INV. OUT: 687.65

39.09LF/4"PVC/7.00%

EX. SSMH
RIM: 694.21
STA: 2+10.68, 0.00'
INV. IN: 684.91

2-00

SS11

±22,021 SQ

8" PVC 366.46'

SSMH
RIM=695.31
INV. IN= 684.91
INV. OUT=684.81

LOT 1 INTERNATIONAL BUSINESS PA
PARCEL PIN NO. 5601845596
DB. 570, PG. 32, DB. 572, PG. 27(
PB. 48, PG. 45
NOLIM GROUP S A D/B/A NOLIM GI

ZONED I-2

30' SANITARY SEWER EASEMENT PER DB 118, PG. 213

CONCRETE

BC INLET
RIM=711.55
INV.IN=708.65
INV.OUT=708.55

18" RCP

8" PVC

8" WATER LINE

IUSINESS PARK PHASE 2 MAP 1
42903

/A NOLIM GROUP S A INC

ZONED I-2

TRADE STREET
80' PUBLIC R/W

BC INLET
RIM=711.90
INV.IN=709.80
INV.OUT=709.70

18" RCP

24" RCP

1/2" REBAR SET

TO
INTERNATIONAL DRIVE

BC INLET
RIM=715.76
INV.=711.35

SSMH
RIM=712.95
INV. IN=699.63
INV. OUT=699.55

BC INLET
RIM=713.32
INV.OUT=706.32

36" RCP

BC INLET
RIM=705.11
INV.=697.19

FORTUNE AVENUE
80' PUBLIC R/W

36" RCP

8" PVC

BC INLET
RIM=709.10
INV.=701.30

SSMH
RIM=701.98
INV. IN= 691.06
INV. OUT=690.98

8" WATER LINE

ZONED I-2

N75°01'35"E
3864.54' GROUND
3863.96' GRID

CITY OF CONCORD
MONUMENT "WCA8"
NC GRID NAD 83 (1986)
N 613778.93
E 1503982.84
CGF=0.9998491

POINT OF COMMENCEMENT

LOT 3A INTERNATIONAL BUSINESS PARK PHASE 2
PARCEL PIN NO. 5601744671
DB. 1345, PG. 162
PB. 50 PG. 44
NOLIM GROUP S A D/B/A NOLIM GROUP S A INC

BC INLET
RIM=698.96
INV.=693.66

SSMH
RIM=697.00
INV. IN= 686.68
INV. OUT=686.60

48" RCP

70' RADIUS (TO R/W)

BC INLET
RIM=692.28
INV.=685.7

18" RCP

BC INLET
RIM=692.18
INV.=685.68

48" RCP
INV.= 685.0

N70°16'37"E

1/2" REBAR SET

1/2" REBAR

REBAR SET

1/2" REBAR

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Jacksonville, NC 28546
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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

OVERALL UTILITIES

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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CONCORD, NC 28026
O. 704.786.5404

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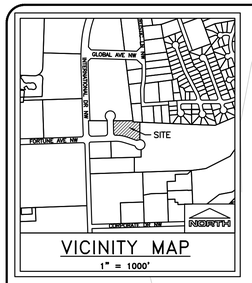
NORTH CAROLINA PROFESSIONAL SEAL 054082 ENGINEER ELIZABETH NOLEN

7/19/2024

C600



VICINITY MAP
1" = 1000'

NORTH

0 10 20 FEET
1" = 10 FEET

SSMH
RIM=710.86
INV. OUT= 701.16

70' RADIUS (TO R/W)

18" RCP

21
0.000
CL CUL

CONCRETE TRANSFORMER PAD

CP

1/2" REBAR SET
REF. POINT

S89°59'36"E 280.25'

BC INLET
RIM=711.55
INV.IN=708.65
INV.OUT=708.55

±74.09 LF 6" DIP

±9.89 LF 6" C900

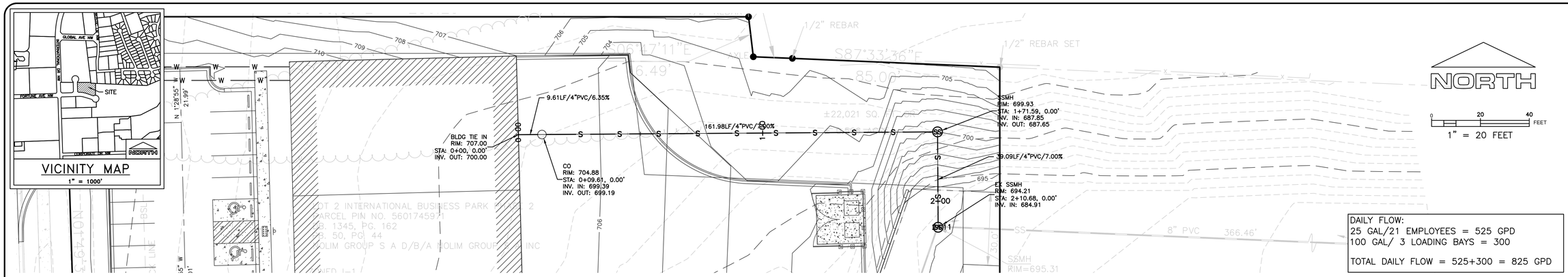
2" BACKFLOW

6X2X6 TEE

±86.83 LF 6" C900

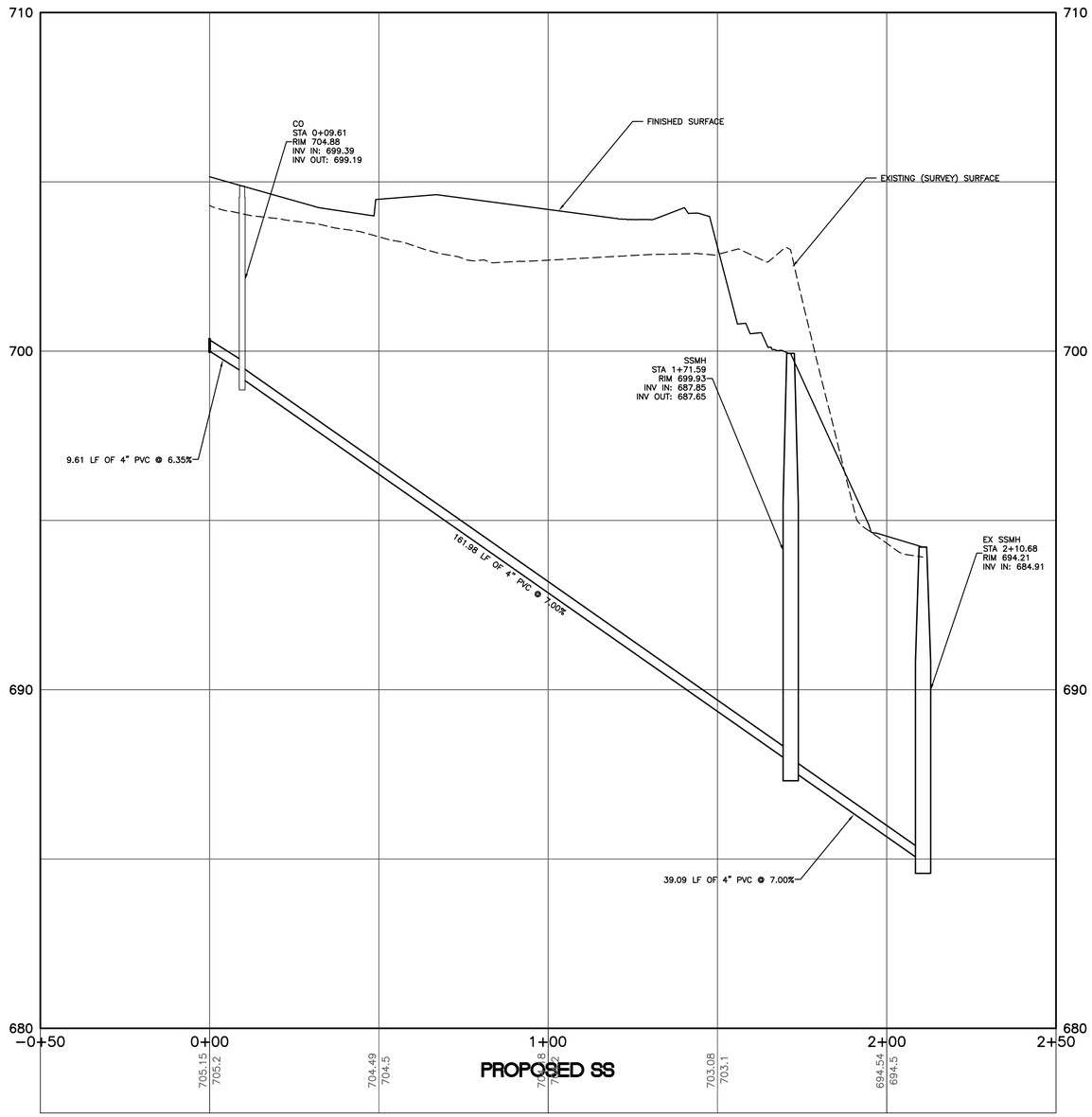
707
708
709
710

W W W



DAILY FLOW:
25 GAL/21 EMPLOYEES = 525 GPD
100 GAL/ 3 LOADING BAYS = 300

TOTAL DAILY FLOW = 525+300 = 825 GPD



HORIZONTAL SCALE

0 20 40 FEET

1" = 20 FEET

VERTICAL SCALE

0 2 4 FEET

1" = 2 FEET

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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

SANITARY SEWER LAYOUT

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

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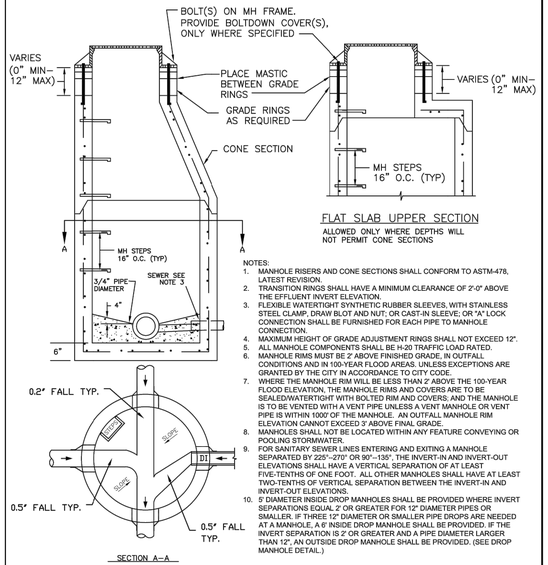
NORTH CAROLINA PROFESSIONAL SEAL 054668 ENGINEER ELIZABETH NOEL NEW

7/19/2024

C602



NOTES:
1. MANHOLE RISERS AND CONE SECTIONS SHALL CONFORM TO ASTM-478, LATEST REVISION.
2. TRANSITION RINGS SHALL HAVE A MINIMUM CLEARANCE OF 2'-0" ABOVE THE EFFLUENT INVERT ELEVATION.
3. FLEXIBLE WATERTIGHT SYNTHETIC RUBBER SLEEVES, WITH STAINLESS STEEL CLAMP, DRAW BLOT AND NUT; OR CAST-IN SLEEVE; OR "A" LOCK CONNECTION SHALL BE FURNISHED FOR EACH PIPE TO MANHOLE CONNECTION.
4. MAXIMUM HEIGHT OF GRADE ADJUSTMENT RINGS SHALL NOT EXCEED 12".
5. ALL MANHOLE COMPONENTS SHALL BE H-20 TRAFFIC LOAD RATED.
6. MANHOLE RIMS MUST BE 2' ABOVE FINISHED GRADE, IN OUTFALL CONDITIONS AND IN 100-YEAR FLOOD AREAS. UNLESS EXCEPTIONS ARE GRANTED BY THE CITY IN ACCORDANCE TO CITY CODE.
7. WHERE THE MANHOLE RIM WILL BE LESS THAN 2' ABOVE THE 100-YEAR FLOOD ELEVATION, THE MANHOLE RIMS AND COVERS ARE TO BE SEALED/WATERTIGHT WITH BOLTED RIM AND COVERS; AND THE MANHOLE IS TO BE VENTED WITH A VENT PIPE UNLESS A VENT MANHOLE OR VENT PIPE IS WITHIN 1000' OF THE MANHOLE. AN OUTFALL MANHOLE RIM ELEVATION CANNOT EXCEED 5' ABOVE FINAL GRADE.
8. MANHOLES SHALL NOT BE LOCATED WITHIN ANY FEATURE CONVEYING OR POOLING STORMWATER.
9. FOR SANITARY SEWER LINES ENTERING AND EXITING A MANHOLE SEPARATED BY 225°–270° OR 90°–135°, THE INVERT-IN AND INVERT-OUT ELEVATIONS SHALL HAVE A VERTICAL SEPARATION OF AT LEAST FIVE-TENTHS OF ONE FOOT. ALL OTHER MANHOLES SHALL HAVE AT LEAST TWO-TENTHS OF VERTICAL SEPARATION BETWEEN THE INVERT-IN AND INVERT-OUT ELEVATIONS.
10. 5' DIAMETER INSIDE DROP MANHOLES SHALL BE PROVIDED WHERE INVERT SEPARATIONS EQUAL 2' OR GREATER FOR 12" DIAMETER PIPES OR SMALLER. IF THREE 12" DIAMETER OR SMALLER DROPS ARE NEEDED AT A MANHOLE, A 6' INSIDE DROP MANHOLE SHALL BE PROVIDED. IF THE INVERT SEPARATION IS 2' OR GREATER AND A PIPE DIAMETER LARGER THAN 12", AN OUTSIDE DROP MANHOLE SHALL BE PROVIDED. (SEE DROP MANHOLE DETAIL.)

PIPE DIAMETER (INCHES)	MANHOLE DIAMETER (FEET)
8 TO 16	4
18 TO 36	5
39 TO 54	6
54 AND LARGER	8

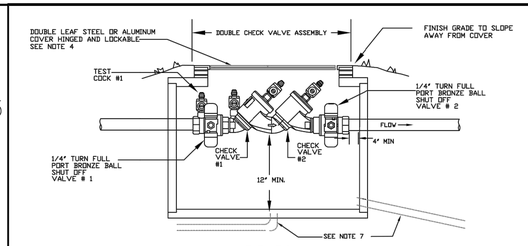
Concord NORTH CAROLINA High Performance Living

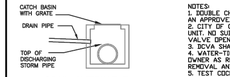
CITY OF CONCORD STANDARD DETAIL

PRECAST CONCRETE MANHOLE

No.	Date	By	REVISION
1	2/27/20	SVM	STEP SPACING

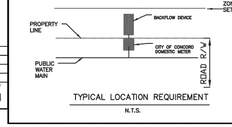
Drawn By:	Checked By:	Approved By:	Date	Sht	of
SVM	GS	MSH	07/21	1	1





DRAIN ALTERNATIVE:
TIE INTO CATCH BASIN OR STORMWATER MANHOLE PER DETAIL SHOWN ABOVE. NO TIE IN TO STORMWATER PIPE WILL BE ACCEPTED.
N.T.S.

NOTES:
1. DOUBLE CHECK VALVE ASSEMBLY MUST CONFORM TO CITY OF CONCORD SPECIFICATIONS AND BE AN APPROVED MODEL.
2. CITY OF CONCORD APPROVED DCVA INCLUDES SHUT OFF VALVES #1 AND #2 AS PART OF THE UNIT. NO SUBSTITUTIONS SHALL BE PERMITTED. 4" OF CLEARANCE SHALL BE PROVIDED WITH VALVE OPEN.
3. DCVA SHALL BE SUPPORTED WITH ADEQUATE SUPPORT PEDESTAL(S) AS NEEDED.
4. WATER-TIGHT VAULT, DOORS OR COVERS AND SUPPORT ASSEMBLY SHALL BE DESIGNED BY OWNER AS REQUIRED. VAULT DOORS MUST FLUSH MOUNT AND ACCOMODATE BACKFLOW ASSEMBLY REMOVAL AND VALVE ACCESS.
5. TEST COCK #1 SHALL BE UPSTREAM OF SHUT OFF VALVE #1 AND IS PART OF THE ASSEMBLY. ALL TEST COCKS INSTALLED UPRIGHT AND IN THE HORIZONTAL POSITION.
6. DRAIN PORT TO BE SIZED IN ACCORDANCE WITH "DRAIN PORT TABLE" IN BACKFLOW MANUAL. MUST DRAIN BY GRAVITY TO ATMOSPHERE, OR CONNECT TO STORM DRAINAGE. DRAINAGE MAY BE PROVIDED AS SHOWN OR AS A FLOOR DRAIN. IF DRAINAGE CANNOT BE PROVIDED TO FREE ATMOSPHERE OR STORM DRAINAGE, THE DCVA'S SHALL BE INSTALLED ABOVE GROUND.



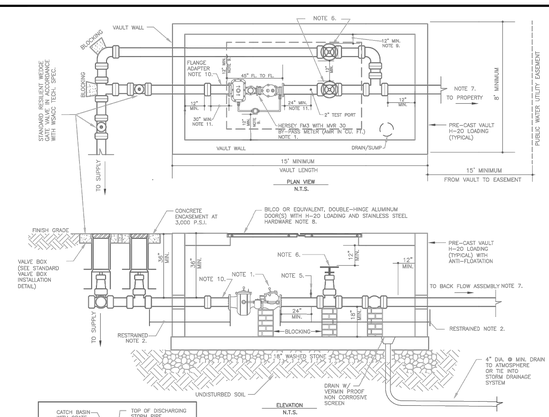
CONCORD NORTH CAROLINA ...a city mastering the future...

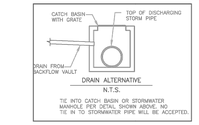
STANDARD DETAIL BACKFLOW PREVENTION

BELOW GROUND 2–INCH DOUBLE CHECK VALVE ASSEMBLY (DCVA)

No.	Date	By	REVISION
3	9–13–07	SM	DOMESTIC DETAIL, PIPE EDITS
2	8–30–06	SM	LOCATION DETAIL
1	10–8–96	MP	PAD

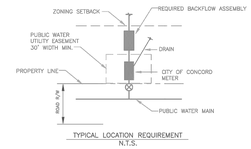
Drawn By:	Checked By:	Approved By:	Date	Sht	of
MP/SVM			11/94	6	15





DRAIN ALTERNATIVE
N.T.S.
TIE INTO CATCH BASIN OR STORMWATER MANHOLE PER DETAIL SHOWN ABOVE. NO TIE IN TO STORMWATER PIPE WILL BE ACCEPTED.

