



**Town of Weaverville  
Planning and Zoning Board  
Council Chambers, Town Hall  
Tuesday, June 5, 2018, 6:00pm**

**Agenda**

1. Call to Order – Chairman Doug Theroux.
2. Approval of the Minutes from the April 3, 2018 Meeting of the Board.
3. Discussion Related to a Final Plat for the Major Subdivision Located at 6 Garrison Road.
4. Consideration of a Motion Establishing a Recommendation to Town Council on the Aforementioned Major Subdivision.
5. Discussion Related to a Proposed Conditional Zoning District Application for the Project Commonly Known as Weaverville Townhomes.
6. Consideration of a Motion Establishing a Recommendation to Town Council on the Aforementioned Conditional Zoning District Application.
7. Adjournment.

Town of Weaverville  
Planning and Zoning Board  
Minutes – Tuesday, April 3, 2018

The Planning and Zoning Board of the Town of Weaverville met for a regularly scheduled monthly meeting at 6:00pm on Tuesday, April 3, 2018 within Council Chambers at Weaverville Town Hall.

Present: Chairman Doug Theroux, Vice-Chairman Gary Burge, Board Members Catherine Cordell, Leslie Osborne and Peter Stanz, Alternate Board Members John Chase and Steve Warren, Town Attorney Jennifer Jackson and Planning Director James Eller.

**1. Call to Order.**

Chairman Doug Theroux called the meeting to order at 6:00 pm.

**2. Approval of the Minutes from the March 6, 2018 Meeting of the Board.**

Ms. Osborne motioned to adopt the minutes as amended. Said amendments were related to a minor revision found on page one of two. Mr. Stanz seconded and all voted unanimously.

**3. Discussion Related to a Proposed Zoning Map Amendment for an Unaddressed Parcel on Reagan Lane Adjacent to Weaver Boulevard.**

Mr. Eller described the application for a proposed map amendment to the Board which proposed a revision from R-1 to C-2 and noted the location of the property. Ms. Jackson informed the Board that when considering a rezoning the Board should account for each use permitted within the zoning district desired and Mr. Eller read into the record those uses permitted by right within the C-2 Zoning District.

Mr. Tige Darner and Mr. John Goss appeared before the Board on behalf of the applicant Tar Heel Capital. Mr. Darner and Mr. Goss revealed a site plan for the property reflective of a proposed drive thru restaurant. The applicants took note of the buffering provided and lighting to be used to lessen the impact of the proposal on surrounding property owners. Mr. Reese Lasher, property owner, also spoke to the Board in favor of the proposal.

A lengthy conversation occurred related to the point of egress and ingress to the property from Weaver Boulevard. Consensus was achieved by the Board that such a point of egress and ingress was a great concern as it relates to the safety of the motoring and pedestrian public due to the close proximity of a present point of egress and ingress for neighboring Goodwill; the close proximity to the signalized intersection of North Main Street and Weaver Boulevard; the configuration of the existing turning lane which would need to be modified to access the property; and traffic volumes in the area which often complete block access to the property at the proposed point shown.

**4. Consideration of a Motion Adopting a Recommendation to Town Council Related to the Aforementioned Proposed Zoning Map Amendment.**

Mr. Stanz motioned to send an unfavorable recommendation to Town Council related to the proposed rezoning based upon the aforementioned conversation and noted concerns related to traffic congestion on Weaver Boulevard within the Town's comprehensive land use plan. Ms. Cordell seconded.

Prior to the Board voting on the motion offered for consideration the applicant and property owner asked for a short recess so they may discuss the particulars of how or if the application may proceed. Mr. Eller noted that should such a negative recommendation be offered to Town Council from the Board the applicant must apply for a public Hearing before Town Council and that should the rezoning application be voted negatively upon, the property would not be eligible for rezoning for a period of one year. Chairman Theroux granted such a recess.

Upon return to open session the applicant informed the Board that they were withdrawing their zoning map amendment application.

**5. Any Other Business to Come Before the Board.**

Mr. Stanz noted that even though he motioned to deny the application, this property in particular was a good indication of how a transitional zoning district could be useful. Consensus was achieved by the Board and staff was instructed to begin researching language related to a transitional zoning district.

**6. Adjournment.**

Ms. Cordell motioned to adjourn. Mr. Stanz seconded and all voted unanimously.

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**Doug Theroux, Chairman  
Planning and Zoning Board**

**ATTEST:**

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**James W. Eller  
Planning Director / Deputy Town Clerk**



**6 Garrison Road Subdivision**

**MAJOR SUBDIVISION APPLICATION**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787  
(828) 484-7002— fax (828) 645-4776 — jeller@weaverville.org

Fee: \$300.00 + \$25.00 per lot

APPLICATION DATE: 11/22/17 OWNER NAME: CAROLYN RICE  
SUBDIVISION NAME: CAROLYN RICE PROPERTY ADDRESS: 6 GARRISON ROAD  
PIN: 9732900999 DEED BOOK/PAGE: 5590/1275  
ORIGINAL TRACT SIZE (acres): 2.39 ACRES PROPOSED NUMBER OF LOTS: 3  
SUBDIVISION TYPE:  RESIDENTIAL  COMMERCIAL  INDUSTRIAL

OWNER/AGENT NAME: CAROLYN RICE/GARY RICE PHONE NUMBER: (828) 575-4284  
ADDRESS:

REGISTERED SURVEYOR: BOBBY McMAHAN PHONE NUMBER: (828) 645-5554  
ADDRESS: P.O. BOX 1296 WEAVERVILLE N.C.

REGISTERED ENGINEER: N/A PHONE NUMBER:  
ADDRESS:

Which utilities will serve the proposed development?:

- PUBLIC SANITARY SEWER  COMMUNITY SEWER  SEPTIC TANKS ON EACH LOT  
 PUBLIC WATER  COMMUNITY WATER  WELLS ON EACH LOT

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Subdivision Ordinance and Zoning Ordinance and to be fully aware of the regulations detailed therein.

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner. I understand that a copy of the recorded plat must be submitted to the Zoning Department prior to the issuance of any permits associated with this subdivision.

Carolyn Rice 11/22/17  
SIGNATURE OF APPLICANT DATE

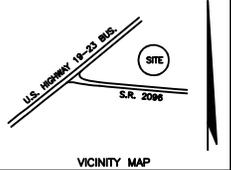
**OFFICE USE ONLY**

FEE: 375  DATE PAID: 11.22.17  CHECK  CASH  
PRELIMINARY PLAT APPROVAL DATE: FINAL PLAT APPROVAL DATE:

APPROVED WITH CONDITIONS:

NORTH - GRID NORTH (NAD 83)

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS WILL BE INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF WEAVERVILLE'S SPECIFICATIONS AND STANDARDS IN THE CAROLYN RICE SUBDIVISION AND THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF WEAVERVILLE HAVE BEEN RECEIVED, AND THAT THE FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$375 HAS BEEN PAID.



DATE \_\_\_\_\_ SUBDIVISION ADMINISTRATOR \_\_\_\_\_

LEGEND

- ⊙ ..... 5/8" REBAR (FOUND)
- △ ..... MAG NAIL (FOUND)
- ⊙ ..... 3/4" IRON PIPE (FOUND)
- ⊙ ..... WATER METER/VALVE
- ⊙ ..... 5/8" REBAR WITH I.D. CAP (SET)
- △ ..... MAG NAIL (SET)
- ⊙ ..... SEWER CLEAN OUT
- ..... UNMARKED POINT
- ..... UTILITY POLE WITH OVERHEAD LINES
- x - x - x - FENCE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITHIN MY FREE CONSENT. I FURTHER CERTIFY THAT THE SUBDIVISION COMPLIES WITH ALL PROVISIONS OF THE ORDINANCE OF THE TOWN OF WEAVERVILLE.

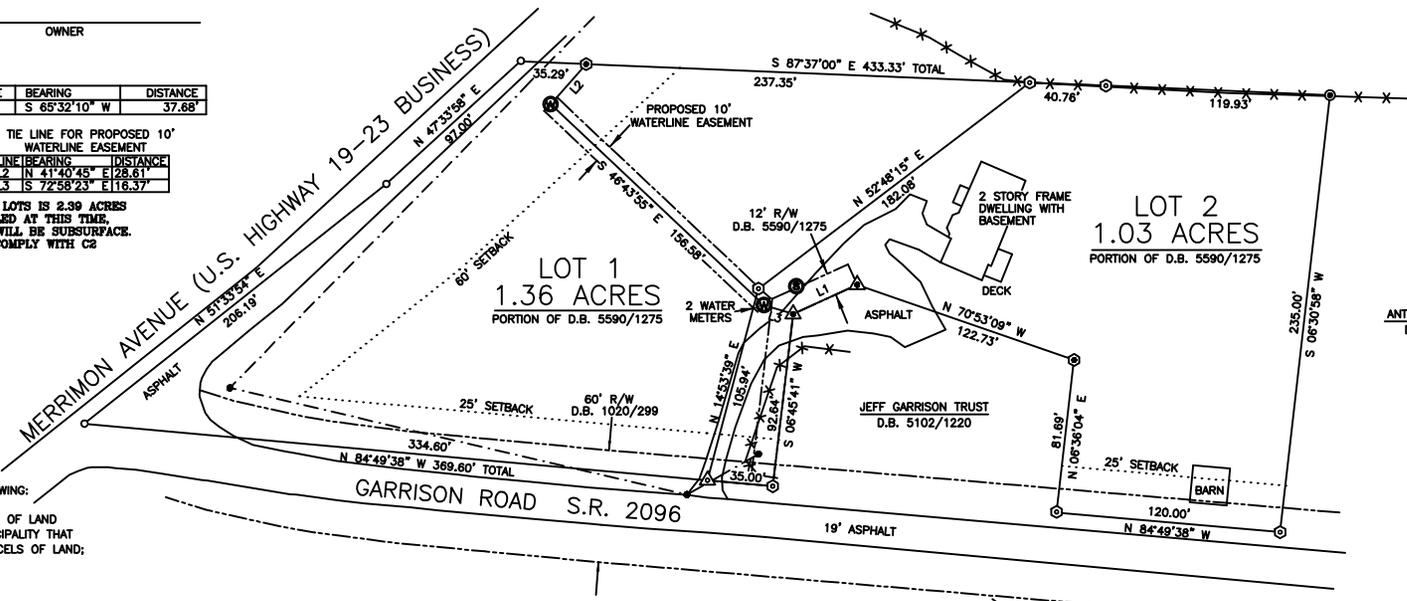
DATE \_\_\_\_\_ OWNER \_\_\_\_\_

LINE	BEARING	DISTANCE
L1	S 65°32'10" W	37.68'

TIE LINE FOR PROPOSED 10' WATERLINE EASEMENT

LINE	BEARING	DISTANCE
L2	N 41°40'45" E	128.61'
L3	S 72°58'23" E	116.37'

- NOTES:
- TOTAL ACREAGE TO BE SUBDIVIDED INTO TWO LOTS IS 2.39 ACRES
  - NO ADDITIONAL ADVERTISEMENTS ARE TO BE INSTALLED AT THIS TIME.
  - ANY ADDITIONAL ADVERTISEMENTS ADDED IN FUTURE WILL BE SUBSURFACE.
  - ANY FUTURE USE OF THE PROPERTY SHALL COMPLY WITH C2 DISTRICT CODES.



I HEREBY CERTIFY TO ONE OF THE FOLLOWING:  
 THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;



NAME OF OWNER: CAROLYN L. RICE  
 P.I.N.: 9738900999  
 ZONED: C2

CERTIFICATION OF APPROVAL FOR RECORDING

I, BOBBY C. McMAHAN CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK 5590 PAGE 1275, PLAT BOOK 6, PAGE 150; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 1ST DAY OF NOVEMBER, A.D., 2017.

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.

SURVEYOR: \_\_\_\_\_  
 REGISTRATION NUMBER: 2475

DATE \_\_\_\_\_ TOWN MANAGER \_\_\_\_\_  
 WEAVERVILLE, N.C.

FILED FOR REGISTRATION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND RECORDED IN \_\_\_\_\_

\_\_\_\_\_, REVIEW OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY \_\_\_\_\_ DEPUTY

DATE \_\_\_\_\_ REVIEW OFFICER \_\_\_\_\_

THE LOCATION OF THE SUBJECT PROPERTY HAS BEEN CHECKED AGAINST AREA FIRM MAPS AND INFORMATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD).

MAP NUMBER: 3700973200J  
 EFFECTIVE DATE: APRIL 3, 2012

CAROLYN LOUISE RICE

TOWN OF WEAVERVILLE  
 REEMS CREEK TOWNSHIP  
 BUNCOMBE COUNTY  
 NORTH CAROLINA



SCALE: 1" = 50' DATE: NOVEMBER 1, 2017  
 REVISED: FEBRUARY 7, 2019

McMAHAN & ASSOCIATES, P.A. (C-319)  
 P.O. BOX 1296  
 WEAVERVILLE, N.C. 28787  
 828-645-5554

copy TL  
12-5-17

\$35.00



TOWN OF WEAVERVILLE  
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Carolyn Rice

PROJECT NAME: \_\_\_\_\_

ADDRESS: 60 Garrison Rd.  
Weaverdale, NC 28787

LOCATION: 60 Garrison Rd.  
Weaverdale, NC 28787

PHONE NUMBER: 828-515-4284

PIN NUMBER: \_\_\_\_\_

ELEVATION: \_\_\_\_\_

TYPE OF SERVICE:

- RESIDENTIAL  SINGLE FAMILY HOME
- TWO FAMILY \_\_\_\_\_ NUMBER OF BUILDINGS
- MULTI-FAMILY \_\_\_\_\_ NO. OF BUILDINGS \_\_\_\_\_ UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION \_\_\_\_\_ NO. OF LOTS
- COMMERCIAL  SINGLE COMMERCIAL BUILDING
- UNIFIED BUSINESS DEVELOPMENT \_\_\_\_\_ NO. OF BUILDINGS  
\_\_\_\_\_ NO. OF UNITS
- INDUSTRIAL  SANITARY FACILITIES ONLY
- SANITARY & INDUSTRIAL PROCESS WATER
- OTHER  FIRE SPRINKLER SYSTEM
- IRRIGATION SYSTEM
- \_\_\_\_\_

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE \_\_\_\_\_  
MAXIMUM GALLONS PER DAY 2,000  
ANTICIPATED DATE OF SERVICE \_\_\_\_\_

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Carolyn Rice understand that the processing fee of \$35.00, paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature Carolyn Rice

Date 12/05/2017



# Metropolitan Sewerage District

of Buncombe County, North Carolina

## Sewer Service Application

Application #: WE-180123

Applied: 1/29/2018

Reviewed & Approved by: Cecelia Cardascio on 1/29/2018

### DOMESTIC WASTEWATER SEWER SERVICE APPLICATION

MSD must approve all new connections to the District Sewerage System in accordance with North Carolina Law. "New sewer connections" includes any new construction to be connected to the District Sewerage system, mobile homes to be connected to the District Sewerage System and additions or alterations to existing residences already connected to the District Sewerage System if, in the opinion of the MSD, the addition or alteration will result in additional wastewater flow. The applicant for wastewater service is responsible for obtaining any necessary rights of way for sewer service between the applicant's property and the connection to the District Sewerage System. If there are sewer lines located on the property, it is the owner's responsibility to identify and locate the sewer lines to ensure that no structures or other improvements are located in violation of North Carolina Law. Contact MSD for assistance in locating the sewer lines. MSD reserves the right to rescind any approval of this application and any allocation of wastewater flow if any information on this application is incorrect or if MSD is prohibited by the State of North Carolina or EPA from accepting additional flows.

