

HENDERSON COUNTY
Planning Department

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101 East Allen Street • Hendersonville, NC 28792
Phone 828-697-4819 • Fax 828-697-4533

Memorandum

TO: Henderson County Planning Board

FROM: Karen C. Smith, Planning Director

DATE: November 12, 2004

**SUBJECT: Draft Order Granting Approval of Development Parcel Application for a
Planned Unit Development (Carriage Park, Section 19, Phase 1)**

The Planning Board reviewed a development parcel application for Section 19, Phase 1, of the Carriage Park Planned Unit Development (PUD) on September 21, 2004. After hearing the evidence presented in the quasi-judicial hearing on the application, the Planning Board voted to find and conclude that the development parcel plan complied with the applicable County ordinances except for certain matters mentioned in a staff memo. The Planning Board also voted to approve the development parcel plan subject to certain conditions. The minutes from the September 21, 2004 meeting are included at the front of the agenda packet for Board approval during the November 16, 2004 meeting. I am in the process of using those minutes to draft the order stating the findings of fact, conclusions and decision of the Planning Board regarding the Section 19, Phase 1, plan. I hope to have the order ready to distribute at the November 16, 2004 meeting, if not before via e-mail.

**IN THE MATTER OF THE APPLICATION OF
CARRIAGE PARK ASSOCIATES, LLC, APPLICANT,
TO THE HENDERSON COUNTY PLANNING BOARD,
APPROVAL AUTHORITY**

**ORDER GRANTING APPROVAL OF DEVELOPMENT PARCEL APPLICATION
FOR A PLANNED UNIT DEVELOPMENT**

The Henderson County Planning Board having been delegated authority to review development parcel applications under Special Use Permit SP-93-13 issued to Carriage Park Development Corporation (new owner is Carriage Park Associates, LLC) on October 11, 1993 and having held a quasi-judicial hearing on September 21, 2004, to consider an application for a development parcel known as Section 19, Phase I; having made the following persons parties to the proceeding: Dale Hamlin, Manager of and agent for Carriage Park Associates, LLC; James Bandelin, Resident and Carriage Park Architectural Committee member; Robert Grasso, Land Planner for Carriage Park and agent for the Applicant; and Karen Smith, Henderson County Planning Director; and having heard all of the evidence and arguments presented at the hearing, makes the following FINDINGS OF FACT and draws the following CONCLUSIONS:

FINDINGS OF FACT

1. Carriage Park Associates, LLC, hereinafter referred to as "Applicant," is presently developing a Planned Unit Development Unit Development under Special Use Permit SP-93-13 (and as amended).
2. Henderson County Planning Department staff held a pre-application conference regarding Carriage Park, Section 19, Phase I, with the Applicant's agent(s) on August 12, 2004.
3. On August 23, 2004, the Applicant, through its agents, submitted for review application materials, including a site plan, for a portion of a proposed Development Parcel known as Section 19, Phase I; such application proposing 16 single-family residential lots on 7.61 acres served by Carriage Park Way and a new minor collector road (the "application").
4. The property, which is the subject of the application, is located in an R-30 zoning district and a WS-IV water supply watershed.
5. The Planning Department staff and the Applicant complied with the public notification requirements for the quasi-judicial hearing on the application as required by Special Use Permit #SP-93-13 (as amended).
6. The Applicant's agents presented the application before the Henderson County Planning Board on September 21, 2004, in accordance with the terms and conditions of SP-93-13, (as amended) and the Henderson County Zoning Ordinance.

7. Based on testimony by James Bandelin, the three resident members of the Architectural Review Committee at Carriage Park had reviewed the plan for Section 19, Phase I, and had no objections to the plan.
8. Except for the following items, the Applicant has complied with the conditions of Special Use Permit SP-93-13 (as amended), the Henderson County Zoning Ordinance, the Henderson County Water Supply Watershed Ordinance and the Henderson County Subdivision Ordinance, where applicable:
 - a. **Erosion Control Permit.** Evidence of approval of an erosion and sedimentation control plan needs to be submitted to the Planning Department prior to the Applicant beginning construction. If such approval is not required by NCDENR, the Applicant may submit certification of such by a professional land surveyor, engineer, landscape architect, architect or professional planner prior to the beginning of any construction.
 - b. **Water and Sewer Plan Approval.** A letter from the Hendersonville Water and Sewer Department regarding capacity to provide water and sewer service for the entire PUD project was provided on June 11, 1993. The Applicant should provide evidence that the water and sewer plans serving Section 19, Phase I, have been approved by the City of Hendersonville Water and Sewer Department and NCDENR prior to the approval of the Final Plat (HCZO Section 200-33 [10], F(4)(b)[6]).
 - c. **Private Roads.** The Applicant provided the private road statement on the plan. On the Final Plat, the Applicant also should include a note stating: *The private roads indicated on this Final Plat may not meet requirements of the North Carolina Department of Transportation for acceptance into the state road system.* The Applicant also needs to provide certification that the road grades do not exceed 18% prior to or at the time of Final Plat approval (HCSO Appendix 7).
 - d. **Road Standards.** Special Use Permit #SP-93-13 requires that roads be constructed to NCDOT standards for vertical alignment and grade. The Applicant has indicated that all proposed roads in Section 19, Phase I, would be built to NCDOT standards. The Applicant shall also provide evidence of the responsibility for road maintenance and repair, prior to the recordation of any plat representing lots or units having direct access to said roads (Special Use Permit #SP-93-13, Exhibit A[12]).
 - e. **Road Name.** The Applicant has proposed a new residential street (Road 'F') to serve the lots in Section 19 but has not provided a road name. Prior to the recordation of the Final Plat, a road name will need to be submitted and approved by the Henderson County Property Addressing Office (HCSO Section 170-25).
 - f. **Site Information.** The Applicant indicates that the proposed Development Parcel is zoned R-20. According the Henderson County GIS mapping system, the proposed Section 19, Phase I, is zoned R-30. The Applicant shows a different directional North arrow on the large development plan compared to the smaller 11x17 development plan. Prior to the beginning of any construction, the Applicant should indicate on a revised development plan the correct Zoning District, show the correct North arrow on all plans,

and show on the revised development plan that the development parcel is also located in a Water Supply Watershed (WS-IV) District (#SP-93-13, Exhibit A[19]).

- g. **Open Space** –Based on the proposed 16 lots, 11.02 acres of land is necessary to meet the R-30 density requirements. The Phase I portion of the development parcel is 7.61 acres. The difference constitutes a 3.41-acre land shortage. The Applicant has specified 2.47 acres of open space are required, which is a shortage of open space by 0.94 acres. The 0.94 acres of land should be dedicated as open space somewhere else in Carriage Park to meet the open space requirements. The plan notes that 1.44 acres of open space is provided from an adjoining stream mitigation preserve. The Applicant, prior to submittal of the development plan application for Section 19, Phase I, provided the Planning Office with documentation that currently there is 1 acre more of common area/open space on record than required based on the current level of development in the entire PUD. The required open space will need to be put on record prior to or concurrent with the recordation of the Final Plat for lots in Section 19, Phase I (#SP-93-13, Exhibit A [14]).
- h. **Evidence of Permits Required.** The plan shows a lake with a dam near Carriage Park Section 19, Phase I. The Special Use Permit does not directly address the creation of a “person-made” lake, pond, etc. The permit does require the Applicant to submit all pertinent federal, state, or local permits, including sedimentation and erosion control permits or evidence of submission of such permits with an application for development parcel approval. Prior to approval of the Final Plat, the Applicant should provide copies all appropriate permits, including those related to the lake and dam (#SP-93-13, Exhibit A[A][2][c]).
- i. **Evidence of Infrastructure Development.** The Applicant indicates in the Descriptive Narrative that sewer and water lines extend to the proposed section boundary. The Applicant shall, prior to any request for review or approval of plans for any development parcel, provide evidence that development infrastructure including roads, drainage, water and sewer, have been extended to the boundary of said parcel; or otherwise provide an improvements guarantee in a form acceptable to the Henderson County Board of Commissioners. On a revised development plan, the Applicant should clarify where water and sewer lines are located in relation to the development parcel and should show drainage areas and culverts (#SP-93-13 Exhibit A[A][2][d]).
- j. **Final Plat.** If the development plan for Section 19, Phase I, is approved, the Applicant must record a Final Plat for Section 19, Phase I, which meets the Henderson County Subdivision Ordinance requirements for a Non-Standard Subdivision.
- k. **Plan for Section 19, Phases I and II.** The Applicant shall provide a plan depicting the entire boundary of the proposed Section 19 and how Phase I and Phase II relate to one another. The Plan would assist the Applicant in illustrating how the Phases will be developed to the Staff and Planning Board.

CONCLUSIONS

Based on the foregoing FINDINGS OF FACT, the Planning Board concludes:

1. That the Planning Board has the authority to review and approve the application.
2. That the hearing on this matter was properly noticed and no objection to the holding of the hearing on September 21, 2004 was made.
3. That the application and statements made or other documents submitted by the Applicant meet the requirements of Special Use Permit SP-93-13 (and as amended), the Henderson County Zoning Ordinance, the Henderson County Water Supply Watershed Ordinance and the Subdivision Ordinance, where applicable, if certain conditions are met.

NOW THEREFORE, based on the foregoing FINDINGS OF FACTS and CONCLUSIONS, the Henderson County Planning Board, by a unanimous vote of 7 to 0, hereby orders that the application for the portion of the Development Parcel known as Carriage Park, Section 19, Phase I, submitted by Carriage Park Associates, LLC, be granted, subject to the following conditions which must be completed to the satisfaction of the Planning Department as noted below:

1. **Erosion Control Permit.** Evidence of approval of an erosion and sedimentation control plan needs to be submitted to the Planning Department prior to the Applicant beginning construction. If such approval is not required by NCDENR, the Applicant may submit certification of such by a professional land surveyor, engineer, landscape architect, architect or professional planner prior to the beginning of any construction.
2. **Water and Sewer Plan Approval.** A letter from the Hendersonville Water and Sewer Department regarding capacity to provide water and sewer service for the entire PUD project was provided on June 11, 1993. The Applicant should provide evidence that the water and sewer plans serving Section 19, Phase I, have been approved by the City of Hendersonville Water and Sewer Department and NCDENR prior to the approval of the Final Plat (HCZO Section 200-33 [10], F(4)(b)[6]).
3. **Private Roads.** The Applicant provided the private road statement on the plan. On the Final Plat, the Applicant also should include a note stating: *The private roads indicated on this Final Plat may not meet requirements of the North Carolina Department of Transportation for acceptance into the state road system.* The Applicant also needs to provide certification that the road grades do not exceed 18% prior to or at the time of Final Plat approval (HCSO Appendix 7).
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6. **Site Information.** The Applicant indicates that the proposed Development Parcel is zoned R-20. According to the Henderson County GIS mapping system, the proposed Section 19, Phase I, is zoned R-30. The Applicant shows a different directional North arrow on the large development plan compared to the smaller 11x17 development plan. Prior to the beginning of any construction, the Applicant should indicate on a revised development plan the correct Zoning District, show the correct North arrow on all plans, and show on the revised development plan that the development parcel is also located in a Water Supply Watershed (WS-IV) District (#SP-93-13, Exhibit A[19]).
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9. **Evidence of Infrastructure Development.** The Applicant indicates in the Descriptive Narrative that sewer and water lines extend to the proposed section boundary. The Applicant shall, prior to any request for review or approval of plans for any development parcel, provide evidence that development infrastructure including roads, drainage, water and sewer, have been extended to the boundary of said parcel; or otherwise provide an improvements guarantee in a form acceptable to the Henderson County Board of Commissioners. On a revised development plan, the Applicant should clarify where water and sewer lines are located in relation to the development parcel and should show drainage areas and culverts (#SP-93-13 Exhibit A[A][2][d]).
10. **Final Plat.** If the development plan for Section 19, Phase I, is approved, the Applicant must record a Final Plat for Section 19, Phase I, which meets the Henderson County Subdivision Ordinance requirements for a Non-Standard Subdivision.
11. **Plan for Section 19, Phases I and II.** The Applicant shall provide a plan depicting the entire boundary of the proposed Section 19 and how Phase I and Phase II relate to one another. The Plan would assist the Applicant in illustrating how the Phases will be developed to the Staff and Planning Board.

THIS the 16th day of November, 2004.

THE HENDERSON COUNTY PLANNING BOARD

BY: _____
Tedd Pearce, Chairman

ATTEST:

Kathleen R. Scanlan, Secretary

ACCEPTANCE BY THE APPLICANT

I, Dale A. Hamlin, Applicant, do hereby acknowledge receipt of this Order on behalf of Carriage Park Associates, LLC, owner of the property which is the subject of this Order Granting Approval of Development for a Planned Unit Development for Carriage Park, Section 19, Phase I under Special Use Permit SP-93-13 (as amended). I further acknowledge on behalf of Carriage Park Associates, LLC, that nothing may be done pursuant to this Order except in accordance with all of its conditions and requirements and that this restriction shall be binding on Carriage Park Associates, LLC, and its successors in interest.

This the ____ day of _____, 2004.

Dale A. Hamlin , General Manager
Carriage Park Associates, LLC

ACCEPTANCE BY PROPERTY OWNER

I, _____, _____ of Carriage Park Associates, LLC, do hereby acknowledge receipt of this order by Carriage Park Associates, LLC, owner of the property which is the subject of this Order Granting Approval of Development for a Planned Unit Development for Carriage Park, Section 19, Phase I, under Special Use Permit SP-93-13 (as amended). Carriage Park Associates, LLC, further acknowledges and agrees that nothing may be done pursuant to this Order except in accordance with all of its conditions and requirements and that this restriction shall be binding on Carriage Park Associates, LLC, and its successors in interest.

This the ____ day of _____, 2004.

(Signature)
_____, Manager
(Name) (Title)
Carriage Park Associates, LLC

STATE OF _____
COUNTY OF _____

I, _____, Notary Public for said State and County certify that Dale A. Hamlin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ___ day of _____, 200_.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, Notary Public for said State and County certify that _____, the Manager of Carriage Park Associates, LLC, a limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

THIS the ___ day of _____, 200_.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
PLANNING BOARD

Meeting Date: November 16, 2004
Subject: Hawke Crest (File# 02-M03) Development Plan Extension
Attachments:
1. Letter Requesting Extension
2. Planning Board Extension Policy
3. Vicinity Map
4. Parcel Map
5. Master and Development Plan

SUMMARY OF REQUEST:

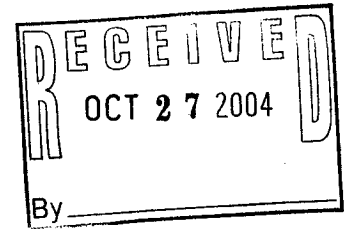
On March 19, 2002, the Planning Board approved the Master Plan and the Development Plan for the proposed Hawke Crest subdivision subject to the completion of conditions that were outlined during the Planning Board meeting. Per Section 170-16 C (4), Development Plan approval is valid for two years, however the Planning Board may, for just cause, grant extensions of a development plan approval for a maximum of one additional year. The revised Master Plan and Development Plan for both Phase I and Phase II and Final Plat for Phase I was completed and reviewed by Staff on December 19, 2002. The developers of Hawke Crest have not completed Phase II of the project and did not submit a Final Plat prior to the passing of the two-year approval period. On October 26, 2004, the applicant, Joseph N. Solitario, Hawke Ridge Developers, submitted a letter requesting that the Planning Board grant a one-year extension on the project to complete Phase II of Hawke Crest subdivision.

BOARD ACTION REQUESTED:

Action by the Planning Board is needed to either grant or deny this extension. Such action should be made with consideration of the attached extension policy.



Hawke Ridge Developers
1616 Gilliam Mtn Rd.
Hendersonville, NC 28792
828 - 685-1436
Cell 828-606-5498



October 26, 2004

Karen Smith
Henderson County Planning Department
Allen Street
Hendersonville, NC 28792

Dear Karen,

We would like to apply for a one year extension of our project at the Hawke Crest Subdivision.

When we originally submitted our Master Plan for the project it was divided into two phases. Phase I would contain 12 building lots of approximately 1 acre with a paved road and underground utilities installed. Phase II was to have an additional 11 building lots of same approximate size and with the same infrastructure.

Phase I has been completed as described and the plat for that portion of the project has been registered and we have sold half of the home sites. We would now like to begin work on Phase II as described in our Master Plan for the project.

If the Board will grant us this one year extension we feel confident that we will be able to complete the entire project by this time next year.

Attached is a copy of the Master Plan Plat. I would be happy to supply any additional information your office or the Board may require.

Thank you for your time and consideration.

Sincerely,

Joseph N. Solitario

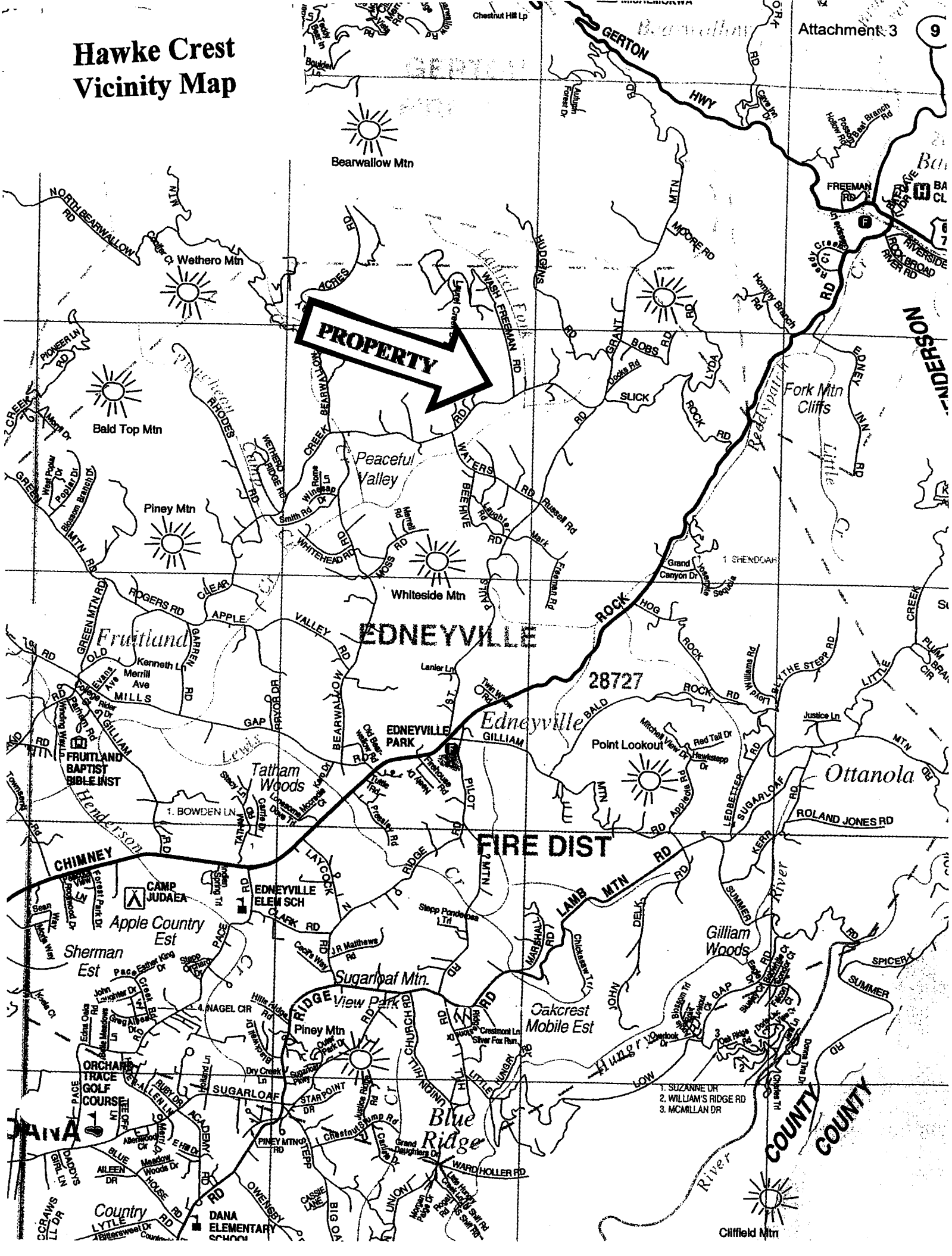
HENDERSON COUNTY PLANNING BOARD POLICY FOR GRANTING SUBDIVISION EXTENSIONS

Statutory Reference: Section 170-16C(4) of the Henderson County Subdivision Ordinance states: "Development Plan approval shall be valid for two years, and such approval shall be annotated on the plan itself and certified by the Subdivision Administrator. The Planning Board may, for just cause, grant extensions of the development approval for a maximum of one additional year."

Policy.

1. The developer should submit in writing a request for an extension, stating the status of the subdivision improvements and the reasons for any delays. The request shall be placed on the agenda for the next scheduled Planning Board meeting.
2. The developer or his/her agent should appear before the Planning Board to answer questions regarding the progress of the development.
3. No extension will be granted unless the developer can demonstrate that a "good faith effort" has been made to develop the property.
4. Property recently developed in an adjacent section of the subdivision, in conformance with the approved Master Plan, may serve as such "good faith effort."
5. A second request for an extension will not be granted unless over fifty percent of the overall development improvements have been completed.

Hawke Crest Vicinity Map



PROPERTY

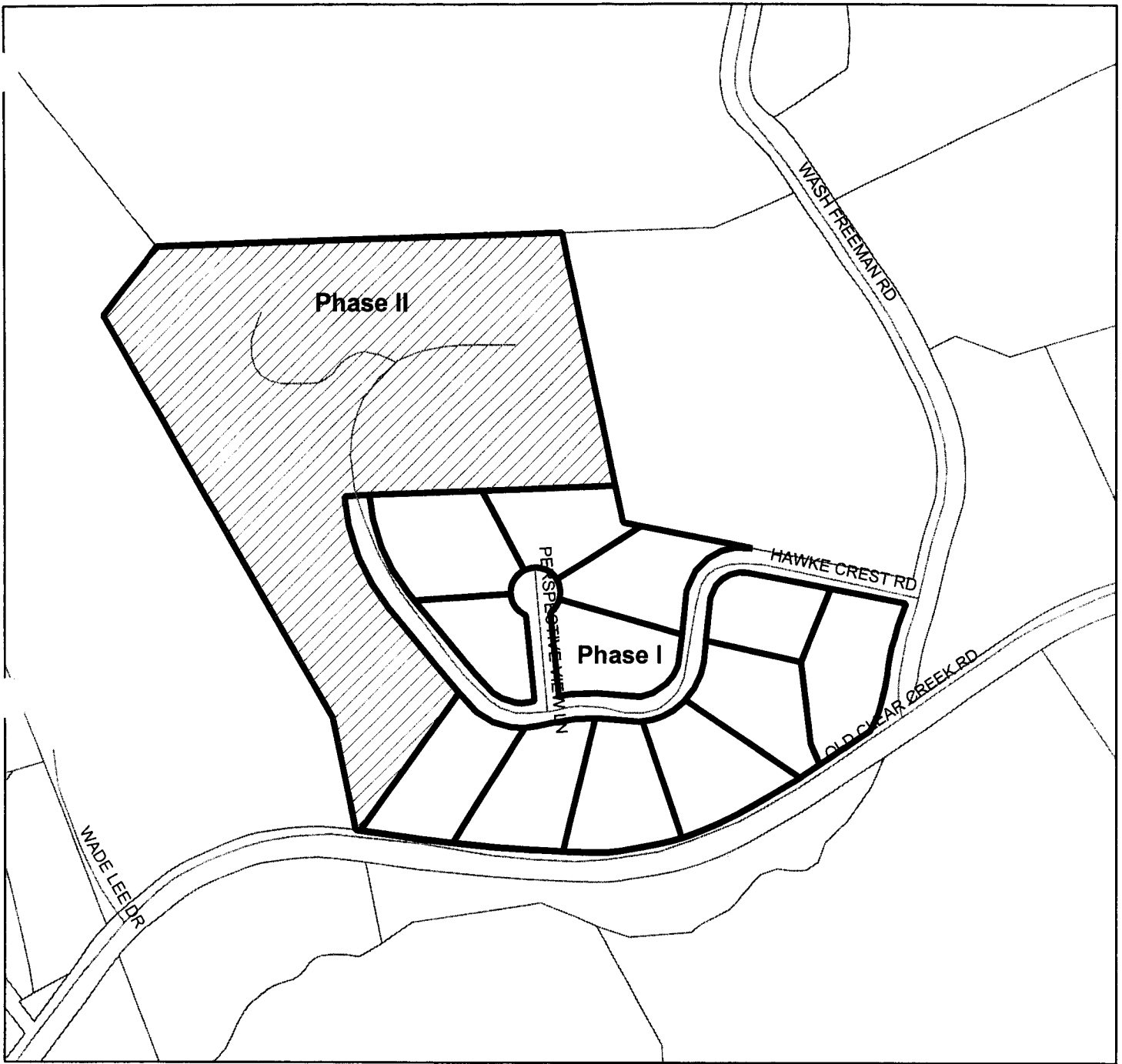
EDNEYVILLE

FIRE DIST

28727

1. SUZANNE DR
 2. WILLIAM'S RIDGE RD
 3. MCMILLAN DR

Clifffield Mtn



Hawke Crest Subdivision

Property Owner: Hawke Ridge Developers
Tax Map ID: 1006025816555 (Phase II)
Zoning: OU
Watershed: N/A

This map is prepared from the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map, are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.



**CALLS ALONG CENTERLINE
OF CLEAR CREEK ROAD
S.R. 1591**

COURSE	BEARING	DISTANCE
1	S 89°15'15" W	44.87'
2	S 89°15'15" W	44.87'
3	S 89°15'15" W	44.87'
4	S 89°15'15" W	44.87'
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22	S 89°15'15" W	44.87'

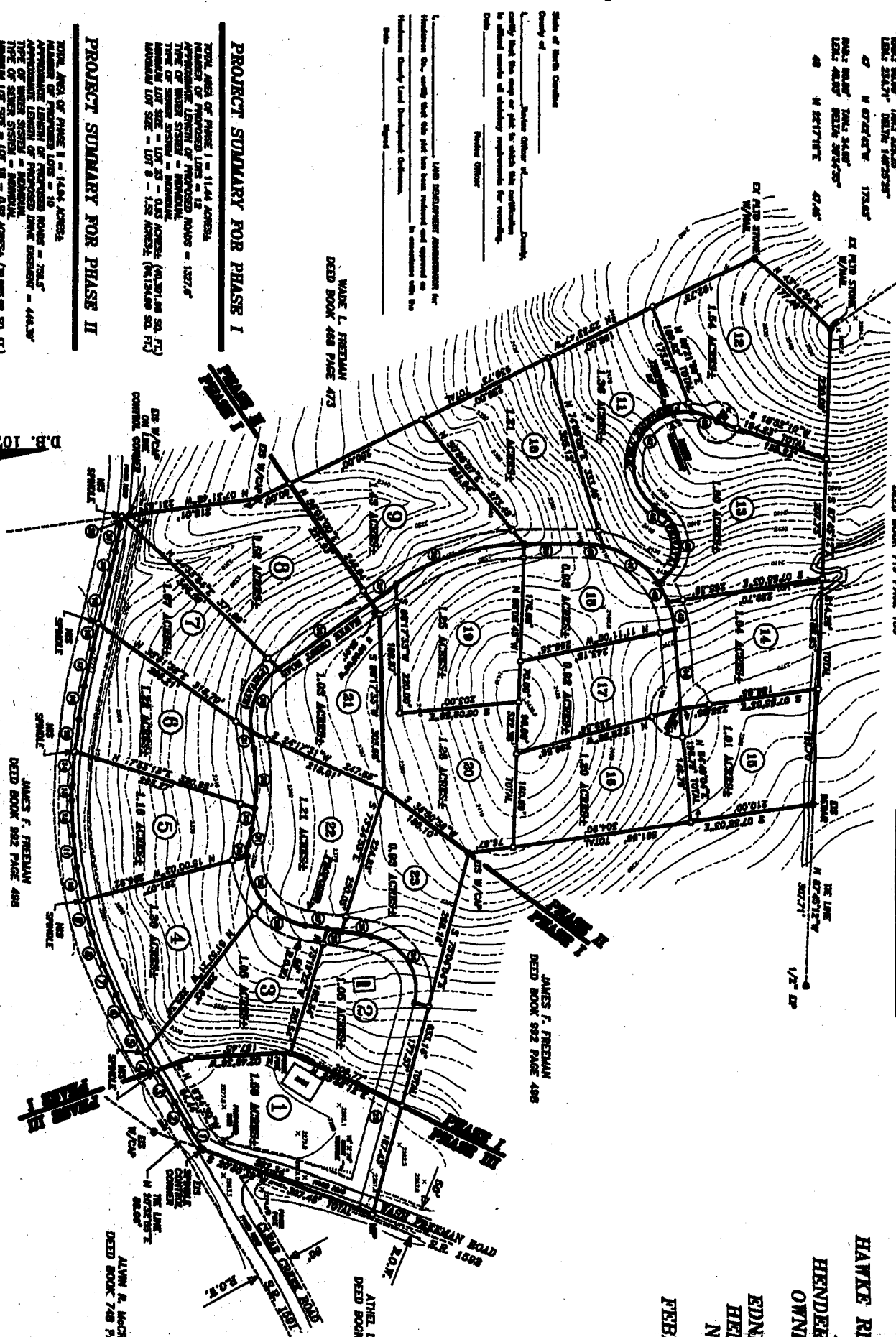
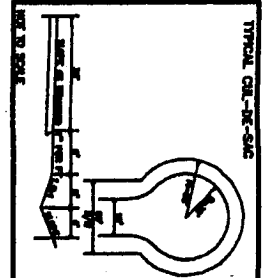
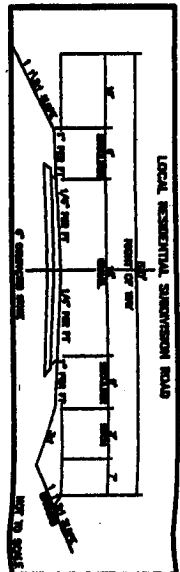
**CALLS ALONG CENTERLINE
OF PROPOSED 30' PRIVATE
DRIVE RASSEMBLY OF
(PEREGRINE TRAIL)**

COURSE	BEARING	DISTANCE
1	N 71°27'00" W	114.47'
2	S 89°15'15" W	114.47'
3	S 89°15'15" W	114.47'
4	S 89°15'15" W	114.47'
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18	S 89°15'15" W	114.47'
19	S 89°15'15" W	114.47'
20	S 89°15'15" W	114.47'
21	S 89°15'15" W	114.47'
22	S 89°15'15" W	114.47'

**CALLS ALONG CENTERLINE
OF PROPOSED 50' PRIVATE
RIGHT OF WAY OF
HAWKE CREST ROAD**

COURSE	BEARING	DISTANCE
1	N 79°04'30" W	382.87'
2	N 79°04'30" W	382.87'
3	N 79°04'30" W	382.87'
4	N 79°04'30" W	382.87'
5	N 79°04'30" W	382.87'
6	N 79°04'30" W	382.87'
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COURSE	BEARING	DISTANCE
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20	S 89°15'15" W	114.47'
21	S 89°15'15" W	114.47'
22	S 89°15'15" W	114.47'



PROJECT SUMMARY FOR PHASE I

TOTAL AREA OF PHASE I - 114.47 ACRES
 NUMBER OF PROPOSED LOTS - 31
 TYPE OF SUBDIVISION - RESIDENTIAL
 TYPE OF SEWER SYSTEM - ANNUAL
 HORIZONTAL LOT SIZE - LOT 23 - 0.25 ACRES (10,811.46 SQ. FT.)
 HORIZONTAL LOT SIZE - LOT 8 - 1.25 ACRES (54,154.50 SQ. FT.)

PROJECT SUMMARY FOR PHASE II

TOTAL AREA OF PHASE II - 14.28 ACRES
 NUMBER OF PROPOSED LOTS - 18
 TYPE OF SUBDIVISION - RESIDENTIAL
 TYPE OF SEWER SYSTEM - ANNUAL
 HORIZONTAL LOT SIZE - LOT 18 - 0.25 ACRES (10,811.46 SQ. FT.)
 HORIZONTAL LOT SIZE - LOT 15 - 1.25 ACRES (54,154.50 SQ. FT.)

PROJECT SUMMARY FOR PHASE III

TOTAL AREA OF PHASE III - 1.28 ACRES
 NUMBER OF PROPOSED LOTS - 4
 TYPE OF SUBDIVISION - RESIDENTIAL
 TYPE OF SEWER SYSTEM - ANNUAL
 HORIZONTAL LOT SIZE - LOT 12 - 0.25 ACRES (10,811.46 SQ. FT.)
 HORIZONTAL LOT SIZE - LOT 11 - 1.25 ACRES (54,154.50 SQ. FT.)

D.B. 1071 PG. 511 DEED NORTH

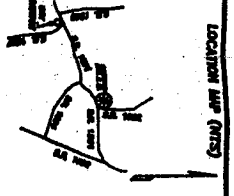
- NOTES:**
1. AREAS DESIGNATED BY CONTOUR LINE COMPUTATION.
 2. AREAS AND/OR ALL PORTIONS OF PROPERTY UNDER RIGHTS OF THE STATE AND/OR FEDERAL GOVERNMENT ARE SHOWN BY DASHED LINES.
 3. AS NOTED DEED BOOK 1071 PAGE 511, PHASE THREE DEVELOPERS, L.L.C.
 4. THIS SUBDIVISION IS ZONED O.U.I.
 5. THIS PROJECT LIES WITHIN 650 FEET OF LANE IN A FUTURE AND PROPOSED HIGHWAY.
 6. ALL TYPED SET OF RECORDS AND PLANS THEREON ARE TO BE PRINTED ON 11" X 17" PAPER.
 7. THE TOTAL AREA OF THIS PROJECT IS 129.03 ACRES.
 8. DEVELOPMENT IS LOCATED IN A SUITABLE LOCATION FOR PROTECTION IS 5,400 FT.
 9. THE PROJECT IS TO BE DEVELOPED IN THREE PHASES.