GENERAL NOTES:
1. HERSEY FM3 6" WITH 2" MVR–3G BY–PASS METER WATER METER ASSEMBLY EQUIPPED WITH AMR READ CUBIC FEET REGISTRATION, OR EQUAL. THE LOCATION OF THE FITTINGS MUST COMPLY WITH THE MANUFACTURES RECOMMENDATIONS FOR STRAIGHT PIPE CONDITIONS.
2. MASTER METER ASSEMBLY TO BE RESTRAINED DUCTILE IRON FLANGE PIPE WITHIN VAULT
3. WATER MAIN AND FITTINGS TO BE A MAXIMUM OF 3.5 BELOW FINISHED GRADE
4. PRECAST CONCRETE, BELOW–GROUND VAULT(S) WITH H–20 LOADING. VAULT(S) AND OPENINGS SHALL BE WATER TIGHT AND SEALED. MASTIC GASKETS, NON–SHRINKING GROUT AND RESILIENT PIPE CONNECTORS SHALL BE USED, AS REQUIRED. ANTI–FLOATION MEASURES MUST BE PROVIDED.
5. 2–INCH TEST PORT BY TAP–SADDLE, BALL VALVE, AND PLUG
6. RESILENT WEDGE GATE, VALVE NON–RISING STEM WITH HAND WHEEL.
7. APPROPRIATE BACKFLOW ASSEMBLY, IN ACCORDANCE WITH THE CITY OF CONCORD CODE OF ORDINANCE. BACKFLOW ASSEMBLY MUST BE LOCATED WITHIN 5–FEET OF METER UNLESS OTHERWISE APPROVED BY THE CITY OF CONCORD BACKFLOW ADMINISTRATOR.
8. THE DOOR(S) MUST BE FLUSH MOUNT, LOCKABLE AND SIZED SUCH THAT THE VALVES, METER, AND TEST PORT ARE LOCATED WITHIN THE DOOR(S) OPENING AND ACCESSIBLE TO CITY OF CONCORD STAFF.
9. 12–INCHES OF HORIZONTAL CLEARANCE MUST BE PROVIDED BETWEEN THE INTERIOR VAULT WALL AND ANY ASSOCIATED FITTINGS OR APPURTENANCES AND 12–INCHES OF HORIZONTAL CLEARANCE BETWEEN ALL INTERNAL BY–PASS ASSEMBLY FITTINGS AND THE METER ASSEMBLY FITTINGS.
10. ROMAC CS400 DISMANTLING JOINT OR EQUIVALENT.
11. ALL BENDS AND/OR VALVE FITTINGS SHALL BE LOCATED AT LEAST 30–INCHES FROM THE COMPOUND METER'S FRONT FLANGE AND 20–INCHES FROM METER'S REAR FLANGE. THE TEST PORT CONNECTION SHALL BE LOCATED AT LEAST 24–INCHES FROM THE METER'S REAR FLANGE.
12. SHOP DRAWINGS FOR PROPOSED VAULT(S), METER, DOOR(S), AND ASSEMBLY MUST BE SUBMITTED TO THE CITY OF CONCORD ENGINEERING DEPARTMENT FOR APPROVAL PRIOR TO CONSTRUCTION.



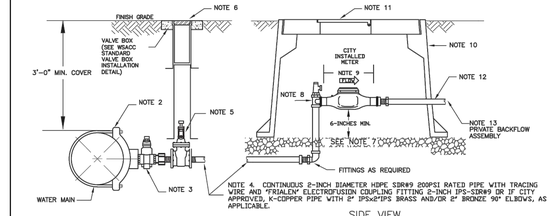
6" WATER METER WITH 2" BY–PASS ASSEMBLY WITH H–20 LOADING VAULT STANDARD DETAIL

Concord NORTH CAROLINA High Performance Living

MASTER WATER METER ASSEMBLY FOR PRIVATE WATER DISTRIBUTION SYSTEMS

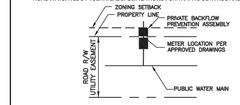
No.	Date	By	REVISION
1	3–31–15	SVM	Removal of "Compound" text and title change

Drawn By:	Checked By:	Approved By:	Date	Sht	of
SVM		MSH	01/13		



SIDE VIEW
NOT TO SCALE

GENERAL NOTES:
1. FOR RESIDENTIAL, NON–RESIDENTIAL, MULTI–FAMILY, COMMERCIAL, AND /OR INDUSTRIAL SITE DEVELOPMENT AND /OR IN CONJUNCTION WITH A PERMITTED PUBLIC MAIN EXTENSION; THE 2–INCH WATER SERVICE(S) SHALL BE DEVELOPER INSTALLED, UNLESS OTHERWISE SPECIFIED BY THE CITY.
2. 2–INCH TAPPING SADDLE: 2–INCH TAPPING SADDLES SHALL BE BRASS MANUFACTURED BY FORD "S–70", MUELLER "H–13420", OR EQUAL; 6–INCH TO 12–INCH TAPPING SADDLE SHALL BE DOUBLE STRAP, STAINLESS STEEL, EPOXY OR NYLON COATED; OR SOLID BRASS MANUFACTURED BY SMITH BLAIR "317", ROMAC "202N", OR EQUAL.
3. BALL CORPORATION STOPS SHALL BE HIGH PRESSURE RATED AT 150 PSI BRASS COMPRESSION FITTING TYPE WITH STANDARD THREADS FOR INSERTION INTO THE TAPPING SADDLE AND WITH SERVICE PIPE CONNECTION INCLUDING COUPLING AND GASKET. CORPORATION STOPS MANUFACTURED BY MUELLER "H10045", FORD "FB1600", OR EQUAL.
4. 2–INCH DIAMETER HDPE SDR#9 200 PSI RATED PIPE WITH TRACING WIRE AND "FRIALEN" ELECTROFUSION COUPLING FITTINGS PER AWWA C901; OR IF AUTHORIZED BY THE CITY, K–COPPER PIPE WITH 2"IPSX2"IPS BRASS, 2" BRONZE 90–DEGREE ELBOWS, AS APPLICABLE.
5. GATE VALVE SHALL BE 2–INCH EPOXY COATED CAST IRON RESILIENT WEDGE FIP TO FIP CONNECTION WITH LEFT TURN OPERATION. GATE VALVE MANUFACTURE BY AMERICAN FLOW CONTROL SERIES 2500 WIS, MUELLER, OR EQUAL.
6. STANDARD VALVE BOX PROTECTION IWITH 2'–0" X 2'–0" CONCRETE PROTECTOR RING, CAST IRON IN ACCORDANCE WITH THE WATER & SEWER AUTHORITY OF CABARRUS COUNTY (WSACC) TECHNICAL STANDARDS MANUAL AND DETAILS.
7. 4 TO 6–INCHES OF COMPACTED WASHED STONE IN METER BOX BASE AND FOOTINGS.
8. 2–INCH BRASS METER VALVE FLANGE MANUFACTURED BY FORD "BFA13–777W" OR EQUAL.
9. THE HERSEY METER AND/OR AN OCTAVE METER, CAT # 1301009V402MM / 0318–F1–009, RADIO READ METER ASSEMBLY. ALL APPURTENANCES FOR THE INSTALLATION OF THE WATER METER; THE METER, BRASS GROUND LOCKABLE METER CUTOFF, GASKETS, AND EXPANSION CONNECTION; SHALL BE DEVELOPER INSTALLED AND INSPECTED BY THE CITY OF CONCORD. THE METER INSTALLATION MUST BE COORDINATED WITH AND AUTHORIZED BY THE DESIGNATED CITY OF CONCORD CONSTRUCTION INSPECTOR.
10. METER BOX SHALL BE GLASMASTERS UNDERGROUND ENCLOSURE OR A CITY APPROVED EQUAL; 17X30 STRAIGHT WALL –OPEN BOTTOM TIER B LOAD RATING BOX TIER WITH TWO MOUSE HOLES; AND SHALL HAVE A MINIMUM 12–INCH HEIGHT AND BE GRAY IN COLOR, MODEL NUMBER 517301252ONOB–1; OR CITY APPROVED EQUAL. ADDITIONAL BOX HEIGHT MUST BE AUTHORIZED BY THE CITY.
11. METER BOX LID SHALL BE GLASMASTERS UNDERGROUND ENCLOSURES OR A CITY APPROVED EQUAL; 17X30 COVER WITH SINGLE AMR MOUNTING HOLE, 2 THRU W/4.125 DIA X 0.25 DEPTH COUNTER BORE, WITH TIER 08 LOAD RATING AND GRAY IN COLOR, MODEL NUMBER S 17305N08–1–WA; OR CITY APPROVED EQUAL. THE METER BOX RIM AND COVER SHALL BE SET FLUSH TO FINAL GRADE. METER BOX ASSEMBLY SHALL NOT BE LOCATED WITHIN AREAS SUBJECT TO VEHICULAR AND PEDESTRIAN TRAFFIC AND/OR DRAINAGE FEATURES.
12. PIPE TO EXTEND AT LEAST 12–INCHES PAST METER BOX TO FACILITATE SERVICE CONNECTION.
13. THE PRIVATE BACKFLOW: A CITY APPROVED BACKFLOW PREVENTION DEVICE SHALL BE AS REQUIRED BY LOCAL ORDINANCE. THE DEVELOPER'S UTILITY CONTRACTOR SHALL INSTALL A BACKFLOW PREVENTION ASSEMBLY WITH ENCLOSURE ON WATER SERVICE LINE WITHIN 5–FT METER ASSEMBLY IN A LEVEL AREA LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY/EASEMENT AND OUTSIDE AREAS SUBJECT TO VEHICULAR/PEDESTRIAN TRAFFIC, AND STORMWATER RUN–OFF/POOLING IN ACCORDANCE WITH THE LOCAL ORDINANCE AND BACKFLOW PREVENTION MANUAL.
14. FOR PROPOSED RESIDENTIAL AND NON–RESIDENTIAL, MULTI–FAMILY, COMMERCIAL, AND /OR INDUSTRIAL SITE DEVELOPMENT WITH NEW CURB INSTALLATION AND/OR CURB REPLACEMENT ON CITY OF CONCORD ROADWAYS, A "W" SHALL BE INSCRIBED IN THE FACE OF THE CURB ABOVE THE LOCATION OF THE INSTALLED WATER SERVICE.
15. FOR PAVEMENT OPEN CUTS ASSOCIATED WITH WATER SERVICE EXTENSION WITHIN CONCORD ROADWAYS, THE CONCORD'S DEVELOPMENT ORDINANCE/TECHNICAL STANDARDS MANUAL/MANUAL OF STANDARD DETAILS "MISC 202 UTILITY CUT REPLACEMENT DETAIL" IS TO BE UTILIZED FOR THE PAVEMENT CUT, PATCH, REPAIR, MILLING, AND OVERLAY OF CONCORD'S ROADWAYS. NCDOT TECHNICAL SPECIFICATIONS FOR TRAFFIC CONTROL AND SHORING WILL BE REQUIRED, AS APPLICABLE.



FINAL METER LOCATION TO BE IN COMPLIANCE WITH THE APPROVED DRAWINGS & CITY OF CONCORD ORDINANCE

Concord NORTH CAROLINA High Performance Living

WATER METER STANDARD DETAIL

TYPICAL 2–INCH WATER SERVICE LATERAL

No.	Date	By	REVISION

Drawn By:	Checked By:	Approved By:	Date	Sht	of
			04/24		

North Carolina One–Call Center
811 S. Blacknall Bank, Suite 2007
Charlotte, NC 28202
(704) 372–2428

2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1–800–632–4949
CONTRACTOR SHALL CONTACT NORTH CAROLINA ONE–CALL EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

Call BEFORE you DIG!
"It's The Law"

DESCRIPTION

DATE

REVISION

4525 FORTUNE AVE PRELIM.

UTILITIES DETAILS

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING

PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

www.cesicgs.com
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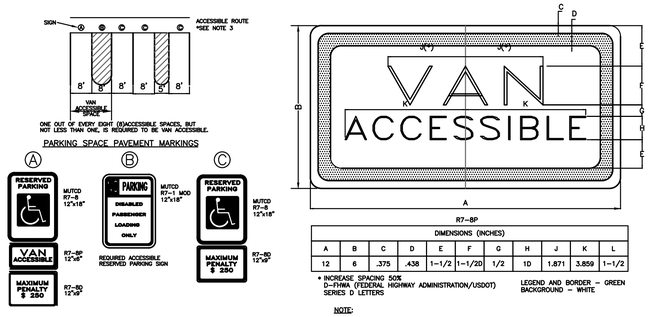
ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 049908 ENGINEER ELIZABETH MOORE

7/19/2024

C610



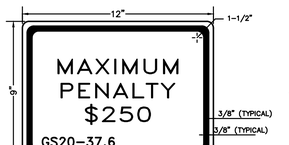
DIMENSIONS (INCHES)										
A	B	C	D	E	F	G	H	J	K	L
12	6	.375	.438	1-1/2	1-1/20	1/2	1D	1.871	3.859	1-1/2

* INCREASE SPACING 50% D-FHWA (FEDERAL HIGHWAY ADMINISTRATION/USDOT) SERIES D LETTERS

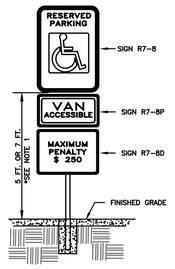
LEGEND AND BORDER – GREEN
BACKGROUND – WHITE

NOTE:

SUPPLEMENTAL ACCESSIBLE SIGN (R7-8D) USED ONLY AT THE FIRST ACCESSIBLE PARKING SPACE AND AT EACH VAN ACCESSIBLE SPACE.

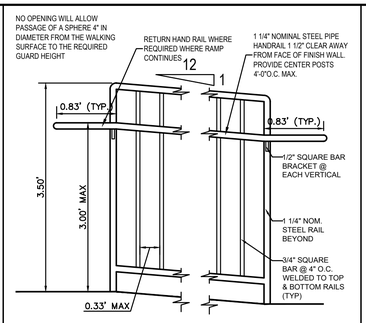


R7-8D PENALTY SIGNS ARE REQUIRED TO ACCOMPANY ALL R7-8 PARKING SIGNS ERECTED AFTER DECEMBER 31, 1990

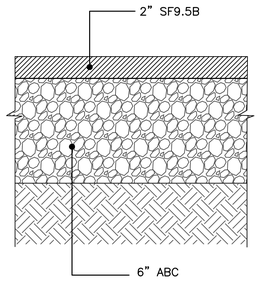


NOTES:
1. ALL 12"x18" ACCESSIBLE SIGNS (R7-8 & R7-1) SHALL BE MOUNTED AT 7 FEET FROM GRADE TO BOTTOM EDGE OF SIGN FACE (MUTCD). MOUNTING HEIGHT CAN BE REDUCED TO 5 FEET IF PLACED IN AN AREA BETWEEN SIDEWALK AND BUILDING FACE IN WHICH PEDESTRIANS ARE NOT EXPECTED TO USE.
2. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENT.
3. IF ACCESSIBLE ROUTE IS A RAISED SIDEWALK, AREA, THEN RAMPS ARE REQUIRED AT LOADING ZONE AREA.

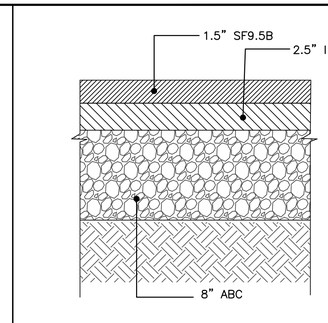
2018 | ACCESSIBLE PARKING SIGNAGE NTS



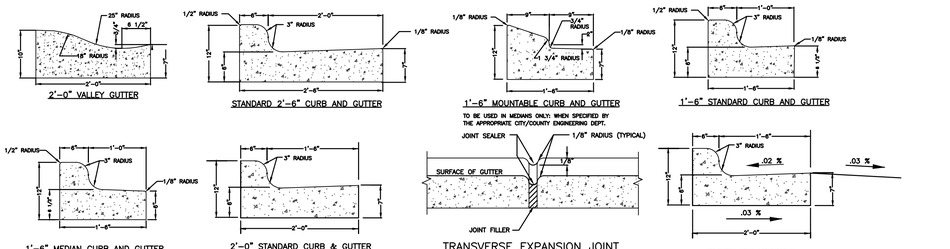
TYPICAL RAMP GUARD RAIL NTS



2024 | LIGHT DUTY PAVEMENT CROSS SECTION NTS

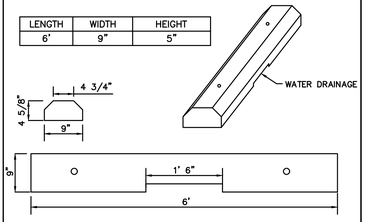


2024 | HEAVY DUTY PAVEMENT CROSS SECTION NTS

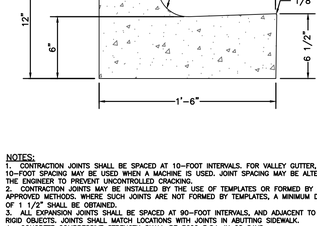


NOTES:
1. CONTRACTION JOINTS SHALL BE SPACED AT 10-FOOT INTERVALS. FOR VALLEY GUTTER, A 10-FOOT SPACING MAY BE USED WHEN A MACHINE IS USED. JOINT SPACING MAY BE ALTERED BY THE ENGINEER TO PREVENT UNCONTROLLED CRACKING.
2. CONTRACTION JOINTS MAY BE INSTALLED BY THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS. WHERE SUCH JOINTS ARE NOT FORMED BY TEMPLATES, A MINIMUM DEPTH OF 1 1/2" SHALL BE OBTAINED.
3. ALL EXPANSION JOINTS SHALL BE SPACED AT 90-FOOT INTERVALS, AND ADJACENT TO ALL RIGID OBJECTS. JOINTS SHALL MATCH LOCATIONS WITH JOINTS IN ABUTTING SIDEWALK.
4. CONCRETE COMPRESSIVE STRENGTH SHALL BE 3600 P.S.I. IN 28 DAYS.
5. CURB SHALL BE DEPRESSED AT INTERSECTIONS TO PROVIDE FOR FUTURE ACCESSIBLE RAMPS.
6. TOP 6" OF SUBGRADE BENEATH THE CURB AND GUTTER SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

2024 | CURB AND GUTTER NTS



2018 | WHEEL STOP NTS



NOTES:
1. CONTRACTION JOINTS SHALL BE SPACED AT 10-FOOT INTERVALS. FOR VALLEY GUTTER, A 10-FOOT SPACING MAY BE USED WHEN A MACHINE IS USED. JOINT SPACING MAY BE ALTERED BY THE ENGINEER TO PREVENT UNCONTROLLED CRACKING.
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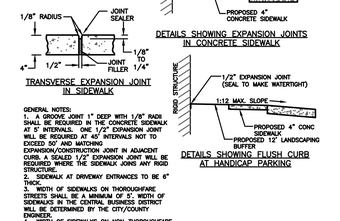
4. CONCRETE COMPRESSIVE STRENGTH SHALL BE 3600 P.S.I. IN 28 DAYS.
5. CURB SHALL BE DEPRESSED AT INTERSECTIONS TO PROVIDE FOR FUTURE ACCESSIBLE RAMPS.
6. TOP 6" OF SUBGRADE BENEATH THE CURB AND GUTTER SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

2024 | CONCRETE CURB AND GUTTER (1.5') NTS



GENERAL NOTES:
1. A GROOVE JOINT 1" DEEP WITH 1/8" RADII SHALL BE REQUIRED IN THE CONCRETE SIDEWALK AT 5' INTERVALS. ONE 1/2" EXPANSION JOINT WILL BE REQUIRED AT 40' INTERVALS NOT TO EXCEED 50' AND MATCHING EXPANSION/CONSTRUCTION JOINT IN ADJACENT CURB. A SEALED 1/2" EXPANSION JOINT WILL BE REQUIRED WHERE THE SIDEWALK JOINS ANY RIGID STRUCTURE.
2. SIDEWALK AT DRIVEWAY ENTRANCES TO BE 6" THICK.
3. WIDTH OF SIDEWALKS ON THOROUGHFARE STREETS SHALL BE A MINIMUM OF 5'. WIDTH OF SIDEWALKS IN THE CENTRAL BUSINESS DISTRICT WILL BE DETERMINED BY THE CITY/COUNTY ENGINEER.
4. WIDTH OF SIDEWALKS ON NON-THOROUGHFARE STREETS SHALL BE A MINIMUM OF 4'.
5. SIDEWALK TO BE POURED TO END OF RADIUS AT INTERSECTING STREETS.
6. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 P.S.I. IN 28 DAYS.