<u>Name</u>	<u>Mailing Address</u>	<u>Phone</u>
Gary & Carolyn Rice	6 Garrison Road, Weaverville, NC 28787	(828) 575-4284 (C)

PIN: 9732900999

Project Name:

Service Address: GARRISON ROAD (6) Weaverville, NC 28787

Connect To: MSD Sewer Line

Connection Status:

Number of Taps Required: 0

Tap Size Required:

Allocation #: 2017149

Water Source: Weaverville

New Users: 1

Units: 1

Resp. for Maintenance:

<u>Fee Type</u>	<u>Cost Per</u>	<u>Qty.</u>	<u>Ext. Cost</u>	<u>Paid</u>
Water Meter - 5/8" - \$2500	\$2,500.00	1	\$2,500.00	<input checked="" type="checkbox"/>
Future commercial building	Receipt ID: 2622	2/1/18	Check	Ref. #: 1229
Subtotal:			<b>\$2,500.00</b>	
Amount of Total Fees Received:			\$2,500.00	
Amount Owed:			\$0.00	

(No County permit number provided.)



**Weaverville Townhomes Conditional Zoning District Application**



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Application**

# **CONDITIONAL ZONING DISTRICT APPLICATION**

Planning and Zoning Department  
30 South Main Street, P.O. Box 338, Weaverville, NC 28787  
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org  
**\$350.00 Application Fee**



**Conditional Zoning Districts address situations in which a particular use, properly planned, may be appropriate for a specific site but, the existing zoning district of the site has insufficient standards to mitigate the site-specific impact on the surrounding area.**

**Uses which may be considered for a Conditional Zoning District shall be established on a case-by-case basis at the request of the property owner. Conditional Zoning Districts are not intended for securing early or speculative reclassification of a property.**

**A Conditional Zoning District shall be defined as a zoning district in which the development and use of the property included in the district are subject to predetermined ordinance standards, regulations, and conditions imposed as part of the legislative decision creating the district and applying it to the particular property. If the use of an approved Conditional Zoning District ever changes, a new proposed use and plan must be submitted for review by the Town Council.**

**A fee of \$350.00 shall be paid to the Town of Weaverville for each Conditional Zoning District or rezoning request. During review of the request, all additional costs incurred by the Town above the initial fee of \$350.00 shall be the responsibility of the applicant.**

**OWNER/APPLICANT NAME:**  
Northridge Commons Investors, LLC  
P.O. Box 1157  
Arden, NC 28704

**APPLICATION DATE:** April 2, 2018

**BRIEFLY DESCRIBE THE PROJECT:**

The project consists of 53 townhome units with two streets. The units will be served by public water and sewer.

**PHONE NUMBER:** (828) 684-8800

**PROPERTY ADDRESS:**

152 Monticello Road  
4 & 20 Gill Branch Road

**PIN:** 9732-79-2660; 9733-70-0050;  
9733-70-1422

**DEED BOOK/PAGE:**  
55/160; 108/145; 126/173

**LOT AREA (acres):** 8.42 acres

**ZONING DISTRICT:** R-12

  
SIGNATURE OF APPLICANT



DATE

# CONDITIONAL ZONING DISTRICT APPLICATION

Planning and Zoning Department  
 30 South Main Street, P.O. Box 338, Weaverville, NC 28787  
 (828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org  
**\$350.00 Application Fee**



**A petition for a Conditional Zoning District must include a site plan and supporting information that specifies the intended uses for property. A complete site plan will include the following:**

	Title block containing:
✓	Name of owner & applicant
✓	Property address
✓	Buncombe County PIN
✓	Date or dates survey was conducted or plan prepared
✓	Scale of the drawing in feet per inch
✓	Deed book and page reference of the deed
✓	Zoning designation of property
✓	Sketch vicinity map depicting the relationship between the proposed subdivision and the surrounding area
✓	North Arrow and orientation
✓	Lot area in acres and square feet
✓	Existing topography of the site and within 300 feet of the site boundary in five (5) foot contours
N/A	Delineation of areas within the floodplain.
✓	Names of owners of adjoining properties, Buncombe County PIN, and zoning designation
✓	Minimum building setback lines applicable to the lot, including drainage or utility easements
✓	Proposed number and location of signs
✓	Exact dimensions, location, height, and exterior features of proposed buildings and structures
✓	Scale of all buildings relative to adjoining properties, including sight lines
✓	Utility easements
✓	Existing and proposed sanitary sewer system layout and a letter of commitment
✓	Existing and proposed water distribution system layout and a letter of commitment
✓	Existing and proposed stormwater system layout. Include copy of application for Buncombe County stormwater permit
N/A	Plans for individual water supply and sewerage/septic disposal system, if any
✓	A statement as to whether or not natural gas, telephone, electric, and cable lines are to be installed, and whether they will be above or below ground
✓	Exact dimension and location of all traffic, parking, and circulation plans showing the proposed location and arrangement of parking spaces.
✓	Existing and proposed roads, driveways, ingress/egress, easements, and rights-of-way both private and public. Include NCDOT driveway permit, if required.
N/A	Existing and proposed encroachments into setbacks, rights-of-way, and/or easements, if any
N/A	Location of significant trees on the property
N/A	Proposed phasing, if any, and expected completion date of the project.

**Upon reviewing the application, site plan, and supporting documents, the Planning and Zoning Board will issue statement of reasonableness of the proposed Conditional Zoning District.**

**Before a public hearing may be held by the Town Council, the petitioner must file in the Office of the Town Clerk, a written report of at least one community meeting held by the petitioner. The report shall include a list of those persons and organization notified of the meeting detailing the method and date of contact' the date, time, and location of the meeting; a roster of persons in attendance, a summary of issues discussed, and a description of any changes to the petition as a result of the meeting. In the event the petitioner has not held at least one meeting, the petitioner shall file a report documenting efforts that were made and the reasons such a meeting was not held.**

## **CONDITIONAL ZONING DISTRICT APPLICATION**

Planning and Zoning Department

30 South Main Street, P.O. Box 338, Weaverville, NC 28787

(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

**\$350.00 Application Fee**



**At the discretion of the Town Council, it may be required of the property owner to guarantee performance or completion of conditions included in the Conditional Zoning Plan. Such guarantee may take the form of: (1) a surety performance bond made by a company licensed and authorized in North Carolina, (2) a bond of a developer with an assignment to the Town of a certificate of deposit, (3) a bond of developer secured by an official bank check drawn in favor of the Town and deposited with the Town Clerk, (4) cash or an irrevocable letter of credit, (5) a bank escrow account whereby the developer deposits cash, a note, or a bond with a federally insured financial institution into an account payable to the Town. The amount of the guarantee shall be determined by Town Council.**



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Site Plans**

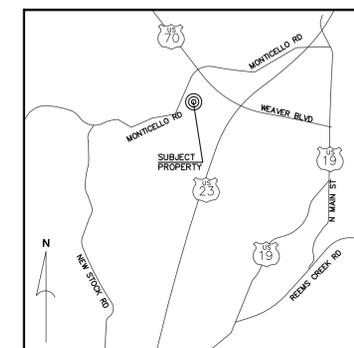
# WEAVERVILLE TOWNHOMES

TOWN OF WEAVERVILLE, BUNCOMBE COUNTY, NORTH CAROLINA

PREPARED FOR:  
 NORTHRIDGE COMMONS DEVELOPERS, LLC  
 P.O. BOX 1157  
 ARDEN, NORTH CAROLINA 28704  
 KEN JACKSON  
 (828)684-8800

### INDEX OF SHEETS

Sheet No.	Title
C000	COVER SHEET
C101	SURVEY (BY OTHERS)
C201	EXISTING CONDITIONS AND DEMOLITION PLAN
C301	SITE PLAN
C300	OVERALL GRADING PLAN
C301	ROUGH GRADING PLAN
C302	ROAD PROFILES
C501	STORM DRAINAGE PLAN
C601	WATER PLAN
C602	WATER PROFILES
C701	SEWER PLAN
C702	SEWER PROFILES
C921	SITE DETAILS
C931	EROSION CONTROL DETAILS
C951	STORM WATER DETAILS
C952	STORM BMP DETAILS
C953	STORM BMP DETAILS
C961	WATER DETAILS
C971	SEWER DETAILS
C972	SEWER DETAILS
L101	LANDSCAPE COMPLIANCE PLAN



VICINITY MAP

(NOT TO SCALE)



Know what's below.  
Call before you dig.

#### DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHRIDGE COMMONS DEVELOPERS, LLC  
 P.O. BOX 1157  
 ARDEN, NORTH CAROLINA 28704  
 CONTACT: KEN JACKSON  
 (828)684-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.  
 168 PATTON AVENUE  
 ASHEVILLE, NORTH CAROLINA 28801  
 CONTACT: WARREN SUCC, P.E.  
 (828) 252-5388



NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR
2.	05/01/2018	BC SW SUBMITTAL	LWR
3.	05/02/2018	MSD SUBMITTAL	LWR



COVER FOR:  
**WEAVERVILLE TOWNHOMES**  
 NORTHRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

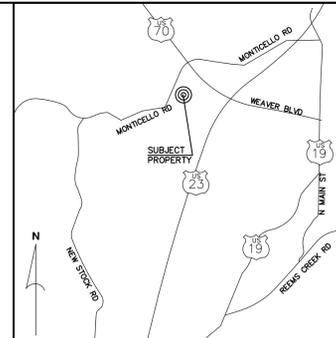
DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

SHEET  
**C000**



**NOTES**

1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
2. CONTRACTOR TO VERIFY WITH ENGINEER THAT THE REQUIRED GRADING/LAND DISTURBANCE AND DRIVEWAY PERMITS HAVE BEEN OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATION FOR ALL UTILITIES PRIOR TO CONSTRUCTION; AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES SHOWN ON THE PLANS HAVE BEEN APPROXIMATED. ALL BURIED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES CALLED OUT TO REMAIN DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE CONSTRUCTION ACTIVITY IS TO BEGIN. THE CONTRACTOR SHALL NOTIFY ULOCO AT 1-800-632-4949 OR 811, 72 HOURS BEFORE CONSTRUCTION BEGINS.
7. EROSION CONTROL IS FIELD PERFORMANCE BASED AND CONTRACTOR SHALL INSTALL AND MAINTAIN ANY EROSION CONTROL MEASURES NECESSARY TO ASSURE MAXIMUM PROTECTION OF THE SITE DURING DEMOLITION AND CLEARING.
8. CONTRACTOR TO COORDINATE TIMING OF DEMOLITION AND CONSTRUCTION WITH OWNER TO ENSURE EXISTING FACILITIES REMAIN ACCESSIBLE.
9. ALL DEBRIS, STRUCTURES AND UTILITIES TO BE DEMOLISHED AND REMOVED FROM THE PROJECT SITE ARE NOT SHOWN ON THIS PLAN. ANY ADDITIONAL DEBRIS, STRUCTURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHICH IN THE OPINION OF THE ENGINEER SHOULD BE DEMOLISHED AND REMOVED, SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS.



168 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385



LWR	LUR	BY	DATE	DESCRIPTION
1.	04/02/2018			CZD APPLICATION SUBMITTAL
2.	05/01/2018			BC SW SUBMITTAL



EXISTING CONDITIONS AND DEMOLITION PLAN FOR:  
**WEAVERVILLE TOWNHOMES**  
NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

SHEET  
**C101**

**DEVELOPMENT DATA**

OWNER/DEVELOPER: NORTHTRIDGE COMMONS DEVELOPERS, LLC  
P.O. BOX 1157  
ARDEN, NORTH CAROLINA 28704  
CONTACT: KEN JACKSON (828)684-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.  
168 PATTON AVENUE  
ASHEVILLE, NORTH CAROLINA 28801  
CONTACT: WARREN SUGG, P.E. (828) 252-5388

SURVEYOR: ED HOMES & ASSOCIATES  
200 RIDGEFIELD COURT, SUITE 215  
ASHEVILLE, NC 28806  
CONTACT: PHILLIP B. WHITE, PLS (828)225-6562

**PROJECT DATA**

PIN: 9732-79-2660; 9733-70-0050; 9733-70-0398  
ADDRESS: 152 MONTICELLO ROAD,  
4 & 20 GILL BRANCH ROAD  
DEED BOOK/PAGE: 55/160; 108/145; 126/173  
SITE ACREAGE: 8.42 ACRES  
ZONING: R-12

SETBACKS:  
FRONT: 40'  
SIDES: 25'  
REAR: 25'

