



ROWAN COUNTY COMMISSION AGENDA
March 2, 2020 - 3:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

- Consider Approval of the Minutes: February 17, 2020 and February 24, 2020

1 Consider Approval of Consent Agenda

- A. Sale of Ground Lease Hangar
- B. NCDOT Resolution for Secondary Road Petition Process
- C. Sale of Ground Lease Hangar (2 of 2)
- D. Closure for Taxiway Rehabilitation
- E. Schedule Quasi-Judicial Hearing for an Amendment to CUP 08-16: Cherry Treesort and Consideration of a Vested Right for 5 years
- F. Fighting Against Cancer Together Event at WEP
- G. CommScope Donor Hold Harmless Agreement
- H. Reserve Funds for Repairs at RiverPark at Cooleemee Falls
- I. West End Plaza Leasing Policy

2 Public Comment Period

- 3 Public Hearing & Summary Presentation - EDC 'Project Toaster'
- 4 Public Hearing: 2020-21 HOME Funding Action Plan
- 5 UPDATE: Solar Energy System Moratorium [ZTA 02-19]
- 6 Consider Approval of Waffle House Architectural Plans for West End Plaza Outparcel on Statesville Boulevard
- 7 Piedmont Skydiving Relocation
- 8 Consider Approval of Board Appointments
- 9 Closed Session
 - To Consider Approval of the Minutes of the Closed Sessions held on: December 16, 2019; January 6, 2020 and February 24, 2020
 - To Discuss a Personnel Matter
- 10 Adjournment

Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: February 20, 2020
SUBJECT: Consider Approval of the Minutes: February 17, 2020 and February 24, 2020

ATTACHMENTS:

Description	Upload Date	Type
February 17, 2020 Minutes	2/20/2020	Cover Memo
February 24, 2020 Minutes	2/24/2020	Cover Memo

**MINUTES OF THE MEETING OF THE
ROWAN COUNTY BOARD OF COMMISSIONERS**

February 17, 2020 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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Present: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Judy Klusman, Member
Craig Pierce, Member

Absent: Mike Caskey, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds welcomed Reporter Natalie Anderson, new reporter with Salisbury Post.

Chairman Edds reported the County had picked up 810 pounds of garbage along East Ridge Road in the past week (over a 2-day period). Chairman Edds noted the cleanup efforts were costing the taxpayers and he appealed to the public to stop littering. Chairman Edds suggested the Board receive a report each month as to how much garbage the County was actually picking up.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds moved to add a request to the Consent Agenda to withdraw the application from the North Carolina Wildlife Resources Commission for a no-wake zone in the waters of Panther Creek on High Rock Lake. Chairman Edds added the issue to the Consent Agenda item N.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously (4-0).

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the February 3, 2020 Commission Meeting passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. The Duke Endowment – Healthy People, Healthy Carolinas Grant
- B. Community Health Grant Year Three Continuation Application
- C. Heplisav-B Vaccine
- D. Fee and Financial Policy
- E. Interlocal Detention Center Agreement With Cabarrus County
- F. Consider Second Vote to Approve STA 02-19
- G. Home and Community Care Block Grant Advisory Committee Appointment
- H. Tax Refunds for Approval
- I. Schedule Public Hearing for March 2, 2020 for HOME Funding Action Plan
- J. Change Order for Library West Branch
- K. Request for Public Hearing for 'Project Toaster'
- L. Donation of Parcel 032 065 to The Town of Spencer, NC
- M. Proclamation Honoring Salisbury Post Journalist Mark Wineka
- N. Withdrawal of Application from North Carolina Wildlife Resources Commission for No-Wake Zone in Waters of Panther Creek on High Rock Lake (addition to the Consent Agenda)

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

FINANCIAL REPORTS

Assistant County Manager/Finance Director Leslie Heidrick presented financial graphs that depicted the following information:

- Annual Cumulative Current Year Property Tax Comparisons as of December in FY 2020 - \$70,028,660
- Monthly Current Year Property Tax Collections As a Percentage of Budget as of December in FY 2020 – 14.04%
- Annual Cumulative Sales Tax Comparisons as of October in FY 2020 - \$9,295,800

- Annual Cumulative Revenue Comparisons as of January FY 2020- \$98,498,079
- Annual Cumulative Expenditure Comparisons as of January FY 2020- \$83,445,971

CONSIDER APPROVAL OF BUDGET AMENDMENTS

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Social Services – Expenditures and/or revenues revised based on Funding Authorizations received from the State. Funding authorizations reflect the actual amount received and may increase/decrease the original budget estimate - \$79,857
- Finance – To appropriate fund balance for public safety capital projects for a new Single Phase UPS for the Youngs Mountain tower site - \$23,000
- To transfer funds to complete RCCC's roofing project that was budgeted during FY 2019 - \$179,310
- Finance To de-obligate Emergency Services unspent NC Tier II Grant, number T-2-2019, funds - \$107
- Sheriff - Recognize SCAAP Grant funds received and budget to appropriate accounts - \$16,932
- Finance - Budget the NRA Foundation Grant awarded to Rowan County Cooperative Extension and accepted by the BOC on 2/03/20 - \$768
- Finance – Recognize reserved funds from FY 2019 for Animal Services Grants and donations. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$47,786
- Finance – Budget for bank attorney fees and title insurance paid with proceeds at August 15, 2019 RSS/RCCC loan closing and to adjust general ledger accounts – \$6,519,220

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:11 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • Fax 704-216-8195

MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

February 24, 2020 – 10:30 AM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Judy Klusman, Member
Craig Pierce, Member

Absent: Mike Caskey, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 10:30 a.m.

Chaplain Michael Taylor provided the Invocation and

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously (4-0).

1. CLOSED SESSION

Chairman Edds moved at 10:35 a.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute §143-318.11(a)(6) for a personnel matter. The motion was seconded by Commissioner Greene and passed unanimously.

The Board returned to Open Session at 11:55 a.m. No action was taken.

2. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 11:55 a.m. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport and Transit Director
DATE: 2/19/2020
SUBJECT: Sale of Ground Lease Hangar

Ronald Steelman sold his Ground Lease Hangar to Charles Black. A new ground lease has been prepared and awaits signature.

Approve on Consent Agenda.

ATTACHMENTS:

Description	Upload Date	Type
Bill of Sale & New Lease	2/19/2020	Exhibit

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of Twenty Seven Thousand and no/100 Dollars (\$27,000), This is hereby acknowledged by Ronald H Steelman, and other valuable considerations, the tender and receipt of which is hereby acknowledged, for the leasehold interest, together with the personal property located thereon and within, the airport hanger designated as T-Hanger No. 20, located at 3670 Airport Loop Road, Salisbury, NC, does hereby grant, sell, transfer, and deliver unto Charles Bernard Black the leasehold interest, together with the personal property located on, about and within the airport hanger designated as T-Hanger No. 20 located at 3670 Airport Loop Road, Salisbury, NC.

To have and to hold all and singular the goods and chattels to Charles Bernard Black, his heirs and assigns, to his own use and behoove forever.

And the undersigned hereby covenant with the grantee that he is the lawful owner of said goods and chattels; that he has good right to sell the same as aforesaid; and, that he will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the undersigned have thereunto set forth their hand and seal, this the 23rd day of December, 2019.

Ronald H Steelman (SEAL)

Ronald H Steelman

STATE OF North Carolina

COUNTY OF Rowan

I, the undersigned Notary Public of the County or City of Salisbury and State aforesaid, certify that RONALD H STEELMAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument of for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23rd day of December, 2019.

(Affix Seal)

NOTARY PUBLIC

Laurie Barringer

Notary's Printed or Typed Name

My Commission Expires: 1-16-22

NORTH CAROLINA

ASSIGNMENT OF HANGAR LEASE

ROWAN COUNTY

This Agreement made the 3 day of January, 2020 by and among Ronald H. Steelman (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and Charles B. Black (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 3 day of January, 2020, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar 20 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of 27, Thousand _____ Hundred 0 and no/100 (\$ 27,000.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TENANT:

Ronald H. Steelman
Print Name: Ronald H. Steelman

Mailing Address: 1710 Walker Street
Salisbury, NC 28144

ASSIGNEE:

Charles B. Black
Print Name: Charles B. Black

Mailing Address: 860 Mainsail Road
Salisbury, NC 28146

LANDLORD: ROWAN COUNTY
BY:

Its: Chairman/Manager

Mailing Address: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: February 19, 2020
SUBJECT: NCDOT Resolution for Secondary Road Petition Process

BACKGROUND

The accompanying resolution has been submitted by NCDOT District Engineer Mezak Tucker, PE, requesting the Board of Commissioners' consideration and adoption. The resolution proposes a streamlined process for road petitions in Rowan County that seek acceptance into the NCDOT Secondary Road Maintenance System. This revised process would rely on the attached resolution as the Board of Commissioners' support for each new road petition submitted to the NC Board of Transportation without having to solicit the Board of Commissioners each time a request is made to NCDOT.

According to NCDOT, this process has been in use in Davie and Forsyth counties with success.

RECOMMENDATION

Planning Staff and Clerk to the Board are in favor of adopting this resolution.

REQUIRED ACTION

The Board of Commissioners should adopt the resolution and authorize the Chairman to sign it. The Clerk to the Board should attest the signature and forward an original to NCDOT.

ATTACHMENTS:

Description	Upload Date	Type
NCDOT Secondary Roads Resolution	2/19/2020	Resolution Letter

3**

**RESOLUTION REQUESTING THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO PROCESS ALL PETITIONS FOR ADDITIONS TO THE
STATE MAINTAINED SECONDARY ROAD SYSTEM
WITHIN ROWAN COUNTY**

WHEREAS, NC.C.G.S. 136-44.10 requires the Board of Transportation to adopt uniform statewide or regional standards and criteria for the Department of Transportation to follow for additions to the secondary road system;

WHEREAS, there is no legal requirement that counties investigate or approve these petitions for additions to the State Maintained Secondary Road System; and

WHEREAS, petitions for additions to the State Maintained Secondary Road System within Rowan County are being filed with the Rowan County Board of Commissioners for its approval; and

WHEREAS, the Rowan County Board of Commissioners acknowledges that it is the legal responsibility of the North Carolina Department of Transportation to process all petitions for additions to the State Maintained Secondary Road System in accordance with the statewide or regional standards and criteria for roads located within Rowan County;

NOW, THEREFORE, BE IT RESOLVED, that the Rowan County Board of Commissioners hereby requests that the North Carolina Department of Transportation process all petitions for additions to the State Maintained Secondary Road System for roads located within Rowan County consistent with the statewide or regional standards and criteria adopted by the Board of Transportation as provided by law without further approval by Rowan County.

Adopted this ____ day of _____, 2020.

Chairman, Rowan County
Board of Commissioners

Attest:

Carolyn Barger
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele
DATE: 2/20/2020
SUBJECT: Sale of Ground Lease Hangar (2 of 2)

Lester Bradway sold his Ground Lease Hangar to David Moore. A new ground lease has been prepared and awaits signature.

Approve on consent agenda.

ATTACHMENTS:

Description	Upload Date	Type
Bill of Sale & Ground Lease	2/20/2020	Exhibit

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned in consideration of the sum of Twenty Five Thousand and no/100 Dollars (25,000). This is hereby acknowledged by Lester M Bradway and other valuable considerations the tender and receipt of which is hereby acknowledged, for the leasehold interest, together with the personal property located thereon and within, the airport hangar designated as T-Hangar No. 10, located at 3320 Airport Loop Road, Salisbury, NC does hereby grant, sell, transfer, and deliver unto David L. Moore the leasehold interest together with the personal property located on or about and within the airport hangar designated as T-Hangar No. 10 located at 3320 Airport Loop Road, Salisbury, NC.

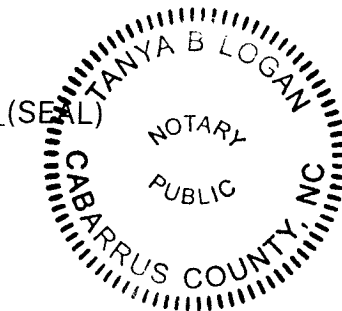
To have and to hold all and singular goods and chattels to David L. Moore, his heirs and assigns, to his own use and behoove forever.

IN WITNESS WHEREOF, the undersigned have thereunto set forth their hand and seal, this the 3rd day of January, 2020.

Lester M. Bradway

Lester M Bradway

STATE OF North Carolina
COUNTY of Rowan



I, the undersigned Notary Public of the County or City of Salisbury and State aforesaid, certify that Lester M Bradway personally appeared before me this day and acknowledged the due execution of the foregoing instrument of for the purposes herein expressed. Witness my hand and Notarial stamp or seal this 3rd day of January, 2020.

(Affix Seal) Tanya B Logan

NOTARY PUBLIC

Tanya B Logan

Notary's Printed Name

NORTH CAROLINA

ASSIGNMENT OF HANGAR LEASE

ROWAN COUNTY

This Agreement made the 1 day of JANUARY, 2020 by and among LESTER M. BRADWAY (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and DAVID L. MOORE (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 1 day of JANUARY, 2020, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar ___ located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of 25 Thousand 0 Hundred 0 and no/100 (\$ 25,000..00)

Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TENANT:

Lm. Bradway

Print Name: LESTER M. BRADWAY

Mailing Address: 250 PEACH ORCHARD RD.
SALISBURY, NC. 28147

ASSIGNEE:

David L. Moore

Print Name: DAVID L. MOORE

Mailing Address: 2500 MOUNT PLEASANT RD W
MOUNT PLEASANT NC 28124

LANDLORD: ROWAN COUNTY
BY:

Its: Chairman/Manager

Mailing Address: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele
DATE: 2/20/2020
SUBJECT: Closure for Taxiway Rehabilitation

The taxiway rehabilitation project to resurface all taxiways and the corporate apron is scheduled to occur in April (possibly late March). Options for phased closures verses a single continuous closure were reviewed and considered.

I proposed that we implement a 10 day continuous closure of the runway and all taxiways in order to:

- 1- Reduce the project costs by approximately 25%.
- 2-Reduce timeline of impact on the airport users from 35 days (when done in phases) down to one 10 day block (consecutive).
- 3-Increase safety. There will be no confusion as to what areas of the airfield are open/closed changing daily/hourly & no back-taxi on the runway.
- 4-Get a better quality overall for the asphalt product.

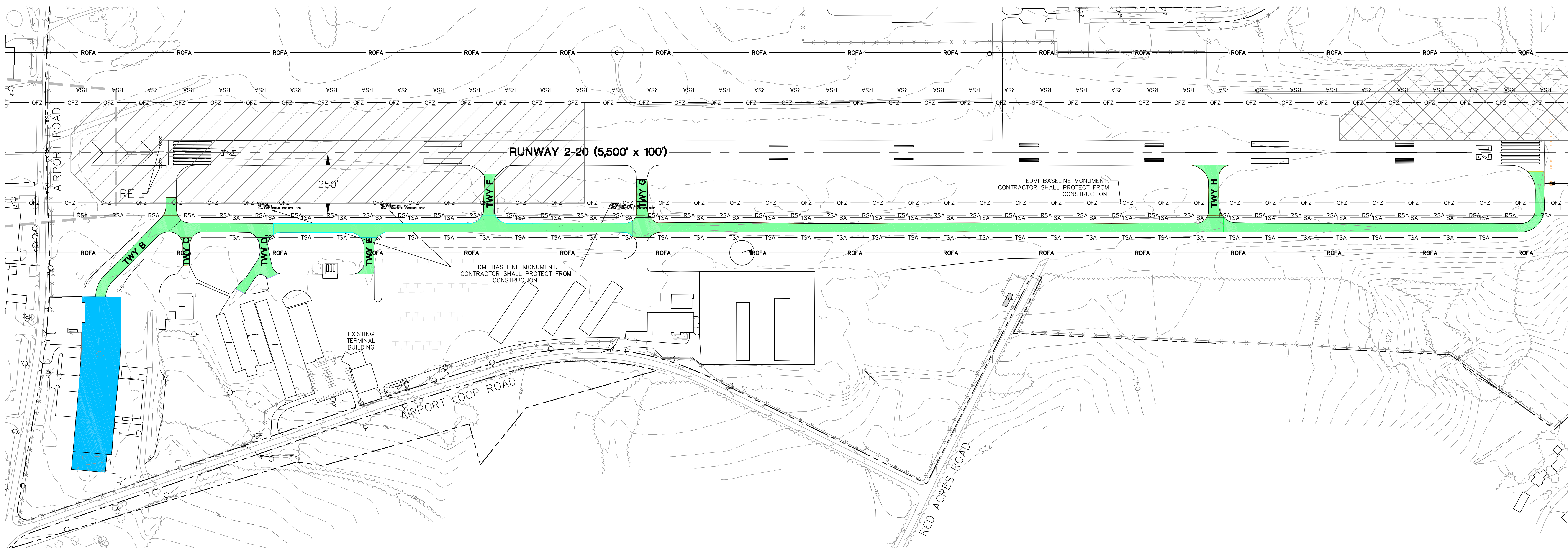
The National Guard should not be impacted.

The State Troopers and Novant Health MedFlight Helicopters will be able to operate.

Approve the proposed 10 day continuous closure (taxiways and runway).

ATTACHMENTS:

Description	Upload Date	Type
Airfield Diagram showing taxiways in green	2/21/2020	Exhibit



ROWAN COUNTY
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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: February 21, 2020
SUBJECT: Schedule Quasi-Judicial Hearing for an Amendment to CUP 08-16: Cherry Treesort and Consideration of a Vested Right for 5 years

REQUESTS

Amendment to CUP 08-16

Trent Cherry has submitted a request to amend the conditional use permit application [CUP 08-16] issued for his property located on Flat Rock Rd. CUP 08-16 authorized occupancy of two (2) existing treehouses and construction of an additional five (5) treehouse units on the 26.1 acre tract [Tax Parcel 120-140] for a total of seven (7) units on the Cherry Treesort property.

To date, there are a total of five (5) treehouse units on site used for rental purposes, which are considered "cabins" under the Rowan County Zoning Ordinance. Given that conditional use permits are only valid for a two (2) year period, the ability to build additional units has expired.

Mr. Cherry's request to amend CUP 08-16 seeks to "add" the two (2) units from the original CUP 08-16 application, along with another eight (8) for a total of fifteen (15) units. As proposed, twelve (12) of these would be treehouses and three (3) would be built in a "Hobbit house" style partially underground.

Vested Right Consideration

To preserve his ability to build out the project over a five (5) year period, Mr. Cherry has also requested the Commission consider issuing it a vested right. Per Section 21-11 of the Rowan County Zoning Ordinance, the Commission may authorize a vested right for a two (2) to five (5) year period based on warranted and relevant circumstances.

RECOMMENDATION

Schedule Quasi-Judicial Hearing and Vested Rights Consideration for the March 16, 2020 Commission Meeting

ATTACHMENTS:

Description	Upload Date	Type
CUP.08.16 Application Amendment	2/21/2020	Backup Material
Applicant's Response to Evaluation Criteria	2/21/2020	Backup Material
Cherry Treesort Site Plan	2/21/2020	Exhibit
Cherry Treesort Site Pictures	2/21/2020	Presentation



Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # CUP 08-16 Amendment
Date Filed 2.13.20
Received By MSM
Amount Paid \$300.00

Office Use Only

* Includes vested right
consideration

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Trent Cherry
Signature: Trent Cherry
Phone: 704-467-5496 Email: trentcherry@hotmail.com
Address: 250 woodland drive
China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: Trent Cherry
Signature: Trent Cherry
Phone: 704-467-5496 Email: trentcherry@hotmail.com
Address: 250 woodland drive
China Grove, NC 28023

PROPERTY DETAILS:

Tax Parcel: 120-140 Zoning District: RA
Date Acquired: 3-31-15 Deed Reference: Book 1249 Page 930
Property Location: 1920 Flat rock road, China Grove, NC 28023
Size (sq. ft. or acres): 26.1 Street Frontage: 1,630
Current Land Use: Farming, Residential

Surrounding Land Use: North Farming, Residential
South Farming, Residential
East Residential
West Farming, Residential

PURPOSE & SECTION:

State purpose of conditional use permit:

Amending the conditional use permit for 8
more properties.

Cite section(s) of Zoning Ordinance which permit is being requested:

2160 - 713

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes ☒ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners
Public Hearing: ____/____/____ 3. Notifications Mailed: ____/____/____ 4. Property Posted:
____/____/____ 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:
____/____/____

Sec 21-59. Evaluation criteria

1). Adequate transportation access to the site exists.

Currently there is a road already in place that meets all standards and has been accessing the project for over 4 years. The new proposed road has been given a the OK through DOT and proposes no problem once installed. There is plenty of room to get in and out as well as turn around with large vehicles or trucks.

2). The use will not significantly detract from the character of the surrounding area.

Our treehouses are built by professionals and the quality is unmatched. We have been in multiple magazines and news papers and were voted top 10 unique airbnb's in NC. Our houses have added value to the farms in the area and turned what was a crop field into a beautiful family retreat.

3). Hazardous safety conditions will not result.

We have been in business for over 4 years and have no reported accidents or safety hazards reported. We don't allow guns, 4 wheelers, smoking or animals on the property as extra safety precautions.

4). The use will not generate significant noise, odor, glare, or dust

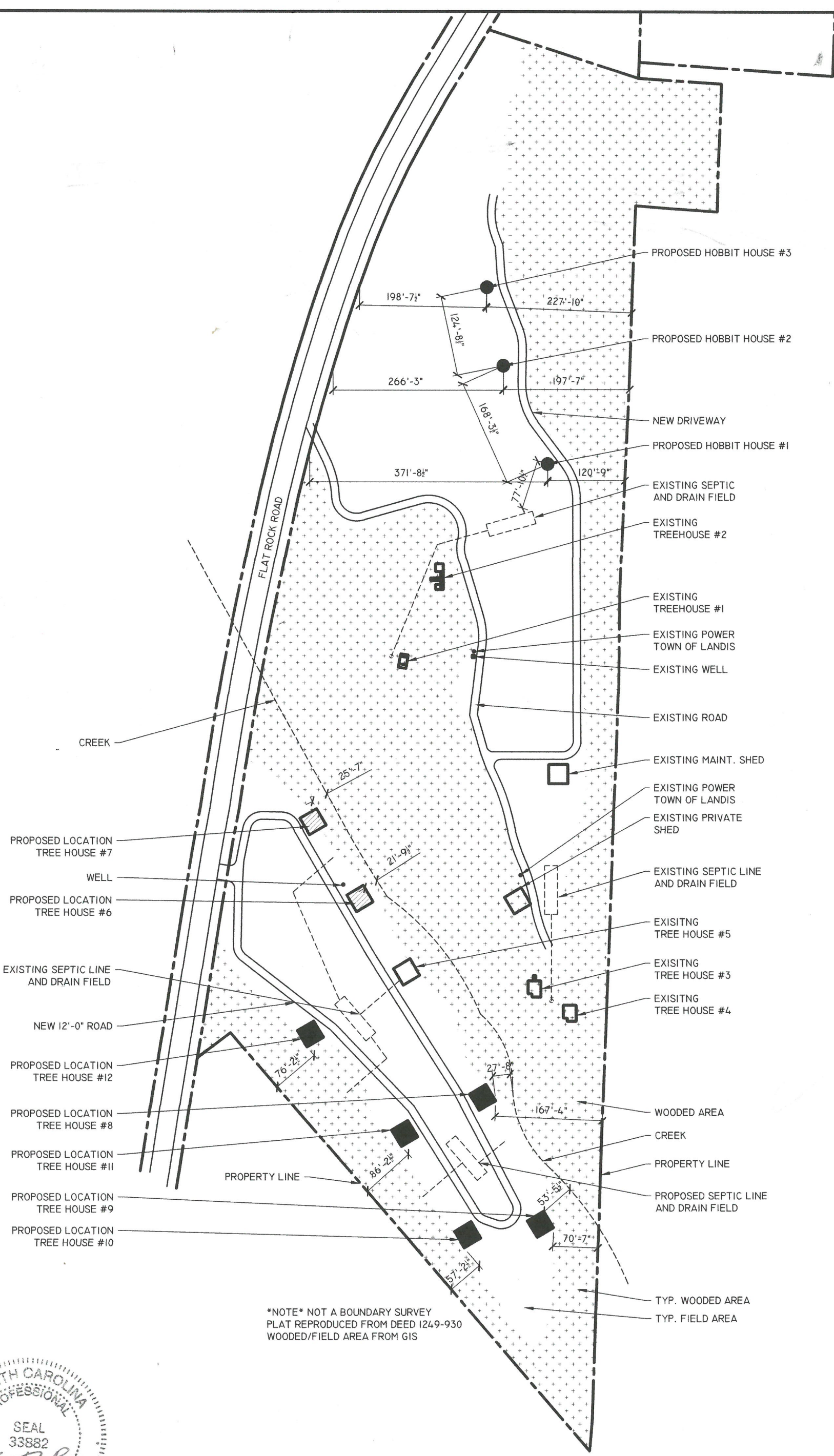
The reason families come to our property is to get away from the noise, odor, glare and dust of every day life. We strive to have a quite environment where guests can enjoy a night out with family and friends. The only odor and noise you might have is from a family sitting around the camp fire and the crackling of the wood.

5). Excessive traffic or parking problems will not result

Each property is allowed 2 vehicles at the treehouses, I see no reason why traffic would be a problem.

6). The use will not create significant visual impacts for adjoining properties or passerby.

We are surrounded by mostly farms and one street of a few houses. The houses on the street behind our property is protected and blocked by acres of trees. The properties beside us are occupied by dairy cows and beef cows. Our treehouses create an upgrade for visibility in our area and we make our business on having attractive, well kept lodging for our guests.



CREEK

PROPOSED LOCATION
TREE HOUSE #7

WELL

PROPOSED LOCATION
TREE HOUSE #6

EXISTING SEPTIC LINE
AND DRAIN FIELD

NEW 12'-0" ROAD

PROPOSED LOCATION
TREE HOUSE #12

PROPOSED LOCATION
TREE HOUSE #8

PROPOSED LOCATION
TREE HOUSE #11

PROPOSED LOCATION
TREE HOUSE #9

PROPOSED LOCATION
TREE HOUSE #10

PROPERTY LINE

PROPOSED HOBBIT HOUSE #3

PROPOSED HOBBIT HOUSE #2

NEW DRIVEWAY

PROPOSED HOBBIT HOUSE #1

EXISTING SEPTIC
AND DRAIN FIELD

EXISTING
TREEHOUSE #2

EXISTING
TREEHOUSE #1

EXISTING POWER
TOWN OF LANDIS

EXISTING WELL

EXISTING ROAD

EXISTING MAINT. SHED

EXISTING POWER
TOWN OF LANDIS

EXISTING PRIVATE
SHED

EXISTING SEPTIC LINE
AND DRAIN FIELD

EXISTING
TREE HOUSE #5

EXISTING
TREE HOUSE #3

EXISTING
TREE HOUSE #4

WOODED AREA

CREEK

PROPERTY LINE

PROPOSED SEPTIC LINE
AND DRAIN FIELD

TYP. WOODED AREA

TYP. FIELD AREA

NOTE NOT A BOUNDARY SURVEY
PLAT REPRODUCED FROM DEED 1249-930
WOODED/FIELD AREA FROM GIS



02.II.2020

Basinger
Design Co.
engineering | design | consulting

JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.
20005

DATE
11 FEB 2020

DRAWN BY:
JRB

TITLE/PROJECT INFO:

**CHERRY TREESORT
FLAT ROCK RD.
CHINA GROVE, NC 28023**

DRAWING NAME:

**PROPOSED SITE PLAN
PARCEL 120-140
SCALE: 1" = 150'-0"**

SHEET NO.

1



CHERRY TREESORT

















ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Patrick Phifer
DATE: February 24, 2020
SUBJECT: Fighting Against Cancer Together Event at WEP

Recommend approval contingent upon receipt of certificate of liability insurance.

ATTACHMENTS:

Description

Memorandum

Upload Date

2/24/2020

Type

Cover Memo

Patrick Phifer
101 Alexander DR.
Cleveland NC 27013

Dear Rowan County Commissioners:

I am requesting use of the West End Plaza parking lot on April 25th, 2020.

I represent a new nonprofit group known as FACT. FACT stands for Fighting Against Cancer Together. We are having a truck parade on the 25th and would like for our parade to end at the West End Plaza. After checking with Mrs. Baucom and explaining our plans she informed me that use of the parking lot was fine and that the date was available. However, once going over some of the planned activities she informed me that I need to come before the county commissioners to discuss our plans and to receive the OK to proceed.

Our plans are as follows. The parade should arrive at the Plaza at 11:30AM. The trucks would be lined up so spectators can see them and see the banners that are displayed. We also were planning a cruise in for cars and motorcycles. This would last until 3:00 PM. During this time, we were wanting to hold several raffles and were going to auction some donated items. Also, during this time, we would have a stage with a band playing music as we would need the sound system to hold the raffles and the auctions. If possible, we would like to erect a large tent to have some protection from sun and rain. As we all know we live in North Carolina and there could be weather fluctuations from snow to rain to blazing heat. In addition to the vehicles we would like to allow vendors to attend. We would propose that the vendors be as many civic groups. For instance, the Kiwanis, Civitians, Optimist, Jaycees, Etc. Our objective is to bring the county together for one common cause and to gain county wide support. There would be no charge for vendors or admission. We are looking for support. If we have support we will raise money. Money raised will go to the following, one half to Cancer Research through one of the larger fundraisers such as the V Foundation, Susan Komen, or American Cancer Society and the other half goes back to our community to the Rowan County Cancer Support Fund.

I will provide our tax exempt number and our certification of insurance for the board meeting.

Thank you for your time and consideration.

Respectfully,

Patrick Phifer

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Bob Pendergrass, Animal Services Director
DATE: February 24, 2020
SUBJECT: CommScope Donor Hold Harmless Agreement

CommScope wishes to donate items to the Nature Center and requires the attached Agreement be executed.

The County Attorney has reviewed the Agreement and recommends approval.

ATTACHMENTS:

Description

Agreement

Upload Date

2/24/2020

Type

Cover Memo

COMMSCOPE CONFIDENTIAL RESTRICTED

HOLD HARMLESS AGREEMENT

Under this Hold Harmless Agreement ("Agreement"), COMMSCOPE is providing certain items to Recipient free of charge.

"Donated Items" may include, but is not limited to, cardboard tubes, wooden reels, cardboard rings, packaging materials, and other items from CommScope's facilities. Additional Donated Items may be added to this Agreement at the discretion of COMMSCOPE authorized personnel

"Recipient" means any person or charitable organization that receives Donated Items from COMMSCOPE under this Agreement.

Disclaimer

COMMSCOPE PROVIDES THE DONATED ITEMS "AS IS" UNDER THIS AGREEMENT AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DONATED ITEMS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATED TO THE DESIGN OR CONDITION OF THE DONATED ITEMS. COMMSCOPE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO LIABILITY FOR ANY DAMAGES (INCLUDING DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT AND/OR SPECIAL DAMAGES) WHATSOEVER TO RECIPIENT UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THE TRANSFER OF OWNERSHIP OF THE DONATED ITEMS TO RECIPIENT. SHOULD THE DONATED ITEMS PROVE DEFECTIVE OR UNSUITABLE IN ANY WAY, THE RECIPIENT, AND NOT THE DONORS, ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIR OR CORRECTION OF ANY KIND.

Hold Harmless

Recipient hereby releases and holds harmless COMMSCOPE, its affiliates, and their respective employees, officers, directors, agents, and representatives (collectively, "Donors") from and against any and all liability, loss, bodily injury, cost, damages, attorneys' fees and expenses of whatever kind or nature which Recipient may sustain or incur, directly or indirectly, as a result of the use of the Donated Items that Recipient may have now or in the future regarding the Donated Items. The express intent of this Agreement is to relieve Donors of any and all liability associated with the use of the Donated Items.

Governing Law

This Agreement shall be governed by and construed under the internal substantive laws of the State of North Carolina, without giving effect to the conflicts of law principles thereof.

Entire Agreement

This Agreement contains the sole and entire agreement between the parties and supersedes all prior discussions and agreements between the parties and any such prior agreements shall, from and after the date hereof, be null and void. This Agreement may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

BY MY SIGNATURE BELOW, I REPRESENT THAT I AM AUTHORIZED TO BIND THE RECIPIENT ENTITY LISTED BELOW, AND THAT SUCH ENTITY AGREES TO THE TERMS HEREIN:

Accepted and Agreed By:

Recipient: _____

Printed Name: _____

Entity: _____

Date: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE: February 25, 2020
SUBJECT: Reserve Funds for Repairs at RiverPark at Cooleemee Falls

ATTACHMENTS:

Description

Memorandum

Upload Date

2/25/2020

Type

Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • Fax 704-216-8195

TO: Board of Commissioners
FROM: Craig Pierce
DATE: February 24, 2020
SUBJECT: RiverPark at Cooleemee Falls

2020

RiverPark at Cooleemee Falls is a non-profit organization that manages an 80-acre park in northern Rowan County, Davie County and the Town of Cooleemee. The park is often referred to as "The Bullhole" and was first dammed in the 1700s. In 2004 it became a park that provides picnic areas, walking trails, canoe portage areas and safe access to the River for fishing and other family activities.

Recently there has been storm damage to the area and I believe it needs to be repaired.

MOTION: Move to reserve \$25,000 toward the repair of RiverPark for the purpose of appropriating matching dollars to RiverPark for every dollar that Davie County appropriates up to \$25,000.

ROWAN COUNTY
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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: February 25, 2020
SUBJECT: West End Plaza Leasing Policy

ATTACHMENTS:

Description

Policy

Upload Date

2/25/2020

Type

Cover Memo

WEST END PLAZA LEASING POLICY

GENERAL POLICY STATEMENT: *Rowan County Leases Commercial Space at the West End Plaza for the purpose of maintaining a mix of uses that includes governmental, non-profit and private tenants. The county generally charges market rate and does not intend to undercut the private sector by leasing space below what may be considered below market rate. Summarily, market rates fluctuate, are difficult to determine and may include a prorata share of Common Area Maintenance (CAM) and insurance and taxes in the private sector. Therefore, every lease executed after March 2, 2020 shall include a non-negotiable Government Non-Compete rate of \$2.00 sq. ft. together with a market competitive base rate.*

I. Application

1. Anyone interested in leasing space at the West End Plaza shall complete an application before being considered for leasing space.
2. The application shall be filled out by the tenant individually or by an officer of the entity submitting the application (together with minutes or other corporate documentation of such officer's authority to bind the entity); provided, also, that the application shall include the signature of the "Lease Guarantor". The Lease Guarantor shall be an individual person who is an officer of the entity willing to guaranty the lease payments of the tenant/entity. This shall be applicable to both for profit and nonprofit applicants.
3. The Lease Guarantor shall provide their social security number and date of birth, consent in writing to a credit and criminal background check.
4. The application fee shall be \$75 and non-refundable.
5. For both non-profit and for profit applicants, a 5 year historical financial statement and entity history shall accompany the application. If the entity is a new or start up entity, then a detailed business plan shall accompany the application.
6. Applicants shall provide either an insurance binder or a certificate of liability insurance with a minimum of \$1,000,000 of coverage before the Application will be processed. All such policies shall name Rowan County as Additional Insured and shall require notice to Rowan County at least 30 days in advance of the insurer's intent to terminate such coverage.
7. Applicants may be required to provide additional information if requested for the purpose of protecting the financial interest of the county.
8. The application shall identify the space that the entity is interested in leasing.
9. The application shall identify any needed upfits or accommodations that may need to be made as well as identify how and when the accommodation will be made.

II. Processing

1. The application shall be processed within 30 days of the completed application.
2. The application shall be presented by the County Manager to the Board of Commissioners in Closed Session.
3. The credit check, criminal background check, financials, business plan and/or any documents accompanying the application shall remain confidential and will not be a public record unless said records are deemed by a court to be public records.
4. The discussion of the applicant in closed session will remain confidential and sealed.

III. Rate

1. The rate will include 2 prongs:
 - a. Base Rate: Shall be a square foot rate generally between \$6 and \$12 depending on the space location, condition and access. The board has the right to negotiate in closed session the sq. ft. rate based on several factors including but not limited to, location, condition, size of the space, capital investment by tenant, length of the lease and job development / creation.
 - b. Non-negotiable Government Non-Compete Rate Adjustment of \$2.00 per sq. ft.

IV. Term & Security Deposit

1. The term shall commence with a fully executed Lease Agreement, including Guaranty, and the making of the Security Deposit. The security deposit shall include the annual base rate and non-compete rate adjustment divided by 12.

IV. Board Approval

1. The board shall discuss each proposed lease in closed session and approve in open session.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Economic Development Commission
DATE: February 21, 2020
SUBJECT: Public Hearing & Summary Presentation - EDC 'Project Toaster'

The Rowan EDC requests that the Board of Commissioners consider an incentive request for 'Project Toaster.'

The company behind 'Project Toaster' is Powerhouse Recycling. The company would like to expand at its current facility, located at 220 Ryan Patrick Drive, by adding an additional 100,000 square feet. The company would add 56 full-time jobs and invest \$4.25 million as part of the expansion.

In order to expand their building, Powerhouse must move a public sewer line in the back of their property. The Rowan EDC is working with the company and the City of Salisbury to apply for a state grant that would pay for a large portion of the sewer line relocation.

The company and the Rowan EDC requests that the County Commissioners consider awarding a one-time grant match of \$10,000 from its Economic Development funds as a show of support for the project.

ATTACHMENTS:

Description	Upload Date	Type
Project Summary	2/21/2020	Cover Memo

February 21, 2020



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED EXPANSION OF
PROJECT TOASTER IN ROWAN COUNTY



Submitted by:
The Rowan EDC

February 21, 2020

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Expansion of Project Toaster in Rowan County, NC

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed expansion of Project Toaster in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project, and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather as much information as possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company representatives from Project Toaster, we would like to thank:

- Melanie O'Connell-Underwood, Regional Industry Manager, Economic Development Partnership of NC
- David Hartigan, President, Hartigan Management Inc.
- Jason Wilson, Assistant Utilities Director, Salisbury-Rowan Utilities

In the preparation of this document, we have strived to utilize factual data and realistic projections using the best information available. It is our intent that this document serve as a resource as you deliberate potential actions.

Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton
Vice President

Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10-Year Horizon
5. Closing

1. Project Description

About The Company

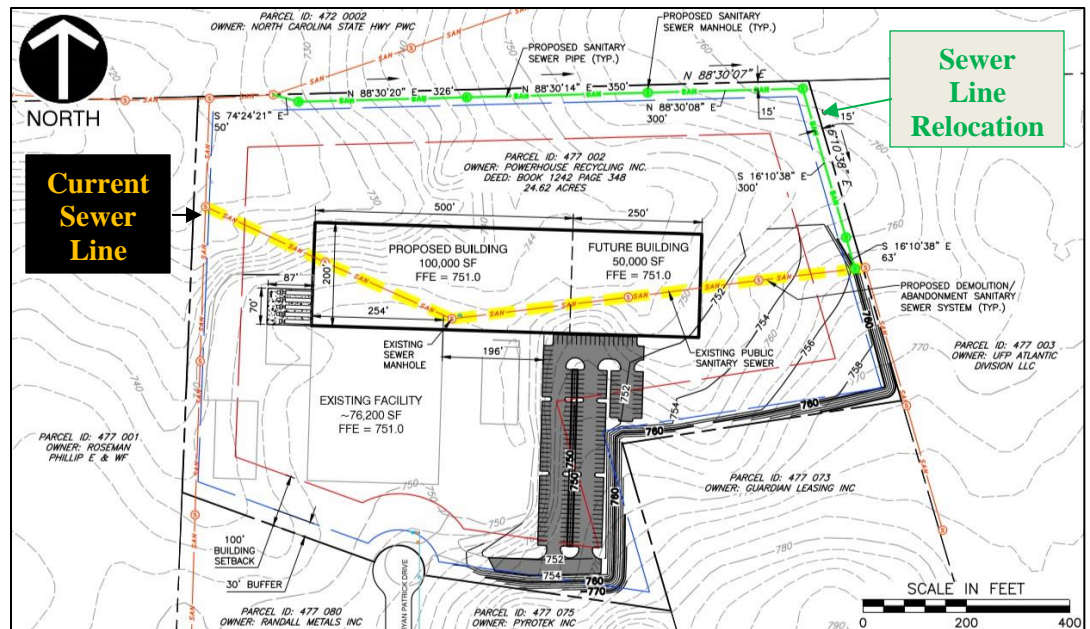
The company behind Project Toaster is Powerhouse Recycling. The company has been a valued employer in Rowan County for over a decade. The company is growing quickly and currently employs over 150 people at its facility located at 220 Ryan Patrick Drive.

Proposed Project

Powerhouse Recycling has outgrown its current available space and an expansion of its facility is necessary.

Powerhouse Recycling plans to expand by adding an additional 100,000 square feet of space in the back of its facility. There is currently a public sewer line, owned by the City of Salisbury, that runs across the back of the company's property and in the path of the proposed expansion. In order to accommodate this proposed building expansion, the sewer line must be moved back along the rear property line.

Because the expansion will not result in a significant increase in water and sewer usage, the costs associated with moving the sewer line is the responsibility of the company. The company's engineering firm estimates the total cost of moving the line to be approximately \$135,000.



The Rowan EDC is working with

Powerhouse Recycling to pursue a \$110,000 Rural Division Infrastructure Grant through the State of North Carolina. These grant funds can be used to help fund the relocation of the sewer line. These grants are awarded by the Rural Infrastructure Authority, which meets every two months. Their next meeting is scheduled for April 16th.

Powerhouse Recycling plans to add 56 new jobs over the next three years as part of this expansion. The company would also invest approximately \$4.25 million dollars through the expansion of their existing facility and equipment upgrades. The majority of these improvements would be completed by the end of 2020.

2. Regulatory Approval Process

Zoned appropriately for their current use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with the City of Salisbury and the Rowan County Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

The City of Salisbury, as owners of the sewer line, must be the applicants for the grant. The Salisbury City Council has scheduled a public hearing for March 3rd to hear the Rowan EDC's request that the City apply for the grant on behalf of Powerhouse Recycling. The Rowan EDC is also requesting that the City hire a professional grant administrator for the project for an amount not to exceed \$10,000.

As a show of support for the project, the Rowan EDC proposes that Rowan County utilize its Economic Development Funds to match the \$10,000 requested of the City of Salisbury.

4. Model of County Revenue – 10-Year Horizon

Due to the nature of the company's business, Powerhouse Recycling receives a North Carolina Recycling Property Tax Exemption. This certification is awarded by the State of North Carolina and offers a local property tax exemption on equipment and facilities used exclusively for recycling and resource recovery. The percentage of the exemption is determined by the County Tax Assessor. The company currently receives an exemption equal to approximately 84.53% of the taxes it would typically pay.

Powerhouse Recycling must apply again to the State for its proposed building expansion and new equipment to be considered for the exemption. The company has indicated that it will apply again for the exemption. If the application is successful, the percentage of the exemption will again be determined by the County Tax Assessor. Since this percentage is yet to be determined, the Rowan EDC used the current exemption rate of 84.53% for this revenue model.

Powerhouse Recycling intends to have its building expansion completed and the majority of its equipment installed by December 31, 2020. An additional, smaller equipment installation would occur in 2021. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- \$4.2 million of new equipment and construction occurs prior to December 31, 2020
- The project is complete by December 31, 2021
- The Company's current exemption rate of 84.53% was used for the new improvements

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcome is projected:

- Modeled with a 10-year horizon, Rowan County would stand to collect \$33,172 in net revenue after the property tax abatement is applied and the \$10,000 matching grant is awarded.

Project Toaster:

<i>(Substantial Construction Completed by December 31, 2020)</i>		FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Calendar Year		2020	2021	2022	2023	2024
Total Capital Investment	Total planned amount of Expansion project	\$4,200,000	\$4,250,000	\$4,250,000	\$4,250,000	\$4,250,000
County Tax Rate	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate	\$27,615	\$27,944	\$27,944	\$27,944	\$27,944
Tax Exemption	NC Recycling Property Tax Exemption - 0.8453% <i>(ESTIMATED)</i>	\$23,344	\$23,621	\$23,621	\$23,621	\$23,621
Cash Grant Expenses	\$10,000 Matching Grant	\$10,000	\$0	\$0	\$0	\$0
County Net Revenue	County Tax Revenue minus Exemption & Grant Expenses	(\$5,729)	\$4,322	\$4,322	\$4,322	\$4,322

FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Sum.
2025	2026	2027	2028	2029	
\$4,250,000	\$4,250,000	\$4,250,000	\$4,250,000	\$4,250,000	\$4,250,000
0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
\$27,944	\$27,944	\$27,944	\$27,944	\$27,944	\$279,109
\$23,621	\$23,621	\$23,621	\$23,621	\$23,621	\$235,937
\$0	\$0	\$0	\$0	\$0	\$10,000
\$4,322	\$4,322	\$4,322	\$4,322	\$4,322	\$33,172

5. Closing

Powerhouse Recycling would create a total of 56 new full-time jobs as part of this expansion project. The expansion would also generate approximately \$33,172 of tax revenue for the County over a ten-year period.

Approval of this incentive request would be consistent with the County's longstanding goal of providing assistance to existing industry. We respectfully request that the Board of Commissioners consider approving their request.

On behalf of the staff of your Economic Development Commission, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: February 21, 2020
SUBJECT: Public Hearing: 2020-21 HOME Funding Action Plan

HOME Application

As a member of the Cabarrus / Iredell / Rowan HOME Consortium, Rowan County anticipates receiving approximately \$192,081 in project funds for FY 2020-21. As noted in the County's application, Staff anticipates the required match for participation [25% of project funds] will be obtained from Urgent Repair Program funds (NC Housing Finance Agency) and a property donation in the Town of Spencer. Both of these qualify as non-Federal sources and can be used as matching funds.

The scope of the FY 20-21 program will provide housing rehabilitation to at least five (5) owner occupied homes in the County. The County's application for submittal to the City of Concord accompanies this memorandum.

Program Administration

The Salisbury Community Development Corporation (CDC) has managed the County's HOME program since 2012 and Staff recommends this agency for administration of the FY 20-21 program. HUD rules stipulate that procurement is necessary when general project administration exceeds \$25,000, but based on an anticipated allocation of \$192,081, the maximum allowable project administration funds amount to \$11,525. Therefore, no formal bids are necessary.

RECOMMENDATION

- Conduct Public Hearing
- Approve the FY 2020-21 HOME Funding Action Plan
- Authorize the County Manager to sign the application as the Certifying Official
- Authorize the County Manager to sign all administrative related housing documents associated with this program
- Authorize the County Manager to enter into a contract with the Salisbury CDC to administer the County's HOME Program for FY 20-21

ATTACHMENTS:**Description**

Rowan County 20-21 HOME Application
HOME Service Area

Upload Date

2/21/2020
2/21/2020

Type

Backup Material
Backup Material

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

2020-2021 HOME FUNDING ACTION PLAN



APPLICATIONS DUE MARCH 6, 2020

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

SECTION I

APPLICATION INFORMATION

Full Legal Name of Applicant: Rowan County

Applying as: ☒ Consortium HOME Subrecipient
☐ CHDO

Address: 402 N. Main Street Suite 204

City/State/Zip: Salisbury, NC 28144

Telephone Number: 704-216-8599

Contact Person: Ed Muire

Title: Planning Director

Telephone Number: 704-216-8599 E-Mail: ed.muire@rowancountync.gov

Name of Project: Rowan County HOME Program

Total funds requested: \$192,081.00***

(DO NOT include Admin funds in total)

***2019 allocation used for planning purposes

To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.

Signature: _____
Certifying Official

Date

SECTION II

PROJECT DESCRIPTION

Project/Program Title: Rowan County HOME Program

Project/Program Location: Scattered sites

II (a) Type of Activity (check one)

☐ New construction for Homeownership

☐ New construction for rental

☒ Owner-Occupied Rehabilitation

☐ Rental Rehabilitation

☐ Acquisition/Rehab/Resale

☐ Down Payment Assistance

☐ Other (specify): _____

II (b) Goals and Objectives *(Provide a written description of your goals and objectives. Also provide a copy of your Needs Assessment hearing minutes and notice.)*

The goal and objective for Rowan County's HOME Program is to provide housing rehabilitation assistance to eligible low and moderate income homeowners residing in non-entitlement areas of Rowan County.

PLEASE PLACE A CHECK MARK BESIDE YOUR OBJECTIVE AND A CHECK MARK BY THE INTENDED OUTCOME.

Objective and Outcome			
Objective (check one)		Outcome (check one)	
(1) Create suitable living environment	X	(1) Availability/accessibility	X
(2) Provide decent affordable housing		(2) Affordability	
		(3) Sustainability	

II (c) Short Description. One or two sentences stating the number and type of housing or other units expected to result from this project and the targeted client group. State both total number of units in project and number to be assisted with HOME. Also explain how this project will benefit low and very low income individuals and how this will be documented.

The program will provide rehabilitation assistance for five (5) single-family homes of individuals/families with household income at or below 80% of the area median income. Rehabilitation will correct minimum housing violations and other unsafe conditions brought on by age of the structure and deferred maintenance. These families will have improved living conditions and lower energy costs to help them remain in their homes for the long term.

II (d) Project Description. Please provide a detailed narrative description of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

The 2020-21 HOME program allocation will be used to provide housing rehabilitation assistance to five (5) households within Rowan County limits, excluding the Salisbury and Kannapolis entitlement areas (see attached program service area map). Individuals or families whose incomes are 80% or less of the area median income are eligible for assistance. The program will be administered by Salisbury Community Development Corporation (SCDC), a 501(c)3 non-profit HUD-certified housing agency, under contract with Rowan County.

All Rowan County homeowners in the non-entitlement areas of Rowan County will be encouraged to apply for assistance. Applications will be accepted on a first-come-first-served basis. Applicants must meet program and HUD income guidelines to be eligible. Qualified owner-occupied homes will be inspected to determine feasibility for the program and to assess needed improvements related to livability, health and safety, and energy efficiency. Priorities include repairs that address immediate needs, such as leaking roofs or inadequate systems, to ensure a safe living environment, in addition to improvements that will reduce ongoing utility costs and keep the home affordable over the longer term.

For all eligible projects, a work write-up will be prepared by a qualified rehabilitation specialist and the work will be competitively bid. Section 8 contractors and women/minority-owned firms will be encouraged to bid on projects. Homes built prior to 1978 will be assessed for lead-based hazards, and where indicated by positive test results, lead abatement or removal will be completed only by certified lead abatement contractors.

The funding is provided by Rowan County at zero percent (0%) interest which will be forgiven at a rate of 12.5% per year, or eight (8) years from the loan closing date. No payments will be due as long as the owner continues to own and occupy the home as their primary residence. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made.

****Attach a general location map showing the development site. Be sure to include waterways and railroads.***

Property Acquisition

- ☐ Has agency acquired real property in order to carry out the project, or is property acquisition planned? N/A
- ☐ Has property owner been informed of your intention to use federal funds for this project? If so, attach letter. N/A
- ☐ Is the property currently occupied? If so, state the number of tenants and describe in detail how you will determine relocation needs and help occupants to relocate in

accordance with Uniform Relocation Act. Include the cost of this in your budget. If you have issued a General Information Notice to tenants informing them of their rights to relocation assistance, attach a copy.

N/A

☐ Is the property historically designated or in an historic district? N/A

Construction Information

☐ How many units will be

Newly constructed	_____	Rehabilitated	<u>5</u>	Provided DPA	_____
Acquired	_____	Demolished/Cleared	_____		

☐ Will the project participate in an externally monitored energy efficiency program (e.g. Energy Star, Advanced Energy)?

Yes: _____ (provide details). No: X

☐ Will any of the units have full ADA accessibility? If so, how many?

ADA accessibility will be provided as needed based on the needs of the family being assisted.

Lead-Based Paint (REHAB PROJECTS ONLY)

Describe in detail how you plan to address lead-based testing and abatement or hazard control on any property built before 1978.

All houses built before 1978, where rehabilitation involves disturbance of painted surfaces, will be tested for lead-based paint hazards. If such hazards exist, an assessment on how to effectively treat the hazards will be performed by the rehabilitation specialist and a certified lead-based paint Risk Assessor. If lead-based paint abatement is necessary, a state-certified lead abatement contractor will perform the abatement activity. In all cases where the unit was built before 1978 and the existence of lead-based paint is determined present, the unit will be "cleared" (inspected and tested for lead-based paint hazards) following lead hazard remediation.

II (e) Affordability, Marketing, & Supportive Services

- ☐ What are the proposed rents or sales prices for completed housing units? For rental units, also estimate utility costs. N/A
- ☐ What is your process for marketing to ensure an adequate pool of income-eligible renters or buyers? N/A
- ☐ What steps are planned to ensure long-term affordability of housing units, including subsidy recapture, equity sharing, buy-back options, long-term lease, etc.? N/A
- ☐ Do you require beneficiaries to attend homebuyer education classes? N/A

II (f) Fair Housing Activities

Please describe the Fair Housing activities you plan to undertake in the upcoming program year.

ACTIVITIES	DATES
Rowan County will begin development of its Section 504 Plan	July – September 2020
Rowan County will advertise and conduct a public hearing regarding its intent to adopt its updated Analysis of Impediments to Fair Housing Choice	October – December 2020
Rowan County will publish notice in the <i>Salisbury Post</i> regarding its Fair Housing complaint procedures	January – March 2021
Rowan County will distribute pamphlets to the Salisbury-Rowan Board of Realtors and community service based organizations outlining the rehabilitation, housing assistance and counseling services available thru the Salisbury Community Development Corporation.	April – June 2021

II (g) Project Team

Identify the project team by name, job title, and employment status (employee, independent contractor, or volunteer), and their specific responsibilities in this project. If the team is not yet assembled, then describe how you will select them. (Attach additional pages if necessary.)

The SCDC project team will include:

- Chanaka Yatawara, Executive Director, leads the organization and provides oversight on all project activities;
- Nickysa Brown, Intake Specialist (employee), coordinates SHPO reviews, interviews applicants, verifies income eligibility and compiles the necessary income documentation for the project file;
- Robbie Stevens, Housing Counselor & Project Manager (employee), is responsible for overseeing all steps of the rehabilitation process, prepares contracts and loan documents, and monitors the progress of work to ensure the timely completion of the project;
- Michael Kepley, Rehabilitation Specialist (contractor), will complete work write-ups, manage the bid process, and inspect the contractor's work;
- Janet Gapen, Planning & Community Development Administrator, will complete environmental reviews, annual HOME funding plans and CAPERs, and coordinate with Rowan County financial staff on IDIS payment requests, setup/closeout of projects;
- Ed Muire, Rowan County Planning Director, will monitor project activities to ensure compliance with County and Consolidated Plan goals.

For Rehab Projects Only: List all project staff who have completed training in Lead Safe Work Practices (with date) or have any more extensive training in Lead Based Paint hazard control.

Michael Kepley, Certified Rehabilitation Specialist

Training specific to lead-based paint hazards includes:

- Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation, sponsored by U. S. Department of Housing & Urban Development, August 2001
- Healthy Homes Specialist, National Center for Healthy Housing, December 2010
- Community Development Academy, N. C. Department of Commerce, April 2008
- Lead Safety for Renovation, Repair, and Painting, sponsored by Craven County Health Department, March 2010

II (h) Timetable.

Please complete a detailed and realistic timetable showing when each work task will be completed (e.g. planning, obtaining financing commitments, design, environmental review, bidding, loan closing, construction, final inspection, occupancy, etc.). The larger the project, the

more detail we expect to see. You may add work tasks; where existing task does not apply, insert **N/A**.

Work Tasks	Date to be Completed
Planning	12/1/2020
Acquisition	N/A
Obtaining Financial Commitments	N/A
Design	N/A
Environmental Review	As needed per home
Construction	N/A
Rehabilitation	6/1/2021
Loan Closing	N/A
Occupancy	N/A

II (i) Client/Area Demographics. Please complete the following tables to the best of your ability. Show actual or estimated numbers of beneficiaries, **not percentages**, in each category. In general you should count **households** as the beneficiaries for housing programs and **persons** for non-housing programs.

Income Group	Number
<30% of area median income (AMI)	1
31-50% of AMI	2
51-80% of AMI	2
>80% of AMI*	
TOTAL	5

Special Needs Beneficiaries (if applicable)

Category	Number
Elderly (over 60)	Unknown at the present time
Disabled (not elderly)	Unknown at the present time
Homeless	N/A
People with HIV/AIDS	N/A

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		\$192,081.00
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans		
Other Cash Contributions		
Private Grants		
Total Funds Available*		\$192,081.00

* This total should be the same as your "Total Development Costs" total in the *Estimated Costs* table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

III (b) HOME Match (HOME funded projects only)

List the project revenues that will count as matching funds (non-federal funds that are permanently contributed to the project). Include any in-kind contributions of materials and labor, including sweat equity, at \$10 p.h. If in doubt whether funds will count as match, please call Pepper Bego at (704) 920-5133.