2024 | SIDEWALK NTS

North Carolina One-Call Center
800 E. Blanchard Blvd, Suite 2007
Charlotte, NC 28203
(919) 733-3998
2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1-800-632-4949
CONTRACTOR SHALL CONTACT NC811 TO REQUEST UPDATE EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.
Call BEFORE you DIG!
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REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

GENERAL DETAILS

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING

PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

www.cesicgs.com
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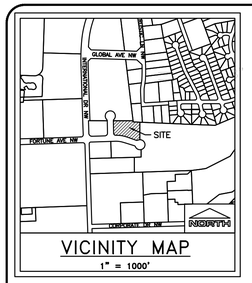
ENGINEERS SEAL

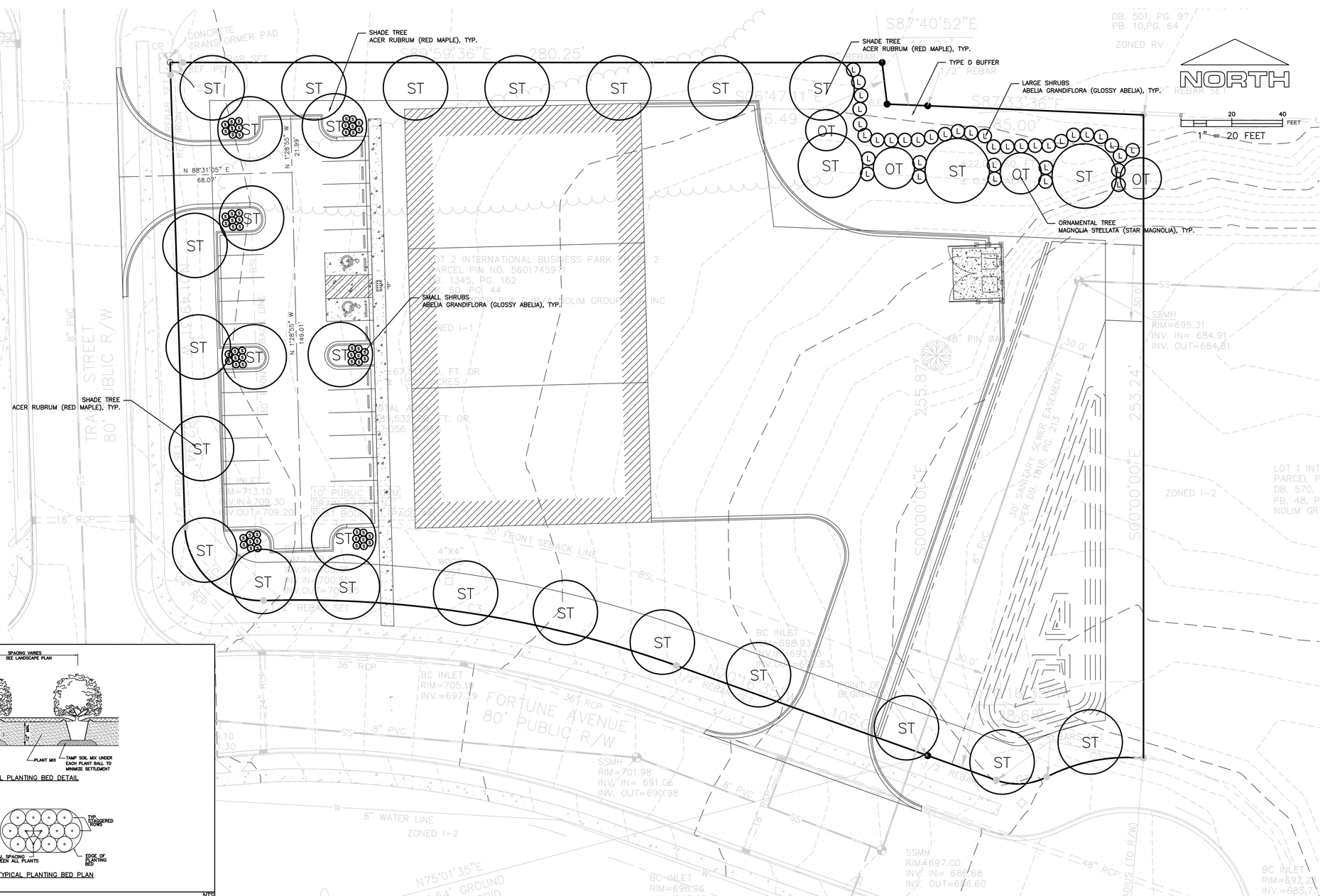
NORTH CAROLINA PROFESSIONAL SEAL 054682 ENGINEER ELIZABETH NEW

7/19/2024

C700



VICINITY MAP
1" = 1000'



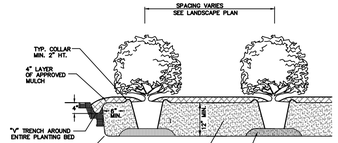
INSTALLATION CONTRACTOR TO COORDINATE WITH INTERNATIONAL BUSINESS PARK BOARD IF SUBSTITUTION OF PLANTS IS REQUIRED.

PLANTING LEGEND

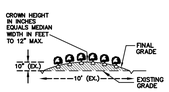
- ST — SHADE TREE (TYP)
- OT — ORNAMENTAL TREE (TYP)
- M — MEDIUM SHRUB (TYP)

TYPE OF PLANT	POINTS
SHADE TREE	12
ORNAMENTAL TREE	6
LARGE SHRUB	3
MEDIUM SHRUB	2
SMALL SHRUB	1

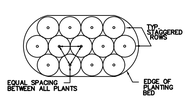
NOTES:
1. SCARIFY ROOT MASS OF CONTAINERIZED PLANT MATERIAL.
2. INSTALL CONTAINERIZED PLANTS AT FINISHED GRADE
3. TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.
4. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.
5. SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.



TYPICAL PLANTING BED DETAIL



TYPICAL BED CROWNING



TYPICAL PLANTING BED PLAN

2018
L01 | SHRUB PLANTING BED
NTS

ALL TREES SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1–2004)

FOR EXAMPLE: CALIPER	HEIGHT (RANGE)	MAX. HEIGHT	MIN. ROOT BALL DIA.	MIN. ROOT BALL DEPTH
2"	12–14'	16'	24"	16"
3"	14–16'	18'	32"	21"

NOTES:

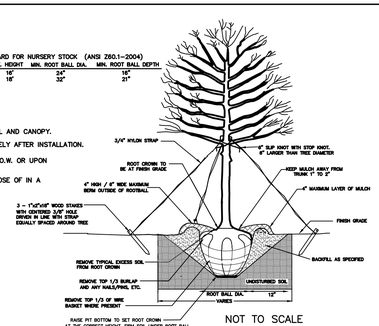
REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.

SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.

STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.

REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.

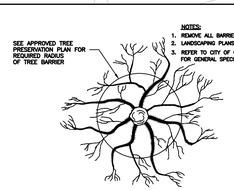
RESEED UNMULCHED, DISTURBED AREAS.



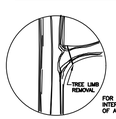
NOT TO SCALE

2018
L03 | TREE PLANTING
NTS

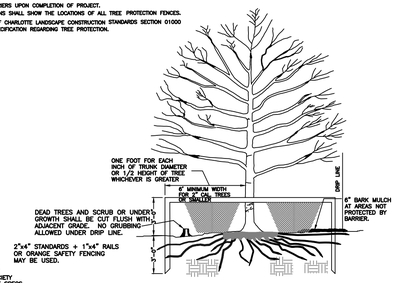
NOTES:
1. REMOVE ALL BARRIERS UPON COMPLETION OF PROJECT.
2. LANDSCAPING PLANS SHALL SHOW THE LOCATIONS OF ALL TREE PROTECTION FENCES.
3. REFER TO CITY OF CHARLOTTE LANDSCAPE CONSTRUCTION STANDARDS SECTION 01000 FOR GENERAL SPECIFICATION REGARDING TREE PROTECTION.



PLAN VIEW OF ROOT ZONE



FOR PRUNING SEE INTERNATIONAL SOCIETY OF ARBORICULTURE SPECS.



2018
L02 | TREE PROTECTION DETAIL
NTS

LANDSCAPING SCHEDULE				
	TREES/SHRUBS	SPECIES	NUMBER	TOTAL POINTS REQUIRED
PARKING LOT	SHADE TREE	RED MAPLE	6	
	SMALL SHRUBS	GLOSSY ABELIA	56	
BUFFER	SHADE TREE	RED MAPLE	4	1.2 PTS / LF
	ORNAMENTAL TREE	STAR MAGNOLIA	4	
	LARGE SHRUBS	GLOSSY ABELIA	37	
STREET YARD	SHADE TREE	RED MAPLE	14	

North Carolina One-Call Center
200 W. Wacker Dr., Suite 1500
Chicago, IL 60606
(800) 632-4949

2 DAYS BEFORE DIGGING IN NORTH CAROLINA
CALL 1-800-632-4949
CONTRACTOR SHALL CONTACT NORTH CAROLINA ONE-CALL CENTER AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

Call BEFORE you DIG!
"It's The Law"

REVISION	DATE	DESCRIPTION

4525 FORTUNE AVE PRELIM.

SITE LAYOUT PLAN

4525 FORTUNE AVE, CONCORD, NC 28025
COOPER CONTRACTING COMPANY

CESI PROJECT NO. 240401.000
DRAWN BY: AME
CHECKED BY: NEW

PROJECT MANAGER: NEW
APPROVED BY: NEW
PROJECT START: TBD

CESI
CIVIL
GEOTECHNICAL
SURVEYING

PO BOX 268
CONCORD, NC 28026
O. 704.786.5404

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ENGINEERS SEAL

NORTH CAROLINA PROFESSIONAL SEAL 054403 ENGINEER ELIZABETH NEW

7/19/2024

L100

Nonresidential

960 Branchview (CN-PSA-2024-00111)

960 Branchview Dr. NE.

DRC	Entitled	Units	PRS Routed	Technically Approved
4/11/2024	Yes	7,850 sf 3-unit shopping center	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	Yes

Allocation Request

Total	2024
5,921	**5,921**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is to build a three-unit shopping center, totaling approximately 7,850 sf. This parcel is zoned General Commercial (C-2).

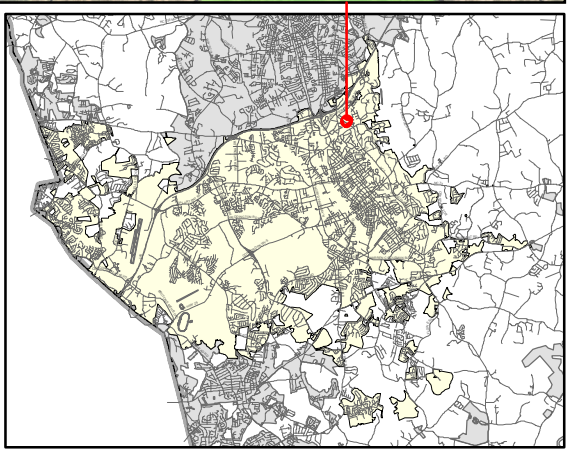
CN-PSA-2024-00111 - 960 Branchview

Type: Nonresidential

Three unit shopping center totaling 7,850 sf

Allocation Request: 5,921

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	960 Branchview Drive				
2.)	**Description of project location:**	Site located on Branchview Drive NE (NC Hwy 3), approximately 2,800 feet South-East of the intersection US Interstate 85 and Branchview Drive NE. (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	**Cabarrus County Parcel Identification Number:**	5622409164	3a.)	**Parcel Acreage:**	1.969	
4.)	**Site Zoning and use:**	C-2, Commercial	5.)	**Area Commercial or Industrial Building**	(sq. ft.) 7850	
6a.)	**Description of Facility to be served.**	Three-unit shopping center and a drive-through coffee business.	6b.) **Number of Lots**	2	6c.) **Number of Units**	
7d.)	**Additional description information:**	The owner would like to construct three units on the proposed site. The proposed site also includes a drive-through only coffee business.				

B. Applicant Information

Tyler Lusk , Partner (Title)	1049 Morrison Dr, Suite 201
(Name of **legal owner, board, council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	(Applicant's Street or Box Number)
South Coast Management, LLC	Charleston, SC 29412
(Name of **Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	(Applicant's City, State, Zip Code)
864-303-6012	n/a
(Applicant's Phone Number)	(Applicant's Facsimile Number)
Tyler Lusk (Name) / same as (Email)	tlusk@southcoastcenters.com
(Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

R. Dale Fink	Alley, Williams , Carmen, & King,
(Typed name of North Carolina Professional Engineer)	(Company Name)
14883	120 S Main ST
(NCPE Registration Number)	(Street or Box Number)
704-938-1515	Kannapolis, NC 28081
(Phone Number)	(City, State, Zip Code)
Dale Fink	dfink@awck.com
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☑	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☑	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	% Domestic
	% Commercial
	% Industrial
	% Other use (Specify) ____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 5921 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)			No. of Units	Flow	
Stores and shopping centers without food service	100	gal/	1000 SF	4760	GPD	476
Restaurant, full Service	40	gal/	Seat	128	GPD	5120
Drive-Through Coffee	50	gal/	100 SF	650	GPD	325
		gal/			GPD	
		gal/			GPD	
		gal/			GPD	
				Total	GPD	5921

E. Applicant Acknowledgment

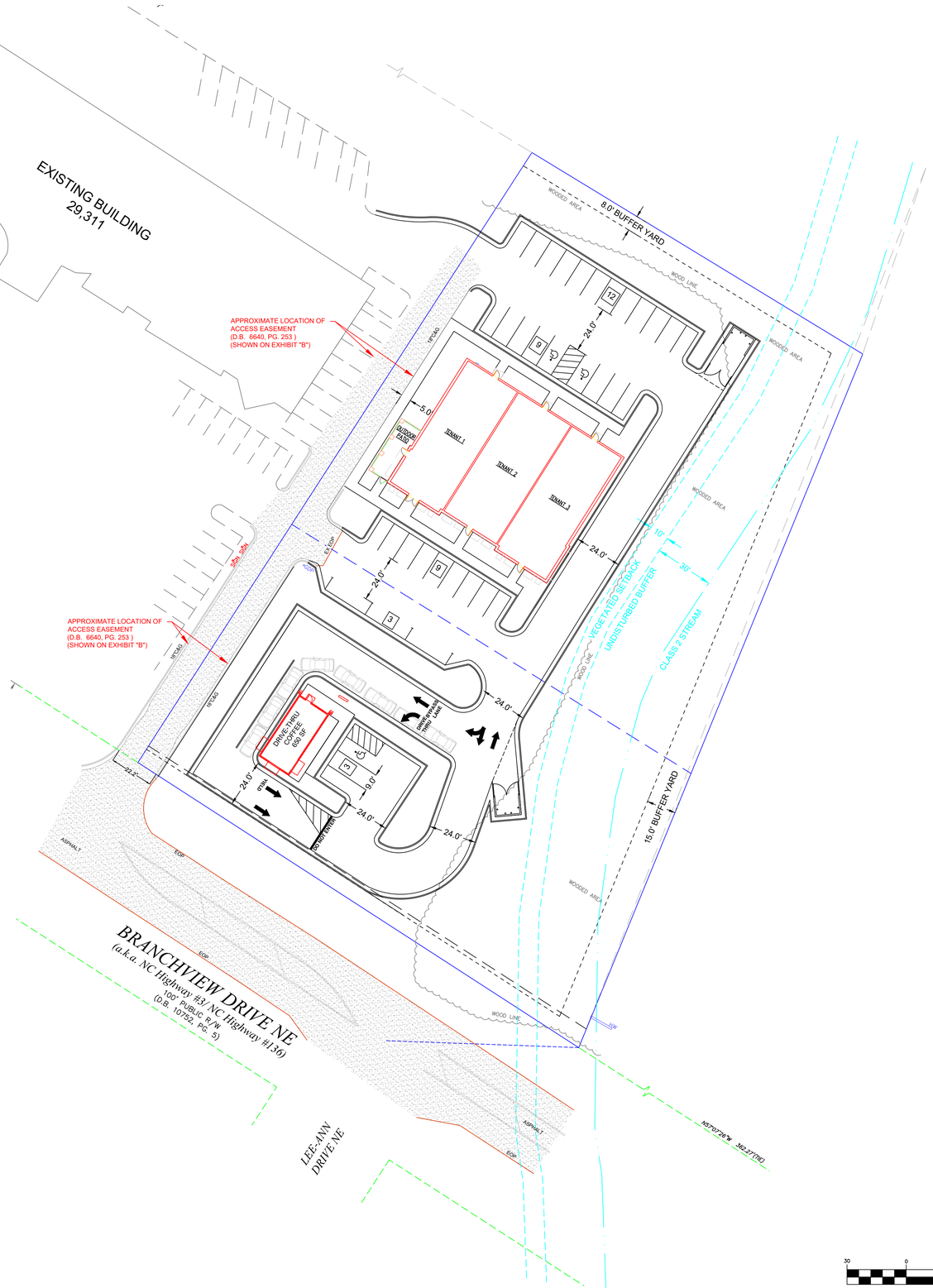
Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I Tyler Lusk (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7/22/2024

Branchview Dr. Center Expansion
Project Narrative

South Coast Centers has owned the neighborhood retail center located at 970 Branchview Dr. since 2017. The current center includes dine-in restaurants, medical offices, neighborhood service businesses, and retail stores. South Coast has acquired the neighboring parcel at 960 Branchview Dr. where they plan to use the 2-acre parcel to expand the existing shopping center by adding space for 3 new tenants and a drive-through coffee business. The owners anticipate that the tenants of the new center will include food and service businesses and/or medical offices and personal care services. The development of the parcel is estimated to have a valuation of $3.2M. The addition of these businesses will create between 7 and 20 new jobs, as well as complete the shopping center as originally planned.