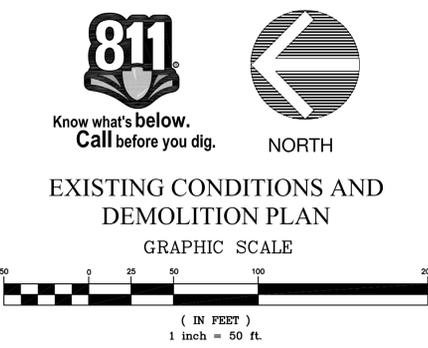
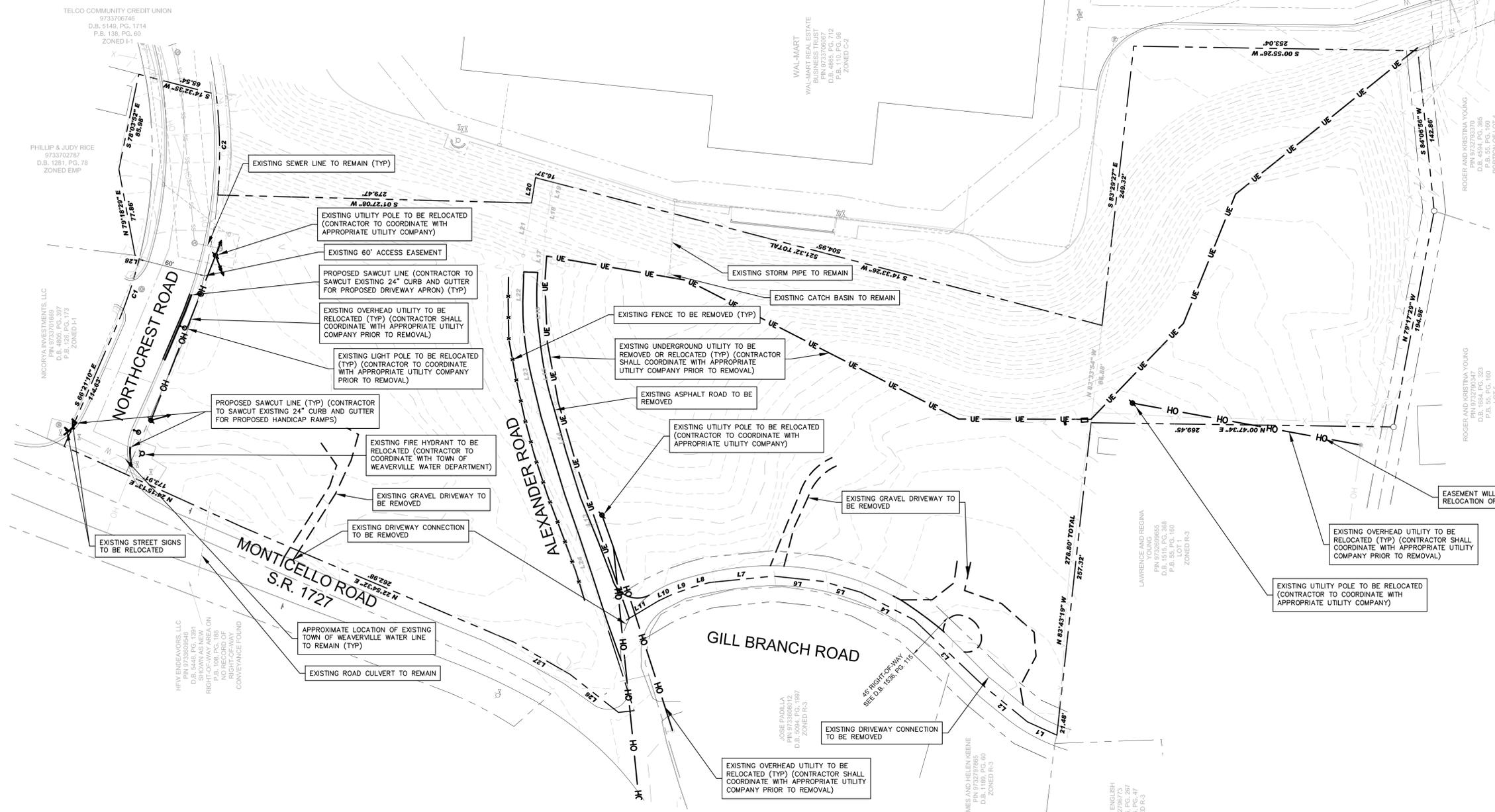
DISTURBED AREA: 5.7 AC

VEHICULAR:  
REQUIRED SPACES: 2 SPACES PER DWELLING UNIT  
SPACES REQUIRED: 106  
SPACES PROVIDED: 143

**BUILDING DATA:**

BUILDING	DESCRIPTION	HEIGHT	GFA	UNITS
A	2 STORY WOOD	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,087 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET L101 LANDSCAPE PLAN

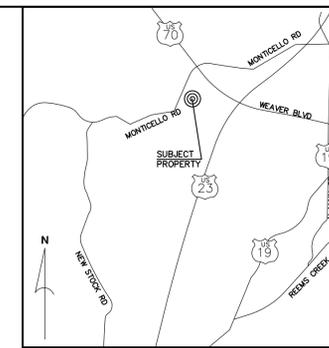


**EXISTING CONDITIONS AND DEMOLITION PLAN**  
GRAPHIC SCALE

**NOTES**

1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
2. SINGLE PHASE CONSTRUCTION.
3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATION FOR ALL UTILITIES PRIOR TO CONSTRUCTION; AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES SHOWN ON THE PLANS HAVE BEEN APPROXIMATED. ALL BURIED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOWN TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
6. PROPOSED ROADS TO BE PRIVATE.
7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT OF THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018; AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.

Lot #	Lot Sq.Ft.	Acres	Lot #	Lot Sq.Ft.	Acres	Lot #	Lot Sq.Ft.	Acres
1	1,457	0.033	20	1,587	0.036	39	1,764	0.040
2	1,460	0.034	21	1,584	0.036	40	1,622	0.037
3	1,460	0.034	22	1,584	0.036	41	1,587	0.036
4	1,460	0.034	23	1,587	0.036	42	1,587	0.036
5	1,458	0.033	24	1,587	0.036	43	1,584	0.036
6	1,458	0.033	25	1,584	0.036	44	1,481	0.034
7	1,460	0.034	26	1,668	0.038	45	1,500	0.034
8	1,460	0.034	27	1,615	0.037	46	1,500	0.034
9	1,458	0.033	28	1,673	0.038	47	1,498	0.034
10	1,512	0.035	29	1,850	0.042	48	1,609	0.037
11	1,467	0.034	30	1,554	0.036	49	1,587	0.036
12	1,470	0.034	31	1,653	0.038	50	1,585	0.036
13	1,522	0.035	32	1,691	0.039	51	1,584	0.036
14	1,458	0.033	33	1,667	0.038	52	1,587	0.036
15	1,460	0.034	34	1,584	0.036	53	1,584	0.036
16	1,460	0.034	35	1,587	0.036	OPEN SPACE	213,457	4.900
17	1,458	0.033	36	1,587	0.036			
18	1,584	0.036	37	1,587	0.036			
19	1,587	0.036	38	1,585	0.036			



**VICINITY MAP**  
(NOT TO SCALE)

**DEVELOPMENT DATA**

**OWNER/DEVELOPER:** NORTHTRIDGE COMMONS DEVELOPERS, LLC  
P.O. BOX 1157  
ARDEN, NORTH CAROLINA 28704  
**CONTACT:** KEN JACKSON  
(828)684-8800

**CIVIL ENGINEER:** CIVIL DESIGN CONCEPTS, P.A.  
158 PATTON AVENUE  
ASHEVILLE, NORTH CAROLINA 28801  
**CONTACT:** PHILLIP B. WHITE, P.E.  
(828) 252-5388

**SURVEYOR:** ED HOMES & ASSOCIATES  
200 RIDGEFIELD COURT, SUITE 215  
ASHEVILLE, NC 28806  
**CONTACT:** PHILLIP B. WHITE, PLS  
(828)225-6562

**PROJECT DATA**

**PIN:** 9732-79-2660; 9733-70-0050; 9733-70-0398  
**ADDRESS:** 152 MONTICELLO ROAD,  
4 & 20 GILL BRANCH ROAD  
**DEED BOOK/PAGE:** 55/160; 108/145; 126/173  
**SITE ACREAGE:** 8.42 ACRES  
**ZONING:** R-12

**SETBACKS:**  
FRONT: 40'  
SIDES: 25'  
REAR: 25'

**DISTURBED AREA:** 5.7 AC

**VEHICULAR:**  
**REQUIRED SPACES:** 2 SPACES PER DWELLING UNIT  
**SPACES REQUIRED:** 106  
**SPACES PROVIDED:** 143

**BUILDING DATA:**  
NUMBER OF LOTS: 53  
DENSITY: 6.29 UNITS/ACRE  
BUILDING DESCRIPTION HEIGHT GEA UNITS  
A 2 STORY WOOD ±30' 2,451 SF 3  
B 2 STORY WOOD ±30' 3,268 SF 4  
C 2 STORY WOOD ±30' 4,087 SF 5

**LANDSCAPE REQUIREMENTS:** SEE SHEET L101 LANDSCAPE PLAN

**LEGEND**

- LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT
- REMOVE & REPLACE

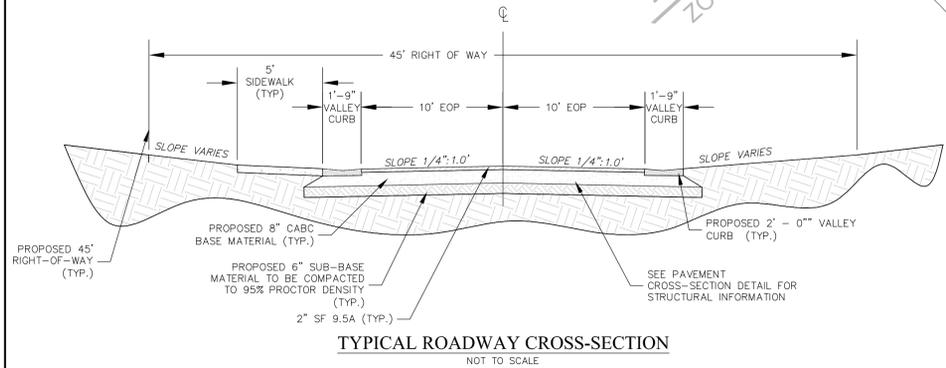
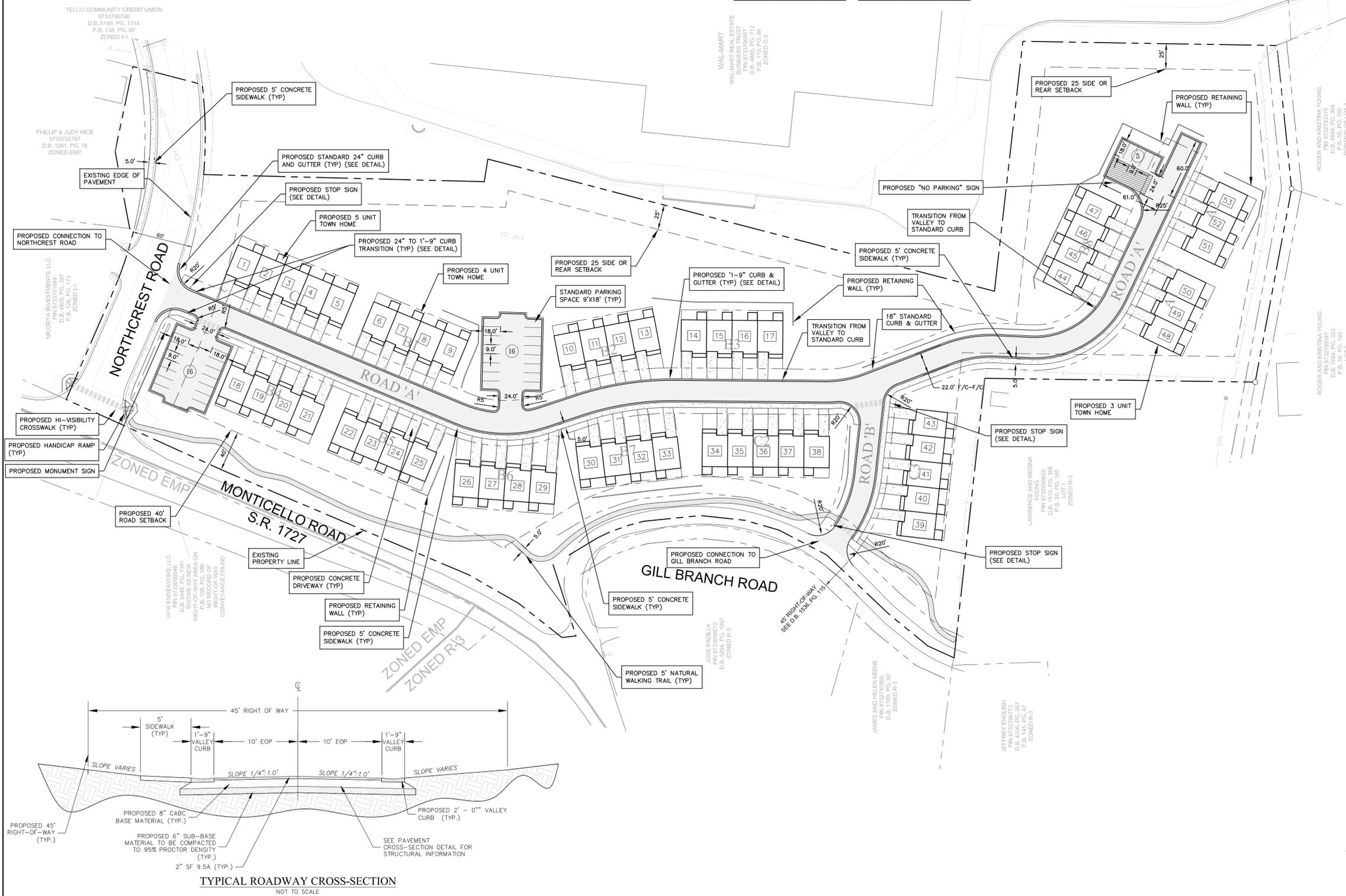
**811**  
Know what's below.  
Call before you dig.

**NORTH**

**SITE PLAN**

**GRAPHIC SCALE**

0 25 50 100 200  
( IN FEET )  
1 inch = 50 ft.



**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com

168 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
WAYNESVILLE, NC 28786  
PHONE (828) 252-5388  
FAX (828) 452-5455

NCBELS LICENSE # C-2184

LWR BY DATE DESCRIPTION

1.	04/02/2018	CZD APPLICATION SUBMITTAL
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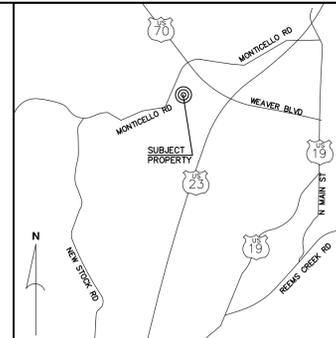
**WEAVERVILLE TOWNHOMES**

NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

SITE PLAN FOR:

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

SHEET  
**C201**



VICINITY MAP  
(NOT TO SCALE)

DEVELOPMENT DATA				
OWNER/DEVELOPER:	NORTHTRIDGE COMMONS DEVELOPERS, LLC P.O. BOX 1157 ARDEN, NORTH CAROLINA 28704 KEN JACKSON (828)684-8800			
CONTACT:				
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 158 PATTON AVENUE ASHEVILLE, NORTH CAROLINA 28801 WARREN SUGG, P.E. (828) 252-5388			
CONTACT:				
SURVEYOR:	ED HOMES & ASSOCIATES 200 RIDGEFIELD COURT, SUITE 215 ASHEVILLE, NC 28806 PHILLIP B. WHITE, PLS (828)225-6562			
CONTACT:				
PROJECT DATA				
PIN:	9732-79-2660; 9733-70-0050; 9733-70-0398			
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DEED BOOK/PAGE:	55/160; 108/145; 126/173			
SITE ACREAGE:	8.42 ACRES			
ZONING:	R-12			
SETBACKS:				
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SIDES:	25'			
REAR:	25'			
DISTURBED AREA:	5.7 AC			
VEHICULAR:				
REQUIRED SPACES:	2 SPACES PER DWELLING UNIT			
SPACES REQUIRED:	106			
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C	2 STORY WOOD	±30'	4,087 SF	5
LANDSCAPE REQUIREMENTS:		SEE SHEET L101 LANDSCAPE PLAN		

158 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5388

52 WALNUT STREET - SUITE 9  
WAYNESVILLE, NC 28786  
PHONE (828) 252-4400  
FAX (828) 452-5455

**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com  
NCBELS LICENSE # C-2184

LWR	LUR	BY	DATE	DESCRIPTION
04/02/2018				CZD APPLICATION SUBMITTAL
05/01/2018				BC SW SUBMITTAL
1.				
2.				



- NOTES**
- ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
  - SINGLE PHASE CONSTRUCTION.
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  - NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
  - THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
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**811**  
Know what's below.  
Call before you dig.