Revenue Source	Amount
Urgent Repair Program URP18 (NCHFA state-funded grant totaling \$100,000); donated property appraised at \$34,000	\$48,020.25

III (c) Estimated Costs

Be as detailed as possible. Add or amend categories as needed. The second column should cover total project costs (including those met from HOME). The third column shows how much of each line item is to be met from HOME. Totals must be consistent with the revenues shown in section IIIA.

Category (add/amend as needed)	Total Costs	This grant only
Down Payment Assistance	\$	\$
Acquisition	\$	\$
Relocation	\$	\$
Demolition/Clearance	\$	\$
Site improvements	\$	\$
Rehabilitation	\$192,081.00	\$192,081.00
New construction	\$	\$
Professional Fees (appraisal, architect, etc.)	\$	\$
Agency project delivery costs (10% maximum of total project cost)	\$	\$
Other	\$	\$
	\$	\$
*Total Development Costs	\$192,081.00	\$192,081.00

* The total in the "Total Cost" column should be the same as your "Total Funds Available" total in the **Project Revenue** table on page 6.

SECTION IV

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

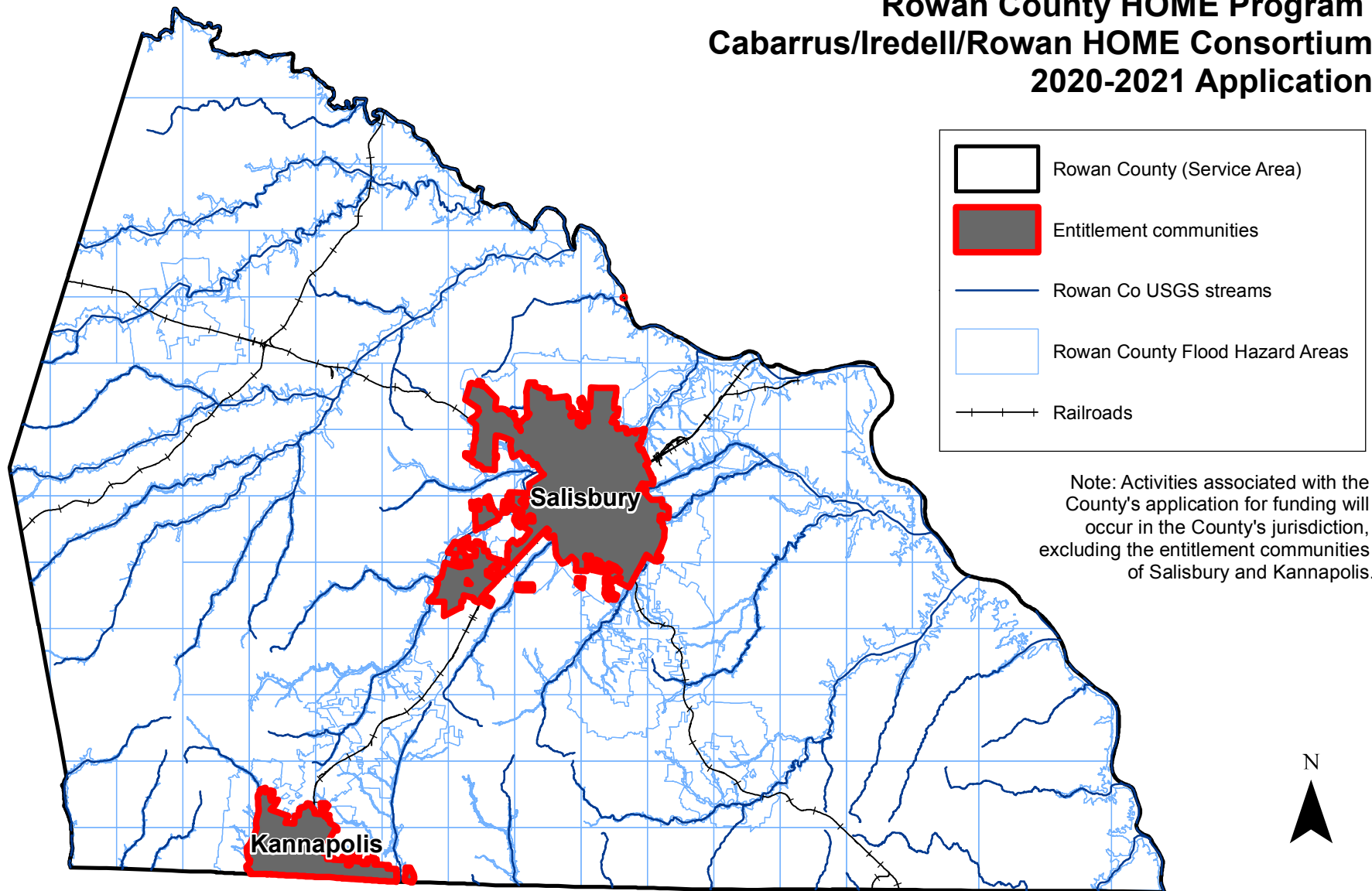
- a) Employees of or closely related to employees of your agency
or the member government through which this application is made: YES ___ NO X
- b) Members of or closely related to members of City Council
or Commission of the member government through which this
application is made: YES ___ NO X
- c) Current beneficiaries of the program for which funds are requested: YES ___ NO X
- d) Paid providers of goods or services to the program or having other
financial interest in the program: YES ___ NO X

If you have answered **YES** to any question, **please attach a full explanation.** The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Signature of Certifying Official

Date

Rowan County HOME Program Cabarrus/Iredell/Rowan HOME Consortium 2020-2021 Application



Data Source: Rowan County GIS

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: February 25, 2020
SUBJECT: UPDATE: Solar Energy System Moratorium [ZTA 02-19]

BACKGROUND

The Commission enacted a six (6) month moratorium on the creation or expansion of any new ground mounted solar energy system in the County's planning jurisdiction, beginning October 7, 2019 and terminating April 7, 2020.

Committee B of the Planning Board was tasked with review of the current standards and preparing recommendations for text changes to the Zoning Ordinance. Their study involved comparison of adjoining county ordinances, inventory of current sites in the county, material from the UNC School of Government and presentations / discussion from different perspectives in the solar industry and community stakeholders.

Committee B provided their recommended text to the Planning Board for a Courtesy Hearing which was conducted on February 24, 2020. The Planning Board provided a favorable recommendation (6-2) on the accompanying text and decommissioning plan, with the following reservations or concerns:

1. Tract Size - Is 15 acres an appropriate threshold between a Type 2 and Type 3 facility? If so, will this encourage the designation of Industrial districts in the Rural Agricultural areas of the county?
2. Screening - Should there be an option to allow existing trees or vegetation that satisfies the screening requirement to remain in place as opposed to removing and replanting with the ordinance standard? Should the residence of a landowner that leases property to a solar system be required to be screened and subject to setbacks?
3. Bond - Will the 1.25 times the decommissioning estimate amount be sufficient to remove the facility in 20 years? Can the bond be issued to the landowner as opposed to the County and still have an effective decommissioning plan?
4. Time - Does the Planning Board or committee need more time to review the recommendations and receive additional input? Correspondence from the solar industry seemed to support additional study of the topic and standards.

COMMENTARY

In consideration of the moratorium timeline, the Planning Board have provided their recommendation and statement of consistency to the Commission. However, depending on the will of the Commission, ZTA 02-

19 can be referred back to the Planning Board for further study or scheduled for a Commission public hearing in March or April. Referring back to the Planning Board for additional study will likely require an extension of the moratorium period. However, minor modifications to the text by the Commission resulting from this Staff update may not require referral back to the Planning Board. Likewise, any changes to the text resulting from comments or information received at the public hearing do not typically require referral back to the Planning Board.

RECOMMENDATION

The recommended ZTA 02-19 and Decommissioning Plan are attached for review. In addition, Staff has prepared a cover page that includes a brief summary of the proposed amendments by page number.

The Planning Board's Statement of Consistency adopted on a 7-1 vote is:

ZTA 02-19 is appropriate and necessary to meet the development needs of Rowan County for the following reasons not previously envisioned by the East or West or all Land Use plans. Furthermore the adoption of ZTA 02-19 is deemed an amendment to all land use plans and is reasonable and in the public's interests based on the following: the classification of sizes of solar installations, the requirements of buffering, the requirement of submitted site plans, and the requirement of decommissioning plans all reflect the public interest to set expectations for further development of solar PV installations.

ATTACHMENTS:

Description	Upload Date	Type
ZTA 02-19 Amendments Summary	2/25/2020	Cover Memo
ZTA 02-19 Proposed Amendments	2/25/2020	Ordinance
Decommissioning Plan	2/25/2020	Backup Material



Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Board of Commissioners
FROM: Ed Muire, Planning Director
RE: ZTA 02-19 Ground Mounted Solar Energy System
DATE: February 25, 2020

Text Amendments

The proposed zoning text amendments recommended by the Rowan County Planning Board appear as ***bold italicized text*** and deletions appear as ~~striketrough text~~. Be advised that only those pages with proposed amendments have been excerpted from the Zoning Ordinance.

The table below provides a brief summary of the proposed amendments by page number:

Page Number	Proposed Amendment
23	Modified the existing definition of 'solar energy system' and propose to use this definition to distinguish the type of system according to panel square footage, roof mounted or tract size
26	Created new term for system area
42,44,46,47	Updated the term to Type 1 for solar energy systems (6,000 sq ft or less or roof mounted) in the 85-ED districts
56	<u>These are the standards for locating a Type 1 facility in any Rowan County Zoning district.</u> Updated the term to Type 1. Included provision that roof mounted solar collectors are not permitted within the horizontal and conical surfaces of the airport.
68	<u>These are the standards for a Conditional Use Permit (CUP).</u> Created standards for Type 2 (facilities greater than 6000 sq ft but less than 15 acres) and Type 3 (facilities greater than 15 acres) These standards differ for setbacks between Type 2 and 3 facilities but are the same for: equipment setbacks, fencing, height, outdoor storage and interconnection
69	<u>Continuation of CUP standards</u> for Type 2 and Type 3 facilities. Lighting, signage, glare, additional and supplementary material are same for Type 2 and 3. Standards for screening and buffering are different; refer to item #11.
70	<u>Continuation of CUP standards</u> for Type 2 and Type 3 facilities. New requirement for Emergency Access, Maintenance and Decommissioning plans must be provided with the initial application and prior to becoming operational the plans must be recorded with the Register of Deeds. Likewise, any change in ownership will require notice to the Planning Department and new plans for each submitted within 30 days of changes.

71	<u>Continuation of CUP standards</u> for Type 2 and Type 3 facilities. This standard dictates what constitutes abandonment of the facility.
93	Updated terms in the Table of Uses to reflect Type 1, 2 or 3. Type 2 facilities would only be eligible as a CUP in the Rural Agricultural (RA) Commercial Business Industrial (CBI) or Industrial (IND) districts. Type 3 facilities would only be eligible for consideration as a CUP in an Industrial (IND) district
107	Removed the exemption for solar energy systems from the screening and buffering relationship requirements
115	Removed the exemption for roof mounted or systems within NCDOT right-of-way

figures, designs, symbols, colors, or illumination.

Sign face means the surface of a sign where copy, message, or advertisements are attached for display to the public, including any parts of the sign structure upon which such information is located.

Sign, incidental means any sign that is used for a purpose other than to identify or bring attention to a particular establishment. These may include, but are not limited to, entrance, exit and parking signs.

Sign, on-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered on the premises which the sign is located.

Sign, off-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a site other than the premises on which the sign is located.

Single-family dwelling means a detached dwelling unit constructed on-site (site built) or in modules or sections joined together on-site (modular) in compliance with the North Carolina State Building Code and designed for or occupied by one family.

Slow response means a measuring technique to obtain an average value when measuring a noise level that fluctuates over a range of four (4) dB or more. By way of illustration only, a sound level meter set on "slow response" would record a sound level between two (2) and six (6) decibels less than the reading for a steadying signal of the same frequency and amplitude when a tone of one thousand (1,000) Hz and for a duration of 0.5 seconds is applied.

Solar Collector means a device that absorbs solar radiant energy for use as a source of energy. The surface area is identified as all portions that absorb solar energy excluding frames, supports, and mounting hardware.

Solar Energy means radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System means any ~~solar collector device or structural design feature of a building, except solar shingles, along with its ancillary equipment whose primary purpose is to provide for the collection, inversion, storage, and distribution of solar energy for space heating or cooling, water heating, or generation of electricity~~ **component(s) and subsystem(s) required to collect and convert solar energy into electric or thermal energy for use or sale. This term includes, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems and solar hot water systems, but** This definition is not intended to include incidental systems that generate a minimal level of electricity typically used to power signs, wells, gates, fences, or similar ancillary uses. **The gross acreage sum of all tracts (contiguous or not) identified in the NC Utilities Commission application for a solar energy system project shall be the manner for classifying a solar energy system. A solar energy system is classified as one of the following types:**

Type 1 - Ground mounted of six thousand (6,000) square feet or less; or, roof mounted on any code compliant structure.

Type 2 - Ground mounted that exceeds six thousand (6,000) square feet and having a gross acreage sum that does not exceed fifteen (15) acres.

Type 3 – Ground mounted having a gross acreage sum that exceeds fifteen (15) acres.

- (6) Land divided by a will or the courts for the purpose of dividing up a deceased person's property.

Subdivision, family means a subdivision of not more than three (3) lots plus the residual lot conveyed by the property owner to members of his / her immediate family as defined in this ordinance.

Subdivision, major means a major subdivision and defined as a subdivision where:

- (1) New roads are proposed or rights-of-way are dedicated; or
- (2) More than eight (8) lots are created after the subdivision is completed.

Subdivision, minor means a minor subdivision and defined as a subdivision where:

- (1) No new roads are proposed, or road rights-of-way dedicated; and
- (2) Where eight (8) or fewer lots will result after the subdivision is completed.

Subgrade means that portion of the roadbed prepared as a foundation for the pavement structure.

Substantial modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

- a. Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) or (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.
- b. Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.
- c. Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

System Area means all the land within the fenced perimeter of a ground mounted solar energy system.

Temporary family health care structure means a transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code, G.S. 143-139.1(b), and G.S. 160A-383.5.

Tower means any structure whose primary function is to support an antenna. As its use relates to supporting wireless facilities, the term 'tower' is synonymous with the term 'wireless support structure'.

Tract means a lot or parcel of land or a contiguous combination of two (2) or more parcels of land in one (1) ownership.

Transitional surface means the surfaces extend outward and upward at right angles to the

that exist along this corridor. Development within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts.

- (b) The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments.
- (c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(1) *85-ED-1*. The purpose of the 85-ED-1 district is to encourage the location of "high capital investment/high wage/low employment/clean" industries. Certain industries shall be allowed as permitted uses standards provided to protect adjacent neighborhoods. Other heavy industries may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

- a. In the 85-ED-1 district the following uses are permitted by right with a minimum lot size of five (5) acres:

Manufacturing group:

- Printing and publishing (SIC 27).
- Rubber and miscellaneous plastics products (SIC 30).
- Fabricated metal products (SIC 34), except:
- Ammunition, except for small arms (SIC 3483).
- Ordnance and accessories (SIC 3489).
- Industrial machinery and equipment (SIC 35).
- Electrical and electronic equipment (SIC 36), except:
- Power distribution and specialty transformers (SIC 3612).
- Transportation equipment (SIC 37).
- Instruments and related products (SIC 38).
- Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Type 1-Ground Mounted Solar Energy Systems 6,000-sq.ft. or less (SIC 491 pt)
subject to the size and locational restrictions of Section 21-56(6)c.

- b. The following are allowed with the issuance of a conditional use permit:

Construction group:

- General Building Contractors (SIC 15)
- Special Trade Contractors (SIC 17)

Manufacturing group:

plan limited accessory and ancillary retail and service uses may be allowed.

Manufacturing group:

Printing and publishing (SIC 27).

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Type 1 ~~Ground Mounted Solar Energy Systems 6,000 sq.ft. or less (SIC 491 pt)~~
subject to the size and locational restrictions of Section 21-56(6)c.

Service industries group:

Engineering and management services (SIC 87).

- b. The following are allowed with the issuance of a conditional use permit:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Plastic materials, synthetic resins, etc. (SIC 282).

Drugs (SIC 283).

Paper and allied products (SIC 26).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Plastic materials, synthetic resins, etc. (SIC 282).

Drugs (SIC 283).

Rubber and miscellaneous plastics products (SIC 30).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Fabricated metal products (SIC 34), except:

 Ammunition, except for small arms (SIC 3483).

 Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

 Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Type 1 ~~Ground Mounted Solar Energy Systems 6,000 sq.ft. or less~~ (SIC 491 pt)
subject to the size and locational restrictions of Section 21-56(6)c.

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

Automotive repair, services, and parking (SIC 75).

Health services (SIC 80).

Legal services (SIC 81).

Educational services (SIC 82).

Membership organizations (SIC 86).

Engineering and management services (SIC 87).

- b. Allowed accessory and ancillary uses on up to twenty (20) percent of the total acreage:

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Transportation services (SIC 47).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50).

Wholesale trade--nondurable goods (SIC 51).

Retail trade group:

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

- c. The following are allowed with the issuance of a conditional use permit:

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 pt).

- (4) *85-ED-4 Retail Center.* Many areas near the interstate will draw interest from retailers. It is often appropriate or desirable to have a portion of an area zoned for larger retail development. This helps ensure availability of most retail and service needs in a location nearby and accessible to major employment and residential areas. Minimum development size is twenty (20) acres and will require approval of a PUD.

- a. Allowed primary and accessory uses are:

Transportation, communication, and utilities group:

Type 1 ~~Ground Mounted~~ Solar Energy Systems 6,000 sq.ft. or less (SIC 491 pt)
subject to the size and locational restrictions of Section 21-56(6)c.

Retail trade group:

Building materials, hardware, garden supply, and mobile (SIC 52).

General merchandise stores (SIC 53).

Food stores (SIC 54).

Automotive dealers and gasoline service stations (SIC 55).

Apparel and accessory stores (SIC 56).

Furniture, home furnishings and equipment stores (SIC 57).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

- b. *Winery.*
 - 1. *Setbacks.* The facility shall meet the setback requirements of Section 21-84. (Table of dimensional requirements)
 - 2. *Screening.* The facility shall meet the screening requirements of Article IX. (Screening and Buffering)
 - 3. *Licenses and permits.* All required licenses and permits (i.e. Environmental Health, ABC, etc.) shall be obtained prior to operation of the facility.
- (6) *Additional standards applicable to specific uses listed as SR in the transportation, communication, electric, gas and sanitary services group.*
 - a. *Trucking (SIC 421).*
 - 1. *Minimum lot size.* The minimum lot size is three (3) acres.
 - 2. *Buffer.* All operations shall be a minimum of fifty (50) feet from adjacent residentially developed property lines.
 - 3. *Applicability.* The provisions of this subsection shall apply to trucking businesses with three (3) or more trucks.
 - b. *Dead storage of manufactured homes.*
 - 1. Compliance with applicable standards of Chapter 14.5, Nuisance Ordinance.
 - 2. Dead storage of more than one (1) manufactured home by an individual is not allowed in the RA, RR, and MFR district.
 - 3. Dead storage of more than one (1) manufactured home is allowed in the CBI and IND district on property owned or leased by a licensed manufactured home dealer.
 - 4. Dead storage of more than one (1) manufactured home is allowed in the MHP district in a manufactured home park.
 - 5. Manufactured homes shall not be kept in dead storage for more than sixty (60) days in accordance with chapter 14.5 section 34 of the Nuisance Ordinance.
 - c. ***Type 1*** ~~Ground mounted solar energy systems 6,000 sq.ft. or less (SIC 491 pt.).~~ For the purposes of this subsection, the requirements of Sec. 21-54, 55, & 65 do not apply for RA or NB zoned properties.
 - 1. Size and Setbacks. ***Ground mounted solar energy systems*** ~~Solar collectors~~ shall conform to the lesser of 6,000 sq.ft. or 10% of the lot size and maintain a ten (10) foot setback from all property lines.
 - 2. ***Roof mounted systems on non-residential structures are not allowed in the horizontal or conical surface of the Mid-Carolina Regional Airport Zoning Overlay.***
 - d. Co-location of Wireless and Eligible Facilities Requests (SIC 48 part). Co-location of wireless and eligible facilities requests are recognized as an efficient method for providing wireless facilities and are encouraged due to their minimization of adverse visual impacts and the opportunity for an expedited and effective administrative review.
 - 1. Applications for co-location of wireless facilities shall include two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in Section 21-52 including items in Section 21-56 (6)(e)5 and Section 21-60(3)a.1.i.,

6. *Other special conditions.* Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes.
 7. *LCID operations.* The following LCID landfill operations are not subject to the specific standards of this subsection but shall nonetheless adhere to applicable NCDEQ standards:
 - i. Landfills with a disposal area of .50 acre or less; or
 - ii. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.
- b. ***Type 2 and Type 3*** ~~Ground-mounted solar energy systems over 6,000 sq.ft. (SIC 491 pt.)~~
The standards contained herein are intended to accommodate the growing demand for solar energy systems while also minimizing aesthetic and safety impacts to adjoining residential and rural areas of the county.
1. *Setbacks.* ~~Solar collectors~~ ***The system area setbacks*** shall be located a minimum of fifty (50) feet from adjoining property lines ***or public road rights-of-way shall be as follows:***
 - i. ***Type 2: Fifty (50) feet***
 - ii. ***Type 3: Two hundred (200) feet***
 - iii. ***Adjoining tract(s) of the same solar energy system may reduce the system area setback to twenty-five (25) feet for Type 2 systems and fifty (50) feet for Type 3 systems along internal common tract lines, but where tract lines adjoin other properties or road rights-of-way the system area setbacks based on the type facility noted in (b)1(i) and (ii) shall be observed.***
 2. ***Equipment Setbacks. All proposed inverters, substations, buildings or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred (300) feet from any existing residence, church or school on an adjoining property.***
 3. ~~2.~~ ***AZO. Type 2 and Type 3 systems shall not be located within the horizontal or conical surfaces associated with the Mid-Carolina Regional Airport. Either system*** Systems proposed within the portion of the approach surface ***extending beyond*** ~~contained by the horizontal surface of the AZO shall provide an approved FAA form 7460-1.~~
 4. ***Security Fencing. Security fencing, a minimum of six (6) feet in height, shall be provided at the system area limits and maintained to preclude unauthorized access. Fencing of an adjoining tract(s) in the same solar energy system application is not subject to system area setback restrictions.***
 5. ***Height. When installed and operational, all solar collectors within the system area shall be no taller than twenty (20) feet above ground level.***
 6. ***Outdoor Storage. Outdoor storage of materials is only permitted during the construction phase of the solar energy system. Prior to obtaining its final electrical inspection, all materials or equipment located within the system area shall be removed or permanently located in a building within the system area.***
 7. ***Interconnection. Electrical connections within the system area shall be located underground. Power lines or electrical connections from the solar energy***

- system to the electrical utility provider shall be located underground to the maximum extent possible. If needed, utility poles to facilitate the interconnection are not subject to the setbacks for the system area.*
- 8. Facility Lighting.** *Lighting shall be located and designed to prevent light from directly shining on an adjacent residential property.*
 - 9. Signage.** *An identification sign shall be located at the primary entrance to the system area that includes the owner(s) and operator (if different) name and address, contact person and phone number. The identification sign shall be updated within thirty (30) days after any required information changes. Warning signs concerning voltage shall be placed on the perimeter fencing at intervals sufficient to provide notice.*
 - 10. Glare.** *All solar collectors utilized in the solar energy system shall have an anti-reflective coating. The applicant shall provide the manufacturer, model number and any other information that readily identifies the solar collector to be utilized at the site.*
 - 11. Screening and Buffering.**
 - i. Type 2 solar energy system screening shall be installed within a twenty (20) foot buffer located along the exterior of the system area. Screening options are specified in Section 21-215(1) b (1) or (3).*
 - ii. Type 3 solar energy system screening shall be installed within an eighty (80) foot buffer located along the exterior of the system area. Screening shall be as specified in Section 21-215(2) b (1).*
 - iii. Buffering and screening requirements noted herein are also subject to the standards of Section 21-213(d) Standards for trees and shrubs; (f) Maintenance of buffer; and, as applicable (h) Watershed buffer areas required.*
 - iv. Screening and buffering requirements referenced in Section 21-219 are not applicable.*
 - 12. Additional site plan information.** *In addition to the requirements of Section 21-52, the site plan shall be prepared by an NC Professional Land Surveyor or an NC Registered Professional Engineer and include:*
 - i. Proposed location and dimension of solar panels, inverters, existing and proposed structures, ancillary equipment, fencing, property lines, buffer areas, turnout locations, staging areas, transmission lines, waterways, streams, floodplains, the location of any residence, church or school within 300 feet of the system area, and total acreage of the system area.*
 - ii. Location of any proposed access and utility easements.*
 - iii. Location where wiring is brought together for interconnection between the system components and the electrical utility provider and location of disconnect switch.*
 - 13. Supplementary Materials.** *The applicant shall provide the following with the conditional use permit application:*
 - i. Any relevant studies, reports, documents, recommendations or approvals related to the site that were prepared or received as part of its application to*

the NC Utilities Commission.

ii. Evidence that the electrical utility provider has been informed by the applicant of their intent to install an interconnected system. Evidence may consist of copies and responses of certified letters (or similar) to the utility provider detailing their solar energy system plans, location, etc.

iii. A copy of the Certificate of Public Convenience and Necessity for facilities over 2 megawatts or a copy of the Report of Proposed Construction for facilities under 2 megawatts approved by the North Carolina Utilities Commission.

iv. An approved commercial driveway permit issued by NCDOT.

v. Required Plans for Review.

a. Emergency Access Plan. The applicant shall provide the Rowan County Emergency Services Director, Rowan County Fire Marshal and local fire department having jurisdiction an emergency access plan for their review.

b. Maintenance Plan. The applicant shall provide a preliminary narrative detailing the manner, schedule and party responsible for ensuring routine maintenance of the solar energy system will occur. At a minimum, the plan must address the grounds, buffer, fencing, solar collectors and associated support structures, electrical connections, etc. Similarly, the plan must detail maintenance actions following storm events (wind, snow, etc.) and natural disasters (tornado, fire, etc.) that may cause damage to the facility.

c. Decommissioning Plan. The applicant shall provide a preliminary plan detailing how the solar energy system and system area will be reasonably restored to its original condition if deemed abandoned per this section or no longer operational for other reasons. For reference, the plan should contain all the information found in the Rowan County's Template Decommissioning Plan located on the Planning Department's webpage at:

<https://www.rowancountync.gov/396/Forms-and-Applications>

14. Final Review and Operation. *Prior to obtaining a final electrical inspection for operation of the facility, the applicant shall submit the Emergency Access, Maintenance and Decommissioning plans for review to the Rowan County Planning Director. If the Director finds the plans to be consistent with the stipulated conditions required by the Board of Commissioners as a matter of approval, the applicant shall be directed to file the plans with the Rowan County Register of Deeds along with a Request for Notice of Sale advising the Rowan County Planning Department when any changes in ownership occur.*

15. Change in Ownership, etc. *It shall be the responsibility of the current owner to notify the Planning Director of any fundamental or operational changes to any of the plans referenced in item 14 of this section. Likewise, it shall be the responsibility of a new owner to notify the Planning Director of any ownership changes. In either case, the Planning Director shall be notified by US Postal Service First Class Certified mail service within thirty (30) days of any information, ownership or responsible party changes. The notification shall include copies of each new plan identified in item 14 of this section, with an*

update of decommissioning plan estimates, for consistency review by the Planning Director and County Attorney. Upon concurrence from the Director and Attorney, the owner will be directed to file the updated plan(s) in the manner outlined in item 14 of this section.

- 16. Abandonment. A solar energy system that ceases to produce energy on a continuous basis for twelve (12) months shall be considered abandoned unless the responsible party with ownership interest provides substantial evidence (deemed to be every six (6) months after twelve (12) months of no energy production) to the Planning Director of intent to maintain and reinstate operation of the facility. If the responsible party does not provide substantial evidence as specified herein, the Planning Director shall notify the responsible party the decommissioning plan for the solar energy system must be immediately initiated.***

(5) *Wholesale trade group.*

- a. *Motor vehicle parts (outdoor), used in the IND district (SIC 5015).*
 1. *Operation.* Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within a building enclosed on all sides shall be subject to the standards of this subsection.
 2. *Setbacks.* No material shall be stored closer than one hundred (100) feet to a public right-of-way.
 3. *Security fencing.* Security fencing, a minimum of six (6) feet in height, shall be provided and maintained to preclude unauthorized access.
- b. *Motor vehicle parts (outdoor), used in the RA district (SIC 5015).*
 1. *Operation.* Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within a building enclosed on all sides shall be subject to the standards of this subsection and section 21-246.
 2. *Front yard setback.* The facility shall be one hundred (100) feet from the edge of the right-of-way.
 3. *Separation from certain uses.* The facility shall be a minimum of one thousand (1,000) feet from a school, residence, church or place of public assembly. The separation shall be measured from the closest point of the structure containing the school, residence, church or place of public assembly and the nearest point of the operational area of the automobile salvage yard. This requirement shall not apply to residences owned by the operator of the facility.
 4. *Side and rear yard buffering and screening.* The facility shall be completely surrounded by type B buffer and screening, as provided in article IX.
 5. *Operational area.* No operations shall occur in the required buffer.
- c. *Livestock yard.*
 1. *Setbacks.* One hundred (100) feet between improvements such as buildings, animal enclosures, and storage areas and any zone lot line.
 2. *Dust, odor, glare.* All access roads and storage areas shall be maintained in a dust-

PLANNING BOARD RECOMMENDED Solar Text 3.0

		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
49	Electric, gas, water services (SIC 491, 492, 493, 494), <i>all except</i>						C			C
	Electric and water distribution lines, gas pipelines	P	P	P	P	P	P	P	P	P
491 (pt)	Type I Ground-Mounted Solar Energy Systems 6,000-sq.-ft. or less	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Type II Ground-Mounted Solar Energy Systems over 6,000-sq.-ft.	C	€				C	€		C
491 (pt)	Type III Solar Energy Systems									C
494	Water supply	P	P	P	P	P	P	P	P	P
4952	Sewerage systems	C	C				P			P
4953	Refuse systems, all prohibited <i>except</i>									
	Dumps: operation of	C								C
	Garbage: collect, destroy & process									C
	Land clearing and inert debris landfill (LCID)	C								C
	Landfills, sanitary: operation of	C								C
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use		Zoning Districts Residential Nonresidential								
Use										
Transportation, communications, electric, gas and sanitary services cont.										
	Refuse systems									C
	Rubbish collection and disposal	C								C
	Sludge disposal sites	C								C
4959	Sanitary services, NEC	C					P			P
496	Steam and air conditioning supply						P			P
Wholesale trade										
50	Wholesale trade, durable goods, <i>all except</i>	SR	SR				P	SR		P
5015	Motor vehicle parts, used (outdoor)	C								C
5015	Motor vehicle parts, used (indoor)						SR			SR
5032	Brick, stone & construction materials						P	SR		P
505	Metal & minerals, except petroleum						P			P
5083	Farm & garden machinery & equipment	SR	SR				P	SR		P
5093	Scrap and waste materials									C
51	Wholesale trade, nondurable goods, <i>all except</i>	SR	SR				P	SR		P
5153	Grain and field beans	SR or C	SR or C				P	SR		P
5154	Livestock (wholesale)									C
5159	Farm product raw materials, NEC	SR or C	SR or C				P	SR		P
516	Chemical and allied products									C
517	Petroleum and petroleum products									C
5191	Farm supplies	SR or C	SR or C				P	SR		P
SIC 516 and 517 were removed as conditional uses in the CBI district as a result of Z-10-04 text amendments.										
Retail trade										
52	Building material, hardware, garden supplies and mobile home dealers	SR	SR				P	SR		P
53	General merchandise stores	SR	SR				P	SR		P
54	Food stores	SR	SR				P	SR		P
55	Auto dealers, gas service stations	SR	SR				P	SR		P
56	Apparel and accessory stores	SR	SR				P	SR		P
57	Home furniture, furnishings and equipment stores	SR	SR				P	SR		P
58	Eating and drinking places, all except	SR	SR				P	SR		P
5813	Drinking places (alcoholic beverages)						C			P
59	Miscellaneous retail	SR	SR				P	SR		P
Finance, insurance and real estate										
60	Depository institutions	SR	SR				P	SR		P
61	Non-depository institutions	SR	SR				P	SR		P
62	Security and commodity brokers	SR	SR				P	SR		P
63	Insurance carriers	SR	SR				P	SR		P
64	Insurance agents, brokers & service	SR	SR				P	SR		P
65	Real estate	SR	SR				P	SR		P
67	Holding and other investment offices	SR	SR				P	SR		P

- (14) Rubber and miscellaneous products (30).
 - (15) Leather and leather products (31) except leather tanning and finishing.
 - (16) Stone, clay, glass and concrete products (32) except hydraulic cement, structural clay products, concrete, gypsum and plaster products.
 - (17) Abrasives, asbestos, nonmetallic mineral products, fabricated metal products (34) except ammunition, except for small arms; ordnance and accessories.
 - (18) Industrial and computer machinery and equipment (35).
 - (19) Electronic and other electrical equipment (36).
 - (20) Transportation equipment (37).
 - (21) Measuring, analyzing and controlling instruments (38).
 - (22) Miscellaneous manufacturing (39).
 - (23) Transportation and utilities (Division F), all except sanitary services, sewerage systems, refuse systems, dumps, sanitary land fills, **and** rubbish collection and disposal, ~~and solar energy systems.~~
 - (24) Wholesale trade (50 and 51) all except motor vehicle parts, used; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.
 - (25) All retail trade (Division G).
 - (26) All finance, insurance, and real estate (Division H).
 - (27) All services (Division I), except shooting ranges, skeet shooting facilities, trap shooting facilities, and institutional uses listed in Group 2.
- (e) *Group 4 (most intensive):*
- (1) Metal mining (10).
 - (2) Mining and quarrying of non-metallic minerals (14).
 - (3) Sawmills (242).
 - (4) Pulp mills (261).
 - (5) Paper mills (262).
 - (6) Chemicals and allied products (28).
 - (7) Petroleum refining and related products (29).
 - (8) Leather tanning and finishing (3111).
 - (9) Hydraulic cement (324).
 - (10) Structural clay products (325).
 - (11) Concrete, gypsum and plaster products (327).
 - (12) Abrasives, asbestos, non-metallic mineral products (329).
 - (13) Primary metal industries (33).

- (1) Flagpoles and mailboxes;
 - (2) Landscaping features such as fences, trees and shrubs, terraces, gazebos, and similar items;
 - (3) Piers, wharves, and bulkheads;
 - (4) Recreational improvements such as swing sets and playgrounds;
 - (5) Wells and pumphouses.
- (b) *Utilities.* Except where otherwise expressly addressed, the following utility structures and facilities are not intended to be regulated by this chapter:
- (1) Utility lines, pipes, cables, & associated minor equipment & structures, including transformers, pumping stations, "signal boosters", & maintenance buildings;
 - (2) Electronics cabinets for telephone switching and similar devices used by public service providers;
 - (3) Water towers or tanks;
 - (4) Water systems or sewage disposal systems as an exclusive accessory use for a development project; and
 - ~~(5) Solar energy systems located on the roof or exterior wall of any building and systems located within a NCDOT right-of-way are not intended to be regulated herein unless located within the portion of the approach surface contained by the horizontal surface of the AZO and exceed 6,000 sq.ft. solar collector area. Systems that meet these standards must provide an approved FAA form 7460-1 prior to receiving a zoning permit.~~
- (c) *Exceptions to front setback requirements for dwellings.* Setback requirements for dwellings may be modified when the setbacks of contiguous existing buildings are less than required. These decreased setbacks are determined by computing the average setback on adjacent lots one hundred (100) feet on either side of the lot of the proposed dwelling. The modified setback may be equivalent to the average setback or ten (10) feet from the rights-of-way line, whichever is greater.
- (d) *Antennae for private or public safety use.* Antennae for private use or for use by "police protection" or "fire protection" are exempt from the requirements contained in Sections 21-56 (6)(d)(e) and (f). Private, non-commercial antennae exempted under this provision include: residential radio and television, private citizen's bands, amateur (HAM) radio and any others determined as similar by the Zoning Administrator on a case-by-case basis.

(Ord. of 1-19-98, § XII; Ord. of 2-1-99(1); Amend. of 3-4-13; Amend. of 12-2-13; Amend. of 9-6-16)

Sec. 21-278. Skirting in existing manufactured home parks.

All manufactured homes in manufactured home parks shall be skirted as provided in subsection 21-276(b) of this article within two (2) years of February 16, 1998.

(Ord. of 1-19-98, § XII)

Sec. 21-279. Exceptions for certain turkey shoots.



Example Decommissioning Plan: This document is intended to be a template for use by the owner of a solar energy system to publicly document their intent and responsibilities for decommissioning a solar energy system in the event it is no longer operational based on the conditions herein or is deemed abandoned pursuant to the standards of the Rowan County Zoning Ordinance.

DATE FILED: _____

SECTION 1 Background Information

Location

Site Name: _____ Tax Map(s) _____ Parcel Number(s) _____

Address: _____

Solar Energy System Ownership*

Company Name: _____

Mailing Address: _____

Website: _____

Contact Person: _____ Title: _____

Contact Person Mailing Address: _____

Landowner*

Name: _____

Mailing Address: _____

Phone: _____ Email Address: _____

**For multiple system or landowners, provide a similar sheet as an addendum and also include the additional owner acceptance as per Section 1.6.*

SECTION 1.1 Decommissioning Conditions

As owner(s) of the above referenced solar energy system, (company name), will execute decommissioning of the facility named herein as a result of any of the following conditions:

1. The land lease ends
2. The system does not produce power for twelve (12) months
3. The system is damaged and will not be replaced

SECTION 1.2 Decommissioning Responsibilities

At a minimum, as owner(s) of this facility, I, (contact person) will ensure that (company name) will conduct the following actions to remove all solar energy system improvements and decommissioning of

this facility will be completed within twelve (12) months if any of the conditions noted in Section 1.1 of this Decommissioning Plan occur:

1. Remove all non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least three feet below grade.
2. Remove all graveled areas, access roads, fencing and buildings unless the owner of the leased real estate requests in writing for it to stay in place.
3. Restore the land to a condition reasonably similar to its condition before solar energy system development, including replacement of top soil removed or eroded.
4. Revegetate any cleared areas with warm season grasses that are native to the Piedmont region, unless requested in writing by the owner of the real estate to not revegetate due to plans for agricultural planting.

SECTION 1.3 Site Improvements

Total Number of Solar Collectors / Panels Installed: _____ Dollar Value: _____

Dollar Value of all other Ancillary Equipment and Structures: _____

Anticipated Life Span of the Facility (years and / or months): _____

SECTION 1.4 Decommissioning Estimate

\$ (Insert dollar amount), represents the total sum of the accompanying cost estimate(s) prepared by an NC Registered Professional Engineer to decommission and restore the (site name) in accordance with the conditions outlined in Section 1.2 of this Decommissioning Plan, including any additional conditions or requirements as stipulated in the lease agreement with the landowner.

NOTE: The cost estimate shall be an itemized estimation for site restoration and removal of each major aspect of the project, e.g. solar collector removal, fencing removal, etc. For clarification, the cost estimate must bear the original seal and signature of the North Carolina Registered Professional Engineer and shall be recorded with the Decommissioning Plan.

SECTION 1.5 Financial Assurance

As owner of this solar energy system, (company name) shall be responsible for decommissioning this system in accordance with Section 1.2 of this Plan in the event it must be decommissioned based on the conditions of Section 1.1 noted herein. To ensure decommissioning of this solar energy system occurs should (company name) fail to initiate or complete decommissioning activities per Section 1.2, Rowan County requires (company name) to provide and maintain financial surety to decommission the solar energy system. *NOTE: Financial surety shall be in the form of a surety bond equal to 1.25 times the decommissioning cost estimate included in Section 1.4. Said bond must be issued from a company authorized to conduct business in North Carolina and shall be payable to Rowan County, NC. A copy of the surety bond shall be attached to this plan and the original maintained in the offices of the Rowan County Finance Department.*

(Company name) authorizes Rowan County to execute the surety bond if (company name) fails to initiate or complete decommissioning as specified herein and furthermore indemnifies Rowan County from any liability related to decommissioning of or access to the site. Rowan County shall contact the bonding agency or the financial institution holding the surety bond, to pay all or any portion of the funds to Rowan County up to the amount needed to complete decommissioning based on the estimate in Section 1.4. Upon payment, the Board of Commissioners, in its discretion, may expend such portion of said funds as it considers necessary to complete all or any portion of the required decommissioning activities. The county shall return to the appropriate institution any funds not spent in completing activities. Should the amount of funds needed to complete decommissioning exceed the amount in the bond, (company name) shall nonetheless be responsible for providing the funds to cover such cost. (Company name) shall always bear the financial burden for the decommissioning this solar energy system.

NOTE: If the company or owner of the solar energy system is not the landowner, then the company shall provide a notarized document from the landowner indemnifying Rowan County from any liability claims associated with decommissioning or access to the site. Said document shall be attached to the Plan.

SECTION 1.6 Notification Required

As owner of the (site name), I, (contact person) am the responsible party of (solar energy system name) to certify that when any change in landowner, or to the fundamental or operational changes in the Decommissioning Plan, Emergency Access Plan or Maintenance Plan occur, I will cause notice to be sent within thirty (30) days of the change(s) to the Rowan County Planning Director via US Postal Service First Class Certified mail service at the address below. I further consent the notice shall include copies of the updates to the Decommissioning Plan (cost estimates and surety bond), Emergency Access Plan and Maintenance Plan.

Mailing Address: **Rowan County Planning and Development Department
402 N. Main Street Room 204
Salisbury, NC 28144**

SECTION 1.6 Acceptance and Verification

As owner(s) of the (site name) solar energy system, I accept the stipulations noted herein and attest the information contained in this Decommissioning Plan is true and accurate to the best of my knowledge.

Owner Date
I, _____, a Notary Public for _____ County and the State of _____, do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Date: _____

My commission expires _____, 20____. _____
Notary Public

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: February 20, 2020
SUBJECT: Consider Approval of Waffle House Architectural Plans for West End Plaza Outparcel on Statesville Boulevard

BOC review and consider approval of Waffle House architectural plans for West End Plaza outparcel on Statesville Boulevard.

ATTACHMENTS:

Description	Upload Date	Type
Email - County Attorney	2/20/2020	Cover Memo
Email - Drew Joiner, Waffle House	2/20/2020	Cover Memo
Architectural Plans	2/20/2020	Cover Memo
Declaration 1987	2/20/2020	Cover Memo
Salisbury Survey	2/20/2020	Cover Memo

Barger, Carolyn M

From: Dees, Jay
Sent: Thursday, February 20, 2020 9:49 AM
To: Barger, Carolyn M; Church, Aaron; Edds, Greg
Subject: FW: Salisbury Mall Waffle House
Attachments: Declaration 1987.pdf; Salisbury.Survey.pdf; Waffle House architectural plans.pdf

Carolyn and Greg,

ACTION: BOC review and consider approval of Waffle House architectural plans for West End Plaza outparcel on Statesville Boulevard.

The architectural plans, Declaration (referenced below) and development site survey are attached.

Below is the original email from Drew Joiner on behalf of Waffle House requesting that the County Commissioners review and approve architectural plans for the proposed new Waffle House on Statesville Boulevard. The site is an outparcel of the original mall development plans, and it was included in the original Declaration of Covenants, specifically for architectural review.

The Declaration requires BOC/Declarant approval of architectural plans for development of the outparcel.

The Declaration also allows the developer to request a connection to the County-owned underground sewer lines. There is an existing connection stubbed to the outparcel. Waffle House has submitted a request to connect to the County-owned line. While this issue is unrelated to the architectural review, Mr. Joiner connects the two issues in a subsequent email that I will send.

The BOC has previously approved a task order with McGill Associates to inspect the existing lines and determine whether the County's private lines can accommodate the capacity of additional flow anticipated from a retail restaurant establishment. We will also have McGill inspect (video scope) the lines to determine whether the County lines are in sufficiently good condition to accommodate additional flow without concern for future problems. Aaron and I are continuing to work with McGill to move this forward, but Mr. Joiner has raised additional issues with regard to whether the current County-owned private lines are permitted by the state. Aaron and I are also working to address this issue, but it will take some time to resolve.

The alternate option for Waffle House is to connect to the existing underground SRU main line in Statesville Boulevard. This is a more expensive option than connecting to the County's private lines because the connection has to pass under a state highway. Our initial opinion, based on past issues with our lines near the theater and the substantial cost to repair and replace that section, is that the preferred connection is to the SRU main line even though this would be more expensive for the developer than connecting to the County line. However, this would eliminate any question as to capacity and/or condition and eliminate the risk of future failure and interruptions to Waffle House operations.

Mr. Joiner has indicated that any increased costs for BOC requested architectural changes may impact the consideration of increased costs to connect to the SRU main.

Per Mr. Joiner's email, he intends to come to the March 2, 2020 BOC meeting. I will confirm and suggest that he be available to answer any BOC questions regarding architectural plans.

Respectfully,

Jay

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, NC 28144
Jay.dees@rowancountync.gov
704.216.8198 voice

From: Drew Joiner <drewjoiner@wafflehouse.com>
Sent: Thursday, December 12, 2019 3:07 PM
To: Dees, Jay <Jay.Dees@rowancountync.gov>
Subject: FW: Salisbury Mall Waffle House

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Jay,

Please see below and attached. I had a typo in your email address below.

Thanks,

Drew Joiner
Waffle House, Inc.
Real Estate Department
5986 Financial Drive
Norcross, GA 30071
(770) 729-5805 Office
(229) 425-2554 Cell
(770) 729-5840 Fax
drewjoiner@wafflehouse.com

From: Drew Joiner [<mailto:drewjoiner@wafflehouse.com>]
Sent: Thursday, December 12, 2019 3:03 PM
To: 'Aaron.Church@rowancountync.gov'
Cc: 'jay.dees@rowancounty.gov'; 'dsmith robinson-sawyer.com'; 'David Murphy'
Subject: Salisbury Mall Waffle House

Aaron,

Good speaking with you today. I've attached the Declaration for your review. My understanding is that Rowan County now owns the Salisbury Mall property and would be considered the "Declarant" under the Declaration.

Regarding the sewer system, Page 5, section 5 of the Declaration addresses utility easements and gives us a "non-exclusive easement ... over and across the remainder of the Entire Premises ... for the purpose of installation ... and use of underground utilities" serving our parcel. As you can see from the attached survey, there is an underground sanitary sewer manhole and pipes serving our parcel, which we plan to tie into.

Section 7 (page 7) addresses building plan approval. Under that Section, the Declarant must approve in writing that all improvements and landscaping to be constructed on the outparcel are architecturally and aesthetically compatible with the existing Shopping Center Improvements. As part of the approval, I will send you a set of site plans showing the location, dimensions, and elevations of the building, signs, and landscaping.

If you'd like to discuss further, please let me know.

Thanks,

Drew Joiner
Waffle House, Inc.
Real Estate Department
5986 Financial Drive
Norcross, GA 30071
(770) 729-5805 Office
(229) 425-2554 Cell
(770) 729-5840 Fax
drewjoiner@wafflehouse.com

Barger, Carolyn M

From: Dees, Jay
Sent: Thursday, February 20, 2020 9:52 AM
To: Barger, Carolyn M; Edds, Greg; Church, Aaron
Subject: FW: Waffle house plans

Carolyn and Greg,

Below is the email from Mr. Joiner that I reference in my prior email regarding architectural review and sewer connection issues.

Respectfully,

Jay

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, NC 28144
Jay.dees@rowancountync.gov
704.216.8198 voice

From: Drew Joiner <drewjoiner@wafflehouse.com>
Sent: Thursday, February 13, 2020 9:47 AM
To: Dees, Jay <Jay.Dees@rowancountync.gov>; Church, Aaron <Aaron.Church@rowancountync.gov>
Cc: 'David Murphy' <davidmurphy@wafflehouse.com>
Subject: RE: Waffle house plans

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Jay,

Thank you for the response and I look forward to the presentation of our architectural plans at the March 2 meeting.

Here is the issue we're currently facing: While we are evaluating all options related to the sanitary sewer service for this site, we cannot proceed with any of those options until we receive architectural approval. Our development budget for the project is based on the architectural plans as originally submitted. Thus, if we are required to deviate from those plans and exceed our budget, we'd be more inclined to proceed with connecting to the existing on-site sewer system because that is the more economically feasible option. However, if the architectural plans are approved as originally submitted, we'd have more flexibility within our budget to pursue alternative options for our sanitary sewer connection.

Thanks,

Drew Joiner
Waffle House, Inc.
Real Estate Department
5986 Financial Drive
Norcross, GA 30071
(770) 729-5805 Office
(229) 425-2554 Cell
(770) 729-5840 Fax
drewjoiner@wafflehouse.com

From: Dees, Jay [<mailto:Jay.Dees@rowancountync.gov>]

Sent: Wednesday, February 12, 2020 4:47 PM

To: 'Drew Joiner'; Church, Aaron

Subject: Waffle house plans

Drew,

I received your voice mail today. Per our agenda meeting yesterday, the board prefers to handle the Waffle House plan review and consideration at its March 2 regular meeting rather than February 17. The Board typically reserves the second monthly meeting for public hearings because it is a 6:00 meeting and more constituents can attend. Matters that are more administrative are typically handled on the first monthly meeting, which is at 3:00.

While we can accommodate the architectural review on the proposed timeline above, there is no short time frame resolution to the sewer connection issues raised by (1) your request to connect and our pending engineer's inspection, and (2) your email raising additional issues with regard to the underground lines and NC DEQ permitting. I trust that you are reviewing in earnest your alternate option to connect to the City main in Statesville Boulevard.

Thank you,

Jay

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, NC 28144
Jay.dees@rowancountync.gov
704.216.8198 voice

WAFFLE HOUSE - 80 SQ FT - PYLON SIGN

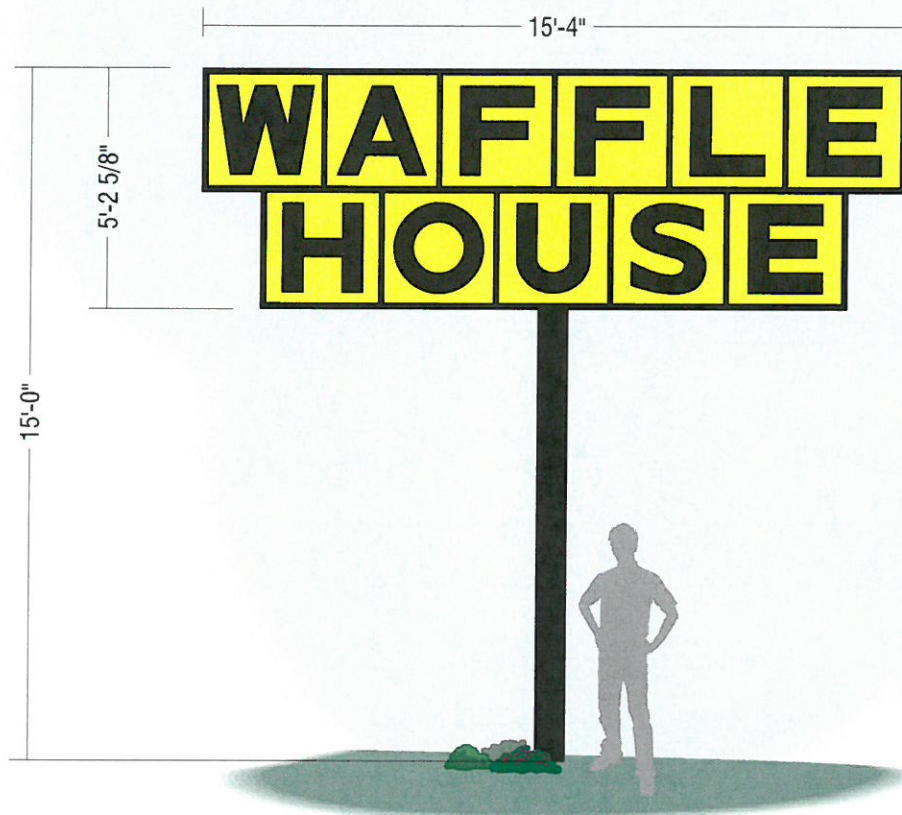
SIGN: D/F INTERNALLY ILLUMINATED PYLON CABINET w/ FLEX FACES

COPY: 7725-22 BLACK VINYL

BACKGROUND: 2037 PROCESS YELLOW

CABINET: BLACK

POLE: BLACK



FILE LOCATION:

H:MARKETING DESIGN / CDR / W / WAFFLE HOUSE / P80 @ 15 OAH.cdr



THIS IS AN ORIGINAL UNPUBLISHED DRAWING.
CREATED BY ENTERA BRANDING. IT IS SUBMITTED
FOR YOUR PERSONAL USE IN CONNECTION
WITH A PROJECT BEING PLANNED FOR YOU BY
ENTERA BRANDING. IT IS NOT TO BE SHOWN TO
ANYONE OUTSIDE YOUR ORGANIZATION, NOR
IS IT TO BE USED, REPRODUCED, COPIED, OR
EXHIBITED IN ANY FASHION.

CLIENT: WAFFLE HOUSE

LOCATION: VARIOUS

DRAWN BY: ZM

SCALE: 1/4" = 1'-0"

DATE: 11.06.19

DWG. NO.: P80 @ 15 OAH

CITY OF SALISBURY
ROWAN COUNTY, NORTH CAROLINA
PLANS FOR

WAFFLE HOUSE

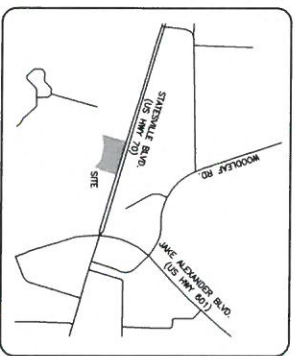
STATESVILLE BLVD.
SALISBURY, NC 28147



PREPARED FOR:
WAFFLE HOUSE, INC.
5986 FINANCIAL DR.
NORCROSS, GA 30071
C/O: DREW JOINER
PH: 770-729-5805



PREPARED BY:
ROBINSON & SAWYER, INC.
707 E. SECOND AVE.
GASTONIA, NC 28054
TELEPHONE: 704/864-2201



VICINITY MAP
1"=600'

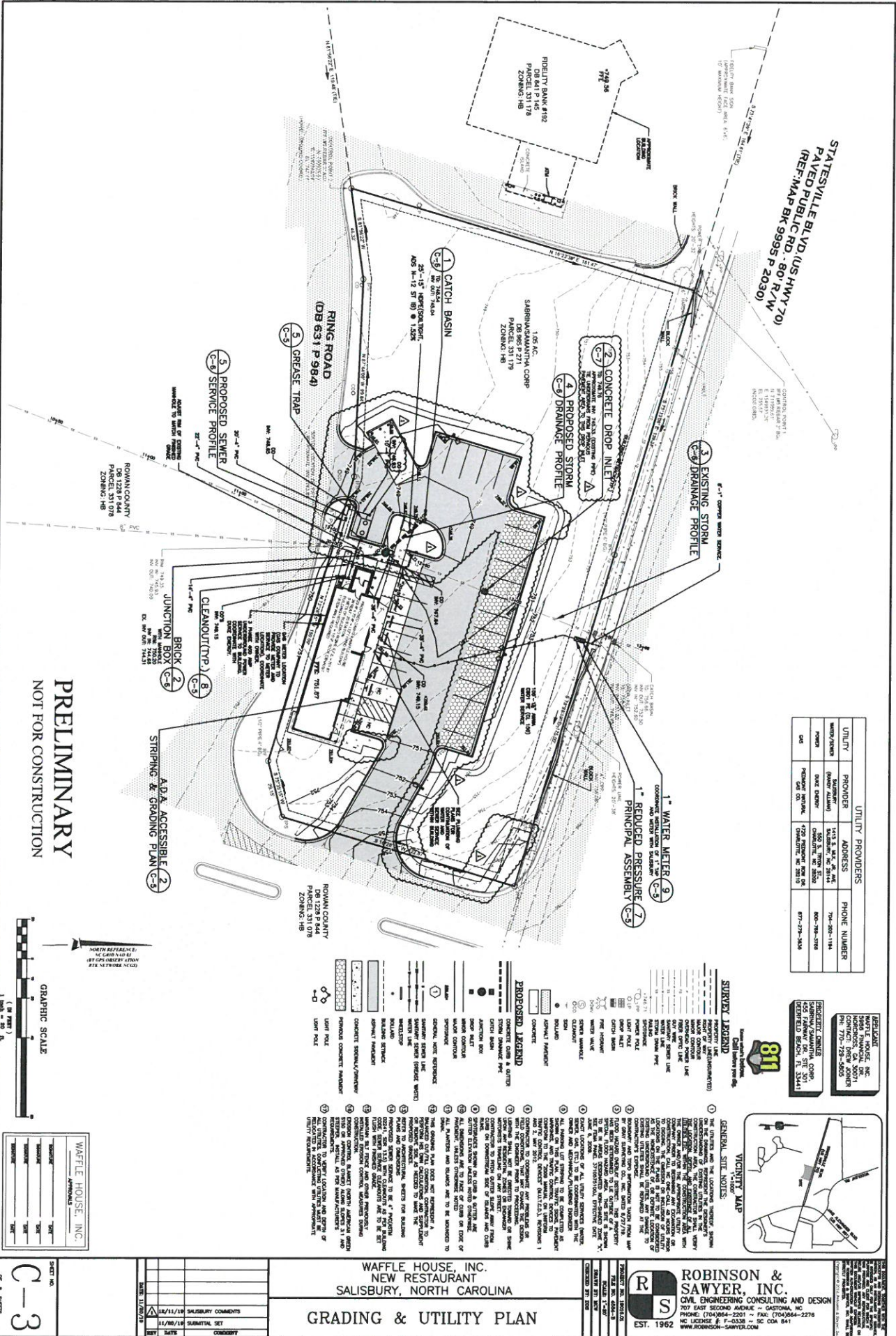
Sheet No.	INDEX
C-1	INITIAL CONDITIONS & EMISSION CONTROL
C-2	SITE & LANDSCAPING PLAN
C-3	SHADING & UTILITY PLAN
C-4	SITE DETAILS
C-5	SITE DETAILS
C-6	SITE DETAILS
C-7	SITE DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION

ROBINSON & SAWYER, INC.
CIVIL ENGINEERING CONSULTING & DESIGN
EST. 1962
707 EAST SECOND AVENUE - GASTONIA, NC
704/864-2201 - FAX 704/864-2278
1000 W. WILSON ST. - SUITE 200 - GASTONIA, NC 28054
WE ARE AN EQUAL OPPORTUNITY FIRM. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, COLOR, OR AGE.