LEGEND

+	DESIGN CORNER MONUMENT
o	AS NOTED
o	NEW IRON P.E. SET ON
o	AS NOTED
o	1/2" OPEN TOP
o	CONCRETE MONUMENT
o	AS NOTED

REFERENCES

D.B. 1071 PG. 511	DEED
10-0002-00-0372-05	TAX ID REFERENCES
10-0002-00-0372-05	SCREEN FILE
10-0002-00-0372-05	CHECKED BY S.L.R.
	REVISIONS



DESIGNED BY
STACY KENT RHODES
 INC #115 2809

DATE: FEBRUARY 14th, 2002

**MASTER PLAN AND
DEVELOPMENT PLAN
FOR
HAWKE CREST SUBDIVISION**

BEING A MAJOR SUBDIVISION
OF THE PROPERTY DESCRIBED IN
DEED BOOK 1071 PAGE 511

HAWKE RIDGE DEVELOPERS, L.L.C.
 RT. 1 BOX 66A
 HENDERSONVILLE, N.C. 28792
 OWNERS / DEVELOPERS

EDNEYVILLE TOWNSHIP
 HENDERSON COUNTY
 NORTH CAROLINA

FEBRUARY 14th, 2002

NUMBER OF LOTS
 NUMBER OF ACRES

I, STACY KENT RHODES, A PROFESSIONAL LAND SURVEYOR, certify that this survey was made in accordance with the laws of the State of North Carolina and that I am duly licensed as a Professional Land Surveyor in the State of North Carolina.

ATTEST: L. LINDSEY
 DEED BOOK 551 PAGE 448

ALVIN R. JACOBI
 DEED BOOK 748 PAGE 357

1. SURVEYED AND PLANNED BY STACY KENT RHODES, INC. A PROFESSIONAL LAND SURVEYOR, INC. #115 2809. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA AND THE PRACTICE OF SURVEYING AS SET FORTH IN THE CONSTITUTION AND LAWS OF THE STATE OF NORTH CAROLINA. THE SURVEY WAS MADE ON THE 14th DAY OF FEBRUARY, 2002. THE TOTAL AREA OF THIS PROJECT IS 129.03 ACRES. THE PROJECT IS TO BE DEVELOPED IN THREE PHASES.

Nov. 16/04

7:02pm

696-1262

Present

- Lenee
- Mark
- Gary
- Mike
- Tommy
- Jonathan
- Ledd

Absent
Paul Patterson

Approvals of Minutes

Sept. 21/04 -	Ledd 1 st	Mike 2 nd	-	<u>all</u>
Oct. 11/04 -	"	"	"	"
All Comp. Plan Minutes	"	"	"	"

Staff Reports Introduction of Natalie & Matthew
 Nov. 30th & BCC - Landfill Hearing -
 Ledd & Tomi's approval

#5 - Nov. 22 - 6pm.

#6 - Order for Carriage Park - Lenee - 1st
 Mike - 2nd
 All approved.

#7 - Request for Extension -
 Harbke Crest - Grant Extension of 1 year - Ledd -
 Jonathan - 2nd - All approved.

Request #8 - Pathways of Solomon Jones - ^{approved} 62 lots originally -
 Changed - 51 total lots
 Lot 45 - Clarification

Approval to bring administratively - lot 45 -
Future - lot 51 -
Discussion of fewer lots, but allow subdivision of lot 45 -
Board members discussed & generally agree on
62 lots total
Jedd - Allow ^{administratively} to make modifications
up to 62 residential lots,
Mike - 2nd

#9 - Tatham Woods -
Master Comments - all requirements satisfied.
Plan

- Dev. Plan -
- 1 - soil Erosion
 - 2 - Water Supply - discussion
 - 3 - Private Roads
 - 4 - Farmland
 - 5 - Setback from Perennial Streams
 - 6 - Final Plat Req.

Jaffer Smith - Vista Newspaper - Mark Dalton -
Brief history - 30 - ^{into} ~~Divided~~ 3 & 17 acres
Mark Dalton Caterer, Inc.

37 & 33 acres -
214 - Phase II
152 - Phase II

Roads - State maintained
Phase I - Private Roads proposed - reason:
Entrance can be controlled -
Erosion - letter to give to Staff

Phase 2/3 - water line extension
Items Jedd

#7 Verification all row issues - through Phases
Letter of Opinion by Attorney

#8 Recognize VISA @ Blacksmith M/N,
Intention of Dev. (like to Phase I only)
Mark Williams - 2nd -

Ed Nages - - - All approved.

#10 - Stonecrest -

1. Sewer System
2. Zoning
3. C.P.

Luther Smith spec. Glade Holdings -
133 lots - 200 apts. - farm lot -

3 Phases -

described the way of the sewer & water flow on
map as presented. -

Mike - 1st
Jonathan - 2nd

suggest memo in
packet.

#11 Pinnacle Falls

- ① Water Supply / Sewage Disposal -
- ② C.P.
- ③ - Emergency Services

Luther Smith - Range Ranger, FHP -
300 acres under conservation easement -
Pinnacle Mtn. Rd. primary access
50 Cottages - Meadows area *
Cabins - Forest area → ^{serviced} Community water
Septic System serviced *
Ridges -
✓ Lodge-type community - in addition future -
110 residential lots -

Comments - Water Supply/Sewage Resposal

CCP

Emergency Services -
Hazard Mitigation

AJ Ball - talked about road system - will
accommodate for emergency services -

Karen Add 6 acres tract to Dev. Plan?

Ball - might -

Jed Add to approval - Karen - yes -

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
PLANNING BOARD**

MEETING DATE: November 16, 2004

SUBJECT: Discussion of Modifications to the Pathways of Solomon Jones
(Major Subdivision File #99-M5)

- ATTACHMENTS:**
1. Excerpt from May 4, 1999 Planning Board Meeting Minutes
 2. Agenda Item from May 4, 1999 Planning Board Meeting for the Pathways of Solomon Jones
 3. Excerpt from July 27, 1999 Planning Board Meeting Minutes
 4. Staff Memo and Amended Preliminary Plan for the Pathways of Solomon Jones from the July 27, 1999 Planning Board Meeting
 5. Master Plan as of April 17, 2003 for the Pathways of Solomon Jones
 6. Letter from J. Alan Rieger, Manager of Solomon, LLC

SUMMARY OF REQUEST:

On May 4, 1999, the Planning Board granted conditional approval of a Preliminary Plan for a major subdivision known as the Pathways of Solomon Jones (“the Pathways”). The subdivision is located in the Crab Creek Township, off Indian Cave and Mount Hebron Roads. That area was, at the time, unzoned, however the property is now in the Open Use zoning district. The Project Summary on the Preliminary Plan showed 62 proposed “lots.” However, as described by staff at that time, the project was going to have 51 lots on approximately 183 acres, with 50 homes on individual lots and 12 homes (“cottages”) on a common area lot (62 homes instead of 62 lots). The Planning Board reviewed the Pathways under the Henderson County Land Development Ordinance (predecessor of the current Subdivision Ordinance) since the developer had submitted it prior to the effective date of the Subdivision Ordinance. Therefore, Planning Board members may note that some of the standards applicable to the project in 1999 differ from current standards. For reference, please find attached an excerpt from the minutes of the Planning Board’s May 4, 1999 meeting and a copy of the agenda item from the meeting (Attachments 1 and 2).

Following the May 4, 1999 plan approval, the developer of the Pathways submitted a revised Preliminary Plan that added two lots on 5.67 additional acres to the project and reflected some changes related to rights-of-way and lot configurations. The Project Summary on the revised Preliminary Plan indicates that the developer proposed 43 lots for individual home sites and 10 lots for “cottages/other,” and, therefore, 53 lots in total.* The number of proposed homes was not

*Note: The file for the Pathways contains a second revised plan that appears to be identical to the plan reviewed by the Planning Board on July 27, 1999, however it shows one less “cottage/other” lot, and, therefore, has a total of 52 lots. The purpose of this other plan is not clear from the file or minutes from the July 1999 meeting. Staff has assumed the Planning Department received it prior to submittal of the revised plan reviewed by the Planning Board.

shown on the revised Preliminary Plan. The Planning Board approved the revised Preliminary Plan on July 27, 1999. An excerpt from the July 27, 1999 Planning Board meeting minutes as well as the staff memo and revised Preliminary Plan reviewed at that meeting are attached for reference (Attachments 3 and 4).

Since approval of the revised Preliminary Plan, staff has approved and the developer has recorded final plats for lots in the Pathways. Over time, the developer has made some other revisions to the project which staff did not consider substantial enough to bring to the Planning Board. There have also been alterations to the overall plan for the Pathways due to the combining and/or re-division of lots within the project itself as well as between lots in the Pathways and lots in the adjoining Champion Hills development. In addition, some individuals have purchased multiple lots in the Pathways but have not necessarily combined them. As lots were recombined and/or re-divided, staff appears has tried to ensure that the project did not exceed the overall number of lots (53) approved by the Planning Board.

Five and a half years (and at least 6 Land Development/Subdivision Administrators) since the Planning Board's initial approval of the Pathways, the development continues to be subject to occasional modifications. A Master Plan for the project (Attachment 5) shows the configuration of the Pathways as of April of 2003 (please note that the southeastern portion of the Master Plan shows a second subdivision project, Eastgate of Solomon Jones, which is not part of this discussion). There have been some modifications to the Pathways since the April, 2003 plan, the most recent being the division of lot 46 and the recombination of lot 47R. These changes were presented to staff on a plat in October of 2004 (the "October plat"). At the same time, the developer indicated that other changes were planned which would add lots to the project. Staff was concerned that the proposed changes could cause the Pathways to exceed its 53-lot limit. The developer felt that approval of the October plat as well as other anticipated changes would not conflict with the Planning Board's 1999 plan approvals as the Planning Board had ultimately allowed for 63 home sites. Based on a rough count of the lots by Staff and the developer, it appeared that approval of the October plat would not cause the number of lots in the Pathways to exceed 53. Staff agreed to approve the October plat but informed the developer that a revised plan may need to be submitted to the Planning Board for approval if additional lots are created in the future. Because the developer felt strongly that the proposed concept and density of the Pathways had not changed since 1999 and that he should not have to go through the plan approval process again with the Planning Board, staff also suggested that the developer discuss the proposed future changes with the Planning Board. The developer has decided to meet with the Planning Board to discuss and seek clarification regarding the issues mentioned above (see Attachment 6).

Staff has attempted to trace the lot adjustment activity that has occurred over the years in the Pathways and believes that the number of individual lots is currently somewhere in the range of 53 to 57. In tallying the number of lots, staff counted each individual lot and, therefore, did not treat multiple lots in common ownership as single lots.

BOARD ACTION REQUESTED:

Based on the information presented by the developer at the Planning Board meeting, the Board may be in a position to provide direction to staff and the developer regarding the treatment of additional modifications to the Pathways.

Excerpt from the May 4, 1999 Planning Board Meeting Minutes

8

The Pathways of Solomon Jones – Preliminary Plan Review (Major Subdivision – 51 Lots) – Alan Rieger, Applicant. Michael Case recused himself from any discussion or decision, as he is involved in the development of this Subdivision. Mr. Timberlake stated that Alan Rieger submitted an application for Preliminary Plan review of *The Pathways of Solomon Jones*, a proposed subdivision consisting of 51 lots on approximately 182.7 acres. Fifty of the homes will be located on individual lots and 12 of the homes will be located on a common area lot. The property is unzoned and located off Indian Cave Road in the Crab Creek Township. Two existing off-site rights-of-way, Mount Hebron Road and Indian Cave Park Road can access the property. According to County records Mount Hebron Road has a recorded right-of-way of 30 feet and a road width of approximately 16 feet. Indian Cave Park Road has a recorded right-of-way of 40 feet and varies in width from approximately 16 feet to 12 feet. However, NCDOT has listed Indian Cave Park Road on its 1998-1999 paving priority list. Individual septic systems, city water, and private roads will serve the lots. The pavement width of the private roads within the subdivision will vary from 18 feet to 12 feet. The developer has stated that a minimum of three "turn outs" will be located along Solomon Jones circle. Two utility and emergency easements are shown on the plan. The easement between lots four (4) and five (5) may be eliminated if it is determined by an engineer that the location of the other easement is sufficient. Mr. Timberlake stated that the Preliminary Plan has been reviewed for compliance with the *Henderson County Land Development Ordinance* and can be approved subject to the following conditions: (1) approval of an erosion and sedimentation control plan; (2) approval of a water plan; (3) applicant should show the following on a revised Preliminary Plan: proposed drainage improves; direction of stream flow on the property; proposed setbacks; and the different pavement widths for the proposed road system; (4) because the property is greater than 30 acres, the proposed Solomon Jones Circle should have a right-of-way width of 50 feet; (5) three of the roads leading to a cul-de-sac is shown to have a 30 foot right-of-way width, but this width should be 45 feet; (6) the road names should be reserved with the Property Addressing Office and that Staff reviewed the Final Plan administratively. Mr. Beattie was concerned with the road grades but Mr. Rieger stated that none of the grades are in excess of 14%. Tedd Pearce made a motion to approve the Preliminary Plan for the Pathways of Solomon Jones subject to the items Mr. Timberlake mentioned. Mr. Blalock seconded the motion and all members voted in favor. Mary Jo Padgett commented her concerns with preserving the pathways as she stated they are an historic part of the County. Mr. Rieger, owner's agent for the proposed subdivision gave a brief historical background of the area where the subdivision is proposed and stated that he wants to preserve as much of the history of the pathways as possible.

Henderson County

Memorandum

To: Henderson County Planning Board

From: Chris Timberlake, Planner *CTM*

Date: April 19, 1999

Subject: The Pathways of Solomon Jones, Preliminary Plan Review
File # 99-M5

Current Request

Alan Rieger has submitted an application for Preliminary Plan review of The Pathways of Solomon Jones, a proposed subdivision consisting of 51 lots on approximately 182.7 acres. Fifty of the homes will be located on individual lots and 12 of the homes will be located on a common area lot. The property is unzoned and located off Indian Cave Road (SR 1192) in the Crab Creek township. The property can be accessed by two existing off-site rights-of-way, Mount Hebron Road and Indian Cave Park Road (SR 1193). According to County records Mount Hebron Road has a recorded right-of-way of 30 feet and a road width of approximately 16 feet. Indian Cave Park Road has a recorded right-of-way of 40 feet and varies in width from approximately 16 feet to 12 feet. However, NCDOT has listed Indian Cave Park Road on its 1998-1999 Paving Priority List. Individual septic systems, city water, and private roads will serve the lots. The pavement width of the private roads within the subdivision will vary from 18 feet (Indian Cave Lane and Mount Hebron Road) to 12 feet (Solomon Jones Circle and the remaining cul-de-sacs). The developer has stated that a minimum of three "turn outs" will be located along Solomon Jones Circle. Two utility and emergency easements are shown on the plan. The easement between lots four (4) and five (5) may be eliminated if it is determined by an engineer that the location of the other easement is sufficient.

Staff Comments

I have reviewed the Preliminary Plan for compliance with the *Henderson County Land Development Ordinance* and offer the following technical and procedural comments:

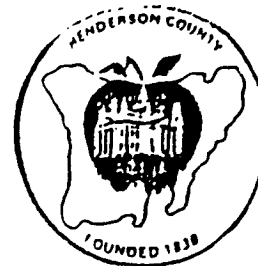
1. Erosion and Sedimentation Control. The applicant should provide evidence that an Erosion and Sedimentation Control plan has been approved by NCDENR [Ref. *HCLDO, Sec. 502*].

2. Water Plan Approval. The applicant should provide evidence that water plans have been approved by NCDENR and the City of Hendersonville Water and Sewer Department [Ref: *HCLDO Section 503.1*].
3. Preliminary Plan Details. The applicant should show the following on a revised Preliminary Plan:
 - a. Proposed drainage improvements (i.e. culverts).
 - b. Direction of stream flow on the property.
 - c. Proposed setbacks.
 - d. The different pavement widths for the proposed road system [Ref. *HCLDO, Sec. 405. 3*].
4. Collector Road. Because the property is greater than 30 acres, the proposed Solomon Jones Circle should have a right-of-way width of 50 feet [Ref. *HCLDO, Sec. 509*].
5. Right-of-Way. Three of the roads leading to a cul-de-sac is shown to have a 30 foot right-of-way width. The right-of-way width should be 45 feet [Ref. *HCLDO, Sec. 509*].
6. Road Names. The applicant should reserve road names with the Property Addressing Office [Henderson County Property Addressing Ordinance].

Staff recommends that the Preliminary Plan be approved subject to the completion of the above listed items and that the Final Plan be reviewed administratively. Mr. Alan Rieger will be present at the May 4, 1999 Planning Board meeting to answer any questions from the Planning Board.

Subdivision Name The Pathways of Solomon Jones

HENDERSON COUNTY
APPLICATION FOR MAJOR SUBDIVISION



MARCH 1 1999
Date of Application

99-MS
Application Number

Property Owner's Name PATHWAYS, LLC (STEITLER HEIRS - close 3-16-99)

Applicant/Owner's Agent ALAN RIEGER 4-8-99

Mailing Address 317 NORTH WASHINGTON ST., SUITE ONE

City, State, Zip HENDERSONVILLE, N.C. 28739

Telephone Number (828) 693-0240 Original Tract Size: 182.74 AC. PIN 00-9548-71

2177.55, 0679.55, 3097.55, 9333.55, 2439.55, 3529.55

Zoning District - Fire District VALEY HILL Township CRAB CREEK

General description and location of property to be divided: 182.74 rolling acres situated 4.5 miles west of Henderson County Court House, 1/2 mile south of Jones Gap Church and bounded south by Champion Mills (the Falls), southwest by Rambling Hills

Type Review: Master Plan Preliminary Plan Final Plan

No. Lots in all sections: 68.70 No. Lots in this section: 63.64

Tract Size 182.74 Deed Book 752 Page 571, 575, 579, 583, 587

Roads: Public Private Private with DOT standards
Water: Individual Community City
Sewer: Individual Community City County

Fee \$ 40.00 Paid Ch. #2227 Method 3/29/99

I certify that the information shown above is true and accurate and is in conformance with Section 405 of the Henderson County Land Development Ordinance.

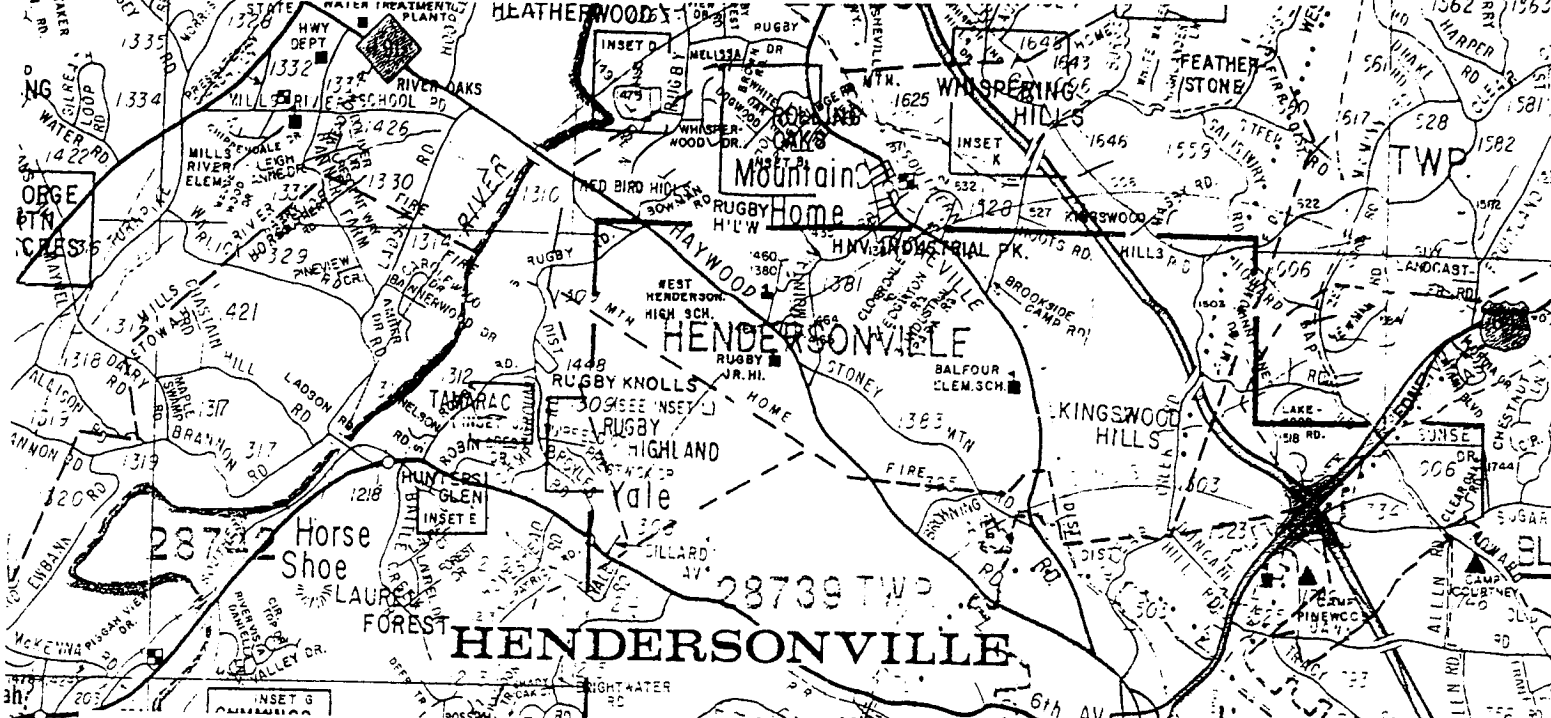
Alan Rieger
Owner Agent

3-1-1999
Date

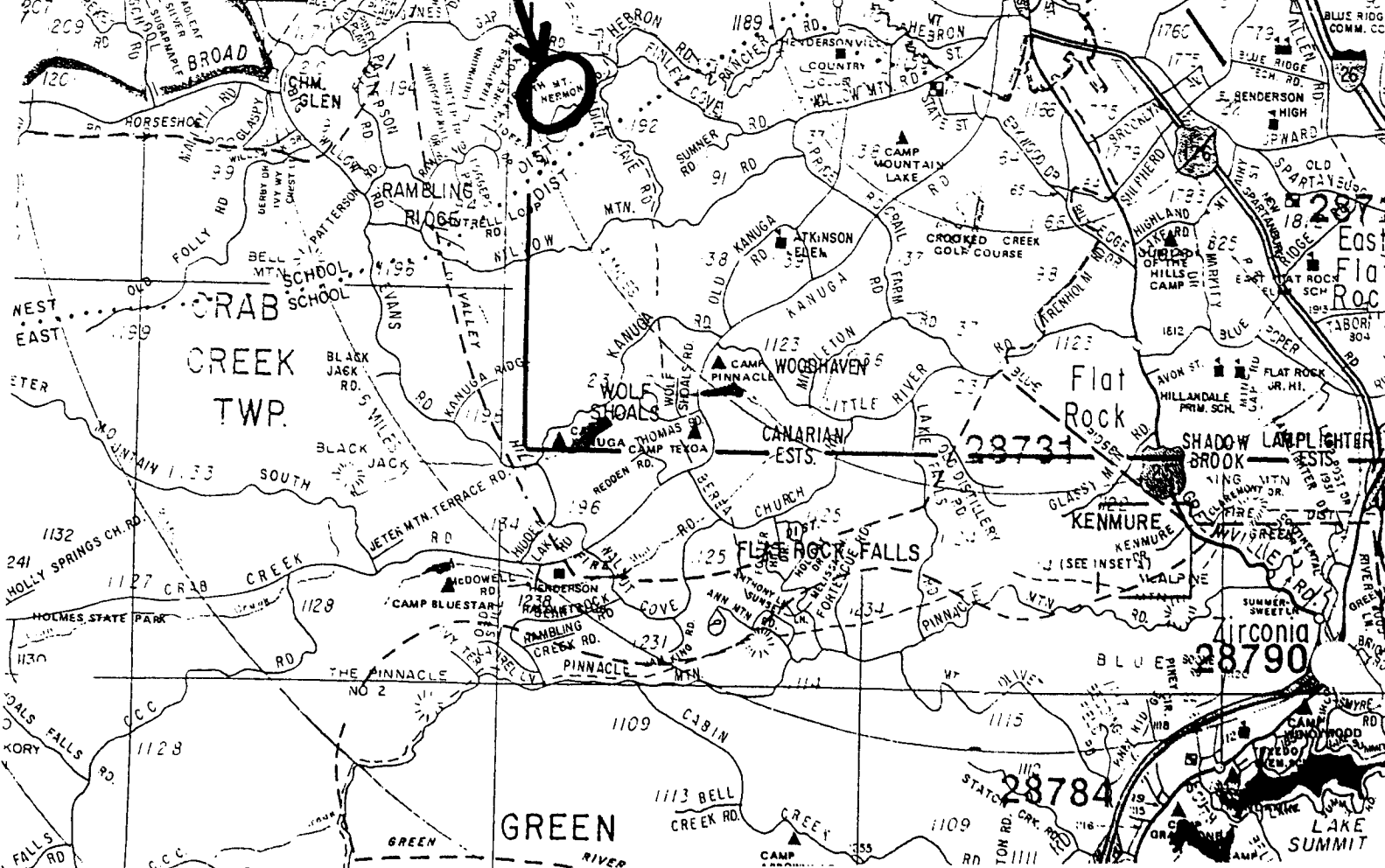
Plat Approval _____
Land Development Administrator

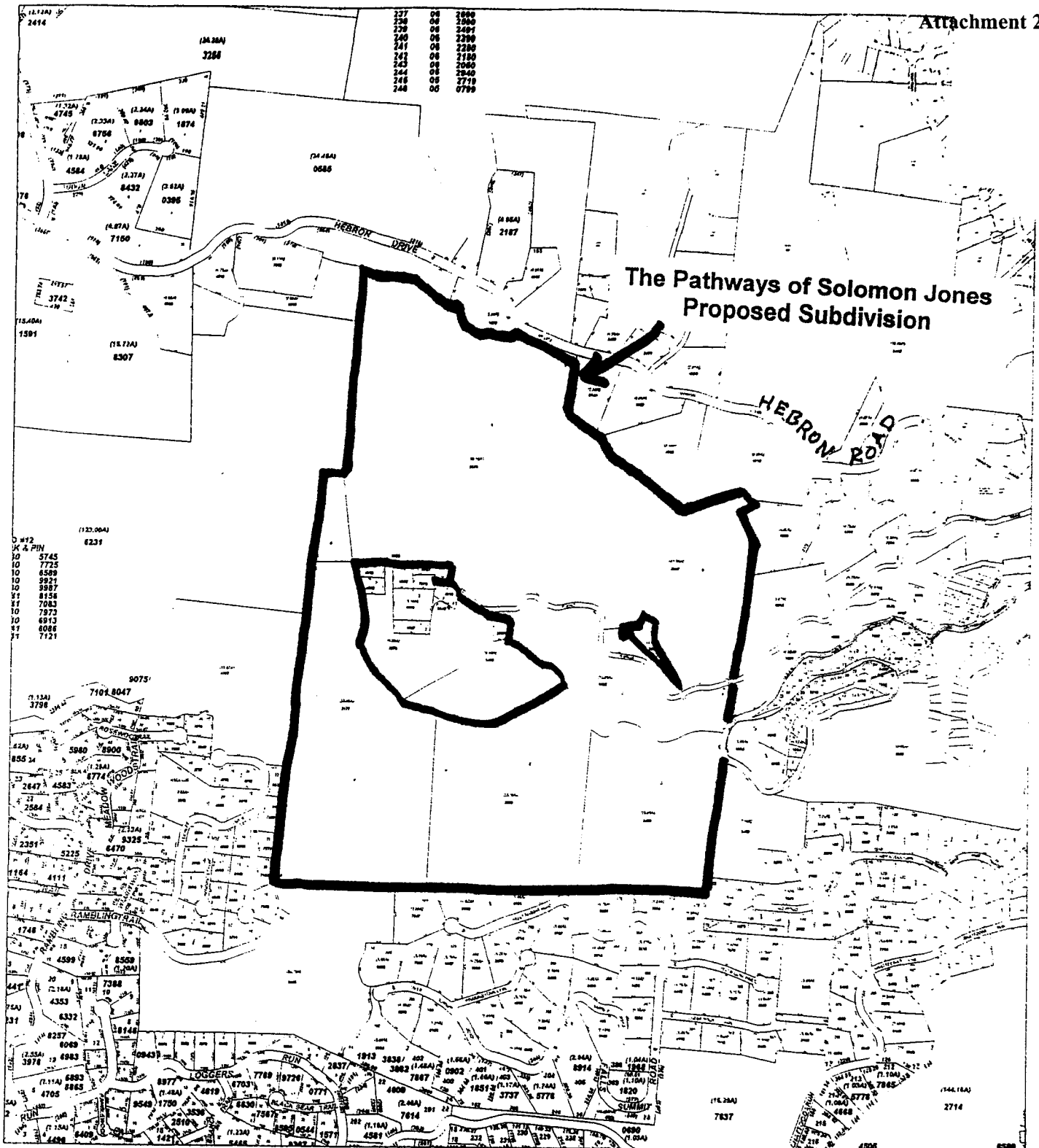
Date

The Pathways of Solomon Jones Vicinity Map



The Pathways of Solomon Jones Proposed Subdivision





**Henderson County
MapView.CD
Version 2.3**

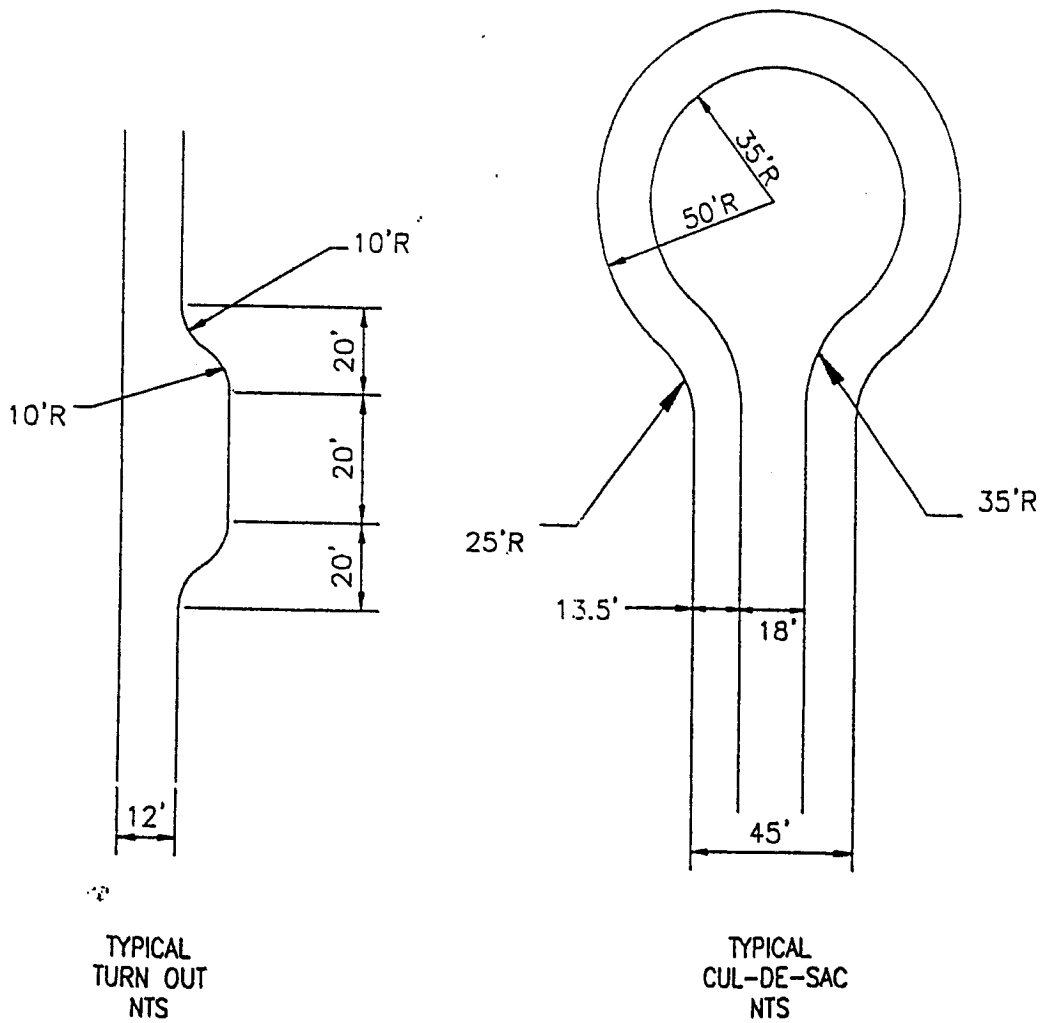
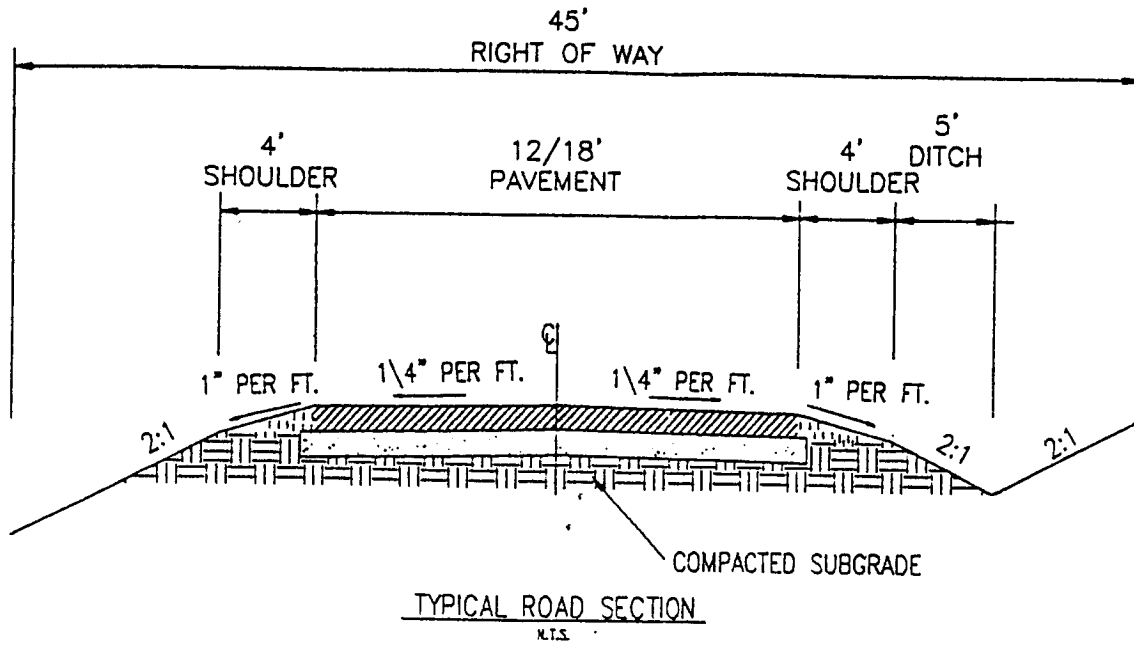
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.