**NORTH**

**OVERALL GRADING PLAN**

GRAPHIC SCALE  
100 0 50 100 200 400  
( IN FEET )  
1 inch = 100 ft.

OVERALL GRADING PLAN FOR:

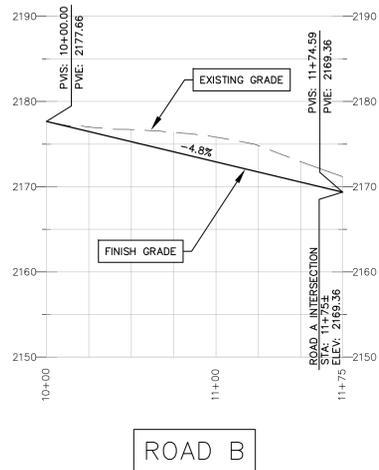
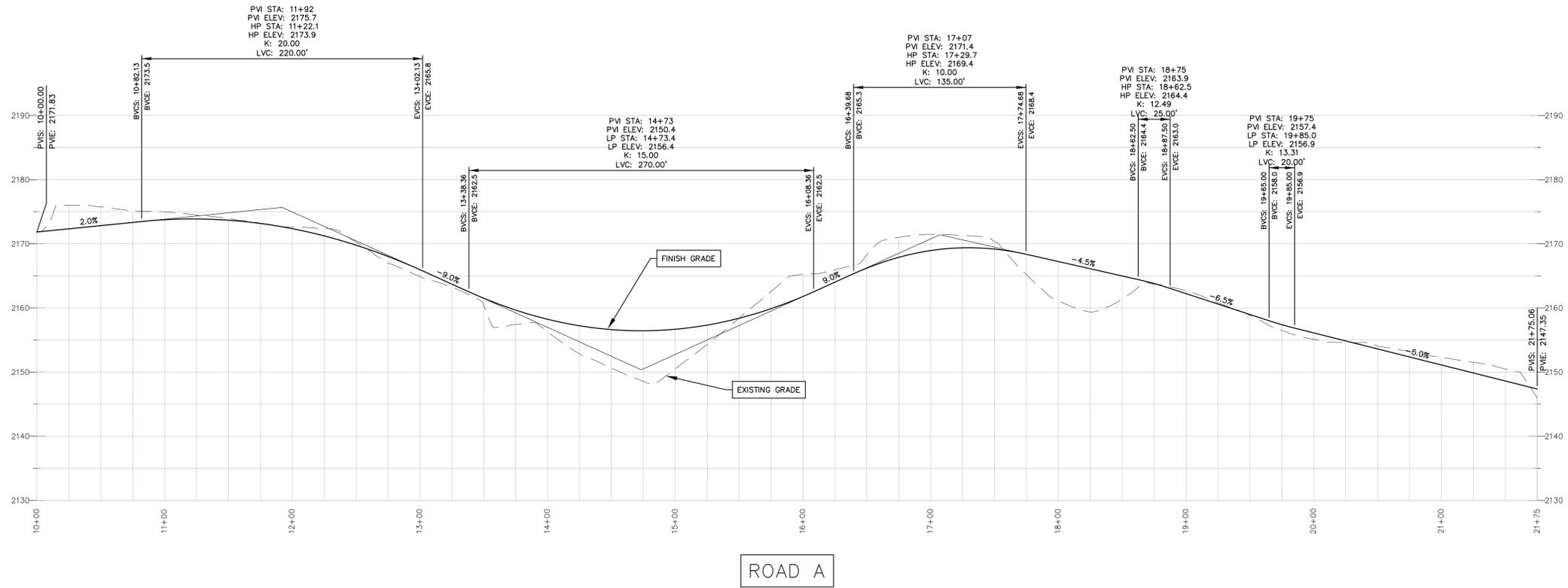
**WEAVERVILLE TOWNHOMES**

NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

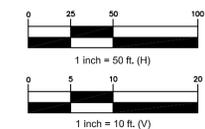
SHEET  
**C300**





Know what's below.  
Call before you dig.

**ROAD PROFILES**



**CDC** Civil Design Concepts, PA  
 160 DARTON AVENUE  
 ASHVILLE, NC 28801  
 PHONE (828) 252-5880  
 FAX (828) 252-5885

52 WALNUT STREET - SUITE 9  
 WAYNESVILLE, NC 27884  
 PHONE (828) 252-5880  
 FAX (828) 452-5885

NCELS LICENSE # C-2184  
 www.civildesignconcepts.com

NO.	DATE	DESCRIPTION	BY



ROAD PROFILES FOR:  
**WEAVERVILLE TOWNHOMES**  
 NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RFW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

SHEET  
**C302**

**NOTES**

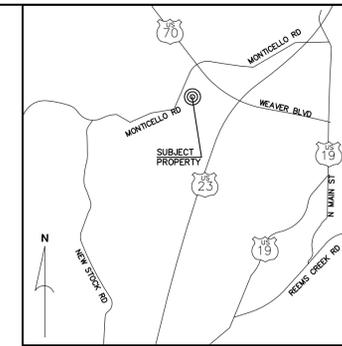
- SEE GRADING, EROSION CONTROL, AND STORM DRAINAGE DETAIL SHEETS FOR ALL GENERAL NOTES. CONTRACTOR RESPONSIBLE FOR INCLUSION OF DETAILS SHEETS WITH ALL PLANS.
- NO PORTION OF THIS PROJECT LIES WITHIN THE 100-YR FEMA FLOODPLAIN PANEL 3700973200J & 3700973300J.
- SOIL TYPE B & C.
- RETAINING WALLS:
  - ALL RETAINING WALL ELEVATIONS SHOWN ARE FROM TOP OF WALL TO FINISH GRADE ELEVATION. CONTRACTOR TO ACCOUNT FOR FOOTER/COVER OVER FOOTER. REFER TO WALL DESIGN FOR FOOTER DESIGN. WALL DESIGN TO ALSO ACCOMMODATE STORM PIPE PENETRATIONS PER PLANS.
  - WALL DESIGN TO INCLUDE FOOTING DRAIN AND MINIMUM WIDTH OF 12" OF #57 WASHED STONE BEHIND WALL FROM BOTTOM TO TOP OF WALL.
  - ALL RETAINING WALLS PROVIDING A CHANGE OF GRADE OF 30" OR MORE SHALL BE PROTECTED WITH A GUARDRAIL. THE GUARDRAIL SHALL BE 42" MINIMUM IN HEIGHT, AND PREVENT THE PASSAGE OF A 21" SPHERE UNLESS ADJACENT TO A WALKING SURFACE. COORDINATE BARRIER STYLE AND COLOR WITH ARCHITECT AND ENGINEER. SEE SITE PLAN FOR APPROXIMATE LOCATION OF FENCING/BARRIERS.
  - CONTRACTOR TO SUBMIT TO OWNER AND ENGINEER FOR REVIEW PRIOR TO ORDERING MATERIALS. CONTRACTOR TO COORDINATE WALL STYLE AND COLOR WITH ARCHITECT AND ENGINEER.
  - CONTRACTOR RESPONSIBLE FOR OBTAINING BUILDING PERMIT FOR ALL RETAINING WALLS PRIOR TO ORDERING MATERIALS OR CONSTRUCTION. CONTRACTOR RESPONSIBLE FOR CONSTRUCTING RETAINING WALLS IN ACCORDANCE WITH ALL WALL MANUFACTURERS STANDARDS AND SPECIFICATIONS.
  - ALL RETAINING WALLS 4' OR GREATER TO BE SUBMITTED TO BUNCOMBE COUNTY BUILDING SAFETY DIVISION FOR REVIEW AND APPROVAL AND CERTIFIED BY THE WALL ENGINEER UPON COMPLETION. RETAINING WALLS SUBJECT TO ADDITIONAL LANDSCAPING DEPENDING ON HEIGHT AND MATERIAL.

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
A2	10+15	RIM 2155.1 INV. IN 2147.0 (A3-A2) INV. OUT 2147.0 (A2-A1)	8.1'±	CATCH BASIN
A3	10+78	RIM 2158.3 INV. IN 2149.4 (A4-A3) INV. IN 2149.4 (C1-A3) INV. OUT 2149.4 (A3-A2)	8.9'±	CATCH BASIN
A4	11+00	RIM 2159.3 INV. IN 2152.5 (A5-A4) INV. IN 2152.5 (B1-A4) INV. OUT 2152.5 (A4-A3)	6.8'±	CATCH BASIN
A5	11+24	RIM 2160.4 INV. IN 2155.9 (A6-A5) INV. OUT 2155.9 (A5-A4)	4.5'±	CATCH BASIN
A6	12+08	RIM 2168.8 INV. IN 2162.1 (A7-A6) INV. IN 2162.1 (D1-A6) INV. OUT 2162.1 (A6-A5)	6.7'±	CATCH BASIN
A7	14+41	RIM 2172.3 INV. IN 2165.6 (A8-A7) INV. OUT 2165.6 (A7-A6)	6.7'±	CATCH BASIN
A8	14+62	RIM 2172.3 INV. IN 2166.0 (A8-A7) INV. OUT 2166.0 (A7-A6)	6.3'±	CATCH BASIN

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
A9	14+82	RIM 2172.3 INV. IN 2168.3 (A10-A9) INV. OUT 2168.3 (A9-A8)	4.0'±	CATCH BASIN
A10	15+40	RIM 2172.4 INV. OUT 2168.9 (A10-A9)	3.5'±	CATCH BASIN
B1	0+31	RIM 2159.5 INV. OUT 2153.2 (B1-A4)	6.3'±	CATCH BASIN
C1	10+74	RIM 2156.2 INV. IN 2149.8 (C2-C1) INV. IN 2149.8 (E1-C1) INV. OUT 2149.8 (C1-A5)	6.4'±	CATCH BASIN
C2	11+30	RIM 2157.8 INV. IN 2153.8 (C3-C2) INV. OUT 2153.8 (C2-C1)	4.0'±	DROP INLET
C3	12+49	RIM 2165.6 INV. IN 2159.0 (C4-C3) INV. OUT 2159.0 (C3-C2)	6.6'±	CATCH BASIN
C4	12+70	RIM 2165.6 INV. OUT 2159.3 (C4-C3)	6.3'±	CATCH BASIN

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
D1	10+21	RIM 2168.6 INV. OUT 2162.2 (D1-A6)	6.4'±	CATCH BASIN
E1	10+22	RIM 2156.3 INV. OUT 2150.0 (E1-C1)	6.3'±	DOUBLE CATCH BASIN
G2	10+13	RIM 2150.1 INV. IN 2142.1 (G3-G2) INV. IN 2142.1 (H1-G2) INV. OUT 2142.1 (G2-G1)	8.0'±	JUNCTION BOX
G3	11+44	RIM 2157.4 INV. IN 2152.8 (G4-G3) INV. IN 2152.8 (I1-G3) INV. OUT 2152.8 (G3-G2)	4.6'±	CATCH BASIN
G4	12+22	RIM 2162.2 INV. IN 2158.7 (G5-G4) INV. IN 2158.7 (J1-G4) INV. OUT 2158.7 (G4-G3)	3.5'±	CATCH BASIN
G5	13+25	RIM 2167.8 INV. IN 2163.8 (G6-G5) INV. OUT 2163.8 (G5-G4)	4.0'±	CATCH BASIN
G6	13+82	RIM 2170.4 INV. IN 2166.9 (G7-G6) INV. OUT 2166.9 (G6-G5)	3.5'±	CATCH BASIN

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
G7	14+09	RIM 2171.3 INV. OUT 2167.8 (G7-G6)	3.5'±	CATCH BASIN
H1	10+35	RIM 2150.1 INV. IN 2143.2 (H2-H1) INV. OUT 2143.2 (H1-G2)	6.9'±	CATCH BASIN
H2	10+65	RIM 2147.2 INV. IN 2143.5 (H3-H2) INV. OUT 2143.5 (H2-H1)	3.7'±	CATCH BASIN
H3	10+86	RIM 2147.3 INV. OUT 2143.8 (H3-H2)	3.5'±	CATCH BASIN
I1	10+21	RIM 2157.2 INV. OUT 2153.7 (I1-G3)	3.5'±	CATCH BASIN
J1	10+26	RIM 2163.3 INV. OUT 2159.0 (J1-G4)	3.5'±	CATCH BASIN



VICINITY MAP  
(NOT TO SCALE)

**DEVELOPMENT DATA**

**OWNER/DEVELOPER:** NORTHTRIDGE COMMONS DEVELOPERS, LLC  
P.O. BOX 1157  
ARDEN, NORTH CAROLINA 28704  
KEN JACKSON  
(828)684-8800

**CIVIL ENGINEER:** CIVIL DESIGN CONCEPTS, P.A.  
158 PATTON AVENUE  
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WARREN SUGG, P.E.  
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4 & 20 GILL BRANCH ROAD

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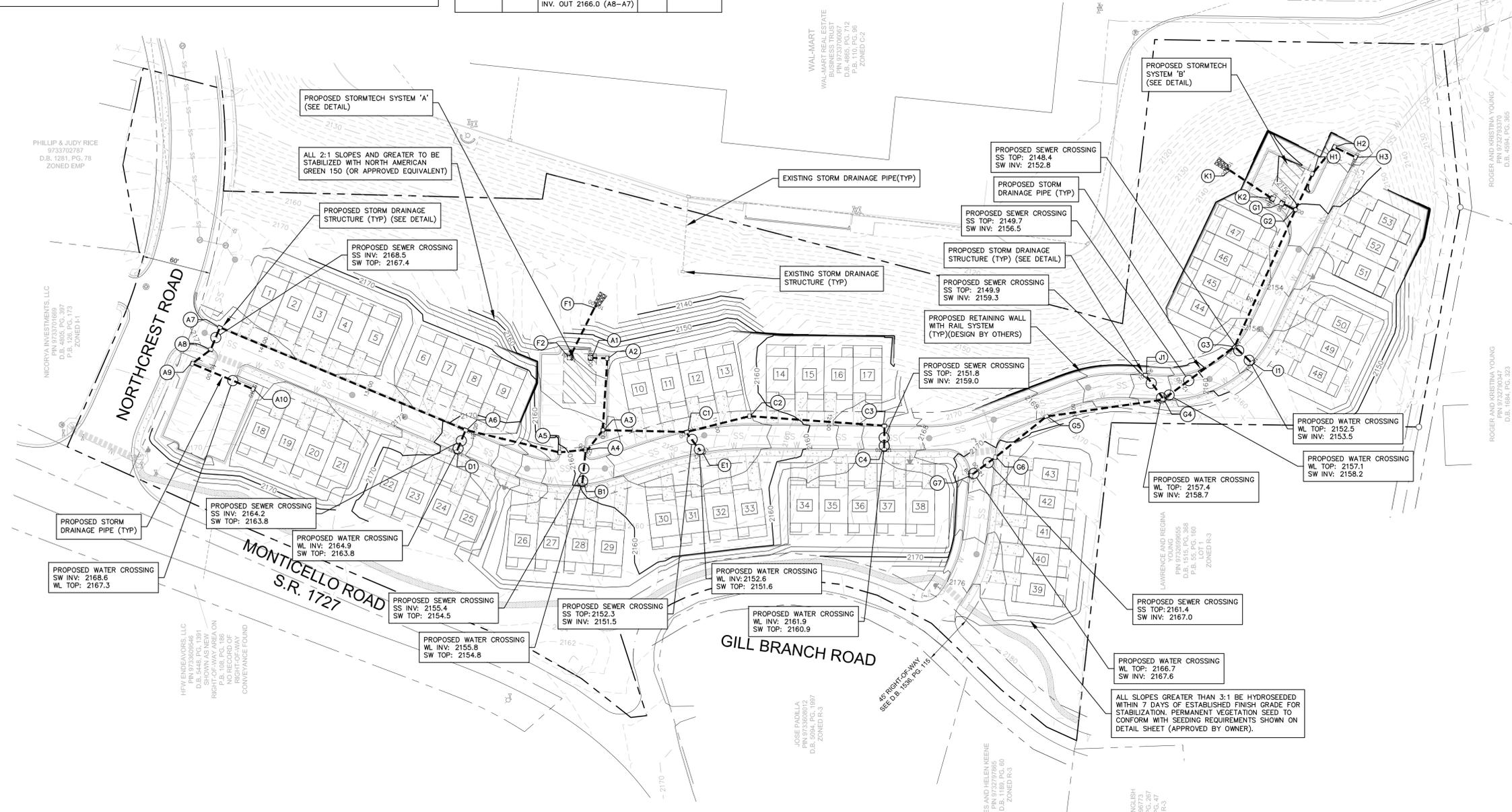
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DENSITY:	6.29 UNITS/ACRE			
BUILDING	DESCRIPTION	HEIGHT	GEA	UNITS
A	2 STORY WOOD	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,087 SF	5