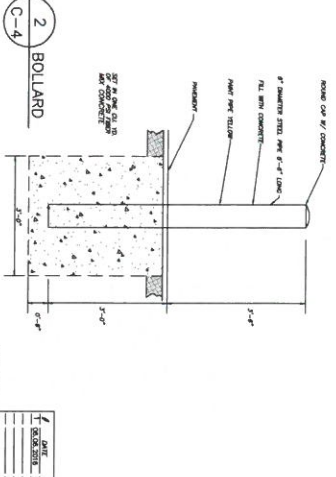
WAFFLE HOUSE, INC.	DATE
APPROVED	DATE
DESIGNED	DATE
CHECKED	DATE
REVIEWED	DATE





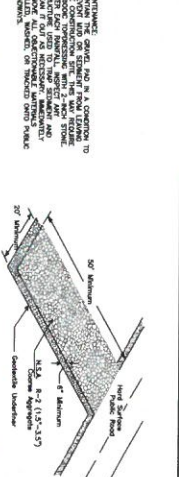
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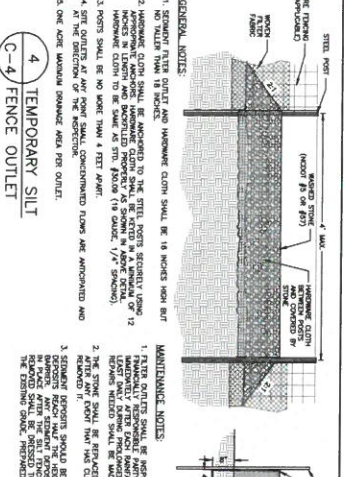
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SCALE: NONE



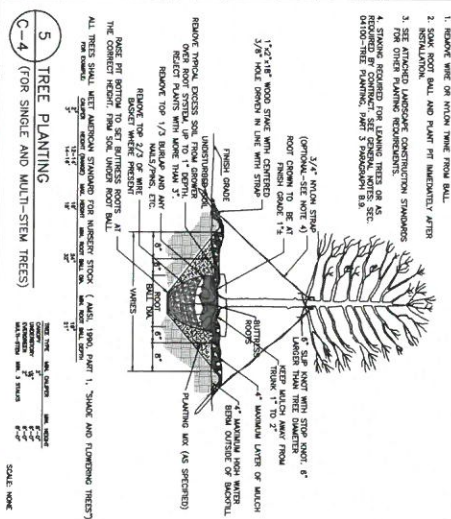
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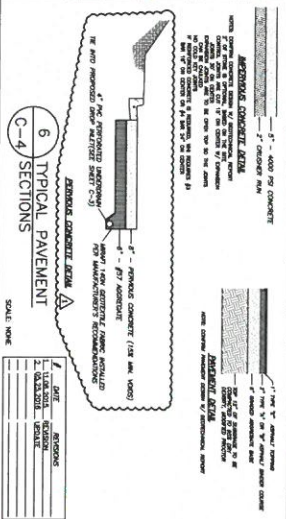
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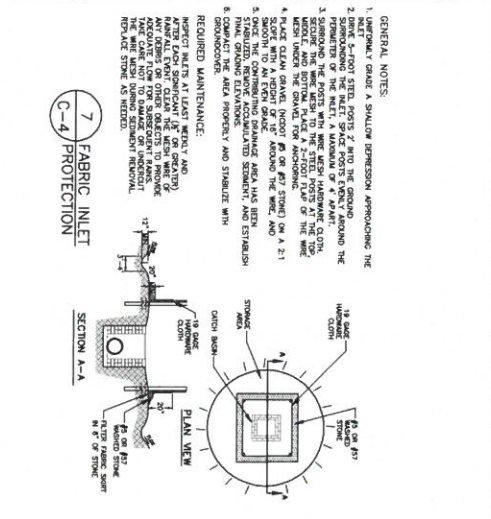
5 TREE PLANTING
C-4 (FOR SINGLE AND MULTI-STEM TREES)

SCALE: NONE



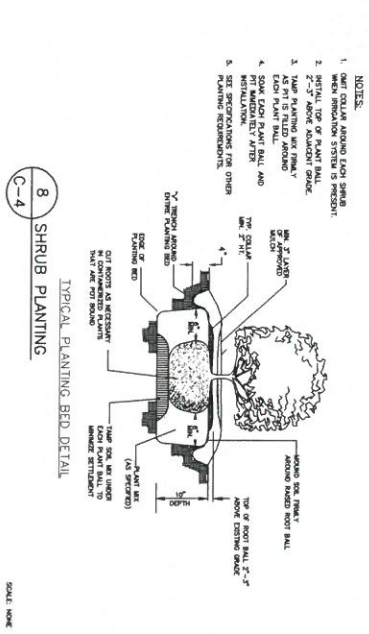
6 TYPICAL PAVEMENT
C-4 SECTIONS

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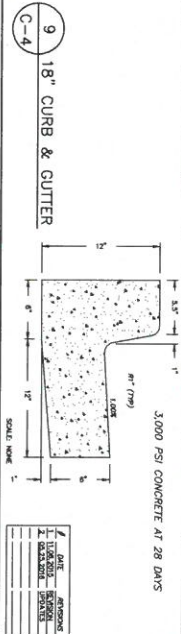
7 FABRIC INLET
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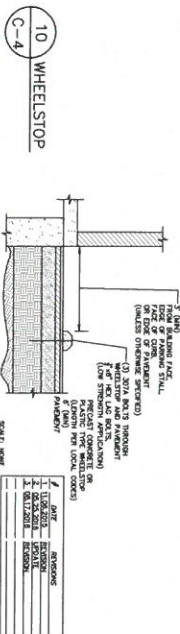
8 SHRUB PLANTING
C-4 TYPICAL PLANTING BED DETAIL

SCALE: NONE



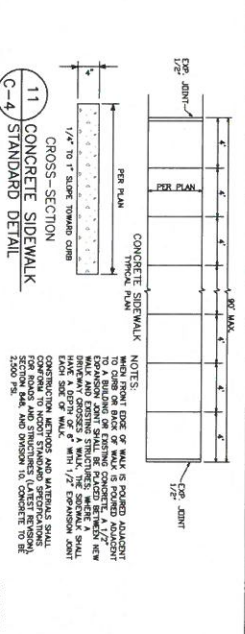
9 18\"/>C-4

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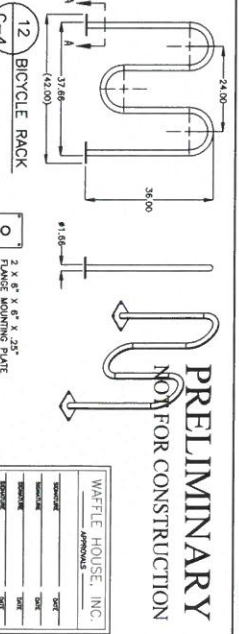
10 WHEELSTOP
C-4

SCALE: NONE



11 CONCRETE SIDEWALK
C-4 STANDARD DETAIL

SCALE: NONE



12 BICYCLE RACK
C-4

SCALE: NONE

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, AS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY CONSTRUCTION MATERIALS AND EQUIPMENT.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
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12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

REQUIRED MAINTENANCE:

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
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PRELIMINARY
NOT FOR CONSTRUCTION

WAFFLE HOUSE, INC.
APPROVED: _____
DATE: _____

WAFFLE HOUSE, INC.
NEW RESTAURANT
SALISBURY, NORTH CAROLINA

SITE DETAILS

ROBINSON & SAWYER, INC.
CIVIL ENGINEERING CONSULTING AND DESIGN
707 EAST SECOND AVENUE - GASTONIA, NC
PHONE: (704) 544-2201 - FAX: (704) 544-2276
NC LICENSE # F-0338 - SC COA 841
WWW.ROBINSON-SAWYER.COM

SHEET NO. **C-4**
OF 8 SHEETS

DATE: 11/11/16
DATE: 11/11/16
DATE: 11/11/16
DATE: 11/11/16

CONCRETE
WHEELSTOP
BICYCLE RACK
SIDEWALK
C-4



1. SOME STAINING MONITORING PANE TO BE INSTALLED (IF REQUIRED) BASED ON LOCAL CODE.
2. ALL STAIN PANE COMPLY WITH U.S. GOVERNMENT OR TRANSPORTATION REGULATIONS. STAIN PANE SHALL BE MADE OF LAMINATED GLASS OR COMPOSITE, PROTECT LOCAL CODES AND BE INSTALLED IN ACCORDANCE TO POSTER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
3. MONITOR ACCESSIBLE STAIN DOES NOT HAVE TO BE POLY-ALUMINUM AND ARE BE ACCORDING TO THE STAINING PANE METHOD.



NOTES:
1. VERTICAL ACCESSIBLE SIGN DOES NOT HAVE TO BE POLE-MOUNTED AND MAY BE MOUNTED TO THE BUILDING FACADA INSTEAD.
(LOCAL AND STATE CODE TO SUPERSEDE)



SCULPTURE: NONE



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SCALD: NON-



SPRINGER



NOTE: THIS DETAIL DOES NOT INCLUDE PAVEMENT EVALUATION. THIS CONCRETE PAVEMENT IS NOT INTENDED TO INCREASE THE LONGEVITY OF THE EXISTING SIDEWALK.



HOW MANY



SCALE: INCHES

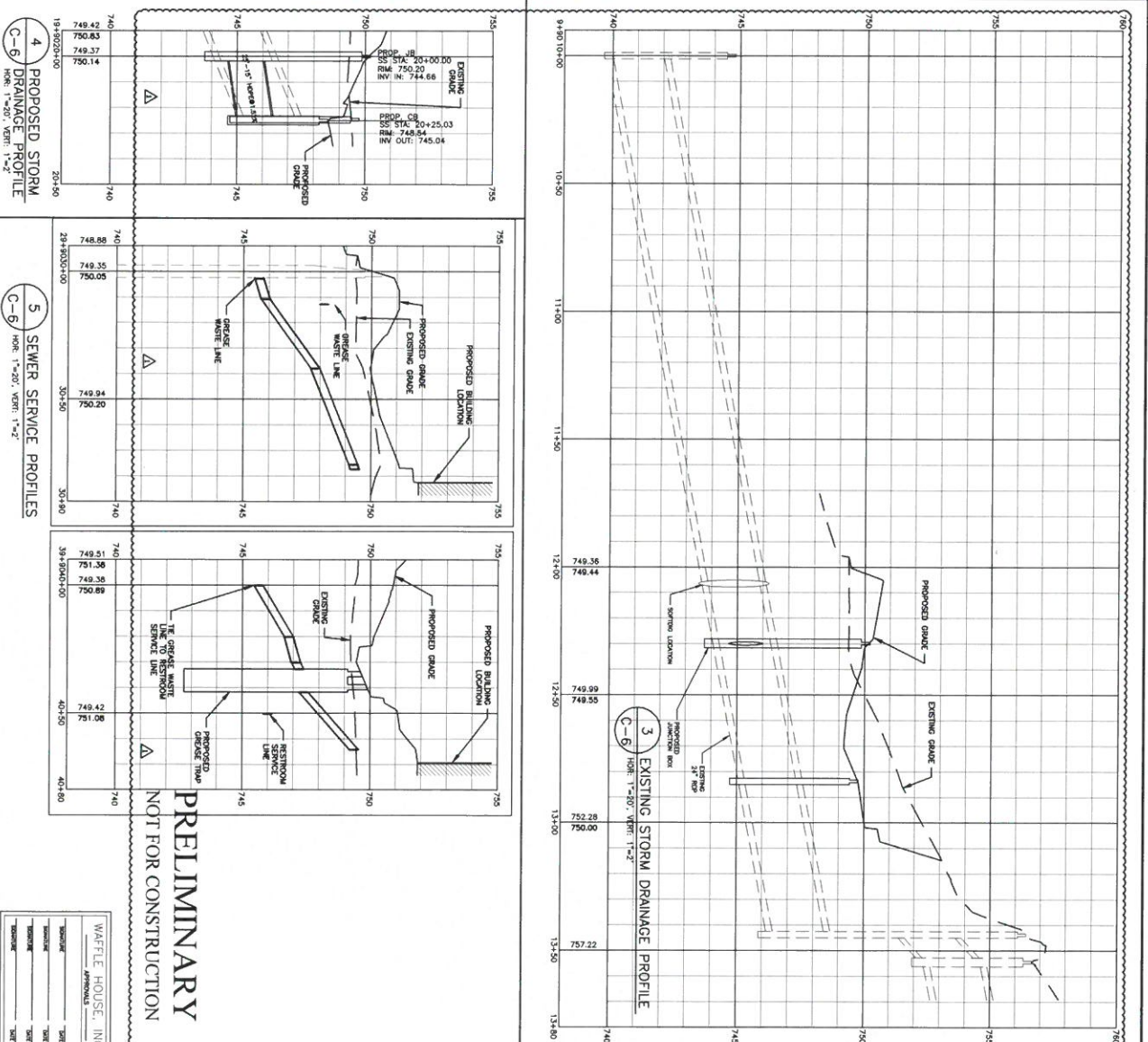
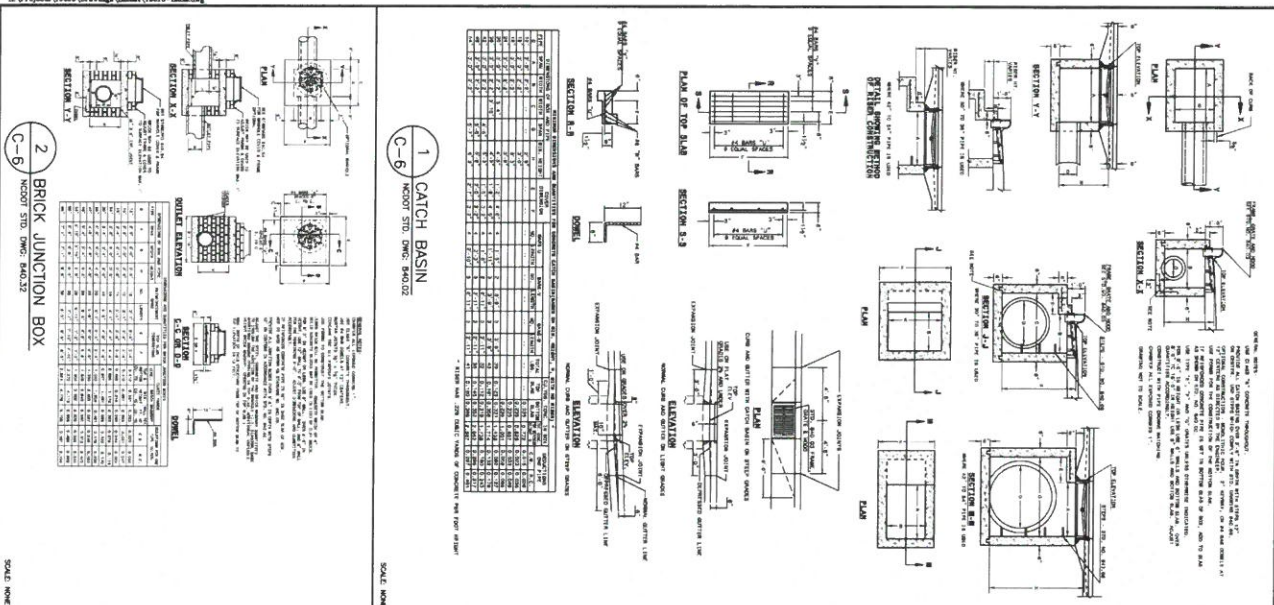
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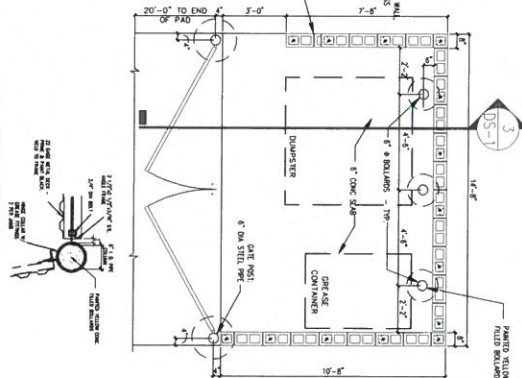
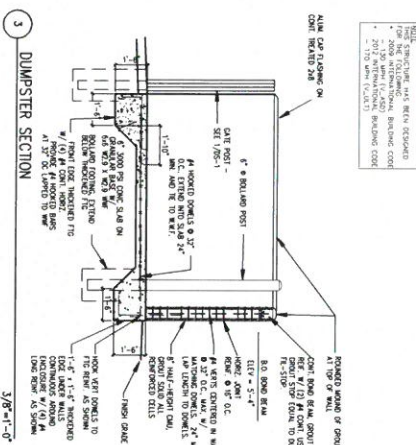
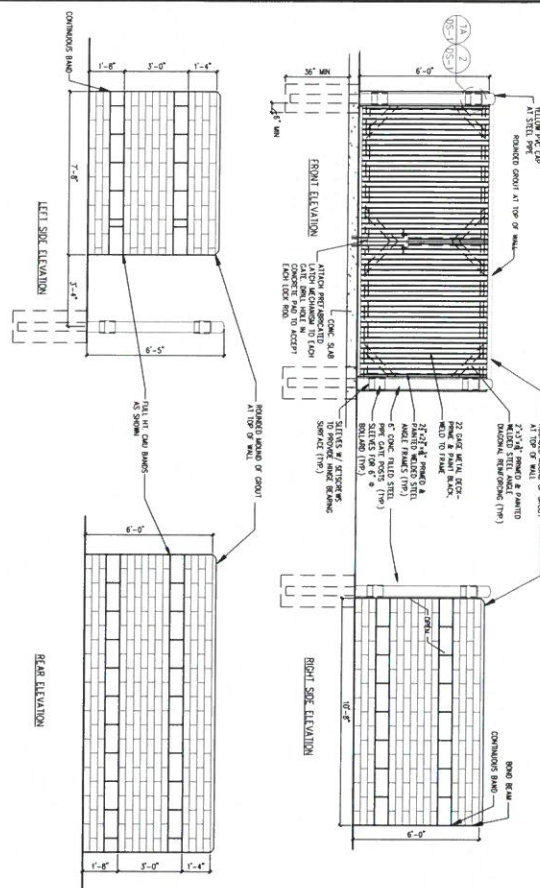
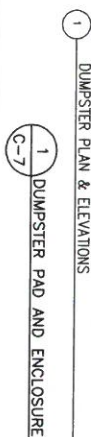
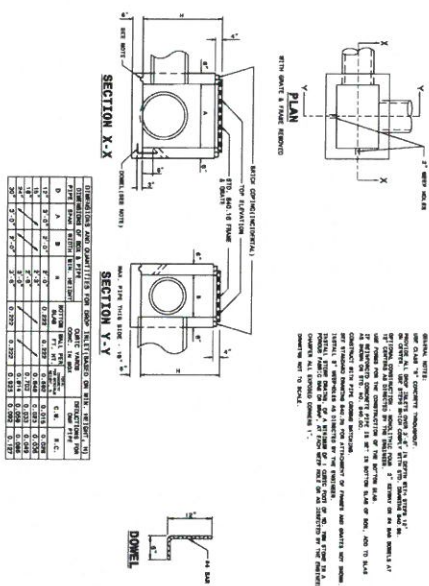
WAFFLE HOUSE, INC.
NEW RESTAURANT
SALISBURY, NORTH CAROLINA

SITE DETAILS

**ROBINSON &
SAWYER, INC.**
CIVIL ENGINEERING CONSULTING AND DESIGN
707 EAST SECOND AVENUE ~ GASTONIA, NC
PHONE: (704)864-2201 ~ FAX: (704)864-2276
NC LICENSE #: F-0338 ~ SC CDA 841
WWW.ROBINSON-SAWYER.COM

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APRIL HOUSE, 5116 AMERICA PLAZA, CROFT

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ELIMINARY

WAFLE HOUSE, INC.

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WAFFLE HOUSE, INC.
NEW RESTAURANT
SALISBURY, NORTH CAROLINA

SITE DETAILS



**ROBINSON &
SAWYER, INC.**
CIVIL ENGINEERING CONSULTING AND DESIGN
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PHONE: (704)864-2201 ~ FAX: (704)864-2276
NC LICENSE # F-0338 ~ SC CDA 841
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SHEET NO.

1

[illegible]

DESCRIPTION

0.0017

A BUILDING CODE ()

49.8 FEET

OCC. LOAD F

800	800
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DESCRIPTION

NOTES & DETAILS

②

BUILDING

SALISBURY, NORTH CAROLINA

BLOCK, N.C., K's

10/17/19

36
R8

1000

COVERS

10/17/19

**W A F F L E
H O U S E**

5986 Financial Drive, Norcross, GA 30071
(770) 729-5700

[illegible]

MARK D. PAVEY, AIA - ARCHITECT
P.O. BOX 1365
GULF SHORES, AL. 36547
(334) 548-3624 (205) 350-0593 (FAX)

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NTG

22. Government path of travel of women (Tobacco from 2.1 A 13046, 2, 3, 10)
23. David and Langley, 1952: 4)
24. I do not wish to be considered

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(continued from page 1)

2007-2008		2008-2009		2009-2010		2010-2011		2011-2012		2012-2013		2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		2026-2027		2027-2028		2028-2029		2029-2030		2030-2031		2031-2032		2032-2033		2033-2034		2034-2035		2035-2036		2036-2037		2037-2038		2038-2039		2039-2040		2040-2041		2041-2042		2042-2043		2043-2044		2044-2045		2045-2046		2046-2047		2047-2048		2048-2049		2049-2050		2050-2051		2051-2052		2052-2053		2053-2054		2054-2055		2055-2056		2056-2057		2057-2058		2058-2059		2059-2060		2060-2061		2061-2062		2062-2063		2063-2064		2064-2065		2065-2066		2066-2067		2067-2068		2068-2069		2069-2070		2070-2071		2071-2072		2072-2073		2073-2074		2074-2075		2075-2076		2076-2077		2077-2078		2078-2079		2079-2080		2080-2081		2081-2082		2082-2083		2083-2084		2084-2085		2085-2086		2086-2087		2087-2088		2088-2089		2089-2090		2090-2091		2091-2092		2092-2093		2093-2094		2094-2095		2095-2096		2096-2097		2097-2098		2098-2099		2099-2100		2100-2101		2101-2102		2102-2103		2103-2104		2104-2105		2105-2106		2106-2107		2107-2108		2108-2109		2109-2110		2110-2111		2111-2112		2112-2113		2113-2114		2114-2115		2115-2116		2116-2117		2117-2118		2118-2119		2119-2120		2120-2121		2121-2122		2122-2123		2123-2124		2124-2125		2125-2126		2126-2127		2127-2128		2128-2129		2129-2130		2130-2131		2131-2132		2132-2133		2133-2134		2134-2135		2135-2136		2136-2137		2137-2138		2138-2139		2139-2140		2140-2141		2141-2142		2142-2143		2143-2144		2144-2145		2145-2146		2146-2147		2147-2148		2148-2149		2149-2150		2150-2151		2151-2152		2152-2153		2153-2154		2154-2155		2155-2156		2156-2157		2157-2158		2158-2159		2159-2160		2160-2161		2161-2162		2162-2163		2163-2164		2164-2165		2165-2166		2166-2167		2167-2168		2168-2169		2169-2170		2170-2171		2171-2172		2172-2173		2173-2174		2174-2175		2175-2176		2176-2177		2177-2178		2178-2179		2179-2180		2180-2181		2181-2182		2182-2183		2183-2184		2184-2185		2185-2186		2186-2187		2187-2188		2188-2189		2189-2190		2190-2191		2191-2192		2192-2193		2193-2194		2194-2195		2195-2196		2196-2197		2197-2198		2198-2199		2199-2200		2200-2201		2201-2202		2202-2203		2203-2204		2204-2205		2205-2206		2206-2207		2207-2208		2208-2209		2209-2210		2210-2211		2211-2212		2212-2213		2213-2214		2214-2215		2215-2216		2216-2217		2217-2218		2218-2219		2219-2220		2220-2221		2221-2222		2222-2223		2223-2224		2224-2225		2225-2226		2226-2227		2227-2228		2228-2229		2229-2230		2230-2231		2231-2232		2232-2233	
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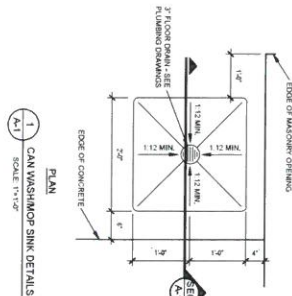
2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
ELECTRICAL DIVISION
(PROVIDED FOR THE BUILDING DEPARTMENT OF THE CITY OF LOS ANGELES)
ELECTRICAL SUMMARY

Method of Implementation: *Amended, Deleted, Restored*

Lighting: *Amended* **Section 9101.01:** *Section 9101.01.1: Deleted*
Section 9101.02: *Section 9101.02.1: Deleted*
Section 9101.03: *Section 9101.03.1: Deleted*
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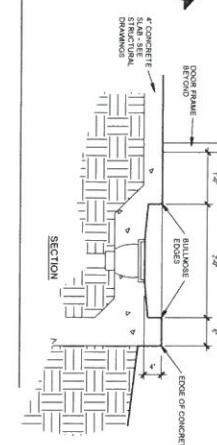
[illegible]

JOB NO: 20427 DATE: 10/7/19 OF 28 SHEET T-1A	CODE SUMMARY CHECKED BY: DESIGNED BY: DRAWN BY: SCALE:	CODE SUMMARY 35 SEAT / 20 STATION / L.H. QUIK-BRIK, HIGH REVERSE SLOPE FASCIA LOCATION: STATESVILLE BOULEVARD SALISBURY, NORTH CAROLINA	"A UNIQUE AMERICAN PHENOMENON"  "AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK" 5555 Financial Drive, Nashville, GA 30571 (770) 725-5700	# DATE REVISIONS BY	MARK D. PAVEY, AIA - ARCHITECT P.O. BOX 1365 GULF SHORES AL 36547 (334) 448-3024 (251) 495-9593 (FAX) These drawings and the design represented herein are the exclusive property of Mark D. Pavey, AIA. Reproduction in any way of these drawings or other files for the project is prohibited without the express written consent of Mark D. Pavey, AIA. Any unauthorized use will be subject to legal action.	
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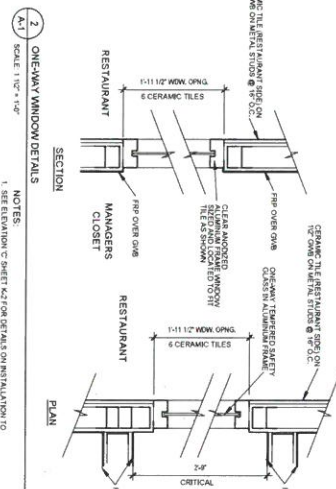


PLAN

A-1
SCALE 1"=1'-0"

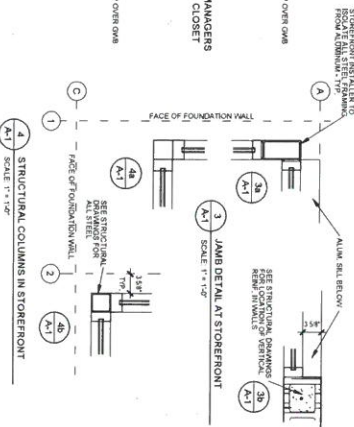


SECTION



13

NOTE



①

4	SIRUCI
A-1	SCALE 1"

FLOOR PLAN

SCALE: 1/4" = 1'-0"

SEE K-1 FOR ADDITIONAL INFO

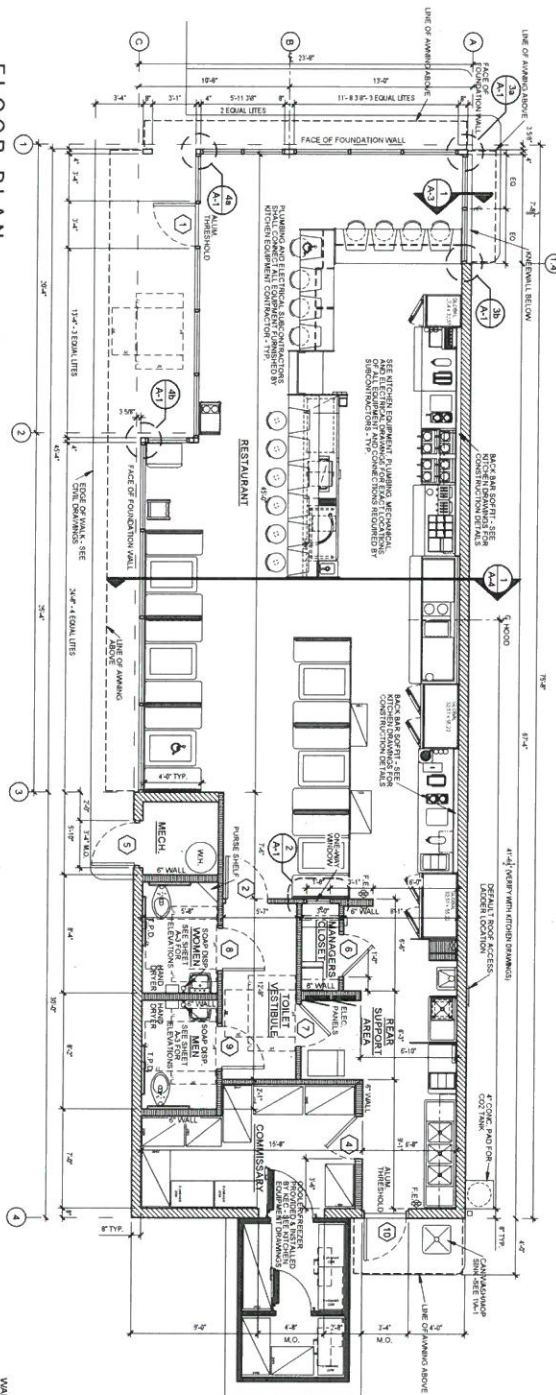
1. SEE KITCHEN EQUIPMENT SHEETS FOR MORE DETAILS INCLUDING CLEARANCES AT ACCESSIBLE SEATING.
2. SEE SHEET K-6 FOR DOOR AND FINISH SCHEDULES.
3. SEE SITE PLAN FOR DESIGN, LOCATION AND SIZING OF ALL SITE RELATED CONSTRUCTION INCLUDING SIDEWALKS, WALKWAYS, STREETS.

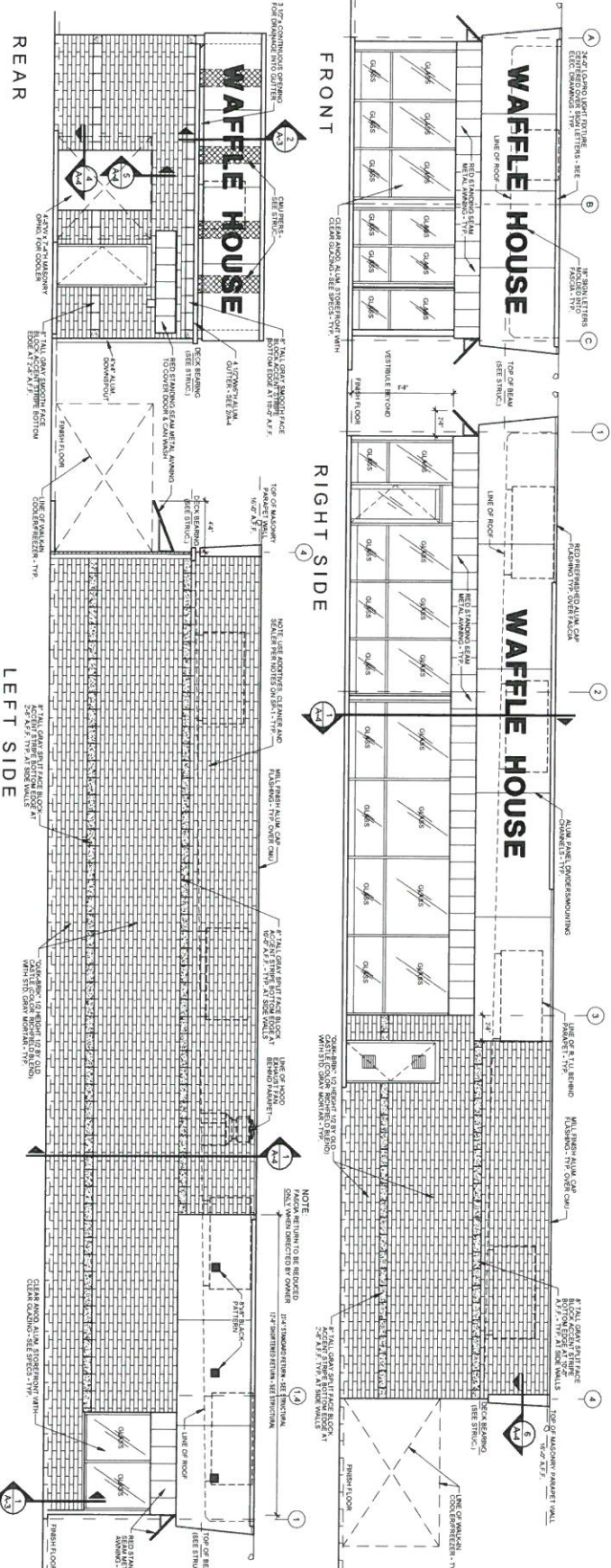
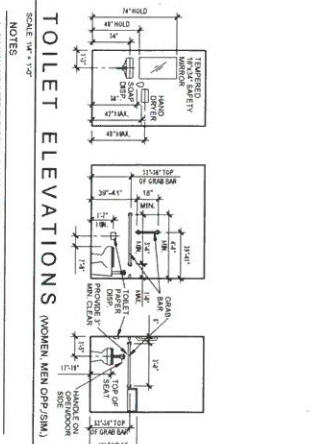
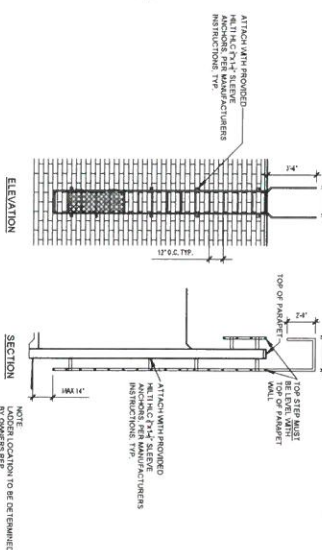
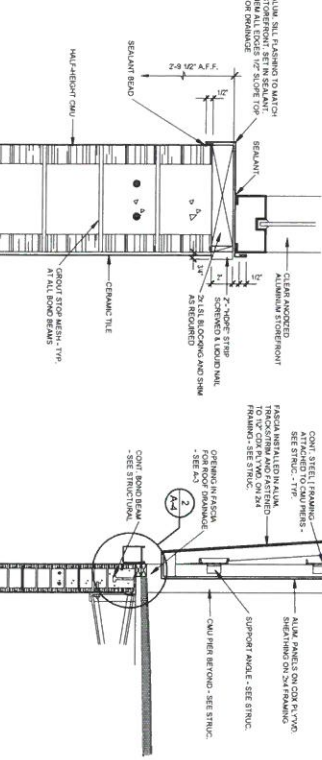
- CURE, HANDICAP RAMPS(S), STAIRS AND ANY OTHER REQUIREMENTS. ALL GLAZING TO BE TEMPERED SAFETY GLASS - (SEE SPECS). DIMENSIONS ARE FROM FACE OF STUD. CWL, CENTERLINE OF STOREFRONT OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.

6. BLOCKING TO BE INSTALLED BEHIND FIRE EXTINGUISHERS, COAT HOOKS, LAVATORIES, ALL TOILET ROOM ACCESSORIES, SHELVES, DIVIDER PANELS, TV BRACKET, ETC. REFER TO KITCHEN DRAWINGS FOR MORE DETAILS

WALL LEGEND

7" ABOVE CEILING PROVIDE
DIAGONAL BRACING TO ROOF
JOIST AT 48" O.C. STAGGE
INSTALL PER A.3.1 M. C734.

[illegible]



EXTERIOR ELEVATIONS

SCALE 1W=1.07

NOTES:

1. ALL GLAZING SHALL BE TEMPERED SAFETY GLASS - SEE SPECS
2. COORDINATE ROOF ACCESS LADDER LOCATION WITH W/AFLE HOUSE REP. IN FIELD.

"A UNIQUE AMERICAN PHENOMENON"
W A F F L E
H O U S E
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"
5586 Financial Drive, Norcross, GA 30071
(770) 729-5700

[illegible]

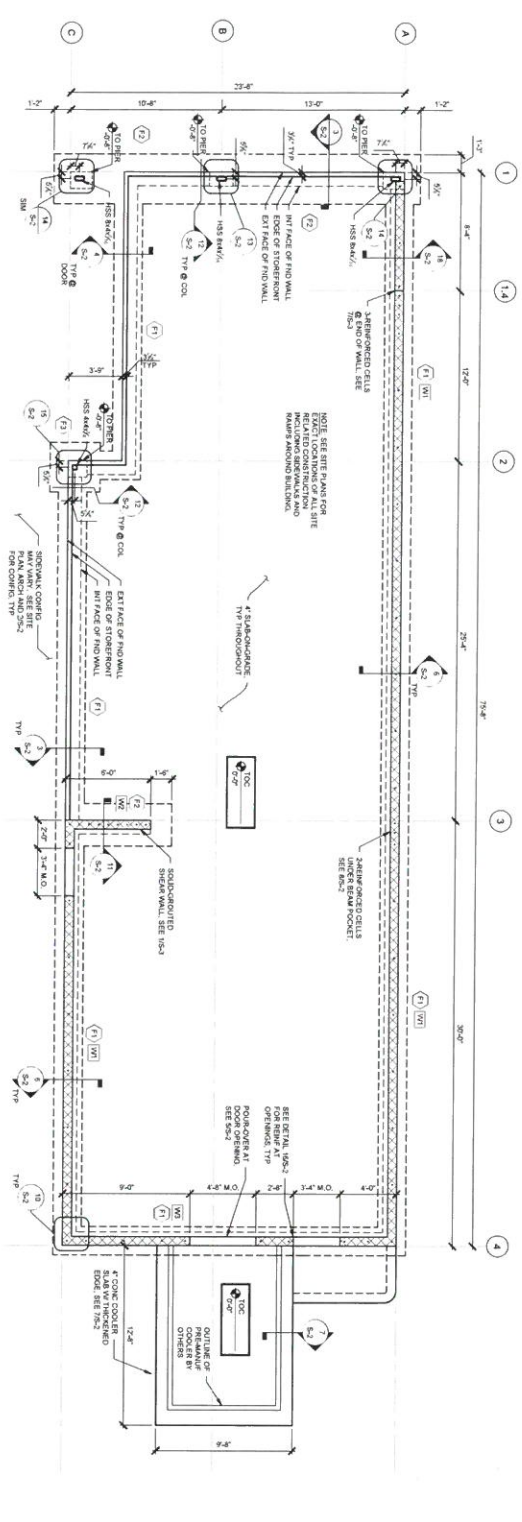
MARK D. PAVEY, AIA - ARCHITECT
P.O. BOX 1346
GULF SHORES, AL 36547
(334) 546-3024 (205) 550-0993 (FAX)

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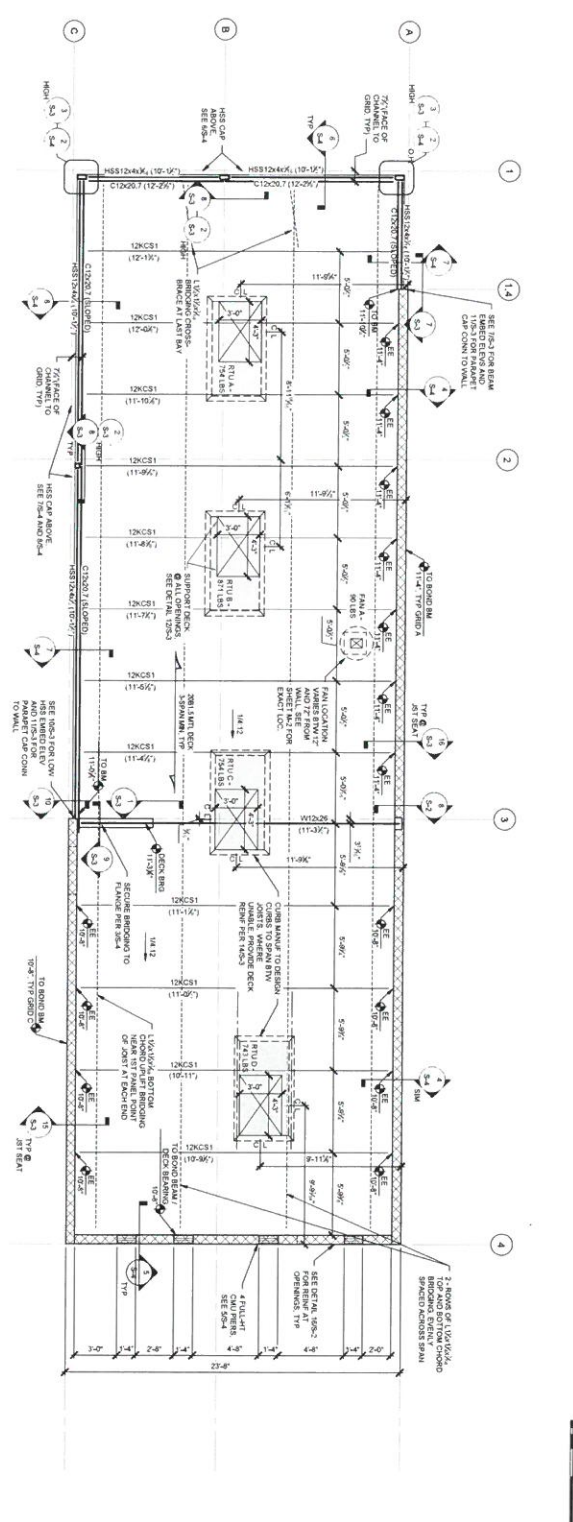
Electronic Seal & Signature

 Mark D. Pavey
 License No. 13466
 Mechanical Engineering

ARCHITECTURAL	
JOB NO: 20427	SHEET A-3
DATE: 10/17/19	OF 28 SHEETS



1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"



2 ROOF FRAMING PLAN
SCALE: 3/8"=1'-0"

FOUNDATION PLAN NOTES

1. TOP OF CONCRETE ELEVATION: SEE FOOTING SCHEDULE.
2. WALL TYPE INDICATION: SEE CH. WALL REINFORCEMENT SCHEDULE.
3. TOP OF FTS SHALL BE AT 2'-0" MIN. FTS IS TO BE LOCATED IN ROOM BY THE OWNER. COULD NOT DO IF EXISTING WALLS ARE IN THE WAY. TO BE LOCATED IN ROOM BY THE OWNER. COULD NOT DO IF EXISTING WALLS ARE IN THE WAY.
4. SEE GENERAL NOTES ON S4 FOR ADDITIONAL INFORMATION.
5. SEE SHEETS S-1 THROUGH S-4 FOR TYPICAL DETAILS NOT SPECIFICALLY CALLED OUT ON THIS PLAN.

FOOTING SCHEDULE - 2000 PSF

MARK	FOOTING SIZE	REIN.
F1	2'-0" x 1'-0" D. COH.	1-#4 COH.
F2	3'-0" x 1'-0" D. COH.	1-#4 COH.
F3	3'-0" x 1'-0" D. COH.	1-#4 COH.

FOOTING SCHEDULE - 2500 PSF

MARK	FOOTING SIZE	REIN.
F1	2'-0" x 1'-0" D. COH.	1-#4 COH.
F2	3'-0" x 1'-0" D. COH.	1-#4 COH.
F3	3'-0" x 1'-0" D. COH.	1-#4 COH.

NOTES:

1. SEE GENERAL NOTES ON S4 FOR ADDITIONAL INFORMATION.
2. SEE SHEETS S-1 THROUGH S-4 FOR TYPICAL DETAILS NOT SPECIFICALLY CALLED OUT ON THIS PLAN.

CMU WALL REIN. SCHEDULE

MARK	DOVEL	VERT REIN.	HORIZ REIN.
W1	4"	4"	4"
W2	4"	4"	4"
W3	4"	4"	4"

NOTES:

1. SEE GENERAL NOTES ON S4 FOR ADDITIONAL INFORMATION.
2. SEE SHEETS S-1 THROUGH S-4 FOR TYPICAL DETAILS NOT SPECIFICALLY CALLED OUT ON THIS PLAN.

ROOF FRAMING PLAN NOTES

1. THE ROOF AT INTERLINE IS NOT DESIGNED TO CARRY EXCESSIVE LOADS.
2. FUTURE ROOFING EQUIPMENT SHOULD BE REMOVED FROM THIS AREA.
3. THE ROOF SHALL BE DESIGNED FOR THE LOADS SHOWN IN THE NOTES.
4. THE ROOF SHALL BE DESIGNED FOR THE LOADS SHOWN IN THE NOTES.
5. THE ROOF SHALL BE DESIGNED FOR THE LOADS SHOWN IN THE NOTES.
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9. THE ROOF SHALL BE DESIGNED FOR THE LOADS SHOWN IN THE NOTES.
10. THE ROOF SHALL BE DESIGNED FOR THE LOADS SHOWN IN THE NOTES.



DCI ENGINEERS, INC.
FIRM LICENSE C-4036
1060 FOWLER AVE., SUITE 202
BOZEMAN, MT 59714
(406) 596-8099

REVISIONS

#	DATE	REVISIONS	BY



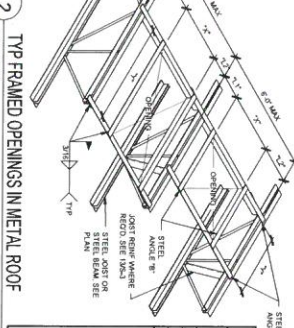
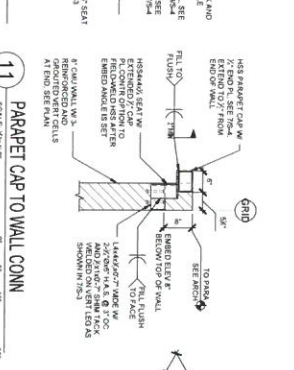
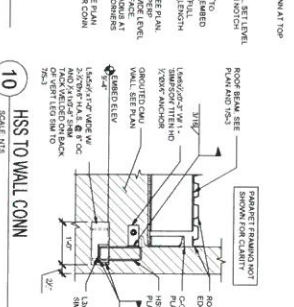
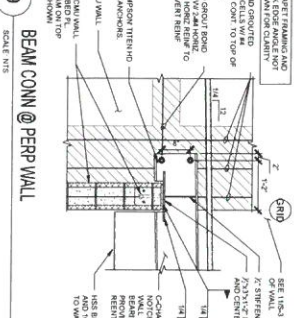
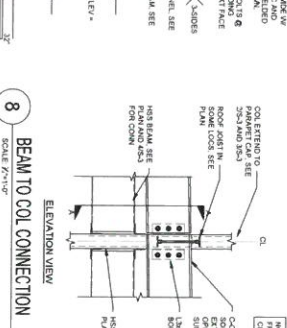
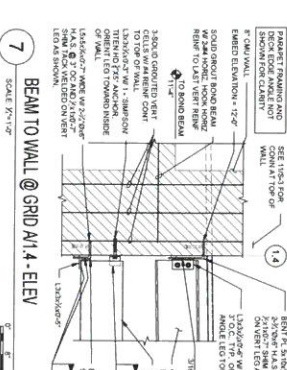
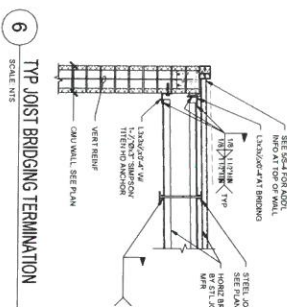
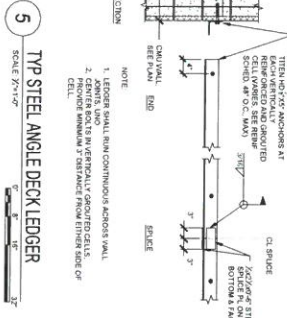
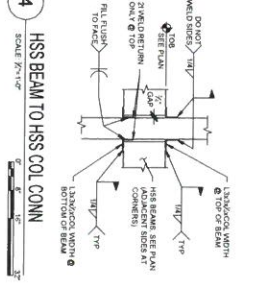
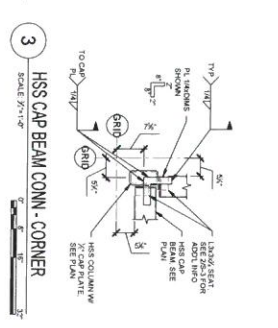
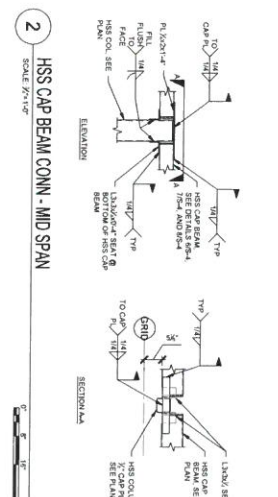
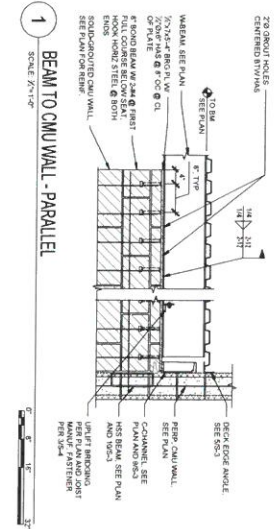
FOUNDATION AND ROOF PLANS

38 SEAT / 20 STATION / L.H. QUIK-BRIK, HIGH REVERSE SLOPE FASCIA

LOCATION:
STATESVILLE BOULEVARD
SALISBURY, NORTH CAROLINA

CHECKED BY: JDC
DRAWN BY: JDC

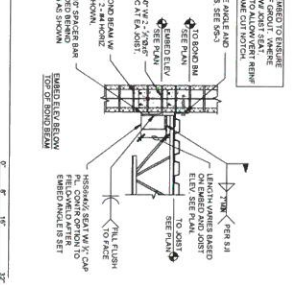
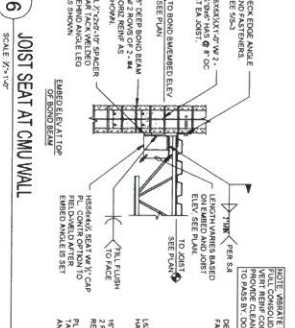
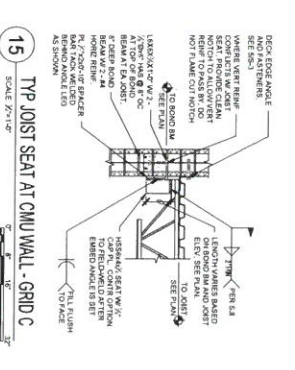
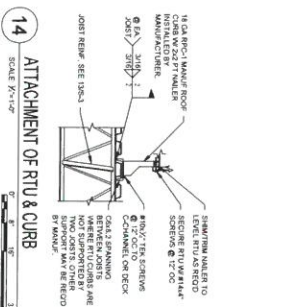
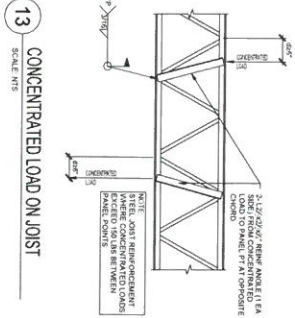
STRUCTURAL
JOB NO. 19151
DATE: 10/7/19
SHEET 51
OF 28
SHEETS



STEEL FRAMING AT OPENING			
"X" OR "Y"	STEEL ANGLE "X"	STEEL ANGLE "Y"	
UP TO 1'-0"	NOT REQUIRED	NOT REQUIRED	
UP TO 2'-0"	1x4x1/2	1x4x1/2	
UP TO 3'-0"	1x4x1/2	1x4x1/2	

ADDITIONAL REMARKS:

- USE FRAMING AT ALL ROOF OPENINGS WHERE EITHER "X" OR "Y" EXCEEDS EXCEPTED.
- NAME "X" OR "Y" TO LIST NAME "X" AT ROOF STEEL ANGLE "Y" MAY BE EXCEPTED.
- IF 5/8" DECK SHEET OCCURS AT 5/8" AT THE STEEL ANGLE "Y" IS REQUIRED THAT THE OPPOSITE SIDE OF THE JOIST. STEEL ANGLE "Y" IS REQUIRED THAT THE OPPOSITE SIDE OF THE JOIST.
- SEE ARCH DRAWINGS FOR EXACT SIZE AND LOCATION OF OPENINGS.
- MAXIMUM EQUIPMENT LOAD ON FRAMING AS SHOWN ON PLAN.
- REFER TO DETAIL 12031 FOR JOIST REINFORCEMENT.