Mount Hebron Road
Indian Cave Park Road

The Pathways of Solomon Jones

Typical Road, Cul-de-Sac, and Turn Out Cross-Section



The Pathways of Solomon Jones Project Summary

PROJECT SUMMARY

TOTAL PROJECT AREA	182.74 ACRES
ACRES IN DIFFERENT LAND USES	0.00
ACRES IN FLOOD HAZARD AREA	NONE
NUMBER OF PROPOSED LOTS	62
MINIMUM LOT SIZE	0.5 ACRES (TO R.O.W. OF ROAD)
MAXIMUM LOT SIZE	20.8 ACRES
ROAD SYSTEM	PRIVATE
LENGTH OF ROAD SYSTEM	12,750 L.F.
WATER SYSTEM	PUBLIC
SEWER SYSTEM	PRIVATE
CURRENT ZONING	NONE
PROPOSED ZONING	NONE

Excerpt from the July 27, 1999 Planning Board Meeting Minutes

1

MINUTES

Henderson County Planning Board
Board Room
101 East Allen Street
Hendersonville, NC 28792

July 27, 1999

The Henderson County Planning Board met for their regular scheduled meeting on Tuesday, July 27, 1999, at 7:00 p.m. in the Board Room at 101 East Allen Street, Hendersonville, North Carolina. Members present were: Chairman Chuck McGrady, Vice-Chairman Jack Beattie, Rebecca Nesbitt, Walter Carpenter, Tedd Pearce, and Bill Blalock. Others present included, Karen Smith, Interim Planning Director, Chris Timberlake, Planner, Jake Gilmer, Planner and Kathleen Scanlan, Secretary. Also present, Commissioner William Moyer, Vice-Chairman of the Henderson County Board of Commissioners and ex officio, non-voting member of the Planning Board. Planning Board members Raymond Ward, Mary Jo Padgett and Michael Case were absent.

Approval of Minutes. Vice-Chairman Jack Beattie presided over the meeting until Chairman McGrady arrived. Vice-Chairman Beattie called the meeting to order. He asked for the approval of the minutes for June 29, 1999. Tedd Pearce made a motion to approve the minutes of June 29, 1999 with the addition of Raymond Ward's name to the list of members present. Rebecca Nesbitt seconded the motion. All members voted in favor.

Adjustment of Agenda. Ms. Smith stated that she would like to add another subject under Item 10 regarding an update on the Manufactured Home Park Ordinance amendments and the Zoning Ordinance for manufactured home parks.

Staff Reports. Ms. Smith stated that the Board of Commissioners rescheduled public hearings for Creekside and Charlestown Place for August 9, 1999 at 3:00 p.m. The quasi-judicial hearing on the request for a variance from the Subdivision Ordinance requested by Diane Ruth Beddingfield is scheduled for the August 2, 1999 Board of Commissioners meeting at 7:00 p.m. Ms. Smith also indicated that the conditional use permit request for a manufactured home park by Kenneth Racht was approved by the Board of Adjustment.

OLD BUSINESS:

→ The Pathways of Solomon Jones – Amendments to Preliminary Plan – William Lapsley, Agent for Alan Rieger, Applicant (reviewed under former Land Development Ordinance). Mr. Timberlake stated that on May 4, 1999, the Planning Board approved with conditions the Preliminary Plan for *The Pathways of Solomon Jones*, a 51 lot major subdivision on approximately 182 acres. The property is unzoned and located off Indian Cave Road in the Crab Creek Township. Mr. Timberlake stated that the applicant, Alan Rieger, proposes two items for amendment to the subdivision. (1) to add two additional lots on an additional 5.67 acres, in such event, the right-of-way for Solomon Jones Circle would be extended and (2) proposes two new 45-foot easements just north of the portion of Mt. Hebron Road that lies on the property. Some of the lots in the area shown on the Preliminary Plan formerly approved by the Board, were reconfigured and the 45 foot

easements would give the reconfigured lots 41 and 42 frontage. Mr. Alan Rieger was present and explained the proposals to the Board members. Walter Carpenter asked whether this amendment will come under the old or the new Subdivision Ordinance? Mr. Timberlake stated that this amendment will come under the old Ordinance because it is an amendment to a plan that was approved under the old Ordinance. Walter Carpenter made a motion to approve the amendments to the Preliminary Plan for *The Pathways of Solomon Jones* subdivision to show two additional lots on an additional 5.67 acres; two new 45-foot easements and the reconfiguration of lots 41 and 42. Bill Blalock seconded the motion. Two residents of Indian Cave Road, Ms. Andrea Parrott and Dr. Pearson, spoke of their concerns regarding public safety of any residents of this proposed subdivision accessing through Indian Cave Park Road. They stated that the road is gravel and very narrow and could not handle the traffic that the subdivision would produce. They asked the Board to find another way to access the proposed subdivision. Dr. Pearson felt that the Board could amend the plan regarding the Indian Cave Park Road access. Walter Carpenter stated in reply to the public input, the roads in the subdivision and the subdivision with the exception of the amendments, have already been approved previously on the old plan. Mr. Timberlake stated that NCDOT maintains Indian Cave Park Road and has proposed to pave the road. What the Board is presently looking at is an amendment to what has already been approved. Mr. Carpenter also added that according to the statute, the Board can not go back and change anything that has already been approved. Mr. Beattie stated that the North Carolina Department of Transportation controls the conditions of roads. The Planning Board can only ask or suggest what can be done to the roads. The vote was taken and all members voted in favor.

Broyles Road R-T District Rezoning Study – Planning Staff. (Chairman McGrady arrived). Mr. Gilmer stated that on June 22, 1999 the Henderson County Planning Board considered a text amendment to allow manufactured homes on individual lots as a permitted use in the R-T Transient Residential District. The Board decided that the amendment was not an appropriate action at that time, however, they did decide to examine the possibility of rezoning the applicant's property as well as the immediately surrounding properties in the R-T District. The Board directed the Planning Staff to examine the option of rezoning the study area from R-T to T-15 or another district that is consistent with the surrounding land uses and permits mobile homes on individually owned lots. Mr. Gilmer stated that based upon an examination of relevant factors and all of the zoning districts in the Henderson County Zoning Ordinance, Staff has determined that the most appropriate alternative district for the study area is the County's T-15 Medium-Density Residential with Manufactured Homes District. Mr. Gilmer stated that this district closely matches the current land uses and is consistent with the surrounding land uses, the Water Supply Watershed Regulations, as well as the Henderson County Land Use Plan. Mr. Gilmer indicated that letters were sent to all property owners in the study area and there has not been many comments received from the property owners, but the ones received have been supportive on this rezoning. The owner of Big Oak Manufactured Home Park expressed some interest in expanding the uses of the park into a resort-type use, which is more suited in the R-T District. Mr. Gilmer mentioned that there are eight property owners in this study area. Walter Carpenter stated that he recuses himself from any discussion or decision on this matter because of attorney/client association and because of his property having a close proximity to this rezoning study. After a brief discussion period, Bill Blalock made a motion to send a favorable recommendation to the Board of Commissioner to change the zoning from R-T Transient

Henderson County

Memorandum

To: Henderson County Planning Board

From: Chris Timberlake, Planner *amt*

Date: July 21, 1999

Subject: The Pathways of Solomon Jones,
Amendments to the Preliminary Plan
File #99-M5

History

On May 4, 1999, the Planning Board approved with conditions the Preliminary Plan for The Pathways of Solomon Jones, a 51 lot major subdivision on approximately 182 acres. The property is unzoned and located off Indian Cave Road (SR 1192) in the Crab Creek Township.

Current Request

The applicant, Alan Rieger, proposes to add two additional lots (lots 24 and 25) on an additional 5.67 acres. In such event, the right-of-way for Solomon Jones Circle would be extended.

The applicant also proposes two new 45-foot easements just north of the portion of Mt. Hebron Road that lies on the property. Some of the lots in the area (lots 39-42 shown on the Preliminary Plan formerly approved by the Board) were reconfigured and the 45-foot easements would give the reconfigured lots 41 and 42 frontage.

~~Note. The 30-foot easements shown on the amended plan must be 45-feet in width as stated in the previous approval (May 4, 1999) and in the Ordinance. The developer should indicate what road standards will apply to the 45-foot easements. All other conditions stated in the previous approval remain applicable (see attachment).~~

Staff would support a motion to amend the Preliminary Plan (approved May 4, 1999) to show two additional lots, two new 45-foot easements, and the reconfiguration of lots subject to the above note.

WILLIAM G. LAPSLEY & ASSOCIATES P.A.
 CONSULTING ENGINEERS & LAND PLANNERS
 HENDERSONVILLE, NORTH CAROLINA

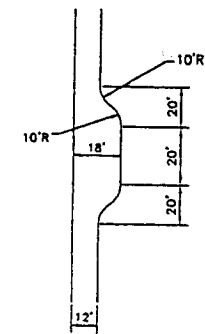
THE PATHWAYS OF
 SOLOMON JONES
 HENDERSON COUNTY
 NORTH CAROLINA

Amended Preliminary Plan



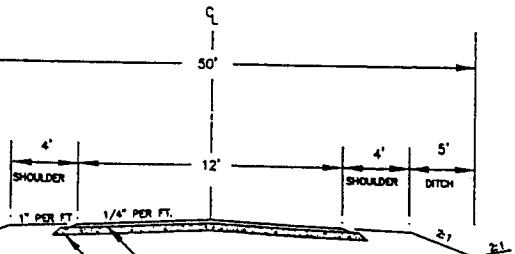
received
 6/28/99

VICINITY MAP



TURN OUT
 DETAIL

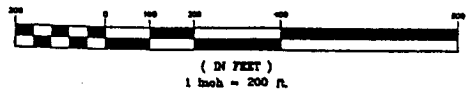
N.T.S.



SOLOMON CIRCLE
 ROAD DETAIL

N.T.S.

GRAPHIC SCALE



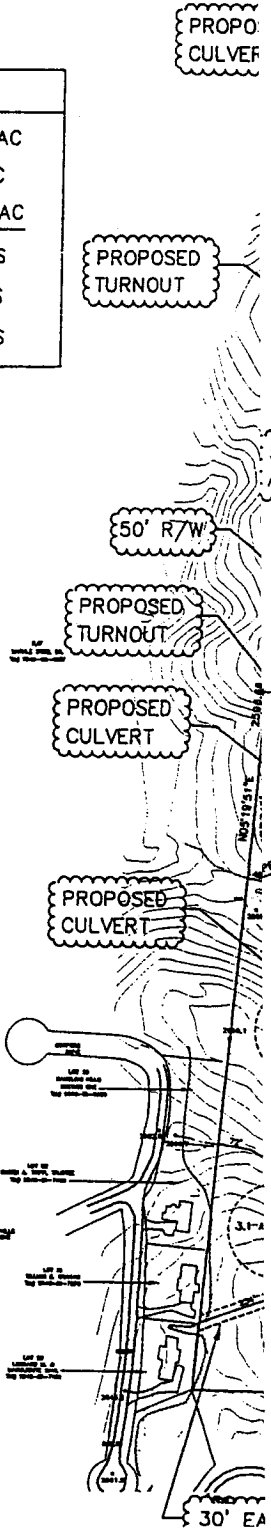
WILLIAM G. LAPSLEY & ASSOCIATES P.A.
 Consulting Engineers & Land Planners
 1626 Asheville Highway
 Post Office Box 540
 Henderson County, North Carolina 28753
 858-697-1234 Fax 858-697-1232



Revisions	
0/20	ADDED ALTERNATE PROP.

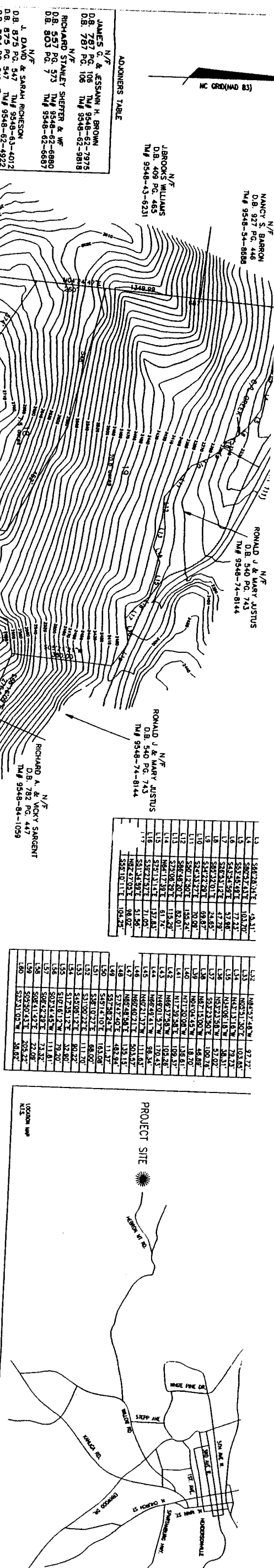
date: 6/99
 job: 99144

PROJECT SUMMARY	
ORIGINAL ACREAGE	182.74 AC
ADDITIONAL ACREAGE	5.67 AC
TOTAL ACREAGE	188.41 AC
INDIVIDUAL HOME SITES	43 LOTS
COTTAGES/OTHER	10 LOTS
TOTAL	53 LOTS



NOTE:
 LOT LINES SHOWN TO CENTERLINE
 OF EXISTING & PROPOSED ROADS.
 LOT AREAS SHOWN DO NOT INCLUDE
 AREAS WITHIN R/W, AREAS DO INCLUDE
 AREAS WITHIN EASEMENTS

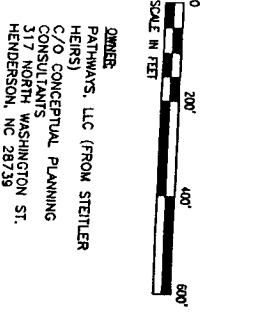
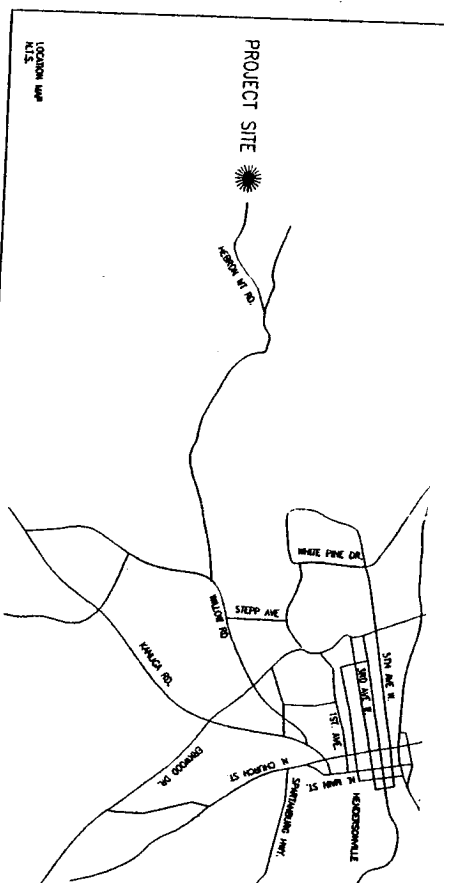
Attachment 2



ADJACENT TABLE

N/F	JAMES G. & ESSAM H. BROWN	DB 787 PG 106	TM# 9548-62-7975
N/F	RICHARD STANLEY SHEFFER & WF	DB 803 PG 7	TM# 9548-62-6887
N/F	J. DAVID & SARAH ROSSON	DB 875 PG 547	TM# 9548-62-4012
N/F	BETTY NORRINE YATES	DB 391 PG 631	TM# 9548-63-8022
N/F	WANDA K. BECKER	DB 753 PG 431	TM# 9548-63-3850
N/F	EDITH M. NEUBSCHWANDER	DB 379 PG 541	TM# 9548-63-9715
N/F	ANDREW BYRON PAGE	DB 761 PG 613	TM# 9548-63-0288
N/F	PENELOPE JOHNSON BURNS	DB 542 PG 442	TM# 9548-62-2556
N/F	W.M. ALEXANDER JR.	SD 997	TM# 9348-92-0864
N/F	ANDREW PARROTT	DB 735 PG 539	TM# 9348-92-531
N/F	KEN & CINDY FEAGAN	DB 9548-04-91-8952	

L1	5862.01'E	45.11'
L2	532.4848'E	101.70'
L3	543.9459'E	57.88'
L4	526.5312'E	47.79'
L5	520.3201'E	24.65'
L6	524.2282'E	89.87'
L7	527.3422'E	10.08'
L8	526.4820'E	156.22'
L9	527.2929'E	156.29'
L10	527.1739'E	61.74'
L11	527.1739'E	137.83'
L12	527.2272'E	51.95'
L13	527.2272'E	98.02'
L14	527.2272'E	109.28'
L15	527.2272'E	109.42'
L16	527.2272'E	109.42'
L17	527.2272'E	109.42'
L18	527.2272'E	109.42'
L19	527.2272'E	109.42'
L20	527.2272'E	109.42'



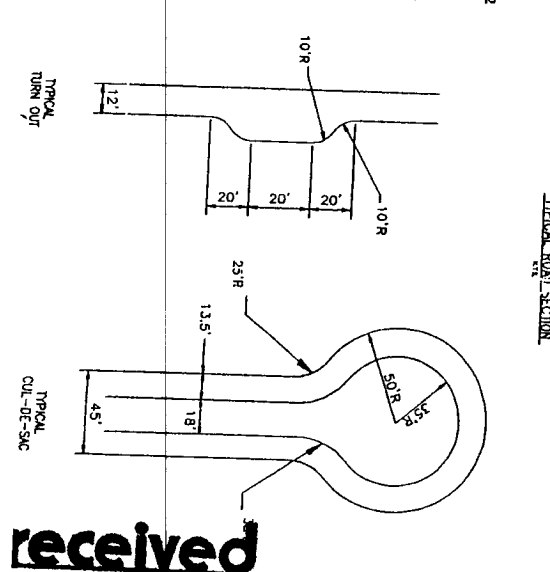
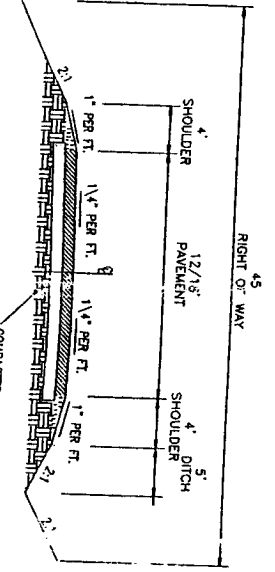
OWNER

PATHWAYS, LLC (FROM STELLER C/O CONCEPTUAL PLANNING CONSULTANTS 317 NORTH WASHINGTON ST. HENDERSON, NC 28739)

LINE	BEARING	DISTANCE
L20	S48°11.41'E	109.50'
L21	S47°56.40'E	141.78'
L22	S44°14.54'E	281.07'
L23	N64°13.27'E	60.28'
L24	S01°38.28'W	69.79'
L25	S23°02.27'W	132.82'
L26	N85°00.01'W	134.81'
L27	N85°00.01'W	109.28'
L28	N82°42.27'W	112.27'
L29	N82°42.27'W	112.27'
L30	N82°42.27'W	280.81'

PROJECT SUMMARY

TOTAL PROJECT AREA	182.74 ACRES
ACRES IN DIFFERENT LAND USES	0.00
ACRES IN FLOOD HAZARD AREA	NONE
NUMBER OF PROPOSED LOTS	82
MINIMUM LOT SIZE	0.5 ACRES (10 ROW. OF ROAD)
ROAD SYSTEM	20.8 ACRES
LENGTH OF ROAD SYSTEM	12,750 LF.
WATER SYSTEM	PUBLIC
SEWER SYSTEM	PRIVATE
CURRENT ZONING	NONE
PROPOSED ZONING	NONE



received
4/5/99

Approved May 4, 1999

ARCADIS
GERAGHTY & MILLER

420 Park Avenue, Post Office Box 1717
Greenville, South Carolina 29602-1717
Tel: 864/242-1717 Fax: 864/235-9662

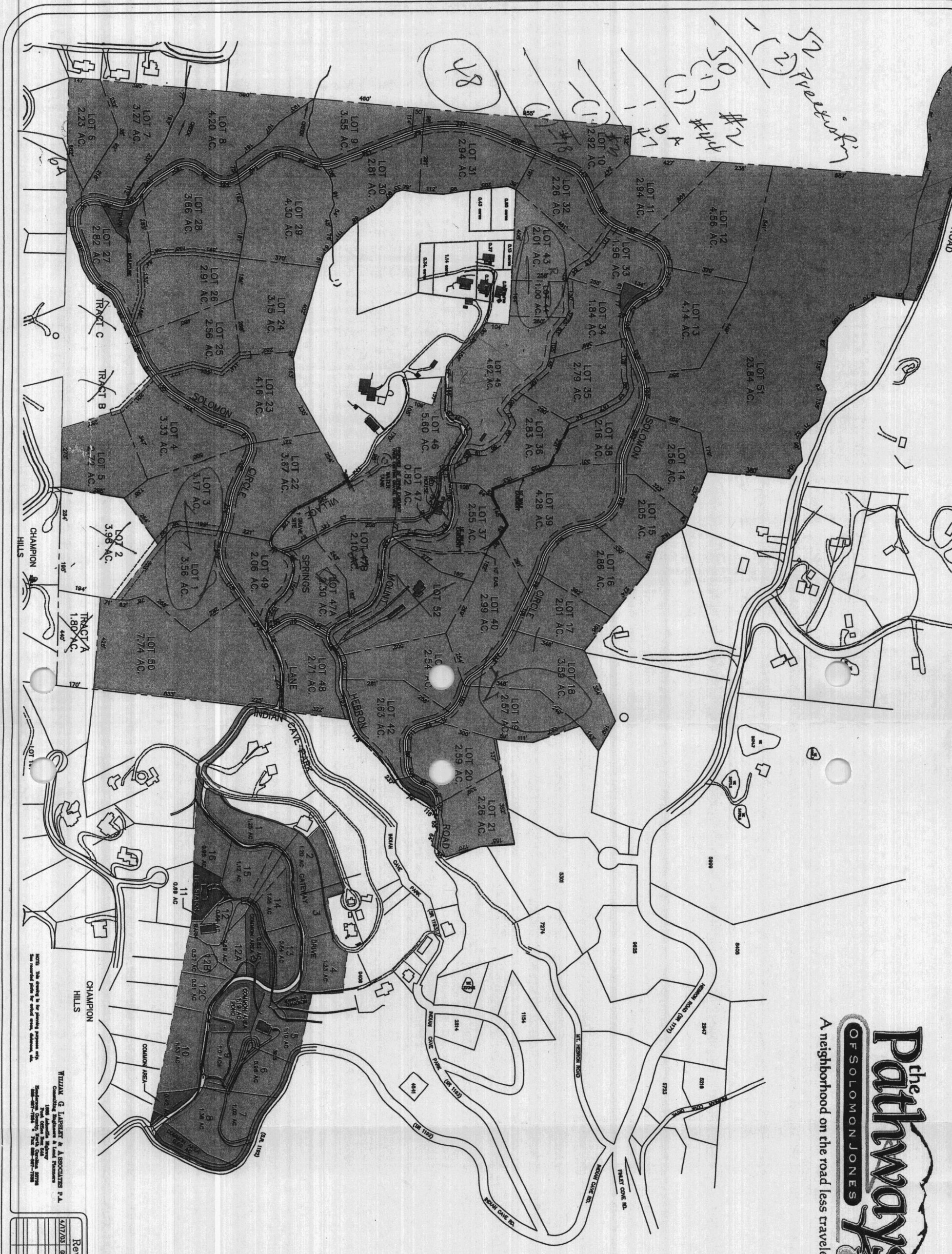
THE PATHWAYS OF SOLOMON JONES CRAB CREEK TOWNSHIP HENDERSON CO., N.C.

PRELIMINARY DEVELOPMENT PLAN

NO.	DATE	REVISION DESCRIPTION	BY
1	4/1/99	PRELIMINARY PLAN REVIEW	JCS
2	4/5/99	PRELIMINARY PLAN REVISIONS	LMR

PROJECT MANAGER	J.P.R.	DEPARTMENT	J.C.H.
LEAD DESIGN PROF.	J.P.R.	CHECKED	J.P.R.
DRAWN	L. ROBINSON	DATE	MARCH 1999

PROJECT MANAGER	J.P.R.	DEPARTMENT	J.C.H.
LEAD DESIGN PROF.	J.P.R.	CHECKED	J.P.R.
DRAWN	L. ROBINSON	DATE	MARCH 1999



the Pathways
OF SOLOMON JONES
A neighborhood on the road less traveled

NOTE: This drawing is for planning purposes only. Not intended for actual construction. Dimensions shown are approximate.

WILLIAM G. LAPSLEY & ASSOCIATES P.A.
Consulting Engineers & Land Planners
1000 Lakeside Parkway
Hendersonville, NC 28035
704-897-1234 Fax 704-897-1235

DATE	REVISIONS
4/17/03	GENERAL

PRELIMINARY
NOT FOR CONSTRUCTION

1" = 200'

date: 3/00
job: 99144
drawn: GTJ

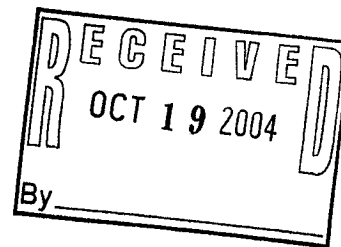
sheet
1 of 1

MASTER PLAN

THE PATHWAYS & EASTGATE OF
SOLOMON JONES
HENDERSON COUNTY
NORTH CAROLINA

WILLIAM G. LAPSLEY & ASSOCIATES P.A.
CONSULTING ENGINEERS & LAND PLANNERS
HENDERSONVILLE, NORTH CAROLINA

10/1/04



October 14, 2004

Henderson County Planning Board
Karen Smith, Director
101 E. Allen Street
Hendersonville NC 28792

Dear Karen,

Thank you for your time and consideration earlier this month regarding the Pathways of Solomon Jones subdivision.

Your kind invitation, at the urging of Attorney Bill Shumway and David Huntley, surveyor, that I appear before the Planning Board at their November meeting is accepted. We seek clarification of issues that are consistent with the approved density of our community plan, but potentially would increase the number of lots.

We plan to bring an updated site map and any further material or information you might suggest.

Best regards,

A handwritten signature in cursive script that reads 'J. Alan Rieger'.

J. Alan Rieger
Manager, Solomon, LLC





WILLIAM G. LAPSLEY & ASSOCIATES P.A.
CONSULTING ENGINEERS & LAND PLANNERS
HENDERSONVILLE, NORTH CAROLINA

THE PATHWAYS & EASTGATE OF
SOLOMON JONES
HENDERSON COUNTY
NORTH CAROLINA

MASTER PLAN

sheet
1 of 1

the Pathways

OF SOLOMON JONES

A neighborhood on the road less travelled



RECEIVED
NOV 16 2004
By _____

1"=200'

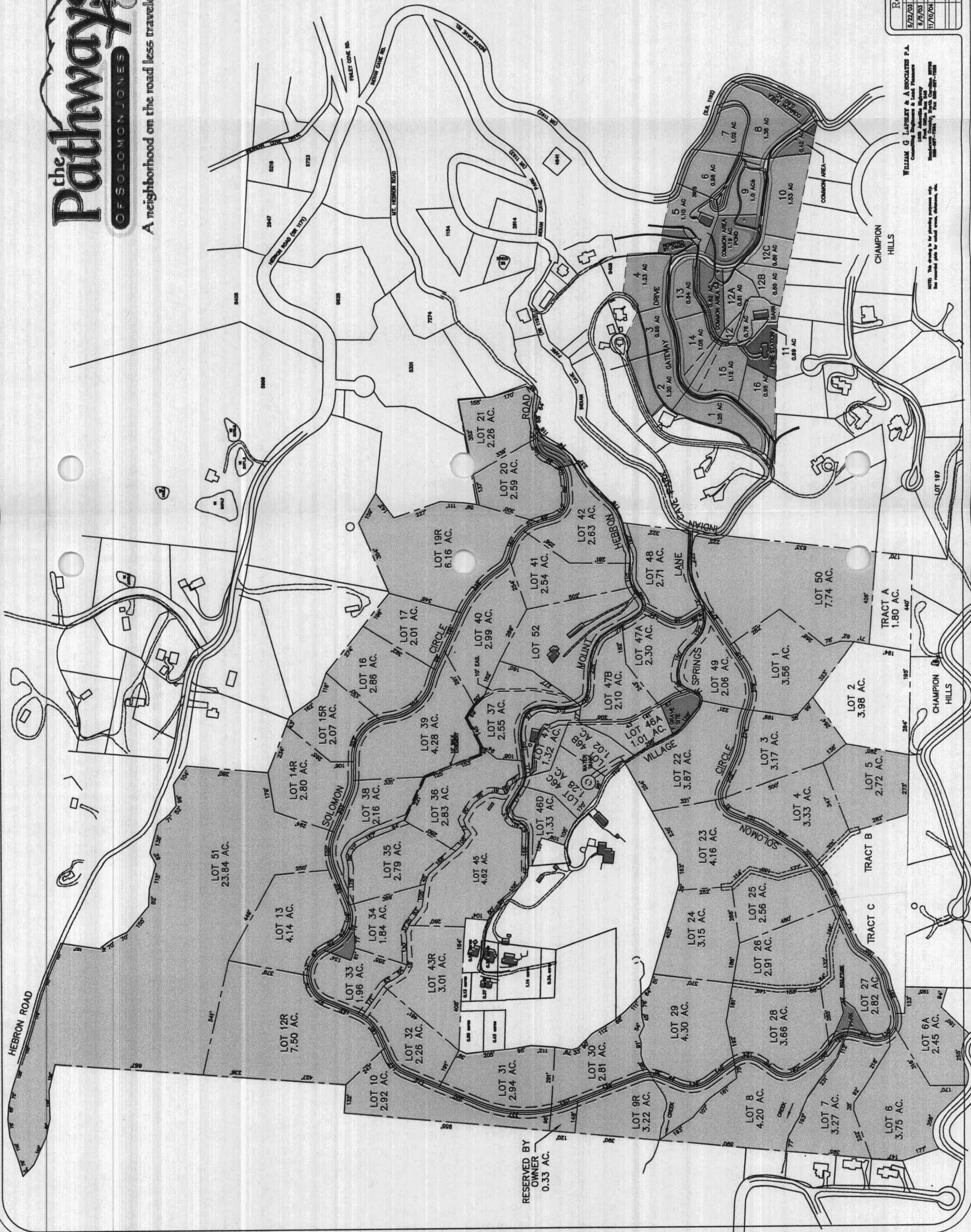


date: 5/03
job: 04184
drawn: GTJ

Revisions	
5/22/03	GENERAL
6/9/03	MINOR
11/19/04	UPDATED

WILLIAM G. LAPSLEY & ASSOCIATES P.A.
Consulting Engineers & Land Planners
1000 Johnson Drive
Hendersonville, NC 28033
Tel: 704-897-7878 Fax: 704-897-7878

NOTES: This drawing is for planning purposes only.
See recorded plat for actual street addresses, etc.



HENDERSON COUNTY
Planning Department

9

101 East Allen Street • Hendersonville, NC 28792
Phone 828-697-4819 • Fax 828-697-4533

Memorandum

TO: Henderson County Planning Board
FROM: Karen C. Smith, Planning Director *KCS*
DATE: November 11, 2004
SUBJECT: Master Plan and Phase I Development Plan for Tatham Woods
Major Subdivision File #2004-M16

PROJECT OVERVIEW

Mark Searcy (Vista Developers, LLC), developer and agent for Catexor, Inc., and Mark Dalton, Property Owners, submitted applications for approval of a Master Plan and Phase I Development Plan for Tatham Woods. The applications propose the expansion of the existing Tatham Woods and Tatham Mountain Estates developments located off US Highway 64 East (Chimney Rock Road).

The Master Plan shows that the expansion area is approximately 111 acres in size and has the potential for 388 additional residential lots/units, excluding 46 previously platted lots. The Development Plan for Phase I proposes 22 single-family residential lots on approximately 30 acres of land located to the north of the existing lots in Tatham Woods (see attached vicinity map). There are 23 lots shown on the Development Plan, however the Plan notes that the area shown as lot 93 will be combined with lot 49 in the existing Tatham Mountain Estates development after final plat recordation. The lots in Phase I will be accessed by the existing road system in Tatham Woods as well as new private roads. According to information supplied by Luther Smith, on behalf of the developer, recorded plats of lots in the original phases of Tatham Woods are signed by NCDOT, indicating that the roads were designed to NCDOT standards. Individual wells and septic tanks are proposed for Phase I. The application materials indicate that Phases II and III will be served by public water (City of Hendersonville system) and some form of community sewer.