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Know what's below. Call before you dig.

SITE NOTES

IDENTIFICATION
OWNER: SCG-NORTH BRANCH STATION LLC
ADDRESS: 960 BRANCHVIEW DR
NE CONCORD NC 28025
PIN: 56224091640000
DEED BK: 14516, PAGE: 0186
ACREAGE: 1.97 Acres (85,804 SF)
CURRENT ZONING: C-2
PROPOSED USE: COMMERCIAL

DIMENSIONAL STANDARDS
IMPERVIOUS RATIO: 0.8
MIN. STREET FRONTAGE: 30'
MIN. LOT WIDTH: 50'
MIN. LOT DEPTH: 100'
MAX BUILDING HEIGHT: 48'

SETBACKS
FRONT: 10'
SIDE: -
REAR: -

PLANTING YARDS

BUFFER YARDS
C2-C2: TYPE A (8')
C2-C1: TYPE B (15')

BUILDING YARDS
DRIVE-THRU COFFEE: CATEGORY 1 (6')
GENERAL MERCHANDISE STORES: CATEGORY 2 (8')

STREET YARDS: CLASS 3 (8')

alley, willams, carmen & king, inc.
CONSULTING ENGINEERS, SURVEYING & INSPECTION
Firm License No. F-0203
120 S. MAIN STREET
PO BOX 1248
KANNAPOLIS, NC 28081
704.938.1515
www.awck.com

PRELIMINARY- DO NOT USE FOR CONSTRUCTION

This drawing is the property of Alley, Williams, Carmen & King, Inc. It is not to be reproduced, copied, or used on any other project without written permission.

Prepared for:

Tyler Lusk
South Coast
1049 Morrison Drive, Suite 201
Charleston, SC 29412
864.303.6012
tlusk@southcoastcenters.com

960 BRANCHVIEW DR

CONCORD, NORTH CAROLINA
PRELIMINARY SITE PLAN

#	DATE	REVISION	BY

SCALE: 1" = 30'
DATE: 4-1-2024
JOB # 24519

Nonresidential

Concord CarMax (CN-PSA-2024-00112)

5007 Davidson Hwy.

DRC	Entitled	Units	PRS Routed	Technically Approved
08/08/2024	Yes	11,311 sf Used Car Sales	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	Yes (awarded)	No	No	No	No	No

Allocation Request

Total	2024
1,250	**1,250**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is for an 11,311-sf single story building used for car sales. This project was awarded sewer allocation on 9/20/22 for a different design but the applicant returned their sewer allocation. This parcel is zoned General Commercial (C-2).

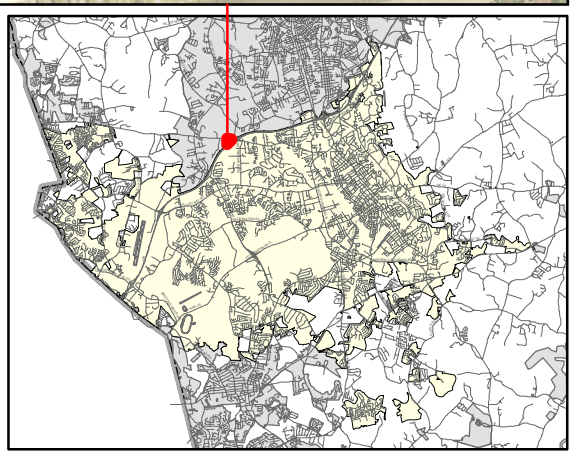
CN-PSA-2024-00112 - Concord CarMax

Type: Nonresidential

11,311 sf used car sales

Allocation Request: 1,250

Developments
Parcels
Rivers
Concord
Cabarrus County
Other Municipalities



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PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	CarMax Auto Superstore					
2.)	Description of project location:	5007 Davidson Highway, Concord, NC 28027 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	56015700800000	3a.)	Parcel Acreage:	6.90		
4.)	Site Zoning and use:	C-2	5.)	Area Commercial or Industrial Building (sq. ft.)	11,311		
6a.)	Description of Facility to be served.	Used Car Sales	6b.) Number of Lots	1	6c.) Number of Units	1	
7d.)	Additional description information:						

B. Applicant Information

Scott Sawyer , AVP, Construction & Design (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	12800 Tuckahoe Creek Parkway (Applicant's Street or Box Number)
CarMax Auto Superstores, Inc. (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Richmond, Virginia 23238 (Applicant's City, State, Zip Code)
804-747-0422 (Applicant's Phone Number)	 (Applicant's Facsimile Number)
Jason Dolan, Sr. PM (Name) jason.dolan@timmons.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	scott_p_sawyer@carmax.com (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Brian Crutchfield (Typed name of North Carolina Professional Engineer)	Timmons Group (Company Name)
34288 (NCPE Registration Number)	610 E. Morehead St, Suite 250 (Street or Box Number)
704-376-1073 (Phone Number)	Charlotte, NC 28202 (City, State, Zip Code)
Principal (Name and affiliation of contact person, who can answer questions about **application & designs**)	brian.crutchfield@timmons.com (Engineer's Email Address)

Docusign Envelope ID: 339F67D0-C141-4F72-9C5A-B6D15C2FDEB5

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☑	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
◉ No
○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 1,250 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Auto dealership with restrooms	125 gal/ plumbing fixture	10	GPD 1,250
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1,250

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Scott Sawyer _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

DocuSigned by:
Scott Sawyer
90F5068750D2494...
Signature:

7/22/2024
Date:

Concord CarMax
7/22/2024

Potomac Mills Average Monthly Water Usage Summary												
	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Monthly Avg.
Water Usage (gallons)	30,000	29,000	31,000	27,000	33,000	44,000	34,000	39,000	37,000	38,000	33,000	34,091

Existing Sanitary Sewer Usage (Capacity Credit)			
Existing Use	Building size (sf)	Daily Flow for Design	Existing Sanitary Sewer Flow (gpd)
Convenience Store with food preparation	1,915	60 gal/100 sf	1,170

Proposed Sanitary Sewer Usage			
Proposed Use	Building size (sf)	Daily Flow for Design	Proposed Sanitary Sewer Flow (gpd)
Auto Dealership with restrooms	11,311	125 gal/plumbing fixture	1,250

Net Sanitary Sewer Flow (gpd)
80

DocuSign Envelope ID: A849762F-6094-452F-ADC3-3CF6D49E3EC5

DELEGATION OF AUTHORITY

DATE: December 19, 2023

TO: Scott Sawyer, Assistant Vice President, Construction and Design

CC: Dianne Cafritz , Executive Vice President, General Counsel and Corporate Secretary

FROM: Julie Reed, Vice President, Strategic Sourcing & Procurement

RE: Delegation of Authority to Execute Contracts

Effective as of the date hereof, this delegation of authority constitutes written authorization under CarMax's policy regarding contract approval (the "Policy") to act on behalf of Julie Reed, Vice President, Strategic Sourcing & Procurement, for the contracts and related matters set forth on Exhibit A hereto (the "Contracts").

Scott Sawyer, Assistant Vice President, Construction and Design (the "Delegated Associate"), is hereby authorized to sign and execute the Contracts in the name of CarMax Enterprise Services, LLC, a Virginia limited liability company, CarMax Business Services, LLC, a Delaware limited liability company, and CarMax Auto Superstores, Inc., a Virginia corporation (collectively, the "Company") for the Contracts within the subject matter expertise of the Delegated Associate.

The Delegated Associate shall continue to direct any contracts other than those designated on Exhibit A to a CarMax officer at the level of vice president or above for execution in compliance with the Policy.

The authority granted and delegated to the Delegated Associate hereunder shall terminate at such time as he ceases to be employed by the Company and may be revoked at any time, in whole or in part.

DocuSigned by:
Julie Reed
C0D76BEF4816417...

Julie Reed, Vice President,
Strategic Sourcing & Procurement

DocuSign Envelope ID: A849762F-6094-452F-ADC3-3CF6D49E3EC5

Exhibit A

List of Contracts

1. All easement and/or encroachment agreements on CarMax owned or leased properties ("CarMax Properties")
2. Utility Requests
3. Utility Agreements
4. Maintenance Agreements for CarMax Properties
5. Materials Testing and/or Geotech Testing Agreements for CarMax Properties
6. Permits related to construction of buildings or facilities on CarMax Properties
7. Applications with Municipalities and/or State Agencies
8. Mutual Confidentiality Agreements
9. Approval of third party contracts and invoices related to construction and design – up to a maximum amount of three hundred thousand dollars ($300,000.00)
10. Authorizations of third parties to act on behalf of CarMax when that authorization is related to applications, permits, or other documents required by the municipality for the construction and design of CarMax Properties.

Project Narrative

The intended tenant for the project is CarMax, based out of Richmond, Virginia. As a globally recognized chain, CarMax takes environmental resources and impacts very seriously and conserves them carefully.

The new project is located on parcel #5601570080000 (6.93 acres within Concord City limits, zoned C-2) and parcel #56015733320000 (4.95 acres within Kannapolis City limits, zoned GC) and includes an 11,311 square foot, single-story building, with surface parking. The majority of the improvements, including all of the buildings, will be located within the City of Concord. These parcels are identified as an 'Employment' area in the NC 73 Transportation/Land Use Corridor Plan. This is a very appropriate location for this use given the convenient access approaching Interstate 85 and Highway 73 with connectivity west to Interstate 77. The use will generate new jobs, great revenue for the local tax base and be welcomed by local residents at a very low impact to public resources.

Site Data

The site is located along Davidson Highway (Highway 73), west of the Interstate 85 interchange in the City of Concord, North Carolina. The site is approximately 6.9 acres and was partially developed, with utility stubs and multiple driveway connections. Existing improvements include frontage driveways with public access and utility stub-outs. This project will consist of a new building with surface parking for sales and visitors.

The City of Concord owns and maintains a 16" water main along Davidson Highway. The project will be supplied with domestic, fire and irrigation services.

Sewer service will be provided via an existing manhole located along the west side of the property. The sewer line extends west through a recorded sanitary sewer easement (DB1991, PG 188) to a public sanitary sewer manhole. All sanitary sewer flow will be domestic in nature.

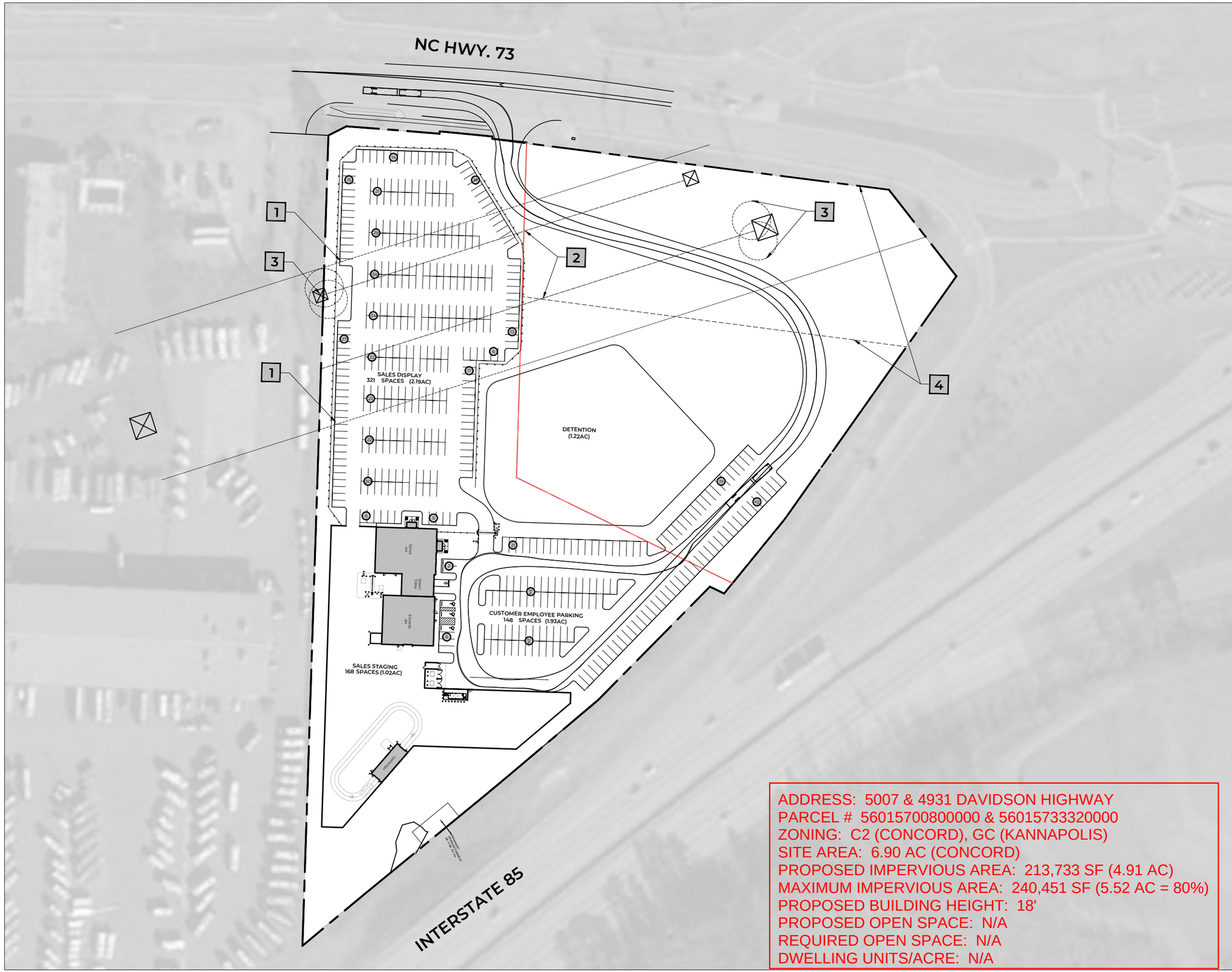
Stormwater onsite will be directed to the proposed underground stormwater facility.
.
Existing gas, electrical, and telecommunication lines are nearby and available to serve the proposed facility.

This project will be subject to the City of Concord Tree Ordinance. Landscaping will be provided in the form of native trees and shrubs in order to minimize the need for irrigation. Street and internal trees and landscape buffers will be provided throughout the property to meet Code requirements.

Codes and Standards

City of Concord Technical Standards Manual
City of Concord Zoning Ordinance
North Carolina Accessibility Code
NCDEQ Stormwater Design Manual

End Civil Design Narrative



SITE INFORMATION	
DEVELOPED	10.84
DETENTION	1.22
WETLANDS	0
EASEMENTS	0
BUFFERS	0
EXPANSION	0
SURPLUS	0
TOTAL	12.06

BUILDING INFORMATION	
	"MFS"
SALES	4,862 SF
PRESENTATION	1,204 SF
RETAIL SERVICE	4,309 SF
PRODUCTION	0
CARWASH	936 SF
FQC/AUCTION	0
OTHER	0
TOTAL	11,311 SF

DESIGN BASIS

NOTES

GENERAL
•

KEY
1. 200' DUKE POWER ROW
2. EXIST. POWER LINE
3. EXIST. POWER LINE TOWER LOCATION. 25' SETBACK FROM LEGS REQ
4. 200' CORRIDOR OVERLAY - DOES NOT ALLOW CAR SALES

PROPERTY BOUNDARY/CITY LIMITS

ADDRESS: 5007 & 4931 DAVIDSON HIGHWAY
PARCEL # 56015700800000 & 56015733320000
ZONING: C2 (CONCORD), GC (KANNAPOLIS)
SITE AREA: 6.90 AC (CONCORD)
PROPOSED IMPERVIOUS AREA: 213,733 SF (4.91 AC)
MAXIMUM IMPERVIOUS AREA: 240,451 SF (5.52 AC = 80%)
PROPOSED BUILDING HEIGHT: 18'
PROPOSED OPEN SPACE: N/A
REQUIRED OPEN SPACE: N/A
DWELLING UNITS/ACRE: N/A

N

240'
120'
60'
0
SCALE: 1" = 120'-0"

CARMAX
12800 TUCKAHOE CREEK PKWY RICHMOND, VA 23238
804-747-0422 | CARMAX.COM

CONCORD, NC

CONFIDENTIAL
NOT RELEASED FOR CONSTRUCTION

PROJECT NO. XXXX
DATE 07.18.24
SHEET TITLE
PRELIM. SITE PLAN

SHEET NO.
SP-07

Nonresidential

Concord Parkway Retail Development (CN-PSA-2024-00114)

4045 Concord Pkwy. S.

DRC	Entitled	Units	PRS Routed	Technically Approved
5/11/2023	Yes	16,372 sf of restaurants and shopping center	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	Yes	Yes	Yes

Allocation Request

Total	2024
4,515	**4,515**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

The applicant is proposing to develop five lots into a multi-tenant retail/ restaurant/ medical office, Starbuck's, Auto Zone, Express Oil, and McDonald's. This parcel is zoned General Commercial (C-2).