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FIRM LICENSE # C-4036
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BOZEMAN, MT 59718
(406) 552-5555

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Waffle House
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"

DATE: 10/17/19
REVISIONS:
BY:

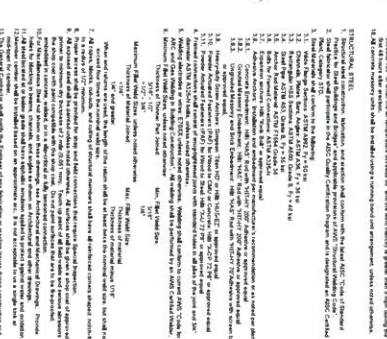
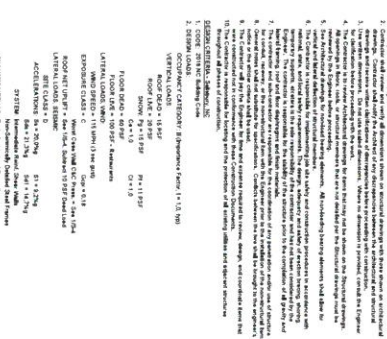
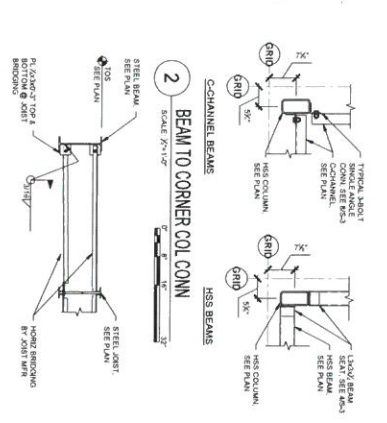
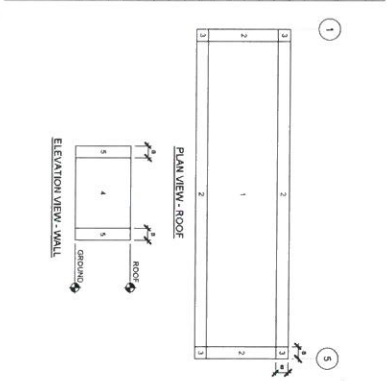
STRUCTURAL
SHEET
S-3
DATE: 10/17/19
SHEETS: 28

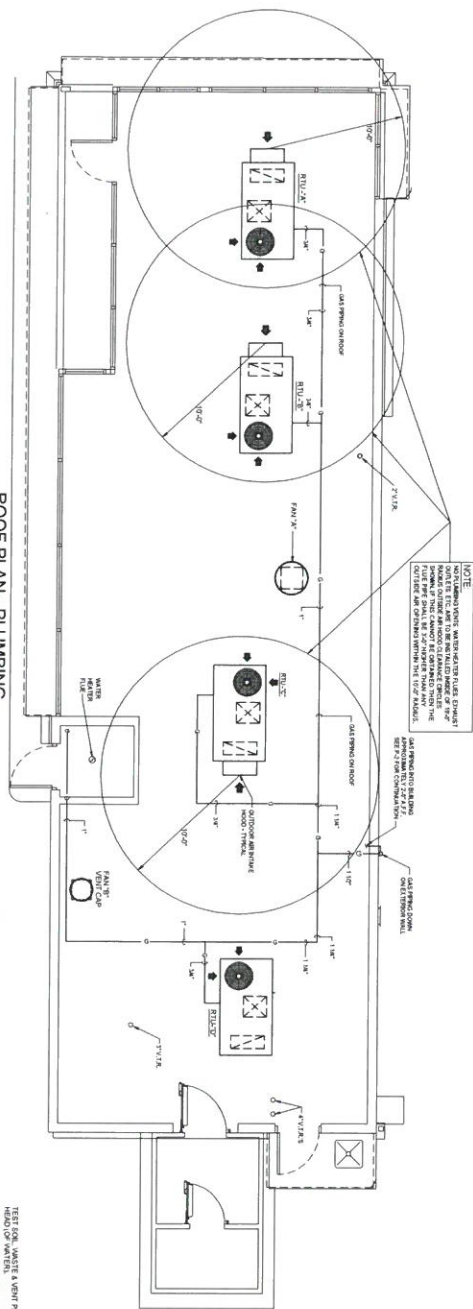
LOCATION:
STATESVILLE BOULEVARD
STATESVILLE, NORTH CAROLINA

38 SEAT / 20 STATION / LH. QUIRK-BRIK. HIGH REVERSE SLOPE FASCIA

DETAILS
CHECKED BY: JDC
DRAWN BY: JDC

COMPONENTS & CLADDING WIND PRESSURES (PSF)			
V = 115 MPH, EXPOSURE C, z = 10, BUILDING TYPE = ENCLOSURE, GPM = 0.18, ROOF TYPE = A, z = 10 ft			
LOCATION	ZONE	WIND DATA (PSF)	WIND PRESSURE (PSF)
1	10	16.0	-24.8
2	100	16.0	-24.8
3	20	23.2	-43.2
4	20	23.2	-43.2
5	20	23.2	-43.2
6	20	23.2	-43.2
7	20	23.2	-43.2
8	20	23.2	-43.2
9	20	23.2	-43.2
10	20	23.2	-43.2
11	20	23.2	-43.2
12	20	23.2	-43.2
13	20	23.2	-43.2
14	20	23.2	-43.2
15	20	23.2	-43.2
16	20	23.2	-43.2
17	20	23.2	-43.2
18	20	23.2	-43.2
19	20	23.2	-43.2
20	20	23.2	-43.2
21	20	23.2	-43.2
22	20	23.2	-43.2
23	20	23.2	-43.2
24	20	23.2	-43.2
25	20	23.2	-43.2
26	20	23.2	-43.2
27	20	23.2	-43.2
28	20	23.2	-43.2
29	20	23.2	-43.2
30	20	23.2	-43.2
31	20	23.2	-43.2
32	20	23.2	-43.2
33	20	23.2	-43.2
34	20	23.2	-43.2
35	20	23.2	-43.2
36	20	23.2	-43.2
37	20	23.2	-43.2
38	20	23.2	-43.2
39	20	23.2	-43.2
40	20	23.2	-43.2
41	20	23.2	-43.2
42	20	23.2	-43.2
43	20	23.2	-43.2
44	20	23.2	-43.2
45	20	23.2	-43.2
46	20	23.2	-43.2
47	20	23.2	-43.2
48	20	23.2	-43.2
49	20	23.2	-43.2
50	20	23.2	-43.2
51	20	23.2	-43.2
52	20	23.2	-43.2
53	20	23.2	-43.2
54	20	23.2	-43.2
55	20	23.2	-43.2
56	20	23.2	-43.2
57	20	23.2	-43.2
58	20	23.2	-43.2
59	20	23.2	-43.2
60	20	23.2	-43.2
61	20	23.2	-43.2
62	20	23.2	-43.2
63	20	23.2	-43.2
64	20	23.2	-43.2
65	20	23.2	-43.2
66	20	23.2	-43.2
67	20	23.2	-43.2
68	20	23.2	-43.2
69	20	23.2	-43.2
70	20	23.2	-43.2
71	20	23.2	-43.2
72	20	23.2	-43.2
73	20	23.2	-43.2
74	20	23.2	-43.2
75	20	23.2	-43.2
76	20	23.2	-43.2
77	20	23.2	-43.2
78	20	23.2	-43.2
79	20	23.2	-43.2
80	20	23.2	-43.2
81	20	23.2	-43.2
82	20	23.2	-43.2
83	20	23.2	-43.2
84	20	23.2	-43.2
85	20	23.2	-43.2
86	20	23.2	-43.2
87	20	23.2	-43.2
88	20	23.2	-43.2
89	20	23.2	-43.2
90	20	23.2	-43.2
91	20	23.2	-43.2
92	20	23.2	-43.2
93	20	23.2	-43.2
94	20	23.2	-43.2
95	20	23.2	-43.2
96	20	23.2	-43.2
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98	20	23.2	-43.2
99	20	23.2	-43.2
100	20	23.2	-43.2

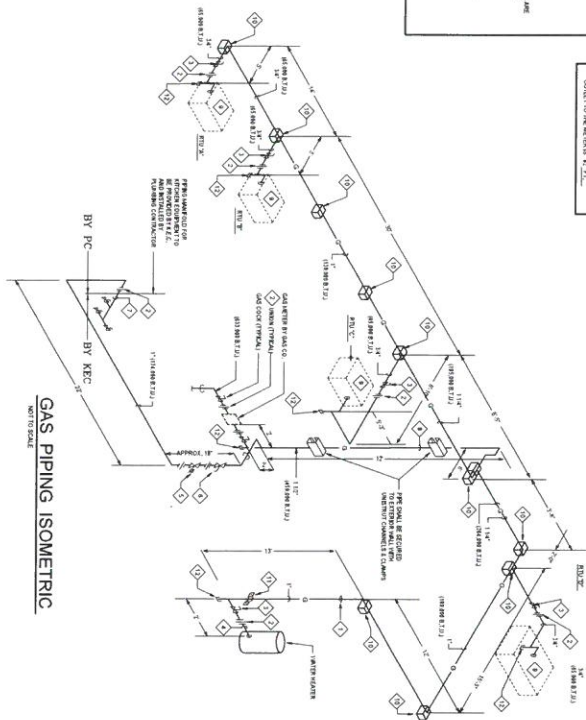




ROOF PLAN - PLUMBING

GENERAL PLUMBING NOTES

- AND CONDITIONS ON INTERIOR EQUIPMENT, DOWNLOWS, SEE SHIP'S M. PLANS TO CONNECT ALL INTERIOR EQUIPMENT TO THE JACKET. K.C. SEE SHEETS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834,



GAS PIPING ISOMETRIC

13. SOL, WASTE AND VENT PIPING SHALL BE SCHEDULE 40 P.V.C. OR A.B.S. PLASTIC WITH PLASTIC DRAINAGE FITTINGS.

- [illegible]

THE DEGREE OF COMPACTION SHALL BE AS FOLLOWS:

- A. UNDER BUILDING SLABS, ROADWAYS, PAVED PARKING AREAS AND SIMILAR USE
PARENTS INCLUDING ADJACENT SHOULDER AREAS, SPURCH LAYERS, 90% PROCTOR
B. UNDER TURFED OR SEEDED LAWN AREAS, TWELVE-INCH LAYERS, MAX. PROCTOR
THIS REQUIREMENT APPLIES ALSO TO AREAS DESIGNATED TO BE LIFTED OR SEEDED
C. UNDER OTHER AREAS INVOLVING LAYERS DENSITY EQUAL TO ADJACENT SOIL

GAS LOAD SCHEDULE		
ITEM	BTU	
UNIT "A"	61,000	
UNIT "B"	66,000	
UNIT "C"	61,000	
UNIT "D"	61,000	
WATER HEATER	199,000	
2 FIVE BURNERS	34,000	
2 FIVE GALLON	75,000	
2 FIVE GALLON	75,000	
TOTAL	613,000	

THE DATA FROM THE ABOVE IS
 OBTAIN TO THE ATTACHED P. 17.

- [illegible]

PLUMBING	
JOB NO: 20427	SHEET P-3
DATE: 10/17/19	OF 28 SHEETS

CHECKED BY:
KXH
DRAWN BY:
MRL

GAS SYSTEM NOTES & DETAILS

38 SEAT / 20 STATION / L.H. QUICK-BRIK,
HIGH REVERSE SLOPE FASCIA

LOCATION:
STATESVILLE BOULEVARD
SALISBURY, NORTH CAROLINA

"A UNIQUE AMERICAN PHENOMENON"

W A F F L E
H O U S E .

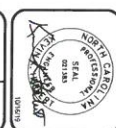
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"

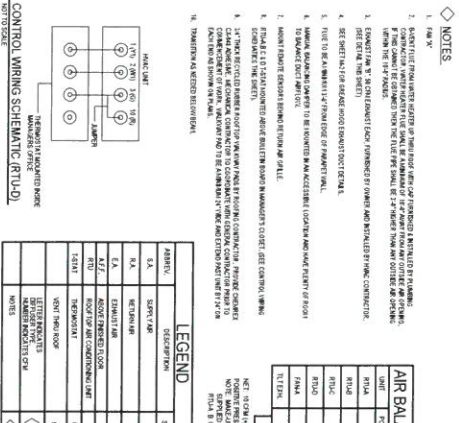
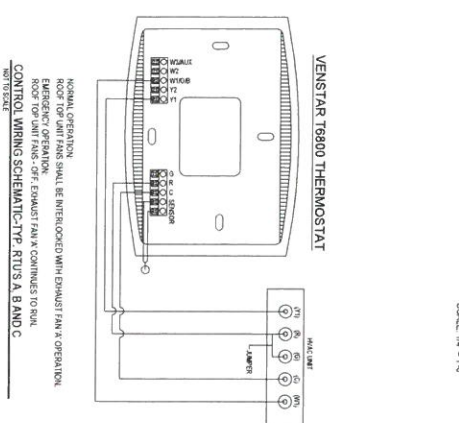
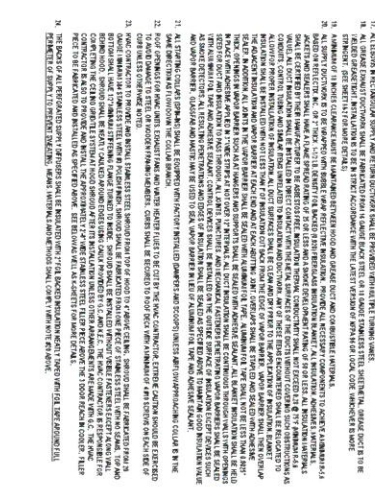
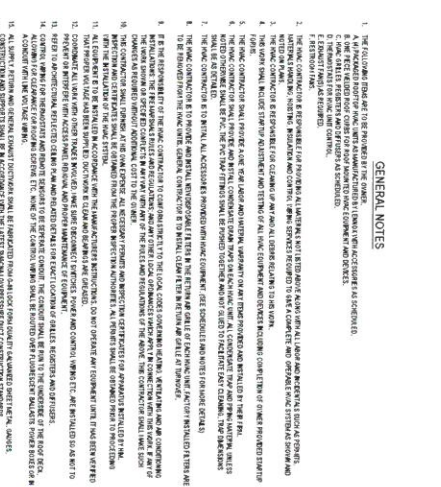
5956 Financial Drive, Norcross, GA 30071
(770) 728-5700

[illegible]

1 Point One Design, Ltd.
Consulting Engineers
5641 S. 10th Street, North
Hollywood, CA 91605
Tel: 818-707-1101 Fax: 818-707-1101
www.1pointone.com

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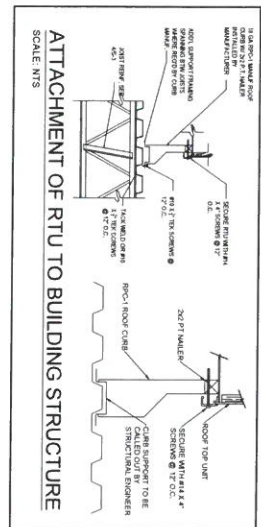


[illegible][illegible][illegible]

BY _____ _____ _____ _____	<p>1 Point One Design, Ltd. Consulting Engineers</p> <p>C19571</p> <p>2001 W. Maple Court North Houston, Texas 77058 Tel: 281-415-7333 Fax: 281-415-7334 www.pointonedesign.com</p> <p>These drawings and the design represented herein are the exclusive property of Worlfe House Inc. Reproduction or any use of these drawings other than for the project intended without the express written consent of Worlfe House Inc. Any unauthorized use will be subject to legal action.</p>	
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AMERICAN PHENOMENON™ F F L E O U S E. TO EAT, AMERICA'S PLACE TO WORK™ Drive, Norcross, GA 30071 770) 729-5700	#	DATE	REVISIONS

JOB NO. 20427 DATE: _____ OF 28		MECHANICAL SHEET M-1	CHECKED BY: KOH DRAWN BY: MRL	HVAC PLAN & SCHEDULES NOTES & DETAILS 38 SEAT / 20 STATION / L.H. QUIK-BRIK HIGH REVERSE SLOPE FASCIA LOCATION: STATESVILLE BOULEVARD SALISBURY, NORTH CAROLINA	"A UNIFORM W H "AMERICA'S PLAN" 5886 Print
--	--	----------------------------	--	---	--



ATTACHMENT OF RTU TO BUILDING STRUCTURE
SCALE 1/4"=1'-0"

LEGEND	
(1) 1/2" THICK 1/4" X 1/2" BESS	(2) 1/2" THICK 1/4" X 1/2" BESS
(3) 1/2" THICK 1/4" X 1/2" BESS	(4) 1/2" THICK 1/4" X 1/2" BESS
(5) 1/2" THICK 1/4" X 1/2" BESS	(6) 1/2" THICK 1/4" X 1/2" BESS
(7) 1/2" THICK 1/4" X 1/2" BESS	(8) 1/2" THICK 1/4" X 1/2" BESS
(9) 1/2" THICK 1/4" X 1/2" BESS	(10) 1/2" THICK 1/4" X 1/2" BESS
(11) 1/2" THICK 1/4" X 1/2" BESS	(12) 1/2" THICK 1/4" X 1/2" BESS
(13) 1/2" THICK 1/4" X 1/2" BESS	(14) 1/2" THICK 1/4" X 1/2" BESS
(15) 1/2" THICK 1/4" X 1/2" BESS	(16) 1/2" THICK 1/4" X 1/2" BESS
(17) 1/2" THICK 1/4" X 1/2" BESS	(18) 1/2" THICK 1/4" X 1/2" BESS
(19) 1/2" THICK 1/4" X 1/2" BESS	(20) 1/2" THICK 1/4" X 1/2" BESS
(21) 1/2" THICK 1/4" X 1/2" BESS	(22) 1/2" THICK 1/4" X 1/2" BESS
(23) 1/2" THICK 1/4" X 1/2" BESS	(24) 1/2" THICK 1/4" X 1/2" BESS
(25) 1/2" THICK 1/4" X 1/2" BESS	(26) 1/2" THICK 1/4" X 1/2" BESS
(27) 1/2" THICK 1/4" X 1/2" BESS	(28) 1/2" THICK 1/4" X 1/2" BESS
(29) 1/2" THICK 1/4" X 1/2" BESS	(30) 1/2" THICK 1/4" X 1/2" BESS
(31) 1/2" THICK 1/4" X 1/2" BESS	(32) 1/2" THICK 1/4" X 1/2" BESS
(33) 1/2" THICK 1/4" X 1/2" BESS	(34) 1/2" THICK 1/4" X 1/2" BESS
(35) 1/2" THICK 1/4" X 1/2" BESS	(36) 1/2" THICK 1/4" X 1/2" BESS
(37) 1/2" THICK 1/4" X 1/2" BESS	(38) 1/2" THICK 1/4" X 1/2" BESS
(39) 1/2" THICK 1/4" X 1/2" BESS	(40) 1/2" THICK 1/4" X 1/2" BESS
(41) 1/2" THICK 1/4" X 1/2" BESS	(42) 1/2" THICK 1/4" X 1/2" BESS
(43) 1/2" THICK 1/4" X 1/2" BESS	(44) 1/2" THICK 1/4" X 1/2" BESS
(45) 1/2" THICK 1/4" X 1/2" BESS	(46) 1/2" THICK 1/4" X 1/2" BESS
(47) 1/2" THICK 1/4" X 1/2" BESS	(48) 1/2" THICK 1/4" X 1/2" BESS
(49) 1/2" THICK 1/4" X 1/2" BESS	(50) 1/2" THICK 1/4" X 1/2" BESS
(51) 1/2" THICK 1/4" X 1/2" BESS	(52) 1/2" THICK 1/4" X 1/2" BESS
(53) 1/2" THICK 1/4" X 1/2" BESS	(54) 1/2" THICK 1/4" X 1/2" BESS
(55) 1/2" THICK 1/4" X 1/2" BESS	(56) 1/2" THICK 1/4" X 1/2" BESS
(57) 1/2" THICK 1/4" X 1/2" BESS	(58) 1/2" THICK 1/4" X 1/2" BESS
(59) 1/2" THICK 1/4" X 1/2" BESS	(60) 1/2" THICK 1/4" X 1/2" BESS
(61) 1/2" THICK 1/4" X 1/2" BESS	(62) 1/2" THICK 1/4" X 1/2" BESS
(63) 1/2" THICK 1/4" X 1/2" BESS	(64) 1/2" THICK 1/4" X 1/2" BESS
(65) 1/2" THICK 1/4" X 1/2" BESS	(66) 1/2" THICK 1/4" X 1/2" BESS
(67) 1/2" THICK 1/4" X 1/2" BESS	(68) 1/2" THICK 1/4" X 1/2" BESS
(69) 1/2" THICK 1/4" X 1/2" BESS	(70) 1/2" THICK 1/4" X 1/2" BESS
(71) 1/2" THICK 1/4" X 1/2" BESS	(72) 1/2" THICK 1/4" X 1/2" BESS
(73) 1/2" THICK 1/4" X 1/2" BESS	(74) 1/2" THICK 1/4" X 1/2" BESS
(75) 1/2" THICK 1/4" X 1/2" BESS	(76) 1/2" THICK 1/4" X 1/2" BESS
(77) 1/2" THICK 1/4" X 1/2" BESS	(78) 1/2" THICK 1/4" X 1/2" BESS
(79) 1/2" THICK 1/4" X 1/2" BESS	(80) 1/2" THICK 1/4" X 1/2" BESS
(81) 1/2" THICK 1/4" X 1/2" BESS	(82) 1/2" THICK 1/4" X 1/2" BESS
(83) 1/2" THICK 1/4" X 1/2" BESS	(84) 1/2" THICK 1/4" X 1/2" BESS
(85) 1/2" THICK 1/4" X 1/2" BESS	(86) 1/2" THICK 1/4" X 1/2" BESS
(87) 1/2" THICK 1/4" X 1/2" BESS	(88) 1/2" THICK 1/4" X 1/2" BESS
(89) 1/2" THICK 1/4" X 1/2" BESS	(90) 1/2" THICK 1/4" X 1/2" BESS
(91) 1/2" THICK 1/4" X 1/2" BESS	(92) 1/2" THICK 1/4" X 1/2" BESS
(93) 1/2" THICK 1/4" X 1/2" BESS	(94) 1/2" THICK 1/4" X 1/2" BESS
(95) 1/2" THICK 1/4" X 1/2" BESS	(96) 1/2" THICK 1/4" X 1/2" BESS
(97) 1/2" THICK 1/4" X 1/2" BESS	(98) 1/2" THICK 1/4" X 1/2" BESS
(99) 1/2" THICK 1/4" X 1/2" BESS	(100) 1/2" THICK 1/4" X 1/2" BESS

GENERAL NOTES

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SPECIFICATIONS:

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND EQUIPMENT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND SUBCONTRACTORS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.

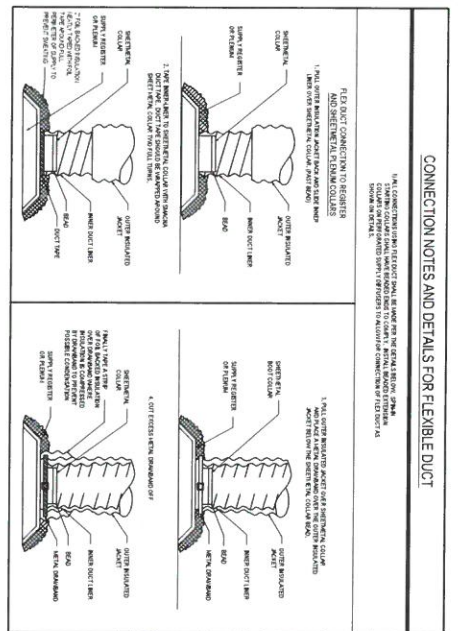
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND RECORDING.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND PROTECTION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND HISTORICAL CONSIDERATIONS.



CONNECTION NOTES AND DETAILS FOR FLEXIBLE DUCT

1. ALL CONNECTIONS TO RIGID DUCT SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND EQUIPMENT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND SUBCONTRACTORS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.

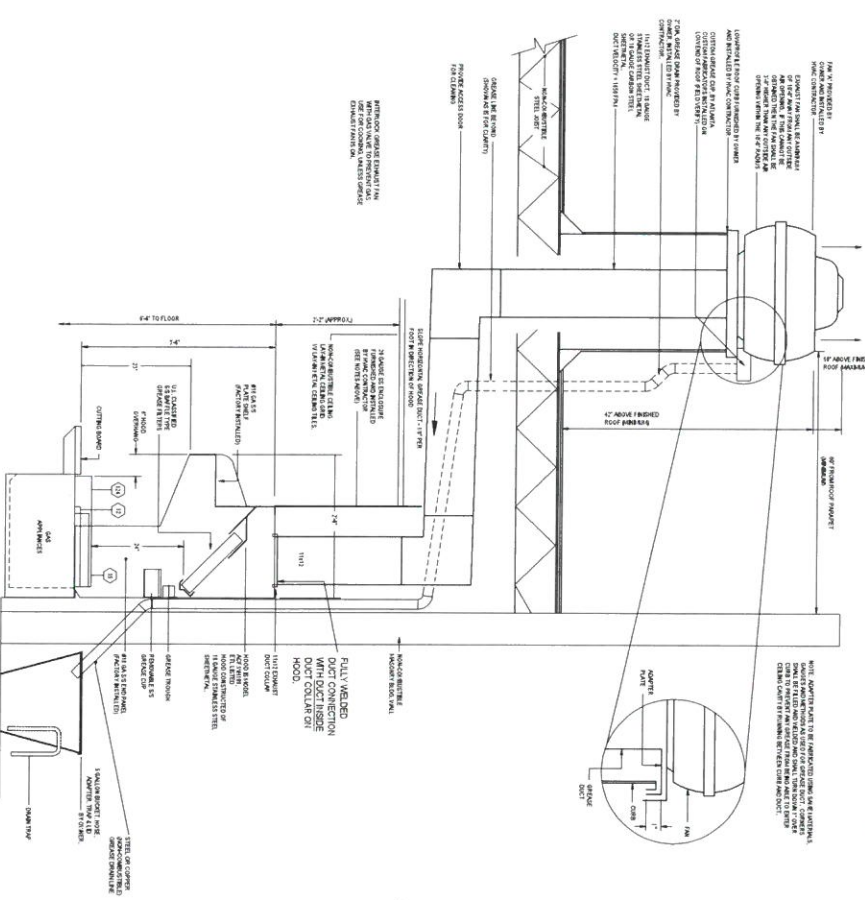
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS.

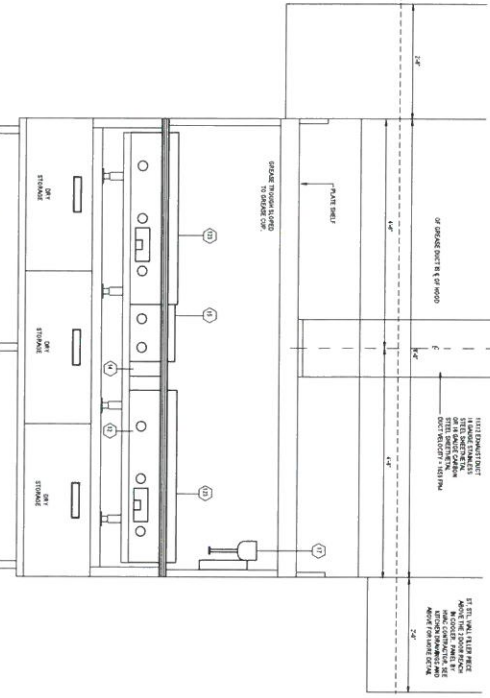
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND RECORDING.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND PROTECTION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND HISTORICAL CONSIDERATIONS.



EXHAUST HOOD DETAIL/SECTION ROOF EXHAUST
SCALE 1/4"=1'-0"



EXHAUST HOOD DETAIL/ELEVATION
SCALE 1/4"=1'-0"

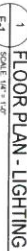
MECHANICAL JOB NO. 20427 DATE 10/17/19 SHEET M-2 OF 28 SHEETS	GREASE HOOD/EXHAUST NOTES & DETAILS 36 SEAT / 20 STATION / LH. QUIK-BRICK HIGH REVERSE SLOPE FASCIA LOCATION: STATESVILLE BOULEVARD SALISBURY, NORTH CAROLINA	"A UNIQUE AMERICAN PHENOMENON" WAFFLE HOUSE "AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK" 5986 Financial Drive, Norcross, GA 30071 (770) 779-5100	# DATE REVISIONS BY	1 Point One Design, Ltd. Consulting Engineers 1000 Peachtree Street, N.E. Atlanta, GA 30309 (404) 525-1100 www.pointonedesign.com	NORTH CAROLINA SEAL 2019 10/17/19
	CHECKED BY: KAH DRAWN BY: MHL	These drawings and the design represented herein are the exclusive property of Waffle House Inc. No part of these drawings shall be reproduced or used in any form or by any means without the written consent of Waffle House Inc. It is prohibited. Any unauthorized use will be subject to legal action.			



ALL CIVILIANS TO BE PROVIDED AND INSTALLED AS FOLLOWS:

LIGHTING FIXTURE SCHEDULE

1. ALL DIFFUSERS FOR ALL LAYAN TYPE FLUORESCENT LIGHTING FIXTURES SHALL BE INSTALLED WITH THE SMOOTH SIDE DOWN.
2. ALL LIGHTING FIXTURES, EXCEPT FIXTURE TYPE "J" IN MECHANICAL ROOM, SHALL BE FURNISHED WITH ACRYLIC LAMP GUARDS.

[illegible]



1 Point One Design, Ltd.
Consulting Engineers

5661 York Road, Suite 100
Richmond, BC V6V 1K1
Canada
Tel: (604) 273-1001 Fax: (604) 273-1021

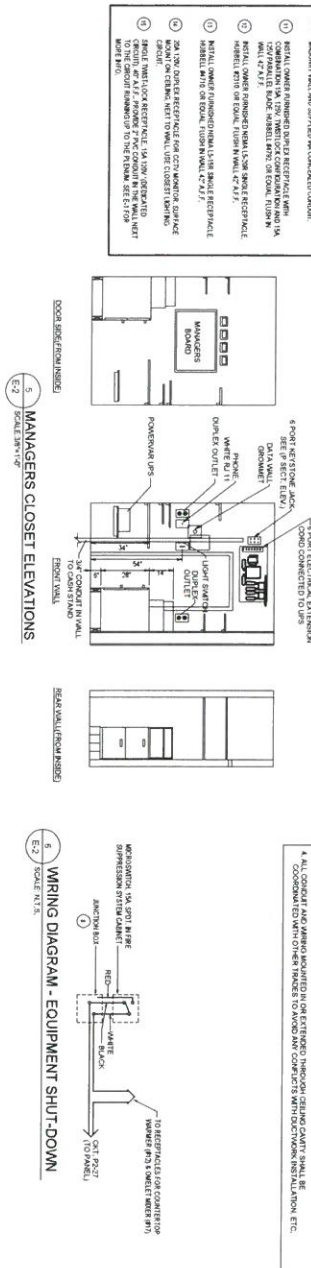
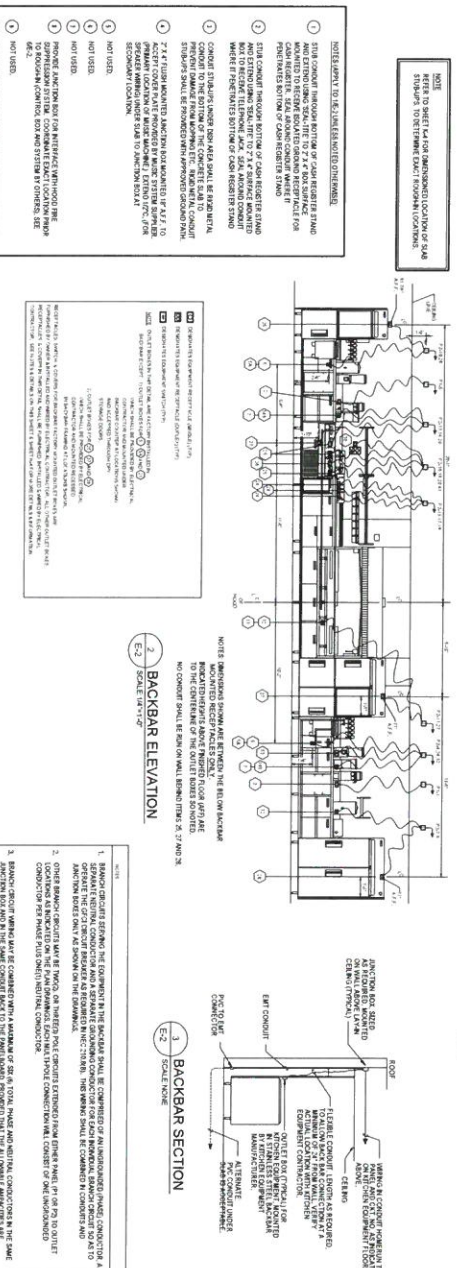
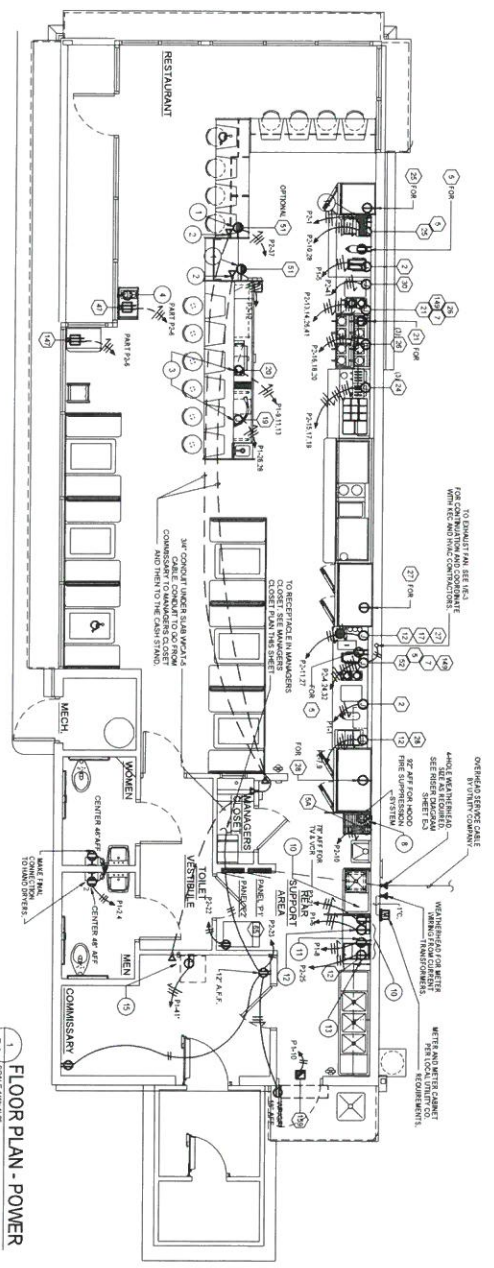
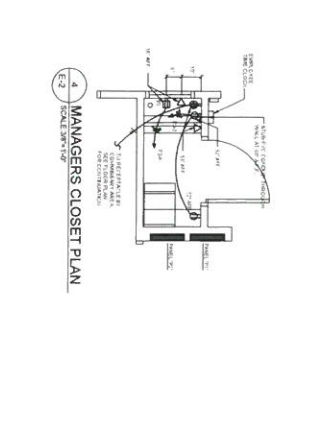
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KITCHEN EQUIPMENT SCHEDULE

NO.	ITEM	QTY	SIZE	UNIT	COND.	REMARKS
1	COFFEE MAKER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
2	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
3	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
4	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
5	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
6	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
7	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
8	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
9	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
10	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
11	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
12	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
13	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
14	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
15	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
16	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
17	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
18	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
19	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
20	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
21	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
22	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
23	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
24	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
25	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
26	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
27	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
28	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
29	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
30	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
31	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
32	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
33	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
34	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
35	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
36	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
37	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
38	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
39	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
40	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
41	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
42	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
43	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
44	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
45	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
46	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
47	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
48	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
49	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE
50	TOASTER	1	12.5	120V	COND. 6	CONNECTION TO EXISTING 120V/208V/3P/4W/60HZ SERVICE

MANAGERS CLOSET PLAN



1 Point One Design, Ltd.
Consulting Engineers

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DATE: 10/7/19

REVISIONS:

BY: C1927

JOB NO: 2047

SHEET: E-2

DATE: 10/7/19

OF: 28

SHEETS: 10/7/19

ELECTRICAL

CHECKED BY: JAK

DRAWN BY: MNL

POWER & SYSTEMS PLAN, ELEVATIONS, SCHEDULES & DETAILS

38 SEAT / 20 STATION / L.H. QUICK-BRIK HIGH REVERSE SLOPE FASCIA

LOCATION: STATESVILLE BOULEVARD, SALISBURY, NORTH CAROLINA

"A UNIQUE AMERICAN PHENOMENON"

Waffle House

"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"

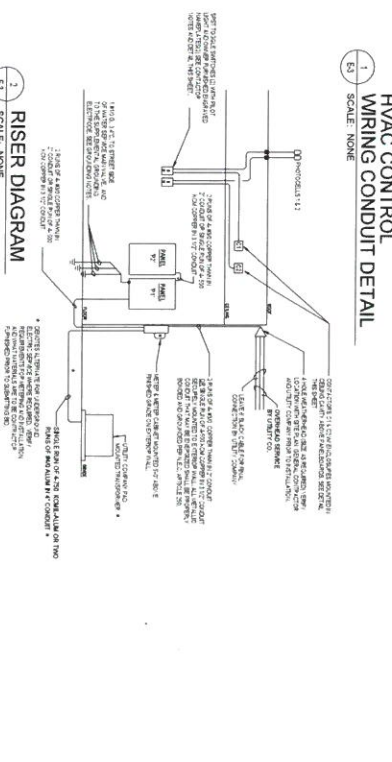
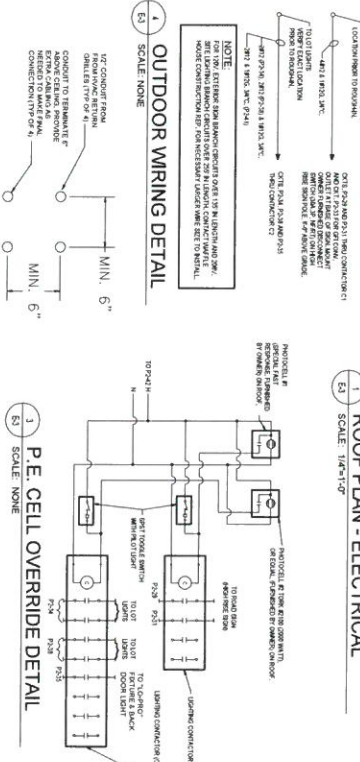
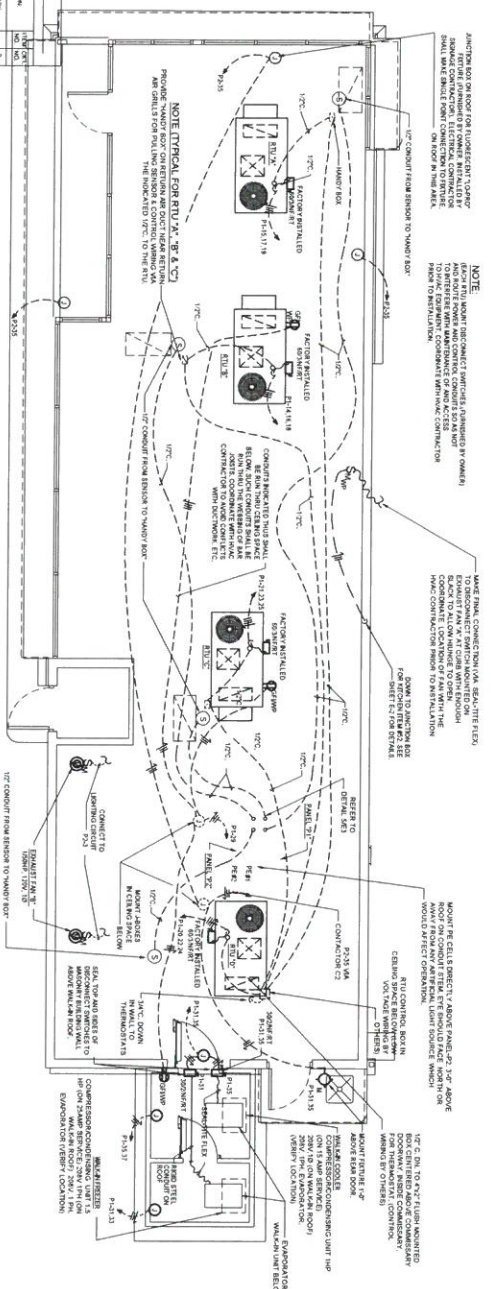
5886 Pharr Road, North Carolina 28162
(704) 728-0700

LOAD ANALYSIS				
PER NEC ART. 220				
LOAD DESCRIPTION	PANEL 1	PANEL 2	TOTAL	REMARKS
LOADING - 100%	4.1	2.4	6.5	100%
LOADING - 75%	4.1	3.1	7.2	100%
LOADING - 50%	2.4	3.1	5.5	100%
LOADING - 25%	1.2	1.6	2.8	100%
LOADING - 10%	0.4	0.6	1.0	100%
LOADING - 5%	0.2	0.3	0.5	100%
LOADING - 2.5%	0.1	0.1	0.2	100%
LOADING - 1.25%	0.05	0.05	0.1	100%
TOTAL	12.5	11.6	24.1	
REMARKS	CALCULATED SERVICE DEMAND (Amps)			
CONDUCTOR	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220

PANEL 1 - 120V/208V/100A				
LOAD DESCRIPTION	PANEL 1	PANEL 2	TOTAL	REMARKS
LOADING - 100%	4.1	2.4	6.5	100%
LOADING - 75%	4.1	3.1	7.2	100%
LOADING - 50%	2.4	3.1	5.5	100%
LOADING - 25%	1.2	1.6	2.8	100%
LOADING - 10%	0.4	0.6	1.0	100%
LOADING - 5%	0.2	0.3	0.5	100%
LOADING - 2.5%	0.1	0.1	0.2	100%
LOADING - 1.25%	0.05	0.05	0.1	100%
TOTAL	12.5	11.6	24.1	
REMARKS	CALCULATED SERVICE DEMAND (Amps)			
CONDUCTOR	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220

PANEL 2 - 120V/208V/100A				
LOAD DESCRIPTION	PANEL 1	PANEL 2	TOTAL	REMARKS
LOADING - 100%	4.1	2.4	6.5	100%
LOADING - 75%	4.1	3.1	7.2	100%
LOADING - 50%	2.4	3.1	5.5	100%
LOADING - 25%	1.2	1.6	2.8	100%
LOADING - 10%	0.4	0.6	1.0	100%
LOADING - 5%	0.2	0.3	0.5	100%
LOADING - 2.5%	0.1	0.1	0.2	100%
LOADING - 1.25%	0.05	0.05	0.1	100%
TOTAL	12.5	11.6	24.1	
REMARKS	CALCULATED SERVICE DEMAND (Amps)			
CONDUCTOR	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220

PANEL 3 - 120V/208V/100A				
LOAD DESCRIPTION	PANEL 1	PANEL 2	TOTAL	REMARKS
LOADING - 100%	4.1	2.4	6.5	100%
LOADING - 75%	4.1	3.1	7.2	100%
LOADING - 50%	2.4	3.1	5.5	100%
LOADING - 25%	1.2	1.6	2.8	100%
LOADING - 10%	0.4	0.6	1.0	100%
LOADING - 5%	0.2	0.3	0.5	100%
LOADING - 2.5%	0.1	0.1	0.2	100%
LOADING - 1.25%	0.05	0.05	0.1	100%
TOTAL	12.5	11.6	24.1	
REMARKS	CALCULATED SERVICE DEMAND (Amps)			
CONDUCTOR	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220	100% PER NEC ART. 220



1. POINT ONE DESIGN, LTD.
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Email: info@pointonedesign.com

2. JOB NO. 20047
DATE: 10/7/19
SHEETS: 3

3. CHECKED BY: JAK
DRAWN BY: MML

4. ROOF PLAN, PANEL SCHEDULES, RISER DIAGRAMS, NOTES & DETAILS
38 SEAT / 20 STATION / L.H. QUICK-BRIK
HIGH REVERSE SLOPE FASCIA

5. LOCATION:
STATESVILLE BOULEVARD
SALISBURY, NORTH CAROLINA

6. ELECTRICAL

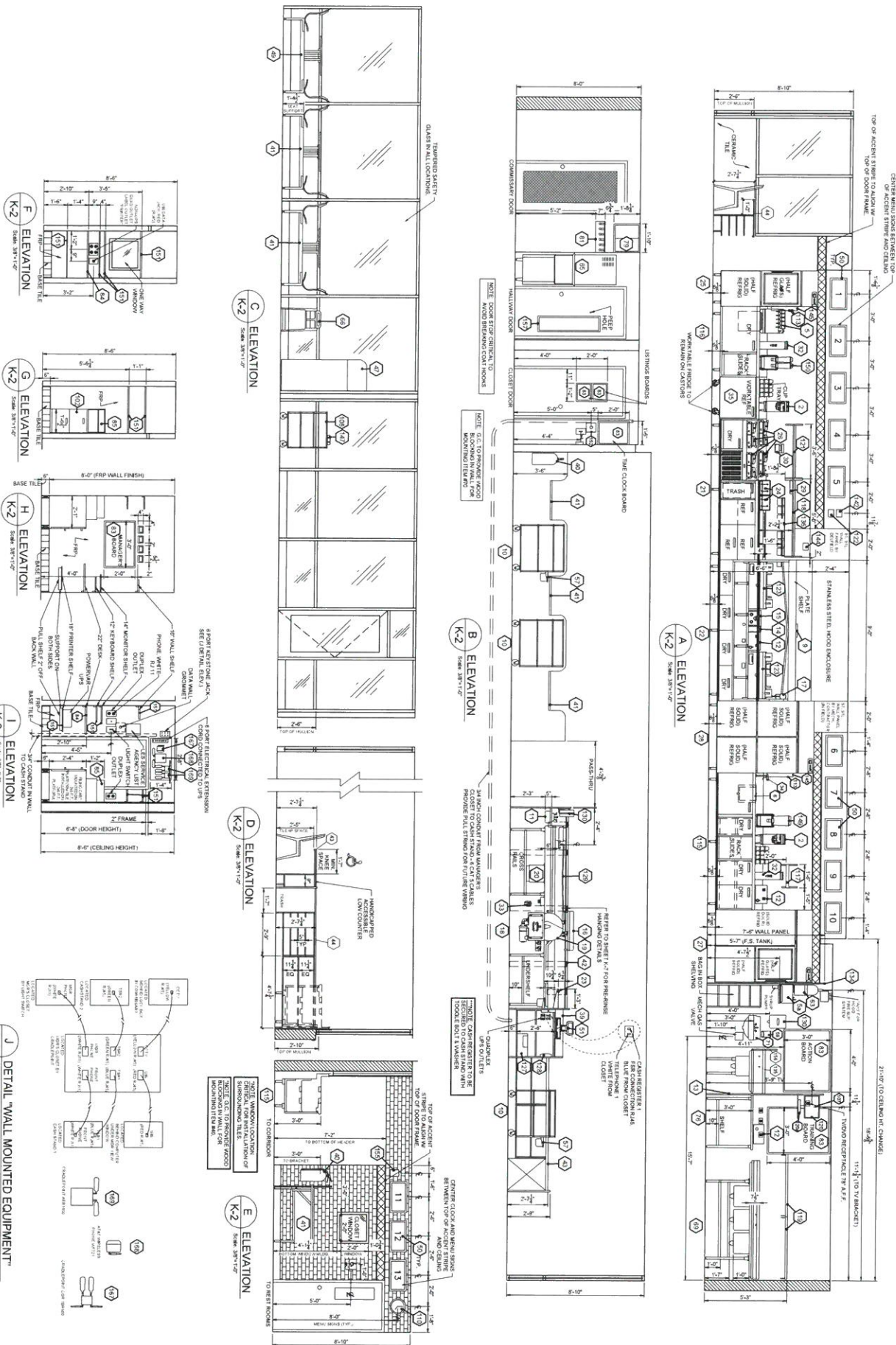
7. "A UNIQUE AMERICAN PHENOMENON"
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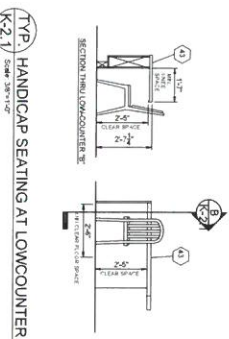
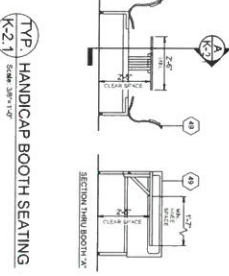
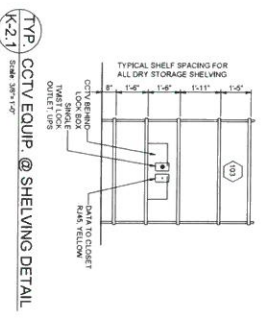
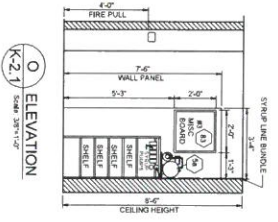
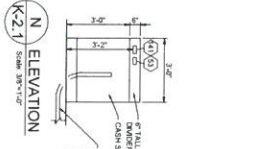
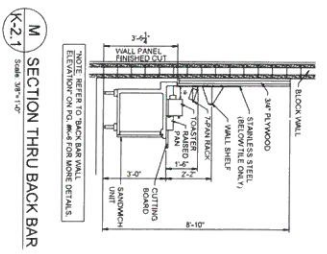
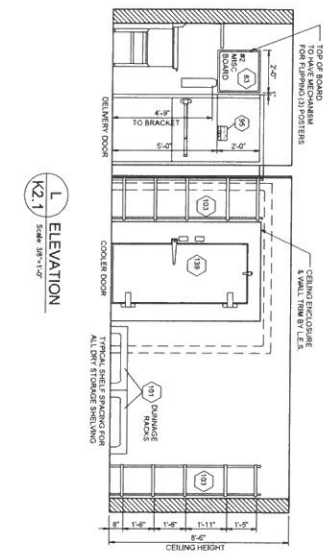
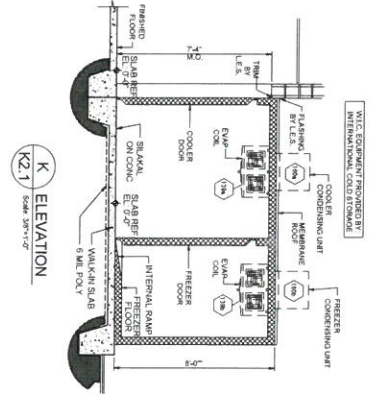
8. REVISIONS

9. BY

10. DATE

11. THESE DRAWINGS AND THE DESIGN REPRESENTED HEREIN ARE THE EXCLUSIVE PROPERTY OF Waffle House, Inc. and shall not be used for any other project without the express written consent of Waffle House, Inc. Any unauthorized use will be subject to legal action.





FOOD SERVICE EQUIPMENT SCHEDULE

FOOD SERVICE EQUIPMENT SCHEDULE

[illegible]

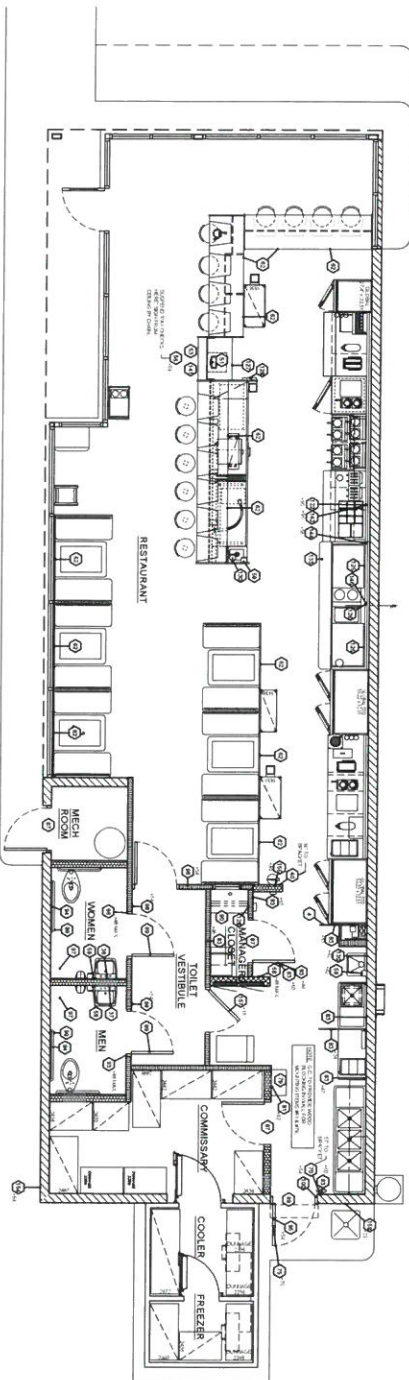
NOTES

- UPHOLSTERY**
1. BOOTH BACK CHAIRS SHALL BE PLASTIC STEREO WARDEN SEATING, 30 IN. HIG. AND
- PLASTIC LAMINATE**
1. CABINET WORK, EXCEPT AS NOTED BELOW, SHALL BE LAMINATED WITH WALSPONAT 7620.
2. COASTER TABLE AND BAR TOPS SHALL BE WALSPONAT 7620.
3. ALL FLOOR COVERING EQUIPMENT SHALL BE N-17 APPROVED BY THE ARCHITECT.
4. ALL EQUIPMENT, CABINET WORK, AND VERTICAL PANELS INCLUDING SHELVING MUST HAVE A MIN. 3" CLEARANCE ABOVE AND BELOW TO ALLOW FOR AIR FLOW.
5. ALL CHAIRS OR SEATINGS ON ROLLERS OR CASTERS MUST BE SEATED TO ELECTROSTATIC WITH AN ANTI-STATIC EQUIPMENT SHALL BE PROVIDED AND INSTALLED TO PREVENT CHARGES ON SPACES THAT ARE UNCLEANABLE OR UNREMOVABLE.

3. BOOTH BACK CUSHIONS:

PLASTIC LAMINATE

1. CABINET WORK EXCEPT AS NOTED
BELOW SHALL BE LAMINATED WITH WILSONART
BEIGE NEBULA. #4524-60-107



1	38/20 MISCELLANEOUS EQUIPMENT PLAN
K-3	Scale: 1/4"=1'-0"

NOTE
HEIGHTS SHOWN, I.E., +84'
ARE FROM FINISHED FLOOR TO
BOTTOM OF SIGN EQUIP. DEVICE, ETC.

KITCHEN EQUIPMENT	
JOB NO.	SHEET

DRAWN BY:
DT/KC

FOOD SERVICE EQUIP SCHEDULE
MISCELLANEOUS FLOOR PLAN

38 SEAT/ 20 STATION/ LH QUIK-BRIK,
HIGH REVERSE SLOPE FASCIA

LOCATION:
STATESVILLE BOULEVARD
SALISBURY, NORTH CAROLINA

"A RIDGE AMERICAN PHENOMENON"
W A F F L E
H O U S E .
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO SPEND"
5986 Financial Drive, Norcross, GA 30071
770.479.6200

[illegible]

MARK D. PAVEY, AIA - ARCHITECT
P.O. BOX 1365
GULF SHORES, AL 36547
(334)666-3624 (205)350-0593 (FAX)

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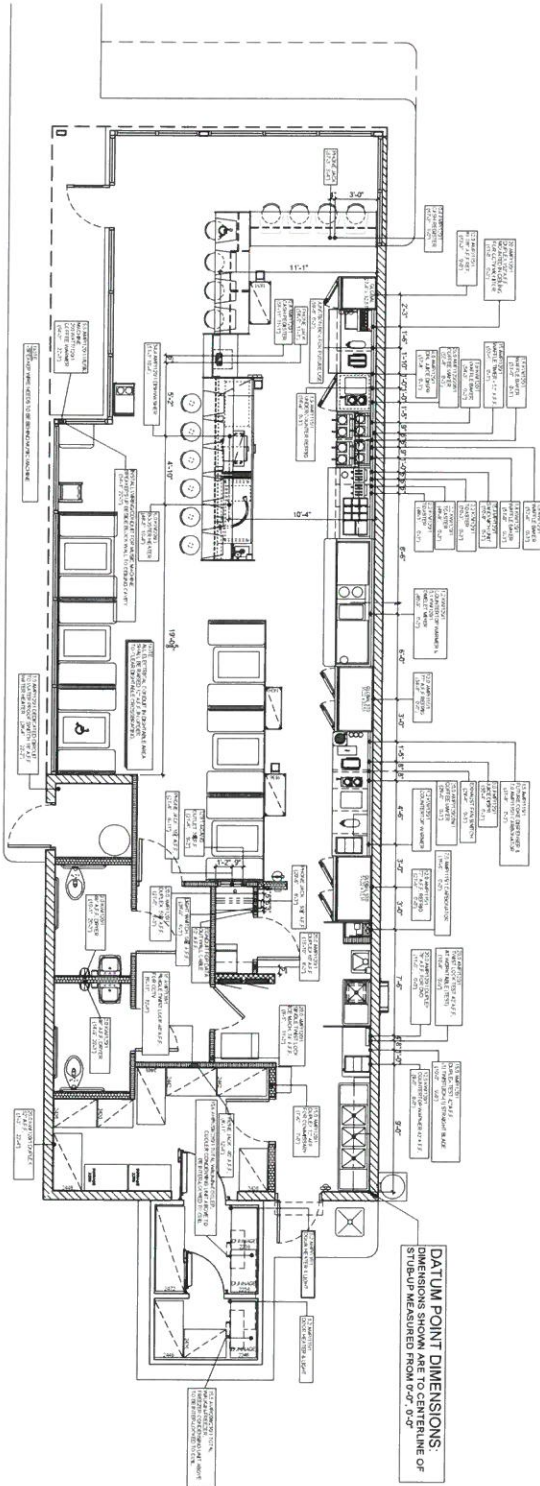
NTG

ELECTRIC OUTLET SCHEDULE				
TYPE	LOAD	EQUIPMENT	DESCRIPTION	QTY
A	15AMP/120V	COFFEE MAKER	RECEIPTAL E2 4790	1
B	20AMP/120V	WAFLE BAKERS	RECEIPTAL E6 2310	2
D	SWITCH	EXHAUST FAN	SWITCH 1 9701	1
E	120/208V	COFFEE MAKERS	RECEIPTAL E2 2411	2

THIS DRAWING IS INTENDED TO SHOW THE LOCATION OF ELECTRICAL STUB-OUTS ONLY. SEE EACH EQUIPMENT LOADS.