The proposed subdivision is located in an Open Use (OU) zoning district, which does not regulate residential development. The property is not within a designated water supply watershed but it is less than one-half mile from the Edneyville, Fruitland and Clear Creek Farmland Preservation Districts. According to the plans and other application materials, portions of the subject property along Lewis Creek are located within the 100-year floodplain. Lewis Creek, which is, according to the plans, designated Class C Trout Waters by the State of North Carolina, borders the north side of Phase I and runs close to the northeastern border of Phase III,

The Master Plan will be revised in the future as more detailed planning of Phases II and III occurs. Because Phases II and III are labeled "future development," Master Plans and Development Plans for those sections must be submitted to the Planning Board for approval. It

is my understanding that the developer expects that the number of lots/residential units noted for Phases II and III on the Master Plan (214 and 152, respectively) will be reduced. Since the submittal of the Tatham Woods Master Plan and Phase I Development Plan, I have had a pre-application conference for plans for Phases II and III with another agent for property owner Catexor, Inc. Luther Smith more recently submitted a color "Research Master Plan" for the project (attached) which indicates that the name of Phase I of the project will be changed to "Vista at Blacksmith Mountain." Representatives for the developer and property owner(s) will be present at the November 16, 2004 meeting to further explain how the project will be developed in the future.

TECHNICAL AND PROCEDURAL COMMENTS

Staff has reviewed the submitted Master Plan and the Development Plan for Phase I of the proposed expansion to Tatham Woods for conformance with the Henderson County Subdivision Ordinance (HCSO) and offers the following comments:

Master Plan

1. **No Comments.** It appears that all requirements have been satisfied.

Development Plan

1. **Soil Erosion and Sedimentation Control.** The Developer should submit notice from NC DENR that a soil erosion and sedimentation control plan has been received or provide documentation that no plan is required prior to beginning construction. Shawna Riddle of the North Carolina Department of Environment and Natural Resources (NC DENR), Land Quality Section, stated in an e-mail to the Planning Director that the site has an approved erosion control plan. The developer should submit documentation of such approval from NC DENR prior to beginning construction. (HCSO 170-19)
2. **Water Supply.** The developer has proposed individual wells for the Phase I lots. Jerry Robinson, a Registered Sanitarian with the Henderson County Department of Public Health, submitted comments (attached) indicating that drilling a well with a sufficient water yield can be difficult in the area of the proposed subdivision. Mr. Robinson recommends the use of City water unless a hydrologist or hydro-geologist could advise the developer in locating wells. Section 170-20B of the Subdivision Ordinance requires connection to a public water system if a subdivision is located within a certain distance from an existing water system (such distance being 100 feet times the number of proposed lots). Some exceptions do apply and the Ordinance does not require connection if the subdivision is more than 5,000 feet from an existing water line. Based on the number of lots proposed for the entire development and the number of lots in Phase I, the subdivision would not be required to connect to the public water system, which the application materials indicate is located within 3,186 feet of Phase I, on US Highway 64. The developer submitted with the Master Plan a letter from the City of Hendersonville Water and Sewer Department stating that water service is available to the proposed subdivision provided approval is granted by the City Council and the appropriate fee is paid. Since connection to the public water system is not required in this case, the Planning Board may

just want to ask the developer to take the comments from the Department of Public Health under advisement. (HCSO 170-20B)

3. **Private Roads.** Because private roads are proposed for Phase I, the final plat must contain a note stating: *The private roads indicated on this final plat may not meet the requirements of the North Carolina Department of Transportation for acceptance into the state road system.* (HCSO 170-21B and Appendix 7)
4. **Farmland Preservation District.** The Final Plat should include a notation that the property is within ½ mile of land in a Farmland Preservation District. (HCSO 170-35 and Appendix 7)
5. **Setback from Perennial Streams.** The Development Plan shows the required 30-foot setback for buildings and structures from perennial streams. The minimum 30-foot setback must be noted on the Final Plat. (HCSO 170-37A and Appendix 7).
6. **Other Final Plat Requirements.** In addition to the items noted above, the Final Plat(s) for Phase I must meet the requirements of Appendix 7 of the Subdivision Ordinance.

STAFF RECOMMENDATION

The plans and other application materials appear to satisfactorily address the requirements of the Subdivision Ordinance, therefore Staff recommends approval of both the Master Plan and the Development Plan for Phase I of Tatham Woods subject to the above listed comments being addressed as noted and the developer addressing any issues raised by the Planning Board.

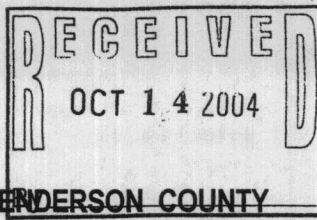
PLANNING BOARD ACTION

Suggested Motion

I move that the Planning Board find and conclude that the Master Plan and the Development Plan for Phase I of Tatham Woods comply with the provisions of the Subdivision Ordinance except for those matters addressed in the Technical and Procedural Comments section of the Staff's memo that have not been satisfied by the developer;

AND

I further move that the Master Plan and the Phase I Development Plan be approved subject to the following conditions: The developer satisfies comment 1 prior to beginning construction, satisfies comments 3 through 6 on the Final Plat and takes comment 2 under advisement (and any other conditions imposed by the Planning Board).



APPENDIX 1

HENDERSON COUNTY
SUBDIVISION APPLICATION FORM

October 12, 2004
Date of Application
XX Major Subdivision

Tatham Woods - Master Plan
Subdivision Name
Minor Subdivision

2004-116
Application Number
Other

Property Owners Name: Catexor, Inc.
Address: 2730 SW 3rd Ave., Suite 800
City, State, Zip: Miami, FL 33129
Owner's Agent: Mark Searcy, Vista Developers, 525 North Main St., Hendersonville, NC 28792
Telephone No: 828-698-2400

PHASE 1

PIN 9691-52-0673 Deed Book/Page 1192/274
PIN 9691-52-7967 - Mark Dalton - Owner (agent form attached) Deed Book/Page 1165/651

PHASE 2

PIN 9691-70-2580 Deed Book/Page 1192/274
PIN 9691-60-4704 Deed Book/Page 1192/271

PHASE 3

PIN 9691-72-5426 Deed Book/Page 1192/274

Zoning District OU Fire District Edneyville Watershed French Broad

Location of property to be divided: On Tatham Woods Drive off US 64 East, including Tatham Woods and Tatham Mountain Estates

Type of Subdivision: (XX) Residential () Commercial () Industrial Present Use

No. Lots Created Original Tract Size New Tract Size 11 ac. No. New Lots 388

Road System: () Public (X) Private () Combination Public and Private

Water System: (X) Individual () Community (XX) Municipal

Sewer System: (X) Individual (XX) Community () Municipal

Fee: \$ 200.00 Paid \$200.00 10/14/04 Method Check # 11538 (portion) Receipt # 6310 (portion)

I certify that the information shown above is true and accurate and is in conformance with the Henderson County Subdivision Ordinance.

[Signature]
APPLICANT (OWNER OR AGENT)

10/13/04
DATE

Development Plan Approval / Conditions

Final Plat Approval: Plat Recorded

HENDERSON COUNTY
SUBDIVISION APPLICATION FORM

October 12, 2004
Date of Application

Tatham Woods -Phase 1
Subdivision Name

2004-M16
Application Number

Major Subdivision Minor Subdivision Other

Property Owners Name: Catexor, Inc.

Address: 2730 SW 3rd Ave., Suite 800

City, State, Zip: Miami, FL 33129

Owner's Agent: Mark Searcy, Vista Developers, 525 North Main St., Hendersonville, NC 28792

Telephone No: 828-698-2400

PHASE 1

PIN 9691-52-0673 Deed Book/Page 1192/274

PIN 9691-52-7967 - Mark Dalton - Owner (agent form attached) Deed Book/Page 1165/651

Zoning District OU Fire District Edneyville Watershed French Broad

Location of property to be divided: On Tatham Woods Drive off US 64 East

Type of Subdivision: () Residential () Commercial () Industrial Present Use _____

No. Lots Created 23 Original Tract Size 30 ac. New Tract Size _____ No. New Lots 23

Road System: () Public () Private () Combination Public and Private

Water System: () Individual () Community () Municipal

Sewer System: () Individual () Community () Municipal

Fee: \$ 200.00 Paid 200.⁰⁰ 10/14/04 Method check #11538 (portion)
Receipt # 6310 (portion)

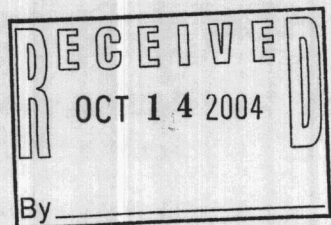
I certify that the information shown above is true and accurate and is in conformance with the Henderson County Subdivision Ordinance.

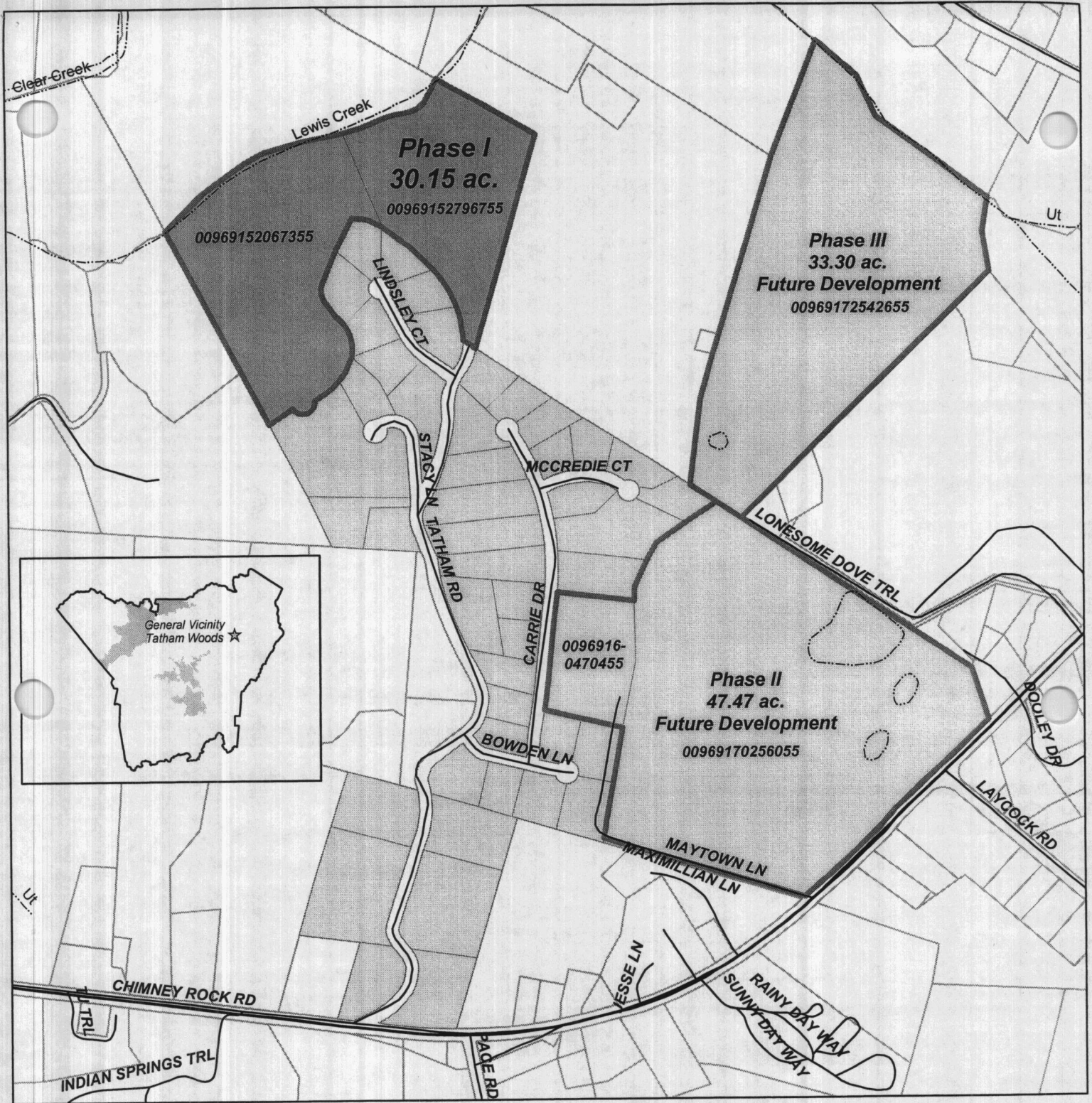
[Signature]
APPLICANT (OWNER OR AGENT)

10/13/04
DATE

Development Plan Approval / Conditions _____

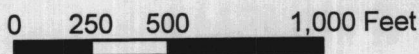
Final Plat Approval: _____ Plat Recorded _____





Tatham Woods

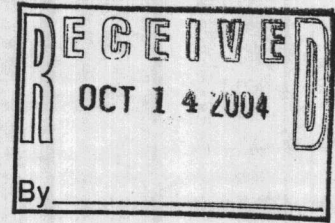
PROPERTY OWNERS: Catexor, Inc.; Mark Dalton
AGENT: Mark Searcy, Vista Developers
ZONING: Open Use
WATERSHED: N/A



- Secondary Roads
- Major Roads
- Surface Water
- Parcels
- Tatham Woods Phase I
- Tatham Woods

TATHAM WOODS

Project Narrative



Project Description

Tatham Woods is an existing subdivision, a portion of which was approved and recorded in the 1990's. This Application covers lands intended to be included in the original development, and additional adjacent properties that were not a part of the original subdivision.

Under the current Application, Tatham Woods is planned to include a total of 388 additional lots on \pm 111 acres. This total does not include 46 lots previously recorded. The project is located adjacent to US 64 East in Edneyville. Portions of the property include the original development, agricultural areas, and former commercial uses adjacent to US 64. Proposed development is identified in 3 phases.

Phase I includes that portion (\pm 30 acres) of the property intended to be part of the original Tatham Woods. Lots in Phase I will be served by the existing road system, and will have individual wells and septic fields. Phase I includes 23 lots.

Phase II includes \pm 47.7 acres and is planned to include 214 single family lots. Phase II will be served by public water and community sewer.

Phase III includes \pm 33.3 acres and is planned to include 152 single family lots. Phase III will be served by public water and community sewer. Units within Phases II & III may include individual single family units and attached single family units in townhome ownership.

Development Scheduling

Development of Phase I is intended to begin in late fall of 2004. Phase II is planned to begin in the spring of 2005. Phase III scheduling is undefined at this time and will be adjusted to meet market conditions.

Access

The proposed development has direct access to US 64. Phase I access will include the existing road system in Tatham Woods. Phase II & III will have direct access to US 64. An internal connection between Phases II & III and the existing development is planned to tie all portions of the project together and provide better emergency services access.

Adjacent Land Use

Land areas adjacent to the project include a mix of uses from agricultural to low density residential.



Utility Services

As indicated, Phase I will be served by individual utilities. Phases II & III will be served by public water, available at US 64, and community sewer. The specific form of community sewer has not been defined at this time, but several options exist.

Ownership & Maintenance

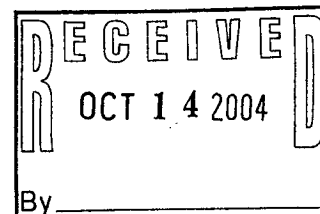
The existing Tatham Woods development was proposed to have a Home Owners Association which was never activated. The proposed development will have a Property Owners Association which will own and maintain all common properties throughout the entire development. All property owners will be required to be members of the POA, including owners in the existing subdivision.

**ADJOINERS/EXISTING PLATTED LOTS WITHIN TATHAM WOODS &
TATHAM MOUNTAIN ESTATES**

LOT NUMBER	OWNER	DEED BOOK/PAGE
1	MATTHEW COOKE	998/322
2	JOSEPH POWELL	1104/397
3 & 4	GAE SUZANNE BROWN	636/43
5	RANDOLPH HOLBERT	733/237
6	JEFFREY & CINDELINA WARD	1008/031
7	PAUL & ELEANOR BROWN	564/276
8	SHARON BEABOUT	1020/2000
9	ROBERT & THONDA MATHEWS	1149/119
10	THOMAS L. TATHAM FARM INC.	732/445
12	DWIGHT GILBERT	928/113
13	BIREN & RACHNA PATEL	902/152
14	RUSSELL & AUBREY KISCHUK	770/475
15	RUSSELL & AUBREY KISCHUK	807/435
23	RONALD & NANCY FOWLER	797/225
25R	RICHARD McDONALD	1147/198
27	RICKY & DIANNE BRADLEY	958/531
30	KEVIN LEE TYMKO	1083/311
31	WAYNE & TAMARA HYDER	844/51
32	ANITA RHODES	587/225
39	DENNIS & JOYCE CAULDER	1102/317
44	MARTI IRELAND & FRANK GULYAS	1180/329
50	DOROTHY MCGILL	1194/646
51	ROBERT TAYLOR	1179/290

EXISTING PLATTED LOTS OWNED BY CATEXOR, LLC

LOT NUMBER	PIN #	
11	9691-60-3056	
16	9691-60-0649	
17	9691-50-8995	
18	9691-60-0894	
19	9691-61-1003	
20	9691-51-9116	
21	9691-51-9249	
22	9691-51-9415	
24R	9691-61-4151	All lots recorded in Deed Book 1192 Page 274
27R	9691-61-8415	
33	9691-61-2802	
34	9691-61-0971	
35	9691-52-9041	
36	9691-51-8881	
37	9691-51-5303	
40	9691-51-2398	
43	9691-51-3994	
45	9691-52-5100	
46	9691-52-4226	
47	9691-52-3403	
48	9691-52-3682	
49	9691-52-5546	



OFFICERS:

Fred H. Niehoff, Jr
Mayor
Ron Stephens
Mayor Pro-Tem
Chris A. Cantor
City Manager

CITY OF HENDERSONVILLE

"The City of Four Seasons"

WATER AND SEWER DEPARTMENT
Don Sides, Director

CITY COUNCIL:

HARRIANA VIMMER
MARY JO PADGETT
RON STEPHENS
JON LAUGHTER

October 7, 2004

Brooks & Modlock Engineering, PLLC
Attn: Norman E. Divers III
17 Arlington Street
Asheville, N.C. 28801

Re: WATER AVAILABILITY
Tatum Woods Subdivision
N.C. Tax Map # 969170256055

Dear Mr. Divers:

In response to your written request of October 7, 2004 for a letter from the City of Hendersonville indicating the availability of water service the following is provided.

Water service is available to the proposed Tatum Woods Subdivision provided the Hendersonville City Council approves the required line extension agreement, and all requirements of that agreement, and applicable fees are paid prior to connection.

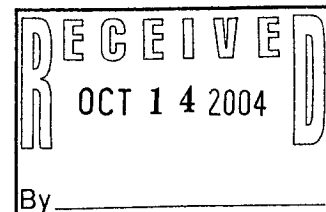
This advisory letter does not bind the City nor does it commit the City to reserve any level and/or amount of water service for the applicant.

If you have any questions, please feel free to contact me at 828-697-3073.

Sincerely,


Dennis L. Frady
Distribution & Collection Systems Manager
City of Hendersonville

cc: Project file



Karen C Smith

From: Jerry Robinson [jerryr@hendersoncountync.org]

Sent: Friday, October 29, 2004 11:20 AM

To: kcsmith@hendersoncountync.org

Subject: Tatham Woods -(file # 2004-M16)

I have reviewed the plan for subdivision application #2004-M16 (Tatham Woods) and offer the following comments:

Each lot in section I will be evaluated by the Health Department for the suitability to install wells and on-site wastewater treatment and disposal systems. Some lots may not be suitable for these systems due to topography, soils, required set-backs etc. This area has also been found, in some cases, to be a difficult place to obtain a drilled well with adequate yield of water. This Department would recommend the use of City water instead of individual wells unless a hydrologist or hydro-geologist could advise the developer in locating water-supply wells.

Phases II & III are to be served by other types of wastewater treatment and disposal systems regulated by the State.

REVIEWED BY: Jerry R. Robinson R.S. Henderson County Department of Public Health October 29, 2004

RECEIVED
OCT 14 2004

S-1
SHEET

10-3-2004
Drawn By: J.C.
Checked By: J.C.
Project: Tatham Woods
Drawing No.: 281

HENDERSON COUNTY,
NORTH CAROLINA

Tatham Woods Master Plan

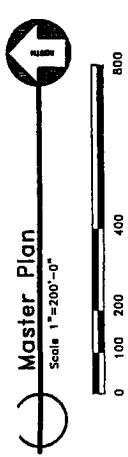
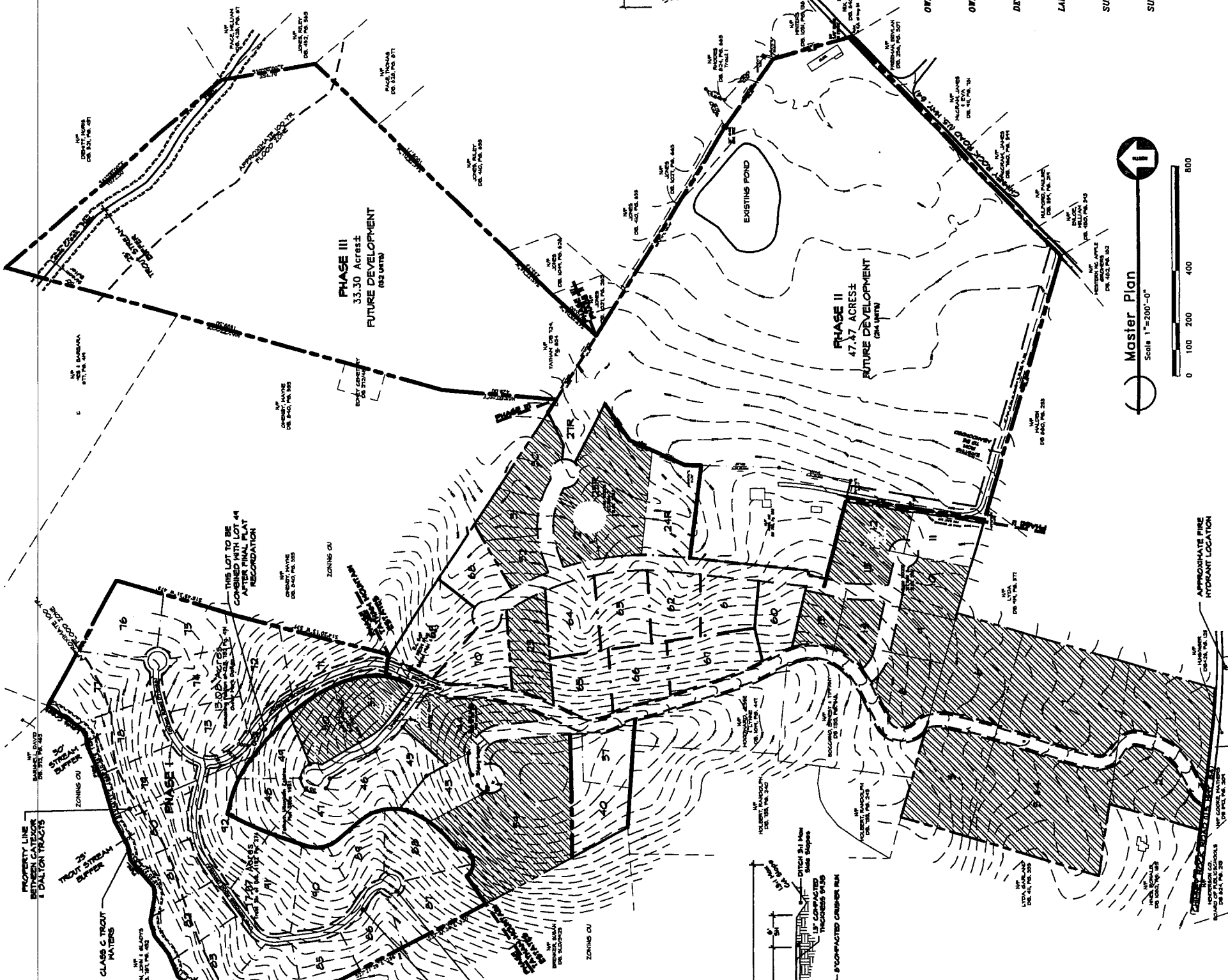
Luther E. Smith & Associates, P.A.
LAND PLANNING & LANDSCAPE ARCHITECTURE
181 Third Avenue West Suite 1
Hendersonville, NC 28752
Phone: (704) 897-8207
Fax: (704) 897-8408
E-mail: lsmith@leaspa.com

281
NORTH CAROLINA
LUTHER E. SMITH & ASSOCIATES, P.A.

PROJECT SUMMARY

TOTAL PROJECT AREA	110.92 Acres*
PHASE I	90.15 AC.
PHASE II	47.47 AC.
PHASE III	35.50 AC.
PIN #	4691-52-0673 4691-52-7467 4691-72-5426 4691-70-2560 4691-60-4704 OPEN USE
EXISTING ZONINGS	504 29 214 PHASE III 152 306 UNKNOWN MULTI-FAMILY 22 23 214 (4.6 UNITS/AC.) UNKNOWN 152 (4.6 UNITS/AC.) UNKNOWN 35' EDNEYVILLE
NO. LOTS	3186 FT.
PHASE I	3186 FT.
PHASE II	PUBLIC/INDIVIDUAL COMMUNITY/INDIVIDUAL INDIVIDUAL
PHASE III	2627 LF (PHASE I) FRENCH BROAD PRIVATE
PROPOSED USES/AMENTS	SEWER WATER DISTANCE TO HYDRANT/ WATER SUPPLY POINT AVAILABLE ON US 64
SINGLE FAMILY	TRASH
MULTI-FAMILY	LENGTH OF PRIVATE ST.
MAXIMUM BLDG. HEIGHT	WATERSHED
SINGLE FAMILY	ROADS
APARTMENTS	
FIRE DISTRICT	

*PORTIONS OF THE SITE ARE WITHIN THE 100 YR. FLOOD PLAIN.
-THIS PROJECT IS LOCATED WITHIN 1/2 MILE OF EDNEYVILLE, FRUITLAND & CLEAR CREEK AGRICULTURAL DISTRICTS.
-ROAD & DRIVE CONSTRUCTION SHALL MEET HENDERSON COUNTY SUBDIVISION ORDINANCE.



TATHAM WOODS
MARK DALTON
228 DALTON TRAIL DR.
HENDERSONVILLE, NC 28752
888 685-9830

OWNER

CATEYOR
2730 S.W. 3RD. AVE. SUITE 600
MIAMI, FL 33129
304 866-8500

OWNER

VISTA DEVELOPERS LLC
5375 N. MAIN ST.
HENDERSONVILLE, NC 28752
888 688-2400

DEVELOPER

LUTHER E. SMITH & ASSOCIATES, P.A.
181 THIRD AVENUE WEST SUITE 1
HENDERSONVILLE, NC 28752
888 687-8207

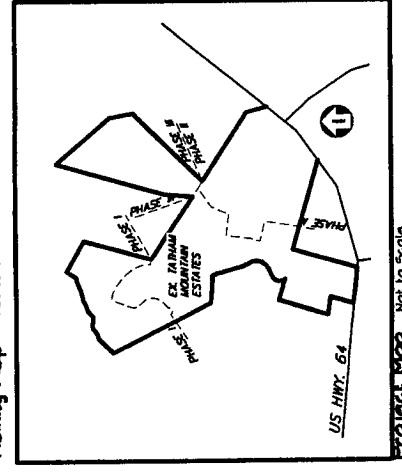
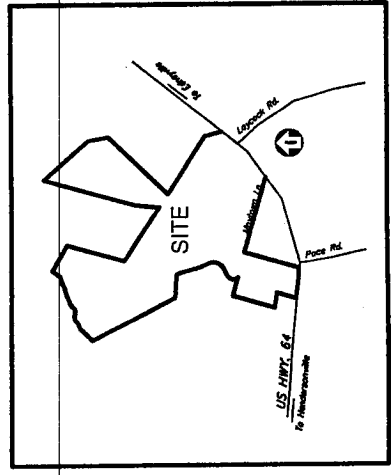
LAND PLANNER

ASSOCIATED LAND SURVEYORS
P.O. BOX 876
HENDERSONVILLE, NC 28742
888 890-9507

SURVEYOR

FREELAND CLINICAL ASSOCIATES
201 EAST 2ND AVE.
HENDERSONVILLE, NC 28752
888 687-6539

SURVEYOR



Project Map NOT TO SCALE

Showing various easements, utility lines, and other site details.

Cul-De-Sac Section (Private)
Not to Scale

Table 1: Summary of Areas

Area	Area (Acres)	Units
PHASE I	90.15	102
PHASE II	47.47	
PHASE III	35.50	
TOTAL	110.92	102

Table 2: Summary of Easements

Easement Type	Length (Feet)
SEWER	1,234
WATER	1,567
TRASH	2,345
HYDRANT	3,456
WATERSHED	4,567
ROAD	5,678
EASEMENT	6,789
UTILITY	7,890
OTHER	8,901
TOTAL	30,456

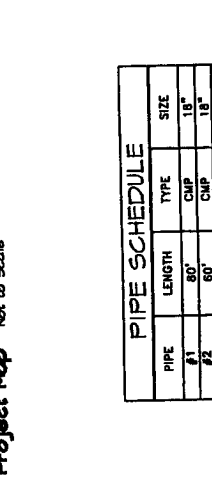
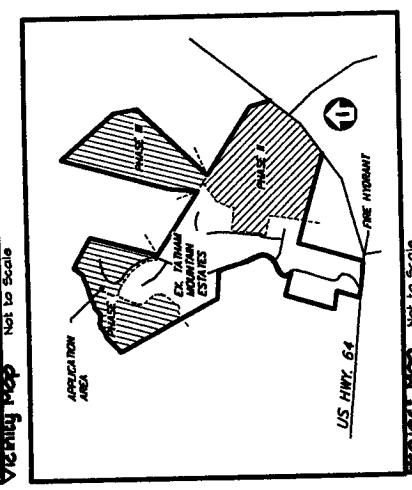
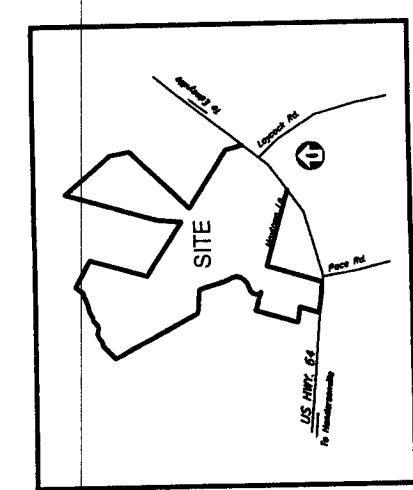
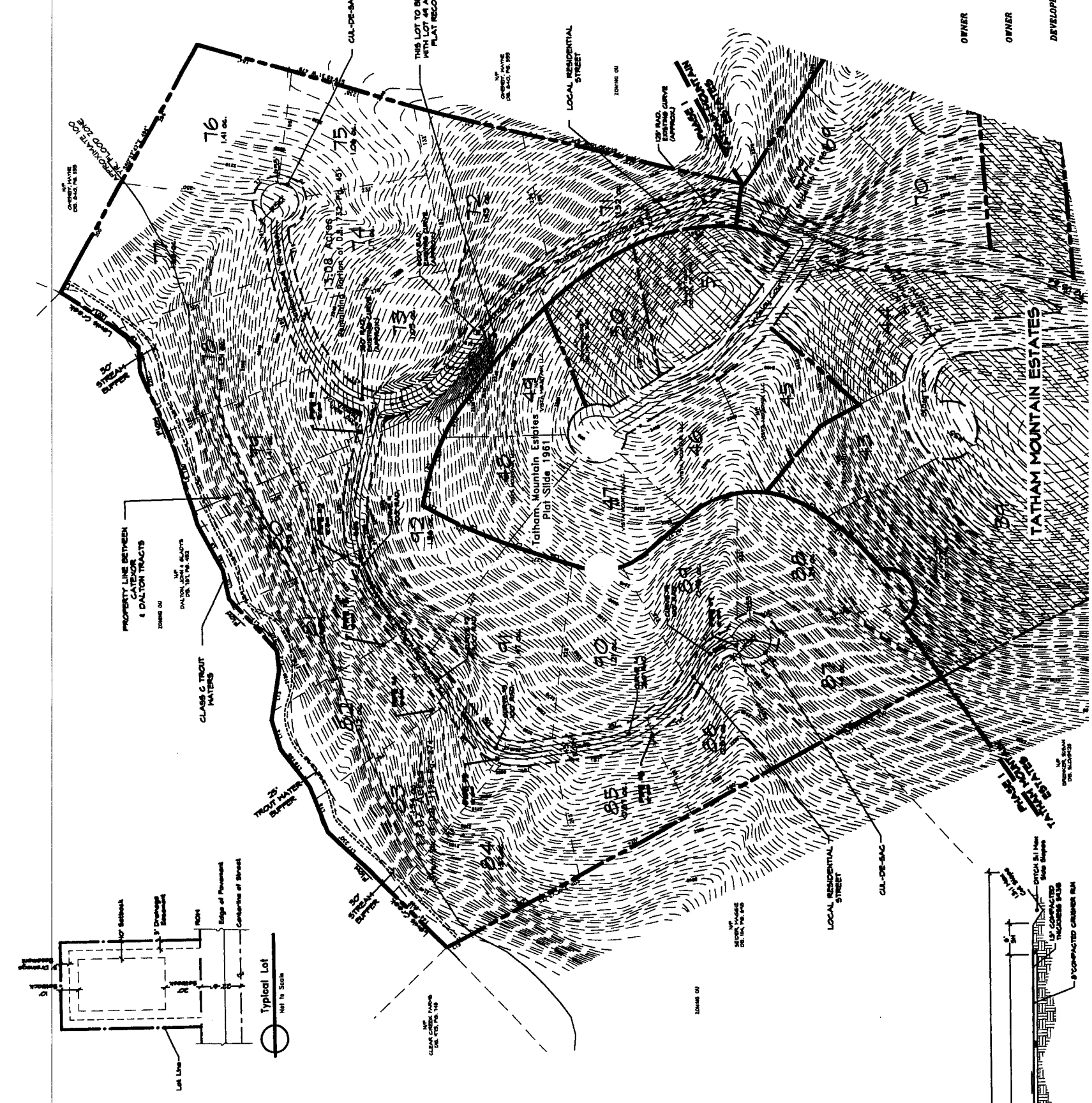
SUBMITTED TO HENDERSON COUNTY FOR MASTER PLAN APPROVAL OCT. 15, 2004

PROJECT SUMMARY-PHASE I

TOTAL PROJECT AREA	5015 AC.
EXISTING ZONING	9691-52-0675
NO. OF LOTS	CU 23
PROPOSED USE/UNITS	22
SINGLE FAMILY	35
MAXIMUM BLDG. HEIGHT	8'1" AC.
MINIMUM LOT SIZE	EDNEYVILLE
MAXIMUM LOT SIZE	5106 FT.
FIRE DISTRICT	3148 FT.
DISTANCE TO PUBLIC WATERS	INDIVIDUAL
AVAILABLE ON US 64	INDIVIDUAL
DISTANCE TO HYDRANT	INDIVIDUAL
WATER SUPPLY POINT	TRASH
(SEE PROJECT MAP)	LENGTH OF PRIVATE ST.
WATER	2627 LF.
SEWER	
TRASH	
LENGTH OF PRIVATE ST.	