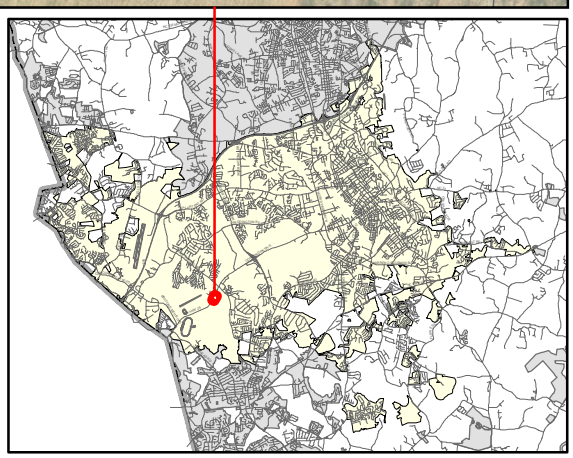
CN-PSA-2024-00114 - Concord Parkway Retail Development

Type: Nonresidential

22,964 sf of 5 restaurants, oil change, Auto Zone

Allocation Request: 4,515

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Concord Parkway Retail Development					
2.)	Description of project location:	Concord Parkway South, Concord, NC 28027 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	5509-21-7889-0000	3a.)	Parcel Acreage:	5.26		
4.)	Site Zoning and use:	C-2 Commercial	5.)	Area Commercial or Industrial Building (sq. ft.)	22,964		
6a.)	Description of Facility to be served.	Shopping center, Restaurants	6b.) Number of Lots	5	6c.) Number of Units	7	
7d.)	Additional description information:	An assortment of national retailers, offering critical healthcare and dining options to the community					

B. Applicant Information

Barnhardt Family Enterprises, Owner (Title)	100 Magnolia Rd
(**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	(Applicant's Street or Box Number)
C.F. Smith Property Goup	Pinehurst, NC 28374
(**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	(Applicant's City, State, Zip Code)
910-774-3513	910-997-2544
(Applicant's Phone Number)	(Applicant's Facsimile Number)
Zach Von Rupp - Director of Real Estate (Name) zvonrupp@cfsmithpg.com (Email)	zvonrupp@cfsmithpg.com
(Name with Title and Email of contact person, who can answer questions about application)	(Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Brian Burchett	Sambatek
(Typed name of North Carolina Professional Engineer)	(Company Name)
24501	8312 Creedmoor Road
(NCPE Registration Number)	(Street or Box Number)
919-398-6517	Raleigh, NC 27613
(Phone Number)	(City, State, Zip Code)
Brian Burchett	bburchet@sambatek.com
(Name and affiliation of contact person, who can answer questions about **application & designs**)	(Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☑	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☑	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100%	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
◉ No
○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 4515 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
See "Exhibit A" Below	gal/		GPD
****	gal/		GPD
****	gal/		GPD
****	gal/		GPD
****	gal/		GPD
****	gal/		GPD
		Total	GPD 4515

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Zach Von Rupp _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Zach Von Rupp Digitally signed by Zach Von Rupp Date: 2024.07.25 12:18:15 -04'00' 07/25/24

Signature: Date:

Exhibit A - Flow Rates

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)			No. of Units	Flow	
Restaurant, Single Service Articles - McDonalds	20	gal/	seat	35	GPD	700
Restaurant, Single Service Articles - Starbucks	20	gal/	seat	35	GPD	700
Restaurant, Single Service Articles - Wingstop	20	gal/	seat	30	GPD	600
Restaurant, Single Service Articles - Jersey Mike's	20	gal/	seat	30	GPD	600
Restaurant, Single Service Articles - Chipotle	20	gal/	seat	50	GPD	1000
General Business - Express Oil Change	25	gal/	employee/shift	7	GPD	175
Stores Without Food - Auto Zone	100	gal/	1000sqft	7.4	GPD	740
				Total	GPD	4515

City of Concord

Preliminary Wastewater Flow Application

Project Narrative

Project: Proposed commercial development of 5.26 acres zoned C-2 Commercial and located on the west side of Concord Parkway South. Included for reference is the proposed site plan which is comprised of the following proposed uses to be located on five (5) separate parcels of land:

TOTAL REQUESTED WASTEWATER ALLOCATION: 4,515 gallons per day

TOTAL INVESTMENT/VALUE FOR DEVELOPMENT: +/- $18,000,000

JOBS CREATED: 136

Estimated RE Tax Value Creation/ Sales Tax Estimate:

Parcel	Est. Property Value	Concord Annual A Valorem Tax Estimate	Cabarrus Co. Annual As Valorem Tax Estimate	Annual Retail Sales	Jobs Created
McDonald's	$ 4,000,000	$ 19,200	$ 29,600	$ 4,900,000	20
Starbucks	$ 3,500,000	$ 16,800	$ 25,900	$ 2,300,000	35
Multi-Tenant - Chipotle, Jersey Mike's, Wingstop	$ 5,000,000	$ 24,000	$ 37,000	$ 5,500,000	55
AutoZone	$ 3,000,000	$ 14,400	$ 22,200	$ 2,400,000	14
Express Oil	$ 2,500,000	$ 12,000	$ 18,500	$ 1,800,000	12
Total	$ 18,000,000	$ 86,400	$ 133,200	$ 16,900,000	136

Lot 1

Single Serve Restaurant – McDonald's (3,900 Square Feet)

- The McDonald's would employ between 12-15 employees per shift with 20 employees working on peak-hour shifts. The average hourly wage for employees ranges between $12 and $15 per hour.
- As noted in the application, the estimated gallons per day is 700 gallons per day.
- The estimated investment in this portion of the project is approximately $4,000,000 and the estimated annual sales are between $4,500,000 and $4,900,000 million.

Lot 2

Single Serve Restaurant – Starbucks (2,575 Square Feet)

- The anticipated Starbucks would employ between 27-35 employees at this location with an average of 6-8 employees on shift during peak business times. The minimum starting pay rate for all US hourly employees is $15.00 per hour and eligible part-time and full-time employees receive, among other things, comprehensive health coverage (medical, dental, and vision), a highly competitive 401(k) program with company match, and annual Bean Stock grants.
- As noted in the application, the estimated gallons per day would be 700 gallons per day.
- The estimated investment in this portion of the project is $3,500,000 and the estimated annual sales from this location is $2,300,000 million.

Lot 3

<u>Shopping Center with Food Service (5,847 Square Feet) with the following uses for the Shopping Center with Food Service use category: Total usage for the building is 2200 gallons per day.</u>

Single Serve Restaurant – Chipotle (2,347 Square Feet)

- The anticipated Chipotle restaurant would employ approximately 20 new employees with 8 employees working each shift. Managers at the location would earn approximately $25.00 per hour with employees making approximately $17.00 per hour.
- As noted in the application, the estimated gallons per day is 1000 gallons per day.
- The estimated investment in this portion of the project will be approximately $3,000,000 with annual sales being estimated between $2.5 and $3 million in the initial two years.

Single Serve Restaurant – Wingstop (1,750 Square Feet)

- The anticipated Wingstop would employ approximately 12 new employees with 5 employees working each shift. Managers at the location would earn approximately $24.00 per hour with employees making approximately $17.00 per hour.
- As noted in the application, the estimated gallons per day is 600 gallons per day.

- The estimated investment in this portion of the project will be approximately $1,000,000 with annual sales being estimated between $1,000,000 and $1,250,000 million in the initial two years.

Single Serve Restaurant – Jersey Mike's Subs (1,750 Square Feet)

- The anticipated Jersey Mike's Subs would employ approximately 13 new employees with 5 employees working each shift. Managers at the location would earn approximately $25.00 per hour with employees making approximately $17.00 per hour.
- As noted in the application, the estimated gallons per day is 600 gallons per day.
- The estimated investment in this portion of the project will be approximately $1,000,000 with annual sales being estimated between $900,000 and $1 million in the initial two years.

Lot 4

General Business – Express Oil Change (3,261 Square Feet)

- The anticipated Express Oil Change would employ approximately 12 new employees with 7 employees working each shift. Managers at the location would earn approximately $25.00 per hour with employees making approximately $17.00 per hour.
- As noted in the application, the estimated gallons per day is 175 gallons per day.
- The estimated investment in this portion of the project will be approximately $2,500,000 with annual sales being estimated between $1.5 and $1.8 million in the initial two years.

Lot 5

Store Without Food Service – Auto Zone (7,381 Square Feet)

- The anticipated AutoZone would employ approximately 10 new employees with 4 employees working each shift. Managers at the location would earn approximately $25.00 per hour with employees making approximately $17.00 per hour.
- As noted in the application, the estimated gallons per day is 740 gallons per day.
- The estimated investment in this portion of the project will be approximately $3,000,000 with annual sales being estimated between $2.2 and $2.4 million in the initial two years.

Traffic Improvements

The development of this project will include completion of the roadway parallel to Concord Parkway at the rear of the subject site which will provide connection to Carpenter Court and the new stem road entrance for the Evolve Apartments. This connection will provide for multiple ingress and egress points to alleviate congestion points along Concord Parkway for residents and customers.

Site plan shown below for reference:

CONCORD PKWY S US HIGHWAY 29

AUTO PARTS STORE
AREA = ± 7,381 SF
28 SPACES

OIL CHANGE STATION
± 3,261 SF
13 SPACES

RESTAURANT
±2,767 SF
31 TOTAL SPACES

RETAIL
3,500 SF

RESTAURANT
± 2,371 SF
32 SPACES

DRIVE THRU

THANK YOU

RESTAURANT
±3,900 SF
60 SEATS
40 SPACES

NAD_83(2011)

GRAPHIC SCALE

1 inch = 30 ft.

NAD_83(2011)

GRAPHIC SCALE

1 inch = 30 ft.

Nonresidential

Save the Children (CN-PSA-2024-00115/PRS2021-01876)

430 Harris St.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	1,548 sf existing modular for teacher offices	Yes (PRS2021-01876)	Yes

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

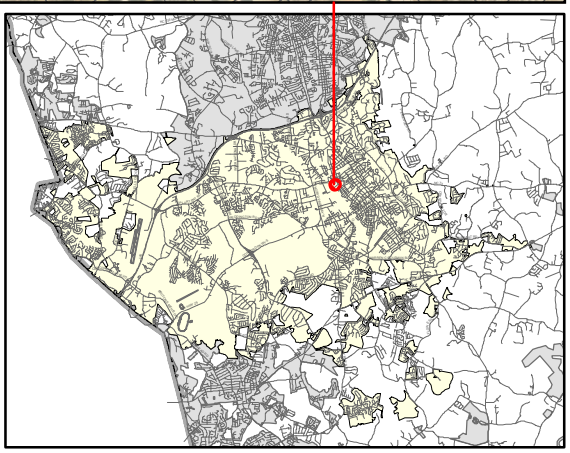
Total	2024
400	400

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

This proposal is to add an additional modular for teacher offices. This project's construction documents were approved 8/19/21 and construction is completed. The applicant ran into a problem when trying to install the tap and discovered that there wasn't enough room for the tap. The redesign required sewer allocation. This parcel is zoned Residential Compact (RC). This parcel is located in the Center City Small Area Plan.



Type: Nonresidential

Additional modular for teacher offices

Allocation Request: 400

Developments
Parcels
Rivers
Concord
Cabarrus County

PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Save The Children - Harris Street					
2.)	Description of project location:	Modular for teacher offices (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	5620-39-1722	3a.)	Parcel Acreage:	4.463 ac		
4.)	Site Zoning and use:	RC (pre-school)	5.)	Area Commercial or Industrial Building (sq. ft.)	1,548		
6a.)	Description of Facility to be served.	modular	6b.) Number of Lots	1	6c.) Number of Units	1	
7d.)	Additional description information:	existing modular for teacher offices					

B. Applicant Information

Lloyd Wm. Payne Jr. , City Manager (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	35 Cabarrus Ave W (Applicant's Street or Box Number)
City of Concord (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Concord NC 28025 (Applicant's City, State, Zip Code)
704-920-5209 (Applicant's Phone Number)	 (Applicant's Facsimile Number)
Virginia Moore (Name) vmoore@cmoorearch.,com (Email) (Name with Title and Email of contact person, who can answer questions about application)	paynel@concordnc.gov (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Virginia L Moore, RA (Typed name of North Carolina Professional Engineer)	Carlos Moore Architect PA (Company Name)
11215 (NCPE Registration Number)	222 Church St N (Street or Box Number)
704-788-8333 (Phone Number)	Concord NC 28025 (City, State, Zip Code)
Virginia Moore (Name and affiliation of contact person, who can answer questions about **application & designs**)	vmoore@cmoorearch.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☑	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify):____		

2.) The type of wastewater is (indicate percentage):

100	**% Domestic**
	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

○ No

○ Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 400 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
pre-school education (teacher offices)	25 gal/ person	16	GPD 400
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 400

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Lloyd Wm. Payne, Jr. _____, **the undersigned, do hereby make application for preliminary wastewater**

(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2024.08.20 13:53:48 -04'00'

Signature: Date:

Carlos J. Moore
ARCHITECT, P.A.
Established 1987
222 Church Street North • Concord, NC 28025 • 704-788-8333 • Fax 704-782-0487 • www.cmoorearch.com

Project Narrative for Save The Children Harris Street
PIN – 5620-39-1722
Zoned RC
4.463 acres

The project for an additional modular for Teacher offices has been approved and the modular construction has been completed. In the approved plans, we had planned to tap the existing manhole for the force main. When trying to make the tap it was discovered that there is physically not enough room for the tap itself. Therefore, an alternative is to run a lateral and tap into the existing Lift Station at the original classroom modular that was completed 2 years ago.

The projected wastewater calculations are 16 pre-school staff members (25 gpd) = 400 GPD.

Save The Children believes that “Every child deserves the opportunity to learn. Save the Children works in the United States and around the world to reach those children who are missing out most on learning and education. We help children get ready for kindergarten and learn to read by third grade — a major indicator of future success. We’re especially focused on reaching vulnerable children in rural America where early learning resources are scarce. Globally, we ensure that no child’s learning stops because they are caught up in crisis.”

Save The Children currently has existing classrooms on this site that were completed in 2022.

WATER & SEWER NOTES

1. Design standards and specifications for water and/or sewer improvements shall conform to the most current adopted version of the local water and sewer policy. a copy of the policy is available at the office of the administrator or the office of the director of engineering.

2. The contractor to coordinate with the electrical engineer, fire sprinkler contractor & the fire alarm company regarding all control valves and fire system components being equipped with tamper switches and alarm devices as required by code (nfpa 72).

3. All sewer service laterals shall be fitted with cleanouts (co) at 50 ft intervals and at all horizontal and vertical changes in direction. cleanouts in paved areas shall be traffic bearing.

4. The sitework/utility contractor shall coordinate all new water utility tap locations with the utility provider and all connection fees, tap fees, meter deposits and capacity charges shall be the responsibility and expense of the sitework/utility contractor unless specifically agreed to with the owner that the owner will pay all costs.

5. Thrust blocks are required at all hydrants, tees, blowoffs and bends.

6. The project licensed underground utility contractor shall install all water system improvements to within 5' of building.

7. Each backflow preventor is required to be tested by an approved Certified Tester prior to placing the water system in service.

8. There shall be no taps, piping branches, unapproved bypass piping, hydrants, fire dept. connection points, or other water–using appurtenances connected to the supply line between any water meter and its required backflow preventer.

9. Private water and sewer systems shall be tested in accordance with cmud testing regulations in the presence of the engineer.

10. Existing sanitary sewer and water systems shown per provided survey and cmud reference drawings. existing public utility information is shown for reference only and existing sizes, inverts and locations shall be field verified.

11. It shall be the responsibility of the contractor to locate all substructures whether shown hereon or not, and protect from damage during installation. the expense of repair or replacement of said structures shall be the responsibility of the contractor.

12. A licensed utility contractor shall install the taps and meters. the contractor is responsible for installing the taps and meters to cmud standards and regulations.

13. Sanitary yard hydrants shall not be "stop and drain", "stop and waste" or "weephole" type hydrants.

14. If contractor opts to install precast structures, contractor shall be required to verify rim elevations and layout of all pipes, including size and inverts of existing facilities, prior to the ordering of materials.

15. It shall be the responsibility of the contractor to adjust all precast structures to finish grade in accordance with agency specifications and manufacturers recommendations. no additional payment will be made for adjusting facilities to finish grade.

16. FDC locations shall be in accordance with fire department requirements.

17. Fire sprinkler sizing and fdc connections to be sized and located per the recommendations of the fire sprinkler consultaNT. ALL REFERENCES SHOWN HEREON ARE FOR SCHEMATIC PURPOSES ONLY.

GENERAL UTILITY NOTES:

1. All utilities shown are approximate locations only and have been compiled from the latest available mapping. The exact location of all underground utilities shall be verified by the Contractor prior to the start of construction.

2. General Contractor to coordinate with the local Utility Companies for all locations and connections. A preconstruction meeting with the various Utility Companies, is required prior to the start of any construction activity.

3. The Contractor shall visit the site and verify the elevation and location of all utilities by various means prior to beginning any excavation. Test pits shall be dug at all locations where sewers cross existing utilities, and the horizontal and vertical locations of the utilities shall be determined.

4. The Contractor shall insure that all Utility Companies and City Standards for materials and construction methods are met. The Contractor shall perform proper coordination with the respective Utility Company. The Contractor shall coordinate work to be performed by the various Utility Companies and shall pay all fees for connections, disconnection, relocation's, inspections, and demolition.

5. All valve boxes and curb boxes shall be adjusted to the final grades. All curb boxes shall be located in grassed areas unless indicated otherwise on the plans.

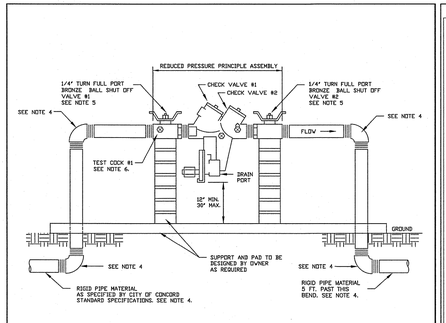
6. Sanitary lateral shall maintain (10' min. horizontal 1.5' vertical min.) separation distance from water lines unless otherwise shown, or additional protection measures will be required.

7. This plan details pipes up to 5' from the building face. Refer to the building drawings for building connections. Supply and install pipe adapters as necessary.