1 ELECTRICAL CONNECTION PLAN

NOTE: REFER TO ELECTRICAL DRAWINGS FOR MORE DETAILS



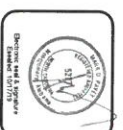
JOB NO.	20427
DATE	10/17/2019
SHEET	K-4
OF	26
SHEETS	

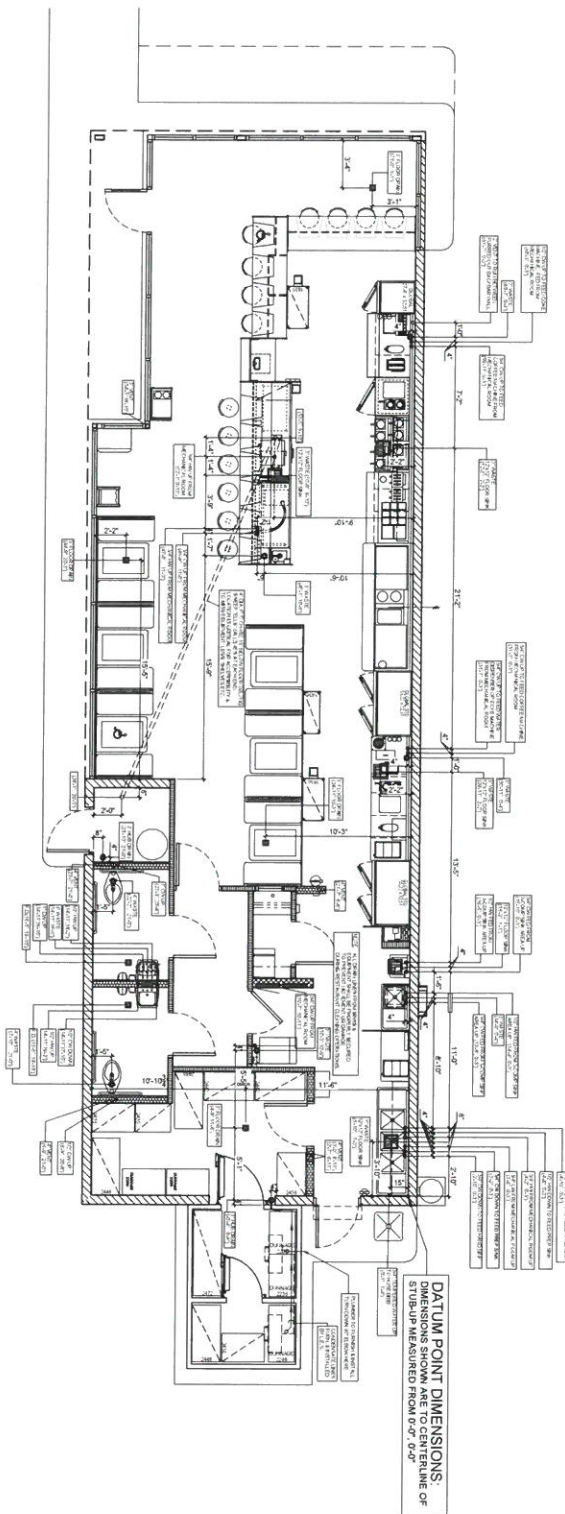
ELECTRICAL CONNECTION PLAN
38 SEAT / 20 STATION / 14 OJUM-BRK.
HIGH REVERSE SLOPE FASCIA
LOCATION:
STATESVILLE BOULEVARD
SALISBURY, NORTH CAROLINA

11 NORTH AMERICAN PROFESSIONAL
WAFLE HOUSE
MARK'S PLACE TO EAT, AMERICA'S PLACE TO WORK
5985 Financial Drive, Norcross, GA 30071
(770) 729-6700

#	DATE	REVISIONS	BY

MARK D. PAVEY, AIA - ARCHITECT
700 BOX 1360
GALE SHORES, AL 36547
(334) 546-9124 (205) 350-0593 (FAX)
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1
K-5 SLAB PLUMBING ROUGH-IN PLAN
Scale: 1/4" = 1'-0"

THIS DRAWING IS INTENDED TO SHOW THE LOCATION OF PLUMBING STUB-OUTS ONLY. SEE PLUMBING DRAWINGS FOR EXACT STUB-OUT SIZE.

PLUMBING NOTES

1. COFFEE MACHINE WATER LINES SHALL EXTEND 3' BEYOND PETROLEUM HOLE W/ SHUT-OFF BY PLUMBER.
 2. COKE MACHINE 1/2" WATER LINE REDUCED AND FITTED W/ SUPPLIER PLUMBING F.B. PLUMBER FOR CONNECTION BY
 3. EXTEND 1" GAS LINE THRU CHEFS STAND AND INSTALL GAS LINE MANIFOLD
 4. ALL PLUMBING CONNECTIONS AT DISHWARE SHALL BE OF HARD COPPER. SINK WASTES SHALL BE PVC.
 5. SLOPE FLOOR 1/4" PER FOOT IN LAST 2'-0" TO ALL FLOOR DRAINS.
- THIS SHEET TO BE USED IN CONJUNCTION W/ "P" SHEETS

GAS MANIFOLD & PIPING DETAIL

NOT TO SCALE

NOTE:
INSTALL WITH SHUT-OFF VALVE
HANDLES AND REGULATORS DOWN,
AWAY FROM BOTTOM OF GRILLS

THIS DETAIL IS DIAGRAMMATIC AND IS FOR INFORMATIONAL PURPOSES ONLY. VERIFY EXACT REQUIREMENTS WITH MANUFACTURER, LOCAL CODE OFFICIALS AND SITE CONDITIONS.

DATUM POINT DIMENSIONS:
DIMENSIONS SHOWN ARE TO CENTERLINE OF
STUB-UP MEASURED FROM 0'-0", 0'-0"

[illegible]

MARK D. PAVEY, AIA - ARCHITECT
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(334)546-3524 (206)360-0593 (FAX)

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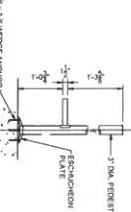
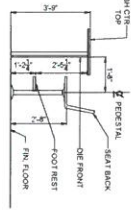
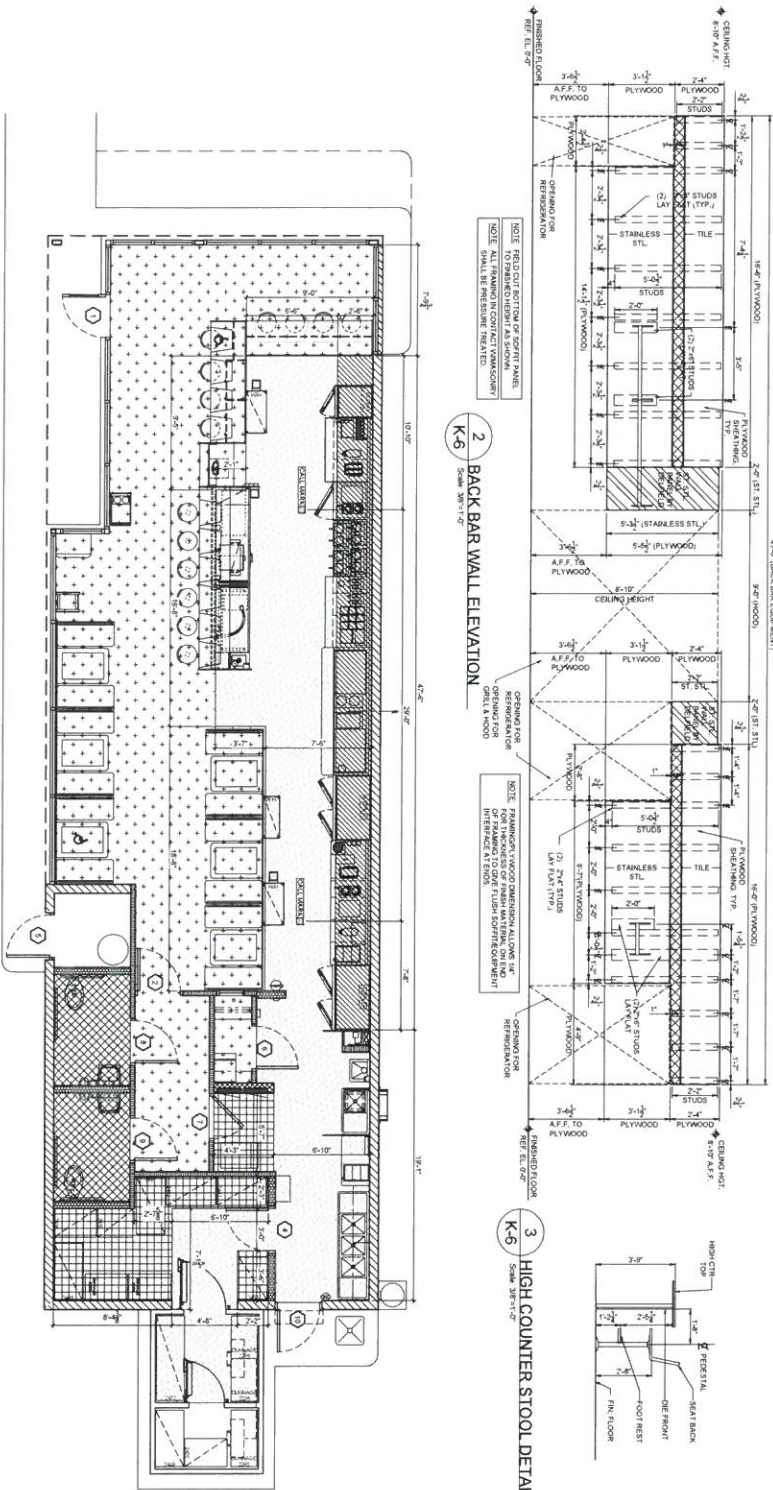
5986 Financial Drive, Norcross, GA 30071
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DRAWN BY: DT/MC	CHECKED BY: MDE/EJ	MECHANICAL CONNECTION PLAN
		38 SEAT/ 20 STATION/ LH QUIK-BRIK, HIGH REVERSE SLOPE FASCIA LOCATION STATESVILLE BOULEVARD SALISBURY, NORTH CAROLINA

KITCHEN EQUIPMENT	
JOB NO: 20427	SHEET K- 5
DATE: 10/17/2019	OF 26 SHEETS

[illegible]

LH DOOR SCHEDULE														PART NO
DOORS					FRAME		HARDWARE							
MARK	LOCATION	WIDTH	HT	TK	DESCRIPTION	FINISH	SIGNS	DESCRIPTION	FINISH	HINGES	LOCK/SET	MISCELLANEOUS	REMARKS	
1	RECEIVING DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	1	
2	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	2	
3	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	3	
4	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	4	
5	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	5	
6	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	6	
7	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	7	
8	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	8	
9	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	9	
10	DOOR WITH 12' X 7' GLASS DOOR	12'	7'	1"	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	NO	DOOR WITH 12' X 7' GLASS DOOR	N.O.M.B.	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	DOOR WITH 12' X 7' GLASS DOOR	10	



 SILIKAL ROUGH: 534 SQ. FT.
 SILIKAL SMOOTH: 119 SQ. FT.
 QUARRY STRATA 54, 734 SQ. FT.
 AVONDALE WEST TOWER: 84 SQ. FT.
 QUARRY ASHEN GRAY: 107 SQ. FT.

DRAWN BY: DJMC	CHECKED BY: MDF/EJ	DOOR & FINISH SCHEDULES AISLE OF TILE
		38 SEAT/ 20 STATION/ LH QUIK-BRIK, HIGH REVERSE SLOPE FASCIA
		LOCATION STATESVILLE BOULEVARD SALISBURY, NORTH CAROLINA

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MARK D. PAVEY, AIA - ARCHITECT
P.O. BOX 1365
GULF SHORES, AL 36547
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Electronic and Signature
Enabled 10/17/15

12:41

631- 984

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

DECLARATION OF RIGHTS,
RESTRICTIONS AND EASEMENTS,
WITH SUBORDINATIONS ATTACHED

THIS DECLARATION OF RIGHTS, RESTRICTIONS AND EASEMENTS is made as of this 4th day of May, 1987 by SALISBURY MALL, LTD. ("Declarant"), a North Carolina limited partnership whose sole general partner is BARNETT REAL PROPERTIES, INC., a Georgia corporation with its principal offices in Henderson, North Carolina;

21

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of the real property ("Entire Premises") located in the City of Salisbury, Rowan County, North Carolina, and more particularly described in Exhibit A attached hereto; and

WHEREAS, Declarant owns and has developed the portion of the Entire Premises more particularly described in Exhibit A attached hereto as "Shopping Center Tract Phase I" ("Phase I Parcel") by erecting thereon a store building and other improvements ("Phase I Improvements"), all as shown on the site plan attached hereto as Exhibit B ("Site Plan"); and

WHEREAS, Declarant owns and intends to develop the portion of the Entire Premises more particularly described in Exhibit A attached hereto as "Shopping Center Parcel Phase II" ("Phase II Parcel") by erecting thereon a store building and other improvements ("Phase II Improvements") constituting an expansion of the Phase I Improvements, which Phase II Improvements will be located within the areas shown as "Future Building Area" and "Future Parking" on the Site Plan (the Phase I Parcel and the Phase II Parcel are collectively referred to in this Declaration as the "Shopping Center Parcel," and the Phase I Improvements and the Phase II Improvements are collectively referred to in this Declaration as the "Shopping Center Improvements"); and

Kelmer

6088

WHEREAS, by Lease dated January 27, 1986, a memorandum of which is recorded in Deed Book 631 at Page 398 in the Rowan County Public Registry ("Wendy's Lease"), Declarant leased Out Parcel 4, as described in Exhibit A attached hereto, to Wenar, Corporation, and Wenar, Corporation has constructed certain restaurant improvements thereon, all as shown on the Site Plan; and

WHEREAS, Declarant owns and intends ultimately to develop (or convey by ground lease or deed, and cause to be developed) Out Parcels 1, 2, 3 and 5, as described in Exhibit A attached hereto (referred to in this Declaration, together with Out Parcel 4, as the "Out Parcels"), for uses normally found in a regional shopping center, so that the Entire Premises will constitute an integrated complex; and

WHEREAS, Declarant desires to subject the Entire Premises to certain reciprocal rights, restrictions and easements, as set forth in this Declaration of Rights, Restrictions and Easements ("Declaration"), so as to facilitate the integrated operation of the improvements located from time to time on the Shopping Center Parcel and the Out Parcels;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants existing or hereafter to exist between Declarant and the grantees or ground lessees of any portion of the Entire Premises (referred to in this Declaration as a "Parcel"), Declarant does hereby impose and place the following restrictions and easements upon the Entire Premises, reserving unto itself and such future grantees and ground lessees certain rights and privileges, all as set forth hereinafter:

1. *Ring Road Easement.* Declarant reserves for itself, and hereby grants to each owner of fee simple title to any Parcel ("Owner"), for the benefit of Declarant and each Owner, their tenants, sub-tenants, concessionaires and licensees, and their

respective officers, employees, agents, customers and invitees, the non-exclusive easement ("Ring Road Easement"), for the sole purpose of vehicular and pedestrian ingress, egress and regress between each Parcel and U.S. Highway 70 (also known as Statesville Boulevard) and Salisbury Boulevard West (formerly known as 601 Bypass/Woodleaf Road), over the real property ("Ring Road Easement Tract") more particularly described on Exhibit C attached hereto. It is expressly understood and agreed that Declarant, and any subsequent Owners of the Phase I Parcel or the Phase II Parcel, shall have the right to close or block traffic on the Ring Road Easement Tract for the time necessary to prevent the creation of easement rights for the benefit of the general public, or as may be reasonably required for the purpose of repair, construction or reconstruction of the paved roadway located on the Ring Road Easement Tract.

2. *Maintenance of Ring Road.* Declarant has constructed a paved roadway ("Ring Road") on the Ring Road Easement Tract. The Owners of the Phase I Parcel and the Phase II Parcel shall maintain the portion of the Ring Road located on their Parcel in good condition and repair, properly paved, striped and free from pot-holes. If the Owner of either the Phase I Parcel or the Phase II Parcel fails to comply with the maintenance obligations set forth in this paragraph 2, any other Owner shall have the right to go onto the Phase I Parcel or the Phase II Parcel, as the case may be, and perform any necessary maintenance and/or repairs on behalf of the defaulting Owner. The defaulting Owner shall be liable for the reasonable costs of such maintenance and/or repair. Any Owner exercising the maintenance and/or repair rights set forth in this paragraph 2 shall exercise those rights in a manner so as to minimize the disruption of the rights in and the use of the Ring Road Easement by other Owners.

3. *Easement Over Common Areas.* Declarant reserves for itself, and hereby grants to each Owner of any Parcel, for the benefit of Declarant and each Owner, their tenants, subtenants, concessionaires and licensees, and their respective officers, employees, agents, customers and invitees, the non-exclusive right, privilege, easement and license to use all vehicular roadways, entrances and exits, sidewalks and other facilities designed for common use ("Common Facilities"), for the purpose for which such facilities are designed, without the payment of any fee or other charge; subject, however, to the right of each Owner to relocate any Common Facility located on the Parcel owned by it from time to time. No barriers, fences or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Entire Premises devoted from time to time to pedestrian access or vehicular roadways, or so as to interfere in any way with the complete use and enjoyment of the easements set forth in this paragraph 3. The restriction contained in the preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, each Owner may close or block traffic on its Parcel for the time necessary to prevent the erection of easement rights for the benefit of the general public, and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction.

4. *Parking Standard.* A ratio of parking spaces of not less than five and one-half (5.5) full sized automobile parking spaces per one thousand (1,000) square feet of gross building area ("Minimum Parking Ratio") shall be maintained on each Parcel. For purposes of this paragraph ⁴2, "gross building area" shall mean the total floor area within all building improvements designed for tenant or owner occupancy, including basements,

42B

mezzanines and upper floors, if any, that are used as sales areas, expressed in square feet, and measured from the center line of joint partitions and the exterior of outside walls.

5. *Utility Easements.* Declarant reserves for itself, and hereby grants to each Owner and ground lessee of any Parcel, a non-exclusive easement appurtenant to its Parcel over and across the remainder of the Entire Premises, including the Ring Road Easement Tract, for the purpose of installation, maintenance, repair and use of underground utilities (including storm sewers) serving such Parcel; provided, however, that such utilities shall not be located under the building portion of the Phase I Improvements, the "Future Building Area" located within the Phase II Parcel (as shown on the Site Plan), or any other building constructed on the Entire Premises, or in such a fashion as to interfere with the use and appearance of the Entire Premises. Prior to the installation of any underground utilities by any Owner across the Parcel of another Owner, the installing Owner shall submit plans and specifications for the installation to each Owner of a Parcel across which that utility is to be installed, and shall not commence construction until each such Owner has approved the location and design of the proposed installation, which approval shall not be unreasonably withheld. If, pursuant to the terms hereof, any Owner installs underground utilities across the Parcel of a second Owner, the installing Owner shall: (i) relocate that utility at its expense if such relocation is required as a result of construction by the Owner of the Parcel across which that utility is installed; (ii) maintain or cause to be maintained that utility; (iii) repair at its expense any damage to improvements or landscaping caused by such installation and maintenance; and (iv) perform such installation and maintenance in a manner so as to minimize any disruption of business on the Parcel on which that utility is located.

6. *Maintenance Standard.* So long as no building improvements exist thereon, each Parcel shall be maintained as either paved parking or landscaped areas, and shall be kept free of weeds, trash, debris and underbrush. Thereafter, each Owner or ground lessee shall maintain or cause to be maintained its Parcel, and any improvements located thereon, in good order and condition, which obligation shall include, but shall not be limited to, the following:

(a) To keep and maintain the exterior of all buildings and all sidewalks, roadways, walkways and paved parking surfaces in a good, safe, clean and sightly condition at all times.

(b) To remove promptly, to the extent reasonably practicable, snow, ice, surface water and debris.

(c) To keep all directional signs, pavement signs and parking lot striping distinct and legible.

(d) To repair, replace and renew exterior lighting fixtures and bulbs, tubes and ballasts therefor as may be necessary.

(e) To care for and replant all landscaped and planted areas so as not to allow dead or unsightly plants to remain within its Parcel.

(f) To store all trash and garbage in adequate containers within its Parcel, maintained in a clean and neat condition, and located so as not to be visible to the public (screened if necessary) and so as not to create any health, safety or fire hazard, and to arrange for regular removal thereof at its expense.

(g) Not to burn any papers, trash or garbage of any kind in or about the Entire Premises.

(h) Not to distribute any handbills or other advertising matter on or about any part of the Shopping Center Parcel.

(i) Not to install in or about its Parcel any exterior amplification or similar devices and/or not to use in, on or about its Parcel any advertising medium which may be heard or experienced outside its Parcel, such as flashing lights, searchlights, loudspeakers, phonographs, television or radio broadcasts.

(j) To locate all mechanical equipment in such a fashion so as not to be visible to the public.

(k) Not to install any signs on its Parcel which violate the following prohibitions:

(i) No sign shall be permitted which violates the sign criteria attached hereto as Exhibit D;

(ii) No sign shall be permitted which violates sign control ordinances or other statutes of the City of Salisbury or Rowan County.

(l) To keep its Parcel clean, orderly, sanitary and free from objectionable odors and from termites, insects, vermin and other pests, and not to keep any live animals of any kind in, upon or about its Parcel (except for animals held for resale by any pet store operating on the Entire Premises).

7. *Building Plan Approval Requirement.* It is the intent of Declarant that any improvements or landscaping to be constructed or placed on the Entire Premises be architecturally and aesthetically compatible with the Shopping Center Improvements. Accordingly, no improvements or landscaping shall be constructed or placed on the Entire Premises unless plans and specifications for those improvements and/or landscaping have been approved as to aesthetic appearance, height, location and size in writing in advance by Declarant. Such plans shall include a site plan showing the location and dimensions of building improvements, non-building improvements (including signs) and landscaped areas, and, in the case of building improvements, shall show exterior

elevations, building signs, building materials and colors of building materials. The plan approval requirement shall apply with equal force to renovations to or replacements of improvements located on any part of the Entire Premises.

8. *Casualty Loss.* In the event of casualty loss, complete or partial, to the Shopping Center Improvements or any other building subsequently constructed on the Entire Premises, the building either shall be restored to its previous architectural and structural quality, or it shall be razed and the affected Parcel maintained as either paved parking or landscaped areas pending future construction thereon.

9. *Out Parcel Restrictions.* The use of each Out Parcel shall be subject to the restrictive covenants set forth in that Lease Agreement between Declarant and Belk-Harry Company, dated February 4, 1985, a memorandum of which is recorded in Book 619 at Page 35 in the Rowan County Public Registry ("Belk Lease"), which restrictive covenants are set forth verbatim in Exhibit E attached hereto, during the term of the Belk Lease, and to the restrictive covenants set forth in that Lease Agreement between Declarant and J.C. Penney Company, Inc., dated May 7, 1985 ("Penney Lease"), which restrictive covenants are set forth verbatim in Exhibit C to the Memorandum of the Penney Lease recorded in Book 624 at Page 427 of the Rowan County Public Registry, during the term of the Penney Lease.

10. *Phase II Parcel Restrictions.* The use of the Phase II Parcel shall be subject to the restrictive covenants and other limitations set forth in the Belk Lease and the Penney Lease, during the terms of those leases.

11. *Successor to Declarant.* If approval of Declarant is required under the terms of this Declaration and Declarant no longer owns any portion of the Entire Premises, the right of approval shall be exercised by the owner of fee simple title to

the Phase I Parcel. Notwithstanding the foregoing, Declarant expressly retains the right to assign any retained rights under the terms of this Declaration by recording a written instrument in the Office of the Register of Deeds of Rowan County, North Carolina.

12. *Remedies for Breach.* The terms and conditions of this Declaration shall be enforceable by actions for specific performance or injunction, in addition to any other remedies available at law.

13. *Survival.* The conditions, restrictions and easements contained in this Declaration are covenants running with the land; they are made by Declarant for the benefit of itself, its successors and assigns in title to all or part of the Entire Premises, each tenant now or hereafter leasing any part of the Entire Premises, and each lender making a loan secured by a mortgage or deed of trust on all or any part of the Entire Premises; and they shall continue in full force and effect until modified or terminated by a written agreement signed by all parties then holding fee simple title to any portion of the Entire Premises and all holders of first lien deeds of trust encumbering any portion of the Entire Premises.

14. *Private Agreement.* This Declaration is not intended to, and shall not be construed to as, a dedication of any rights to the general public.

15. *Subordination.* The Entire Premises are subject to: (a) North Carolina Deed of Trust (Additional Interest) dated May 31, 1985, from Declarant to N.B. Boney, Jr., as trustee for The First National Bank of Boston, recorded in Deed of Trust Book 413 at Page 336 in the Rowan County Public Registry, which has been modified by an Additional Interest Mortgage Modification Agreement dated as of August 18, 1986 and recorded in Deed Book 628 at Page 160 in the Rowan County Public Registry, and (b)

Deed of Trust and Security Agreement dated May 31, 1985, from Declarant to N.B. Boney, Jr., as trustee for The First National Bank of Boston, recorded in Deed of Trust Book 413 at Page 337 in the Rowan County Public Registry, which has been modified by a Mortgage Modification Agreement dated as of August 18, 1986 and recorded in Deed Book 628 at Page 159 in the Rowan County Public Registry. Attached hereto as Exhibit F is a Subordination Agreement subordinating the lien of those deeds of trust to this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal as of the day and year first above written.

SALISBURY MALL, LTD., a North Carolina
limited partnership

[CORPORATE SEAL]

By: BARNETT REAL PROPERTIES, INC.,
General Partner

ATTEST:

By:

William T. Barnett
William T. Barnett, President

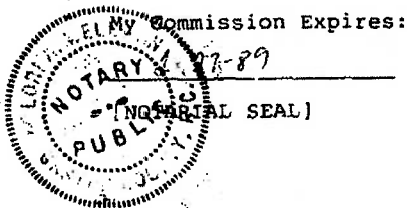
Robert F. Fleming
Robert F. Fleming, Assistant
Secretary



STATE OF NORTH CAROLINA
COUNTY OF ~~MCKENNA~~ ^{GASTON}

This 4th day of May, 1987, personally came before me William T. Barnett who, being by me duly sworn, says that he is the President of BARNETT REAL PROPERTIES, INC., a general partner of SALISBURY MALL, LTD. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that the said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said William T. Barnett acknowledged the said writing to be the act and deed of said corporation.

Lou A. Wellman
Notary Public



NORTH CAROLINA: ROWAN COUNTY

The foregoing certificate of Lou A. Wellman N. P. of Gaston County is certified to be correct.

Filed for registration this 5 day of May, 1987.

Jean K. Ramsey, Register of Deeds

By Jean K. Ramsey

FILED
ROWAN COUNTY

*87 MAY 5 PM 12 41
6631-984

JEAN K. RAMSEY
REG. OF DEEDS

BY Jean K. Ramsey

EXHIBIT A

SHOPPING CENTER TRACT
PHASE I

Located in the City of Salisbury, County of Rowan, North Carolina,
and more particularly described as follows:

BEGINNING at a new iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which new iron pin is located at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry, and which new iron pin is also located four (4) courses and distances as follows along the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 from the projected point of intersection of the extension of that margin with the extension of the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West (formerly 601 Bypass/Woodleaf Road): (1) N 73-05-45 W 524.25 feet to an existing iron pin; (2) N 73-00-06 W 250.15 feet to an existing iron pin; (3) N 73-04-55 W 304.23 feet to an existing iron pin; and (4) N 73-02-45 W 80.00 feet to the point of beginning (which point of beginning is also located N 72-25-24 W 1128.41 feet from N.C. Geodetic Survey horizontal control station "McDonald's," evidenced by a brass disk set in 1982), and running thence from the point of beginning with the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 S 73-02-45 E 80.00 feet to an existing iron pin; thence S 16-54-11 W 126.94 feet to an existing iron pin; thence S 11-28-00 E 118.01 feet to an existing iron pin; thence N 82-31-28 E 165.86 feet to an existing iron pin; thence S 87-08-55 E 99.84 feet to a new iron pin; thence S 73-00-06 E 150.00 feet to a new iron pin; thence N 76-02-04 E 29.15 feet to a new iron pin; thence N 16-59-54 E 123.00 feet to a new iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70; thence with that margin S 73-00-06 E 75.15 feet to an existing iron pin; thence S 16-54-15 W 210.00 feet to a new iron pin; thence S 28-29-06 E 210.74 feet to a new iron pin; thence N 16-52-15 E 16.31 feet to a new iron pin; thence S 29-04-26 E 264.50 feet to an existing iron pin; thence N 60-15-34 E 200.85 feet to a new iron pin; thence S 17-04-44 W 100.40 feet to a new iron pin; thence N 67-53-18 E 64.00 feet to a new iron pin; thence S 16-54-42 E 72.50 feet to a new iron pin; thence N 72-46-18 E 183.62 feet to a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West; thence with that margin S 16-40-33 E 85.00 feet to a new iron pin; thence S 72-46-18 W 215.00 feet to a new iron pin; thence S 41-04-11 W 27.11 feet to a new iron pin; thence S 32-00-42 E 98.00 feet to a new iron pin; thence S 22-13-42 E 121.54 feet to a new iron pin; thence N 61-10-18 E 18.32 feet to a new iron pin; thence S 16-54-42 E 50.00 feet to a new iron pin; thence S 21-24-42 E 68.17 feet to a new iron pin; thence S 49-39-51 W 352.49 feet to a new iron pin; thence S 36-39-00 W 33.09 feet to a new iron pin; thence N 74-44-56 W 23.67 feet to a point; thence S 49-35-50 W 302.71 feet to a point; thence S 40-24-46 E 194.15 feet to a point in a common boundary line with the property of Clancy Hills Partnership, Ltd.; thence with that boundary S 73-11-00 W 332.59 feet to an existing iron pin in the eastern boundary of Block A of Milford Terrace (revised) as shown in the Book of Maps at Page 844 in the Rowan County Public Registry; thence with that boundary N 01-11-31 E 450.64 feet to a new iron pin at

the easterly most corner of Lot 24 in that Block A, and also a common corner with the property of 601-70 Development Corporation; thence with the boundary of the property of 601-70 Development Corporation four (4) courses and distances as follows: (1) N 43-18-24 W 426.50 feet to an existing iron pin; (2) N 89-59-35 W 128.73 feet to an existing iron pin; (3) N 40-27-31 W 457.27 feet to an existing iron pin; and (4) N 16-56-53 E 854.56 feet to the point of beginning, containing 25.559 acres according to a survey entitled "Salisbury Mall, Ltd." dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburger Surveying Co. and containing three sheets.

SHOPPING CENTER TRACT
PHASE II

Located in the City of Salisbury, County of Rowan, North Carolina,
and more particularly described as follows:

BEGINNING at a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West (formerly 601 Bypass/Woodleaf Road), which new iron pin is located in a common boundary with the property of Glen Heilig, as described in that deed recorded in Book 454 at Page 27 in the Rowan County Registry, and which new iron pin is also located six (6) courses and distances as follows along the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West from the projected point of intersection of the extension of that margin with the extension of the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard): (1) S 16-40-33 E 540.67 feet to a new iron pin; (2) S 16-07-04 E 87.35 feet to a point; (3) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 101.39 feet (chord bearing and distance S 17-39-00 E 101.38 feet) to a new iron pin; (4) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 296.40 feet (chord bearing and distance S 19-05-56 E 296.37 feet) to a new iron pin; (5) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 203.30 feet (chord bearing and distance S 21-29-31 E 203.29 feet) to a new iron pin; and (6) in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.48 feet (chord bearing and distance S 22-53-59 E 80.48 feet) to the point of beginning (which point of beginning is also located S 19-47-16 E 1316.20 feet from N.C. Geodetic Survey horizontal control station "McDonald's," evidenced by a brass disk set in 1982), and running thence from the point of beginning with the boundary of the Heilig property S 65-13-00 W 180.47 feet to an existing iron pin in a common corner with the property of Clancy Hills Partnership, Ltd.; thence with the boundary of the property of Clancy Hills Partnership, Ltd. S 73-11-00 W 605.49 feet to a point in a corner of Phase I of the Salisbury Mall Shopping Center; thence with the boundary of Phase I five (5) courses and distances as follows: (1) N 40-24-46 W 194.15 feet to a point; (2) N 49-35-50 E 302.71 feet to a point; (3) S 74-44-56 E 23.67 feet to a point; (4) N 36-39-00 E 33.09 feet to a point; and (5) N 49-39-51 E 352.49 feet to a new iron pin; thence S 21-24-42 E 177.33 feet to an existing iron pin; thence S 61-05-18 W 19.25 feet to a new iron pin; thence S 21-24-42 E 149.30 feet to a new iron pin; thence S 81-25-26 E 72.04 feet to a new iron pin; thence N 65-13-00 E 135.00 feet to a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West; thence with that margin, in a southerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.48 feet (chord bearing and distance S 22-53-59 E 80.48 feet) to the point of beginning, containing 4.930 acres according to a survey entitled "Salisbury Mall, Ltd." dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburg Surveying Co., and containing three sheets.

OUT PARCEL 1

Located in the City of Salisbury, County of Rowan, North Carolina, and more particularly described as follows:

BEGINNING at an existing iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which existing iron pin is located S 73-02-45 E 80.00 feet from a new iron pin at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry, and running thence from the point of beginning S 16-45-11 W 126.94 feet to an existing iron pin; thence S 11-28-00 E 118.01 feet to an existing iron pin; thence N 82-31-28 E 165.86 feet to an existing iron pin; thence S 87-08-55 E 99.84 feet to a new iron pin; thence N 16-59-54 E 138.00 feet to an existing iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70; thence with that margin N 73-04-55 W 304.23 feet to the point of beginning, containing 1.246 acres according to a survey entitled "Salisbury Mall, Ltd.", dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburger Surveying Co. and containing three sheets.

OUT PARCEL 2

Located in the City of Salisbury, County of Rowan, North Carolina, and more particularly described as follows:

BEGINNING at an existing iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which existing iron pin is located two (2) courses and distances as follows with that margin from a new iron pin in that margin at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Book 619 at Page 34 in the Rowan County Public Registry: (1) S 73-02-45 E 80.00 feet to an existing iron pin; and (2) S 73-04-55 E 304.23 feet to the point of beginning, and running thence from the point of beginning S 16-59-54 W 138.00 feet to a point; thence S 73-00-06 E 150.00 feet to a new iron pin; thence N 76-02-04 E 29.15 feet to a new iron pin; thence N 16-59-54 E 123.00 feet to a new iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70; thence with that margin N 73-00-06 W 175.00 feet to the point of beginning, containing 0.550 acres according to a survey entitled "Salisbury Mall, Ltd.", dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburger Surveying Co., and containing three sheets.

OUT PARCEL 3

Located in the City of Salisbury, County of Rowan, North Carolina,
and more particularly described as follows:

BEGINNING at an existing iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which existing iron pin is located three (3) courses and distances as follows with that margin from a new iron pin in that margin at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Book 619 at Page 34 in the Rowan County Public Registry: (1) S 73-02-45 E 80.00 feet to an existing iron pin; (2) S 73-04-55 E 304.23 feet to a point; and (3) S 73-00-06 E 250.15 feet to the point of beginning, and running thence from the point of beginning S 16-54-15 W 210.00 feet to a new iron pin; thence S 28-29-06 E 210.74 feet to a new iron pin; thence N 16-52-15 E 358.00 feet to an existing iron pin in the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70; thence with that margin N 73-05-45 W 149.82 feet to the point of beginning, containing 0.977 acres according to a survey entitled "Salisbury Mall, Ltd.", dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburger Surveying Co. and containing three sheets.

OUT PARCEL 4

Located in the City of Salisbury, County of Rowan, North Carolina, and more particularly described as follows:

BEGINNING at a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West (formerly 601 Bypass/Woodleaf Road), which new iron pin is located S 16-40-33 E 540.67 feet along that margin from the projected point of intersection of the extension of that margin with the extension of the southern margin of the eighty (80) foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), and which new iron pin is also located S 20-03-06 E 547.81 feet from N.C. Geodetic Survey horizontal control station "McDonald's," evidenced by a brass disk set in 1982, and running thence from the point of beginning S 72-46-18 W 215.00 feet to a new iron pin; thence S 41-04-11 W 27.11 feet to a new iron pin; thence S 32-00-42 E 98.00 feet to a new iron pin; thence S 22-13-42 E 121.54 feet to a new iron pin; thence N 61-10-18 E 205.72 feet to a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West; thence with that margin two (2) courses and distances as follows: (1) in a northerly direction with the arc of a circular curve to the right having a radius of 5789.70 feet, an arc distance of 101.39 feet (chord bearing and distance N 17-39-00 W 101.38 feet) to a point; and (2) N 16-07-04 W 87.35 feet to the point of beginning, containing 1.041 acres according to a survey entitled "Salisbury Mall, Ltd.", dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburg Surveying Co. and containing three sheets.

OUT PARCEL 5

Located in the City of Salisbury, County of Rowan, North Carolina, and more particularly described as follows:

BEGINNING at a new iron pin in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West (formerly 601 Bypass/Woodleaf Road), which new iron pin is located along that margin in a northerly direction with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.84 feet (chord bearing and distance N 22-53-59 W 80.48 feet) from a new iron pin at the southeasterly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry, and running thence from the point of beginning with the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West, in a northerly direction with the arc of a circular curve to the right having a radius of 5789.70 feet, an arc distance of 203.30 feet (chord bearing and distance N 21-29-31 W 203.29 feet) to a new iron pin; thence S 61-05-18 W 198.58 feet to a new iron pin; thence S 21-24-42 E 149.30 feet to a new iron pin; thence S 81-25-26 E 72.04 feet to a new iron pin; thence N 65-13-00 E 135.00 feet to the point of beginning, containing 0.856 acres according to a survey entitled "Salisbury Mall, Ltd.", dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburger Surveying Co. and containing three sheets.

[illegible][illegible]

EXHIBIT B
(page 2 of 2)

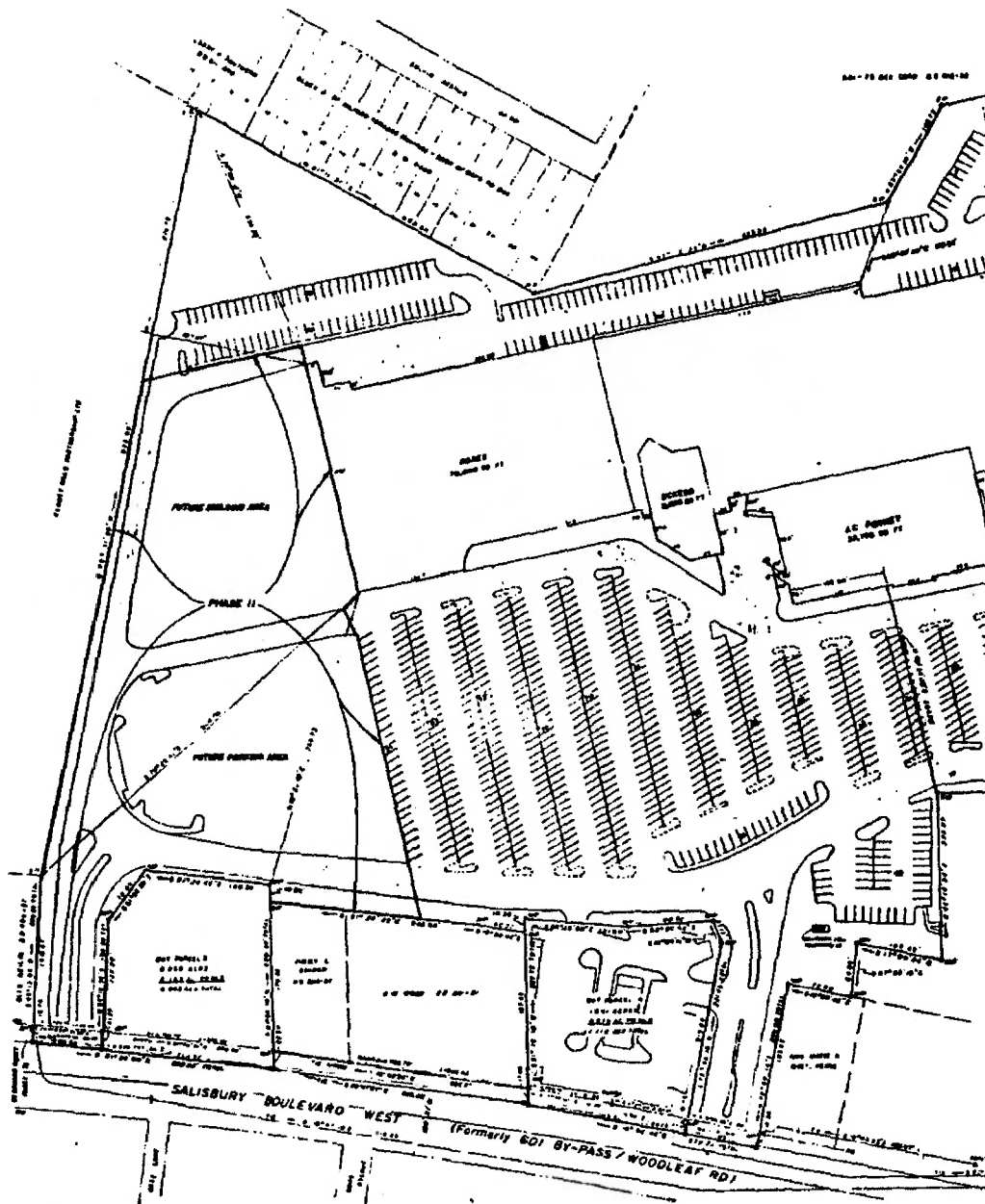


EXHIBIT C

RING ROAD EASEMENT

Located in the City of Salisbury, County of Rowan, North Carolina, and being more specifically described as all that land located between the Interior Boundary and Exterior Boundary descriptions hereinafter set forth, which are taken from that survey entitled "Salisbury Mall, Ltd." dated March 13, 1987, last revised April 22, 1987, prepared by Shulenburg Surveying Co., and containing three (3) sheets.

I. Exterior Boundary

BEGINNING at an existing iron pin in the southern margin of the 80-foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which pin is located S 73-02-45 E 80.00 feet from a new iron pin in that margin at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry, and running thence from the point of beginning S 16-54-11 W 126.94 feet to a point; thence S 11-28-00 E 118.01 feet to a point; thence N 82-31-28 E 165.86 feet to a point; thence S 87-08-55 E 99.84 feet to a point; thence S 73-00-06 E 150.00 feet to a point; thence N 76-02-04 E 29.15 feet to a point; thence N 16-59-54 E 123.00 feet to a point in the southern margin of the 80-foot right-of-way of U.S. Highway 70; thence with that margin S 73-00-06 E 75.15 feet to a point; thence S 16-54-15 W 210.00 feet to a point; thence S 28-29-06 E 210.74 feet to a point; thence S 16-52-15 W 4.89 feet to a point; thence S 29-17-20 E 50.65 feet to a point; thence S 30-06-06 E 52.32 feet to a point; thence S 30-04-12 E 95.66 feet to a point; thence S 33-24-16 E 45.74 feet to a point; thence S 51-09-43 E 21.48 feet to a point; thence S 55-59-07 E 16.69 feet to a point; thence S 63-43-54 E 39.59 feet to a point; thence S 58-35-50 E 69.35 feet to a point; thence S 55-49-22 E 24.35 feet to a point; thence S 73-28-33 E 23.77 feet to a point; thence N 77-20-49 E 19.87 feet to a point; thence N 72-44-30 E 282.06 feet to a point; thence N 65-29-57 E 18.95 feet to a point in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West; thence with that margin N 16-40-33 W 70.10 feet to a point; thence S 72-46-18 W 231.73 feet to a point; thence S 41-04-11 W 27.11 feet to a point; thence S 32-00-42 E 98.00 feet to a point; thence S 22-13-42 E 121.54 feet to a point; thence N 61-10-18 E 18.32 feet to a point; thence S 16-54-42 E 50.00 feet to a point; thence S 21-24-42 E 245.50 feet to a point; thence S 61-05-18 W 19.25 feet to a point; thence S 21-24-42 E 149.30 feet to a point; thence S 81-25-26 E 72.04 feet to a point; thence N 65-13-00 E 135.00 feet to a point in the western margin of the one hundred (100) foot right-of-way of Salisbury Boulevard West; thence with that margin with the arc of a circular curve to the left having a radius of 5789.70 feet, an arc distance of 80.48 feet (chord bearing and distance S 22-53-59 E 80.48 feet) to a point; thence S 65-13-00 W 200.25 feet to a point; thence S 73-11-00 W 605.49 feet to a point; thence N 40-24-46 W 194.15 feet to a point; thence N 40-24-46 W 186.27 feet to a point; thence N 09-47-07 W 41.06 feet to a point; thence N 40-52-21 W 557.75 feet to a point; thence N 53-37-54 W 24.51 feet to a point; thence S 89-23-55 W 13.53 feet to a point; thence N 79-51-37 W 25.73 feet to a point; thence N 60-55-45 W 59.94 feet to a point; thence N 40-26-28 W 380.26 feet to a point; thence N 16-28-47 E 760.93 feet to a point in the southern margin of the 80-foot right-of-way of U.S. Highway 70; thence with that margin S 73-02-45 E 80.00 feet to the point and place of BEGINNING.

II. Interior Boundary

BEGINNING at a point located the following three (3) courses and distances from a new iron pin located in the southern margin of the 80-foot right-of-way of U.S. Highway 70 (also known as Statesville Boulevard), which pin is also located at the northerly most corner of that property conveyed to Salisbury Mall, Ltd. by deed recorded in Deed Book 619 at Page 34 in the Rowan County Public Registry: (1) with that margin S 73-02-45 E 11.39 feet to a point; (2) S 16-28-47 W 760.93 feet to a point; and (3) N 62-03-05 E 44.89 feet to the point and place of BEGINNING, and running thence from the point of beginning N 16-10-26 E 66.89 feet to a point; thence N 17-25-08 E 211.61 feet to a point; thence N 23-49-11 E 32.83 feet to a point; thence N 28-03-34 E 32.08 feet to a point; thence N 33-02-39 E 30.85 feet to a point; thence N 43-22-12 E 41.22 feet to a point; thence N 80-30-24 E 100.72 feet to a point; thence N 62-07-36 E 28.17 feet to a point; thence N 78-49-09 E 65.25 feet to a point; thence N 89-25-05 E 72.09 feet to a point; thence S 85-13-14 E 37.11 feet to a point; thence S 78-00-33 E 45.2 feet to a point; thence S 75-42-27 E 28.73 feet to a point; thence S 67-26-33 E 51.62 feet to a point; thence S 56-32-12 E 43.05 feet to a point; thence S 47-03-10 E 41.58 feet to a point; thence S 37-26-44 E 85.73 feet to a point; thence S 30-17-29 E 274.08 feet to a point; thence S 29-00-50 E 93.64 feet to a point; thence S 31-46-06 E 27.62 feet to a point; thence S 45-15-58 W 29.68 feet to a point; thence S 46-45-08 E 90.40 feet to a point; thence S 63-26-44 E 48.44 feet to a point; thence S 57-58-38 E 91.88 feet to a point; thence S 57-23-30 E 33.43 feet to a point; thence S 47-50-23 E 62.79 feet to a point; thence S 30-34-59 E 113.14 feet to a point; thence S 28-00-59 E 86.11 feet to a point; thence S 21-29-33 E 36.39 feet to a point; thence S 19-01-56 E 74.62 feet to a point; thence S 22-24-54 E 192.66 feet to a point; thence S 16-39-49 E 88.95 feet to a point; thence S 09-43-34 E 23.52 feet to a point; thence S 10-45-02 W 39.98 feet to a point; thence S 36-09-08 W 40.90 feet to a point; thence S 60-40-38 W 36.59 feet to a point; thence S 72-32-07 W 33.15 feet to a point; thence S 70-22-34 W 93.05 feet to a point; thence S 67-22-39 W 49.74 feet to a point; thence S 72-38-22 W 220.53 feet to a point; thence S 83-07-48 W 17.38 feet to a point; thence N 62-31-49 W 22.77 feet to a point; thence N 47-57-05 W 29.24 feet to a point; thence N 40-44-04 W 117.80 feet to a point; thence N 40-24-10 W 14.00 feet to a point; thence N 39-48-39 W 59.86 feet to a point; thence N 05-11-21 E 29.28 feet to a point; thence N 40-14-14 W 740.00 feet; thence N 86-46-05 W 62.55 feet to a point; thence N 71-23-38 W 9.63 feet to a point; thence N 40-27-21 W 310.07 feet to a point; thence N 32-58-07 W 73.42 feet to the place and place of BEGINNING.

EXHIBIT D
SIGN CRITERIA

A. GENERAL REQUIREMENTS

1. No sign shall be erected, maintained or permitted to be maintained in the Entire Premises except in conformity with the criteria contained herein.

2. There shall be no flashing, rotating, exposed light or moving signs or markers of any type.

3. There shall be no signs painted on the exterior surface of any building, except the title of tenant may be painted on its exterior service door.

4. There shall be no free standing or pylon signs other than (i) such pylon sign shown on Exhibit B, which shall be erected and maintained by Declarant and which shall display only the name of the Shopping Center, and (ii) such pylon signs as may be erected by Department Stores inside the enclosed mall in compliance with Section E hereof. Belk and Penney shall have the right of prior written approval of the design of the pylon referenced in (i) above, such approval not to be unreasonably withheld or delayed.

5. There shall be no rooftop signs on any roof in the Entire Premises, provided however that signs erected by Department Stores and affixed to the sides of cooling tower enclosures, penthouses and other building elements shall not be considered free standing rooftop signs and shall be permitted if no portions of such signs extend beyond the sides of such cooling tower enclosures or penthouses. There shall be no television antennas placed on any roof in the Entire Premises without the prior written consent of Declarant.

6. No banners, posters or other advertising materials shall be affixed to any exterior walls, doors, windows or display windows in the Entire Premises.

B. SIGNS FOR MALL OCCUPANTS

1. One sign may be installed on each mall frontage of each business occupied by any tenant. Such signs (i) shall be placed on store fronts only, (ii) shall all be approximately flush with the wall to which affixed, (iii) shall not exceed 4' in height, and (iv) shall not occupy more than 80% of the linear frontage of the store front to which attached or extend beyond the point which is 2'6" inside thereof. Notwithstanding the foregoing, mall signs shall be permitted in the enclosed mall at right angles to store fronts provided that said signs are of a uniform design, do not exceed 50" in length and 18" in height, and are approved as to general design by Belk and Penney, such approval not to be unreasonably withheld or delayed.

2. No signs shall be permitted on the exterior of any mall buildings, except that each tenant may install one sign on the parking area frontage of its business. Such signs (i) shall not extend above the roof line of the premises, (ii) shall not exceed 3' in height, and (iii) shall not have more square feet on area than the number of linear feet of the tenant's store sign facing the enclosed mall.

3. The maximum height of the letters on any sign permitted under this Section B shall be 24" for block letters and 30" for script letters' except that initial capital letters may be up to 30" high for block letters and 36" high for script letters.

C. SIGNS ON COMMON AREAS OTHER THAN ON BUILDINGS

1. No signs or other advertising devices shall be installed or permitted to be installed on any common area other than on buildings, except for signs on out parcels, traffic control signs, general directory signs, signs identifying the mall, and signs identifying TBA sites of Department Stores.

D. EXTERIOR SIGNS FOR DEPARTMENT STORES

1. All signs affixed to exterior walls of any Department Store building shall be in conformity with each Department Store's usual practices as to dimensions and character then in effect.

E. DEPARTMENT STORE SIGNS IN ENCLOSED MALL

1. No sign shall be maintained on or affixed to a Department Store in the enclosed mall except in compliance with the following restrictions:

- (i) The letters shall not exceed a maximum of 5' in height, and
- (ii) Letters shall not project more than 18" from the design panel.

F. OUT PARCEL PYLON SIGNS

1. No face of a pylon sign located on an Out Parcel shall exceed 100 square feet.

2. No pylon sign on an Out Parcel shall exceed twenty-two (22) feet in height or obscure clear view of the shopping center pylon sign.

EXHIBIT E

BELK RESTRICTIVE COVENANTS

The following paragraph 55 is taken verbatim from the Belk Lease.

55. Restrictions on Free-Standing Building Parcels. The Free-Standing Building parcels designated on the Site Plan as "Out-Parcels 1, 2, 3, 4 and 5" respectively, may be treated for all purposes of this Lease as separate and apart from the Shopping Center and such parcels shall not be subject to, nor restricted by, any provision of this Lease except as expressly provided in this Article 55.

(a) Use Restrictions. The Free-Standing Building parcels may be used (if used at all) only for the following purposes: (i) financial institutions, (ii) offices or (iii) restaurants, unless otherwise designated on the Site Plan; provided, however, that no Free-Standing Building constructed on such parcels shall exceed one (1) story in height (but not in excess of 18 feet). In addition, Landlord agrees to furnish to Tenant, for approval, a site plan showing the proposed use, location, signage and height of any building (as well as parking quantity and layout) on any such parcel. Until such time as Free-Standing Building(s) shall be constructed on such parcels, the same shall be grassed or otherwise landscaped (or, at Landlord's option, improved as parking area) and shall be maintained as Common Area in accordance with the standards set forth in Article 16 hereof. Notwithstanding any of the foregoing, the following restrictions shall apply to Out-Parcels 1, 2 and 3:

- (A) Out-Parcel 1 shall be used (if used at all) only for a financial institution not exceeding 3,000 square feet of Floor Area or for a "quality" sit-down restaurant such as Shoney's, Quincy's or Red Lobster not exceeding 8,000 square feet of Floor Area.
- (B) Out-Parcel 2 shall be used (if used at all) only for a financial institution not exceeding 2,000 square feet of Floor Area; and
- (C) Out-Parcel 3 shall be used (if used at all) only for a financial institution not exceeding 2,000 square feet of Floor Area.

(b) Parking Requirements. Each Free-Standing Building parcel's owner or Occupant shall be required, prior to opening for business or commencing any other use, to construct and thereafter to maintain at all times that number of parking spaces on such parcel as shall be required for any such business or use by the zoning code (if any) in effect from time to time or five and one-half (5.5) spaces per 1,000 square feet of Floor Area on such parcel, whichever is greater.

(c) Easements to Use the Common Area . Notwithstanding any provisions contained in this Lease as to the use or limitations on the use of Common Area, Landlord reserves, as to the Common Area shown on the Site Plan, for the benefit of the Free-Standing Building parcels, the right to grant non-exclusive easements for pedestrian and vehicular traffic, in common with others similarly entitled, over the Common Area. Landlord agrees that there shall be no more than one (1) curb cut from each parcel into the Common Area (except that Out-Parcel 1 may have two (2) such curb cuts).

(d) Easements to Use Common Utility Facilities. Landlord reserves, as to all utility facilities (including storm drainage and drainage easement areas) the right to grant, for the benefit of the Free-Standing Building parcels, easements for use in common with others to connect to or use each such utility facility on the Shopping Center for its respective intended purpose subject, however, to the following provisions:

(i) Each such parcel shall be entitled to connect to utilities and to drain into storm drains, provided that any conduit or outlet on such parcel shall be underground.

(ii) No connection to utilities shall be permitted unless Landlord shall determine that adequate capacity will continue to exist to service the Shopping Center.

(e) Separate Ownership. It is understood that the Free-Standing Building parcels may be under separate ownership from the Shopping Center, or may be groundleased to Occupants under long term leases; and Landlord agrees that any such deed or lease shall contain the provisions set forth in this Article 55, which shall be for the benefit of the Tenant. Landlord agrees that it shall use its best efforts (including litigation, if necessary) to enforce the restrictions contained in this Article 55.

EXHIBIT F

SUBORDINATION AGREEMENT

THE FIRST NATIONAL BANK OF BOSTON, as Beneficiary under the following: (a) North Carolina Deed of Trust (Additional Interest) from Salisbury Mall, Ltd. to N.B. Boney, Jr., as Trustee for Beneficiary, dated May 31, 1985 and recorded in Deed of Trust Book 413 at Page 336 in the Rowan County Public Registry, as modified by an Additional Interest Mortgage Modification Agreement dated as of August 18, 1986 and recorded in Deed Book 628 at Page 160 in the Rowan County Public Registry ("Additional Interest Deed of Trust"), and (b) Deed of Trust and Security Agreement from Salisbury Mall, Ltd. to N.B. Boney, Jr., as Trustee for Beneficiary, dated May 31, 1985 and recorded in Deed of Trust Book 413 at Page 337 in the Rowan County Public Registry, as modified by a Mortgage Modification Agreement dated as of August 18, 1986 and recorded in Deed Book 628 at Page 159 in the Rowan County Public Registry ("Deed of Trust") and as holder of the Note secured by the Additional Interest Deed of Trust and the Deed of Trust, and N.B. BONEY, JR. as Trustee under the Additional Interest Deed of Trust and the Deed of Trust, hereby subject and subordinate the lien and operation of the Additional Interest Deed of Trust and the Deed of Trust to the Declaration of Rights, Restrictions and Easements, With Subordinations Attached dated ~~April~~ May 4, 1987 and executed by Salisbury Mall, Ltd., to which this Subordination Agreement is attached as Exhibit F.

As of the 1st day of May, 1987.



THE FIRST NATIONAL BANK OF BOSTON

By:

John F. Ahearn
President
John F. Ahearn
First Vice President

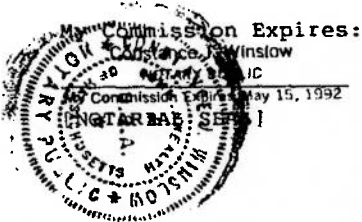
N.B. Boney, Jr. (SEAL)
N.B. Boney, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS
~~STATE OF~~

COUNTY OF SUFFOLK

This first day of April, 1987, ^{May} personally came before me John F. Ahearn who, being by me duly sworn, says that he is the First Vice President of THE FIRST NATIONAL BANK OF BOSTON and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that the said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said John F. Ahearn acknowledged the said writing to be the act and deed of said corporation.