**LANDSCAPE REQUIREMENTS:** SEE SHEET L101 LANDSCAPE PLAN

**LEGEND**

- STORM DRAINAGE PIPE
- EXISTING CONTOURS
- PROPOSED CONTOURS



INLET/OUTLET TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)			
STRUCTURE	STATION	STRUCTURE DETAILS	DESCRIPTION
A1	10+00	INV. IN 2145.7 (A2-A1)	INLET CONTROL STRUCTURE
F1	10+03	INV. IN 2144.0 (F2-F1)	FES
F2	10+51	INV. OUT 2144.6 (F2-F1)	OUTLET CONTROL STRUCTURE
G1	10+00	INV. IN 2140.4 (G2-G1)	INLET CONTROL STRUCTURE
K1	10+03	INV. IN 2138.0 (K2-K1)	FES
K2	10+48	INV. OUT 2139.4 (K2-K1)	OUTLET CONTROL STRUCTURE

PIPE TABLE (SLOPES BASED ON 2D LENGTH TO INSIDE EDGES)				
PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL
A2-A1	18"	12'	11.1%	HDPE
A3-A2	18"	59'	4.1%	HDPE
A4-A3	18"	20'	15.2%	HDPE
A5-A4	18"	20'	16.9%	HDPE
A6-A5	18"	82'	7.6%	HDPE
A7-A6	18"	231'	1.5%	HDPE
A8-A7	18"	18'	2.2%	HDPE
A9-A8	18"	17'	13.7%	HDPE
A10-A9	18"	55'	1.1%	HDPE
B1-A4	18"	28'	2.5%	HDPE

PIPE TABLE (SLOPES BASED ON 2D LENGTH TO INSIDE EDGES)				
PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL
C1-A3	18"	71'	0.6%	HDPE
C2-C1	18"	54'	7.4%	HDPE
C3-C2	18"	116'	4.5%	HDPE
C4-C3	18"	18'	1.7%	HDPE
D1-A6	18"	18'	0.6%	HDPE
E1-C1	18"	18'	1.1%	HDPE
F2-F1	18"	47'	1.5%	HDPE
G2-G1	18"	10'	17.0%	HDPE
G3-G2	18"	128'	8.4%	HDPE
G4-G3	18"	76'	7.8%	HDPE

PIPE TABLE (SLOPES BASED ON 2D LENGTH TO INSIDE EDGES)				
PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL
G5-G4	18"	101'	5.1%	HDPE
G6-G5	18"	54'	5.7%	HDPE
G7-G6	18"	24'	3.8%	HDPE
H1-G2	18"	32'	3.4%	HDPE
H2-H1	18"	28'	1.1%	HDPE
H3-H2	18"	18'	1.7%	HDPE
I1-G3	18"	18'	5.0%	HDPE
J1-G4	18"	23'	4.7%	HDPE
K2-K1	18"	43'	3.2%	HDPE

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

**NORTH**

**STORM DRAINAGE PLAN**

GRAPHIC SCALE  
0 25 50 100 200  
( IN FEET )  
1 inch = 50 ft.

**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com

168 DARTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
WAYNESVILLE, NC 28786  
PHONE (828) 252-5388  
FAX (828) 252-5385

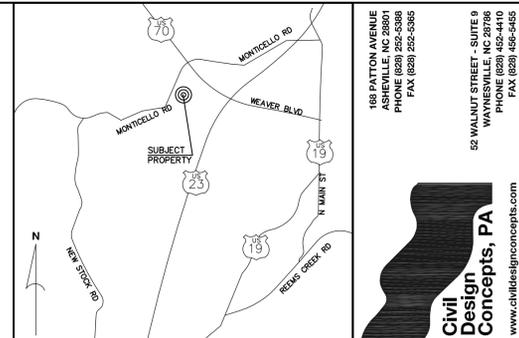
NCBLS LICENSE # C-2184

LWR	LRP	BY	DESCRIPTION	DATE
1.	04/02/2018		C2D APPLICATION SUBMITTAL	
2.	05/01/2018		BC SW SUBMITTAL	

STORM DRAINAGE PLAN FOR: **WEAVERVILLE TOWNHOMES**

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

**C501**



VICINITY MAP  
(NOT TO SCALE)

**DEVELOPMENT DATA**

OWNER/DEVELOPER: NORTHTRIDGE COMMONS DEVELOPERS, LLC  
P.O. BOX 1157  
ARDEN, NORTH CAROLINA 28704  
KEN JACKSON  
(828)684-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.  
152 MONTICELLO ROAD,  
ASHEVILLE, NORTH CAROLINA 28801  
PHILLIP B. WHITE, PLS  
(828)252-5388

SURVEYOR: ED HOMES & ASSOCIATES  
200 RIDGEFIELD COURT, SUITE 215  
ASHEVILLE, NC 28806  
PHILLIP B. WHITE, PLS  
(828)225-6562

**PROJECT DATA**

PIN: 9732-79-2660; 9733-70-0050; 9733-70-0398  
ADDRESS: 152 MONTICELLO ROAD,  
4 & 20 GILL BRANCH ROAD  
DEED BOOK/PAGE: 55/160; 108/145; 126/173  
SITE ACREAGE: 8.42 ACRES  
ZONING: R-12

SETBACKS:  
FRONT: 40'  
SIDES: 25'  
REAR: 25'

DISTURBED AREA: 5.7 AC

VEHICULAR:  
REQUIRED SPACES: 2 SPACES PER DWELLING UNIT  
SPACES REQUIRED: 106  
SPACES PROVIDED: 143

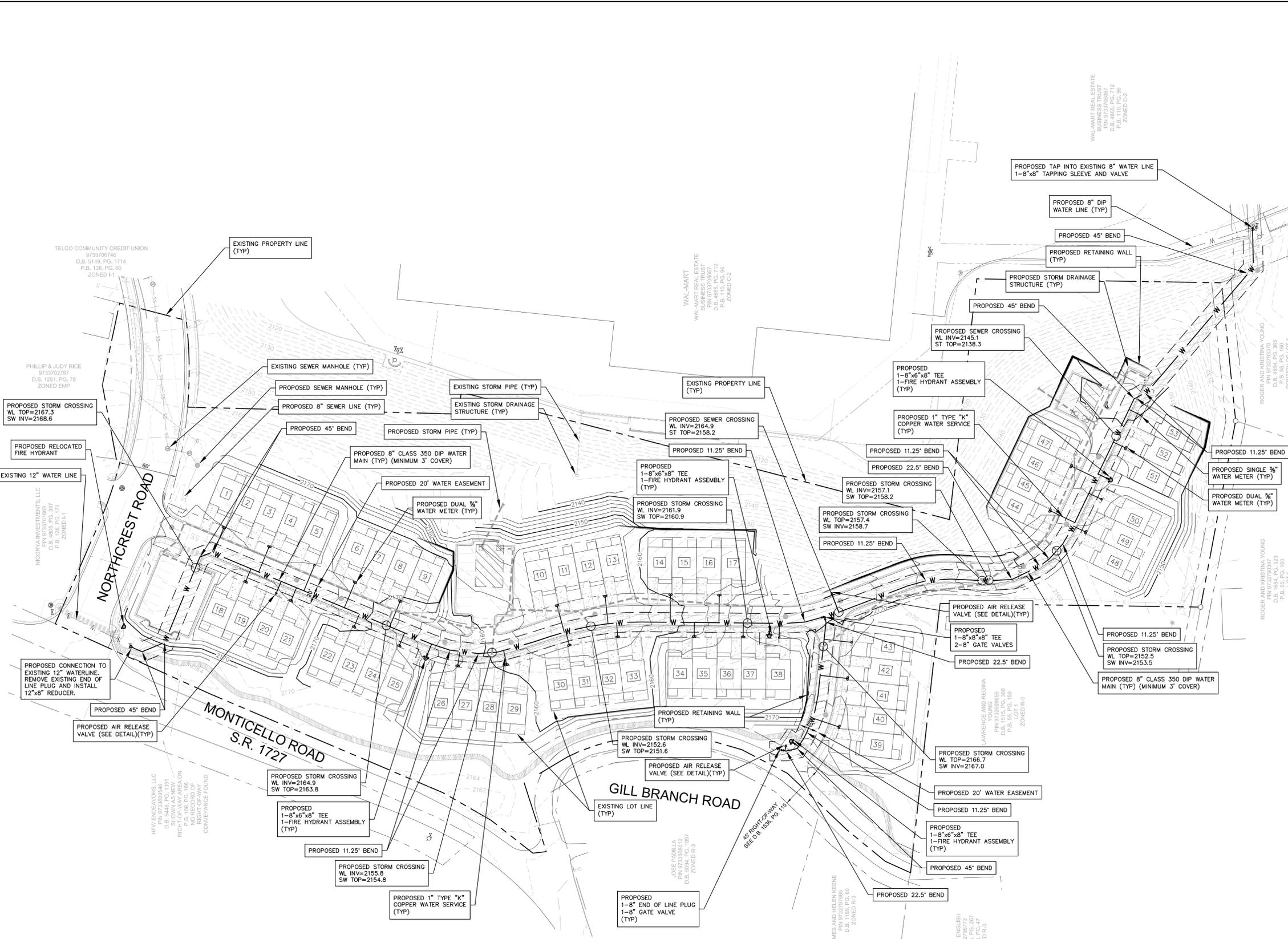
**BUILDING DATA:**

BUILDING	DESCRIPTION	HEIGHT	GEA	UNITS
A	2 STORY WOOD	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,087 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET L101 LANDSCAPE PLAN

**WATER LEGEND**

EXISTING WATERLINE	— W —
EXISTING WATER METER	⊙
EXISTING FIRE HYDRANT	⊙
PROPOSED WATER LINE	— W —
PROPOSED WATER SERVICE	— W —
PROPOSED WATER METER	⊙
PROPOSED FIRE HYDRANT	⊙
PROPOSED GATE VALVE	⊙
PROPOSED AIR RELEASE VALVE	⊙



- NOTES**
- SEE WATER DETAIL SHEETS FOR ALL GENERAL WATER NOTES. CONTRACTOR RESPONSIBLE FOR INCLUSION OF DETAILS SHEETS WITH ALL WATER PLANS.
  - WATER METERS ARE TO BE PLACED MAXIMUM OF 5' OFF EDGE OF PAVEMENT/SIDEWALK. WHEN A UTILITY STRIP IS PRESENT, METERS SHALL BE INSTALLED WITHIN STRIP. WHEN SIDEWALK IS CONSTRUCTED AND NO STRIP IS AVAILABLE, SERVICE LINES CROSSING SIDEWALK SHALL BE CONSTRUCTED WITH PVC SLEEVE EXTENDING 6" ON EITHER SIDE OF SIDEWALK PER TOWN OF WEAVERVILLE STANDARDS AND SPECIFICATIONS.
  - TYPICAL EASEMENTS FOR WATER LINES LOCATED OUTSIDE ESTABLISHED UTILITY EASEMENTS OR ROAD RIGHT-OF-WAYS SHALL BE A 20 FEET. THE ENTIRE WATER EASEMENT MUST BE CLEAR AND REMAINED CLEARED OF TREE PLANTINGS, EXISTING TREES, AND ANY PERMANENT STRUCTURES.

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

**NORTH**

**WATER PLAN**

**GRAPHIC SCALE**

0 25 50 100 150 200  
( IN FEET )  
1 inch = 50 ft.