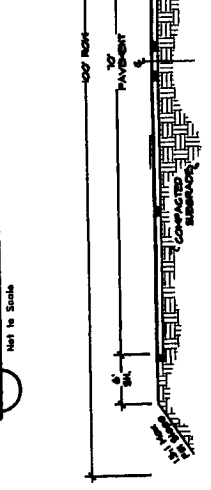
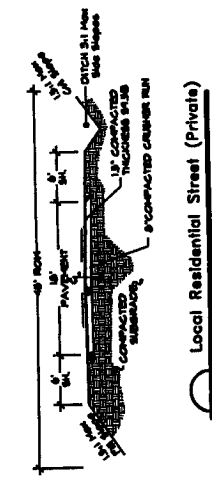
-PORTIONS OF THE SITE ARE WITHIN THE 100 YR. FLOOD PLAIN.
-THIS PROJECT IS LOCATED WITHIN 1/2 MILE OF EDNEYVILLE, FRUITLAND & CLEAR CREEK AGRICULTURAL DISTRICTS.
-ROAD & DRIVE CONSTRUCTION SHALL MEET HENDERSON COUNTY SUBDIVISION ORDINANCE.

Curve	Chord Direction	Length	Radius
C1	N87°18'W	175.0000	175.0000
C2	N10°45'W	100.0000	100.0000
C3	N17°43'W	20.8332	20.8332
C4	S82°28'E	51.7414	51.7414
C5	N52°02'W	34.7105	34.7105
C6	N72°03'W	47.1900	47.1900
C7	N88°11'E	142.2100	142.2100
C8	N72°27'E	141.7000	141.7000
C9	N71°11'E	55.1100	55.1100
C10	N88°23'E	132.4600	132.4600
C11	S86°11'E	37.1000	37.1000
C12	S86°11'E	37.1000	37.1000
C13	S86°11'E	37.1000	37.1000
C14	S86°11'E	37.1000	37.1000
C15	S86°11'E	37.1000	37.1000
C16	S86°11'E	37.1000	37.1000
C17	S86°11'E	37.1000	37.1000
C18	S86°11'E	37.1000	37.1000
C19	S86°11'E	37.1000	37.1000
C20	S86°11'E	37.1000	37.1000
C21	S86°11'E	37.1000	37.1000
C22	S86°11'E	37.1000	37.1000
C23	S86°11'E	37.1000	37.1000
C24	S86°11'E	37.1000	37.1000
C25	S86°11'E	37.1000	37.1000
C26	S86°11'E	37.1000	37.1000
C27	S86°11'E	37.1000	37.1000
C28	S86°11'E	37.1000	37.1000
C29	S86°11'E	37.1000	37.1000
C30	S86°11'E	37.1000	37.1000
C31	S86°11'E	37.1000	37.1000
C32	S86°11'E	37.1000	37.1000
C33	S86°11'E	37.1000	37.1000
C34	S86°11'E	37.1000	37.1000
C35	S86°11'E	37.1000	37.1000
C36	S86°11'E	37.1000	37.1000
C37	S86°11'E	37.1000	37.1000
C38	S86°11'E	37.1000	37.1000
C39	S86°11'E	37.1000	37.1000
C40	S86°11'E	37.1000	37.1000
C41	S86°11'E	37.1000	37.1000
C42	S86°11'E	37.1000	37.1000
C43	S86°11'E	37.1000	37.1000
C44	S86°11'E	37.1000	37.1000
C45	S86°11'E	37.1000	37.1000
C46	S86°11'E	37.1000	37.1000
C47	S86°11'E	37.1000	37.1000
C48	S86°11'E	37.1000	37.1000
C49	S86°11'E	37.1000	37.1000
C50	S86°11'E	37.1000	37.1000
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C66	S86°11'E	37.1000	37.1000
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C78	S86°11'E	37.1000	37.1000
C79	S86°11'E	37.1000	37.1000
C80	S86°11'E	37.1000	37.1000
C81	S86°11'E	37.1000	37.1000
C82	S86°11'E	37.1000	37.1000
C83	S86°11'E	37.1000	37.1000
C84	S86°11'E	37.1000	37.1000
C85	S86°11'E	37.1000	37.1000
C86	S86°11'E	37.1000	37.1000
C87	S86°11'E	37.1000	37.1000
C88	S86°11'E	37.1000	37.1000
C89	S86°11'E	37.1000	37.1000
C90	S86°11'E	37.1000	37.1000
C91	S86°11'E	37.1000	37.1000
C92	S86°11'E	37.1000	37.1000
C93	S86°11'E	37.1000	37.1000
C94	S86°11'E	37.1000	37.1000
C95	S86°11'E	37.1000	37.1000
C96	S86°11'E	37.1000	37.1000
C97	S86°11'E	37.1000	37.1000
C98	S86°11'E	37.1000	37.1000
C99	S86°11'E	37.1000	37.1000
C100	S86°11'E	37.1000	37.1000



PIPE SCHEDULE

PIPE	LENGTH	TYPE	SIZE
P1	80'	CHP	18"
P2	60'	CHP	18"
P3	65'	CHP	18"
P4	65'	CHP	18"
P5	60'	CHP	18"
P6	50'	CHP	18"
P7	100'	CHP	18"



Development Plan
Scale 1"=100'-0"

0 50 100 200 400

TATHAM WOODS

OWNER
MARK DALTON
288 DALTON TRAIL DR.
HENDERSONVILLE, NC 28782
888 686-3830

OWNER
2730 S.W. 3RD. AVE. SUITE 800
MIAMI, FL 33129
304 866-8500

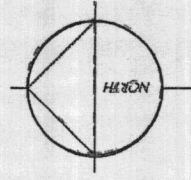
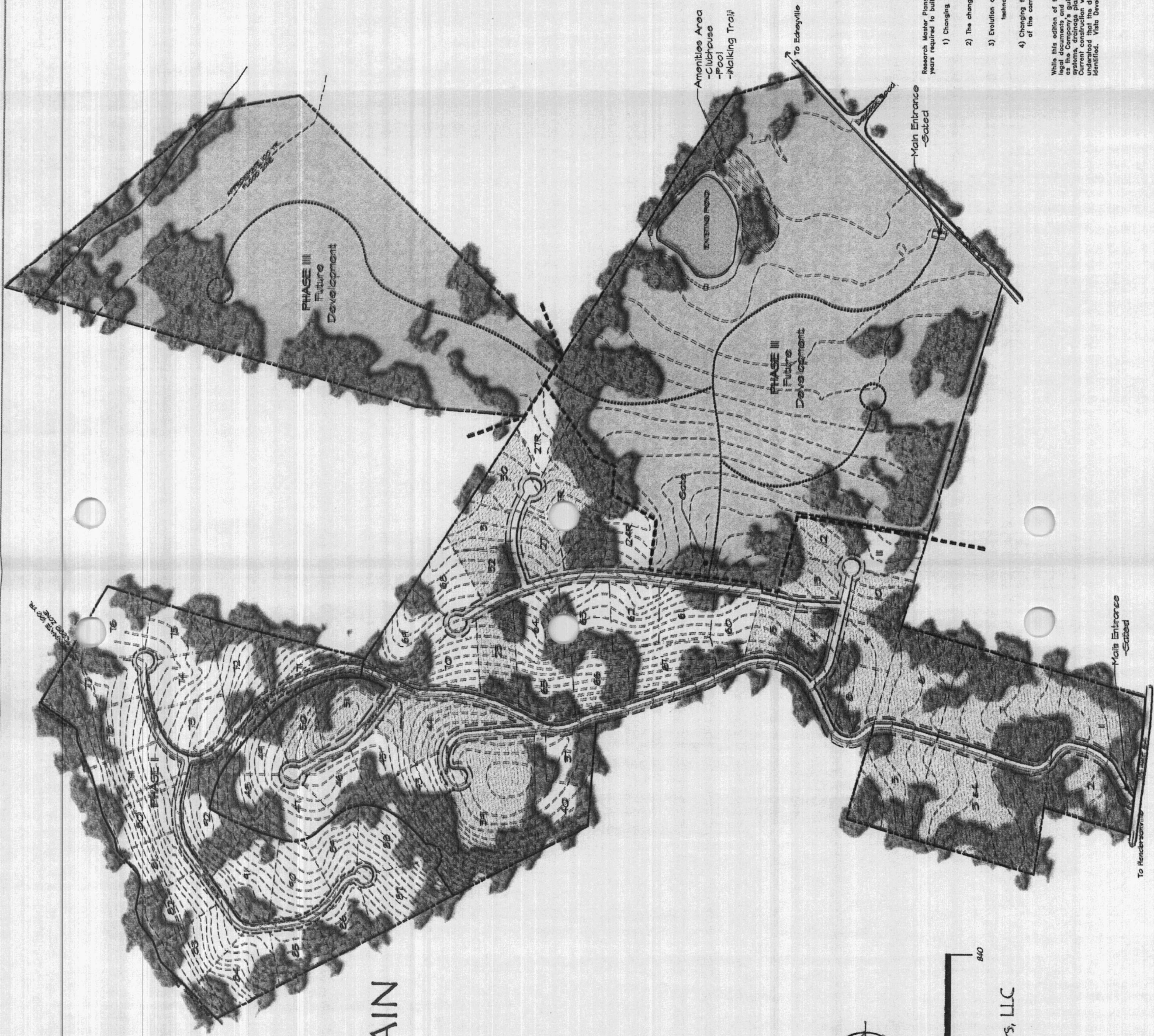
DEVELOPER
VISTA DEVELOPERS LLC
1000 S.W. 10TH ST.
HENDERSONVILLE, NC 28782
888 686-3400

LAND PLANNER
LUTHER E. SMITH & ASSOCIATES, P.A.
121 THIRD AVENUE WEST SUITE 1
HENDERSONVILLE, NC 28782
888 687-8207

SURVEYOR
ASSOCIATED LAND SURVEYORS
P.O. BOX 679
HENDERSONVILLE, NC 28782
888 686-3807

SUBMITTED TO HENDERSON COUNTY FOR
DEVELOPMENT PLAN APPROVAL OCT. 15, 2004

VISTA at BLACKSMITH MOUNTAIN



Vista Developers, LLC

RECEIVED
 NOV - 5 2004
 By

THE RESEARCH MASTER PLAN

Research Master Plans are design designs which are periodically modified and altered during the several years required to build a community, as the Company responds to:

- 1) Changing requirements in government regulations and financial institution requirements;
- 2) The changing needs of residents and community needs;
- 3) Evolution of the state of the art of community planning and development, new research studies and technological innovations;
- 4) Changing financial conditions making plan alterations desirable to maintain the economic health of the community development process.

While this edition of the Research Master Plan is thus a temporary design and not "frozen" as part of the legal documents of the project, it is intended to provide a framework for the development of the project as the Company's guidelines to location of roads, types of dwelling units, leisure trails and other circulation systems, drainage planning, recreation facilities, location, utilities design, and open space allocations. It is understood that the developer is in no way obligated to start or complete improvements or amenities currently identified. Vista Developers LLC reserves the right to make final plan changes.

HENDERSON COUNTY
Planning Department

101 East Allen Street • Hendersonville, NC 28792
Phone 828-697-4819 • Fax 828-697-4533

Memorandum

TO: Henderson County Planning Board
FROM: Karen C. Smith, Planning Director *KCS*
DATE: November 11, 2004
SUBJECT: Master Plan for Stonecrest Subdivision
Major Subdivision File #2004-M17

PROJECT OVERVIEW

Glade Holdings, Inc., developer and agent for Brickton Associates, LLC, and Kenneth Wilson, , Property Owners, submitted an application for approval of a Master Plan for a proposed subdivision to be known as Stonecrest.

The project site is located on approximately 96.23 acres of land off Fletcher View Drive, between Old Hendersonville and Howard Gap Roads. Some Planning Board members may recognize part of the property as being a "future development" parcel in a previously approved subdivision for Brickton Industrial Park, which adjoins the proposed subdivision on the west, along Old Hendersonville Road. A portion of the eastern boundary of the project site adjoins the rear of the property containing Fletcher Elementary School. The project site has some topographical challenges due to some areas having fairly steep slopes.

The project site consists of all or portions of 6 parcels of land shown on the attached vicinity map. Please note that since the 6 parcels have not been divided and/or combined to reflect the actual boundaries of the proposed Stonecrest, the vicinity map shows more land than is under consideration for subdivision approval. The Master Plan shows the actual development site.

The project will contain 133 lots and 232 residential dwelling units. Of the planned 133 lots, 132 will be for single-family dwellings and the other lot is proposed for apartments. The proposed residential units include 132 single-family dwellings (57 cottages; 44 villas; 30 townhomes and 1 farm lot) and 100 apartments. The developer has proposed that the villa lots will use a "zero lot line" concept. Access to all of the single-family lots in Stonecrest, other than the farm lot, will be from Fletcher View Drive, which intersects with Howard Gap Road. The farm lot will use the existing Ammons Drive, which appears to be a 30-foot wide right-of-way. The apartment lot will be accessed from the existing Old Hendersonville Road, on the west side of the project. Private roads are proposed within the project. The developer is also planning to maintain a significant amount of open space and also plans a recreation area.

For all but the farm lot, which will be served by a well and a septic tank, the developer has proposed public water (City of Hendersonville) and public sewer (Cane Creek Water and Sewer District). The Master Plan indicates that the project will be constructed in three phases; with the apartments as well as the more northern portions of the subdivision being included in Phase I.

The project site is located in a County Open Use (OU) zoning district which does not regulate residential uses of land. The property is within the US Highway 25 North Zoning Study, however, and may be subject to a change in zoning in the future. The project site is not within a designated water supply watershed and does not appear to be within one-half mile of a Farmland Preservation District.

Recently, the developer submitted a color version of the Master Plan to help the Planning Board members better identify project features. Except for the addition of color, it appears to be the same plan as that submitted on October 14, 2004.

TECHNICAL AND PROCEDURAL COMMENTS

According to Section 170-16B of the Henderson County Subdivision Ordinance (HCSO), the purpose of a Master Plan is to present the overall development concept for a project and to provide general information about the project to allow for assessment of its impact on growth and development of the County, environmental quality, land values, natural features, etc. Staff has reviewed the submitted Master Plan for Stonecrest for conformance with the Henderson County Subdivision Ordinance (HCSO) and offers the following comments:

1. **Sewer System.** The Henderson County Utilities Department, which manages the Cane Creek Water and Sewer District, has provided comments (see attached comments from Doyle Freeman and Jim Erwin) regarding the proximity of public sewer to the proposed subdivision and some of the challenges that the developer may face with regard to connecting to such public sewer. The developer should further discuss its plans for extending public sewer to serve the project with the Planning Board.
2. **Zoning.** As noted above, Stonecrest is proposed on property that is within the US Highway 25 North Zoning Study Area. The most recent draft of the future zoning map for the study area proposes that the subject property be zoned R-15, Medium Density Residential. The developer may want to discuss with the Planning Board how the proposed subdivision could be affected by future changes in zoning.
3. **County Comprehensive Plan (CCP).** The Future Land Use map of the CCP shows the area where the subdivision is proposed as being within the Urban Services Area, which is where the County hopes to focus its attention regarding investments in utilities, provision of services, more detailed planning, etc. It is where the County expects to see a range of residential densities, with higher density development occurring as utilities are made available. The Future Land Use Map also shows that the development is proposed for land in/near an industrial area (mainly due to the proximity of Brickton Industrial Park, as well as land uses and available utilities between Old Hendersonville Road and US 25 North. Some areas near the project site are also identified on the Future Land Use Map as potential Conservation areas. These are likely to be sensitive natural areas, such as those containing steep slopes. At this time, the County does not have any specific regulations or incentives to ensure the preservation of such Conservation areas, however the developer has proposed a significant amount of open space, which may encompass some of these areas.

STAFF RECOMMENDATION

Staff has found that the proposed Master Plan appears to meet the standards of the Subdivision Ordinance for Master Plan submittals, therefore, Staff recommends approval of the Master Plan subject to the above listed-comments being addressed and/or discussed and the developer addressing any other issues raised by the Planning Board. Staff is still waiting to hear from some of the review agencies and may have additional comments to offer during the meeting.

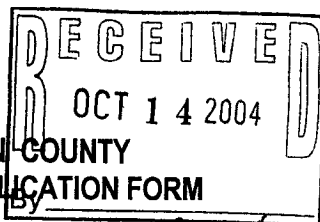
PLANNING BOARD ACTION

Suggested Motion

I move that the Planning Board find and conclude that the Master Plan for Stonecrest complies with the provisions of the Subdivision Ordinance except for those matters addressed in the Technical and Procedural Comments section of the Staff memo that need to be addressed;

AND

I further move that the Master Plan for Stonecrest be approved subject to the following conditions: (Any conditions that may result from discussion of the staff comments and other issues raised by the Planning Board and/or others).



APPENDIX 1

HENDERSON COUNTY SUBDIVISION APPLICATION FORM

10-13-04 Date of Application Stonecrest Subdivision Name 2004-M17 Application Number Master Plan

XX Major Subdivision [] Minor Subdivision [] Other

Property Owners Name: Kenneth Wilson

Address: P.O. Box 869, Canton NC 28716

Property Owners Name: Brickton Association

Address: 1091 Hendersonville Road, Asheville, NC 28803

Owner's Agent: Gaston Campano, Glade Holdings, Inc.

Telephone No: 828-698-3923

PIN 9652-72-1138 Deed Book/Page 593/3211

PIN portion of 9652-62-3313 Deed Book/Page SLD/3683

PIN portion of 9652-80-4801 Deed Book/Page 1005/258

PIN 9652-71-4338 Deed Book/Page 1038/481

PIN 9652-70-1922 Deed Book/Page 1038/481

PIN 9652-70-2830 Deed Book/Page 1038/481

Zoning District OU Fire District Fletcher Watershed Mills River ?

Location of property to be divided: Fletcher View Drive, Fletcher

Type of Subdivision: (XX) Residential () Commercial () Industrial Present Use

No. Lots Created Original Tract Size New Tract Size 96.23 ac. No. New Lots 126

Road System: () Public (XX) Private () Combination Public and Private

Water System: () Individual () Community (XX) Municipal

Sewer System: () Individual () Community (XX) Municipal

Fee: \$ 200.00 Paid 200.00 Method check # 1087 Receipt # 6311

I certify that the information shown above is true and accurate and is in conformance with the Henderson County Subdivision Ordinance.

[Signature] APPLICANT (OWNER OR AGENT)

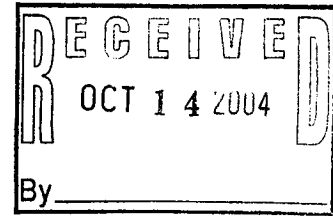
13 October 2004 DATE

Development Plan Approval / Conditions

Final Plat Approval: Plat Recorded

STONECREST

Project Narrative



Project Description

Stonecrest is a planned residential development which will contain 232 units on \pm 96 acres. The property is located in Fletcher, between Howard Gap Road and Old Hendersonville Highway. The major portion of the property includes a large hill that was originally a clay source for the Moland-Drysdale brick plant, formerly located nearby.

When completed, Stonecrest will include 132 single family units identified as townhomes, villas (zero lot line) and cottages. Additionally, the project will include a small farm lot and an area reserved for 100 apartment units. Phase I of the project will include the apartment and farm lot and 44 single family lots.

Development Scheduling

Development of Phase I is intended to begin in late 2004, upon receipt of all required permits. Development of subsequent Phases will be determined based on market demand.

Access

Roads within Stonecrest will be private, owned by the Property Owners Association. Access into the project occurs at 4 points around the perimeter. The major development area is accessed at 2 points from Fletcher View Road within J.G Crews Subdivision which connects to Howard Gap Road. Access for the apartments will be from Old Hendersonville Highway while access to the farm lot will be from Ammons Drive.

Zoning & Adjacent Land Use

The property within Stonecrest is currently zoned OU - Open Use. On the proposed US 25 North Zoning Plan, portions of the property are identified as Industrial & R-15 Low Density Residential. The current property owners have requested that the area identified as Industrial (the hill area) be re-identified as R-15.

Land use adjacent to Stonecrest includes a wide variety of uses. Areas to the north and west are industrial, to the east, southwest, and south are lower density residential. Fletcher Elementary School abuts the property to the southeast.

Utilities

Stonecrest will be served by City of Hendersonville Public Water and Henderson County Sewer. Water and sewer along Old Hendersonville Highway will be extended to the project.

Maintenance & Common Properties

All roads and common areas in Stonecrest will be owned and maintained by the Property Owners Association. Each property owner within Stonecrest, except the farm lot, will be required to be a member of the POA. A central recreation area will be available to all property owners. Additional recreation facilities may be included in the apartment area for the use of apartment residents only.



Stonecrest

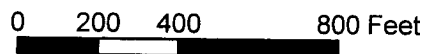
PROPERTY OWNERS: *Kenneth Wilson and
Brickton Associates, LLC*






DEVELOPER/AGENT: *Glade Holdings, Inc.*

PIN: 00956505747055

ZONING: *Open Use*

WATERSHED: *N/A*



-  **Secondary Roads**
-  **Major Roads**
-  **Surface Water**
-  **Parcels in Master Plan**
-  **Parcels**

Henderson County Planning Department
10-23-04

Parcels shown do not reflect the proposed Master Plan boundary.
Refer to the Stonecrest Master Plan for the proposed project boundary.

OFFICERS:

Fred H. Niehoff, Jr.
Mayor
Ron Stephens
Mayor Pro-Tem
Chris A. Carter
City Manager

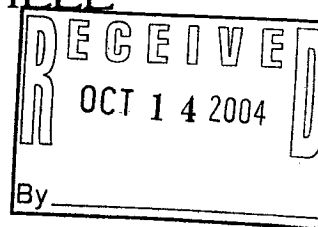
CITY OF HENDERSONVILLE

"The City of Four Seasons"

WATER AND SEWER DEPARTMENT
Don Sides, Director

CITY COUNCIL:

BARBARA VOLK
MARY JO PADGETT
RON STEPHENS
JON LAUGHTER



October 7, 2004

John B. Jeter, P.E.
Mountain Engineering Company
121 Third Avenue West, Suite 2
Hendersonville, NC 28792

Re: WATER CAPACITY AVAILABILITY
Stonecrest (Brickton property)
Fletcher, North Carolina

Dear Mr. Jeter:

This is to advise you that I have reviewed the plans and specifications for the referenced project.

It is my opinion that the City of Hendersonville has adequate water supply to serve the referenced project during peak demands.

If you have any questions, feel free to contact me at (828) 697-3063.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Sides", written over a horizontal line.

Don Sides, Director of Water & Sewer

cc: Project file

HENDERSON COUNTY PLANNING DEPARTMENT

REVIEW AGENCY RESPONSE FORM

I have reviewed the plan(s) for subdivision application #2004-M17 (Stonecrest) and offer the following comments:

CANE CREEK WATER AND SEWER DISTRICT HAS NO SEWER ADJACENT TO THE PROPOSED SUBDIVISION. THE EXISTING SEWER IS LOCATED ALONG HWY. 25 FROM MELBA'S FLORIST TO NEAR SMILEY'S FLEA MARKET AND ON HWY 25. NEAR OLD BRICKYARD ROAD. THE DEVELOPER WOULD HAVE TO CROSS PRIVATE PROPERTIES AND NORFOLK SOUTHERN RAILWAY TO ACCESS SEWER. THE PROPOSED SUBDIVISION IS OUTSIDE THE ORIGINAL CCWSD BOUNDARY, THEREFORE, WOULD BE SUBJECT TO MSO FACILITY FEES AND WELL AS CCWSD CAPACITY DEPLETION FEES. FLOW CAPACITIES WILL NEED TO BE EVALUATED AT TWO OF THE COUNTY'S PUMPING STATIONS BEFORE SEWER IS APPROVED FOR THE PROPOSED SUBDIVISION.

(If necessary use back of form or additional sheets for comments)

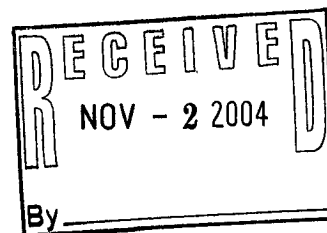
[Signature]
Reviewed By

UTILITIES
Agency

11/02/04
Date

Please Return to:

Karen Smith, Planning Director
Henderson County Planning Department
101 East Allen Street
Hendersonville, NC 28792
kcsmith@hendersoncountync.org



File No. 2004-M17

Karen C Smith

From: Jim Erwin [jerwin@hendersoncountync.org]
nt: Tuesday, November 02, 2004 9:57 AM
o: kcsmith@hendersoncountync.org
Subject: Stonecrest

Karen,

In addition to the information that Mr. Freeman provided earlier, I would like to mention that the developer of Stonecrest may need an encroachment from the DOT. Apparently, the DOT has stopped granting encroachments for privately-owned sewer lines. And since the County has not taken ownership of pump stations and force mains constructed by developers, Glade may have to construct a gravity sewer system to serve the proposed development.

Jim

JOHN E. TATE, JR.
ATTORNEY AND COUNSELLOR AT LAW

SUITE C
100 'ADWICK SQUARE COURT
HEI SONVILLE, NC 28739

828-693-1303
FACSIMILE: 828-693-9693
E-MAIL: lawjet@bellsouth.net

HAND DELIVERY
October 22, 2004

Luther E. Smith & Associates, PA
121 Third Avenue West, Suite 1
Hendersonville, NC 28792

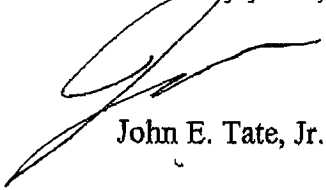
RE: Stonecrest

Dear Luther:

I have reviewed the map which was faxed to me showing the location of the two (2) entrance roads to Stonecrest circled on that map, a copy of which is attached, together with a copy of the facsimile sent to me by Debbie from your office referring to three (3) different parcels of land. Please be advised that we have completed full title searches on all of the property referenced above and this is to confirm that there are no restrictive covenants of any kind whatsoever affecting, limiting or prohibiting the use of the property you indicated for entrance roads into the subdivision which is planned.

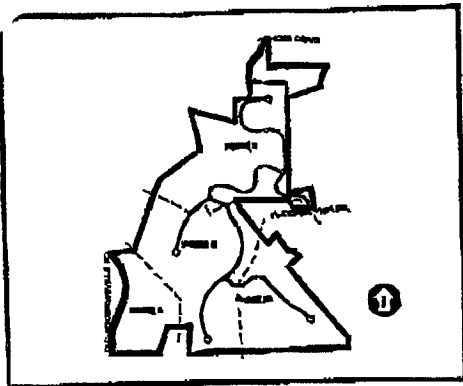
Please let me know if you need further information.

Sincerely yours,

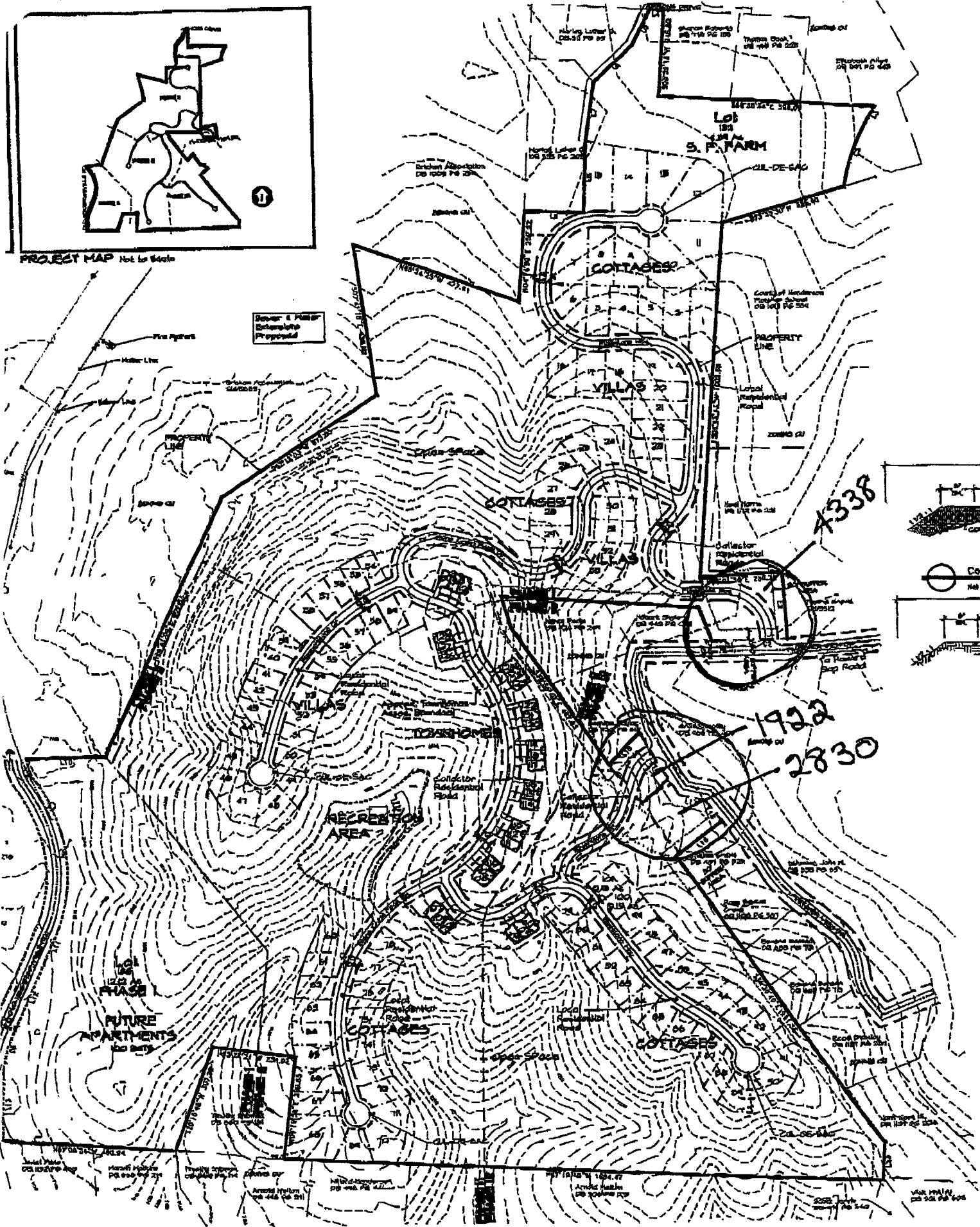


John E. Tate, Jr.