Constance G. Winslow
Notary Public



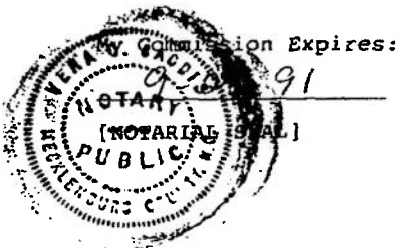
STATE OF NORTH CAROLINA

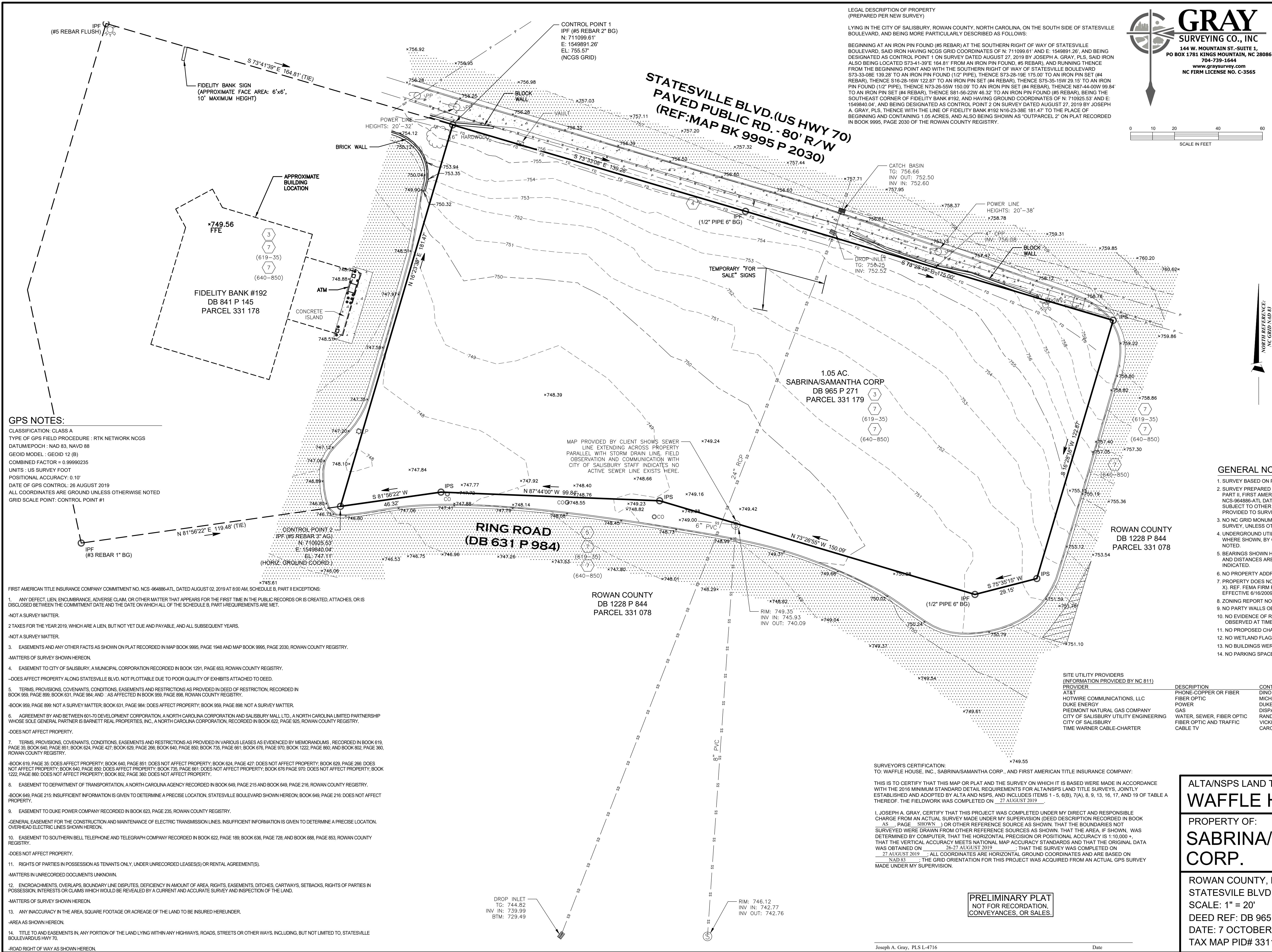
COUNTY OF MECKLENBURG

I, Vera C. Gaddis, a Notary Public in and for said County and State, do hereby certify that N.B. BONEY, JR., Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

MAY WITNESS my hand and notarial seal, this 4th day of April, 1987.

Vera C. Gaddis
Notary Public





ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport and Transit Director
DATE: 2/19/2020
SUBJECT: Piedmont Skydiving Relocation

Relocation of Piedmont Skydiving from current location to the West side of the runway. This area was cleared and seeded and is now ready to be leased in order to begin construction of a removable building prior to moving operations to the new drop zone. The owner of Piedmont Skydiving LLC, Daniel McNulty will be in attendance should there be questions.

Please review lease rate, terms and land area to ensure they are acceptable.

ATTACHMENTS:

Description	Upload Date	Type
Extension of current lease	2/19/2020	Exhibit
PowerPoint - Lease Location and Building Info	2/19/2020	Presentation
Engineering - Structural Design	2/19/2020	Exhibit
New LFBO Lease	2/19/2020	Exhibit

NORTH CAROLINA

ROWAN COUNTY

SECOND AMENDMENT TO SPECIALIZED FIXED BASE OPERATION
AND SKYDIVING CENTER LEASE
AND OPERATING AGREEMENT

THIS SECOND AMENDMENT TO SPECIALIZED FIXED BASE OPERATION AND SKYDIVING CENTER LEASE AND OPERATING AGREEMENT ("Lease") is made as of the ___ day of March, 2020 by and between Rowan County, a body politic ("Landlord"), and PIEDMONT SKYDIVING CENTER, LLC, a North Carolina limited liability company ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 2 day of June, 2014 ("Lease") with an Initial Term of THREE (3) years upon the terms and conditions contained therein, and the First Amendment dated August 2019 wherein the Lease Term was extended through June, 30 2020; and

WHEREAS, Tenant now desires to expand its operations with new buildings and a relocated landing area, and Landlord believes such expansion is in the best interest of the general development of the airport; and

WHEREAS, to accommodate the transition by Tenant to the relocated area, Tenant has asked and Landlord has agreed to Amend this Specialized Fixed Base Operation and Skydiving Center Lease to extend the Term for an additional SIX (6) months through December 31, 2020.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree to amend the Lease, as follows:

1. Paragraph 2.1 Term: The Amended Term shall be extended for an additional SIX (6) months and the same shall be the Second Extended Term beginning on July 1, 2020 and shall run through December 31, 2020, unless earlier terminated by Tenant.

Except as expressly modified and amended herein, the remainder of the Lease shall remain in full force and effect as written.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY

BY:

Gregory C. Edds, Chairman

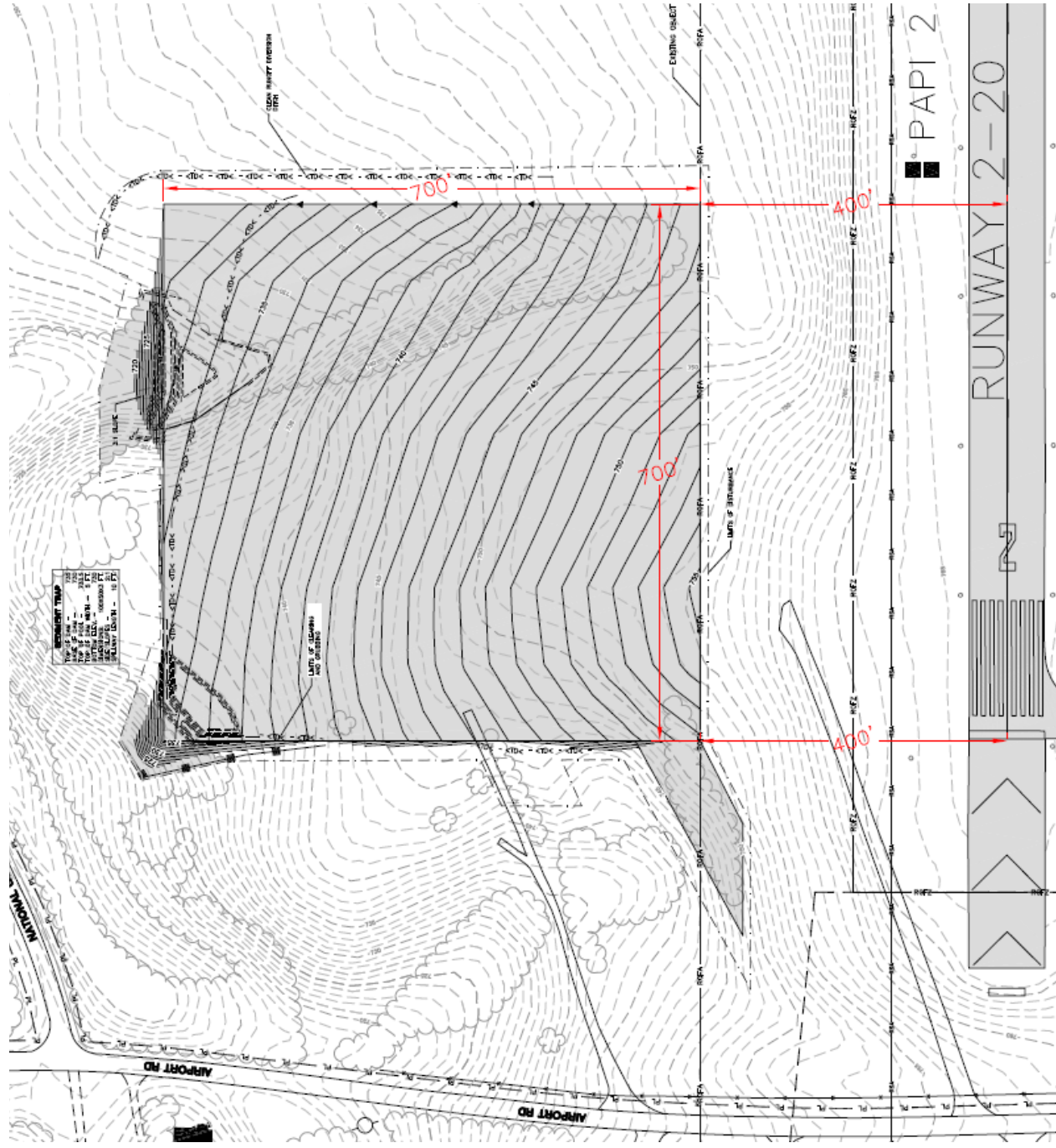
TENANT: PIEDMONT SKYDIVING, LLC

BY:

Its: Member/Manager

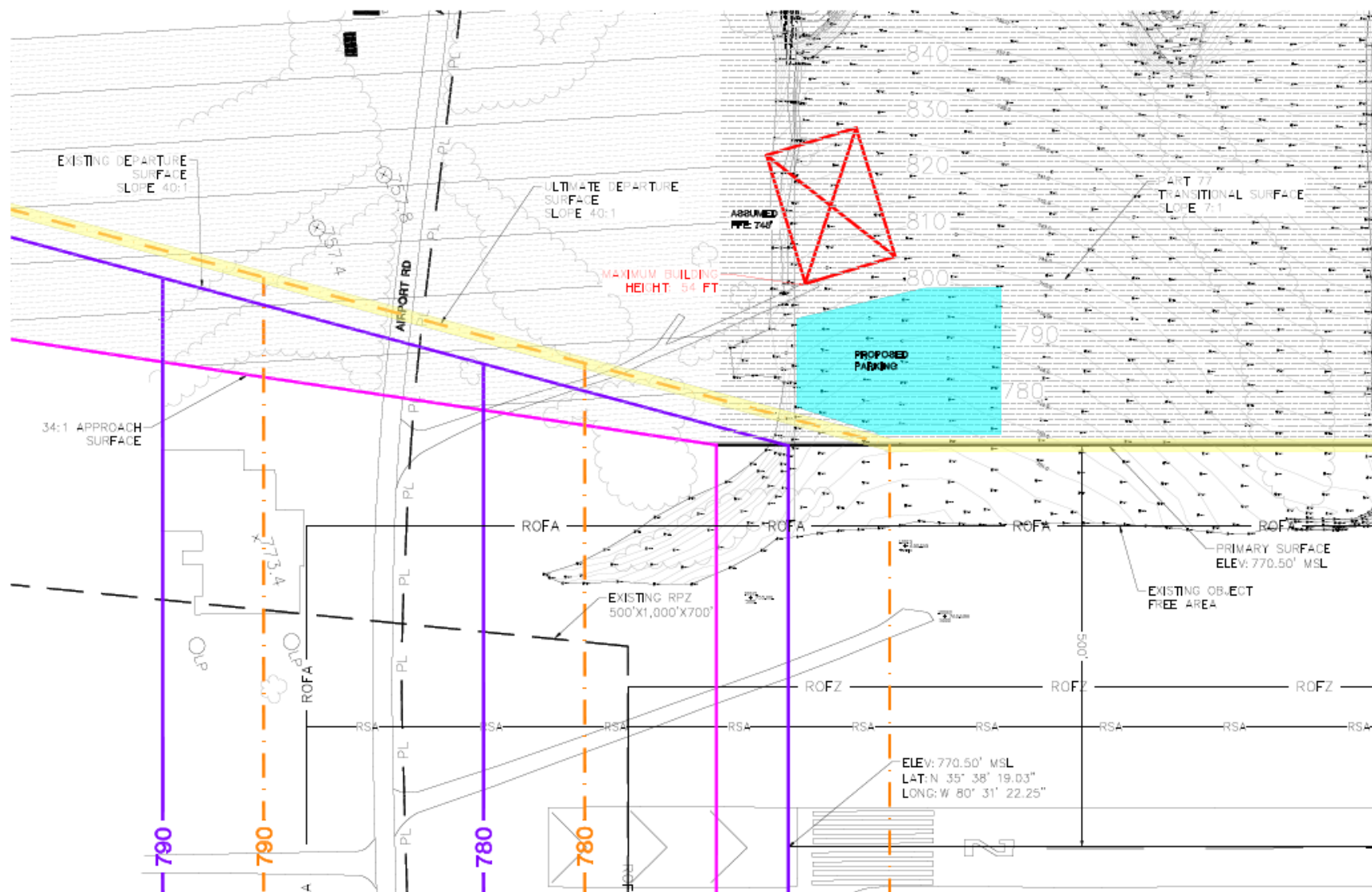
Piedmont
Skydiving
Center

Relocation





Leased Premises (Drop Zone, Buildings & Parking)



Projected Dates

Amendment to existing lease

Construction Phase

Operations remain in current drop zone

3/1/2020 – 06/30/2020

Initiate new LFBO lease terms & rates

Activation Phase

Operations begin in new drop zone

7/1/2020

Landing Area

Building

Parking



BUILDING DETAILS

Width: Maximum 60 feet

Depth: Maximum 100 feet

Height: Maximum 20 feet

Color: Blue and Grey

(Similar to Carolina Avionics)



STRUCTURAL EXAMPLE



COLOR SCHEME EXAMPLE



Carolina Carports, Inc.
Carports • Buildings • Garages

STRUCTURAL DESIGN
ENCLOSED BUILDING

**MAXIMUM 60'-0" WIDE X 20'-0" EAVE HEIGHT
BOX EAVE FRAME**

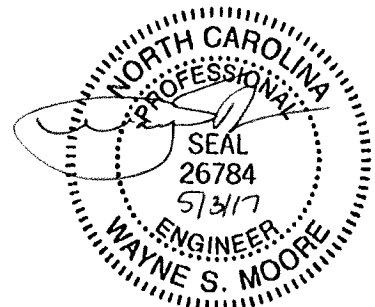
**15 December 2016
Revision 0
M&A Project No. 16138S**

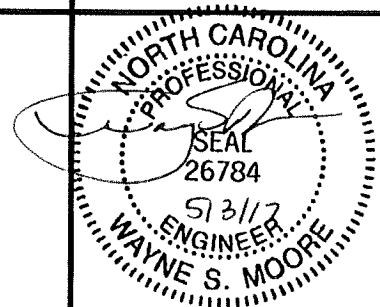
Prepared for:

**Carolina Carports, Inc.
187 Cardinal Ridge Trail
Dobson, NC 27017**

Prepared by:

**Moore and Associates Engineering and Consulting, Inc.
1009 East Avenue
North Augusta, SC 29841**

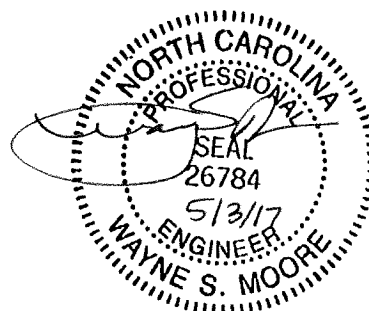




MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: JRS		CAROLINA CARPORTS, INC. 60'x20' ENCLOSED STRUCTURE PE SEAL COVER SHEET	
	CHECKED BY: PDH			
<small>THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.</small>	PROJECT MGR: WSH	DATE: 12-15-16	SCALE: NTS	JOB: NO. 16138S
	CLIENT: CCI	SHT. 1	DVG. NO: SK-3	REV: 0

DRAWING INDEX

SHEET 1	PE SEAL COVER SHEET (1 OF 2)
SHEET 1A	PE SEAL COVER SHEET (2 OF 2)
SHEET 2	DRAWING INDEX
SHEET 3	INSTALLATION NOTES AND SPECIFICATIONS
SHEET 4	TYPICAL SIDE AND END ELEVATIONS
SHEET 5	TYPICAL RAFTER/POST FRAME AND SIDE FRAMING SECTIONS
SHEET 6	TYPICAL RAFTER/POST FRAME AND SIDE FRAMING SECTIONS
SHEET 7	TYPICAL RAFTER/POST CONNECTION DETAILS (SINGLE LEG EXPOSURE B 140 MPH)
SHEET 7A	TYPICAL RAFTER/POST CONNECTION DETAILS (SINGLE LEG EXPOSURE B 170 MPH)
SHEET 7B	TYPICAL RAFTER/POST CONNECTION DETAILS (SINGLE LEG EXPOSURE C 140 MPH)
SHEET 8	TYPICAL RAFTER/POST CONNECTION DETAILS (LACED LEG)
SHEET 9	BASE RAIL ANCHORAGE OPTIONS
SHEET 10	TYPICAL ENDWALL FRAMING SECTIONS
SHEET 11	TYPICAL ENDWALL FRAMING SECTIONS
SHEET 12	TYPICAL SIDE WALL FRAMING SECTION
SHEET 13	WALL OPENING DETAILS
SHEET 14	WALL OPENING DETAILS
SHEET 15	LEAN-TO OPTIONS (SINGLE LEG)
SHEET 16	LEAN-TO OPTIONS (LACED LEG)
SHEET 17	VERTICAL ROOF OPTION END ELEVATION AND SECTION
SHEET 18	VERTICAL ROOF OPTION END ELEVATION AND SECTION
SHEET 19	VERTICAL ROOF OPTION SIDE ELEVATION AND SECTION
SHEET 20	BASE RAIL ON GRADE APPLICATION
SHEET 21	OPTIONAL BASE RAIL ON TIMBER BEAM
SHEET 22	OPTIONAL BASE RAIL ON TIMBER BEAM WITH SOIL NAIL
SHEET 23	OPTIONAL CONCRETE STRIP FOOTING
SHEET 24	OPTIONAL HEADER AND SIDEWALL HEADER SUPPORT BRACING
SHEET 25	SIDEWALL HEADER SUPPORT BRACING



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

JOB: NO. 16138S

SHT. 2

DWG. NO: SK-3

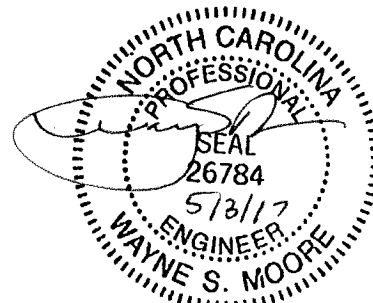
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INSTALLATION NOTES AND SPECIFICATIONS

1. DESIGN IS FOR MAXIMUM 60' WIDE x 20' EAVE HEIGHT ENCLOSED STRUCTURES.
2. DESIGN WAS DONE IN ACCORDANCE WITH THE 2014 FLORIDA BUILDING CODE (FBC) 5TH EDITION, 2012 NORTH CAROLINA BUILDING CODE, 2006 INTERNATIONAL BUILDING CODE (IBC), 2009 IBC 2012 IBC AND 2015 IBC.
3. DESIGN LOADS ARE AS FOLLOWS:
 - A) DEAD LOAD = 1.5 PSF
 - B) LIVE LOAD = 12 PSF
 - C) GROUND SNOW LOAD = 35 PSF
4. LOW ULTIMATE WIND SPEED (LW) 105 TO 140 MPH (NOMINAL WIND SPEED 81 TO 108 MPH): MAXIMUM RAFTER/POST AND END POST SPACING = 50 FEET.
5. HIGH ULTIMATE WIND SPEED (HW) 141 TO 170 MPH (NOMINAL WIND SPEED 109 TO 132 MPH): MAXIMUM RAFTER/POST AND END POST SPACING = 40 FEET.
6. LOW HAZARD RISK CATEGORY I (WIND).
7. WIND EXPOSURE CATEGORY B AND C.
8. SPECIFICATIONS APPLICABLE TO 29 GAUGE METAL PANELS FASTENED DIRECTLY TO 2 1/2" x 2 1/2" - 14 GAGE TUBE STEEL (TS) FRAMING MEMBERS (UNLESS NOTED OTHERWISE).
9. AVERAGE FASTENER SPACING ON-CENTERS ALONG RAFTERS OR HAT CHANNELS, AND COLUMNS (INTERIOR OR END) = 8" O.C. (MAX.).
10. FASTENERS CONSIST OF #12-14x3/4" SELF-DRILLING FASTENER (SDF), USE CONTROL SEAL WASHER WITH EXTERIOR FASTENERS. SPECIFICATIONS APPLICABLE ONLY FOR MEAN ROOF HEIGHT OF 20 FEET OR LESS, AND ROOF SLOPES OF 14" (3:12 PITCH) OR LESS SPACING REQUIREMENTS FOR OTHER ROOF HEIGHTS AND/OR SLOPES MAY VARY.
11. GROUND ANCHORS SHALL BE INSTALLED THROUGH BASE RAIL WITHIN 6' OF EACH RAFTER COLUMN ALONG SIDES AND ENDS.
12. GROUND ANCHORS (SOIL NAILS) CONSIST OF #4 REBAR W/ WELDED NUT x 36" LONG MAY BE USED FOR LOW WIND ONLY AND IN SUITABLE SOIL CONDITIONS.
13. OPTIONAL BASE RAIL ANCHORAGE MAY BE USED FOR BOTH LOW AND HIGH WIND IN SUITABLE SOILS AND MUST BE USED FOR HIGH WIND IN UNSUITABLE SOILS AS NOTED.
14. WIND FORCES GOVERN OVER SEISMIC FORCES. SEISMIC PARAMETERS ANALYZED ARE:

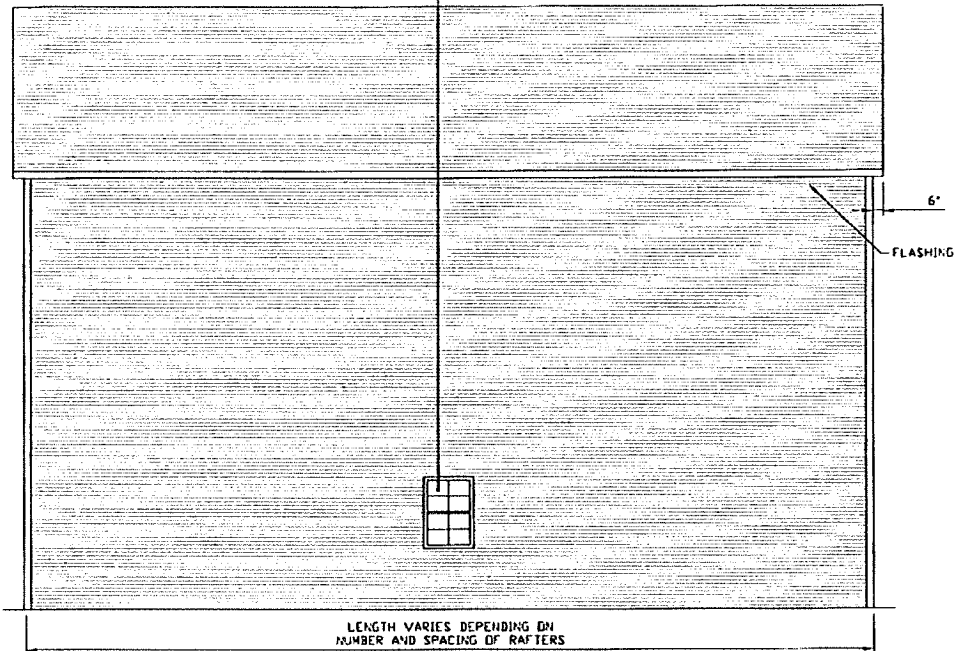
SOIL SITE CLASS = D
 RISK CATEGORY I/II/III
 $R = 3.25$ $I_e = 1.0$
 $S_{DS} = 1.522$ $V = C_s W$
 $S_{D1} = 0.839$



MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: JRS		CAROLINA CARPORTS, INC. 187 CARDINAL RIDGE TRAIL DOBSON, NC 27017 60'x20' ENCLOSED STRUCTURE		
	CHECKED BY: PDH				
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	CLIENT: CCI	SHT. 3	DWG. NO: SK-3	REV.: 0	

☐ BOX EAVE FRAME RAFTER ENCLOSED BUILDING

WINDOW (AS APPLICABLE)
DESIGN PRESSURE
LDW = (26.38 PSF, -35.21 PSF)
HIGH = (39.75 PSF, -49.55 PSF)

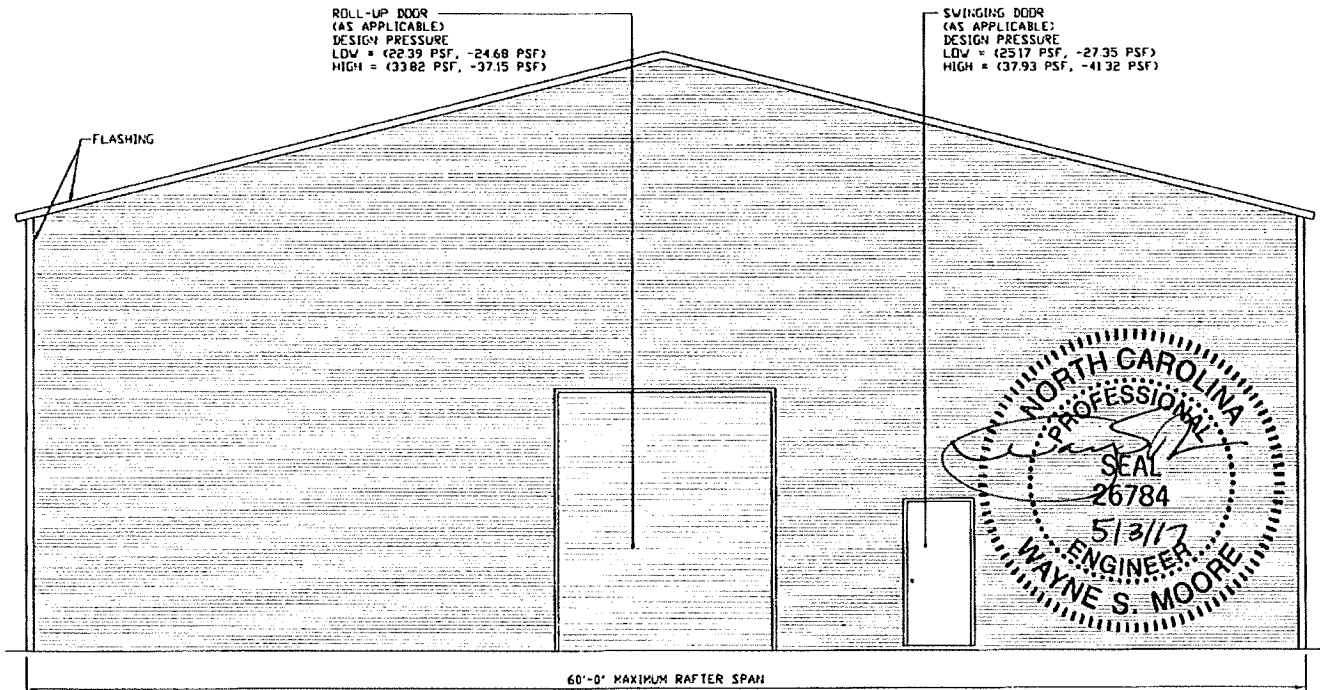


TYPICAL SIDE ELEVATION-HORIZONTAL ROOF

SCALE: 1/8" = 1'-0"

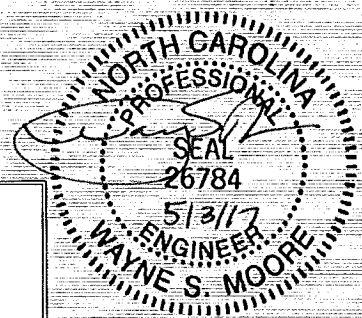
ROLL-UP DOOR
(AS APPLICABLE)
DESIGN PRESSURE
LDW = (22.39 PSF, -24.68 PSF)
HIGH = (33.82 PSF, -37.15 PSF)

SWINGING DOOR
(AS APPLICABLE)
DESIGN PRESSURE
LDW = (25.17 PSF, -27.35 PSF)
HIGH = (37.93 PSF, -41.32 PSF)



TYPICAL END ELEVATION-HORIZONTAL ROOF

SCALE: 1/8" = 1'-0"



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSH

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SHT. 4

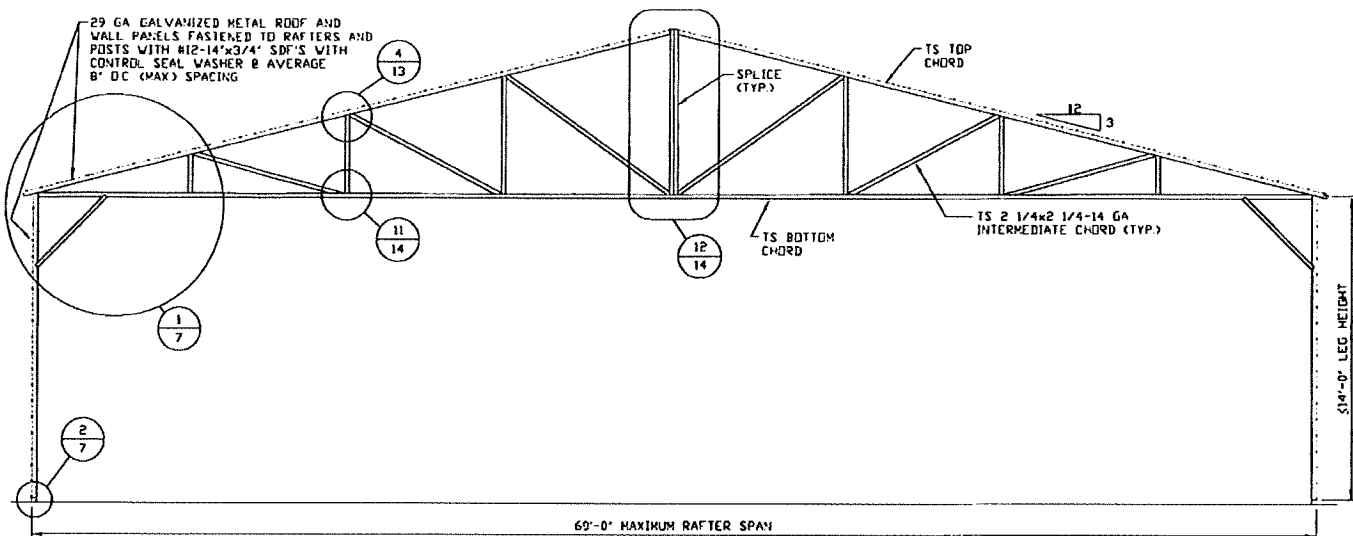
SCALE: NTS

DWG. NO: SK-3

JOB: NO. 16138S

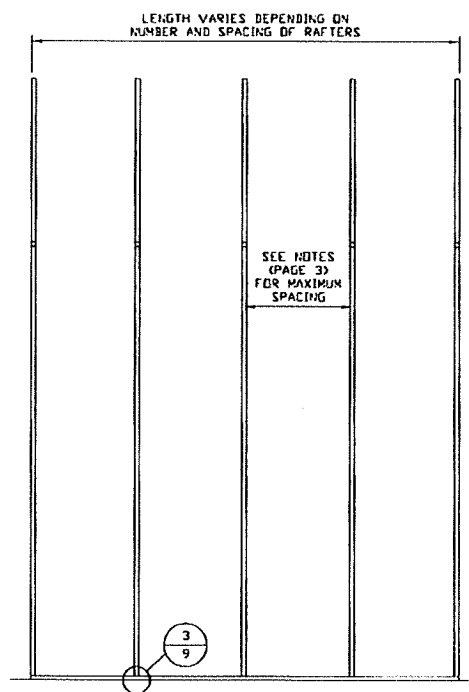
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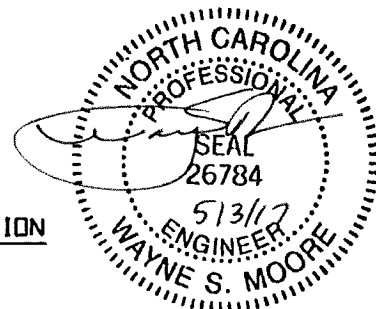
TYPICAL RAFTER/POST FRAME SECTION (H ≤ 14')

SCALE: 1/8" = 1'-0"



TYPICAL RAFTER/POST SIDE FRAMING SECTION

SCALE: 1/8" = 1'-0"



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSH

CLIENT: CCI

**CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SCALE: NTS

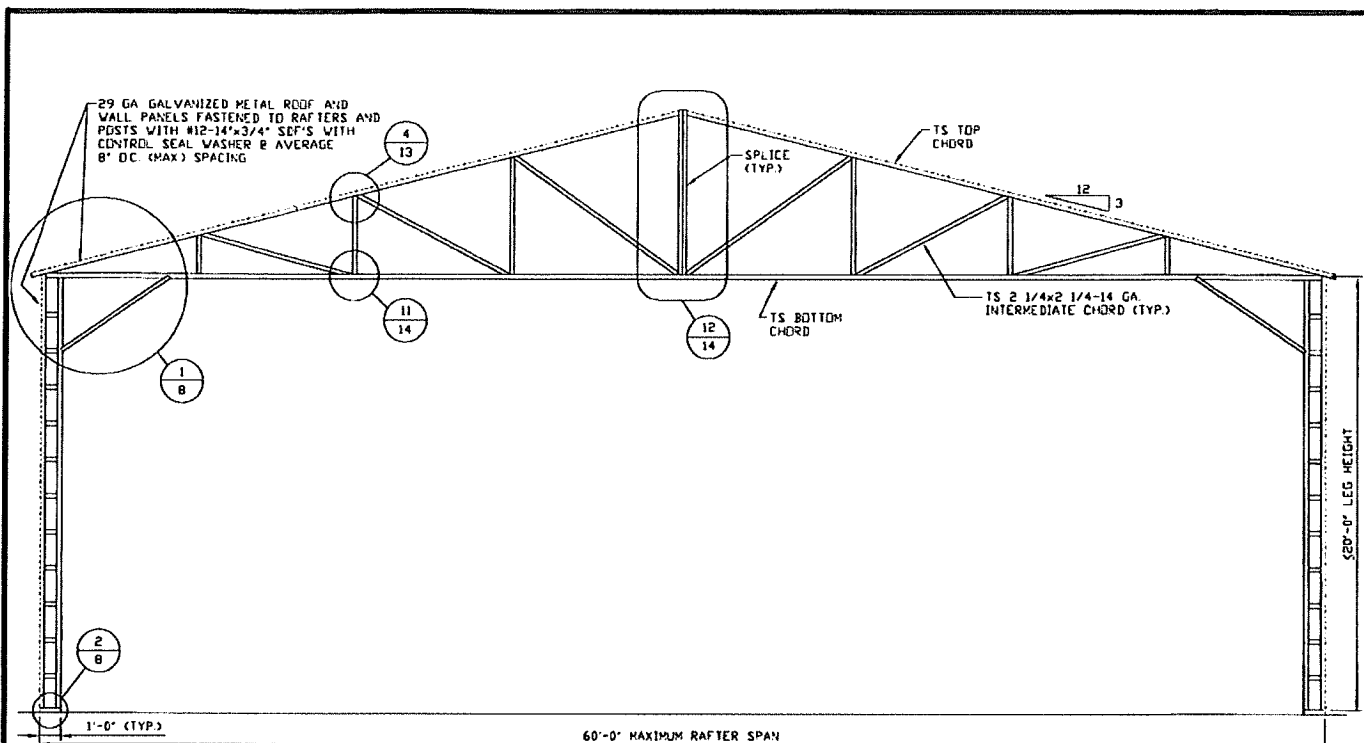
JOB: NO. 16138S

SHY. 5

DWG. NO: SK-3

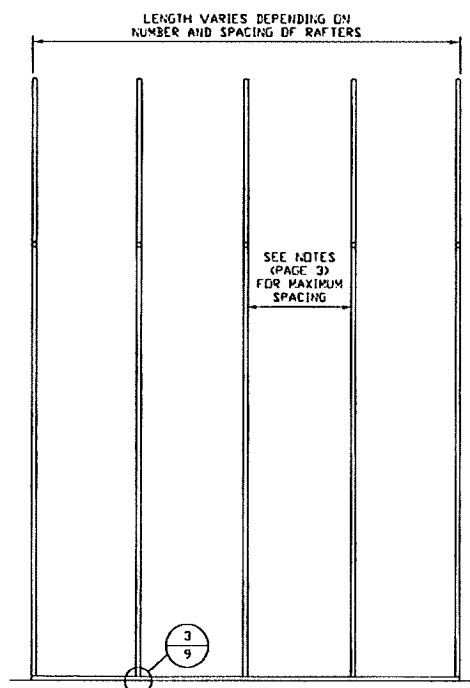
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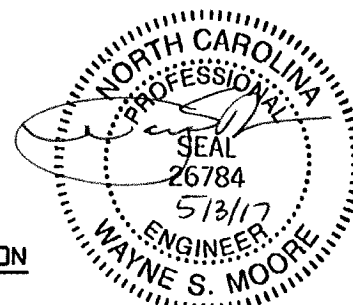
TYPICAL RAFTER/POST FRAME SECTION (14' < H ≤ 20')

SCALE: 1/8" = 1'-0"



TYPICAL RAFTER/POST SIDE FRAMING SECTION

SCALE: NTS



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSH

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SHT. 6

SCALE: NTS

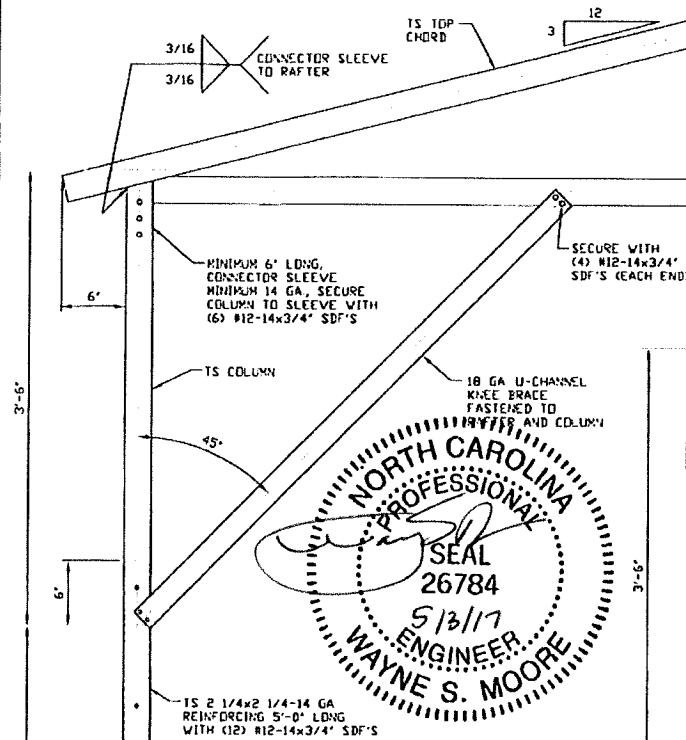
DWG. NO: SK-3

JOB: NO. 16138S

REV: 0

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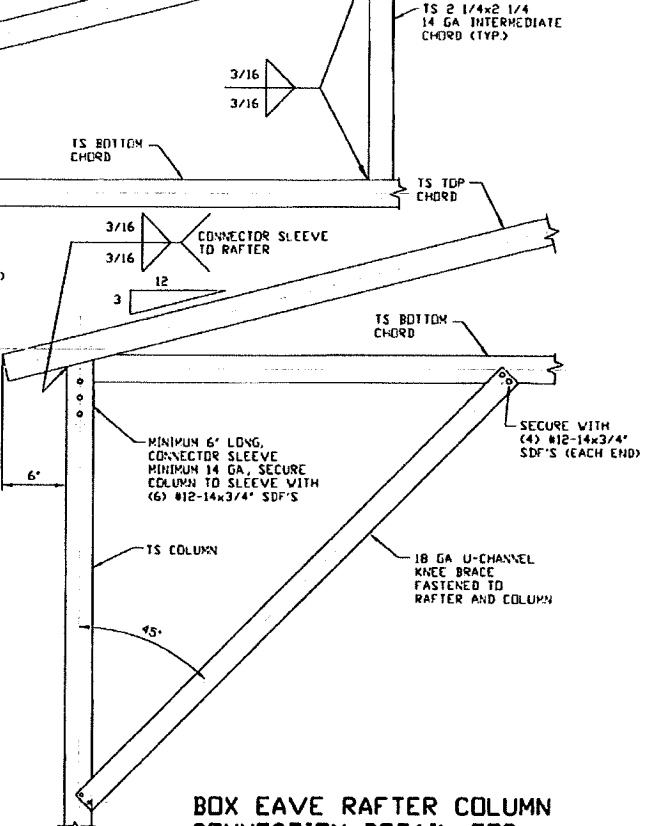
EXPOSURE B (140 MPH)



BOX EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS 14' > TO > 10'

1A

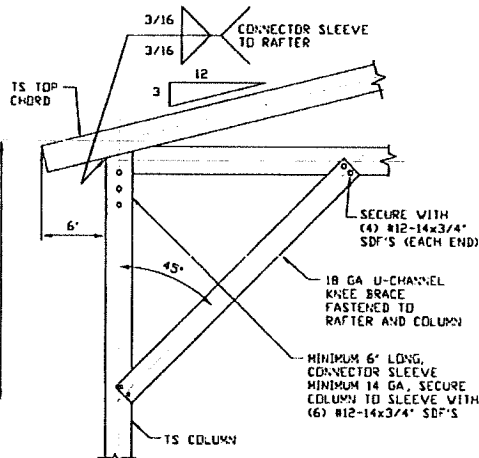
SCALE: NTS



BOX EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS 10' > TO > 8'

1B

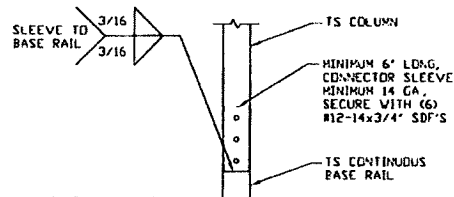
SCALE: NTS



BOX EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS <= 8'

1C

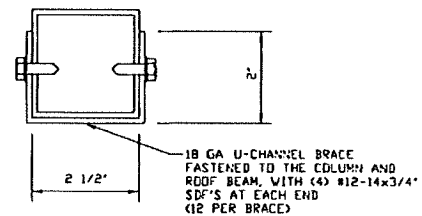
SCALE: NTS



2

POST/BASE RAIL CONNECTION DETAIL

SCALE: NTS



BRACE SECTION

SCALE: NTS

**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

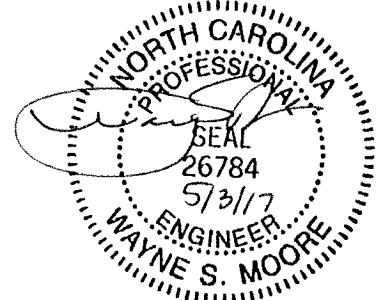
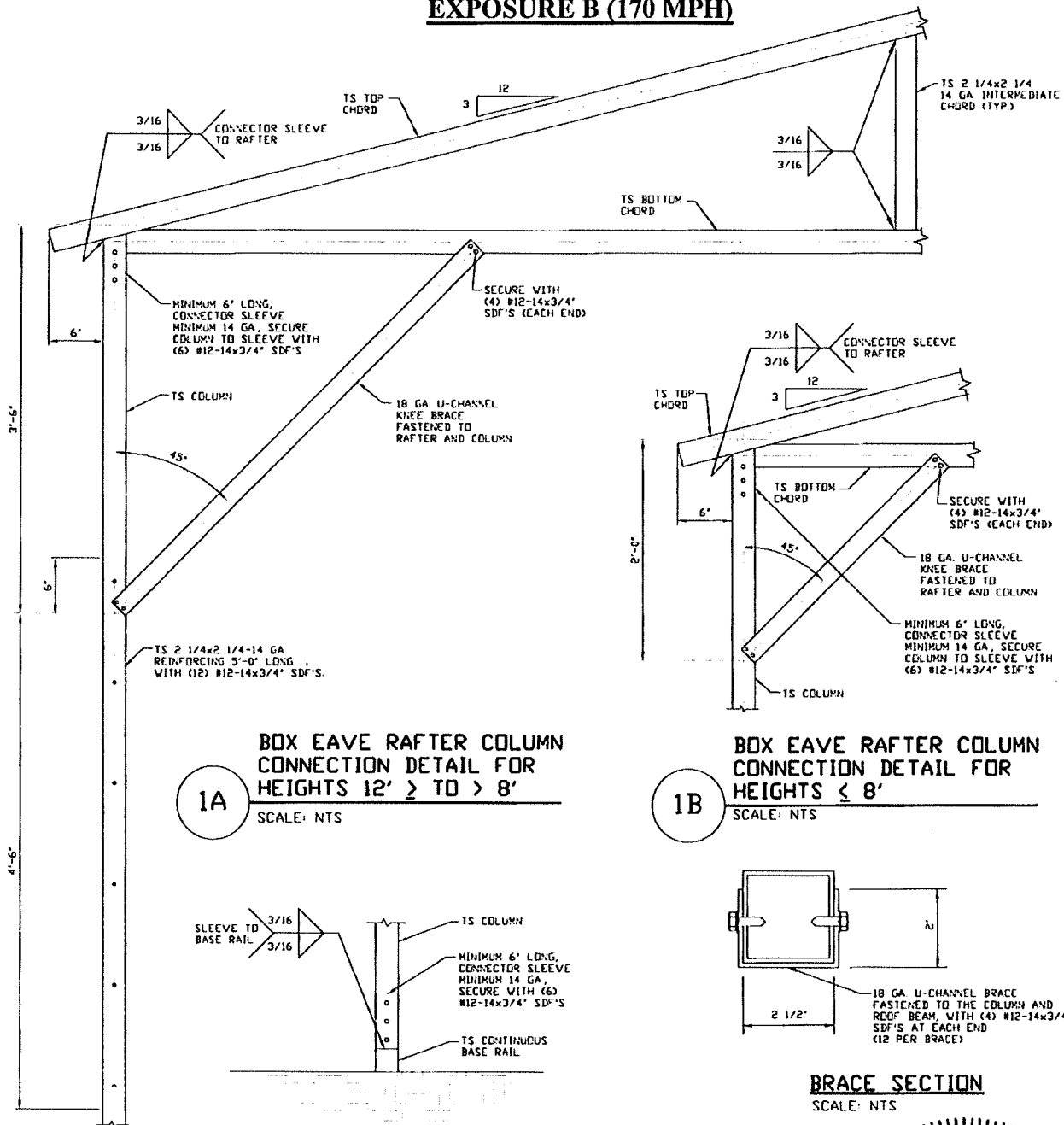
JOB: NO. 16139S

DWG. NO: SK-3

REV: 0

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EXPOSURE B (170 MPH)



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DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

DWG. NO: SK-3

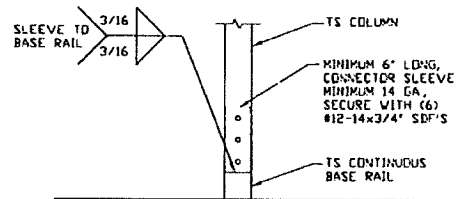
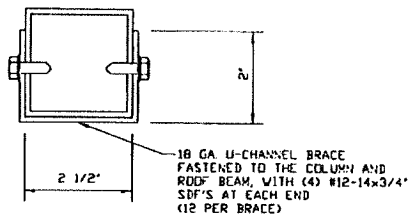
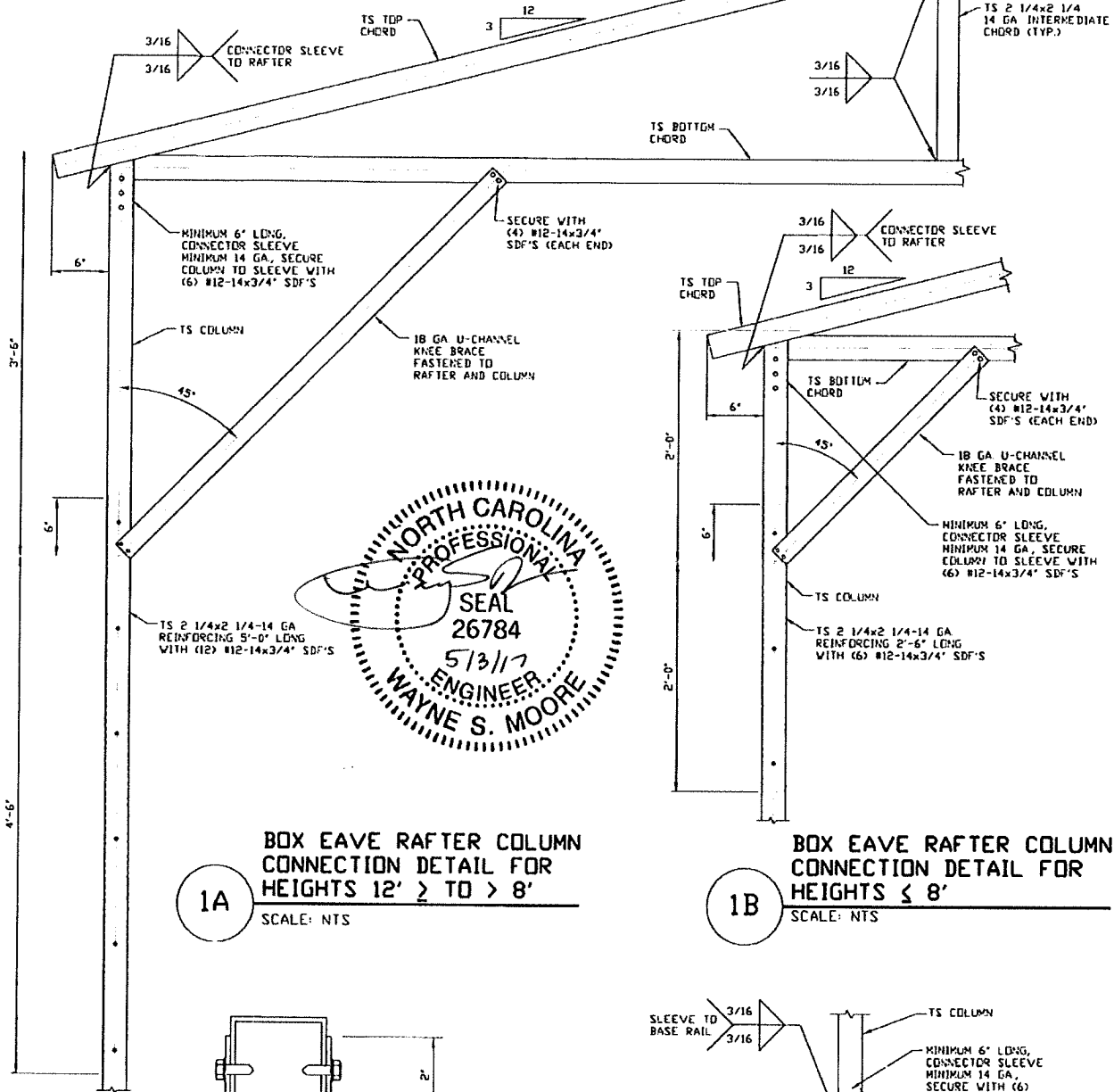
JOB: NO. 16138S

SHT. 7A

REV: 0

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EXPOSURE C (140 MPH)



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PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

DWG NO: SK-3

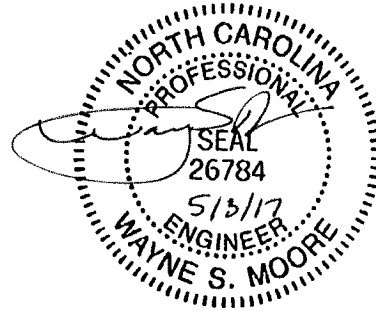
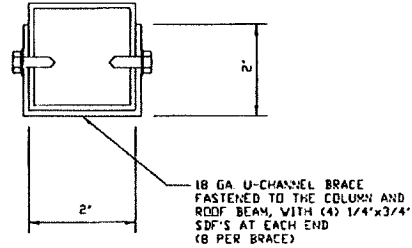
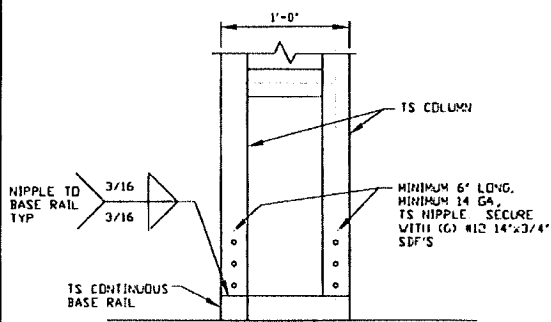
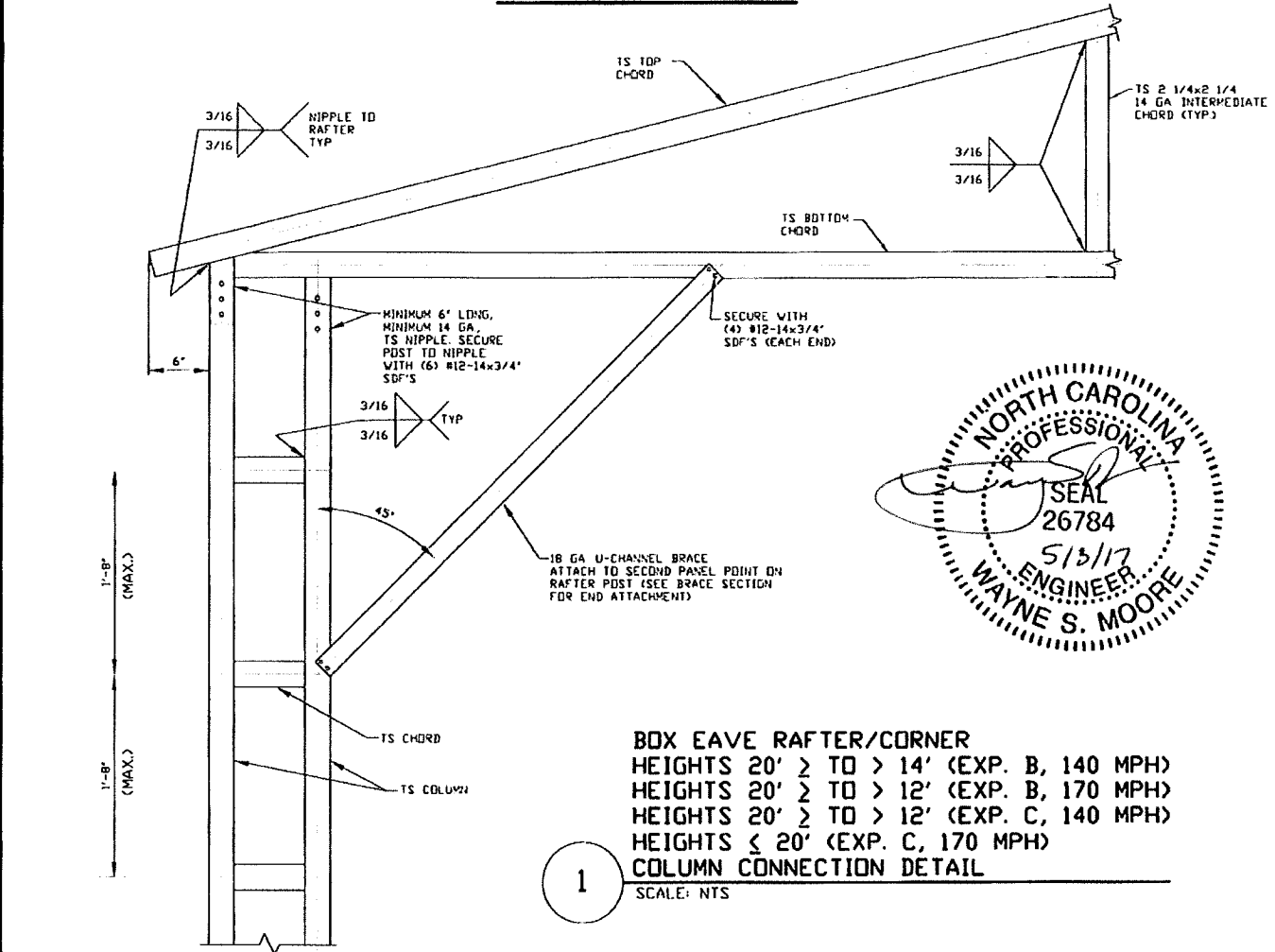
JOB: NO. 16138S

SHT. 7B

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LACED LEG OPTION



BOX EAVE RAFTER/CORNER
 HEIGHTS 20' ≥ TO > 14' (EXP. B, 140 MPH)
 HEIGHTS 20' ≥ TO > 12' (EXP. B, 170 MPH)
 HEIGHTS 20' ≥ TO > 12' (EXP. C, 140 MPH)
 HEIGHTS ≤ 20' (EXP. C, 170 MPH)

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PROJECT MGR: WSH

CLIENT: CCI

**CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SHT. B

SCALE: NTS

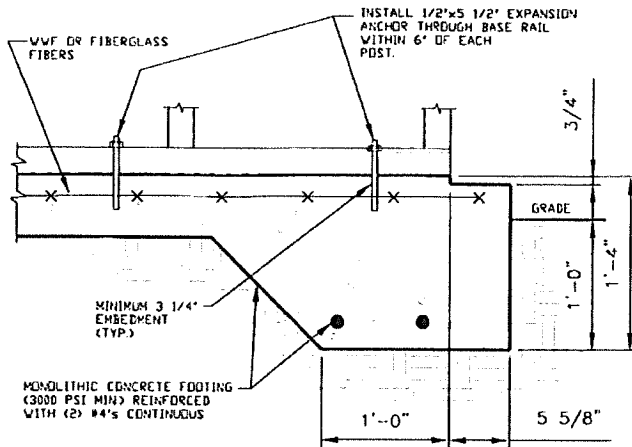
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BASE RAIL ANCHORAGE OPTIONS FOR LOW WIND SPEED

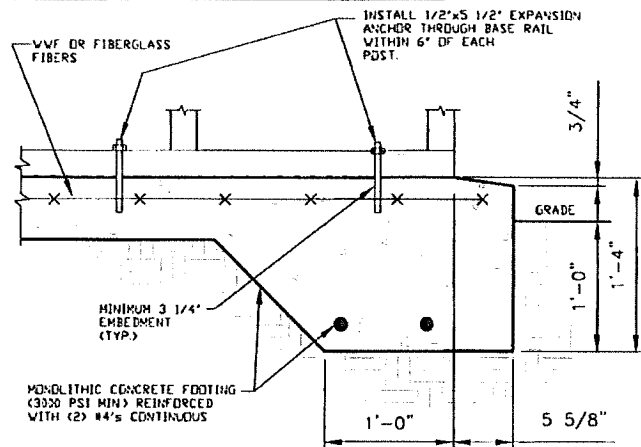


3A

CONCRETE MONOLITHIC SLAB BASE RAIL ANCHORAGE

SCALE: NTS

(MINIMUM ANCHOR EDGE DISTANCE IS 6 3/4')



3B

CONCRETE SLAB BASE RAIL ANCHORAGE

SCALE: NTS

(MINIMUM ANCHOR EDGE DISTANCE IS 6 3/4')

GENERAL NOTES

CONCRETE:

CONCRETE SHALL HAVE A MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.