**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com

168 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
WAYNESVILLE, NC 28786  
PHONE (828) 252-5388  
FAX (828) 252-5385

LWR	CDZ APPLICATION SUBMITTAL	BY	DESCRIPTION	DATE
1.	04/02/2018			

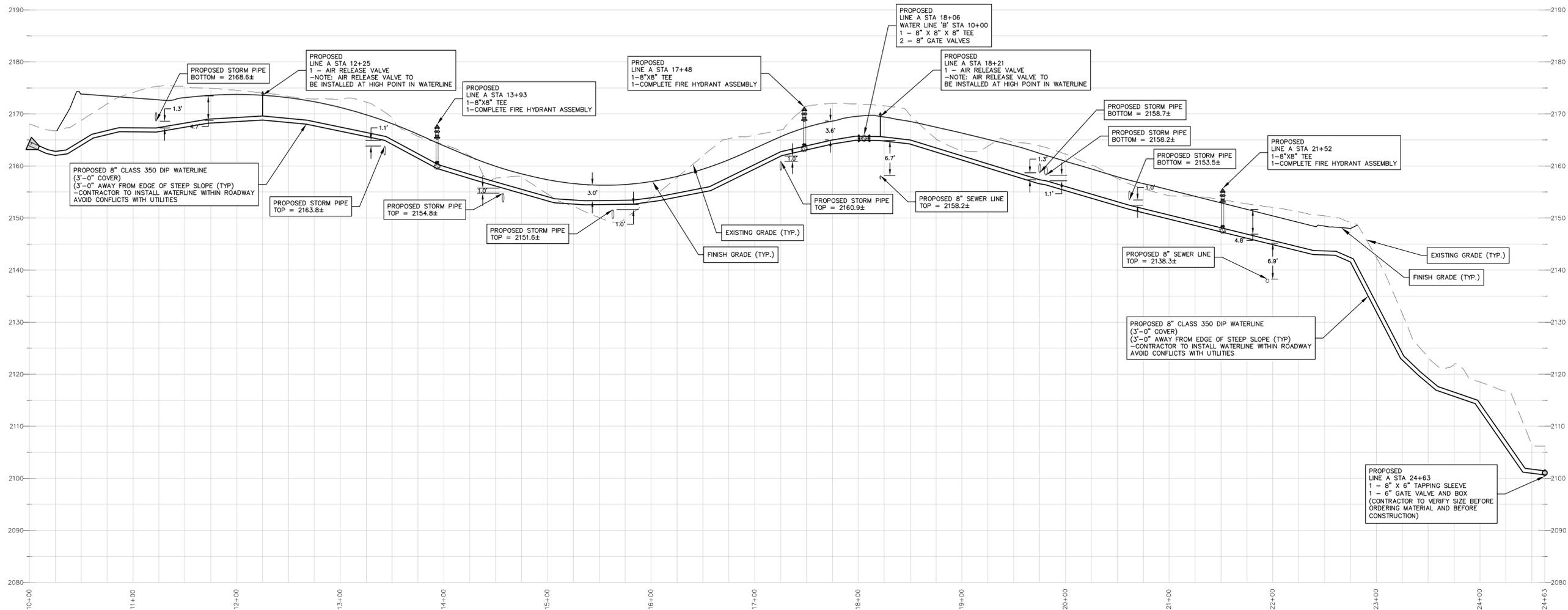
SEWER DRAINAGE PLAN FOR:

**WEAVERVILLE TOWNHOMES**

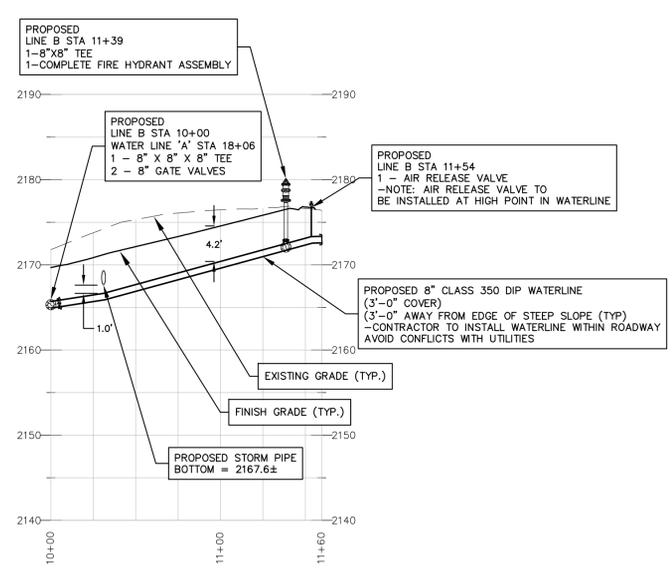
NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

SHEET  
**C601**

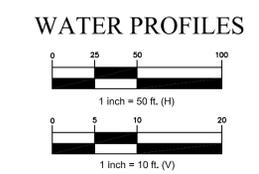


LINE A



LINE B

**NOTE:**  
 THE PIPE LENGTHS, SLOPES, AND INVERTS SHOWN IN THE ABOVE PROFILES ARE BASED ON A 2D LENGTH AND MEASURED FROM INSIDE WALL TO INSIDE WALL OF STRUCTURES. CONTRACTOR SHALL VERIFY ALL INVERTS AND LINE LENGTHS PRIOR TO CONSTRUCTION.



**CDC** Civil Design Concepts, PA  
 www.civildesignconcepts.com  
 160 DARTON AVENUE  
 ASHFORVILLE, NC 28801  
 PHONE (828) 252-5989  
 FAX (828) 252-5985

52 WALNUT STREET - SUITE 9  
 WEAVERVILLE, NC 28086  
 PHONE (828) 252-5400  
 FAX (828) 452-5455

NCBELS LICENSE # C-2184

NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	C2D APPLICATION SUBMITTAL	LWR
2.	05/01/2018	BC SW SUBMITTAL	LWR



**WEAVERVILLE TOWNHOMES**  
 NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

WATER PROFILES FOR:

DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

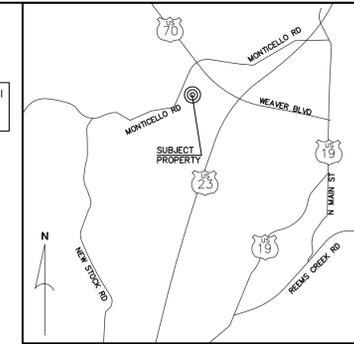
SHEET  
**C602**

- NOTES**
- SEE SEWER DETAIL SHEETS FOR ALL GENERAL SEWER NOTES. CONTRACTOR RESPONSIBLE FOR INCLUSION OF DETAILS SHEETS WITH ALL SEWER PLANS.
  - CROSSINGS TO MAINTAIN MSD REQUIRED VERTICAL SEPARATION. CONTRACTOR TO CONTACT ENGINEER ON ANY CROSSING THAT DOES NOT MEET THIS SEPARATION. OR SEPARATION IS CLOSER THAN 1'. REFER TO GENERAL NOTES ON SEWER DETAIL SHEET FOR SEPARATION REQUIREMENTS BETWEEN UTILITIES.
  - TYPICAL EASEMENTS FOR SEWER LINES LOCATED OUTSIDE ESTABLISHED UTILITY EASEMENTS OR ROAD RIGHT-OF-WAYS SHALL BE AS SHOWN. THE ENTIRE SEWER EASEMENT MUST BE CLEAR AND REMAINED CLEARED OF TREE PLANTINGS, EXISTING TREES, AND ANY PERMANENT STRUCTURES.
  - NO PORTION OF THIS PROJECT LIES WITHIN THE 100-YR FEMA FLOODPLAIN.

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
MH1	10+15	RIM 2174.3 INV. IN 2167.5 (MH2-MH1) INV. OUT 2167.3 (MH1-EX. MH)	7.0'±	PROPOSED MANHOLE
MH2	10+84	RIM 2172.2 INV. IN 2168.4 (MH3-MH2) INV. OUT 2168.2 (MH2-MH1)	4.0'±	PROPOSED MANHOLE
MH3	12+24	RIM 2173.5 INV. OUT 2169.5 (MH3-MH2)	4.0'±	PROPOSED MANHOLE
MH4	10+00	RIM 2108.5 INV. IN 2100.0 (MH5-MH4) INV. OUT 2092.0 (EX. PIPE)	16.5'±	PROPOSED CUT IN DROP MANHOLE
MH5	12+38	RIM 2116.0 INV. IN 2104.6 (MH6-MH5) INV. OUT 2101.6 (MH6-MH5)	14.4'±	PROPOSED DROP MANHOLE
MH6	14+90	RIM 2152.2 INV. IN 2144.4 (MH7-MH6) INV. OUT 2141.4 (MH6-MH5)	10.8'±	PROPOSED DROP MANHOLE
MH7	15+67	RIM 2156.0 INV. IN 2147.0 (MH8-MH7) INV. OUT 2146.8 (MH8-MH7)	9.2'±	PROPOSED MANHOLE
MH8	16+30	RIM 2159.7 INV. IN 2149.9 (MH9-MH8) INV. OUT 2148.7 (MH8-MH7)	11.0'±	PROPOSED MANHOLE
MH9	17+36	RIM 2165.8 INV. IN 2149.7 (MH10-MH9) INV. OUT 2149.5 (MH9-MH8)	16.3'±	PROPOSED MANHOLE
MH10	18+24	RIM 2169.2 INV. IN 2150.4 (MH11-MH10) INV. IN 2150.0 (MH16-MH10) INV. OUT 2150.2 (MH10-MH9)	19.0'±	PROPOSED MANHOLE
MH11	18+82	RIM 2168.3 INV. IN 2150.9 (MH12-MH11) INV. OUT 2150.7 (MH11-MH10)	17.6'±	PROPOSED MANHOLE
MH12	20+80	RIM 2156.4 INV. IN 2152.1 (MH13-MH12) INV. OUT 2151.9 (MH12-MH11)	4.5'±	PROPOSED MANHOLE

STRUCTURE TABLE (INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)				
STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
MH13	21+71	RIM 2158.4 INV. IN 2154.1 (MH14-MH13) INV. OUT 2153.9 (MH13-MH12)	4.5'±	PROPOSED MANHOLE
MH14	22+39	RIM 2163.5 INV. IN 2159.7 (MH15-MH14) INV. OUT 2159.5 (MH14-MH13)	4.0'±	PROPOSED MANHOLE
MH15	23+56	RIM 2171.9 INV. OUT 2167.9 (MH15-MH14)	4.0'±	PROPOSED MANHOLE
MH16	11+18	RIM 2174.6 INV. OUT 2170.6 (MH16-MH10)	4.0'±	PROPOSED MANHOLE

PIPE TABLE (SLOPES BASED ON 2D LENGTH TO INSIDE EDGES)					
PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL	
MH1-EX. MH	8"	11'	13.7%	PVC	
MH2-MH1	8"	65'	1.1%	PVC	
MH3-MH2	8"	136'	0.8%	DIP/PVC	
MH5-MH4	8"	234'	0.7%	DIP	
MH6-MH5	8"	249'	14.8%	PVC	
MH7-MH6	8"	73'	3.3%	PVC	
MH8-MH7	8"	58'	3.0%	PVC	
MH9-MH8	8"	103'	0.6%	PVC	
MH10-MH9	8"	83'	0.6%	PVC	
MH11-MH10	8"	55'	0.5%	PVC	
MH12-MH11	8"	193'	0.5%	PVC	
MH13-MH12	8"	88'	2.1%	DIP/PVC	
MH14-MH13	8"	64'	8.4%	PVC	
MH15-MH14	8"	112'	7.3%	DIP/PVC	
MH16-MH10	8"	114'	12.8%	PVC	



**DEVELOPMENT DATA**

OWNER/DEVELOPER: NORTHTRIDGE COMMONS DEVELOPERS, LLC  
 P.O. BOX 1157  
 ARDEN, NORTH CAROLINA 28704  
 CONTACT: KEN JACKSON (828)684-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.  
 158 PATTON AVENUE  
 ASHEVILLE, NORTH CAROLINA 28801  
 CONTACT: WARREN SUGG, P.E. (828) 252-5388

SURVEYOR: ED HOMES & ASSOCIATES  
 200 RIDGEFIELD COURT, SUITE 215  
 ASHEVILLE, NC 28806  
 CONTACT: PHILLIP B. WHITE, PLS (828)225-6562

**PROJECT DATA**

PIN: 9732-79-2660; 9733-70-0050; 9733-70-0398  
 ADDRESS: 152 MONTECELLO ROAD,  
 4 & 20 GILL BRANCH ROAD  
 DEED BOOK/PAGE: 55/160; 108/145; 126/173  
 SITE ACREAGE: 8.42 ACRES  
 ZONING: R-12

SETBACKS: 40'  
 FRONT: 25'  
 SIDES: 25'  
 REAR: 25'

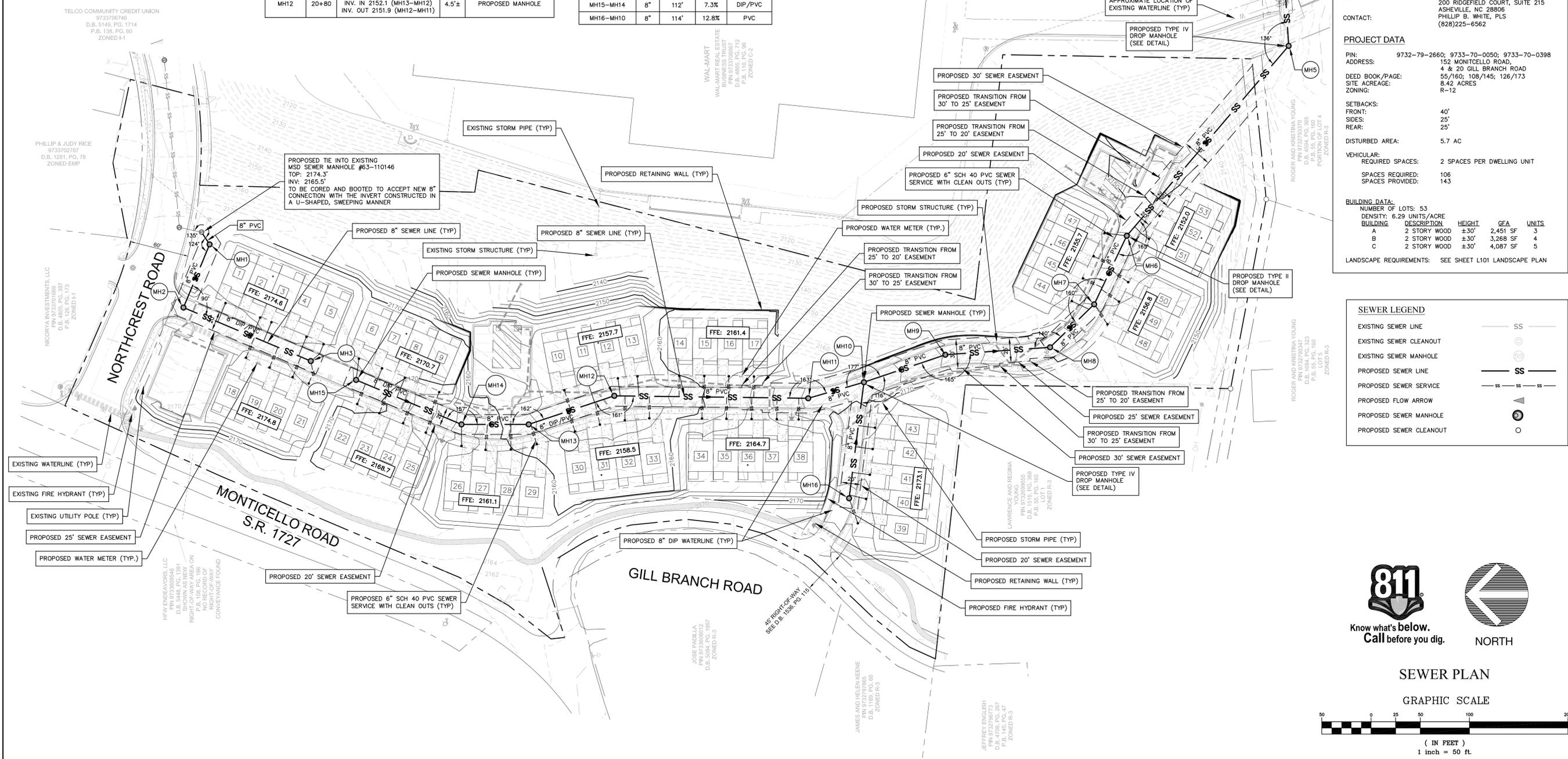
DISTURBED AREA: 5.7 AC

VEHICULAR: REQUIRED SPACES: 2 SPACES PER DWELLING UNIT  
 SPACES REQUIRED: 106  
 SPACES PROVIDED: 143

**BUILDING DATA:**  
 NUMBER OF LOTS: 53  
 DENSITY: 6.29 UNITS/ACRE

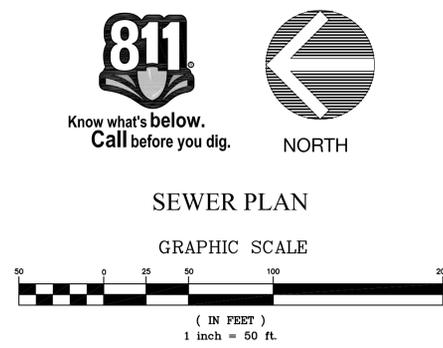
BUILDING	DESCRIPTION	HEIGHT	GEA	UNITS
A	2 STORY WOOD	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,087 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET L101 LANDSCAPE PLAN