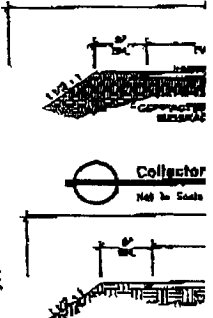
JET:am
Enclosure
Cc: Gaston Campano



PROJECT MAP Not to Scale



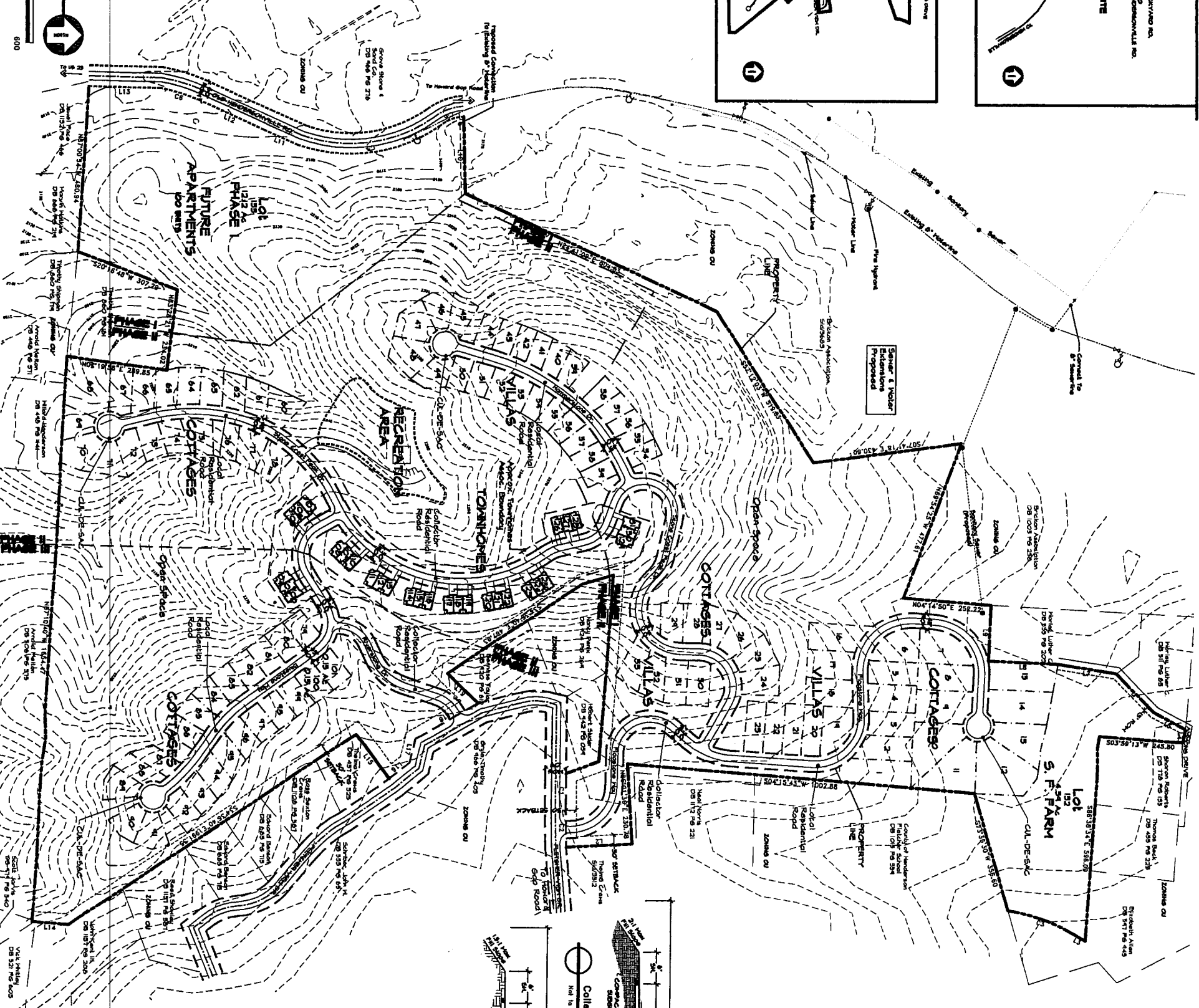
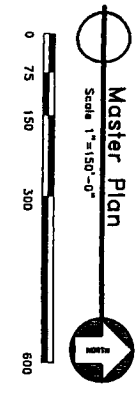
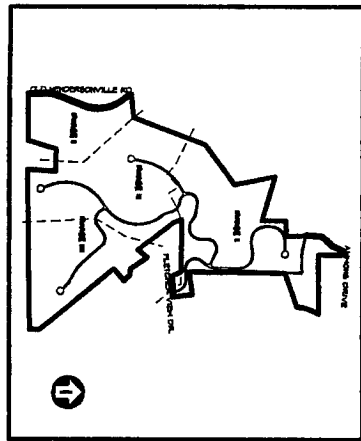
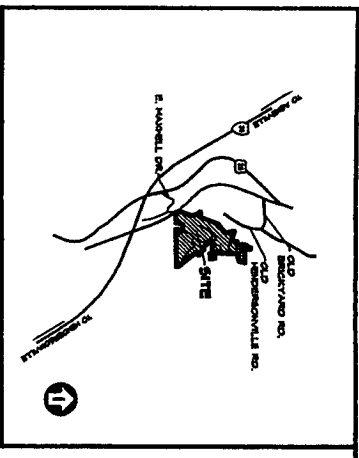
Power & Water
Schematics
Proposed



1338

1922
2830

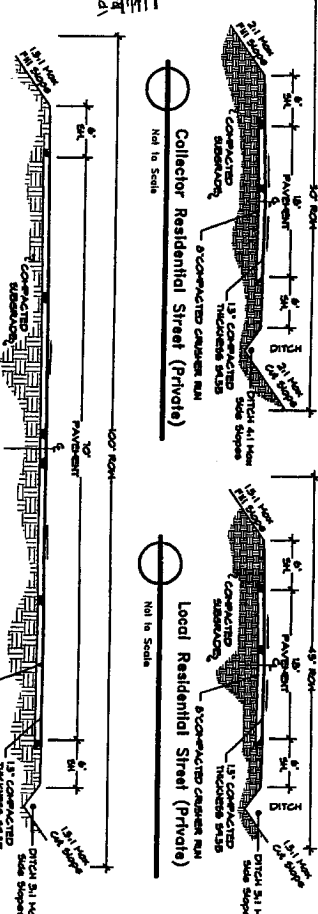
Various small text labels and notes at the bottom of the map, including 'Armed Hydrant' and 'Water Main'.



PROJECT SUMMARY

Total Project Area	346.25 Ac.
Pin No.	4652-12-1119
	4652-62-3319
	4652-60-4301
	4652-71-4339
	4652-70-1822
	4652-70-2850
Existing Zoning	CU
Residential Lots Proposed	193
Proposed Use/Units	193
Apartments	100
Cottages	51
Villas	44
Townhomes	30
Form	1
Total	232
Approx. Density	2.42 Units/Ac.
Maximum Building Height	50'
Utilities	5-F Form
Water	Individual
Sewer	Individual
Electric	Individual
Gas	Public
Cable	Public
Telephone	Public
Trash Collection	Individual
Fire District	Fletcher
Length of Collector Rd.	3,701 L.F.
Length of Local Rd.	3,712 L.F.
Roads	Private

-No portion of the property is within the 100 year flood area.
-No portion of the property is located within 1/2 mile of a homeland preservation district.
-Development plan approval will be requested for each project phase.
-The Property Owners Association will own & maintain common properties.
-Road construction shall meet Henderson County subdivision Ordinance Design Standards.



Curve	Station & Elevation	Radius
C1	108+21.12	188.430
C2	113+47.92	58.0335
C3	117+31.8	541.9718
C4	120+00.0	120.0000
C5	123+00.0	449.5000
C6	128+00.0	442.4485

Line	Station & Elevation	Length
L1	108+21.12	188.430
L2	108+21.12	37.265
L3	108+21.12	37.265
L4	108+21.12	37.265
L5	108+21.12	37.265
L6	108+21.12	37.265
L7	108+21.12	37.265
L8	108+21.12	37.265
L9	108+21.12	37.265
L10	108+21.12	37.265
L11	108+21.12	37.265
L12	108+21.12	37.265
L13	108+21.12	37.265
L14	108+21.12	37.265
L15	108+21.12	37.265
L16	108+21.12	37.265
L17	108+21.12	37.265
L18	108+21.12	37.265
L19	108+21.12	37.265
L20	108+21.12	37.265

OWNER
STONECREST
KENNETH WILSON
CLAYTON, NC 28716

OWNER
BILCKTON ASSOCIATION
1091 HENDERSONVILLE ROAD
ASHTVILLE, NC 28805

OWNER
GLADE HOLDINGS INC.
101-C CALDWICK SQUARE COURT
HENDERSONVILLE, NC 28759
828 688-3825

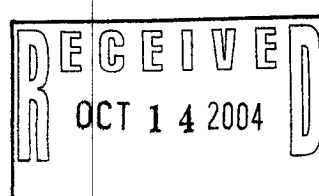
DEVELOPER
LUTHER E. SMITH & ASSOCIATES, P.A.
151 800 RIVERVIEW SUITE 1
HENDERSONVILLE, NC 28752
828 687-8207

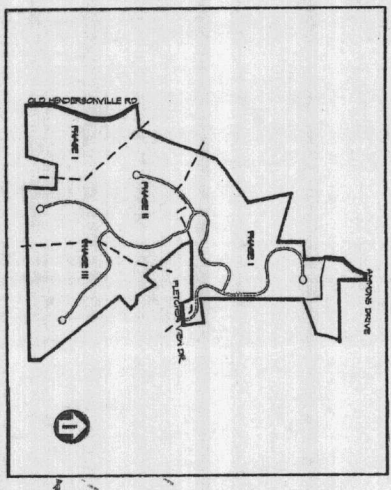
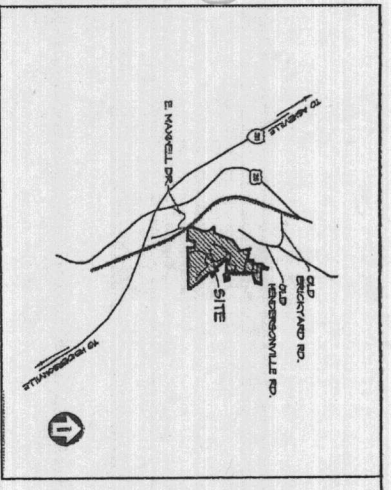
LAND PLANNER
KOUYUNJIAN ENGINEERING
777 HENDERSONVILLE EAST SUITE 2
HENDERSONVILLE, NC 28752
828 687-4122

ENGINEER
ASSOCIATED LAND SURVEYORS
PO BOX 378
HENDERSONVILLE, NC 28752
828 680-5607

SURVEYOR

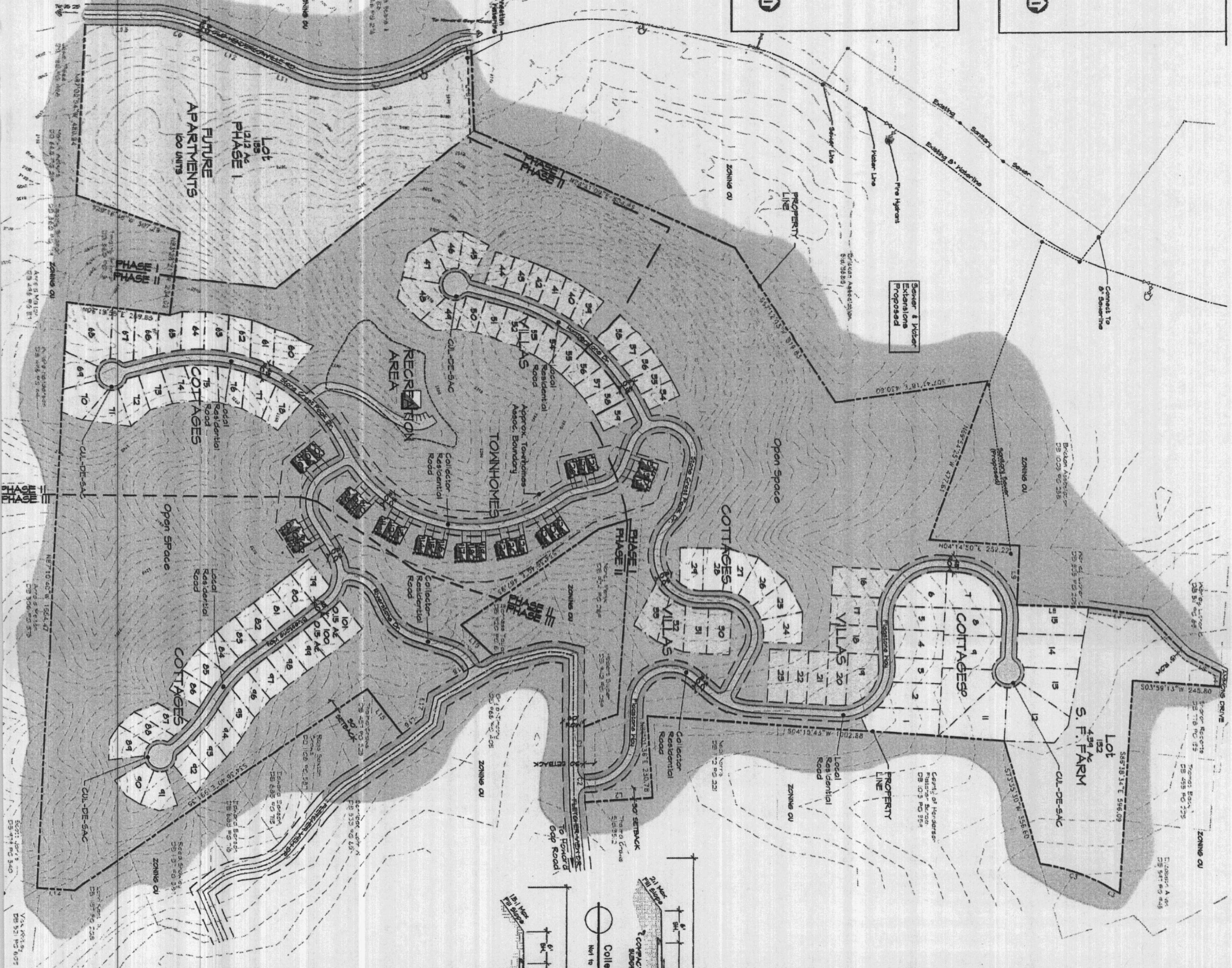
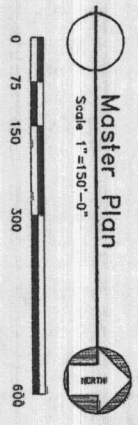
10-5-2004 Date 04-16 Drawn By Job No. Checked By Project Mastering Drawing File	Master Plan Stonecrest HENDERSON COUNTY, NORTH CAROLINA	Luther E. Smith & Associates, P.A. LAND PLANNING - LANDSCAPE ARCHITECTURE 151 Third Avenue West Suite 1 Hendersonville, NC 28752 Phone (828) 687-8207 Fax (828) 687-8456 E-mail ls119@bellouth	
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VICINITY MAP Not to Scale

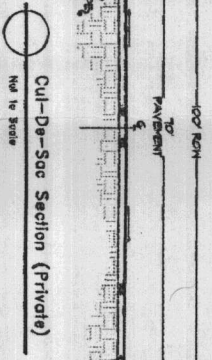
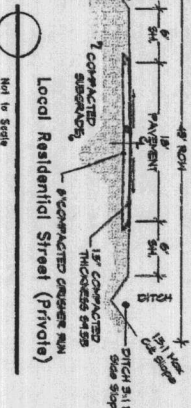
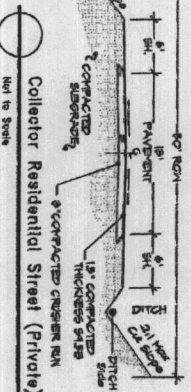
PROJECT MAP Not to Scale



PROJECT SUMMARY

Total Project Area	546.25 Ac.
Pin No.	4652-13-115B 4652-62-5515 4652-60-4601 4652-71-4556 4652-70-1922 4652-70-2850
Existing Zoning	CU
Residential Lots Proposed	155
Apartment Units Proposed	152
Proposed Use/Units	Residential 100
Cottages	37
Villas	44
Townhomes	30
Form	1
Total	252 Units/Ac.
Approx. Density	2.42 Units/Ac.
Maximum Building Height	30'
Other	50'
Utilities	50'
Water	50'
Sanitary	50'
Electric	50'
Gas	50'
Other	50'
Fire District	3101 L.F.
Length of Collector Rd.	5,112 L.F.
Length of Local Rd.	5,112 L.F.

-No portion of the property is within the 100 year flood area.
 -No portion of the property is located within 1/2 mile of a farmland preservation district.
 -Development plan approval will be requested for each project phase.
 -The Property Owners Association will own & maintain common properties.
 -Road construction shall meet Henderson County subdivision Ordinance Design Standards.



Lot	Area (Ac.)	Volume (cu yd)
1	0.01	100
2	0.01	100
3	0.01	100
4	0.01	100
5	0.01	100
6	0.01	100
7	0.01	100
8	0.01	100
9	0.01	100
10	0.01	100
11	0.01	100
12	0.01	100
13	0.01	100
14	0.01	100
15	0.01	100
16	0.01	100
17	0.01	100
18	0.01	100
19	0.01	100
20	0.01	100
21	0.01	100
22	0.01	100
23	0.01	100
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25	0.01	100
26	0.01	100
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31	0.01	100
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90	0.01	100
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94	0.01	100
95	0.01	100
96	0.01	100
97	0.01	100
98	0.01	100
99	0.01	100
100	0.01	100

OWNER
 KENNETH WILSON
 4001 W. 10th St.
 GAITHERSBURG, MD 20878

DEVELOPER
 BRICKTON ASSOCIATION
 1091 HENDERSONVILLE ROAD
 ASHEVILLE, NC 28903

LAND PLANNER
 LUTHER E. SMITH & ASSOCIATES, P.A.
 121 3RD AVENUE WEST SUITE 1
 HENDERSONVILLE, NC 28792
 828 897-2307

ENGINEER
 MOUNTAIN ENGINEERING
 111 HENDERSONVILLE SUITE 2
 HENDERSONVILLE, NC 28792
 828 897-2122

SURVEYOR
 ASSOCIATED LAND SURVEYORS
 PO BOX 678
 HONTSISSON, NC 28742
 828 890-9507

RECEIVED
 NOV - 5 2004

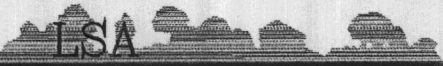
Master Plan
Stonecrest

HENDERSON COUNTY,

NORTH CAROLINA

Luther E. Smith & Associates, P.A.
 LAND PLANNING • LANDSCAPE ARCHITECTURE

121 3rd Avenue West Suite 1
 Hendersonville, NC 28792
 Phone (828) 897-2307
 Fax (828) 897-6468
 E-mail lsait1@bellsouth.net



DATE: _____
 CHECKED BY: _____
 PROJECT: _____
 DRAWING FILE: _____

SHEET
 S-1

OF - 1

SUBMITTED TO HENDERSON COUNTY FOR

HENDERSON COUNTY
Planning Department

101 East Allen Street • Hendersonville, NC 28792
Phone 828-697-4819 • Fax 828-697-4533

Memorandum

TO: Henderson County Planning Board
FROM: Karen C. Smith, Planning Director *KCS*
DATE: November 12, 2004
SUBJECT: Master Plan for Pinnacle Falls Subdivision
Major Subdivision File #2004-M18

PROJECT OVERVIEW

Mr. A. J. Ball, agent for Range Ranger, FLP, property owner, has submitted, through Luther E. Smith and Associates, a Master Plan for a proposed subdivision to be known as Pinnacle Falls. Renaissance Communities, LLC, will be the developer of the subdivision. The developer submitted two versions of the Master Plan, one showing contours of the land and the other with the contours removed. Because the subject property is so large, the reduced versions of the maps are somewhat difficult to read. Therefore, the developer has provided full-sized copies of the maps for Planning Board members. In addition, the developer recently submitted a color version of one of the reduced copies of the Master Plan to help the Planning Board members better identify project features. Except for the addition of color, it appears to be the same plan as that submitted on October 15, 2004.

The subdivision is proposed on a parcel containing approximately 290 acres of land. The parcel is located on the south side of Pinnacle Mountain Road, between Pinnacle Mountain Road and Cabin Creek Road (see attached vicinity map). The site encompasses much of the upper drainage basin for Cabin Creek and, according to the application materials and plan, there are several waterfalls on the property. The property has steep slopes and has a significant change in elevation between the northern and southern portions of the property.

Pinnacle Falls is proposed to contain 110 lots that will be developed in several phases. Of the proposed lots, the developer is planning 50 "mountain cottage sites" of 0.33 to 0.50 acres, 40 "mountain cabin sites" of 0.10 to 0.15 acres and 20 "single family retreat sites" of 2.0 to 2.5 acres. The lots will be developed in groups in different areas of the property. The lots plus the areas proposed for amenities will occupy approximately 90 of the property's 290 acres. The developer plans to place the rest of the property under conservation easements.

The developer plans for the cottage home sites to be served by community water and group septic systems, for the cabin sites to be served by community water and individual septic tanks and for the retreat home sites to be served by individual wells and septic tanks. Private roads are also proposed. The principal access to the project will be from Pinnacle Mountain Road. According to the application materials, there is a secondary access available from Cabin Creek Road. Please see the attached Master Plan and Project Narrative for more information.

The project site is located in a County OU Open Use zoning district which does not regulate residential uses of land. The property is not within a designated Water Supply Watershed, however it appears that streams on the property are Class C Trout Streams, which require a 25-foot undisturbed buffer according to state regulations. In addition, the Subdivision Ordinance requires that a 30-foot setback for buildings and structures be maintained along all perennial streams. The proposed subdivision is also located within the Green River Farmland Preservation District.

TECHNICAL AND PROCEDURAL COMMENTS

According to Section 170-16B of the Henderson County Subdivision Ordinance (HCSO), the purpose of a Master Plan is to present the overall development concept for a project and to provide general information about the project to allow for assessment of its impact on growth and development of the County, environmental quality, land values, natural features, etc. Staff has reviewed the submitted Master Plan for Pinnacle Falls for conformance with the Henderson County Subdivision Ordinance (HCSO) and offers the following comments:

1. **Water Supply and Sewage Disposal.** The developer has proposed individual wells for the subdivision. Krissie Red, a Registered Sanitarian with the Henderson County Department of Public Health, submitted comments (attached) regarding installation of wells and septic tanks on the subject property. Her comments indicate that drilling a well with a sufficient water yield can be difficult in the area of the proposed subdivision and she recommends that the water wells be drilled first to determine water availability. She also made some comments about the approval process for community wells. The developer should address if any assessments of the subject property have been made regarding the potential for wells and septic tanks. The Planning Board may also want the developer to take the comments from Ms. Red into consideration at the time of Development Plan submittals (provided the Master Plan is approved).
2. **County Comprehensive Plan (CCP).** The Future Land Use map of the CCP shows the area where the subdivision is proposed as being within the Rural/Agricultural Area (RAA), which is and is expected to remain predominantly rural with low-density residential development during the life of the CCP (through 2020). RAAs are usually so far from public water and sewer as to make extensions of such utilities economically unfeasible. The RAAs designated in the County often contain steep slopes, sensitive natural areas, farmland and other natural and cultural features that the County wants to see preserved and protected. The Future Land Use Map also shows that the development is proposed for land that contains areas designated as Conservation on the Future Land Use Map. These are likely to be sensitive natural areas, such as the steep slopes, streams, creeks, waterfalls and other features found on the property. At this time, the County does not have any specific regulations or incentives to ensure the preservation of such Conservation areas, however the developer has proposed to cluster groupings of residential lots and amenities and will place a majority of the land within the project site in conservation easements. The developer and the Planning Board may want to discuss further how the project will further the goals of the CCP.
3. **Emergency Services.** The Fire Marshal's office has expressed concern about the potential for steep road grades within the project. Staff would like the developer to discuss this

matter with the Planning Board (in the context of whether it is possible to meet the road standards in the Subdivision Ordinance for all of the proposed roads). Staff would also like the developer to address whether access for emergency vehicles will be provided from Cabin Creek Road and where the closest source of water for fire fighting purposes is found.

A.

Hazard Mitigation. The remains of recent hurricanes caused substantial damage to land, buildings, etc., and created significant public safety issues in Henderson County as well as other locations in Western North Carolina. I have seen firsthand the impact a landslide can have on a community, having visited (with our Emergency Management Director) the Peaks Creek area several weeks after the storms accompanied by the Macon County Emergency Management and Planning Directors. Henderson County has locations that could be susceptible to landslides, however this subject has not received much study or attention. Staff has conveyed concerns about potential natural hazards that could be created by potential development to representatives of Luther E. Smith and Associates. While the County has no specific standards for addressing these issues, it may be worthwhile for the developer to take potential natural hazards into account during development of the project, if the Master Plan is approved.

STAFF RECOMMENDATION

Staff has found that the proposed Master Plan appears to meet the technical standards of the Subdivision Ordinance for Master Plan submittals. Due to the sensitive natural areas and steep slopes on the property, staff has concerns about the impact the development will have on the property itself and on property within the Cabin Creek watershed. Staff recommends approval of the Master Plan subject to the above listed-comments being addressed and/or discussed and the developer addressing any other issues raised by the Planning Board. Staff is still waiting to hear from some of the review agencies and may have additional comments to offer during the meeting.

PLANNING BOARD ACTION

Suggested Motion

I move that the Planning Board find and conclude that the Master Plan for Pinnacle Falls complies with the provisions of the Subdivision Ordinance except for those matters addressed in the Technical and Procedural Comments section of the Staff memo that need to be addressed;

AND

I further move that the Master Plan for Pinnacle Falls be approved subject to the following conditions: (Any conditions that may result from discussion of the staff comments and other issues raised by the Planning Board and/or others).

RECEIVED
OCT 15 2004
APPENDIX 1
By _____

HENDERSON COUNTY
SUBDIVISION APPLICATION FORM

OCTOBER 12, 2004 PINNACLE FALLS 2004-M18 Master Plan
Date of Application Subdivision Name Application Number

XX Major Subdivision Minor Subdivision Other

Property Owners Name: RANGE RANGER FLP

Address: c/o JOHN & MARY BELL, 600 CAROLINA VILLAGE ROAD, BOX 263

City, State, Zip: HENDERSONVILLE, NC 28792

Owner's Agent: A.J. BALL, c/o OLETA FALLS, 419 N. MAIN STREET, HENDERSONVILLE, NC 28792

Telephone No: 828-606-3030

PIN 9565-05-7470 Deed Book/Page 893/375

Zoning District OU Fire District Green River Watershed Green River

Location of property to be divided: SR 1109 off Cabin Creek Road

Type of Subdivision: (X) Residential () Commercial () Industrial Present Use _____

No. Lots Created 110 Original Tract Size 290 ac. New Tract Size _____ No. New Lots _____

Road System: () Public (X) Private () Combination Public and Private

Water System: (X) Individual () Community () Municipal

Sewer System: (X) Individual () Community () Municipal

Fee: \$ 200.00 Paid 10/15/04 \$200.⁰⁰ Method Check # 3195 Receipt # 6314

I certify that the information shown above is true and accurate and is in conformance with the Henderson County Subdivision Ordinance.

[Signature]
APPLICANT (OWNER OR AGENT)

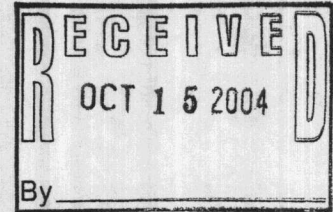
DATE

Development Plan Approval / Conditions _____

Final Plat Approval: _____ Plat Recorded _____

PINNACLE FALLS

Project Narrative



Project Description

Pinnacle Falls is a planned low density, conservation based development which will contain 110 units on \pm 290 acres. Pinnacle Falls is located in Tuxedo, on the south face of Pinnacle Mountain between Cabin Creek Road and Pinnacle Mountain Road. The property comprises the majority of the Cabin Creek watershed and offers several unique waterfalls and 60 year old stands of timber.

When completed, Pinnacle Falls will offer 50 - .33 to .50 acre mountain cottage sites, 40 - .10 to .15 acre mountain cabin sites, and 20 - 2.0 to 2.5 acre single family retreat sties. Proposed home sites and amenities will comprise approximately 90 acres. The remainder of the property will be protected under Conservation Easements.

Amenities in Pinnacle Falls will include wilderness campsites, a lodge, pool, putting green, tennis facilities, look-out tower and trail system.

Development Scheduling

Development of Phase I is intended to begin in late 2004, upon receipt of all required permits. Phase I will include the primary access roads, and selected areas within each type of proposed housing. Additionally, portions of the amenities will be developed in Phase I. Subsequent phases of development will be determined based on market demand.

Access

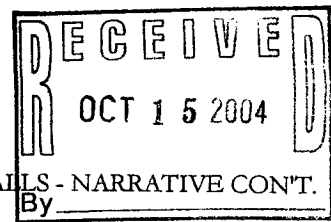
Primary access for Pinnacle Falls will be from Pinnacle Mountain Road. A secondary access is available to Cabin Creek Road from the southern end of the property. Roads within Pinnacle Falls will be private, owned and maintained by the Property Owners Association.

Zoning & Adjacent Land Use

The Pinnacle Falls property is currently zoned OU - Open Use. Land use adjacent to the development is a mix of low density residential, undeveloped lands, and agriculture.

Utilities

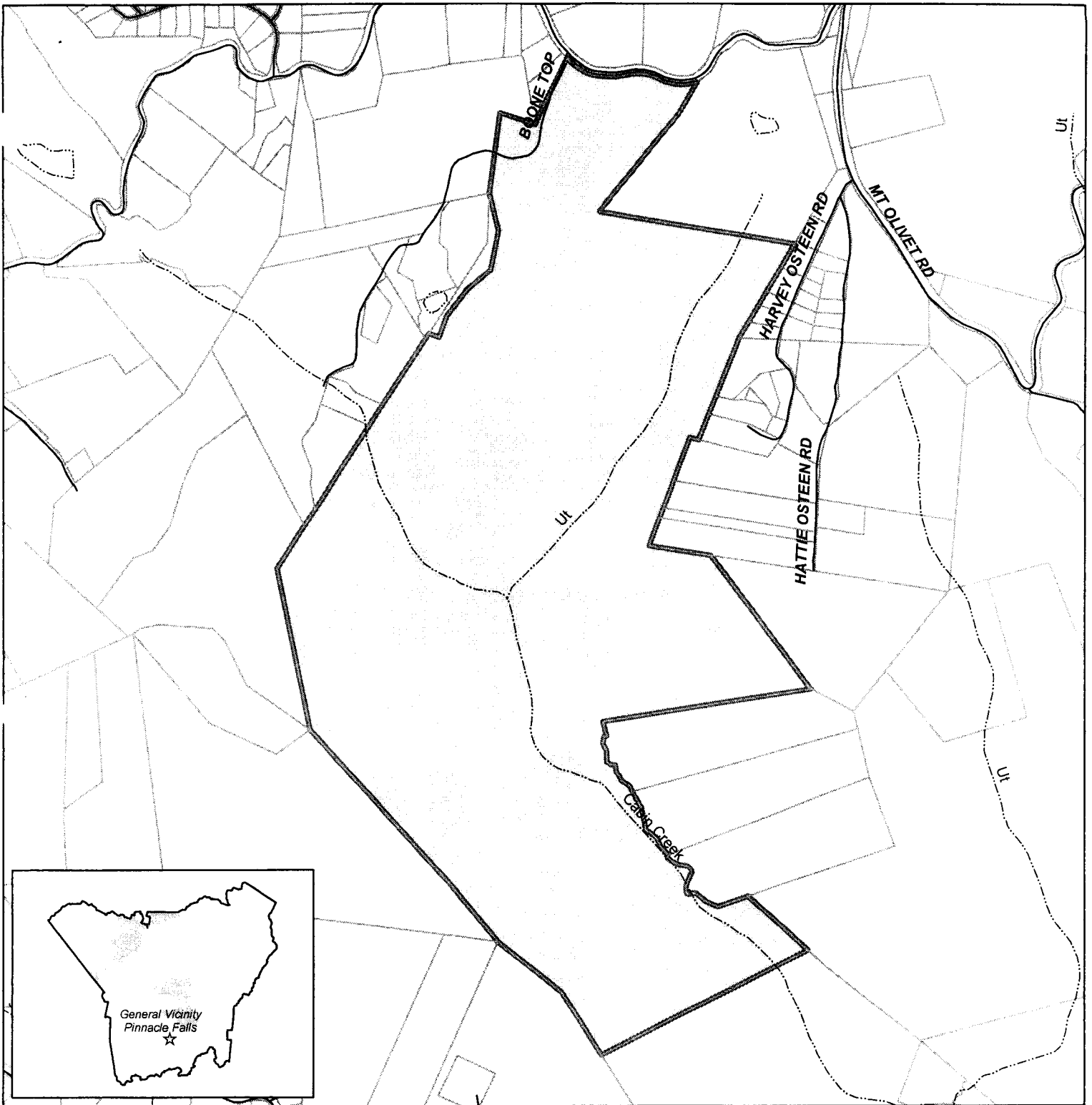
Homes within Pinnacle Falls will be served by private utilities. Retreat home sites will have individual wells and septic systems; cottage home sites will be served with community water and group septic systems; and cabin sites will be served with community water and individual septic systems. Community amenity facilities will have community water and individual septic systems.



PINNACLE FALLS - NARRATIVE CON'T.

Maintenance & Common Properties

All roads, community facilities and common lands will be owned and maintained by the Property Owners Association. Each property owner will be required to be a member of the POA. Lands included in the Conservation Easement will be used and managed in accordance with the terms of the Easement.



Pinnacle Falls

PROPERTY OWNER: Range Ranger FLP






AGENT: Luther E. Smith

PHN: 00956505747055

ZONING: Open Use

WATERSHED: N/A



-  Secondary Roads
-  Major Roads
-  Surface Water
-  Parcels
-  Pinnacle Falls

RECEIVED
NOV - 4 2004

HENDERSON COUNTY PLANNING DEPARTMENT

REVIEW AGENCY RESPONSE FORM

I have reviewed the plan(s) for subdivision application #2004-M18 (Pinnacle Falls) and offer the following comments:

EACH LOT MUST BE EVALUATED BY THE HENDERSON CO. DEPT. OF PUBLIC HEALTH FOR THE SUITABILITY TO INSTALL WELLS AND ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEMS. SOME LOTS MAY NOT BE SUITABLE FOR THESE SYSTEMS DUE TO TOPOGRAPHY, SOILS, REQUIRED SET-BACKS, ETC. THIS AREA HAS BEEN FOUND, IN SOME CASES, TO BE A DIFFICULT PLACE TO OBTAIN DRILLED WELLS WITH ADEQUATE WATER YIELDS. THIS DEPARTMENT WOULD RECOMMEND THAT THE WATER WELLS BE DRILLED FIRST TO DETERMINE WATER AVAILABILITY.

WELLS SERVING 25 PEOPLE OR MORE - OR - 15 CONNECTIONS OR MORE ARE PUBLIC WATER SUPPLIES AND MUST COMPLY WITH THE NC STATE PUBLIC WATER SUPPLY RULES ADMINISTERED BY THE STATE PUBLIC WATER SUPPLY SECTION.