8. Copper pipe shall be type K tubing with compression fittings.

9. Poly Vinyl Chloride Pipe (PVCP) shall have built–in rubber gasket joints. PVCP shall conform to ASTM 3034 (SDR35) with compression joints and appropriate fittings. PVCP shall be installed in accordance with the detail, ASTM–D2321 and manufacturer's recommended procedure.

10. Contractor shall coordinate the size and location of gas line. The shown gas layout is approximate and is subject to change per Gas Company Comments.



NOTES:
1. REDUCED PRESSURE ASSEMBLIES (RP) MUST CONFORM TO CITY OF CONCORD SPECIFICATIONS.
2. A 4–INCH THICK CONCRETE PAD SHALL BE PROVIDED. SUPPORT (FREESTALS) SHALL BE PROVIDED FOR ASSEMBLIES 3" AND LARGER. PROVIDE A BLOCK RELIEF VALVE OR DRAIN PORT.
3. PROTECTIVE ENCLOSURE SHALL CONFORM WITH ASSEMBLY AND SHALL BE IN ACCORDANCE CITY OF CONCORD SPECIFICATIONS, ORDINANCE, AND BACKFLOW MANUAL.
4. RIGID PIPE AND FITTINGS SHALL BE 3/4" TO 2" BRASS, K–COPPER, OR GALVANIZED PIPE.
5. ONLY THE NEW APPROVED APPROVED 3/4" TO 2" RP INCLUDES SHUT OFF VALVES #1 AND #2 AS PART OF THE ASSEMBLY. NO SUBSTITUTIONS SHALL BE PERMITTED.
6. TEST COCK #1 SHALL BE UPSTREAM OF SHUT OFF VALVE #1 AND IS PART OF THE APPROVED ASSEMBLY.

TYPICAL LOCATION REQUIREMENT
N.T.S.

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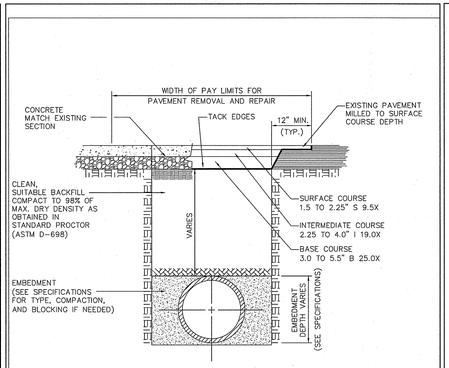
STANDARD DETAIL
BACKFLOW PREVENTION
ABOVE GROUND ¾" INCH TO 2 INCH REDUCED PRESSURE ASSEMBLY (RP)

No.	Date	By	REVISION
3	3–13–07	cw	DOMESTIC DETAIL, PIPE EDITS
2	9–20–06	MP	LOCATION DETAIL
1	10–8–96	MP	PAD

Drawn By:	Checked By:	Approved By:	Date	Sht	of
MP/SVM			11/94	1	15



1. NEW PAVEMENT SHALL HAVE SECTION THICKNESS DESIGNED TO NCDOT SUPERPAVE STANDARDS AS PROVIDED BY ENGINEER OR MATCH EXISTING CONSTRUCTION, WHICH EVER IS GREATER OR AS SPECIFIED BY THE CONTRACT DOCUMENTS.
2. TRENCH IS TO BE BACKFILLED IN COMPACTED 6" LAYERS BEFORE PAVEMENT REPAIRS ARE MADE.
3. REFER TO EARTHWORK SPECIFICATIONS FOR EMBEDMENT AND FILL REQUIREMENTS.
4. THIS DETAIL SHOWS ASPHALT PAVEMENT REPLACEMENT. THE WIDTH OF PAY LIMITS SHALL APPLY TO STONE AND CONCRETE PAVEMENT AS WELL.

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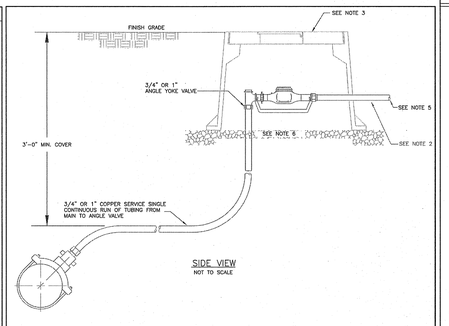
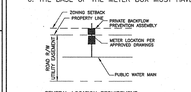
UTILITY CUT REPLACEMENT

No.	Date	By	REVISION
1	10/29/07	JEC	REVISED FROM WSACC

Drawn By:	Checked By:	Approved By:	Date	Sht	of
JEC	PLK	MSH	10/07		



GENERAL NOTES:
1. REFER TO THE CITY OF CONCORD SPECIFICATIONS FOR ACCEPTABLE MANUFACTURES OF MATERIALS.
2. PROVIDE 12" BRASS NIPPLE PAST BOX
3. METER BOXES SHALL BE PLASTIC BODY AND LID. THE METER HOUSING SHALL BE MID STATE PLASTICS OR EQUAL; 3/4–INCH BOX MSBOP – 1118–12XL AND LID MSCBC–1118– RTR; AND 1–INCH BOX MSBCF –1324–12XL AND LID MSCBC–1324– RTR. METER BOX RIM SHALL BE SET FLUSH WITH FINAL GRADE. THE WATER METER BOX ASSEMBLY SHALL NOT BE LOCATED WITHIN A ROAD, STREET, DRIVEWAY, SIDEWALK OR DRAINAGE FEATURE.
4. ALL APPURTENANCES FOR THE INSTALLATION OF THE WATER METER; THE METER, BRASS GROUND LOCKABLE METER CUTOFF, GASKETS, AND EXPANSION CONNECTION; SHALL BE INSTALLED BY THE CITY OF CONCORD, IF CONNECTION IS TO AN EXISTING MAIN.
5. REQUIRED BACKFLOW PREVENTION ASSEMBLY IN ACCORDANCE WITH THE CITY OF CONCORD CROSS–CONNECTION CONTROL ORDINANCE.
6. THE BASE OF THE METER BOX MUST HAVE AT LEAST 6–INCHES TO 8–INCHES OF #57 WASHED STONE.



GENERAL LOCATION REQUIREMENT
N.T.S.
FINAL METER LOCATION TO BE IN COMPLIANCE WITH THE APPROVED DRAWINGS & CITY OF CONCORD ORDINANCE

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WATER METER STANDARD DETAIL
3/4–INCH AND 1–INCH IRRIGATION OR COMMERCIAL WATER SERVICE METER

No.	Date	By	REVISION
1	9/7/07	BCC	CONTINUOUS PIPE & CONNECTION, SVM

Drawn By:	Checked By:	Approved By:	Date	Sht	of
BCC	SVM	MSH	02/05	1	1

UTILITY LEGEND

PROPOSED UTILITIES

2W	2" WATER LINE
3W	3" WATER LINE
4W	4" WATER LINE
6W	6" WATER LINE
8W	8" WATER LINE
10W	10" WATER LINE
12W	12" WATER LINE
16W	16" WATER LINE
W	WATER LINE
IRR	IRRIGATION LINE
SS	SANITARY SEWER
G	GAS LINE
UP	UNDERGROUND POWER
OHP	OVERHEAD POWER
UT	UNDERGROUND PHONE
OHT	OVERHEAD TELEPHONE
T	TELEPHONE COMMUNICATIONS
FM	FORCE MAIN
	STORM SEWER
Ⓢ	SANITARY SEWER MANHOLE (SSMH)
Ⓓ	STORM SEWER MANHOLE (MH)
	GRATE INLET/YARD INLET (GI/YI)
	CURB INLET (CI)
	WATER METER
	REDUCER
	BACKFLOW PREVENTOR
	FIRE HYDRANT
	GATE VALVE
	11.25°, 22.5°, 45° OR 90° BEND
	TEE WITH THRUST BLOCK

EXISTING UTILITIES

	10' CONTOURS
	2' CONTOURS
	STORM SEWER
	SANITARY SEWER
	FORCE MAIN
G	GAS LINE
UP	UNDERGROUND POWER
OHP	OVERHEAD POWER
UT	UNDERGROUND PHONE
OHT	OVERHEAD TELEPHONE
T	TELEPHONE COMMUNICATIONS
IRR	IRRIGATION LINE
REC	RECIRCULATION LINE
2W	2" WATER LINE
3W	3" WATER LINE
4W	4" WATER LINE
6W	6" WATER LINE
8W	8" WATER LINE
10W	10" WATER LINE
12W	12" WATER LINE
16W	16" WATER LINE
	FIRE HYDRANT (FH)
	GATE VALVE (GV)
Ⓢ	SANITARY SEWER MANHOLE (SSMH)
Ⓓ	STORM SEWER MANHOLE (MH)
	CURB INLET (CI)
	GRATE INLET/YARD INLET (GI/YI)
	SIGN
	UTILITY POLE
	LIGHT POLE
WM	WATER METER

BOC BACK OF CURB
EOP EDGE OF PAVEMENT
R/W RIGHT–OF–WAY
N/F NOW OR FORMERLY

Notes:
1. Per City of Concord Code of Ordinance Chapter 62, Article 3, Section 62-98 (2) All materials, equipment, labor, and workmanship associated with public water and /or sewer extension and/or modification shall be in accordance with and subject to the Water and Sewer Authority of Cabarrus County's standard specifications; the City of Concord's ordinances, policies, and standard specifications, and the North Carolina Administrative Code for wastewater collection and water distribution systems. In the event of conflict between the Water and Sewer Authority of Cabarrus County's standard specifications; the City of Concord's ordinances, policies, and standard specifications, or the North Carolina Administrative Code, the more restrictive requirements shall apply.

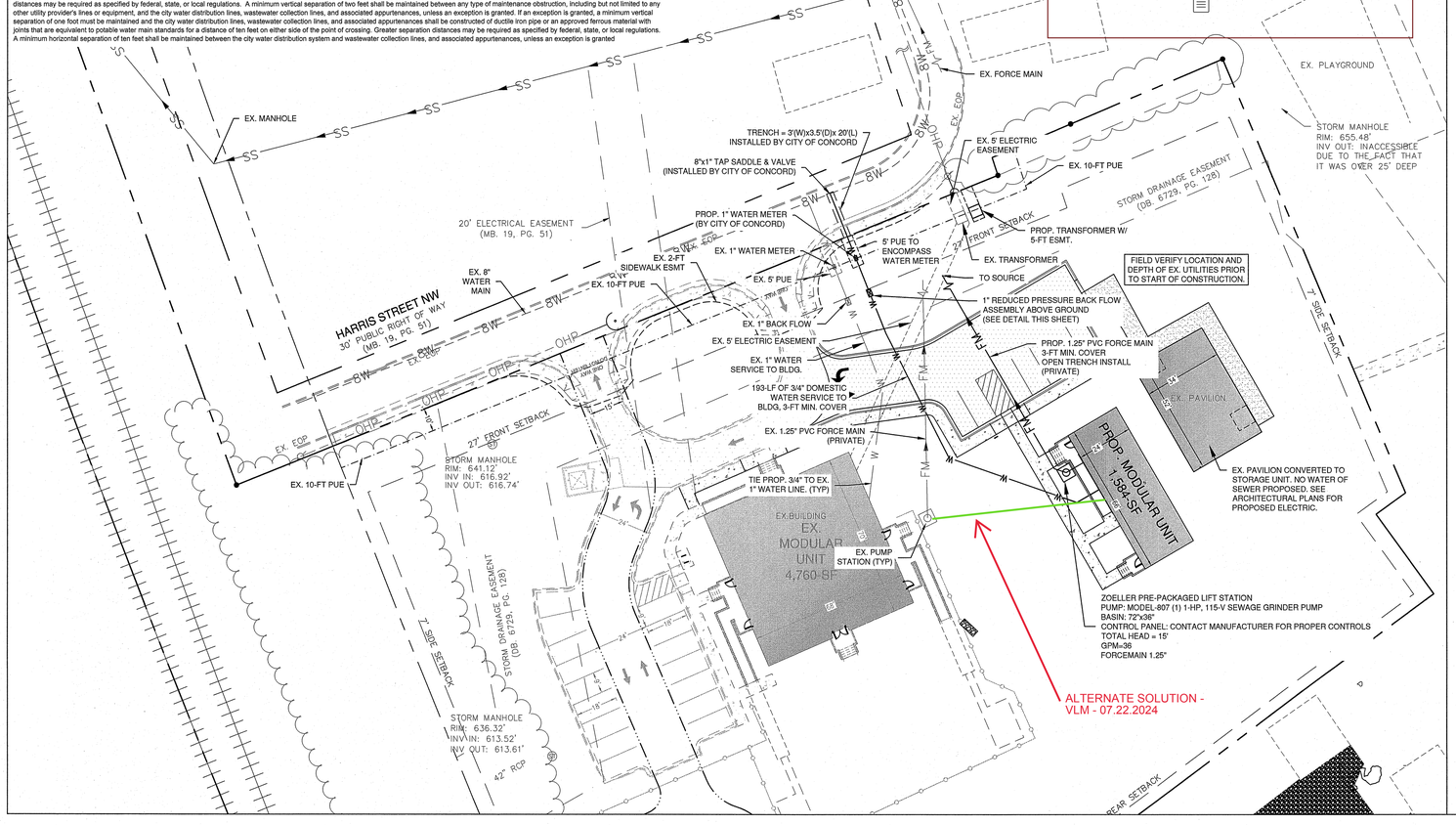
2. Review and approval of the plans does not relieve the Owner, Contractor, or Developer from meeting the requirements of the City of Concord's or Cabarrus County ordinances, policies, and standard specifications, (as applicable), Concord Water & Sewer Policies and Technical Specifications, the "Standard Specification for Wastewater Collection & Waste Distribution for Cabarrus County (WSACC Manual) and any other Local, State, and Federal Regulations & Approvals.

3. The Contractor must contact the City of Concord Engineering Construction Manager at 704-920-5425 at least 24-hours prior to initiating any construction activity.

4. The existing water main valve rims and stems and the existing sewer main manholes rims are to be raised or lowered to final grade, as applicable and at least 3-ft of ground cover is to be maintained over the existing utilities at all times per the City of Concord Code of Ordinance Chapter 62, Article 3, Section 62-98.

5. Concord Code of Ordinances Chapter 62, Article II Water and Sewer Service, Sec. 62-34(l) - The customer shall be responsible for installing the necessary approved device(s) to make any adjustments to the water pressure supplied by Concord Utilities and shall be responsible for the maintenance of all such devices."

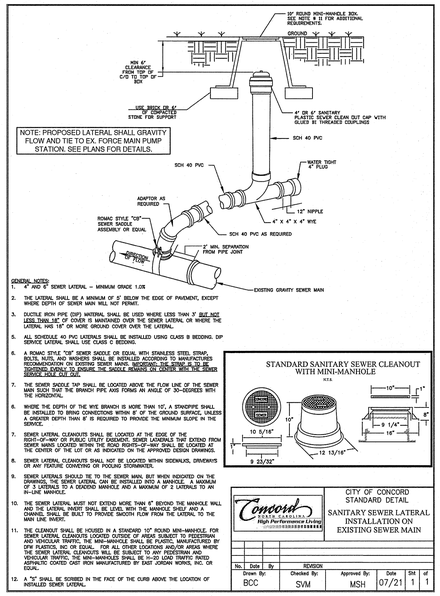
6. Per the City of Concord Code of Ordinance Chapter 62, Article 3, Section 62-98- the following minimum separations must be indicated, unless otherwise approved by the City. A minimum horizontal separation of five feet shall be maintained between any type of maintenance obstruction and the city's water distribution lines, wastewater collection lines, and associated appurtenances, unless an exception is granted. Greater separation distances may be required as specified by federal, state, or local regulations. A minimum vertical separation of two feet shall be maintained between any type of maintenance obstruction, including but not limited to any other utility provider's lines or equipment, and the city water distribution lines, wastewater collection lines, and associated appurtenances, unless an exception is granted. If an exception is granted, a minimum vertical separation of one foot must be maintained and the city water distribution lines, wastewater collection lines, and associated appurtenances shall be constructed of ductile iron pipe or an approved ferrous material with joints that are equivalent to potable water main standards for a distance of ten feet on either side of the point of crossing. Greater separation distances may be required as specified by federal, state, or local regulations. A minimum horizontal separation of ten feet shall be maintained between the city water distribution system and wastewater collection lines, and associated appurtenances, unless an exception is granted



The developer's contractor is to extend the private force main to tie into the City's existing sewer line via new sewer lateral connection. The Developer shall be responsible for applying for the new sewer lateral.

The proposed new City installed water service lateral terminating with the water service meter enclosure will be City installed after the Developer has applied for water service and paid the applicable water and sewer service connection charges and fees to the City.

The City will try to accommodate the depicted service locations, as indicated on the approved plans; however, final determination of location of service is at the discretion of the City of Concord per Concord Code of Ordinances Chapter 62, Article II Water and Sewer Service Section 62-35(d).