**SEWER LEGEND**

- EXISTING SEWER LINE: — SS —
- EXISTING SEWER CLEANOUT: — (C) —
- EXISTING SEWER MANHOLE: — (M) —
- PROPOSED SEWER LINE: — SS —
- PROPOSED SEWER SERVICE: — SS — SS — SS —
- PROPOSED FLOW ARROW: —>
- PROPOSED SEWER MANHOLE: — (M) —
- PROPOSED SEWER CLEANOUT: — (C) —



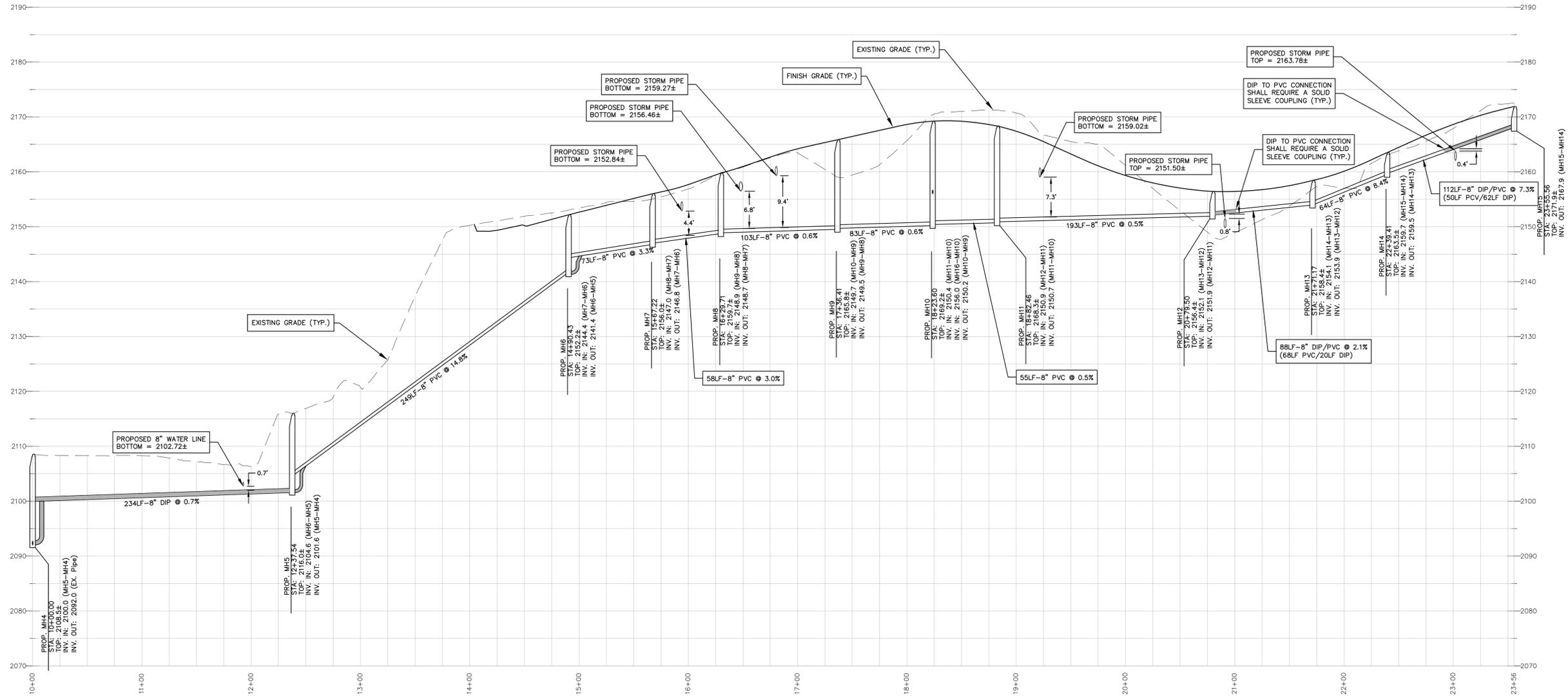
**CDC** Civil Design Concepts, PA  
 160 DARTON AVENUE  
 ASHEVILLE, NC 28801  
 PHONE (828) 252-5388  
 FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
 WAYNESVILLE, NC 28798  
 PHONE (828) 252-5388  
 FAX (828) 455-5455

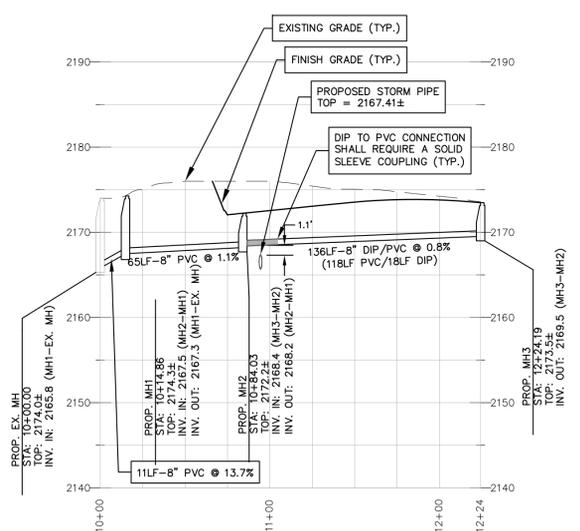
WEAVERVILLE TOWNHOMES  
 NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

SEWER DRAINAGE PLAN FOR:  
 DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

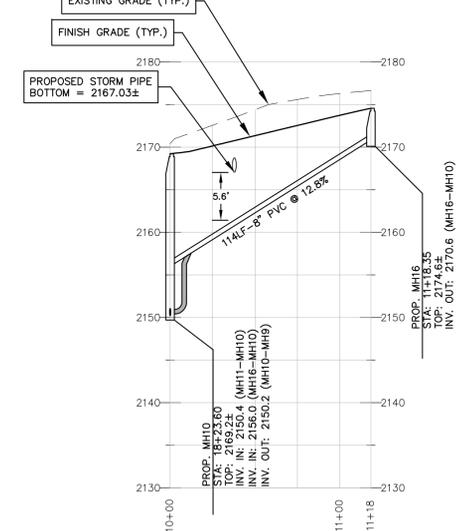
SHEET  
**C701**



LINE B



LINE A

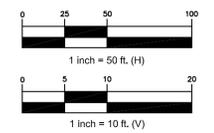


LINE C

**NOTE:**  
 THE PIPE LENGTHS, SLOPES, AND INVERTS SHOWN IN THE ABOVE PROFILES ARE BASED ON A 2D LENGTH AND MEASURED FROM INSIDE WALL TO INSIDE WALL OF STRUCTURES. CONTRACTOR SHALL VERIFY ALL INVERTS AND LINE LENGTHS PRIOR TO CONSTRUCTION.



SEWER PROFILES



160 DARTON AVENUE  
 ASHEVILLE, NC 28801  
 PHONE (828) 252-5888  
 FAX (828) 252-5885

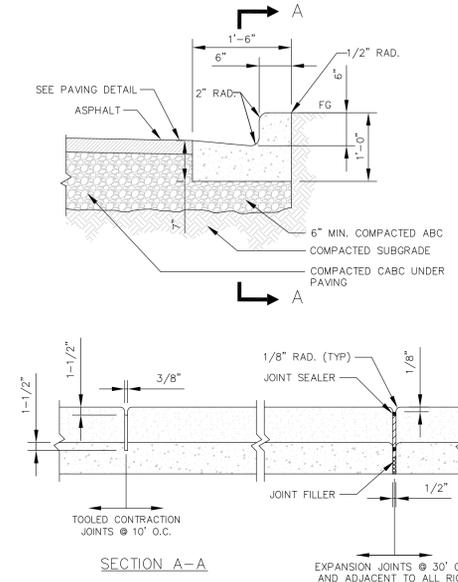
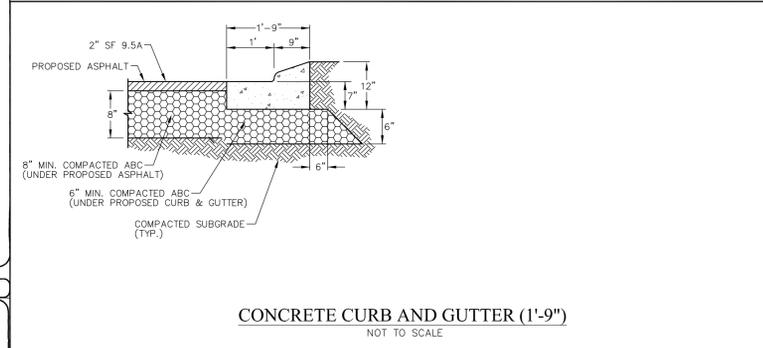
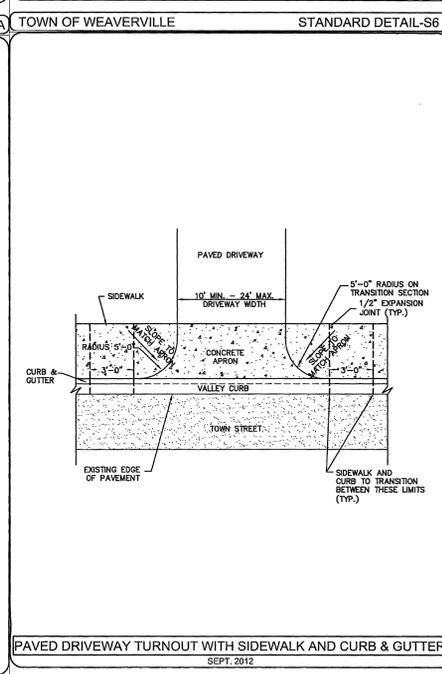
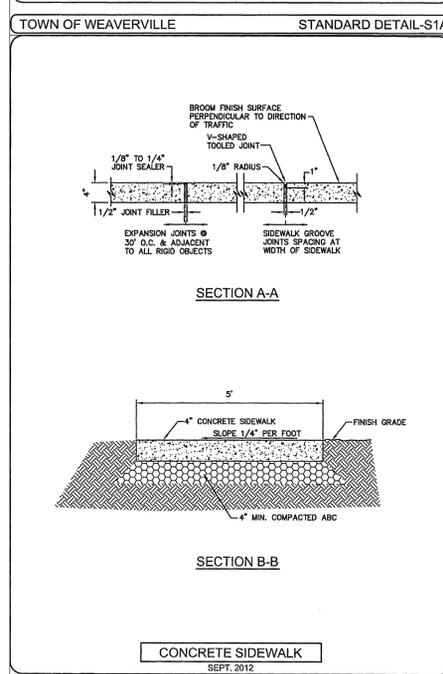
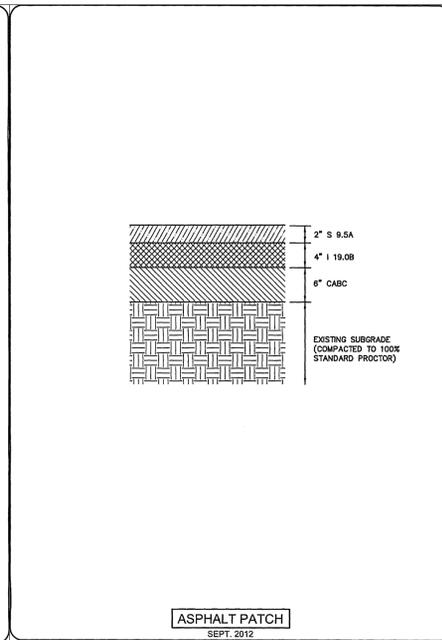
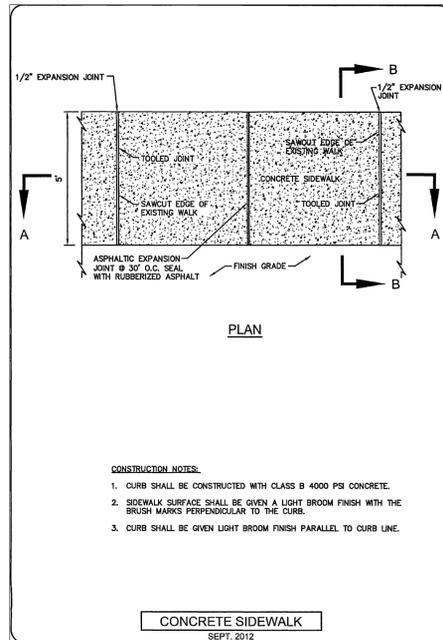


LWR	MSD SUBMITTAL	CZD APPLICATION SUBMITTAL	DATE	DESCRIPTION	BY
1.	04/02/2018				
3.	05/02/2018				

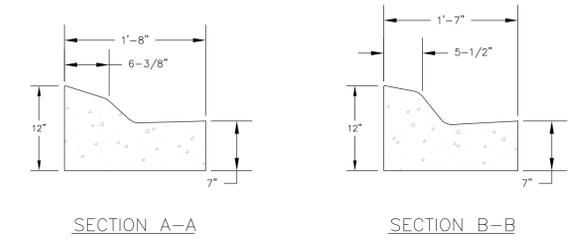
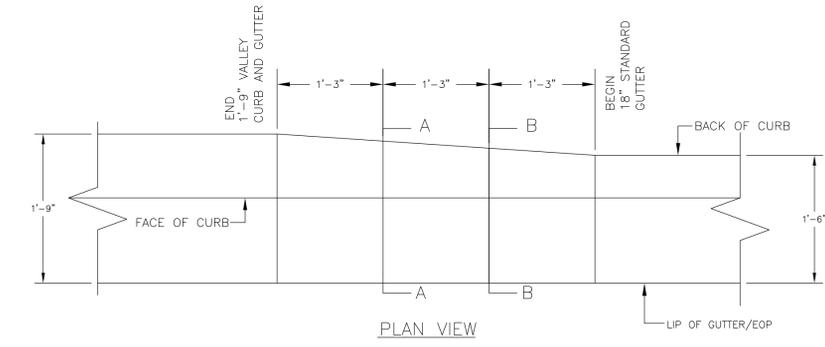
**WEAVERVILLE TOWNHOMES**  
 NORTHTRIDE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

SEWER PROFILES FOR:  
 DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

SHEET  
**C702**



- CONSTRUCTION NOTES:**
- CURB SHALL BE CONSTRUCTED WITH CLASS B 4000 PSI CONCRETE
  - SURFACE SHALL BE GIVEN A LIGHT BROOM FINISH WITH THE BRUSH MARKS PARALLEL TO THE CURB.
  - SUB-GRADE SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR TEST
  - CABC SHALL BE COMPACTED TO 100% OF MODIFIED PROCTOR TEST