(If necessary use back of form or additional sheets for comments)

Kristie Red, RP
Reviewed By

HENDERSON CO.
DEPT. OF PUBLIC HEALTH
Agency

11-1-04
Date

Please Return to: Karen Smith, Planning Director
Henderson County Planning Department
101 East Allen Street
Hendersonville, NC 28792
kcsmith@hendersoncountync.org

HENDERSON COUNTY PLANNING DEPARTMENT

REVIEW AGENCY RESPONSE FORM

I have reviewed the plan(s) for subdivision application #2004-M18 (Pinnacle Falls) and offer the following comments:

MY ONLY CONCERN WOULD BE THE GRADE
OF ROADWAYS DUE TO STEEP TERRAIN
IN AREA. IF COUNTY STANDARDS ARE
MET THERE WILL BE NO PROBLEM.

(If necessary use back of form or additional sheets for comments)

W. Holli
Reviewed By

HCFM
Agency

11-12-04
Date

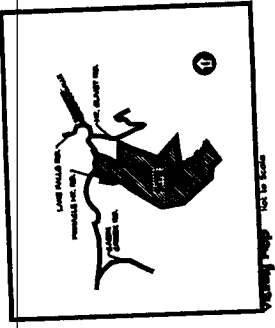
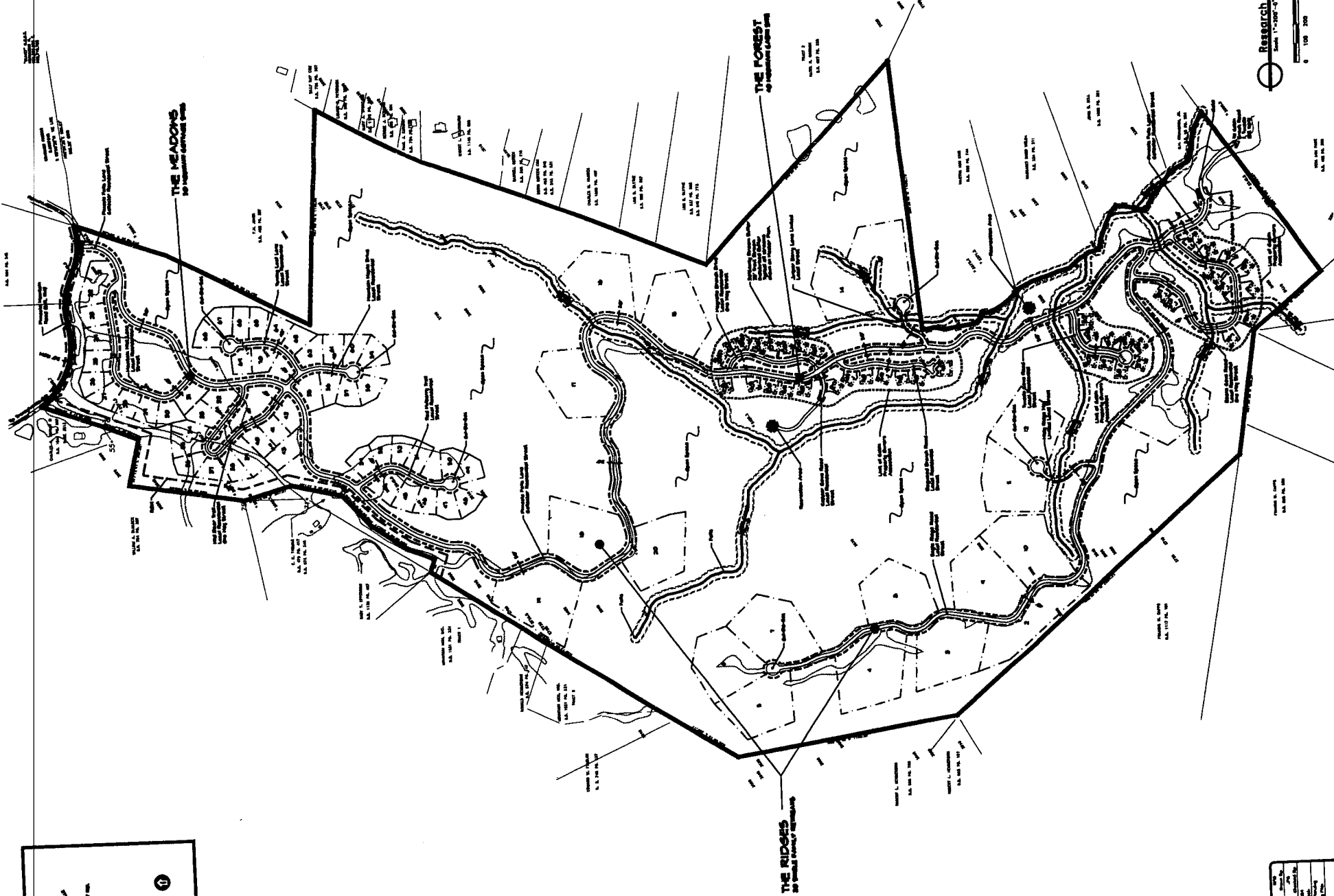
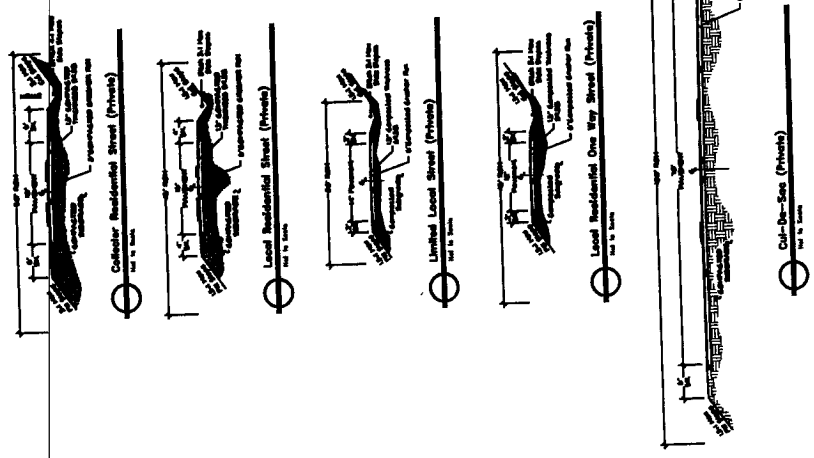
Please Return to:

Karen Smith, Planning Director
Henderson County Planning Department
101 East Allen Street
Hendersonville, NC 28792
kcsmith@hendersoncountync.org

File No. 2004-M18

PROJECT SUMMARY	
Total Project Area	1250.90Ac.
PIN No.	4565-05-1470
Existing Zoning	CU
Proposed No. Lots	110
Section One (The Meadow)	50
Section Two (The Forest)	40
Section Three (The Ridges)	20
Phasing	To be determined
Density	(0.5 units/acre)
Max Building Height	35'
Fire District	Green River
Water	Community/Individual
Water Supply Watershed	N/A
Sewer	Community/Individual
Distance To Public Water Supply	6.5 Miles
Distance To Fire Water Supply	2.1 Miles
Length of Public Road	N/A
Length of Private Road	20,126 LF

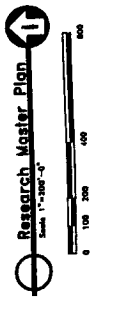
- No portion of the site is within the 100 yr floodplain.
- Project is located within one half mile of the Green River Farmland Preservation District.
- Project is a portion of Green River Farmland Preservation District.
- Development Plan approval will be requested for each project phase.
- Road construction shall meet Henderson County Subdivision Ordinance Design Standards.
- Submitted to Henderson County for Master Plan Approval 15 October 2004.



Pinnacle Falls
Renaissance Community
Tuxedo, NC

- OWNER**
Pinnacle Falls
Range Ranger Rd. Box 335
Hendersonville, NC 28792
828 698-5050
- DEVELOPER**
Renaissance Communities LLC
419 North Main Street
Hendersonville, NC 28792
828 272-0550/5050
- LAND PLANNING / LANDSCAPE ARCHITECT**
LUTHERE SMITH & ASSOCIATES, P.A.
12130 AVENUE WEST SUITE 1
HENDERSONVILLE, NC 28792
828 897-2527
- ENGINEER**
MCKINNEY ENGINEERING CO.
1000 W. MAIN STREET SUITE 2
HENDERSONVILLE, NC 28792
828 897-2322
- SURVEYOR**
WAGGONER & MOORE
54 OLD SPARTANBURG RD.
HENDERSONVILLE, NC 28792
828 893-1021

received
10-26-04
* Project Summary enlarged.



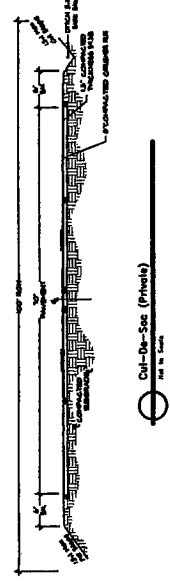
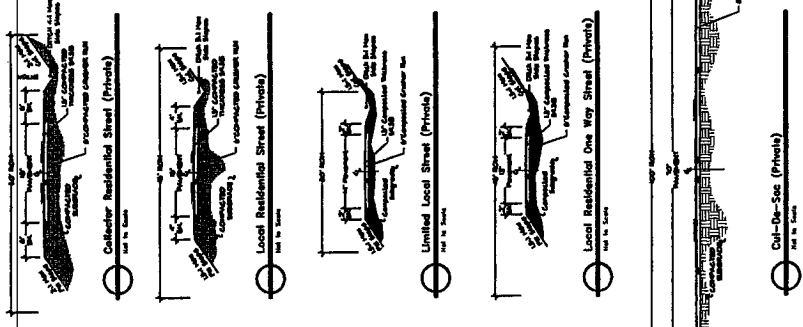
Research Master Plan
SHEET S-1

RECEIVED
 OCT 15 2004
 By _____

PROJECT SUMMARY

Total Project Area	250.50 AC
PH No.	08-05-140
Proposed No. Lots	10
Session One (The Meadows)	50
Session Two (The Forest)	50
Session Three (The Ridges)	20
Density	To be determined
Net Building Height	(2.5 min/40 max)
Water Supply	Green River
Water Supply Meter	Community/Individual
Distance to Public	Community/Individual
Water Supply	6.3 Miles
Length of Public Road	2.1 Miles
Length of Private Road	N/A
	201318.11

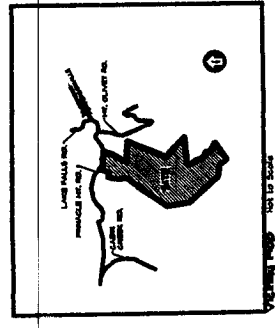
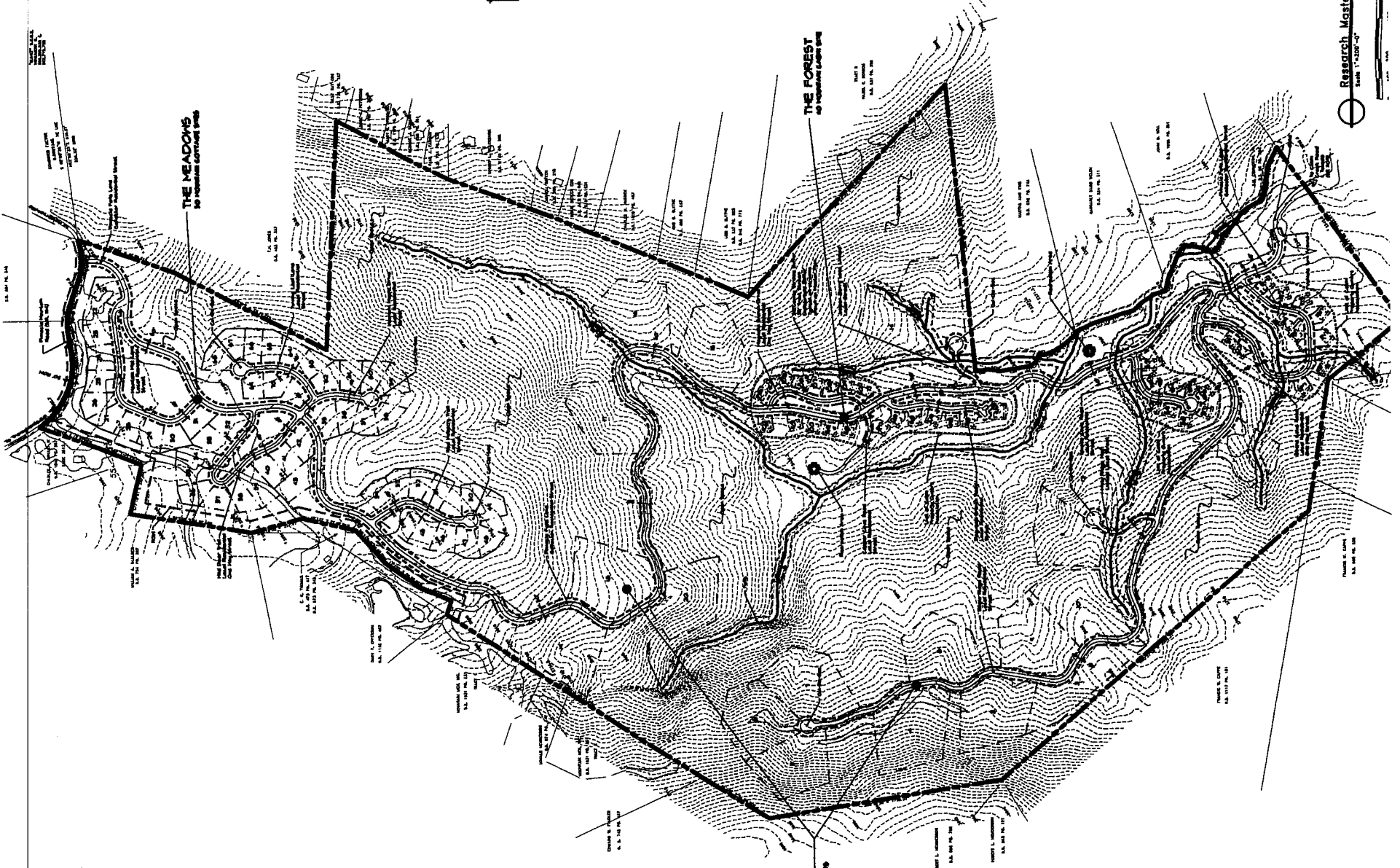
No portion of the site is within the 100' Floodplain.
 The project is located within the Green River
 River Floodplain Preservation District.
 Project is a portion of Green River Farmland
 Preservation Plan.
 Project approval will be requested for each
 project phase.
 Road construction shall meet Henderson County
 standards.
 Submitted to Henderson County for Master Plan
 Approval is October 2004.



PINNACLE

A Renaissance Community
 Tuxedo, NC

- PINNACLE FALLS**
- OWNER: RANGE RANGER RP, 1000 W. MAIN STREET, HENDERSONVILLE, NC 28792, 828 604-8300
 - DEVELOPER: RENAISSANCE COMMUNITIES LLC, 419 NORTH MAIN STREET, HENDERSONVILLE, NC 28792, 828 272-0510/8300
 - LAND PLANNER/ LANDSCAPE ARCHITECT: LUTHER E. SMITH & ASSOCIATES P.A., 121 3RD AVENUE WEST SUITE 1, HENDERSONVILLE, NC 28792, 828 897-2500
 - ENGINEER: MOUNTAIN ENGINEERING CO., 111 HENDERSONVILLE SUITE 1, HENDERSONVILLE, NC 28792, 828 897-2352
 - SURVEYOR: WACCOBEE & HAYES, 545 OLD SPARTANBURG RD, HENDERSONVILLE, NC 28792, 828 895-1022



DATE	NOV 15 2004
BY	_____
CHECKED	_____
SCALE	1" = 200'
TITLE	RESEARCH MASTER PLAN
PROJECT	PINNACLE FALLS
SHEET	S-1

Research Master Plan
 Scale: 1" = 200'

SHEET
S-1

**AGENDA
SPECIAL CALLED MEETING
HENDERSON COUNTY PLANNING BOARD**

US Highway 25 North Zoning Study

Monday, November 22, 2004
6:00 P.M.

Board of Education Bldg.*
414 4th Avenue West
Hendersonville, NC 28792

1. Call to Order.
2. Review of recommendations from Zoning/Land Use Subcommittee.
3. Discussion of US Highway 25 North Zoning Study.
4. Possible Action.
5. Adjournment.

HENDERSON COUNTY
Land Use/Zoning Subcommittee

October 11, 2004

The Henderson County Land Use/Zoning Subcommittee met on October 11, 2004 before the Special Called meeting of the Planning at 5:45 p.m. in the Meeting Room of the Henderson County Land Development Building, 101 East Allen Street, Hendersonville, NC. Subcommittee members present Tedd Pearce, Mike Cooper, and Tommy Laughter. Also present were Karen Smith, Planning Director and Kathleen Scanlan, Secretary.

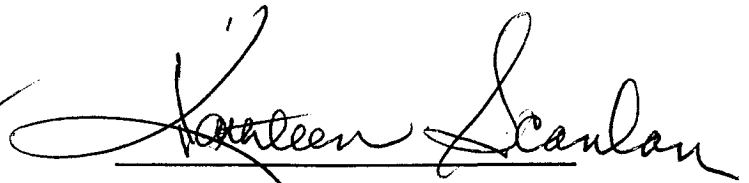
Tedd Pearce made the motion that the minutes from the driving tour on May 25, 2004 and summary minutes from June 1, 2004 through July 13, 2004 be approved. Mike Cooper seconded the motion and by the following vote the motion carried: Three in favor and none opposed.

Tedd Pearce made motion to approve the draft minutes of the October 11, 2004 (that were prepared in advance of and in anticipation of this meeting) and authorize the Secretary to the Board to fill in all blanks as appropriate. By the following vote the motion carried: Three in favor and none opposed.

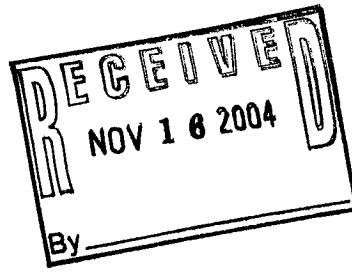
Adjournment. As the final action of the Land Use/Zoning Subcommittee, Tedd Pearce made the motion to adjourn the meeting. All members voted in favor. The meeting adjourned at 6:00 p.m.



Tedd M. Pearce, Chairman



Kathleen Scanlan, Secretary



November 16, 2004

Henderson County Planning Board
101 East Allen Street
Hendersonville, NC 28739

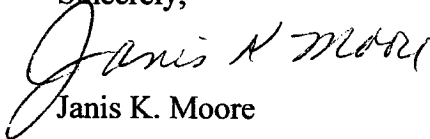
Dear Henderson County Planning Board,

I wish to submit this pertinent information on the properties owned by my father-in-law located off of Howard Gap Road.

Recently he submitted a letter to the Planning Board saying that he was in the midst of negotiations with Park Ridge Hospital who had indicated that they would like to buy his property. They have now reached an agreement and have signed a contract with each other. Since the hospital already borders the back of his property and has their sewer system installed there, the Fletcher Academy owns homes on either side of the 2 parcels that he owns by the Medical offices, and the Fletcher Academy owns most of the property across the street, the only reasonable use of his property now would be to benefit the expansion of the hospital. It really is not fit to continue use as residential and the logical stopping point for residential would be at Byers Creek. I understand that the hospital will also be purchasing the 2 small homes along Howard Gap Rd that are still owned by the Academy so they would own all the property from the creek to Naples Road eventually.

Since they will need to have the zoning changed to allow for their expansion it would save a lot of work to exclude it from the zoning proposed at this time. We would like to request again that these properties be excluded and left open use at this time.

Sincerely,


Janis K. Moore

OFFER TO PURCHASE AND CONTRACT

AHS Sunbelt, Inc.

hereby offers to purchase and Pierce Jones Moore, Jr., Dora Deanne Moore, as Buyer upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Henderson, State of North Carolina, being known as and more particularly described as: Street Address #1 P.J.'s Place Hendersonville, NC Zip 28792 Legal Description: Parcels #00966114571155 DB 377/475, 00966115406955 DB 735/330, see remarks

() All (X) A portion of the property in Deed Reference: Book , Page No. Henderson County.) NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items: Bains and outbuildings

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: na

4. PURCHASE PRICE: The purchase price is \$ and shall be paid as follows:

(a) \$ 10,000.00, EARNEST MONEY DEPOSIT with this offer by () cash (X) personal check () bank check () certified check () other: P. J. Moore, Jr.

("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ na, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ na, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ na, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ na, BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.) (a) Buyer must be able to obtain a (X) FHA (X) VA (attach FHA/VA Financing Addendum) (X) Conventional (X) Other: na loan at a (X) Fixed Rate (X) Adjustable Rate in the principal amount of na year(s), at an initial interest rate not to exceed na % per annum, with mortgage loan discount points not to exceed na % of the loan amount. Buyer shall apply for said loan within na days of the Effective Date of this contract. Buyer



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



STANDARD FORM 2 - T © 7/2004

Buyer Initials Cathy Wilkie Seller Initials Janis K. Moore

shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before na and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for commercial, medical, offices purposes.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer (or as of the Option Termination Date if Alternative 2 of paragraph 13 applies), reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: na

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: na

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ na per na.

8. **CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be \$ na, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

Page 2 of 5

Buyer Initials [Signature]

Seller Initials [Signature]

STANDARD FORM 2 - T

© 7/2004

T6412164.ZFX

12. PROPERTY DISCLOSURE:

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICH EVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

13. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Property Inspection: Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before _____ . Seller shall provide written notice to Buyer of Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____ , there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) Repairs: Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than na pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures are attempted but fail to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate of the total cost of repairs and/or corrective measures required by (a), (b) and (d) above equals or exceeds \$ na , then Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

(f) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before na . The cost of the appraisal shall be borne by Buyer.

Buyer Initials my

Seller Initials RM

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) Property Investigation with Option to Terminate: In consideration of the sum of \$ _____ (do not insert \$0, N/A, or leave blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before _____, at a place designated by Buyer. The deed is to be made to _____, AHS Sunbelt, Inc.

16. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached.

17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
Property boundary along creek side to be resurveyed and property line to be in the middle of driveway known as P.J.'s Place. *Seller to retain ROW along P.J.'s Place to back 2 lots.*
and parcels 00966115501255 DB735/295, #00966115691855 DB350,357 as per attached maps

18. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

20. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

21. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

22. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any agreement, buyer agency agreement, or any other agency agreement between them.

Page 4 of 5

Buyer Initials *my*

Seller Initials *AM*

STANDARD FORM 2 - T

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23. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

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

Date: 11-14-04 Date: 11-14-04
 Buyer: [Signature] (SEAL) Seller: [Signature] (SEAL)
AHS Subbelt, Inc. Pierce Jones Moore, Jr.
 Date: _____ Date: _____
 Buyer _____ (SEAL) Seller Dora Deanne Moore (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm: P. J. Moore, Jr.

By: _____ (Signature)

Selling Agent/Firm/Phone _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone _____
Acting as Seller's (sub)Agent Dual Agent

OFFER TO PURCHASE AND CONTRACT

AHS Sunbelt

ereby offers to purchase and Pierce Jones Moore, Dora Deanne Moore, as Buyer, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of na, County of Henderson, State of North Carolina, being known as and more particularly described as: Street Address Howard Gap Road Hendersonville Zip 28792 Legal Description: Parcels 00966115326155 and 00966115323955 and DB 926 Pg. 313

(X) All () A portion of the property in Deed Reference: Book 516, Page No. 191, Henderson County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: existing appliances

4. PURCHASE PRICE: The purchase price is \$ [redacted] and shall be paid as follows:) \$ 5,000.00, EARNEST MONEY DEPOSIT with this offer by () cash () personal check () bank check () certified check () other:

P. J. Moore, Jr.

("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ na, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ na, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ na, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ [redacted], BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a (X) FHA () VA (attach FHA/VA Financing Addendum) () Conventional () Other: na loan at a () Fixed Rate (X) Adjustable Rate in the principal amount of na (plus any financed VA Funding Fee or FHA MIP) for a term of na year(s), at an initial interest rate not to exceed na % per annum, with mortgage loan discount points not to exceed na % of the loan amount. Buyer shall apply for said loan within na days of the Effective Date of this contract. Buyer



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



STANDARD FORM 2 - T © 7/2004

Buyer Initials Seller Initials

shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before na and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for medical, office, commercial purposes.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer (or as of the Option Termination Date if Alternative 2 of paragraph 13 applies), reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: none

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ na per na.

8. **CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be \$ _____, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

Buyer Initials [Signature]

Seller Initials [Signature]

12. PROPERTY DISCLOSURE:

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) rental property
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

13. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Property Inspection: Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before na sold as is. Seller shall provide written notice to Buyer of Seller's response within na days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) Repairs: Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than na pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures are attempted but fail to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate of the total cost of repairs and/or corrective measures required by (a), (b) and (d) above equals or exceeds \$ na, then Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

(f) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before na. The cost of the appraisal shall be borne by Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) Property Investigation with Option to Terminate: In consideration of the sum of \$ _____ (do *not* insert \$0, N/A, or leave blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 6 mo. from contract, at a place designated by Buyer. The deed is to be made to Adventist Health Systems Sunbelt, Inc.

16. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached.

17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) Attached tax exchange addendum. This property may be part of a 1031 tax exchange. Seller has the option to retain and move the existing houses.

18. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

20. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

21. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

22. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

Page 4 of 5

Buyer Initials

Seller Initials

STANDARD FORM 2 - T

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23. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

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

Date: 11/14/04 Date: 11-14-04
 Buyer [Signature] (SEAL) Seller Pierce Jones Moore (SEAL)
 AHS Sunbelt
 Date: _____ Date: _____
 Buyer _____ (SEAL) Seller Dora Deanne Moore (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm: P. J. Moore, Jr.

By: _____
(Signature)

Selling Agent/Firm/Phone na na (na) -
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone na na (na) -
Acting as Seller's (sub)Agent Dual Agent

Memo For Record

Anthony Prinz
Henderson County Planning Department
101 East Allen Street
Hendersonville, NC 28972
Phone: 697-4819
Email: aprinz@hendersoncountync.org

Staff contacted Mr. David Holz on November 18, 2004 regarding a request from neighbor Mr. Robert Hansen for commercial zoning on two parcels of land located on within the Ferenvilla community adjoining Ferenvilla Drive and US Highway 25 North (PIN 00965187977555 and 00965170014955). Mr. Holz stated that his home was located approximately 30' from the existing single-family dwelling on Mr. Hansen's property, and was concerned about the type of commercial use that would be allowed on the property, and its effects on himself and surrounding neighbors. Mr. Holz also stated that he would prefer not to see commercial zoning in the neighborhood, and alluded to the fact that such action may upset other residents of the neighborhood. Images of the property are attached. Disregard date on photos, images were taken on 11-17-04.



Anthony Prinz, Planner



Date



Property owned by David Holz (left)
Property owned by Robert Hansen (right)
[Facing east]



Hansen property from Ferenville Drive
[Facing southeast]



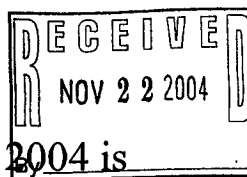
View down Ferenville Drive and another
neighboring home across Ferenville Drive (right)
[Facing west]



Neighbor across Ferenville Drive
[Facing north]



Neighbor across Ferenville Drive
[Facing northeast]



This petition made the 19th day of November, 2004 is to request that the 23 acre parcel highlighted in yellow and shown on the attached map, owned by Ed Vogel and adjoining property owned by Heritage Hills, be zoned as C-2P and not C4.

C2P - The purpose of this district is to provide for commercial and residential activity in selected historical communities. These regulations are designed to preserve and enhance the historical elements of the community while allowing for mixed but compatible uses.

C4 - This district is designed primarily to encourage the development of recognizable, attractive groupings of facilities to serve persons traveling by automobile and local residents. Since these areas are generally located on the major highways, they are subject to the public view. They should provide an appropriate appearance and ample parking and be designed to minimize traffic congestion.

Examples: "gas stations, hospitals, restaurants, theaters, hotels, motels, auto sales, shopping center, and this allows for manufacturing with a special permit, adult establishment, racing events, junk yards."

PLEASE SIGN BELOW TO STOP THE REZONING!!

Janet A. Dozier	Walter H. Johnson
Betty Hendricks	Ruth H. Smith
Beila M. Chapman	Erin J. Johnson
W. D. Chapman	Jack Johnson
Margaret Begele	Harold R. Check
Donna Water	Dorothy C. Miller
Sarah West	Burkham Sani
Jack H. McDonald	Mary Todd
Dusty M. Donald	Carl Johnson
John Dozier	Elsie Burdians

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R. C. Brown Lewis H. Swartwout

Patricia Hooper	Sarah L. Swartwout
James Hooper	Arsen Armit
Kathy Thompson	Hubert Stilwell
Myron Thompson	Peggy Stilwell
Donna	Kathleen Sprau
W. O. Elliott	Marilyn Spoad
Kay Elliott	Patricia M. March
W. Hermit Thompson	Paul Brown
Jane Daynes	F. Michael Jarbo
Jayce Thompson	Ledyke W. Van Natta
Rebel Jameson	Ernie Jean Bengten
Cathy M. Loan	Eden Blaiklock
W. O. By B. B. B.	Anne Kerk
Walter Kellogg	Francis A. Ebe
Virian Kellogg	Phyllis Sheldon
Ruth Craig	Carole Wright
Phyllis J. Sheldon	S. Merrill Wright
Elna Jane Torres	Peggy Kyle
Charles J. Norris	Chinda Jacobus
Jane Thintup	Joyce H. Pines
Lillian Wagner	M. Gordon Mac Inn
Alfred Kisher	Jim (A) Jernigan
Carol Barber	Mr Taylor, E.D.
Ann Skinner	Sally Jones
Betty Collins	Martina Rodriguez
Margaret Robinson	Max [unclear]
Nella H. Maurer	Arthur [unclear]
Jane Lasterack	Joyce M. Caw
Earl Lasterack	Oliver Capu
Al [unclear]	Donna Hoch



**HERITAGE
HILLS**

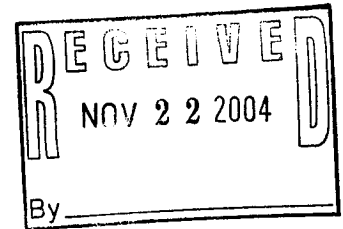
An Emeritus Community

GREG TAYLOR
Executive Director

3200 Heritage Circle
Hendersonville, NC 28791
www.emeritus.com



PHONE 828.693.8292
800.552.5150
FAX 828.692.6349
EMAIL: heritagehills2@emeritus.com



This petition made by the residents and homeowners on S. Brown Court, Mountain Home, NC, is to request that the property owned by Ed Vogel adjoining S. Brown Court and its neighbors; more specifically shown on the attached map; be zoned C2-P AND NOT C4 for future commercial use.

This the 20th day of November, 2004.

RECEIVED
NOV 22 2004

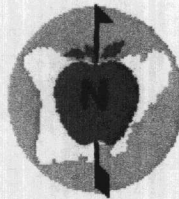
Henderson County Parcel Print Page



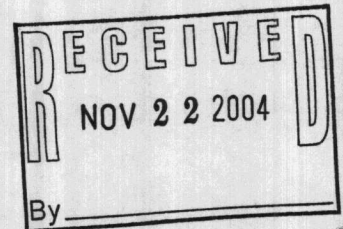
***WARNING: THIS IS NOT A SURVEY!

Date: 11/19/2004

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

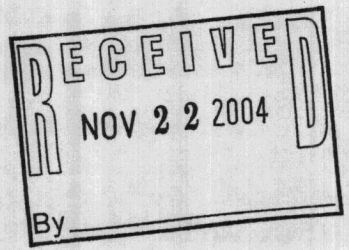


Rec	1
PIN	00965096081555
PID	9955167
NAME_1	VOGEL, KAREN K TRU
NAME_2	VOGEL, EDWARD T TI
ADDRESS_1	PO BOX 759
ADDRESS_2	
CITY	NAPLES
ST	NC
ZIP	28760
PROP_DESC	US25 N ON
ACRES	13.51
MAP_SHEET	9650.12
NBR_BLDGS	0
DATEREC	0/1/2003
DB_PG	1129/722
LAND_VAL	74000
BLDG_VAL	0
TOTAL_VAL	74000
NBHD_DESC	MOUNTAIN HOME
Subdivision	
SALE_PRICE	0



Petition against C-4 zoning
of Ed Vogel's property:

1. Mary Anne Simpkins
2. Beulah Connor
3. Jalmae Connor
4. ~~Nathaniel Connor~~
5. Jerry Hill
6. Joy Hill
7. Barbara Middleton
8. Larry Middleton
9. Paula Sheehan
10. Robert E. Simpkins
11. Pamela C. Erwin

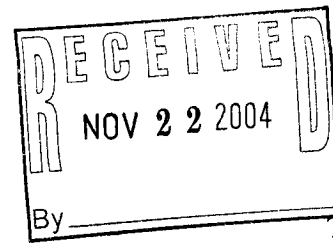


12. Cynthia D. Sheehan

13. Larry Taylor

VOGEL ENTERPRISES

**P.O. Box 759
Naples, NC 28760**



Edward T. Vogel
Principal

Telephone
828-693-0036

TO THE HENDERON COUNTY PLANNING BOARD,

11-22-04

It appears that the planning board of Henderson County may be in violation of the law in five different areas.