GENERAL NOTES:
1. 4" AND 6" SEWER LATERAL – MINIMUM GRADE 1.0%
2. THE LATERAL SHALL BE A MINIMUM OF 5' BELOW THE EDGE OF PAVEMENT, EXCEPT WHERE DEPTH OF SEWER MAIN WILL NOT PERMIT.
3. DUCTILE IRON PIPE (DIP) MATERIAL SHALL BE USED WHERE LESS THAN 3' BUT NOT LESS THAN 18" OF COVER IS MAINTAINED OVER THE SEWER LATERAL OR WHERE THE LATERAL HAS 18" OR MORE GROUND COVER OVER THE LATERAL.
4. ALL SCHEDULE 40 PVC LATERALS SHALL BE INSTALLED USING CLASS B BEDDING. DIP SERVICE LATERAL SHALL USE CLASS C BEDDING.
5. A ROMAC STYLE "CB" SEWER SADDLE OR EQUAL WITH STAINLESS STEEL STRAP, BOLTS, NUTS, AND WASHERS SHALL BE INSTALLED ACCORDING TO MANUFACTURES RECOMMENDATION ON EXISTING SEWER MAINS. REFERENCE THE SIZING CHART ON THE MANUFACTURER'S DETAIL TO ENSURE THE SADDLE REMAINS ON CENTER WITH THE SEWER BRANCH OUTLET.
6. THE SEWER SADDLE TAP SHALL BE LOCATED ABOVE THE FLOW LINE OF THE SEWER MAIN SUCH THAT THE BRANCH PIPE AXIS FORMS AN ANGLE OF 30–DEGREES WITH THE HORIZONTAL.
7. WHERE THE DEPTH OF THE WYE BRANCH IS MORE THAN 10', A STANDPIPE SHALL BE INSTALLED TO BRING CONNECTIONS WITHIN 8' OF THE GROUND SURFACE, UNLESS A GREATER DEPTH THAN 8' IS REQUIRED TO PROVIDE THE MINIMUM SLOPE IN THE SERVICE.
8. SEWER LATERAL CLEANOUTS SHALL BE LOCATED AT THE EDGE OF THE RIGHT–OF–WAY OR PUBLIC UTILITY EASEMENT. SEWER LATERALS THAT EXTEND FROM SEWER MAINS LOCATED WITHIN THE ROAD RIGHT–OF–WAY SHALL BE LOCATED AT THE CENTER OF THE LOT OR AS INDICATED ON THE APPROVED DESIGN DRAWINGS.
9. SEWER LATERAL CLEANOUTS SHALL NOT BE LOCATED WITHIN SIDEWALKS, DRIVEWAYS OR ANY FEATURE CONVEYING OR HOUSING STORMWATER.
10. SEWER LATERALS SHOULD TIE TO THE SEWER MAIN, BUT WHEN ANSWERED ON THE DRAWINGS, THE SEWER LATERAL CAN BE INSTALLED INTO A MANHOLE. A MAXIMUM OF 3 LATERALS TO A DIDEROD MANHOLE AND A MAXIMUM OF 2 LATERALS TO AN 8–LINE MANHOLE.
11. THE SEWER LATERAL MUST NOT EXTEND MORE THAN 6" BEYOND THE MANHOLE WALL INTO THE MANHOLE. INVERT SHALL BE LEVEL WITH THE MANHOLE SHELF AND A SMOOTH, SHALLOW CHANNEL SHALL BE BUILT TO PROVIDE SMOOTH FLOW FROM THE LATERAL TO THE MAIN LINE INVERT.
12. THE CLEANOUT SHALL BE HOUSED IN A STANDARD 10" ROUND MH–MANHOLE FOR LOCATIONS NOT SUBJECT TO VEHICULAR TRAFFIC AND A 24" ROUND MH–MANHOLE FOR PEDESTRIAN AND VEHICULAR TRAFFIC. THE MH–MANHOLE SHALL BE PLASTIC, MANUFACTURED BY DFW PLASTICS, INC. OR EQUAL. FOR ALL OTHER LOCATIONS AND/OR AREAS WHERE THE SEWER LATERAL CLEANOUTS WILL BE SUBJECT TO ANY PEDESTRIAN AND VEHICULAR TRAFFIC. THE MH–MANHOLES SHALL BE H–20 LOAD TRAFFIC RATED MANHOLES COATED CMC IRON MANUFACTURED BY EAST JORDAN IRONS, INC. OR EQUAL.
13. A "S" SHALL BE SCRIBED IN THE FACE OF THE CURB ABOVE THE LOCATION OF INSTALLED SEWER LATERAL.

STANDARD SANITARY SEWER CLEANOUT WITH MINI-MANHOLE
N.T.S.

Concord — High Performance Living

CITY OF CONCORD STANDARD DETAIL
SANITARY SEWER LATERAL INSTALLATION ON EXISTING SEWER MAIN

No.	Date	By	REVISION

Drawn By:	Checked By:	Approved By:	Date	Sht	of
BCC	SVM	MSH	07/21	1	1

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CITY OF CONCORD ENGINEERING DEPT.
Phone: 704-920-5425

NOTE: CONTRACTOR SHALL PROVIDE POWER TO ALL BACKFLOW PREVENTERS HOTBOX FOR FREEZE PROTECTION.

NOTE: CONTRACTOR SHALL UTILIZE EXISTING CLEANOUTS AND WATER METERS TO SERVE NEW STRUCTURE. CONTRACTOR SHALL INVESTIGATE & INSPECT THE EXISTING CLEANOUTS AND METERS AS NEEDED TO SERVE THE NEW STRUCTURE. ADDITIONAL C.O. AND METERS MAY BE PRESENT ONSITE.

LIGHTING NOTE: SITE LIGHTING SHALL BE PROVIDED BY CITY OF CONCORD.

NOTE: CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.

NOTE: CONTRACTOR SHALL PRESSURE TEST FORCEMAIN PRIOR TO PLACING INTO OPERATION. DRAWN DOWN TEST SHALL BE PERFORMED ON LIFT STATION

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

Woodbine Design, P.C.
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blending ⅋ nature ⅋ man
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rburgess@woodbinedesign.com 704.315.5697 Cornelius, NC 28031
pwoody@woodbinedesign.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 30051 RILEY LEE BURGESS, JR.

Riley Burgess, Jr.
PE
2023.07.19
11:06:51 -04'00'
SEAL

WOODBINE DESIGN PROFESSIONAL ENGINEERING NORTH CAROLINA SEAL NO: C-4063

N
NORTH ARROW
0 10 20 40
Graphic Scale 1" = 20 ft.

Project: SAVE THE CHILDREN – CONCORD
Location: 430 HARRIS ST. NW CONCORD, CABARRUS COUNTY, NC
Sheet Title: UTILITY PLAN

DEVELOPER/OWNER
SAVE THE CHILDREN

Designed By: Woodbine Design
Drawn By: NJA
Date: 3/14/23
Revisions:
7/19/23–1st com. review

Sheet C7 of 10
Project Number 21026

Public

CCS Opportunity School (CN-PSA-2024-00094)

4521 Weddington Rd.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	21,305 sf building learning center for kids	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

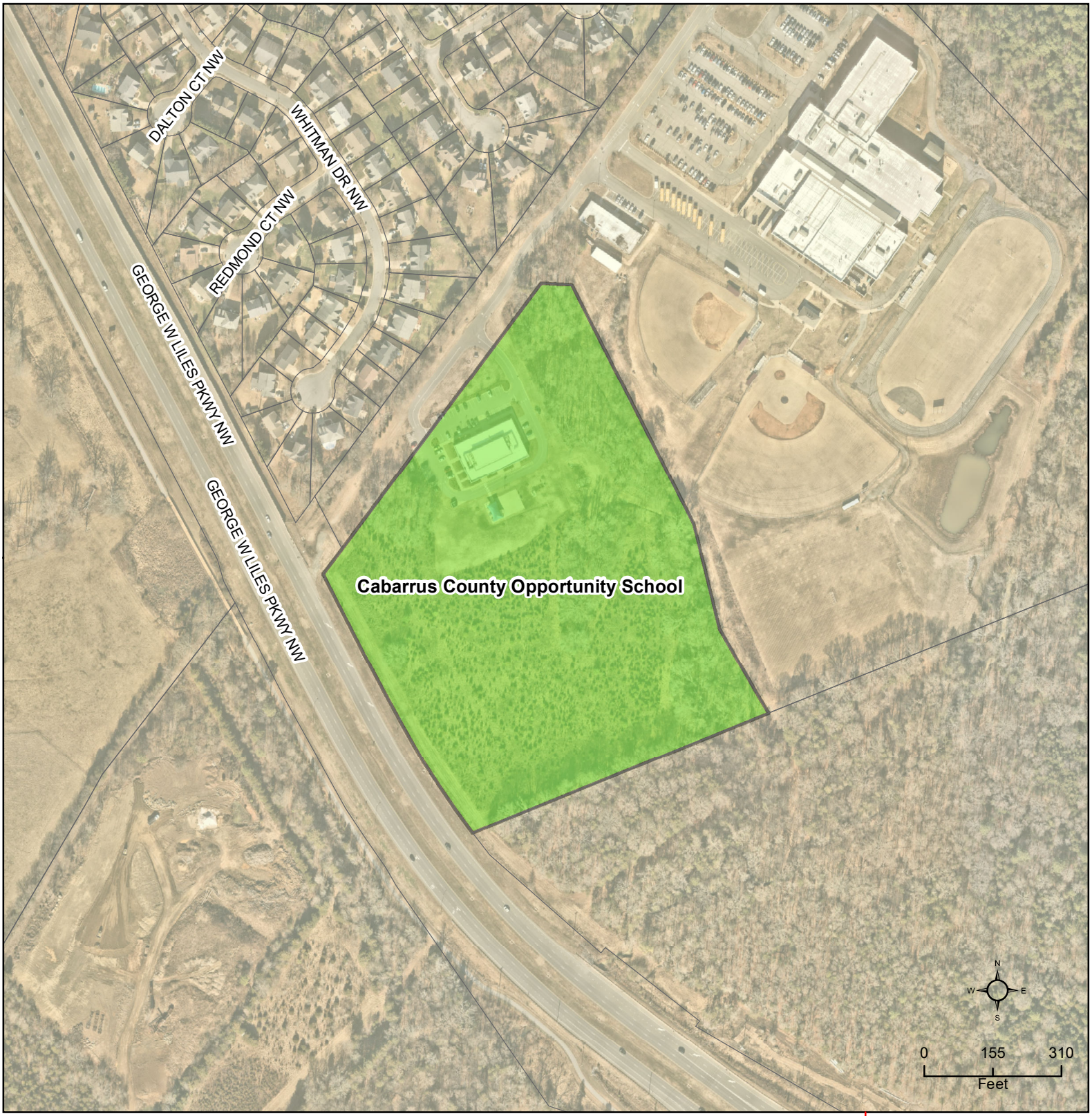
Total	2024
1,750	**1,750**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	1	0	0	0

Brief Summary

This site is located on the corner of the education campus that includes Weddington Hills Elementary, Winkler Middle, and the Performance Learning Center. This school is a new 21,305 sf building that is intended to provide a learning environment for children that have or have had behavioral issues. The applicant is anticipating that the total number of students and staff will max out at 175. This parcel is in the George W. Liles Small Area plan.



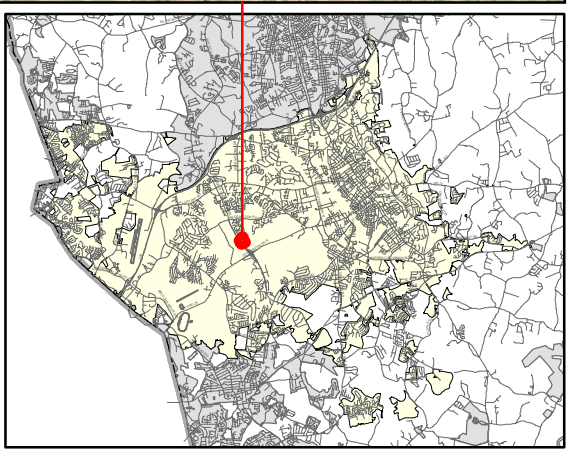
CN-PSA-2024-00094 - Cabarrus County Opportunity School

Type: Public

School building

Allocation Request: 1,750

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	Cabarrus County Opportunity School					
2.)	Description of project location:	4521 Weddington Rd, Concord, NC 28027 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))					
3.)	Cabarrus County Parcel Identification Number:	56007085600000	3a.)	Parcel Acreage:	15.940		
4.)	Site Zoning and use:	RM-2 - School	5.)	Area Commercial or Industrial Building (sq. ft.)	N/A		
6a.)	Description of Facility to be served.	Opportunity School	6b.) Number of Lots	1	6c.) Number of Units	N/A	
7d.)	Additional description information:	School, sharing parcel with Performance Learning Center School (existing)					

B. Applicant Information

Brian Cone , Director of Architecture, Planning and Constr (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	4401 Old Airport Road (Applicant's Street or Box Number)
Cabarrus County Schools (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Concord, NC 28025 (Applicant's City, State, Zip Code)
704-260-5654 (Applicant's Phone Number)	 (Applicant's Facsimile Number)
Jason Dolan (Name) jason.dolan@timmons.com (Email) (Name with Title and Email of contact person, who can answer questions about application)	brian.cone@cabarrus.k12.nc.us (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Brian Crutchfield (Typed name of North Carolina Professional Engineer)	Timmons Group (Company Name)
34288 (NCPE Registration Number)	610 E. Morehead St, Suite 250 (Street or Box Number)
704-376-1073 (Phone Number)	Charlotte, NC 28202 (City, State, Zip Code)
Principal (Name and affiliation of contact person, who can answer questions about **application & designs**)	brian.crutchfield@timmons.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☑	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☐	Other (specify): Domestic waste from training facility		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
(●) No
( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 1,750 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
Schools without cafeteria, gym or showers	10 gal/ student or teacher	175	GPD 1,750
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	GPD 1,750

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I _ Brian Cone _____, **the undersigned, do hereby make application for preliminary wastewater**
(Printed Name)

allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.

Brian C. Cone Digitally signed by Brian C. Cone
DN: C=US, E=brian.cone@cabarrus.k12.nc.us, O=Cabarrus County Schools, CN=Brian C. Cone
Reason: I am approving this document
Date: 2024.07.16 13:54:31-04'00'

July 16, 2024

Signature: Date:

Civil Design Narrative

Codes and Standards

City of Concord Development Ordinance
City of Concord Technical Standards Manual
North Carolina Accessibility Code
NCDEQ Erosion and Sediment Control Planning and Design Manual
NCDEQ Post Construction Stormwater Manual

Site Data

The Site Survey is nearing completion but was unavailable at the time of this narrative. The as-built documents for the Performance Learning Center were provided and utilized for coordination and development of the Concept Site Plan. Final Site Details related to the construction of exterior improvements will be included in the Construction Documents.

The site is located at the southwest corner of the education campus that includes Weddington Hills Elementary, Winkler Middle and the Performance Learning Center in the City of Concord, North Carolina. The campus is generally located at the southeast corner of the intersection of Weddington Road and George W. Liles Parkway. The campus is 123.48 acres and is zoned RM-2 and O-I and is comprised of three (3) parcels. All vehicular access is from Weddington Road along existing roads that serve the other schools. This project will consist of one (1) new building with surface parking for visitors and staff on the north side of the building and bus access on the south side of the building.

The site slopes generally from north to south at an approximate 1.5% grade. There is an existing drainage feature along the eastern edge of the development area, but our project will not result in any work near this drainage feature. The existing Performance Learning Center directs storm drainage runoff to a above ground stormwater pond with a sand filter east of the building. The intent is to expand the sand filter and stormwater basin to the south to account for the added runoff from the Opportunity School. There are existing mature trees along the perimeter of the development area and those trees are to be preserved.

This project will result in an increase in impervious cover and will be subject to the NCDEQ Post Construction Stormwater Manual. Stormwater will be collected via catch basins and area drains and piped to the expanded stormwater pond.

This project will be subject to the City of Concord Development Ordinance. Trees and landscape islands will be required in the new parking lot. Landscaping will be provided in the form of native trees and shrubs in order to maximize suitability with minimal reliance on supplemental irrigation. Irrigation is not intended for this project. The landscaping materials will be consistent with the look of those on the remainder of the campus.

End Civil Design Narrative

Public

Hartsell Park Sewer Allocation (CN-PSA-2023-00103)

57 Sunderland Rd. SW.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	Splash pad restroom and replacement of burned restroom	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

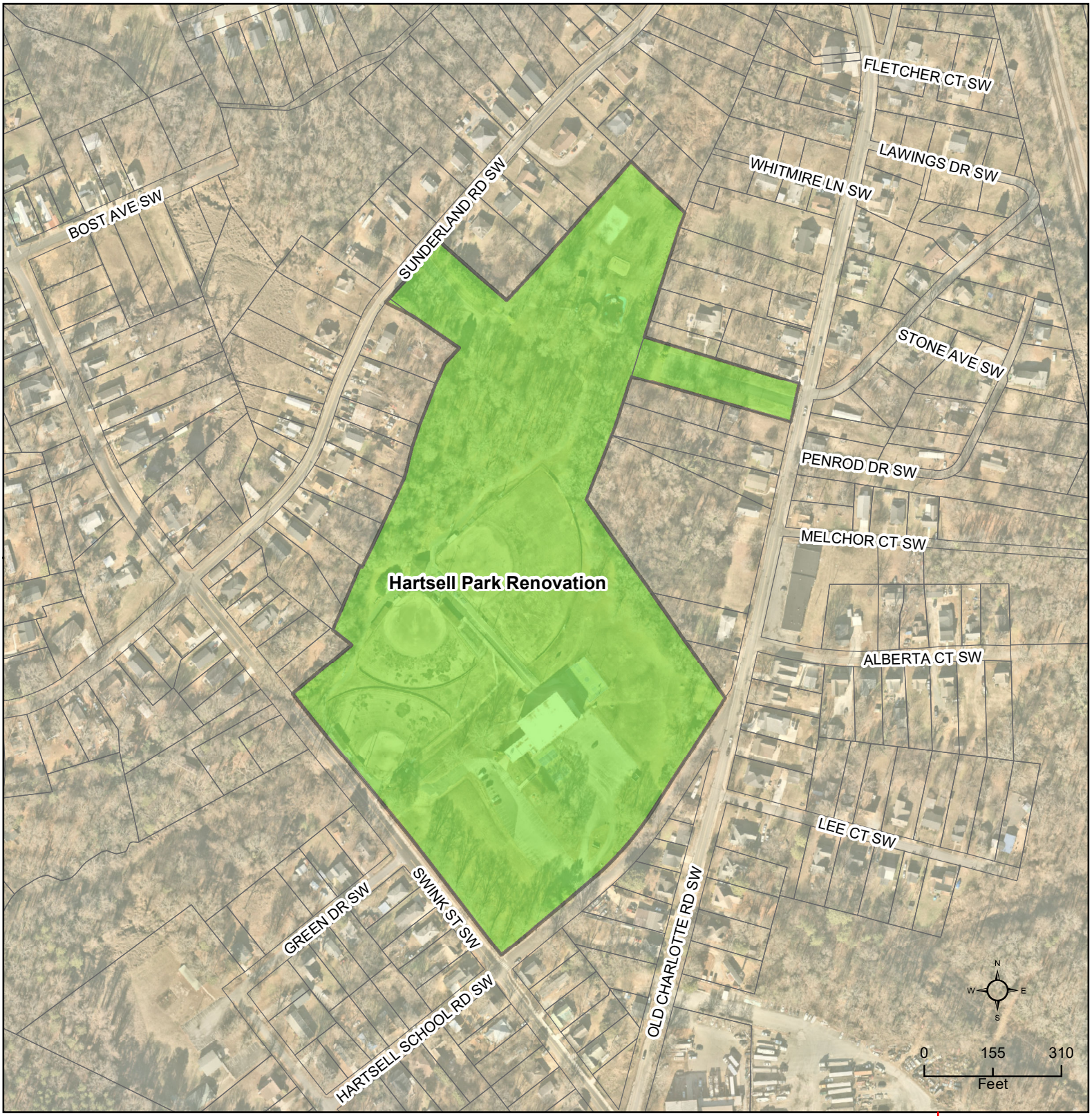
Total	2024
3,850	**3,850**

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

The City of Concord Park Department is proposing a redevelopment and expansion project at Hartsell Park. The sewer allocation request is for the new restroom and renovated restroom, but the park is looking to add many more improvements to the park at the same time.