COVER OVER REINFORCING STEEL:

FOR FOUNDATIONS, MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE PER ACI-318:

3 INCHES IN FOUNDATIONS WHERE THE CONCRETE IS CAST AGAINST AND PERMANENTLY IN CONTACT WITH THE EARTH OR EXPOSED TO THE EARTH OR WEATHER, AND 1 1/2 INCHES ELSEWHERE.

REINFORCING STEEL:

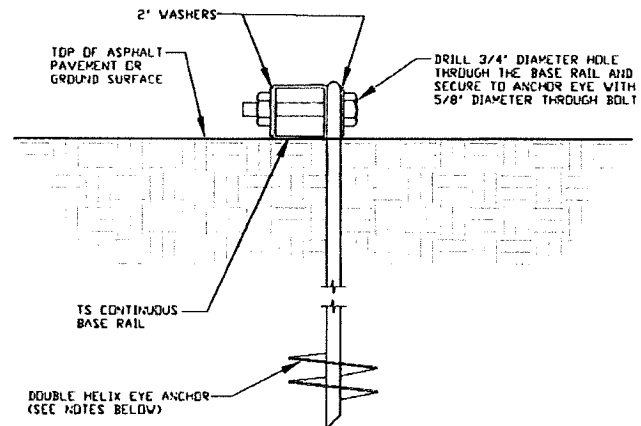
THE TURNDOWN REINFORCING STEEL SHALL BE ASTM A615 GRADE 60. THE SLAB REINFORCEMENT SHALL BE WELDED WIRE FABRIC MEETING ASTM A185 OR FIBERGLASS FIBER REINFORCEMENT.

REINFORCEMENT MAY BE BENT IN THE SHOP OR THE FIELD PROVIDED:

1. REINFORCEMENT IS BENT COLD.
2. THE DIAMETER OF THE BEND, MEASURED ON THE INSIDE OF THE BAR, IS NOT LESS THAN SIX-BAR DIAMETERS.
3. REINFORCEMENT PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT.

HELIX ANCHOR NOTES:

1. FOR VERY DENSE AND/OR CEMENTED SANDS, COARSE GRAVEL AND COBBLES, CALICHE, PRELOADED SILTS AND CLAYS USE MINIMUM (2) 4" HELICES WITH MINIMUM 30 INCH EMBEDMENT.
2. FOR CORAL USE MINIMUM (2) 4" HELICES WITH MINIMUM 30 INCH EMBEDMENT.
3. FOR MEDIUM DENSE COARSE SANDS, SANDY GRAVELS, VERY STIFF SILTS AND CLAYS USE MINIMUM (2) 4" HELICES WITH MINIMUM 30 INCH EMBEDMENT.
4. FOR LOOSE TO MEDIUM DENSE SANDS, FIRM TO STIFF CLAYS AND SILTS ALLUVIAL FILL USE MINIMUM (2) 6" HELICES WITH MINIMUM 50 INCH EMBEDMENT.
5. FOR VERY LOOSE TO MEDIUM DENSE SANDS, FIRM TO STIFFER CLAYS AND SILTS, ALLUVIAL FILL USE MINIMUM (2) 8" HELICES WITH MINIMUM 60 INCH EMBEDMENT.

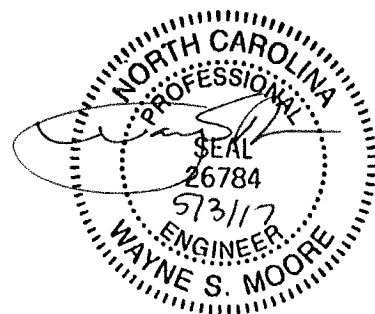


3C

GROUND BASE HELIX ANCHORAGE

SCALE: NTS

(CAN BE USED FOR ASPHALT)



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187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

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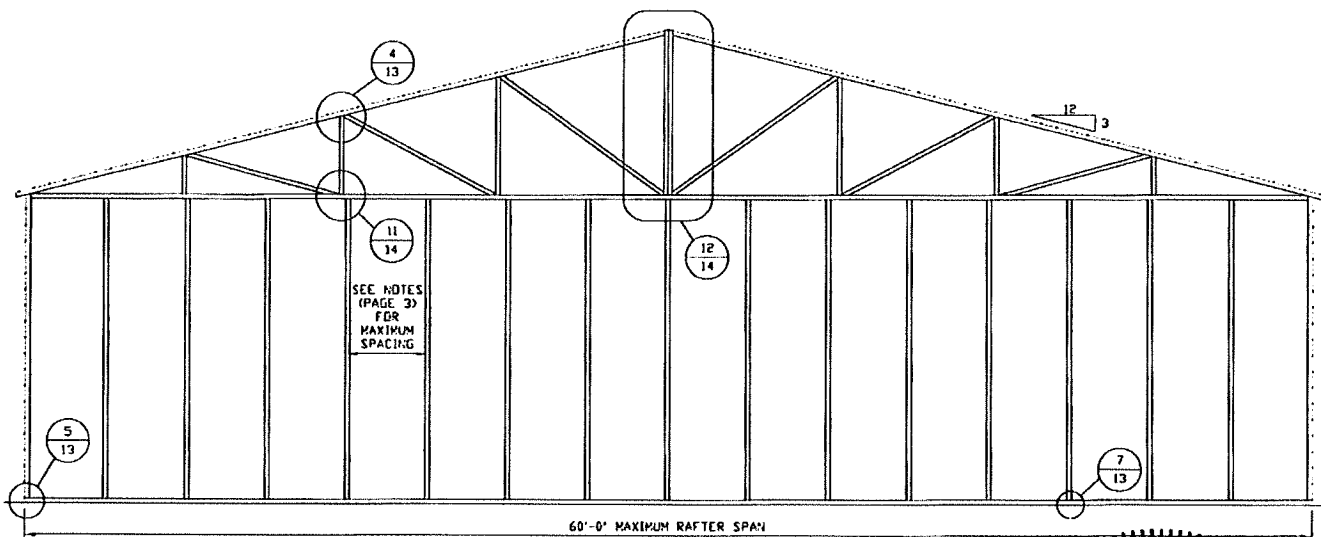
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REV: 0

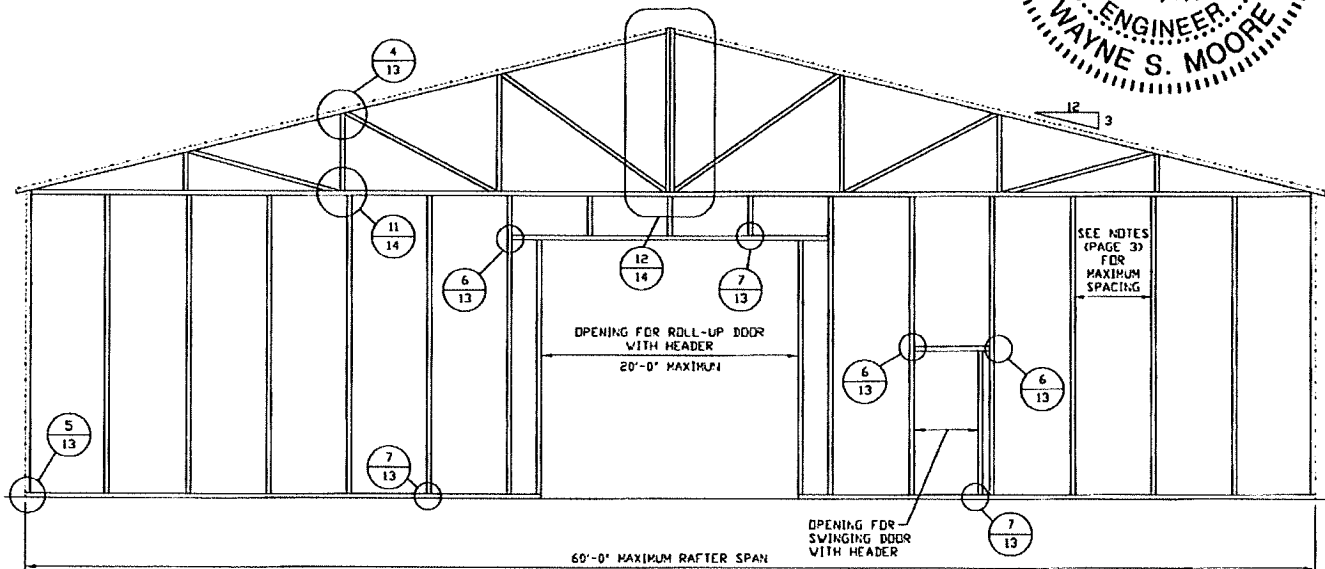
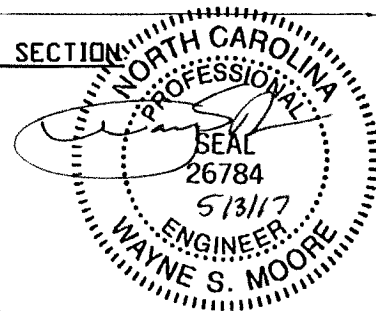
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BOX EAVE RAFTER END WALL AND WALL OPENINGS (H ≤ 14')



TYPICAL BOX EAVE RAFTER END WALL FRAMING SECTION

SCALE: 1/8" = 1'-0"



TYPICAL BOX EAVE RAFTER END WALL OPENINGS FRAMING SECTION

SCALE: 1/8" = 1'-0"

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**CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SHT. 10

SCALE: NTS

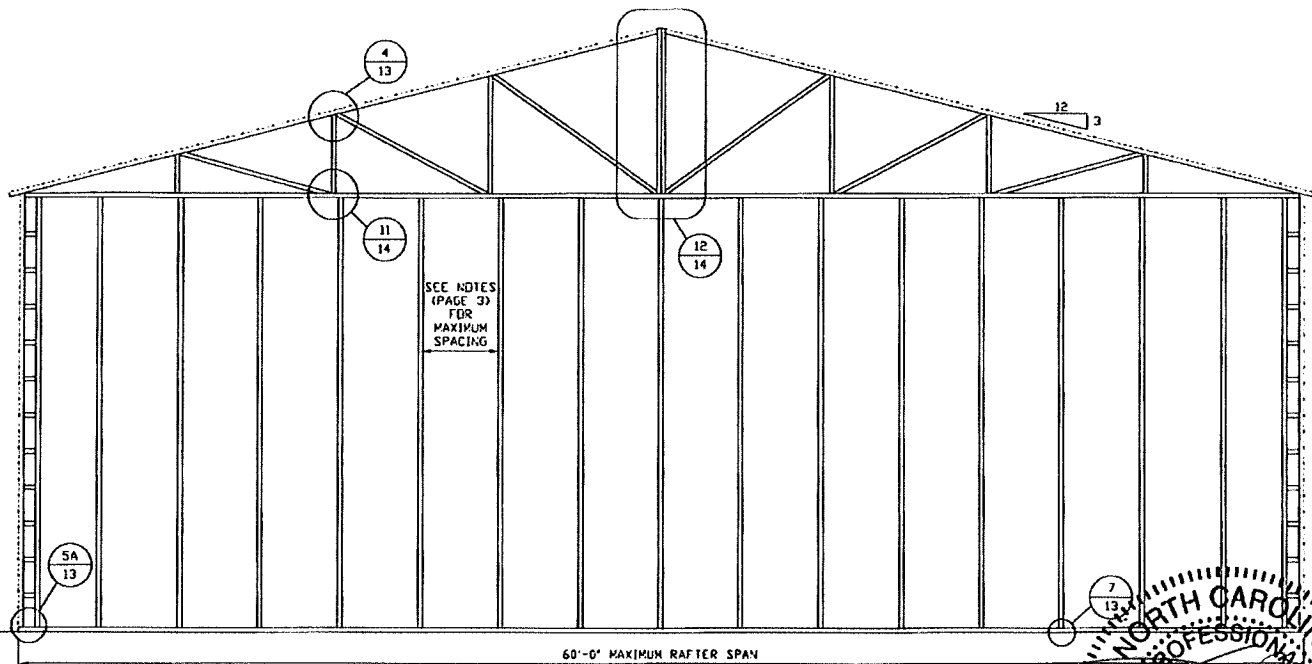
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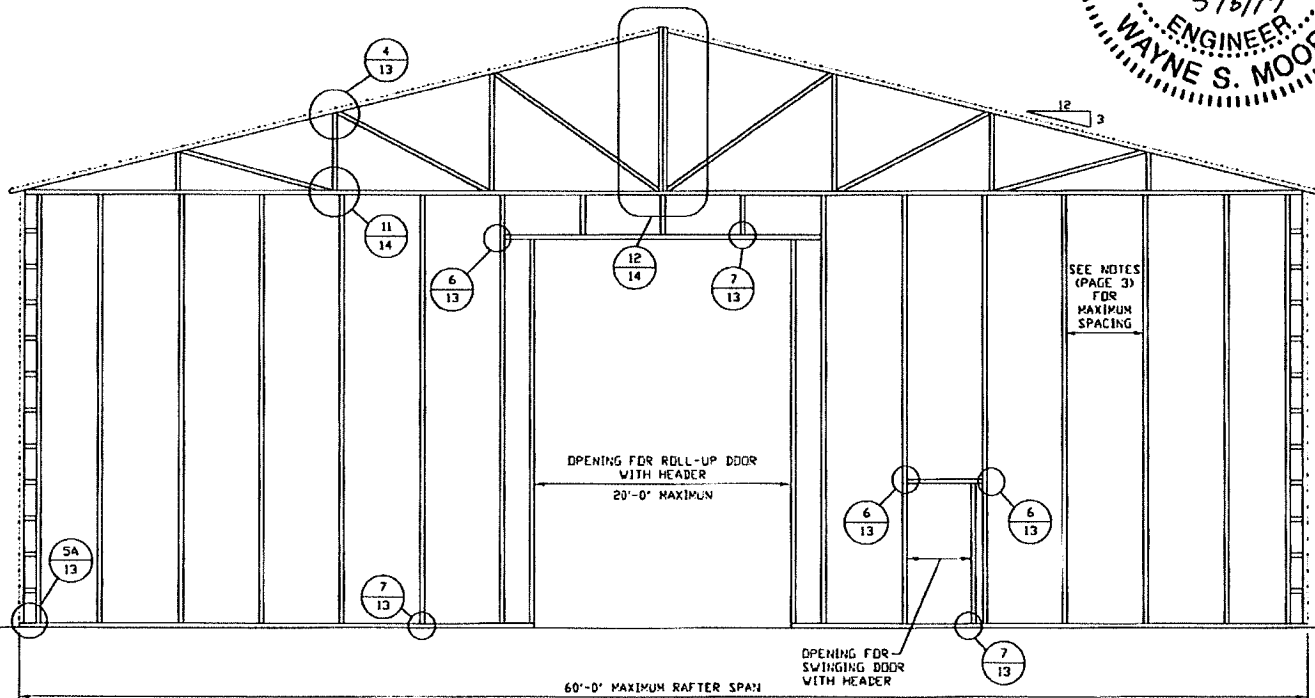
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BOX EAVE RAFTER END WALL AND WALL OPENINGS (14' < H ≤ 20')



TYPICAL BOX EAVE RAFTER END WALL FRAMING SECTION

SCALE: 1/8" = 1'-0"



TYPICAL BOX EAVE RAFTER END WALL OPENINGS FRAMING SECTION

SCALE: 1/8" = 1'-0"

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CLIENT: CCI

DATE: 12-15-16

SHT. 11

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

SCALE: NTS

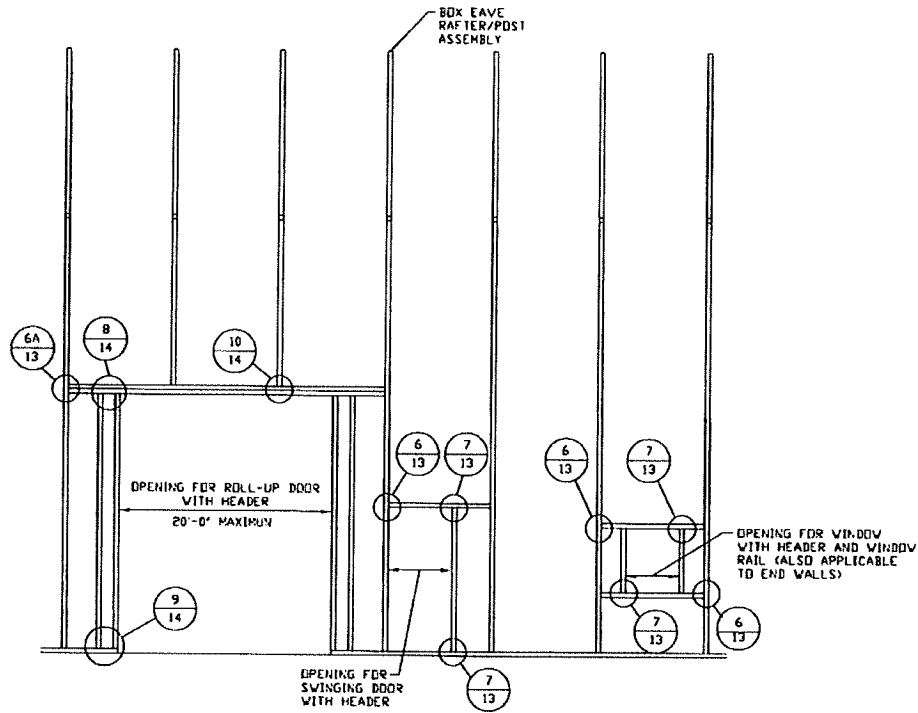
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BOX EAVE RAFTER SIDE WALL AND WALL OPENINGS



TYPICAL BOX EAVE RAFTER SIDE WALL OPENINGS FRAMING SECTION

SCALE: 1/8" = 1'-0"



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187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SCALE: NTS

JOB: NO. 16138S

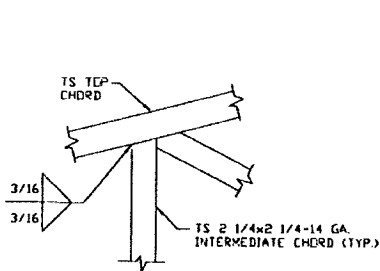
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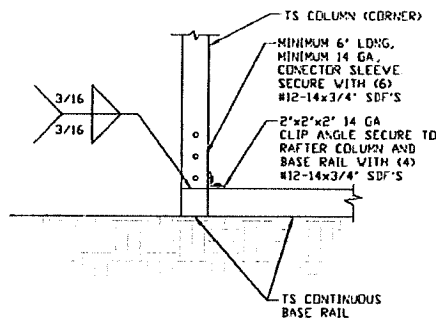
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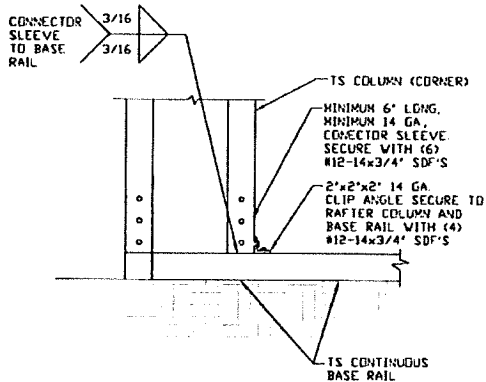
BOX EAVE RAFTER WALL OPENING DETAILS



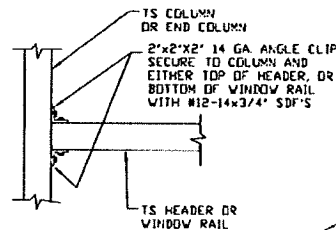
4 INTERMEDIATE CHORD TO TOP CHORD CONNECTION DETAIL
SCALE: NTS



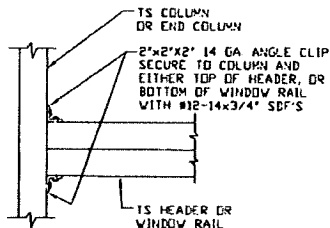
5 END POST/BASE RAIL CONNECTION DETAIL
SCALE: NTS



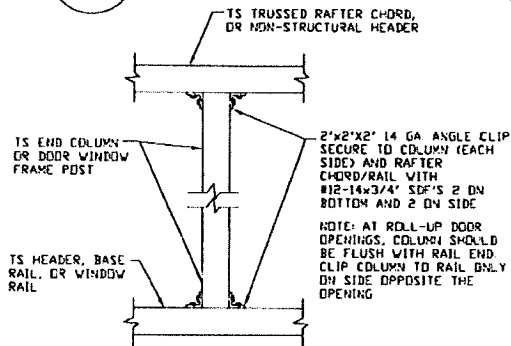
5A END POST/BASE RAIL CONNECTION DETAIL
SCALE: NTS



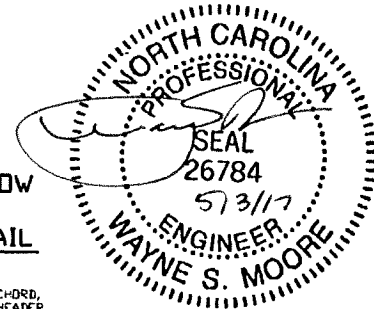
6 HEADER OR WINDOW RAIL TO POST CONNECTION DETAIL
SCALE: NTS



6A DOUBLE HEADER POST CONNECTION DETAIL
SCALE: NTS



7 POST TO HEADER, BASE RAIL, OR WINDOW RAIL CONNECTION DETAIL
SCALE: NTS



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CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

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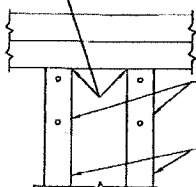
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BOX EAVE RAFTER WALL OPENING DETAILS

NIPPLE TO
HEADER
3/16
3/16



MINIMUM 6' LONG, MINIMUM
14 GA. TS NIPPLE. SECURE
EACH WITH (4) #12-14x3/4"
SDF'S

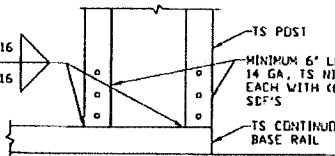
TS POST

8

DOUBLE HEADER/POST CONNECTION DETAIL

SCALE: NTS

NIPPLE TO
BASE RAIL
3/16
3/16



TS POST

MINIMUM 6' LONG, MINIMUM
14 GA. TS NIPPLE. SECURE
EACH WITH (6) #12-14x3/4"
SDF'S

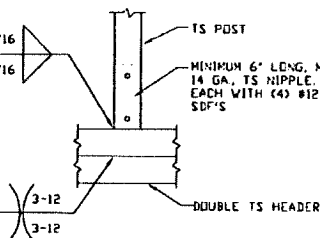
TS CONTINUOUS
BASE RAIL

9

POST/BASE RAIL CONNECTION DETAIL

SCALE: NTS

NIPPLE TO
HEADER
3/16
3/16



TS POST

MINIMUM 6' LONG, MINIMUM
14 GA. TS NIPPLE. SECURE
EACH WITH (4) #12-14x3/4"
SDF'S

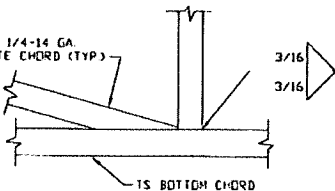
DOUBLE TS HEADER

10

POST/DOUBLE HEADER CONNECTION DETAIL

SCALE: NTS

TS 2 1/4x2 1/4-14 GA.
INTERMEDIATE CHORD (TYP.)



3/16
3/16

TS BOTTOM CHORD

11

INTERMEDIATE CHORD TO BOTTOM CHORD CONNECTION DETAIL

SCALE: NTS

TS TOP
CHORD

3/16
3/16
TYP.

1/2"Ø A325
BOLT (TYP.)

TS 2 1/4x2 1/4-14 GA.
INTERMEDIATE CHORD (TYP.)

3/16
3/16
TYP.

TS BOTTOM
CHORD

TS 2 1/4x2 1/4-14 GA.
CONNECTOR SLEEVE
WITH (6) #12-14x3/4"
SDF'S

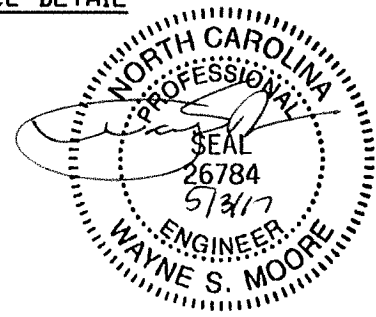
1'-0"

2'-0"

12

TRUSS SPLICE DETAIL

SCALE: NTS



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JOB: NO. 161385

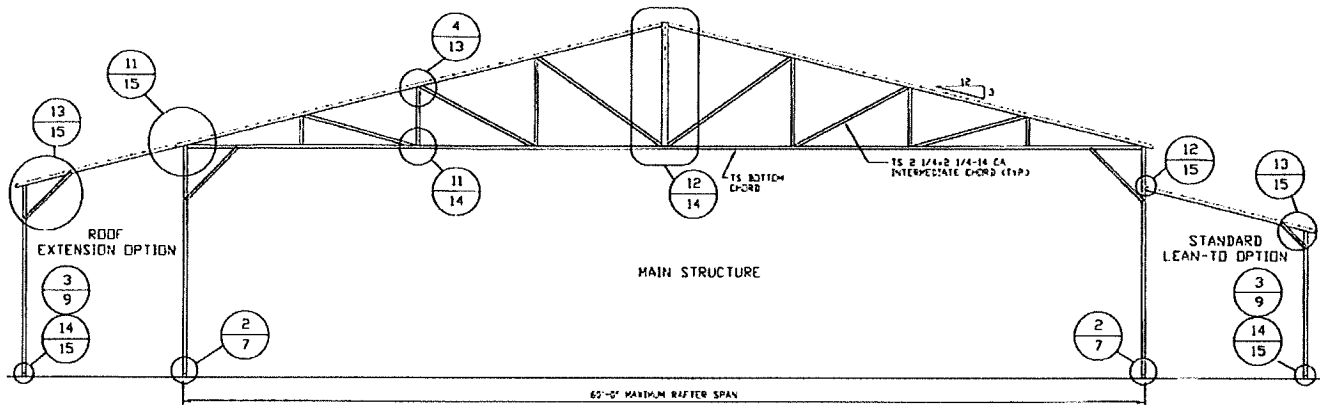
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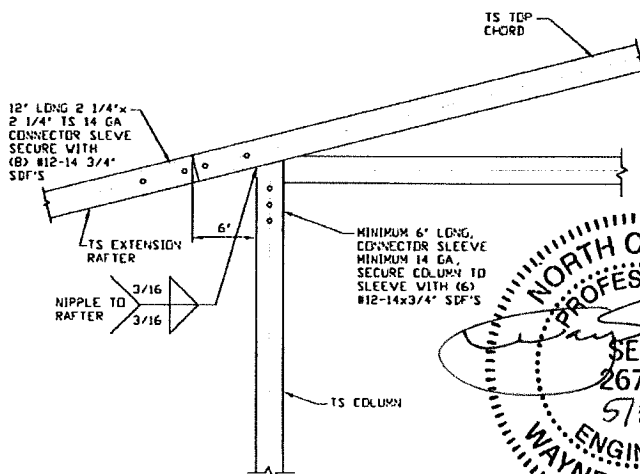
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BOX EAVE RAFTER LEAN-TO OPTIONS (H ≤ 14')



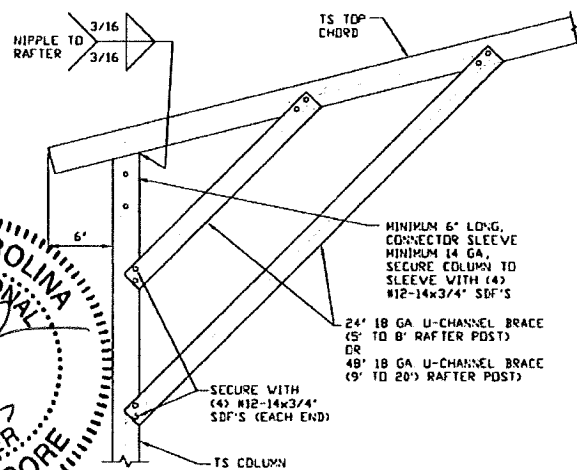
TYPICAL BOX EAVE RAFTER LEAN-TO OPTIONS FRAMING SECTION (BOTH OPTIONS SHOWN)

SCALE: NTS



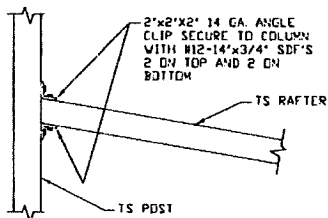
**11 SIDE EXTENSION RAFTER/
CORNER POST DETAIL**

SCALE: NTS



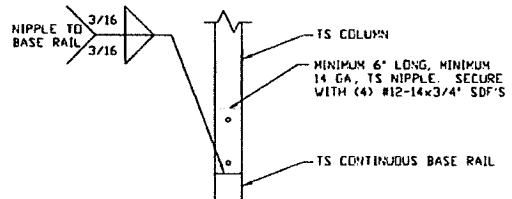
**13 LEAN-TO RAFTER/
CORNER POST DETAIL**

SCALE: NTS



**12 LEAN-TO RAFTER TO RAFTER
POST CONNECTION DETAIL**

SCALE: NTS



**14 LEAN-TO POST
CONNECTION DETAIL**

SCALE: NTS

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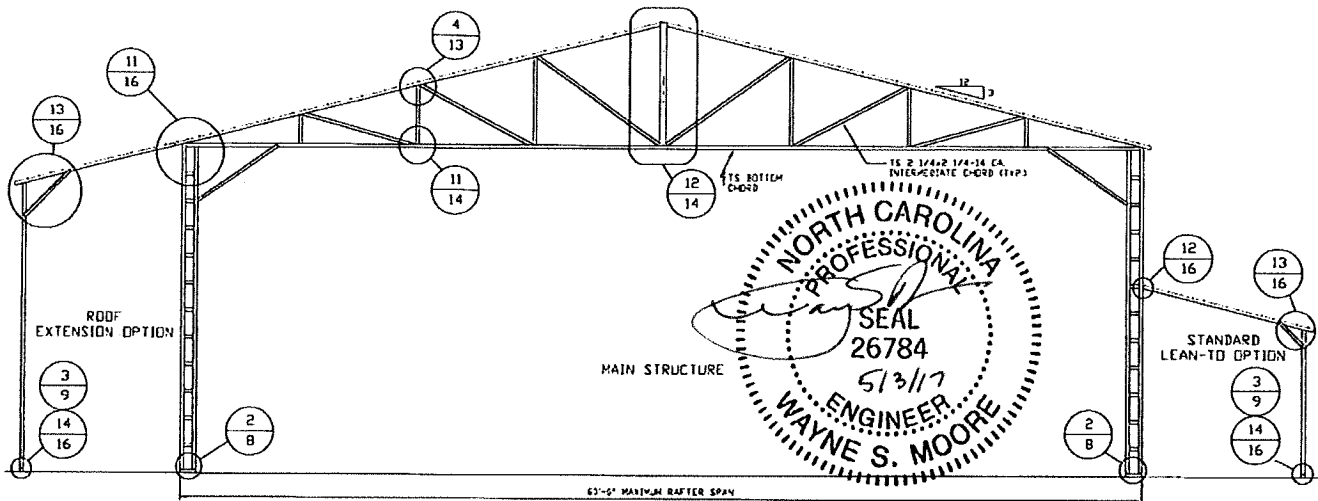
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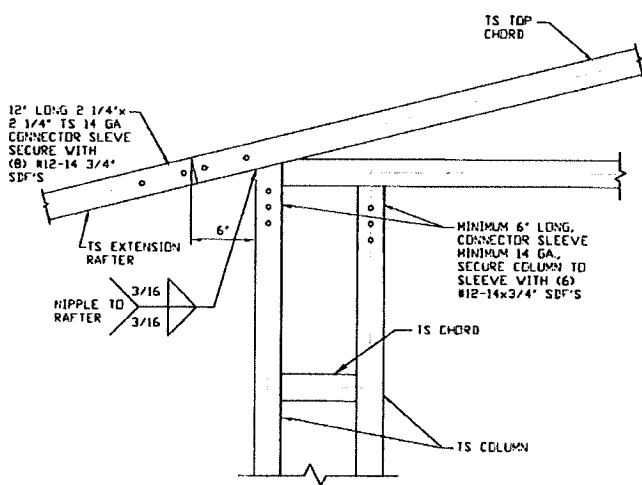
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BOX EAVE RAFTER LEAN-TO OPTIONS (14' < H ≤ 20')



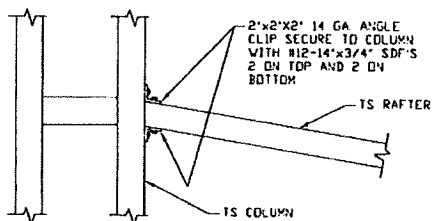
TYPICAL BOX EAVE RAFTER LEAN-TO OPTIONS FRAMING SECTION (BOTH OPTIONS SHOWN)

SCALE: NTS



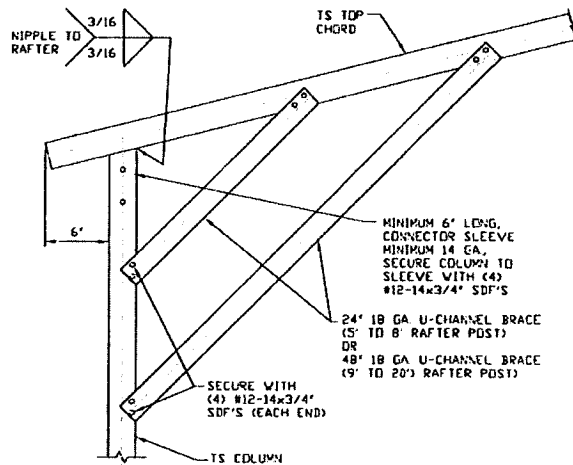
11 SIDE EXTENSION RAFTER/
CORNER POST DETAIL

SCALE: NTS



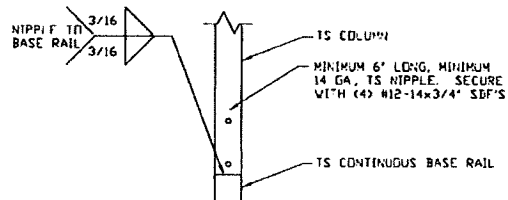
12 LEAN-TO RAFTER TO RAFTER
POST CONNECTION DETAIL

SCALE: NTS



13 LEAN-TO RAFTER/
CORNER POST DETAIL

SCALE: NTS



14 LEAN-TO POST
CONNECTION DETAIL

SCALE: NTS

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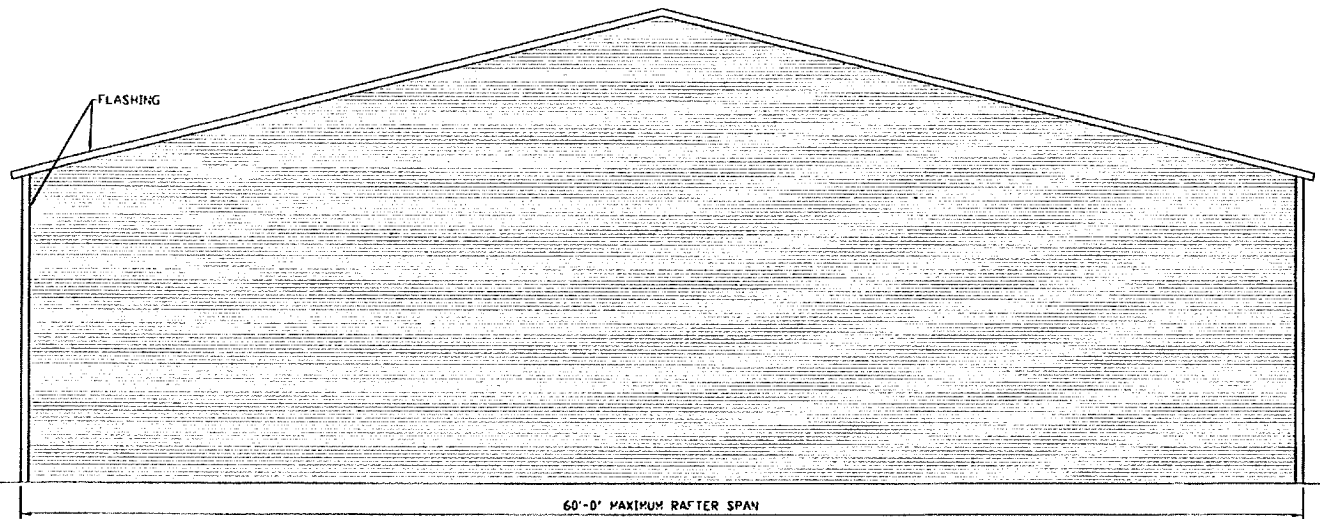
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REV.: 0

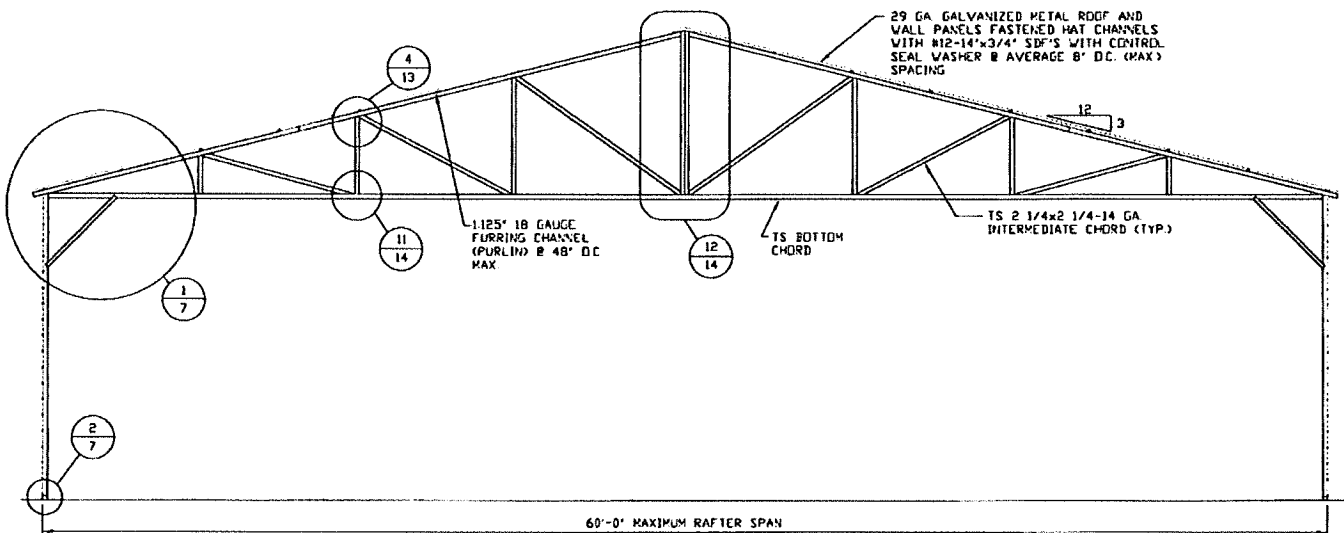
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BOX EAVE RAFTER VERTICAL ROOF OPTION ($H \leq 14'$)



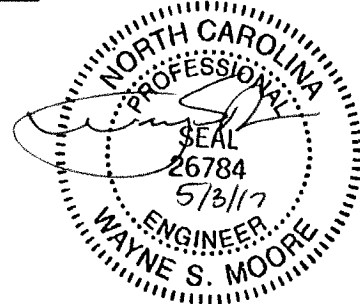
TYPICAL END ELEVATION VERTICAL ROOF

SCALE: 1/8" = 1'-0"



TYPICAL SECTION VERTICAL ROOF OPTION

SCALE: 1/8" = 1'-0"



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

JOB: NO. 16138S

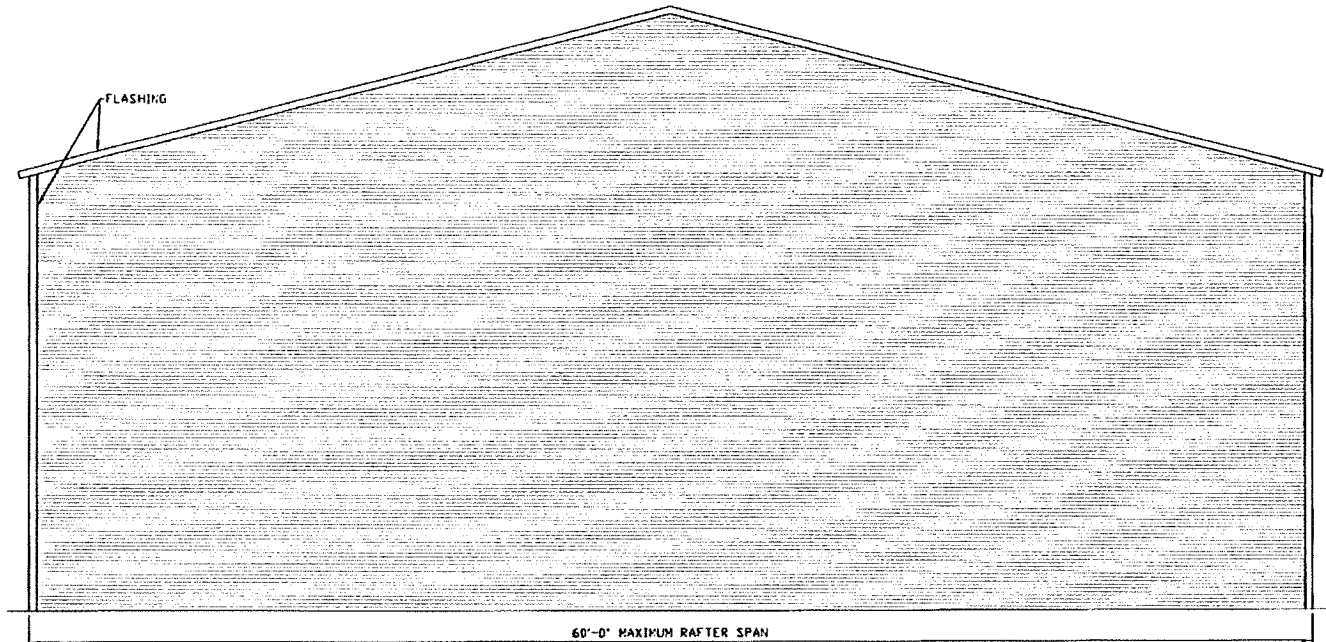
SHT. 17

DWG. NO: SK-3

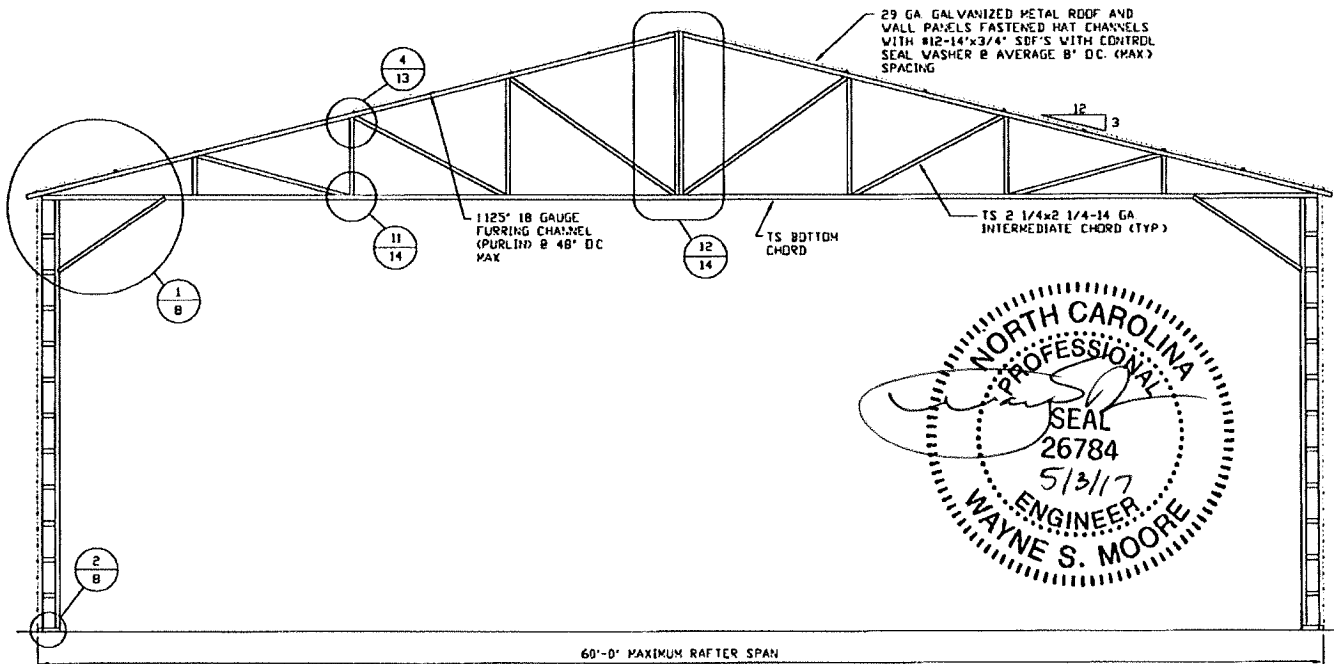
REV: 0

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BOX EAVE RAFTER VERTICAL ROOF OPTION (14' < H ≤ 20')



TYPICAL END ELEVATION VERTICAL ROOF
SCALE: NTS



TYPICAL SECTION VERTICAL ROOF OPTION
SCALE: 1/8\" = 1'-0"



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SHT. 18

SCALE: NTS

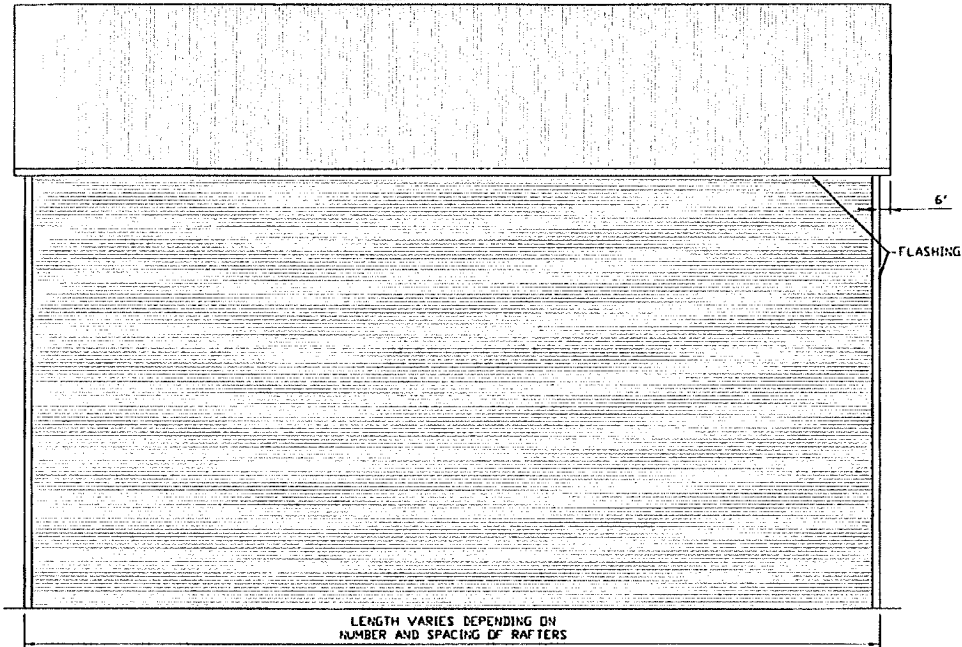
DWG. NO: SK-3

JOB: NO. 16138S

REV: 0

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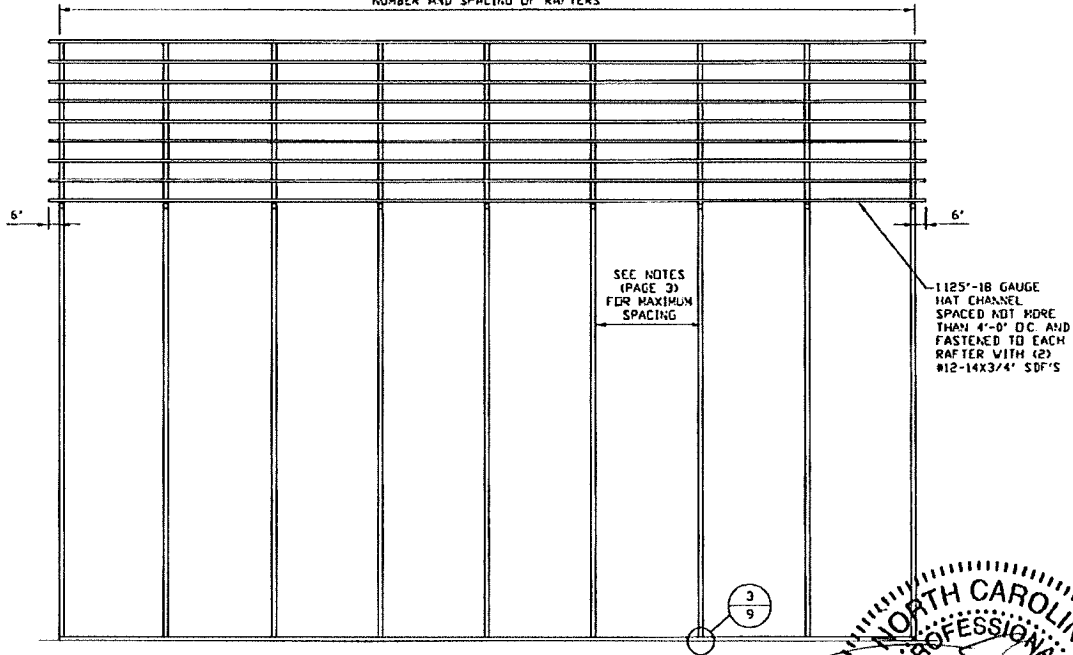
BOX EAVE RAFTER VERTICAL ROOF OPTION



TYPICAL SIDE ELEVATION VERTICAL ROOF

SCALE: 1/8" = 1'-0"

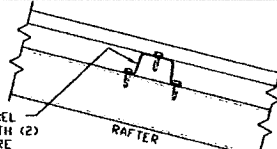
LENGTH VARIES DEPENDING ON
NUMBER AND SPACING OF RAFTERS



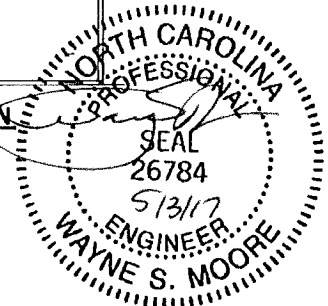
TYPICAL FRAMING SECTION VERTICAL ROOF OPTION

SCALE: 1/8" = 1'-0"

1125' 18 GAUGE FURRING CHANNEL
FASTENED TO EACH RAFTER WITH (2)
1/4"x3/4" SDF SPACED NOT MORE
THAN 48" O.C.