1. The five-lane highway through Mt. Home, which fits the C-4 highway commercial, is being zoned as a C-2P, (preservation neighborhood historical community.) This highway has no historical designation, and it is a highway not a community.
2. The planning dept website says they will be "sensitive to protecting the property values." Reducing a property, which is being used as a C-4 to a C-2P, not only reduces the usages, but also reduces the value.
3. A precedent has been set for highway 25N. Adjacent to the south and to the north; this five lane highway is zoned highway commercial. This planning board is proposing approximaly ten different zones. The precdent is not being followed.
4. The mission statement of the Henderson county board of commissioners says they will "stimulated economical growth"
What a great oppourtunity to expand business, build shopping centers & expand services for the community. This increases the tax base and provides jobs. These restrictive zones will not stimulate economic' growth.
5. Residential areas adjacent to the five-lane highway. Who would want to build their dream home right on busy five lane highway, have their toddlers play on a sidewalk three feet from where 20 to 30 thousand trucks and cars per day drive by at 50 mph. Who would want to put up with the pollution of noise and fumes, choosing to live next to it? Who would want to worry about their children waiting for a school bus on a five-lane highway? The golden rule comes into play here. If the planning board would not want this for themselves, why try to force this on the property owners who don't want it.

We are American citizens with property rights. In the above five mentioned areas, our rights are being violated, by forcing zoning along highway 25N that severely reduces property values and zoning that has no relevance to a commercial highway. I therefore request my property in Mt. Home be granted a C-4 commercial zoning, essentially the identical zoning as the rest of highway 25 from Hendersonville to Asheville... now enjoy.

Respectfully,

A handwritten signature in cursive script that reads "Edward T. Vogel".

Edward Vogel

Cc: Henderson County Board of Commissioners

VOGEL ENTERPRISES

P.O. Box 759
Naples, NC 28760

Edward T. Vogel
Principal

Telephone
828-693-0036

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Respectfully,



Edward Vogel

Cc: Henderson County Board of Commissioners

Nov 8 - 4:30 - 5:15 -

Planning Board Special Called Mtg. - Nov. 27/04 US Highway 25 North Zoning Study

6pm.

Present: all present.

Item PCC w/approval of US. - come back ^{look for zoning} ^{permitted} -
to look flood plain ordinance & other ordinance -

Item #3 - Brighton Community -
I-15 to C-F

#5 - Auto Advantage - Maxwell Dr.
C-F recommendation -

#4 - Brighton Industrial Park -
R-15

#6 - R-30 to RC near Lake's ^{Property} Range

#9 - I-1 Naples Rd. / I-26.

#10 - E-10 to C-F

#7 - R-15 (Pgs Place/Holly Hill Rd/Apple Lane)
(Retain) ^{to} open zone - no district to
accommodate the types of uses
in the area as of yet - suggest a
"Human Services District - possible -

#8 - R-15 to C-2P

#2 - C & I from R-15 - MN Home Industrial
Park - Heritage Hills -

#1 - C-2/R15 to I-1 ^(MCM) Salvation Army - Tommy
McCraw, lead, Wading -

Recommendations made @ subcommittee mtg. -
Nov. 2 -

Nov. 18/04 - date on map instead of
Sept.

Renee - Standards of Comprehensive Plan to go
by -

Karen - Explained Comp Plan - areas relating to
US 25N. Commercial Study -

Study falls w/in Urban Services Area -
Jedd - Floodplain - Ordinance to develop -
CCP - Higher Commercial areas along with
High Commercial area (E-4)
Lack of ability for curb cuts (no access
management - design standards)

Renee - if we had more standards then
revisit the study area - re: BCC to study
and recommend these additional standards.

Karen - several studies to be completed -
(commercial & industrial study to finish
by fiscal year)

Renee - what feasibility does the BCC have?

Karen -
Renee - not find?

Karen/Jedd - No
1st mtg. in Dec. as workshop -

Jedd - BCC can make minor map
adjustments -

370
160

Motion -

Nov. 18 70
Changes in Pt's move

Renee

Accept Subcommittee
because on surface of proposal
as committee - Cf plan - allow
to look at changes -

Tommy

Second motion.

Paul - opposed - all

6:47 p.m.

HENDERSON COUNTY

Planning Department

101 East Allen Street • Hendersonville, NC 28792
Phone 828-697-4819 • Fax 828-697-4533

Memorandum

TO: Henderson County Planning Board Members
FROM: Anthony Prinz, Planner
DATE: November 16, 2004
**SUBJECT: Recommendations from the Zoning/Land Use Subcommittee
regarding the US Highway 25 North Zoning Study**

During the October 19, 2004 Planning Board meeting numerous issues pertaining to the US Highway 25 North Zoning Study were referred to the Zoning/Land Use Subcommittee for further consideration. At the November 2, 2004 Zoning/Land Use Subcommittee meeting the following changes to the previous proposal were recommended:

1. I-1 Light Industrial district (I-1) for parcels owned by The Salvation Army Inc., Mr. Tommy McCraw, Mr. Harold Reid, and Mr. Harvey Worley, previously recommended as C-2, or split-zoned C-2/R-15 (shown in the figure below)

Reasoning for recommendation:

- a. The property is located adjacent to the existing Mountain Home Industrial Park.
- b. All parcels have access to existing municipal water and sanitary sewer service.
- c. Existing zoning is I-1 and I-2.
- d. Current and prior use of the property has been industrial since 1985 when originally zoned.



2. Office and Intuitional district (O&I) for parcels located adjacent to recommended I-1, I-2, and C-2P in the area of the existing Mountain Home Industrial Park (shown in the figure below)

Reasoning for recommendation:

- a. Currently, the area in question is mixed use, from low density single-family residential to various types of commercial and institutional uses.
- b. Lot sizes generally conform to the minimum requirements of 30,000 sq. ft. set by O&I.
- c. Single-family residential uses are allowed by right with commercial and institutional uses allowed with a conditional or special use permit.
- d. The large parcel north of Industrial Park Drive is accessed through an existing residential neighborhood (to the west) and has variable topography making it less suitable for industrial purposes. Currently, there is an existing single-family dwelling unit on the property.



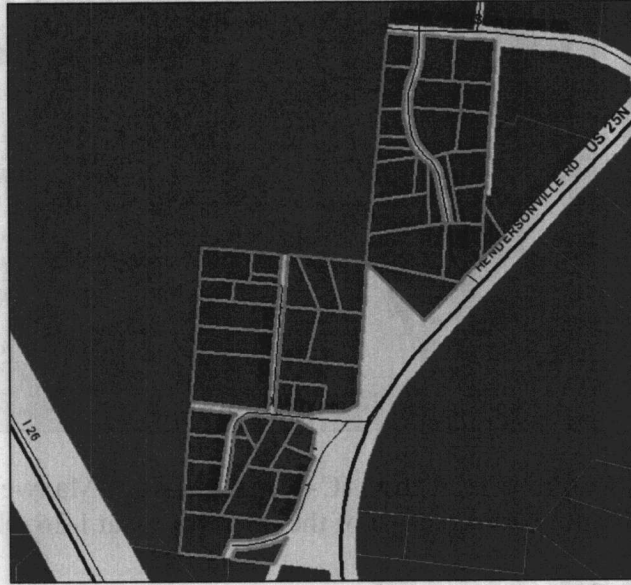
3. C-4 Highway Commercial district (C-4) for Brickton community located directly west of US Highway 25 North formerly recommended as T-15 (shown in the figure below)

Reasoning for recommendation:

- a. Parcels are currently surrounded by industrial and commercial uses.
- b. The property is located within an area intended to serve as a regional commercial center as described by the County Comprehensive Plan.
- c. Parcels are currently served by, or have access to, municipal water and sanitary sewer service.
- d. One representative from the community requested that the Planning Board recommend C-4 in this area to increase the value of property, and to allow for commercial use.

e. The Subcommittee also discussed issues of tax value to address a comment

of use. Parcels in the Brickton community may not experience an increase in tax value because of small parcel sizes. It was also noted that tax breaks can be offered to low-income or elderly property owners.



4. R-15 Medium Density Residential district (R-15) for three parcels located in the Brickton Industrial Park (shown in the figure below)

Reasoning for recommendation:

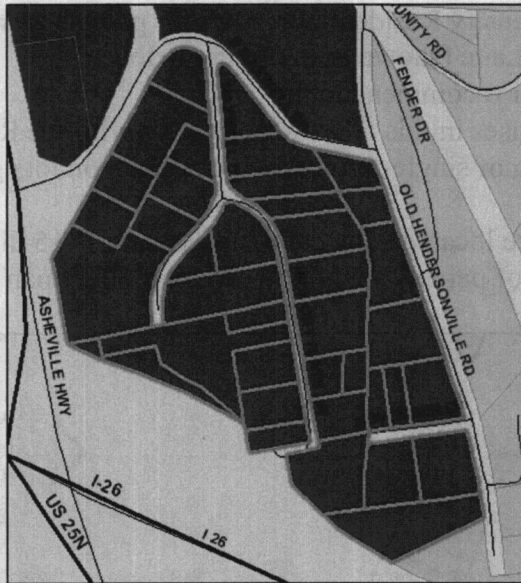
- a. A Master Plan has been submitted by Glade Holdings LLC to utilize a majority of the property for a medium density residential development consisting of apartments, townhouses/condos, in addition to single-family dwellings.
- b. The current owner, Brickton Associates LLC, and prospective owner, Glade Holdings LLC, requested R-15 for the property.
- c. The property does have access to municipal water and sanitary sewer service.
- d. Development is intended to be accessed from both Old Hendersonville Road and Howard Gap Road, by way of Ammons Road, lessening the impact on any one of the thoroughfares.



5. C-4 Highway Commercial district (C-4) in the area of Maxwell drive east of US Highway 25 North, and northeast of the interchange at I-26 (shown in the figure below)

Reasoning for recommendation:

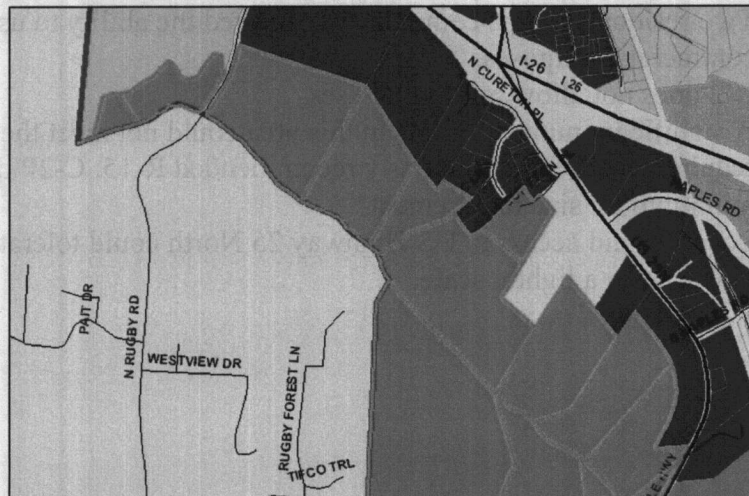
- a. Area is located in a prime commercial area, or regional commercial center as described by the County Comprehensive Plan.
- b. Property is bordered on three sides by commercial uses, or property currently being marketed for commercial purposes.
- c. Topography would allow commercial development on a majority of the property, and at the same time, separates the C-4 from an adjacent R-15 district located to the east.
- d. Properties do have access to US Highway 25 North by way of Maxwell Drive.
- e. Two property owners in the community requested C-4 Highway Commercial to increase the value of their property, and allow them to sell for commercial use.
- f. Proposal is consistent with recommendations for C-4 along the southwestern portion of the interchange.



6. Rural Conservation district (RC) for parcels along Mud Creek in the northern portion of the Study Area previously recommended as R-30 Low Density Residential district (shown in the figure below)

Reasoning for recommendation:

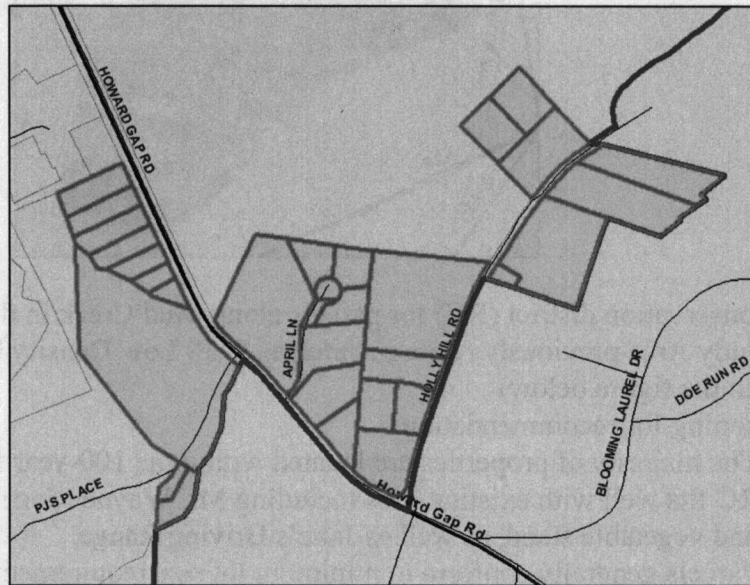
- The majority of properties are located within the 100-year floodplain.
- RC fits well with existing uses including Mr. Wayne Merrill's farm property and vegetable stand, as well as Jake's Driving Range.
- Parcels generally conform to minimum lot size requirements of the RC district (minimum 1 acre).
- Public comment and Planning Board members requested more consistent application of RC in flood-prone areas.
- Mrs. Blair Justice requested RC for their family business-Jake's Driving Range.



7. R-15 Medium Density Residential district for parcels along PJ's Place, Holly Hill Road, and April Lane (shown in the figure below)

Reasoning for recommendation:

- a. Existing uses in this area are consistent with the R-15 zoning district consisting of single-family dwelling units on lots greater than 15,000 sq. ft. in area.
- b. Parcels are located adjacent to an existing R-15 district.
- c. Majority of parcels are not owned by the Layman Foundation.



8. C-2P Preservation Neighborhood Commercial District (C-2P) in the area of Old White Street, Manassas Drive, and Cloverdale Drive (shown in the figure below)

Reasoning for recommendation:

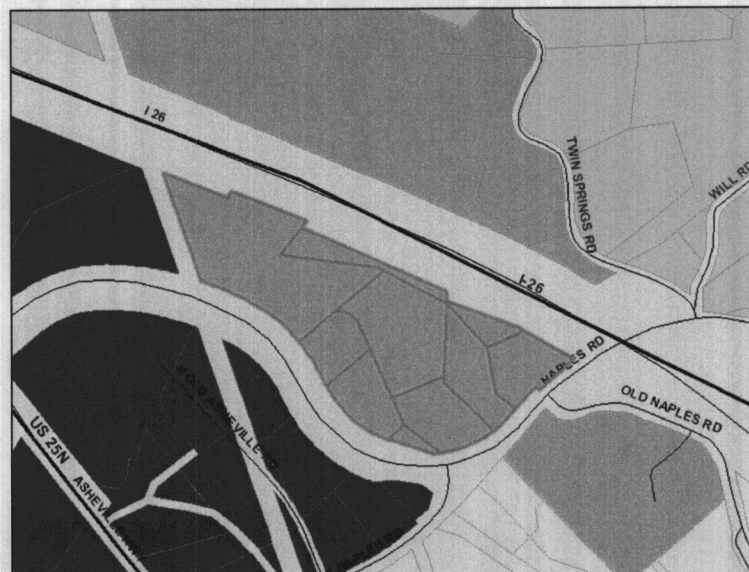
- a. C-2P would permit single-family residential uses to continue while allowing some light commercial uses to be introduced into the area.
- b. Two residents in this community requested the ability to use their property for commercial purposes.
- c. C-2 does not allow residential uses.
- d. A significant number of lots in this area could not meet the minimum lot size requirements of the previously recommended R-15. C-2P does not have a minimum lot size requirement.
- e. Location and access to US Highway 25 North could tolerate commercial use, however on a lighter scale.



9. I-1 Light Industrial for parcels located between Naples Road and I-26 (shown in the figure below)

Reasoning for recommendation:

- a. Majority of the property is owned by Mr. Scott Jarvis, and Mr. Jarvis requested zoning that allows commercial or light industrial use.
- b. Mr. Jarvis has done a significant amount of filling in this area to be use for commercial or industrial purposes.
- c. Property is within close proximity to US Highway 25 North and the I-26 interchange, and has good access to Naples Road.
- d. I-1 is consistent with recommendations to the north across I-26 and to the east of Naples Road along Old Naples Road.



10. C-4 Highway Commercial district (C-4) for properties located south of Naples Road and north of the Southern Rail line (shown in the figure below)

Reasoning for recommendation:

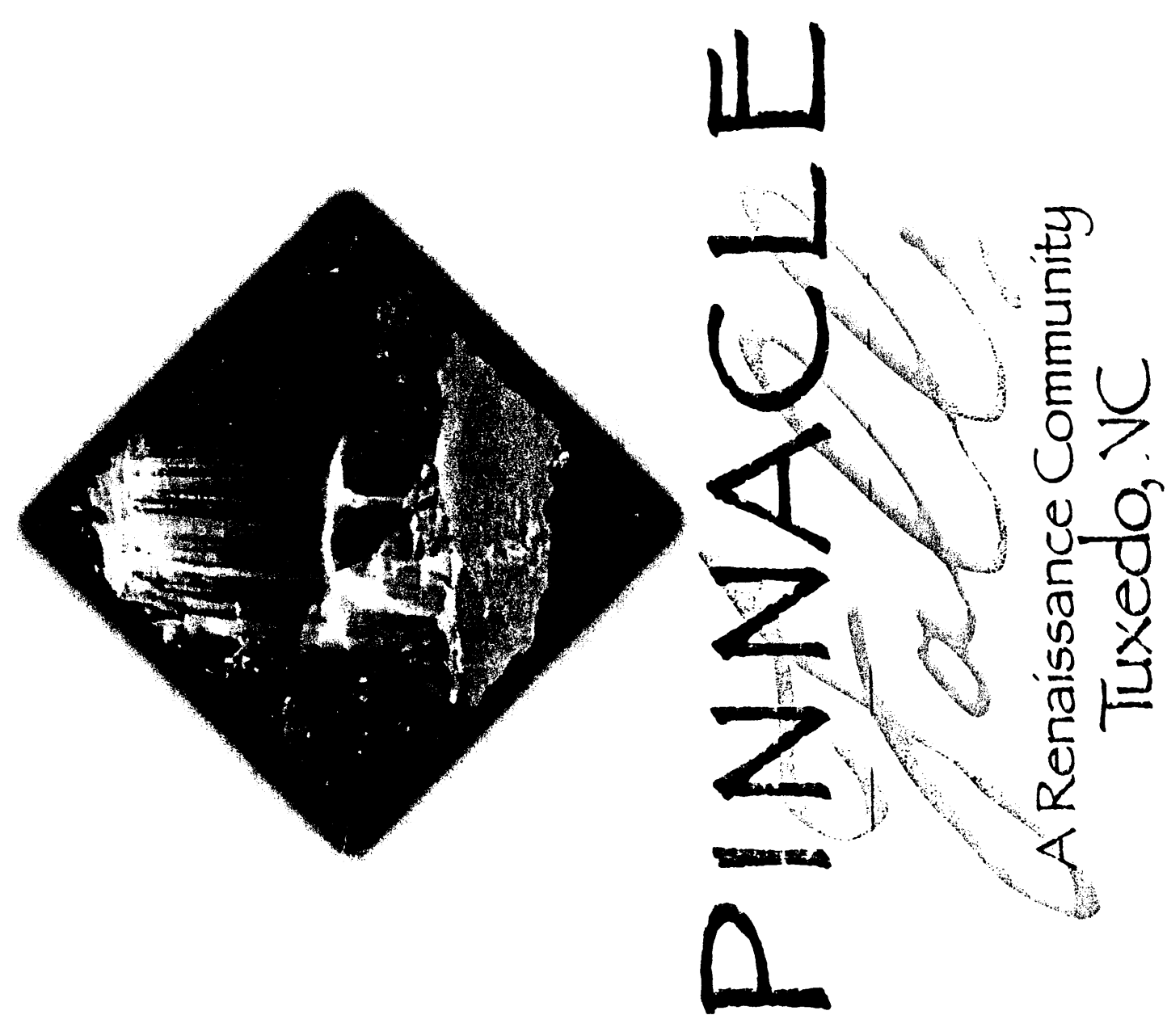
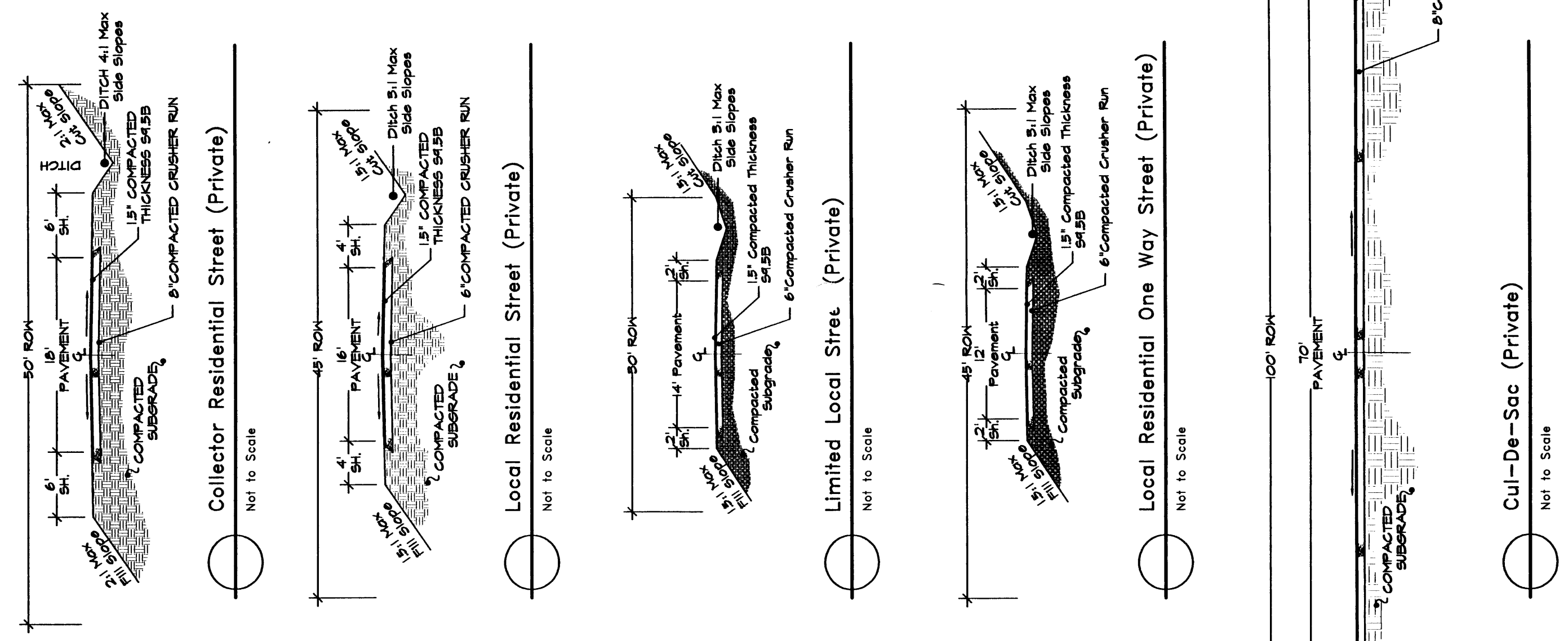
- a. Parcels in this area are mainly owned by the Justice family with approximately seven (7) acres owned by Mr. Scott Jarvis.
- b. All property owners requested C-4 in this area.
- c. Parcels have access to US Highway 25 North via South Naples Road, and are contiguous to a recommended C-4 district to the west.
- d. There are no issues with topography in this area.



Please note, other areas were discussed, however no changes were recommended. A revised map of the entire Study Area has also been attached.

PROJECT SUMMARY	
Total Project Area	230.0 AC.
Parcel No.	665-05-1410
Proposed Lots	100
Section One (The Meadows)	50
Section Two (The Forest)	40
Section Three (The Ridges)	20
As has been determined	(23 units/acre)
Max Building Height	35'
Green River	Community/Individual
Water Supply	Community/Individual
Distance To Public	6.5 Miles
Supply To Fire Water	2.1 Miles
Length of Public Road	N/A
Length of Private Road	20725 ft

No portion of the site is within the 100 yr floodplain. Project is located within one half mile of the Green River Farmland Preservation District. Project is a portion of Green River Farmland. Development Plan approval will be requested for each project phase. Road construction shall meet Henderson County standards. All construction shall be in accordance with the submitted to Henderson County for Master Plan Approval 15 October 2004.



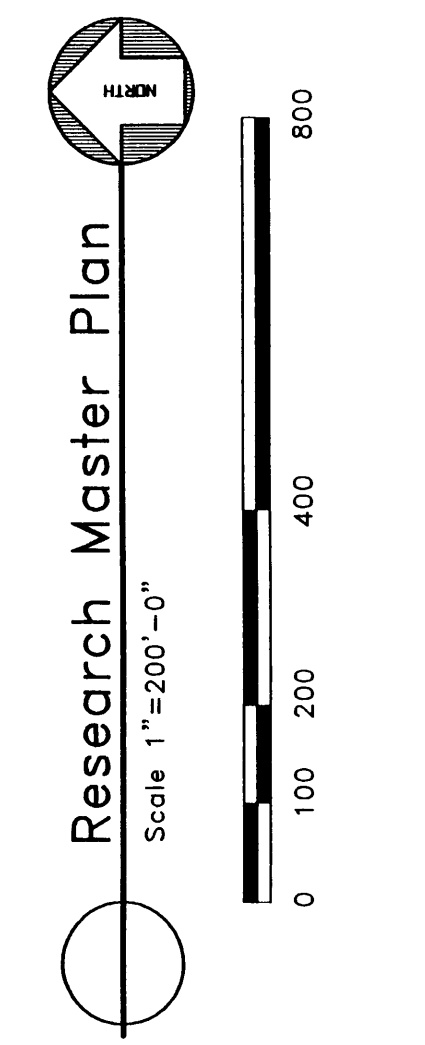
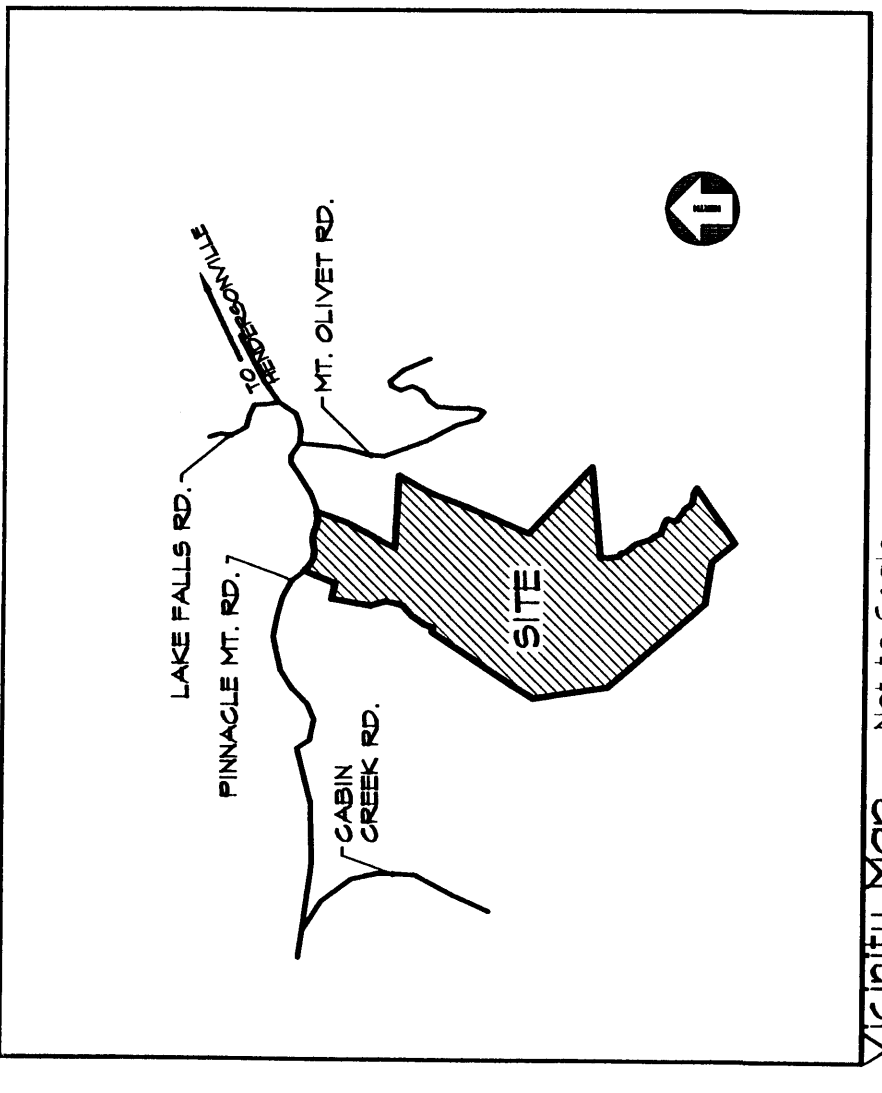
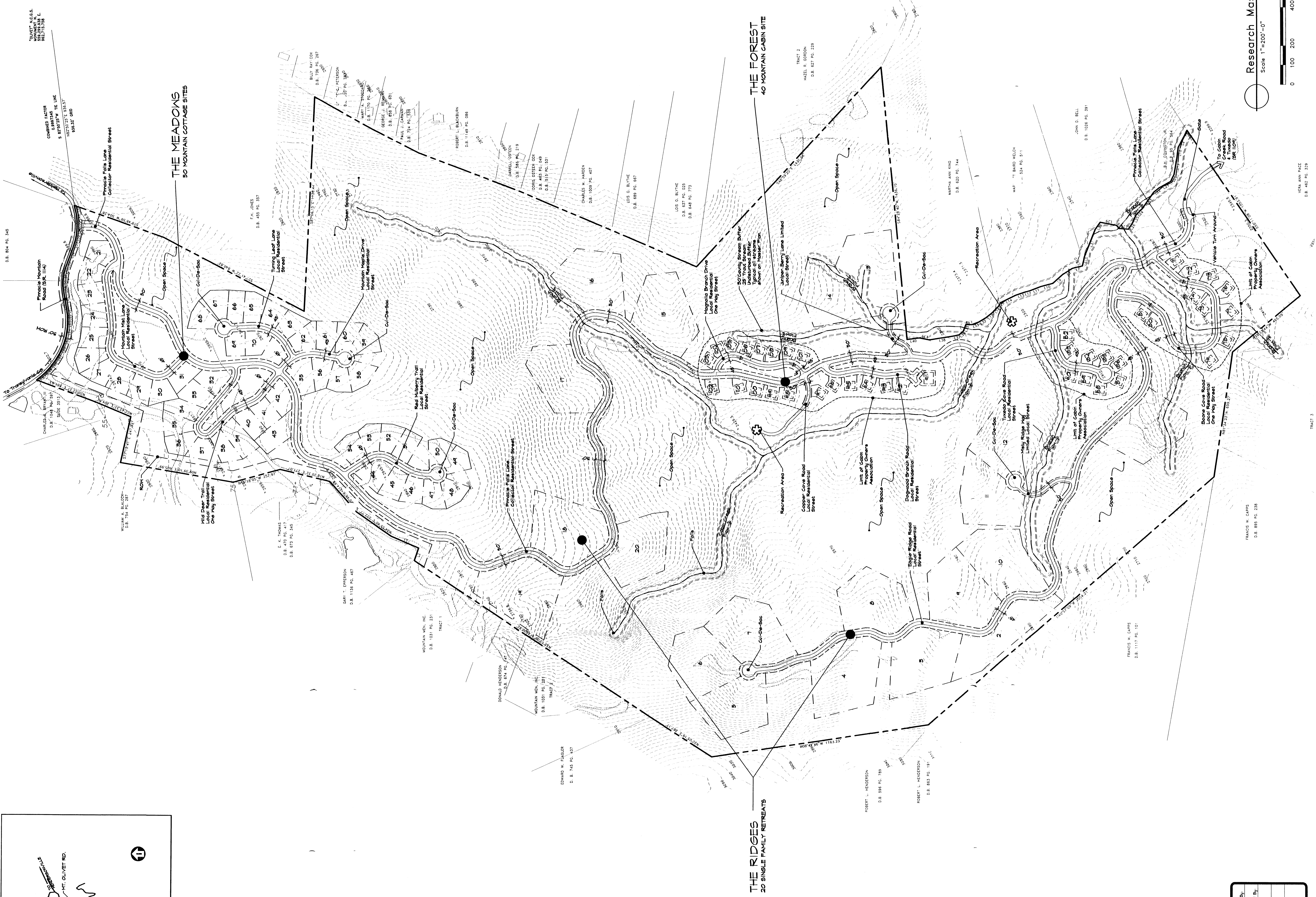
PINNACLE FALLS
 RANGE RANGER FIP
 HENDERSONVILLE, NC 28792
 828-606-3030

DEVELOPER
 RENAISSANCE COMMUNITIES LLC
 1000 W. MARKET STREET
 HENDERSONVILLE, NC 28792
 828-272-0583/030

LAND PLANNER / LANDSCAPE ARCHITECT
 LUTHER E. SMITH & ASSOCIATES P.A.
 1000 W. MARKET STREET
 HENDERSONVILLE, NC 28792
 828-697-2307

ENGINEER
 MOUNTAIN ENGINEERS & ARCHITECTS
 1000 W. MARKET STREET, SUITE 2
 HENDERSONVILLE, NC 28792
 828-697-2312

SURVEYOR
 WAGGONER & BIRDSE
 545 OLD BRASS LANE, RD
 HENDERSONVILLE, NC 28792
 828-695-1022



NO.	DATE	DESCRIPTION
1	11/15/04	PRELIMINARY
2	11/15/04	REVISED
3	11/15/04	REVISED
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100	11/15/04	REVISED

DATE: 11/15/04
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN
 SHEET: S-1
 OF: 1