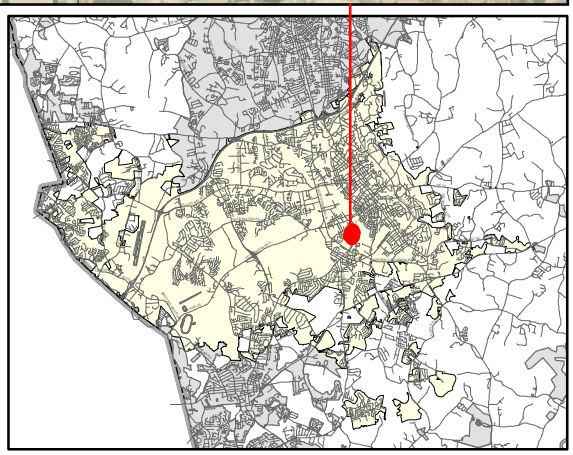
CN-PSA-2024-00103 - Hartsell Park Renovation

Type: Public

Splash pad restroom and restroom replacement

Allocation Request: 3,850

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	**Project Title:**	Hartsell Park				
2.)	**Description of project location:**	65 Sunderland Road SW Concord, NC 28027 (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####))				
3.)	**Cabarrus County Parcel Identification Number:**	5620513566, 5620527265	3a.)	**Parcel Acreage:**	+/- 21.44 AC	
4.)	**Site Zoning and use:**	RV	5.)	**Area Commercial or Industrial Building (sq. ft.)**	N/A	
6a.)	**Description of Facility to be served.**	Public Park	6b.) **Number of Lots**	N/A	6c.) **Number of Units**	N/A
7d.)	**Additional description information:**	Proposed Splash Pad Restroom and Replacement of Existing Burned Restroom				

B. Applicant Information

George A. Berger, Senior Planner (Title) (**Name** of **legal owner**, **board**, **council**, and/or **authorized official with title**; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	147 Academy Ave NW (Applicant's Street or Box Number)
City of Concord (**Name of Applicant's company, city, town, corporation, sanitary district, water company or other** defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Concord, NC 28025 (Applicant's City, State, Zip Code)
704-920-5641 (Applicant's Phone Number)	704-920-5641 (Applicant's Facsimile Number)
George A. Berger (Name) bergerg@concordNC.gov (Email) (Name with Title and Email of contact person, who can answer questions about application)	bergerg@concordNC.gov (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

David Daniels (Typed name of North Carolina Professional Engineer)	Bolton & Menk (Company Name)
048336 (NCPE Registration Number)	1801 N Graham St. Suite 320 (Street or Box Number)
980-748-6159 (Phone Number)	Charlotte, NC 28206 (City, State, Zip Code)
David Daniels - Project Manager (Name and affiliation of contact person, who can answer questions about **application & designs**)	david.daniels@bolton-menk.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☑	Other (specify): Public Park and associated amenities		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	**% Commercial**
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:
- (●) No
- ( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project**: 3850 gallons per day
*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**
(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)			No. of Units	Flow	
Proposed Restroom	250	gal/	fixture	14 fixtures	GPD	3500
Splash Pad	350	gal/	day		GPD	350
		gal/			GPD	
		gal/			GPD	
		gal/			GPD	
		gal/			GPD	
				Total	GPD	3850

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I George Berger (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

George A Berger Digitally signed by George A Berger Date: 2024.07.19 10:14:02 -04'00' 7/19/2024

Signature: Date:

BOLTON & MENK
Real People. Real Solutions.

1801 North Graham Street
Suite 320
Charlotte, NC 28206

Ph: (704) 376-1555
Bolton-Menk.com

Hartsell Park Wastewater Flow Calculation

Hartsell Park

Parks with restroom facilities: 250gal/plumbing fixture

14 proposed fixtures x (250 gal/ 1 plumbing fixture) **= 3500 gpd**

Splash Pad

Filtration System Backwash **= 350 gpd**

Number averaged – 700 gallons, which will likely occur every 2-3 days

---

Total Average Flow = **3850 gpd**

= 2.67 gpm

Peak Flow **= Average Flow x 2.5**

= 9625 gpd (Peak Flow)

= 401.04 gph (Peak Flow)

= 6.68 gpm (Peak Flow)

*Sewer loading factors taken from NCDENR "15A NCAC 02T .0114 Wastewater Design Flows"

**Pool drainage 1-2 times a year excluded from sewer demand calculation

*** Per conversation with staff, wall hydrants in the new restrooms and annual discharge from the splash pad's remote reservoir have been excluded.

Bolton & Menk is an equal opportunity employer.

BOLTON & MENK
Real People. Real Solutions.

1801 North Graham Street
Suite 320
Charlotte, NC 28206

Ph: (704) 376-1555
Bolton-Menk.com

Sanitary Sewer Allocation Narrative - Hartsell Park

July 19th, 2024

This sewer allocation application is to support a redevelopment and expansion project at Hartsell Park Complex in the City of Concord. The total site area is approximately +/- 21.44 acres and consists of parcels 5620513566 and 5620527265. The properties are zoned RV (Residential Village). The park site is surrounded by single-family residential neighborhoods.

Proposed improvements and amenities for the park are based on a master plan adopted by the City Council on December 9th, 2021, and are summarized below:

- New Restroom/ Picnic Shelter
- Renovated Restrooms
- Shaded Seating Areas
- Themed Playground
- Splash Pad
- Pickleball Courts
- Improved Parking
- Passive Lawn
- Renovated Baseball Fields
- Improved Walkways
- Entrance Monumentation
- Volleyball
- Badminton
- Cornhole
- Stormwater
- Landscaping

Stormwater management will be accomplished by a combination of aboveground and below ground conveyances – utilizing low impact development practices to the extent practical. Post-Construction stormwater control measures will be implemented as necessary to comply with local and state detention / water quality ordinances.

New water services are proposed to serve restroom facilities, drinking fountains, supply for splash pad circulation. Proposed gravity sanitary sewer services will be discharged into an existing public main running through the site, which is owned by the Water and Sewer Authority of Cabarrus County (WSACC). The estimated sewer flow demand for this project is approximately 3,850 gallons per day (gdp).

Bolton & Menk is an equal opportunity employer.

Public

David Phillips Park (CN-PSA-2023-00104)

946 Burrage Rd. NE.

DRC	Entitled	Units	PRS Routed	Technically Approved
No	Yes	Expansion of existing restroom	No	No

Previously Considered

Considered 3/22/22	Considered 7/19/22	Considered 9/20/22	Considered 12/20/22	Considered 3/21/23	Considered 12/19/23	Considered 3/26/24	Considered 6/26/24
No	No	No	No	No	No	No	No

Allocation Request

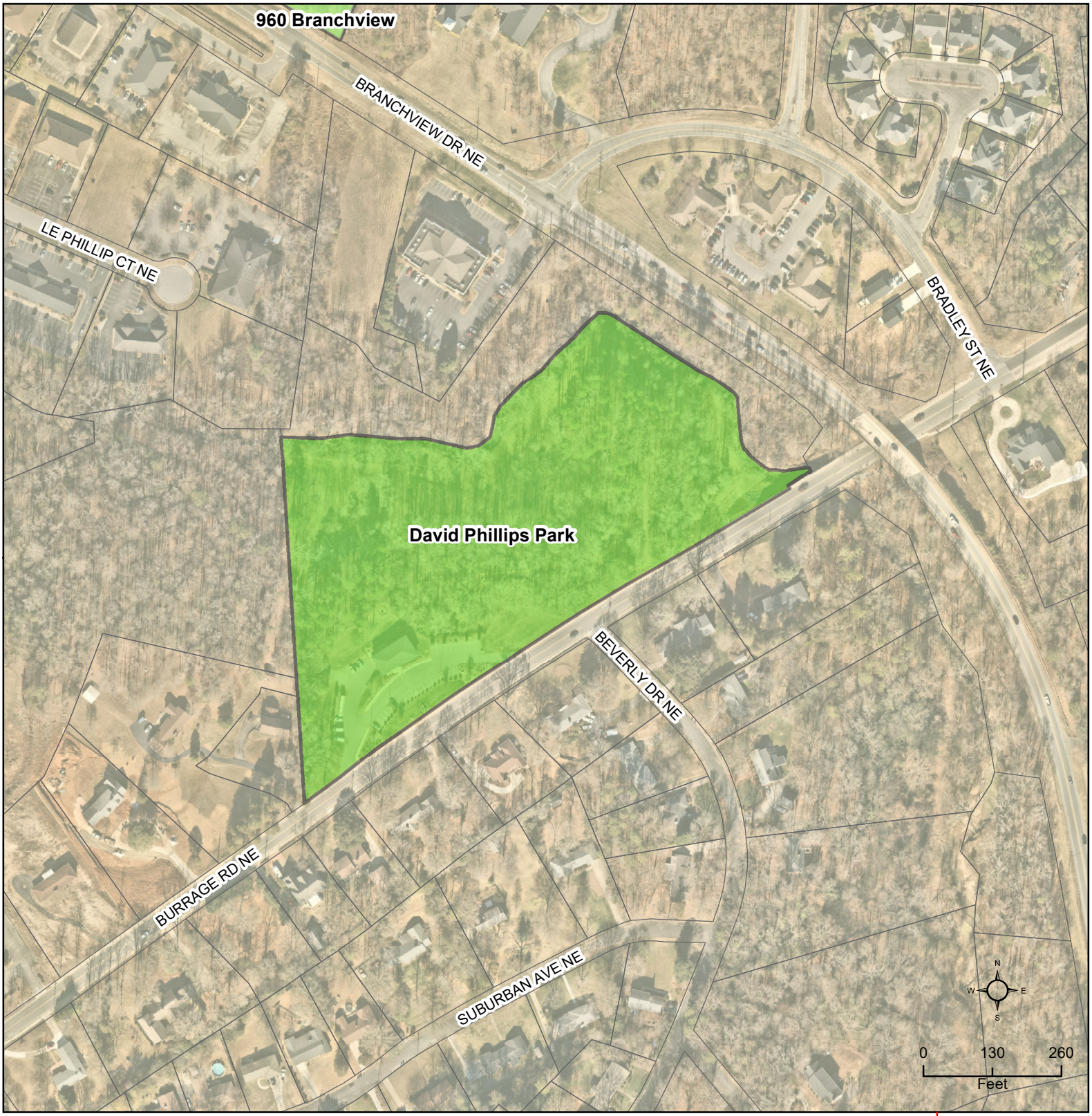
Total	2024
1,000	1,000

Project Scoring

Office	Small Area Plan	Part of Approved Mixed Use	Annexation (Not ED)	Logistics/Distribution
0	0	0	0	0

Brief Summary

The City of Concord Park Department is proposing a redevelopment and expansion project at Hartsell Park. The sewer allocation request is for the expansion of the restroom, but the park is looking to add many more improvements to the park at the same time.



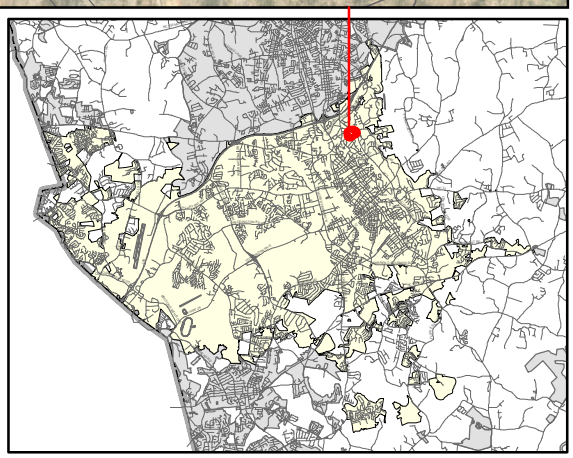
CN-PSA-2024-00104 - David Phillips Park

Type: Public

expansion of existing restroom

Allocation Request: 1,000

Developments
Parcels
Rivers
Concord
Cabarrus County



PRELIMINARY WASTEWATER FLOW APPLICATION

(THIS FORM MAY BE PHOTOCOPIED FOR USE AS AN ORIGINAL)

TO BE COMPLETED BY THE CITY OF CONCORD	
Planning Case No:	
Engineering Project No:	
ATC No:	

A. Project Information

1.)	Project Title:	David Phillips Park				
2.)	Description of project location:	946 Burrage Road NE (Example: Site located on (Road name) SR ####, approx #### linear feet (North, South, West or East) of the intersection of Road name (SR ####) and Road Name (SR ####)				
3.)	Cabarrus County Parcel Identification Number:	56215930250000	3a.)	Parcel Acreage:	10.387	
4.)	Site Zoning and use:	RM-1 Park	5.)	Area Commercial or Industrial Building (sq. ft.)	N/A	
6a.)	Description of Facility to be served.	Public Park	6b.) Number of Lots	N/A	6c.) Number of Units	N/A
7d.)	Additional description information:	expansion of existing restroom building				

B. Applicant Information

George A. Berger, Senior Planner (Title) (Name of legal owner, board, council, and/or authorized official with title; as defined in property records and/or a registered agent(s) as listed in the NC Secretary of State Corporation filings, hereby referred to as the Applicant.)	147 Academy Ave., NW (Applicant's Street or Box Number)
City of Concord (Name of Applicant's company, city, town, corporation, sanitary district, water company or other defined in property records and/or as listed in the NC Secretary of State Corporation filings. as applicable.)	Concord, NC 28205 (Applicant's City, State, Zip Code)
704-920-5641 (Applicant's Phone Number)	704-920-5641 (Applicant's Facsimile Number)
George A. Berger (Name) bergerg@concordnc.gov (Email) (Name with Title and Email of contact person, who can answer questions about application)	bergerg@concordnc.gov (Applicant's Email Address)

REQUIRED
Applicant is to attach documentation of their signature authority if signing for a corporation and documentation of ownership if signing as owner.

C. Design Engineer Information if available

Marc Van Dine (Typed name of North Carolina Professional Engineer)	McAdams (Company Name)
036289 (NCPE Registration Number)	2100 South Tryon Street, Suite 400 (Street or Box Number)
704-527-0800 (Phone Number)	Charlotte, NC 28203 (City, State, Zip Code)
Marc Van Dine, Group Manager (Name and affiliation of contact person, who can answer questions about application & designs)	vandine@mcadamsco.com (Engineer's Email Address)

NOTE: Final allocation approval must be obtained by the preliminary allocation approval expiration date. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

D. Wastewater Discharge Information

1.) The origin of this wastewater is (check all that apply):

☐	Residential Subdivision	☐	Retail (Stores, shopping centers)
☐	Apartments/Condominiums	☐	Institution
☐	Mobile Home Park	☐	Hospital, nursing home, dental
☐	School, preschool, daycare	☐	Church
☐	Restaurants (Food or drink facilities)	☐	Sports Centers
☐	Hotels or motels	☐	Business, offices, factories
☑	Other (specify): Park		

2.) The type of wastewater is (indicate percentage):

	% Domestic
100	% Commercial
	% Industrial
	% Other use (Specify) _____

3.) Pretreatment required:

(●) No

( ) Yes **(Specify or attach effluent documentation)**

4.) **Volume of wastewater flow to be allocated for this particular project:** 1000 gallons per day

*Wastewater discharge volume shall be calculated in accordance with values defined in **Title 15A NCAC 2T .0114**

(Do not include future wastewater discharge projections that are outside of the scope of the project or previously allocated wastewater flow.)

5.) Summarize wastewater flow generated by project in the table below: The **wastewater flow calculations** used in determining the permitted flow in accordance with **15A NCAC 2T .0114**

a) **See 15A NCAC 2T.0114(b), (d), (e)(2)** for caveats to wastewater flow rates (i.e., minimum flow per dwelling, proposed unknown non-residential development, uses; public access facilities located near high public use areas; as defined in G.S. 42A-4).

b) **Per 15A NCAC 02T.0114(c), design flow rated for establishments not identified [in Table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.**

{Flow rates NOT listed in table 15A NCAC 2T .0114 must be supported with actual water use or wastewater discharge data in accordance with 15A NCAC 2T .0114 (f) and must be attached to this application and sealed by a NC licensed professional engineer.}

Established Type (See 02T.0114(f))	Daily Design Flow (a, b)	No. of Units	Flow
park with restroom facility	250 gal/ plumbing fixture	4	GPD 1000
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	Total		GPD 1000

E. Applicant Acknowledgment

Applicant Acknowledgement: TO BE COMPLETED BY THE APPLICANT

I George A. Berger (Printed Name), **the undersigned, do hereby make application for preliminary wastewater allocation wastewater allocation. I hereby certify that I have full legal rights to request such action and that the statements or information contained herein and herewith are true and correct to the best of my knowledge.**

Signature: _____ Date: 7-19-2024

July 19, 2024

RE: Sanitary Sewer Allocation Narrative - David Phillips Park
Concord, North Carolina
COC23002.00

NARRATIVE

Sewer allocation is required to support the further development of David Phillips Park in the City of Concord North Carolina. The total site area is approximately 10.387 acres. The property is zoned RM-1 which allows for the proposed development. Adjacent site uses are single family homes and Epworth United Methodist Church with Threemile Branch forming the Northern and Northeastern border of the site along with Branchview Drive NE. Proposed amenities will include the following:

- Terraced ADA walk + hillside garden;
- Expanded restroom facility at existing shelter;
- Nature based playground;
- Flex area for games;
- Hillside slide;
- Outdoor classroom + bird watching area with shade structure;
- Aggregate + paved trails;
- Tree house + ADA boardwalk ramp;
- Integrated rain garden style stormwater facilities;

Stormwater management will provide through a combination of hillside step pools emptying into a constructed wetland facility. These facilities are also meant to be used as educational tools on site to teach visitors about water quality and natural systems. Post construction stormwater control measures will be implemented as necessary to comply with local and state detention/water quality ordinances.

Existing water service to restroom will be re-outed to construct tiered ADA walk and hillside garden. Water lines for quick connect hose bibbs will be extended toward garden beds. Proposed gravity sanitary sewer services will be discharged into existing public main running through the site, which is owned by the Water and Sewer Authority of Cabarrus County (WSACC). The estimated sewer flow demand associated with this project is 1,000 gallons per day.