ROOF PANEL ATTACHMENT (ALTERNATE FOR VERTICAL ROOF PANELS)



MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SHT. 19

SCALE: NTS

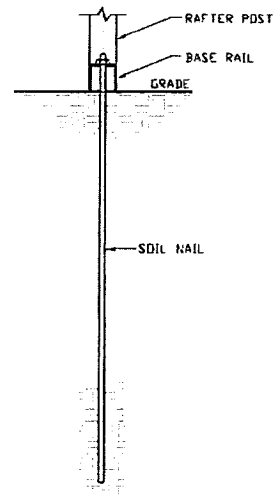
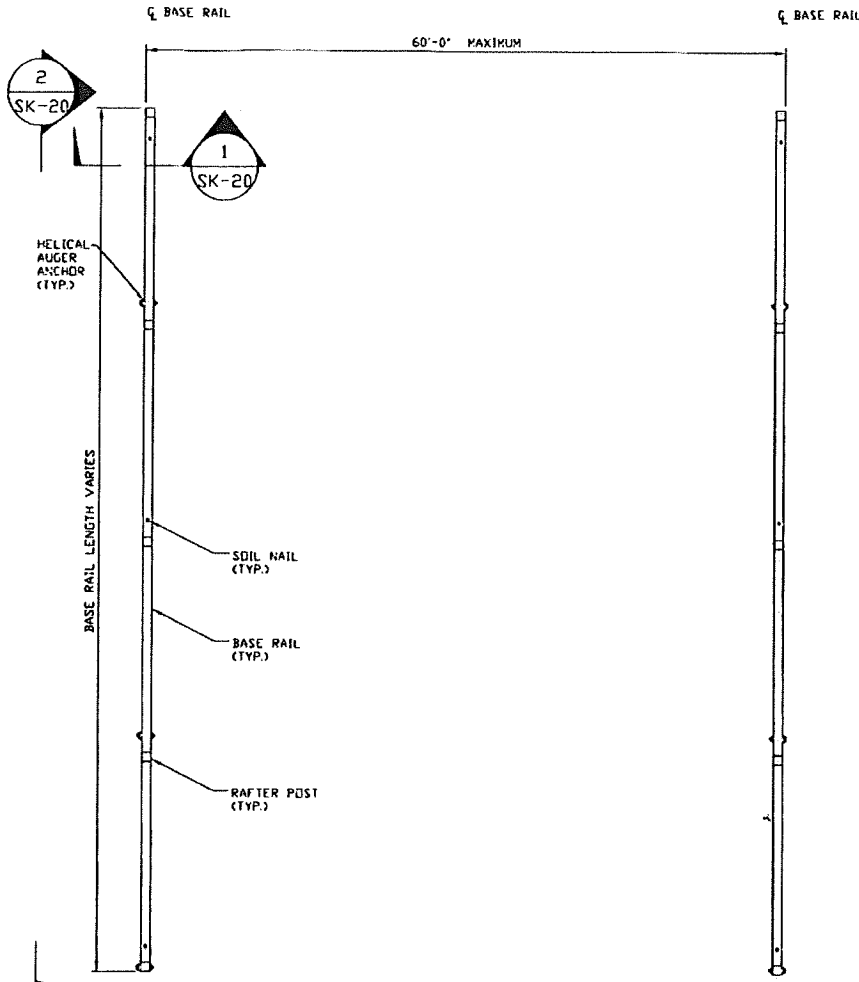
DWG. NO: SK-3

JOB: NO. 16138S

REV: 0

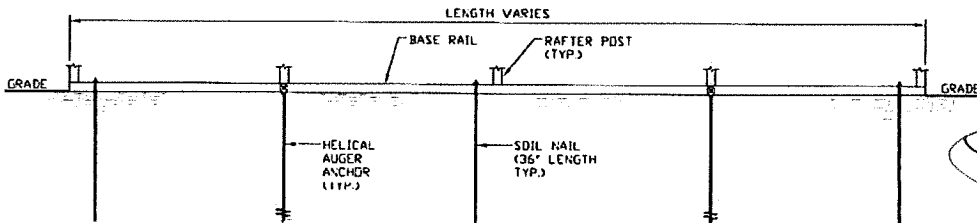
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BASE RAIL ON GRADE APPLICATION



SECTION 1
SCALE: NTS
SK-20

BASE RAIL PLAN
SCALE: NTS

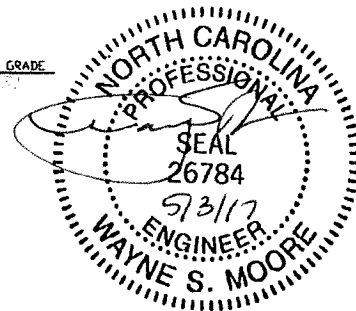


HELIX ANCHOR	
SIDE LENGTH	SPACING
20'	20'
25'	25' NOTE 2
30'	15' (EVERY OTHER POST)

SECTION 2
SCALE: NTS
SK-20

NOTES:

1. INSTALLATION OF SOIL NAILS OR EXPANSION ANCHORS ALSO APPLY TO END WALLS.
2. FOR EXPOSURE C USE 15' SPACING. (EVERY OTHER POST)
3. SOIL NAILS TO BE USED FOR LOW WIND SPEED ONLY.



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

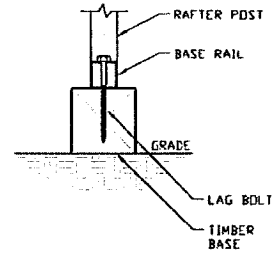
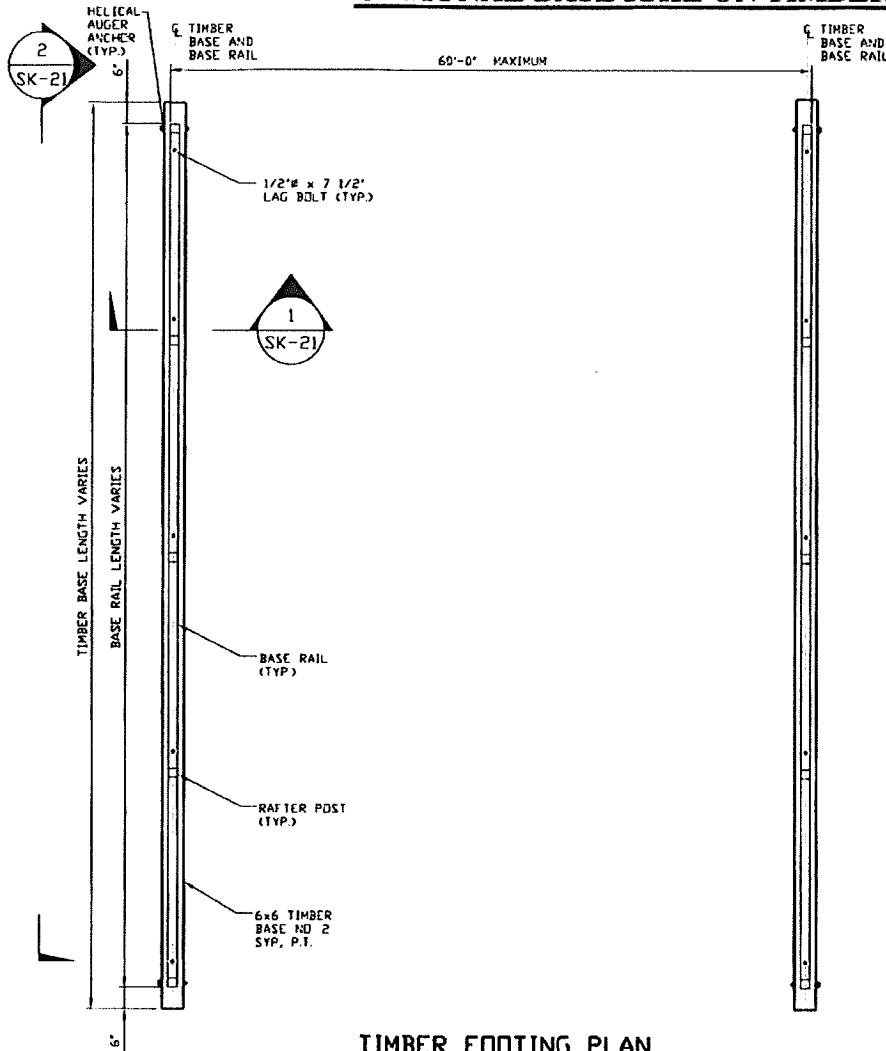
JOB: NO. 16138S

DWG. NO: SK-3

REV: 0

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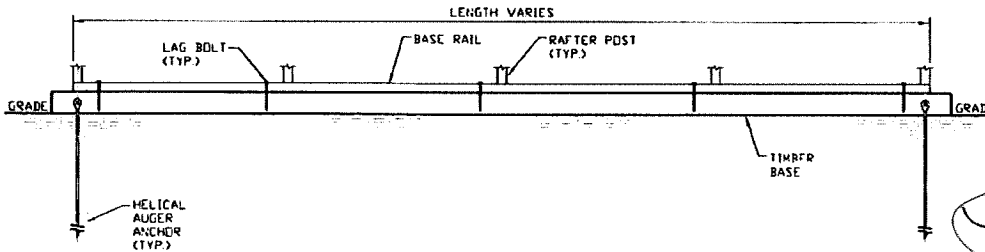
OPTIONAL BASE RAIL ON TIMBER BEAM



SECTION 1
SCALE: NTS

TIMBER FOOTING PLAN

SCALE: NTS

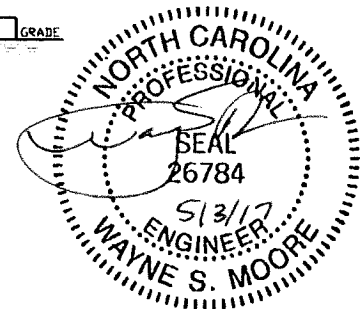


SECTION 2
SCALE: NTS

HELIX ANCHOR	
SIDE LENGTH	SPACING
20'	20'
25'	25' NOTE 2
30'	15' (EVERY OTHER POST)

NOTES:

1. INSTALLATION OF SOIL NAILS OR EXPANSION ANCHORS ALSO APPLY TO END WALLS.
2. FOR EXPOSURE C USE 15' SPACING (EVERY OTHER POST)



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSM

CLIENT: CCI

**CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SHT. 21

SCALE: NTS

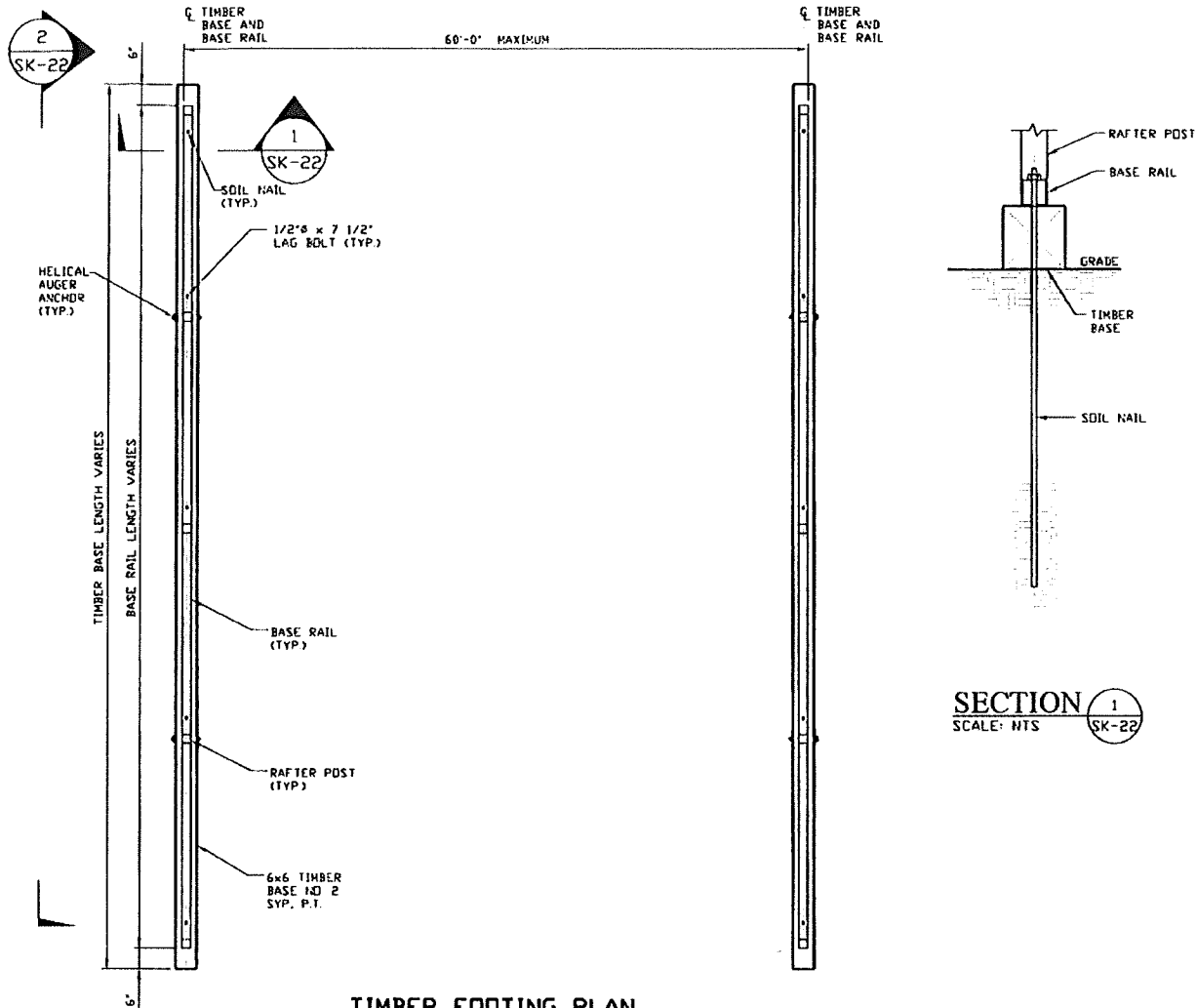
DWG. NO: SK-3

JOB: NO. 16138S

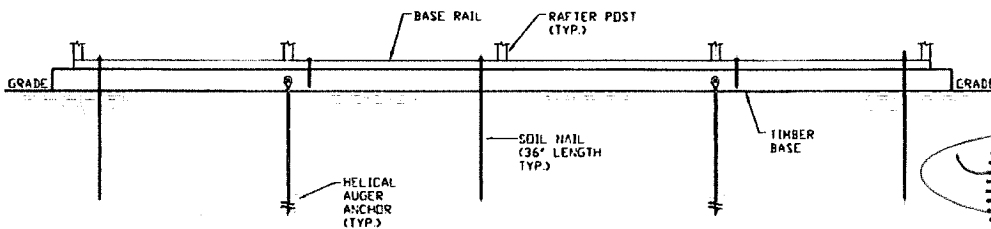
REV: 0

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OPTIONAL BASE RAIL ON TIMBER BEAM WITH SOIL NAIL



TIMBER FOOTING PLAN
SCALE: NTS

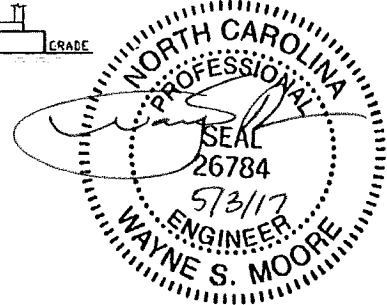


SECTION 2
SCALE: NTS SK-22

HELICOIDAL ANCHOR	
SIDE LENGTH	SPACING
20'	20'
25'	25' NOTE 2
30'	15' (EVERY OTHER POST)

NOTES:

1. INSTALLATION OF SOIL NAILS OR EXPANSION ANCHORS ALSO APPLY TO END WALLS.
2. FOR EXPOSURE C USE 15' SPACING (EVERY OTHER POST)
3. SOIL NAILS TO BE USED FOR LOW WIND SPEED ONLY.



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSH

CLIENT: CCI

**CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE**

DATE: 12-15-16

SCALE: NTS

JOB: NO. 16138S

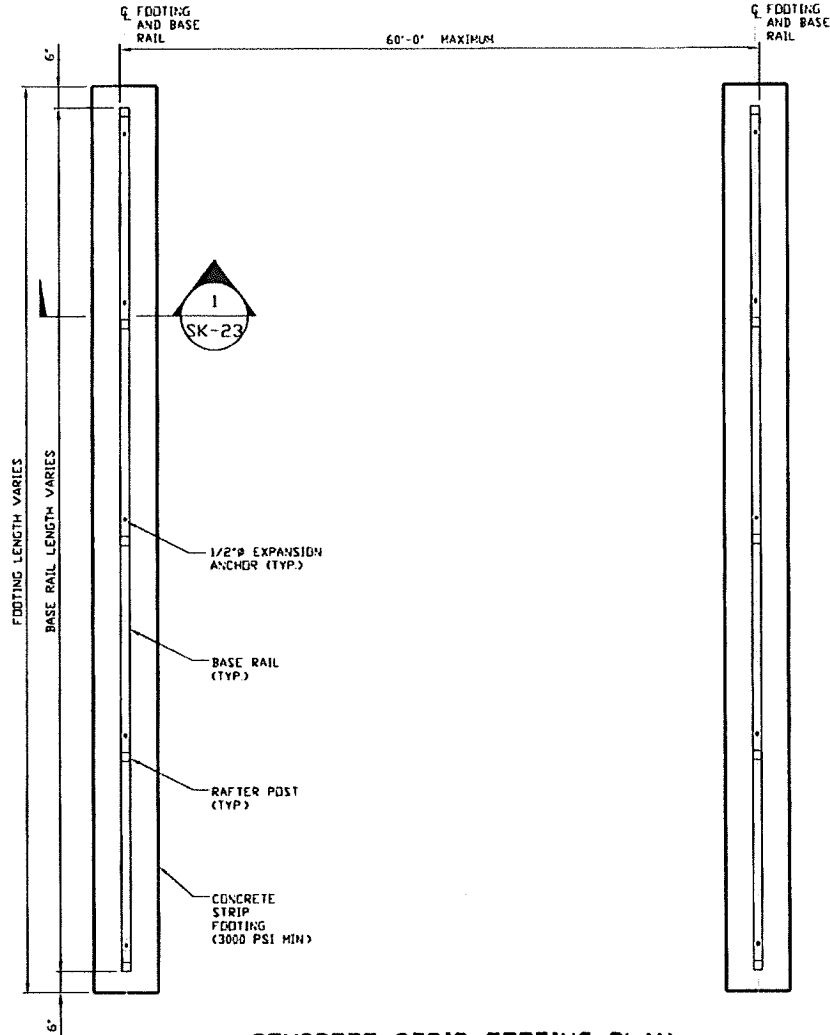
SHT. 22

DWG. NO: SK-3

REV: 0

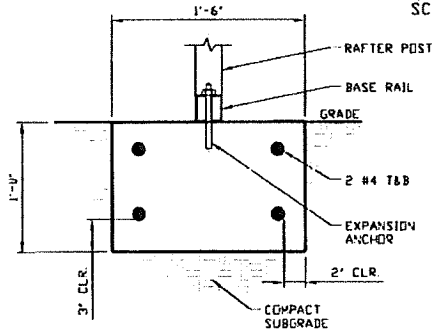
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OPTIONAL CONCRETE STRIP FOOTING

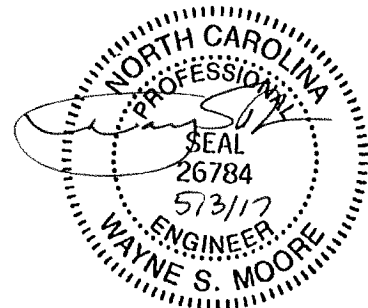


CONCRETE STRIP FOOTING PLAN

SCALE: NTS



SECTION 1
SCALE: NTS



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSH

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SCALE: NTS

JOB: NO. 16138S

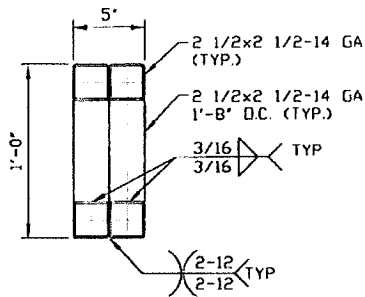
SHT. 23

DWG. NO: SK-3

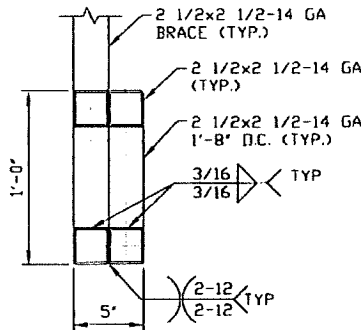
REV: 0

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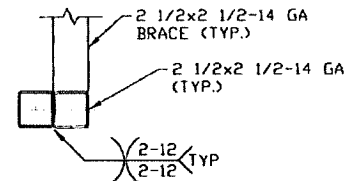
OPTIONAL DOOR HEADER AND SIDEWALL HEADER SUPPORT BRACING



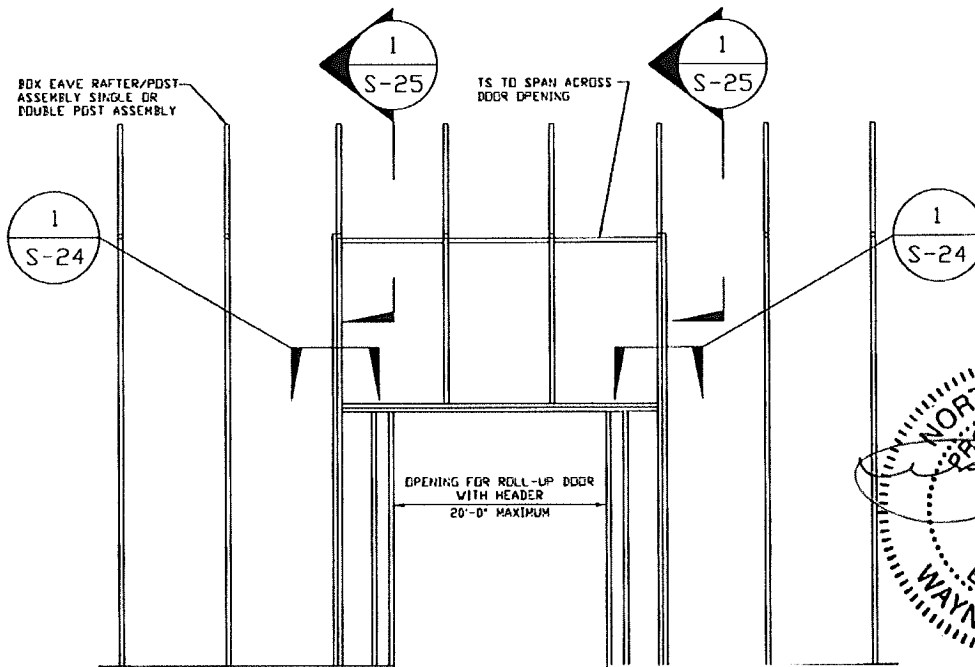
**HEADER DETAIL FOR DOOR
OPENINGS 12' < LENGTH <= 20'**
SCALE: NTS



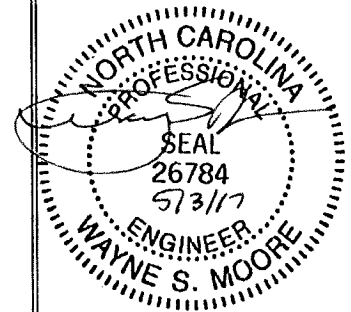
1A **HEADER SUPPORT
BRACING LACED LEG**
SCALE: NTS



1B **HEADER SUPPORT
BRACING SINGLE LEG**
SCALE: NTS



BOX EAVE RAFTER SIDE WALL OPENING WITH HEADER SUPPORT BRACING
SCALE: 1/8" = 1'-0"



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: JRS

CHECKED BY: PDH

PROJECT MGR: WSM

CLIENT: CCI

CAROLINA CARPORTS, INC.
187 CARDINAL RIDGE TRAIL
DOBSON, NC 27017
60'x20' ENCLOSED STRUCTURE

DATE: 12-15-16

SHT. 24

SCALE: NTS

DWG. NO: SK-3

JOB: NO. 16138S

REV: 0

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The image contains two structural drawings, 1A and 1B, showing header support bracing for trusses. Drawing 1A is titled "HEADER SUPPORT BRACING LACED LEG" and Drawing 1B is titled "HEADER SUPPORT BRACING SINGLE LEG". Both drawings are at a scale of NTS (Not To Scale).

Drawing 1A: HEADER SUPPORT BRACING LACED LEG

- Labels include: TS TOP CHORD, TS BOTTOM CHORD, TS KNEE BRACE (TYP.), TS CHORD, TS COLUMN, TS 1/4x2 1/4-14 GA INTERMEDIATE CHORD, TS 1/2x2 1/2 14 GA (TYP.), 3/16, and TYP.
- Dimensions: 3, 12, 3'-6".
- Notes: 1A, SCALE: NTS.

Drawing 1B: HEADER SUPPORT BRACING SINGLE LEG

- Labels include: TS TOP CHORD, TS BOTTOM CHORD, TS KNEE BRACE (TYP.), TS COLUMN, TS 1/4x2 1/4-14 GA INTERMEDIATE CHORD, TS 1/2x2 1/2 14 GA (TYP.), 3/16, and TYP.
- Dimensions: 3, 12, 3'-6".
- Notes: 1B, SCALE: NTS.

Professional Engineer Seal:

- North Carolina Professional Engineer Seal.
- Wayne S. Moore, Engineer.
- 26784.
- 5/3/17.

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REV. 1 0

NORTH CAROLINA

ROWAN COUNTY

SPECIALIZED FIXED BASE OPERATION
AND SKYDIVING CENTER LEASE
AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT, entered into this ____ day of _____, 2020, by and between the Rowan County, North Carolina, a body politic, and _____ Piedmont Skydiving, LLC, a North Carolina limited liability company _____, hereinafter called "Lessee":

WITNESSETH

THAT WHEREAS, Rowan County is duly empowered to operate, manage and control Mid-Carolina Regional Airport (RUQ) and all facilities located thereon under the authority of N.C.G.S. § 6353(3) and by Resolution of the Board of Commissioners of Rowan County, North Carolina; and whereas, Lessee is a provider of instructional skydiving and recreational skydiving activities and proposes to provide such services at the Airport in Rowan County as a fixed base operator; and whereas, Rowan County has determined that a SASO skydiving center is a legitimate aeronautical activity which may be beneficial, and may accommodate the needs of the general public and persons and firms using the facilities of the Airport.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth hereafter, the parties do hereby agree with each other as follows:

1. LEASED PREMISES AND OPERATING AGREEMENT.

1.1. LEASED PREMISES. Rowan County hereby leases to Lessee, and Lessee hereby accepts from Rowan County, as tenant, that certain "Ground Area" located at the airport consisting of approximately 490,000 square feet within a 700 foot by 700 foot area, together with non-exclusive access to that certain "Parking Area" consisting of 29,375 square feet within a 235 foot by 125 foot area, both more particularly shown in Exhibit A attached hereto and hereinafter referred to as Leased Premises. The Ground Area shall be non-exclusive and used by Lessee during the Term hereof; provided, however, Lessor has the unqualified and unilateral right to relocate said Ground Area at any time during the Term should Lessor show to Lessee that such relocation is for imminent future development of the Airport and either all or a portion of the Ground Area is necessarily required for such development. Pursuant to the Terms hereinbelow,

Lessor shall make other acceptable area(s) of the Airport available to Lessee and pay any relocation amounts, if required.

1.2. OPERATING AGREEMENT. Rowan County hereby grants to Lessee the rights and privileges to conduct special fixed base operations at the Airport, apart from the lease of premises as set forth above, specifically as a Specialized Aviation Service Operation (SASO) to include skydiving instruction and activities pursuant to Federal Aviation Regulations Part 105.23 as necessary to maintain a recreational skydiving center and providing skydiving training and recreation, in accordance with the terms hereinafter set forth.

2. TERM AND TENANT IMPROVEMENTS.

2.1. TERM OF OPERATING AGREEMENT. The term of this agreement for the Lessee to conduct SASOs at the Airport shall be for a period of TEN (10) year(s) commencing on the 1st day of March, 2020, and running through the 28th day of February, 2030, together with TWO Options to Extend of FIVE (5) years each, unless sooner terminated in accordance with the provisions of this agreement. Between the date of execution of this agreement, Lessee shall have access to the premises to begin site preparation and construction of the buildings contemplated herein, so long as Tenant insurance coverage is in place prior to that date.

2.2. TENANT IMPROVEMENTS. Tenant intends to place new buildings for its use on the Leased Premises at Tenant's sole cost subject to the following:

- a. Prior to any construction of Tenant Improvements, Tenant must submit any plans and specifications to Rowan County for Rowan County's written approval as to design and location.
- b. Tenant must procure all necessary construction permits and have the same inspected and approved with the issuance of a Certificate of Occupation or Completion.
- c. It is the understanding of the Rowan County and Tenant, that the costs of Tenant's Improvements shall exceed \$250,000.00, and that the buildings will be of such construction type that they can be removed at some future date without permanent damage to Rowan County's property. To that end, in the event Rowan County terminates this Lease prior to the end of the Second Amended Term, Tenant may remove Tenant's Improvements and repair and

replace the Premises to its original condition. Furthermore, in the event Rowan County terminates this Lease prior to the end of the Second Amended Term for purposes related strictly to Rowan County's use and management of the Airport, Rowan County shall pay to Tenant as liquidated damages an amount equal to the fixed costs of Tenant's removal of Tenant Improvements; provided, however, that the parties shall receive costs estimates for such removal and agree on the final cost.

- d. Rowan County hereby agrees to provide comparable space within the Airport grounds, wherein "comparable" shall mean a safe landing area and Ground Area not less than 75% of the current Ground Area, a Parking Area and a Landing Area without drop zone restrictions greater than exist during any term hereof.
- e. In the event Rowan County takes more than 25% of the existing Leased Premises necessary for its Airport Operations, then the Rent Amount shall abate prorata based on the remaining square footage or Tenant may terminate this Agreement and subsection 2(c) above shall apply.

3. RENTALS, FEES AND CHARGES.

3.1. FIXED RENT FOR LEASE OF PROPERTY AND CONSTRUCTION PERIOD ABATEMENT. As consideration for the lease of the Ground Area, Parking Area and the agreement to permit Lessee to operate as a SASO of skydiving activities, during the term of the lease, Lessee agrees to pay to Rowan County rent in the amount of ONE Thousand and no/100 Dollars (\$1,000.00); provided, however, Tenant shall have access to the Ground Area beginning on the 1st day of March, 2020, but the Rent herein shall be abated for the initial Construction Period of FOUR (4) months. The first Rent Amount payment shall be due on July 1, 2020, and a like sum payable on the 1st day of each successive month thereafter to and including the 1st day of the final month of the Term. If the rent is not paid to Rowan County on or before the 5th day of each month, there shall be a late fee of fifteen dollars (\$15.00). There shall be an additional fee of twenty-five dollars (\$25.00) if the rent is not paid on or before the fifteenth day of each month.

After the fifth year (5th) of the Initial Term, Rowan County shall have the right to increase the rent by not more than ten percent (10%) for the remainder of the Initial Term, and may again increase said Rent in the same manner for any Renewal Terms of the lease.

3.2. UTILITIES AND TAXES. Lessee shall be responsible for all utilities for the demised premises and shall pay any invoices for such utilities before they are past due. Failure to pay the utilities in a timely manner shall be considered a material breach of this lease and shall give Rowan County the right to enforce the terms of the lease as set forth herein with respect to any material breach of said lease. Lessee shall be responsible for listing its Business Personal Property for tax purposes and shall be responsible for payment of all sums due therefore.

3.4 PLACE OF PAYMENTS. All payments due Rowan County from the Lessee shall be paid at the office of the Airport Director for the Rowan County Airport, Salisbury, North Carolina unless otherwise specified in writing delivered to Lessee.

3.5. RECORD KEEPING. Lessee agrees to maintain records related to inspection, repair, and operation of any aircraft and other equipment operated by Lessee, of the types and for the duration required by regulation. Lessee agrees that any and all such records will be made available for review as required by law.

3.6. REVIEW OF SPECIFIC RECORDS HELD BY LESSEE. Lessee agrees to allow inspection, by the Airport Director or Rowan County Manager, of any and all aircraft records in its possession related to the inspection, repair, or operation of aircraft and other equipment serviced by Lessee.

4. RIGHTS OF LESSEE; MINIMUM SERVICES TO BE PROVIDED.

4.1. Lessee is hereby granted the non-exclusive right and privilege to engage in business as a Special Fixed Base Operator at the Airport for the SASO services referenced above and shall maintain any licenses necessary to conduct such operations and shall employ only individuals who are duly licensed for the activities that Lessee and the individual employ are performing. Lessee shall also ensure compliance with any and all federal, state and local regulations including those set by the FAA that govern operation of skydiving activities, including, but not limited to, Part 105 of the Federal Aviation Regulations.

4.2. APPURTENANT RIGHTS. In addition to the rights herein specifically granted, Lessee shall have the following appurtenant rights:

(a) Use of Public Areas The non-exclusive right in common with others to use the public portions of the Airport and the appurtenances thereto, subject to all ordinances, rules and regulations in effect and hereafter promulgated by Rowan County from time to time, in its discretion and subject to approvals by NCDOT and FAA.

(b) Ingress and Egress. The right in common with others of free ingress to and egress from the leased premises over Airport roads, driveways and common vehicular areas as designated from time to time by Rowan County.

(c) Signs. The right to install and operate at its own expense signs denoting its occupancy of the leased premises; PROVIDED, HOWEVER, that the number, size, type, design and location of all signs displayed or maintained in view of the general public shall be subject to the prior written approval of Rowan County, such consent not to be unreasonably withheld. Any signs not so approved may be removed by Rowan County at the expense of Lessee, and the total costs of such removal shall be and become due and payable by Lessee to Rowan County upon receipt of Rowan County's invoice for the same.

4.3. DISCONTINUANCE. Omitted.

4.4 UNAUTHORIZED ACTIVITIES. Lessee shall not engage in any business not authorized in this Agreement; Lessee shall not engage in any aeronautical activities at the airport until specific authorization is granted by the FAA or any other governmental agency having jurisdiction over Lessee's operations.

4.5 RIGHTS RESERVED. All rights and activities not herein expressly granted to Lessee, or reasonably incidental and necessary to the exercise of the rights specifically granted to Lessee as a Fixed Base Operator are hereby reserved and retained by Rowan County.

5. USE OF PREMISES.

5.1. USE BY LESSEE. During the term of this Agreement, the leased premises shall be used and occupied by Lessee solely for the purposes set forth and enumerated in Article 4. Lessee shall not use or permit the leased premises to be used for any other purpose whatsoever without the prior written consent of Rowan County.

5.2. LICENSED PERSONNEL. Lessee shall be and shall employ or contract only with trained personnel who hold valid and current certificates, ratings, and licenses to perform all services which Lessee is authorized by this Agreement to offer to the public, including but not limited to, licenses required and issued by the federal Aviation Administration and all Federal, State and local agencies having jurisdiction and control over the activities engaged in by the Lessee.

5.3. STORAGE OF HAZARDOUS MATERIAL. Lessee shall not store any

hazardous material, including but not limited to, aviation fuels, propellants, or lubricants, without full and prior knowledge of Rowan County. Lessee agrees to furnish safe and appropriate containment for said hazardous materials and abide by all pertinent safety and environmental regulation.

6. OPERATING STANDARDS AND OBLIGATIONS.

6.1. OPERATING STANDARDS. Lessee represents to Rowan County that it, or its affiliate organizations have the financial capability, technical experience and knowledge in the field of the SASOs that it proposes to provide, and that it will conduct all activities and provide all services equal to or in excess of the highest standards for SASOs. Lessee shall furnish prompt and efficient services adequate to meet all reasonable demands for the services authorized herein, on a fair, reasonable and nondiscriminatory basis to all users at the Airport. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for its services; provided however, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other types of price reductions to volume purchasers. Lessee shall maintain a professional environment with respect to its operations and shall exercise reasonable and prudent care to ensure neither it nor its employees, or invitees engage in "Prohibited Activities". "Prohibited Activities" shall include, but are not limited to the possession or use of alcohol or illegal drugs, camping, bonfires, cooking on an open fire, and parking RV'S or campers on airport or Rowan County property.

6.2 CONTROL. Lessee shall exercise reasonable and prudent care to control the conduct, demeanor and work activities of its employees, and shall be responsible for the safety of property and persons who may in any way be affected by the Lessee's business.

6.3. ENVIRONMENTAL MATTERS. Rowan County represents that it has performed, or has had performed, an environmental audit and has determined the leased premises and the Rowan County Airport to be free of contamination or pollution prior to the commencement of Lessee's operations. Lessee shall indemnify and hold Rowan County harmless from damage or injury resulting from hazardous material or petroleum product contamination or pollution of the leased premises and the airport occurring or existing after the commencement of Lessee's operations on the leased premises.

6.4. INSPECTION OF PREMISES. During the term of this Agreement, Rowan County's authorized representatives shall be permitted to enter upon the leased premises at all reasonable times for the purpose of making inspection of said premises, or for any other purpose necessary for, incidental to, or connected with the performance of Rowan County's governmental functions under federal, state, or local rules, regulations, and laws,

including but not limited to necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing and fire codes, or other health, safety, and general welfare regulations enforced pursuant to Rowan County's police powers. Additionally, Lessee's rights under this Agreement shall be subject to all existing and future utility easements and rights-of-way for the installation, maintenance, inspection, repair, or removal of public utilities such as electric, gas, water, sewer or other public utilities which are owned or operated by Rowan County or utility companies. Lessee represents that it has inspected the leased premises with respect to the location of existing public utilities and necessary easements therefore, specifically including underground utilities, and Lessee agrees to take all measures to avoid injury, damage or interruption of services provide by said utilities. Lessee agrees that all present utilities do not unreasonably or unnecessarily interfere with Lessee's use or development of the leased premises.

7. INSURANCE.

7.1 REQUIREMENTS. Lessee shall procure and maintain in full force and effect at all times and at its sole expense the insurance coverages in amounts required by Rowan County.

7.2. NOTICE OF CANCELLATION OF COVERAGE, Each of the Insurance policies and certificates required herein, except for workers compensation Insurance, shall show Rowan County as additional named insured, and shall bear the following provision:

This policy cannot be canceled, reduced in amount or coverage, eliminated in less than thirty days after the insurer mails written notice to the insured and Rowan County giving notice of such alteration, cancellation or reduction in coverage sent by certified mail to Rowan County at the following address: County Manager, 130 West Innes Street, Salisbury, North Carolina, 28144.

8. INDEMNIFICATION. To the extent not covered by the insurance carried for Rowan County's benefit, Lessee shall indemnify and hold harmless Rowan County from and against any and all liability claims, demands, suits, judgments, costs, and expenses (including attorney's fees), which may be incurred by Rowan County by reason of any act or omission of Lessee, its employees, or agents or any other person or entity for whom the Lessee is or may be legally liable, asserted by any person or persons, on account of (a) the death of or injury to any person; (b) loss of or damage to property; (c) the violation of FAA security requirements by any person using the leased premises, or gaining access to restricted areas of the airfield over or through premises leased or controlled by Lessee: resulting from Lessee's activities and operation as a Fixed Base

Operator when applicable, or any act or omission by the Lessee while exercising the rights and privileges granted in this Agreement; excepting, however, any claims, actions, liability, or expense which may be incurred by reason of the sole negligence of Rowan County.

Furthermore, Lessee shall require each skydiver, prior to any jump, to sign releases of liability, agreements not to sue, indemnification agreements, assumption of risk agreements and waivers which shall specifically include and cover Rowan County, the Rowan County Airport and their Commissioners, officers, employees, agents and servants and shall be approved in advance by Rowan County.

9. INDEPENDENT CONTRACTOR. In exercising all rights and privileges as a fixed base operator at the Airport, including Lessee's use of the terminal building and other public use areas, and in the use of the premises leased from Rowan County by the Lessee, Lessee is an independent contractor and not an agent or employee of Rowan County and Rowan County shall not be liable for any acts or omissions of the Lessee. Notwithstanding that the Lessee shall have the use of the Airport to conduct limited and/or specialized FBO Operations and the use of the terminal building pilot lounge and classroom space, Lessee will not hold itself out as the agent, employee, or representative of Rowan County Airport, the Airport Commission or Rowan County and shall, by appropriated signs and notices, notify the public that the conduct of its business and the use of said premises is as an independent contractor.

10. ASSIGNMENT. Neither the whole nor any part of this Agreement nor the leased premises may be assigned, transferred, or sublet by the Lessee without the prior written consent of Rowan County.

11. DEFAULT BY TENANT. The happening or omission of any one or more of the following listed events shall constitute a breach of this Agreement by Lessee, and shall make void any obligations of Rowan County in Section 2 hereinabove:

(a) The failure of Lessee to pay any rent, fees, charges or other amount due the omission after the same becomes due and payable pursuant to the provisions of this Agreement.

(b) The failure of Lessee to perform any act which it is required to perform pursuant to the provisions of this Agreement, or to otherwise comply with any term or provision hereof, within ten (10) days after receipt of written notice thereof from Rowan County, during which said ten (10) days Lessee shall have a right to cure such failure Including compliance with FAA, NCDOT and any other federal, state and local regulations and any safety and operating agreements entered into by Lessee.

(c) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts.

(d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Lessee.

(f) The assignment by Lessee of any or all of its property or assets for the benefit of creditors.

(g) The levy of execution, attachment or other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, in satisfaction of any judgment, debt or claim.

(h) The abandonment of the leased premises by Lessee, or failure by Lessee to conduct Special FBO services at the leased premises on a continuing basis, except for reasons giving Lessee the right to cancel this Agreement as provided herein. The parties hereto understand that the services contemplated herein are seasonal in nature and that Lessee may only operate its business two to three days per week weather permitting. Abandonment as used herein shall mean continuous non-use by Lessee for more than one-hundred and twenty (120) days without notice to Lessor indicating the reasons therefore.

11.2. NO WAIVER. No waiver by Rowan County of default by the Lessee of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Lease Agreement by Rowan County for or during any period or periods after a default of any of the terms. Covenants and conditions herein contained to be performed, kept and observed by the Lessee shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Lease Agreement by Rowan County for or during any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of Rowan County to declare a default or cancel this Lease Agreement for a subsequent breach thereof.

11.3 EFFECT OF DEFAULT. Upon the happening of any event of default as defined in Paragraph 11.1 above, Rowan County may, at its option: (1) terminate this Lease and Operating Agreement, and/or (2) terminate Lessee's right to possession and occupancy of the premises, without terminating this Agreement, and re-enter and take possession of the leased premises and summarily eject Lessee pursuant to N.C.G.S. 42.26. et. seq. Rowan County further may resort to any other remedy in equity or law,

including but not limited to pursuing legal action to recover any damages arising from any default or breach of this Lease and Operating Agreement Rowan County shall further have the right to recover all costs and reasonable attorney fees incurred as a result of any action arising from Such default or breach.

12. CANCELLATION.

12.1. BY COUNTY. Rowan County may cancel this Lease Agreement and terminate its obligations hereunder at any time when Lessor is not in default as to its obligations hereunder by giving written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

(a) Subject to 2(c) above, upon the occurrence of any event of force majeure, or other act or event beyond the control of Rowan County, or in the event of the assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport facilities, or any substantial part thereof, in such a manner as to substantially restrict the Lessee from operating its business at the Airport for a period of ninety (90) days. Rowan County may cancel this Lease Agreement without penalty by giving Lessee written notice to be served as hereinafter provided.

(b) Default by Lessee in the performance of any covenant or agreement herein required to be performed by the Lessee and the failure by Lessee to commence remedial action to correct such default within a period of sixty (60) days after service of written notice to remedy the same; PROVIDED, HOWEVER, that no notice of cancellation shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Rowan County's notice of cancellation and 2(c) shall not apply.

12.2 BY LESSEE. Lessee may cancel this Lease Agreement and terminate its obligations hereunder at any time when Lessee is not in default in the payment of any rentals, fees or charges to Rowan County by giving written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

(a) Upon the occurrence of any event of force majeure, or other act or event beyond the control of the Lessee which prevents the Lessee's use of the airport for a period in excess of ninety (90) days, or the issuance of any order, rule or regulation by the FAA, the Civil Aeronautics board, or any other competent governmental authority which prevents the Lessee from operating at the Airport for a period in excess of ninety (90) days.

(b) Subject to 2(c) above, Default by Rowan County in the performance of any covenant or agreement herein required to be performed by the County and the failure by Rowan County to commence remedial action to correct such default within a period of sixty (60) days after service of written notice to remedy the same; PROVIDED, HOWEVER, that no notice of cancellation shall be of any force or effect if Rowan County shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(c) Assumption by the United States government or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or a substantial part thereof, to such an extent as to substantially restrict the Lessee from operating its business at the Airport for a period of not less than ninety (90) days.

12.3. NO WAIVER. Lessee's performance of all or any part of this Agreement during any period of time after a default by Rowan County, shall not be deemed a waiver of any right on the part of Lessee to cancel this Lease Agreement for failure by Rowan County to perform any of the terms, covenants or conditions of this Agreement. No waiver of default by the Lessee shall be construed or interpreted to be a waiver by Lessee of any subsequent default by Rowan County.

13. HOLDING OVER. In the event Lessee shall continue to occupy the leased premises after the expiration of this lease without any agreement in writing with Rowan County as to the term or conditions of such continued occupancy, such tenancy shall be on a month-to-month basis under the same terms and conditions as provided in this agreement, except that the rent for such tenancy shall be such as is established from time to time by Rowan County. The month-to-month tenancy created by Lessee's continued occupancy may be terminated and canceled by Rowan County or by the Lessee upon giving written notice to the other party thirty (30) days in advance of said Cancellation or termination.

14. NOTICES.

14.1. FORMS OF NOTICE. All notices, consents and approvals required or authorized by this Agreement and Lease to be given by either party to the other, shall be in writing and shall be signed by a duly designated representative of the party on whose behalf they are given, and shall be deemed given at the time a registered or certified letter, properly addressed, postage prepaid, is deposited with the United States Postal Service, or is delivered by hand to the office of either party.

14.2. NOTICE TO ROWAN COUNTY. Notice to Rowan County shall be addressed to it and delivered to: Rowan County Manager, 130 West Innes Street, Salisbury, North Carolina, 28144, either by hand or by registered or certified mail, postage prepaid.

14.3. NOTICE TO LESSEE. Notice to the Lessee shall be addressed to:

15. NON-DISCRIMINATION. Notwithstanding any other or inconsistent provision of this Agreement, Lessee, for itself, personal representatives, successors in interest and assigns, as a part of the consideration for this Agreement, hereby covenants and agrees:

(a) That no person on the grounds of race, color, religion, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the leased premises.

(b) That in the construction of any improvements on, over or under the leased premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(c) That Lessee shall use the leased premises in full compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, entitle Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(d) In the event of breach of any of the above non-discrimination covenants, Rowan County shall have the right to terminate this Agreement and to reenter and repossess the leased premises and hold the same as if this Agreement had never been made or entered into.

16. GOVERNING LAW. The laws of the State of North Carolina shall govern this Agreement, and venue shall be in Rowan County, North Carolina.

Signature Page Skydiving FBO Agreement.

This the day and year first above written.

Rowan County

BY:

Its: _____

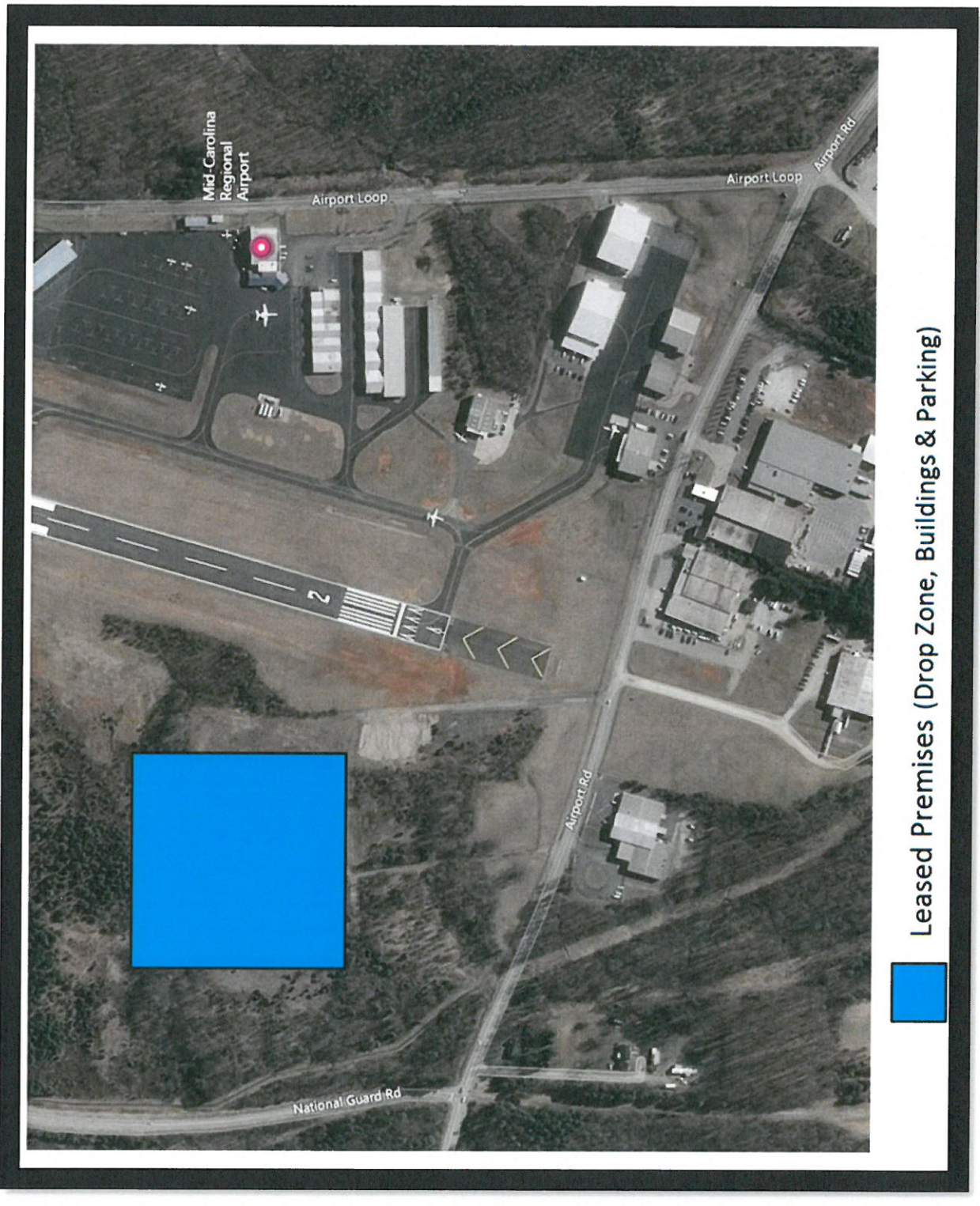
Piedmont Skydiving, LLC, Lessee

BY:

Its: _____

EXHIBIT A
LEASED PREMISES

EXHIBIT A



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: February 25, 2020
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

March Board Appointments

Upload Date

2/28/2020

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
March 2, 2020
COMMISSION MEETING

GRANITE QUARRY PLANNING BOARD ETJ APPOINTMENTS

The Town Board for Granite Quarry previously recommended Jared Mathis for appointment as an ETJ **Alternate** to its Planning Board. The County Commissioners approved the Town's request on December 2, 2019. This left one (1) vacant ETJ seat on their Planning Board.

During the Town's meeting in January 2020, the Town Board voted to approve switching Jared Mathis from the **Alternate** ETJ seat to the regular ETJ seat. The Commissioners are asked to approve the change. With approval, the term would still expire 7-31-2022.

The County has also received an application from Delores Anderson Shannon. According to the Granite Quarry Clerk, Ms. Shannon should be considered for the now vacant **Alternate** seat (if approved above). This term would also expire on 7-31-2022.

ROWAN COUNTY ZONING BOARD OF ADJUSTMENT

David Miller applied for reappointment. The term would be for three (3) years, expiring on February 28, 2023.

TOWN OF ROCKWELL PLANNING AND ZONING BOARD

The Mayor for the Town of Rockwell submitted a letter requesting a waiver of term limits for the reappointment of Wesley Plyler and Richard Terrell, Sr. The letter indicates the valuable input of these two (2) board members and the difficulty of finding other volunteers to serve.

The Board of Commissioners is asked to waive the term limits established in the Resolution that governs the board appointment process and to reappoint both members. The terms for both would be for three-years and expire on February 28, 2023.

****Please note there are approximately 49 vacancies on various County Boards.**

Granite Quarry Planning Board - ETJ Board

Name	Date	Boards	Address	Contact	Status
Dolores Anderson Shannon	2/17/2020	Granite Quarry Planning Board - ETJ BoC Meeting	160 Irby Lane Salisbury, NC 28146	Phone: 704-798-2035 Email: shannondas97@gmail.com	Validated

Rowan County Zoning Board of Adjustment Board

Name	Date	Boards	Address	Contact	Status
David R. Miller	2/21/2020	Rowan County Zoning Board of Adjustment BoC Meeting	364 Wellington Estates Dr China Grove, NC 28023	Phone: 704-791-5845 Email: david@apmrentals.net	Validated
			Resident: Yes		

Town of Rockwell Planning and Zoning Board - ETJ Board

Name	Date	Boards	Address	Contact	Status
Mr. Wesley Scott Plyler	2/20/2020	Town of Rockwell Planning and Zoning Board - ETJ BoC Meeting	405 Huntington Ridge Dr Rockwell, NC 28138	Phone: 7044335758 Email: wasp88@carolina.rr.com	Validated
			Resident: Yes		

Mr.
Richard
Allen
Terrell, Sr

2/21/2020

Town of
Rockwell
Planning and
Zoning Board
- ETJ
BoC Meeting

8520
Forest
Drive
Rockwell,
NC 28138

Phone: 704-279-7067

Email: ratjanterrell04@carolina.rr.com

Validated

Resident:

Yes

Barger, Carolyn M

From: Admin <Admin@granitequarrync.gov>
Sent: Monday, February 17, 2020 3:03 PM
To: Barger, Carolyn M
Subject: RE: Appointment of New Planning Board ETJ Member (Alternate) Jared Mathis
Attachments: SKM_C25820021715590.pdf; 20200106 Board Meeting Minutes.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Hi Carolyn,

Thank you so much for your patience with me as I try to get all of this straightened out on our end. At the January GQ Board Meeting the fact that Jared Mathis had been appointed as an alternate while there was a regular ETJ position available was brought to the attention of the Board. (I have attached the minutes as well as the attachment with the explanation.) They voted to recommend he be moved from the alternate to regular position and it was my error that the recommendation wasn't forwarded to you for the County's consideration.

Would it be possible for the County to consider at their March meeting both amending Jared Mathis's appointment to the regular position and Dolores Shannon's application to the ETJ alternate position?

Thank you,

Aubrey C. Smith
Town Clerk

143 N. Salisbury Ave, Granite Quarry, NC 28146 P.O. Box 351, Granite Quarry, NC 28072

Home / Manage Applications / Dolores Anderson Shannon

View Application

Application

 Edit  Delete

Status

Name
Dolores Anderson Shannon

Application Date
2/17/2020

Board Member
Dolores Anderson Shannon

Status

Validated

Board	Vacancies	Status
Granite Quarry Planning Board - ETJ	2	<div>BoC Meeting</div>

Basic Information

Name
Dolores Anderson Shannon

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
160 Irby Lane
Salisbury, NC 28146

Phone
704-798-2035

Email
shannondas97@gmail.com

Occupation

Employer

Retired

Occupation

Nurse

OnBoard2 - Powered by ClerkBase

Home / Manage Applications / David R. Miller

View Application

Application

 Edit  Delete

Status

Name

David R. Miller

Application Date

2/21/2020

Board Member

David Miller

Status

Validated

Board

Rowan County Zoning Board of Adjustment

Vacancies

0

Status

BoC Meeting

Basic Information

Name

David R. Miller

Business/Civic Experience and why you feel you are qualified for this appointment:

Currently serving on the Rowan County Planning and Zoning Board of Adjustments. I have previously served on the Kannapolis Planning and Zoning Board, Cabarrus Regional Chamber of Commerce Board of Directors.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

364 Wellington Estates Dr
China Grove, NC 28023

Resident

Yes

Phone

704-791-5845

Email

david@apmrentals.net

Occupation

Employer

American Property Managers LLC

Occupation

Real Estate

OnBoard2 - Powered by ClerkBase



Town of Rockwell
PO Box 506
Rockwell, NC 28138
Phone 704-279-2180 Fax 704-279-0454

February 24, 2020

Rowan County Commissioners
130 West Innes Street
Salisbury, NC 28144

Reference: Planning Board Application

To Whom It May Concern:

I am writing this letter as official recommendation for Richard Terrell's reappointment to the Town of Rockwell Planning Board and Wesley Scott Plyler's reappointment to the Town of Rockwell Board of Adjustments. I am pleased that they have expressed an interest to continue to serve in this capacity.

We would also like to request that the County Commissioners consider waiving term limits for these members due to their valuable input and the Town's hardship of finding volunteers to serve.

If you have any other questions, please do not hesitate to give me a call at the above listed number.

Sincerely,

Beauford Taylor
Mayor

Home / Manage Applications / Mr. Wesley Scott Plyler

View Application

Application

 Edit

 Delete

Status

Name
Mr. Wesley Scott Plyler

Application Date
2/20/2020

Board Member
Wesley Scott Plyler

Status
Validated

Board	Vacancies	Status
Town of Rockwell Planning and Zoning Board - ETJ	0	BoC Meeting

Basic Information

Name
Mr. Wesley Scott Plyler

Business/Civic Experience and why you feel you are qualified for this appointment:
Previous member of planning board with experience

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
405 Huntington Ridge Dr
Rockwell, NC 28138

Resident
Yes

Phone

7044335758

Email

wasp88@carolina.rr.com

Occupation

Employer

Walmart Pharmacy

Occupation

Pharmacist

OnBoard2 - Powered by ClerkBase

Home / Manage Applications / Mr. Richard Allen Terrell, Sr

View Application

Application

 Edit

 Delete

Status

Name

Mr. Richard Allen Terrell, Sr

Application Date

2/21/2020

Board Member

Richard A. Terrell

Status

Validated

Board	Vacancies	Status
Town of Rockwell Planning and Zoning Board - ETJ	0	BoC Meeting

Basic Information

Name

Mr. Richard Allen Terrell, Sr

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

8520 Forest Drive
Rockwell, NC 28138

Resident

Yes

Phone

704-279-7067

Email

ratjanterrell04@carolina.rr.com

Occupation

Employer

Retired

Occupation

Financial Manager

OnBoard2 - Powered by ClerkBase

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: February 25, 2020
SUBJECT: To Consider Approval of the Minutes of the Closed Sessions held on: December 16, 2019; January 6, 2020 and February 24, 2020

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on December 16, 2019; January 6, 2020; and February 24, 2020.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: February 26, 2020
SUBJECT: To Discuss a Personnel Matter

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(6) to discuss a personnel matter.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available