SITE DETAILS

NO.	DATE	DESCRIPTION
1.	04/02/2018	C2D APPLICATION SUBMITTAL

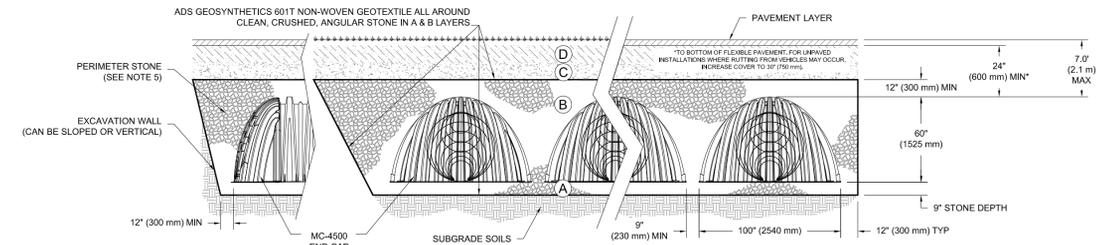




ACCEPTABLE FILL MATERIALS: STORMTECH MC-4500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 <sup>1</sup> A-1, A-2.4, A-3 OR AASHTO M43 <sup>2</sup> 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 <sup>2</sup> 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE (UP TO THE FOOT (BOTTOM) OF THE CHAMBER).	AASHTO M43 <sup>2</sup> 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2,3</sup>

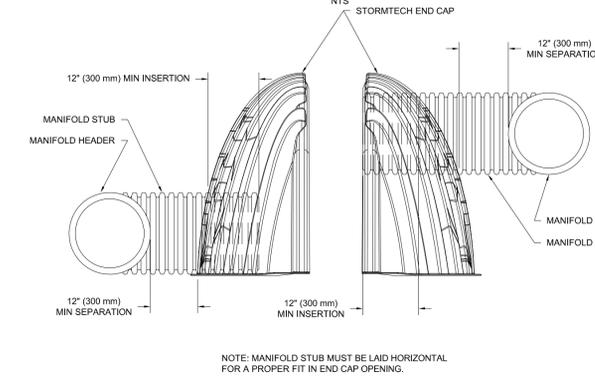
PLEASE NOTE:  
 1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE."  
 2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.  
 3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

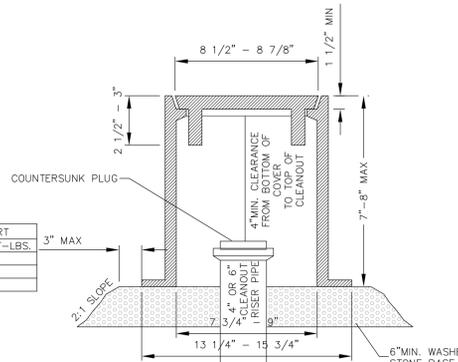
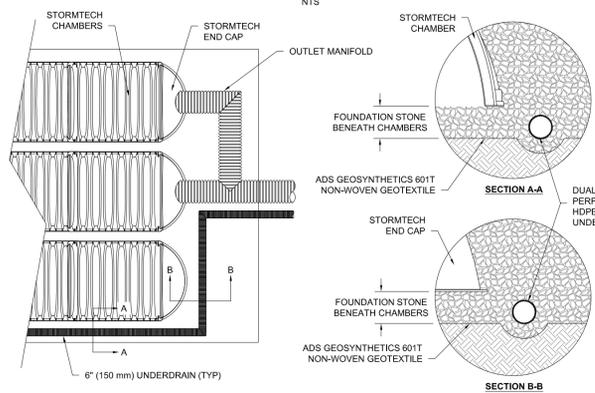
- MC-4500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D'.

MC-SERIES END CAP INSERTION DETAIL



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

UNDERDRAIN DETAIL

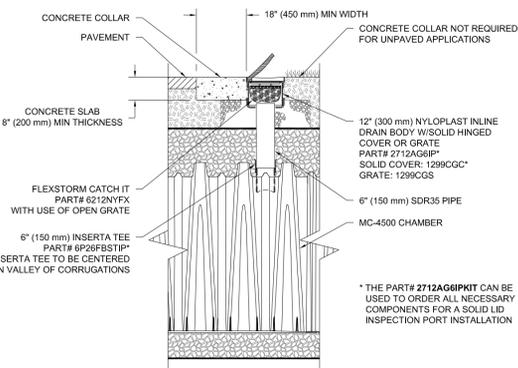


MINIMUM WEIGHT CHART

	MIN. WEIGHT-LBS.
COVER	25
BASE	40
TOTAL UNIT	65

- NOTES:  
 1. ALL CLEAN OUT BOXES AND COVERS SHALL BE MANUFACTURED FROM GRAY IRON (CAST IRON) MEETING THE REQUIREMENTS OF AWWA C110 AND ASTM A536.  
 2. CLEAN OUT BOXES AND COVERS MANUFACTURED BY U.S. FOUNDRY (HAND HOLE RING & FC COVER, MODEL #7610), EAST JORDEN IRON WORKS (HEAVY DUTY MONUMENT BOX, MODEL #1574) OR APPROVED EQUAL, U.S. FOUNDRY (HAND HOLE RING & FC COVER, MODEL #7630) MAY BE USED WHERE CLEAN OUT IS WITHIN AN ASPHALT OR CONCRETE PAVED AREA.

CLEANOUT BOX  
NOT TO SCALE



MC-4500 6" INSPECTION PORT DETAIL  
NTS

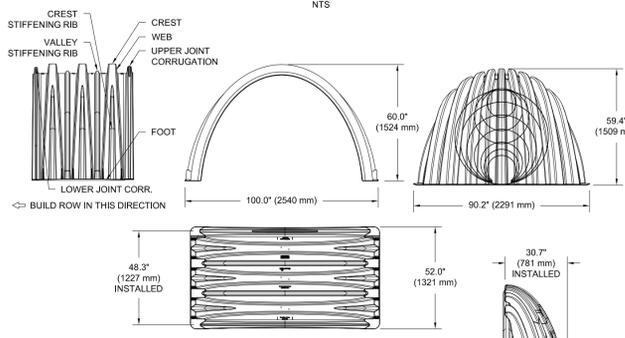
INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT  
 A. INSPECTION PORTS (IF PRESENT)  
 A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN  
 A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED  
 A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG  
 A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)  
 A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.  
 B. ALL ISOLATOR ROWS  
 B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW  
 B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE  
 i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY  
 ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE  
 B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.  
 STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS  
 A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED  
 B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN  
 C. VACUUM STRUCTURE SUMP AS REQUIRED  
 STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.  
 STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION, ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACUUMING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

MC-4500 TECHNICAL SPECIFICATION



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0' X 60.0' X 48.3' (2540 mm X 1524 mm X 1227 mm)
CHAMBER STORAGE	106.5 CUBIC FEET (3.01 m <sup>3</sup> )
MINIMUM INSTALLED STORAGE*	162.6 CUBIC FEET (4.60 m <sup>3</sup> )
WEIGHT	130.0 lbs. (59.0 kg)

NOMINAL END CAP SPECIFICATIONS

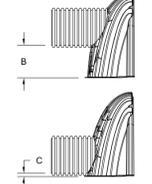
SIZE (W X H X INSTALLED LENGTH)	90.2' X 59.4' X 30.7' (2291 mm X 1509 mm X 781 mm)
END CAP STORAGE	35.7 CUBIC FEET (1.01 m <sup>3</sup> )
MINIMUM INSTALLED STORAGE*	108.7 CUBIC FEET (3.08 m <sup>3</sup> )
WEIGHT	135.0 lbs. (61.2 kg)

\*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

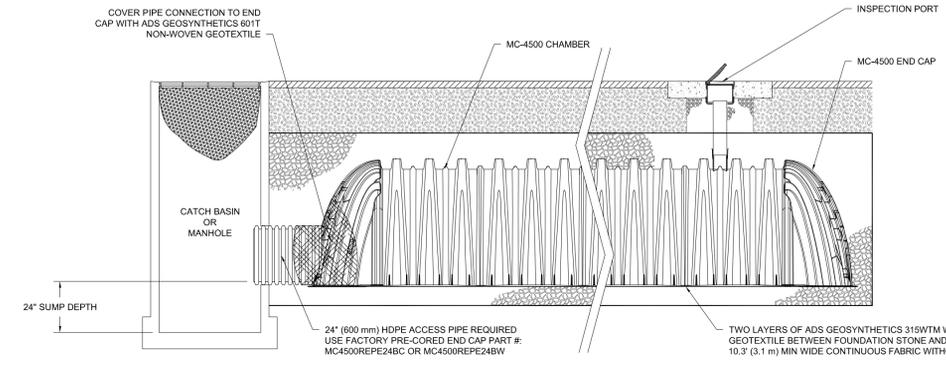
STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B" STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T" END CAPS WITH A WELDED CROWN PLATE END WITH "C" END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC4500REPE06T	6" (150 mm)	42.54" (1,081 mm)	---
MC4500REPE06B	---	---	0.86" (22 mm)
MC4500REPE06T	8" (200 mm)	40.50" (1,029 mm)	---
MC4500REPE06B	---	---	1.01" (26 mm)
MC4500REPE10T	10" (250 mm)	38.37" (975 mm)	---
MC4500REPE10B	---	---	1.33" (34 mm)
MC4500REPE12T	12" (300 mm)	35.69" (907 mm)	---
MC4500REPE12B	---	---	1.55" (39 mm)
MC4500REPE15T	15" (375 mm)	32.72" (831 mm)	---
MC4500REPE15B	---	---	1.70" (43 mm)
MC4500REPE18TC	18" (450 mm)	29.36" (746 mm)	---
MC4500REPE18TW	---	---	1.97" (50 mm)
MC4500REPE18BC	---	---	---
MC4500REPE18BW	---	---	---
MC4500REPE24TC	24" (600 mm)	23.05" (585 mm)	---
MC4500REPE24TW	---	---	2.26" (57 mm)
MC4500REPE24BC	---	---	---
MC4500REPE24BW	---	---	---
MC4500REPE30BC	30" (750 mm)	---	2.95" (75 mm)
MC4500REPE36BC	36" (900 mm)	---	3.25" (83 mm)
MC4500REPE42BC	42" (1050 mm)	---	3.55" (90 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PRECURED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-4500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.



MC-4500 ISOLATOR ROW DETAIL  
NTS



70 INWOOD ROAD, SUITE 3 | ROCKY HILL | CT | 06067  
 860-529-8188 | 888-892-2694 | WWW.STORMTECH.COM

STORM DRAINAGE DETAILS

160 DARTON AVENUE  
 ASPENVILLE, NC 28801  
 PHONE (828) 252-5588  
 FAX (828) 252-5585

52 WALNUT STREET - SUITE 9  
 WYOMINGVILLE, NC 24106  
 PHONE (828) 252-5588  
 FAX (828) 252-5585

**CDC** Civil Design Concepts, PA  
 www.civildesignconcepts.com

LWR	LUR	CZD APPLICATION	SUBMITTAL	DATE	NO.	DESCRIPTION
		04/02/2018	BC SW SUBMITTAL			
		05/01/2018				



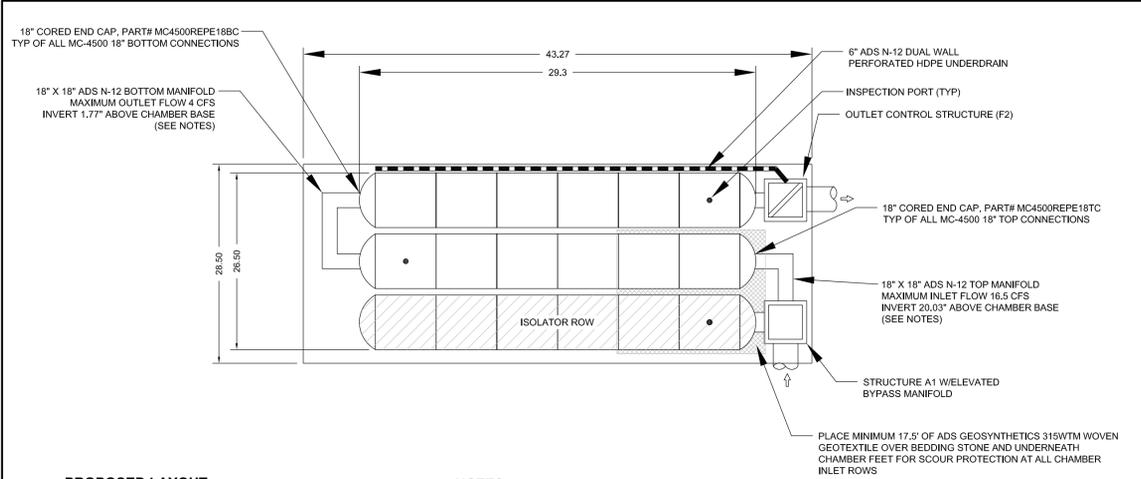
STORM DRAINAGE DETAILS FOR:

**WEAVERVILLE TOWNHOMES**

NORTHDRIVE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

SHEET  
**C952**

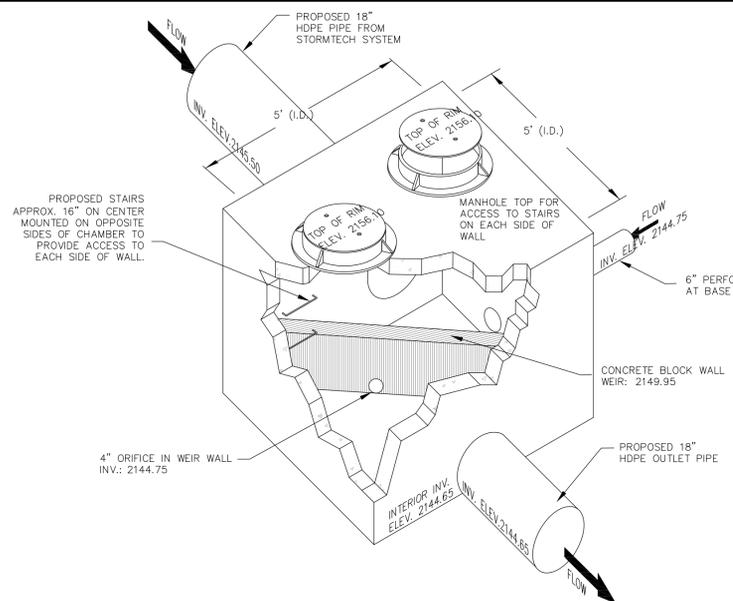


**PROPOSED LAYOUT**  
 (18) STORMTECH MC-4500 CHAMBERS  
 (6) STORMTECH MC-4500 END CAPS  
 INSTALLED WITH 12" COVER STONE, 9" BASE STONE, 40% STONE VOID  
 INSTALLED SYSTEM VOLUME: 4,668 CF (PERIMETER STONE INCLUDED)  
 AREA OF SYSTEM: 1,233.20 FT<sup>2</sup>  
 PERIMETER OF SYSTEM: 143.54 FT

**NOTES**  
 • DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.

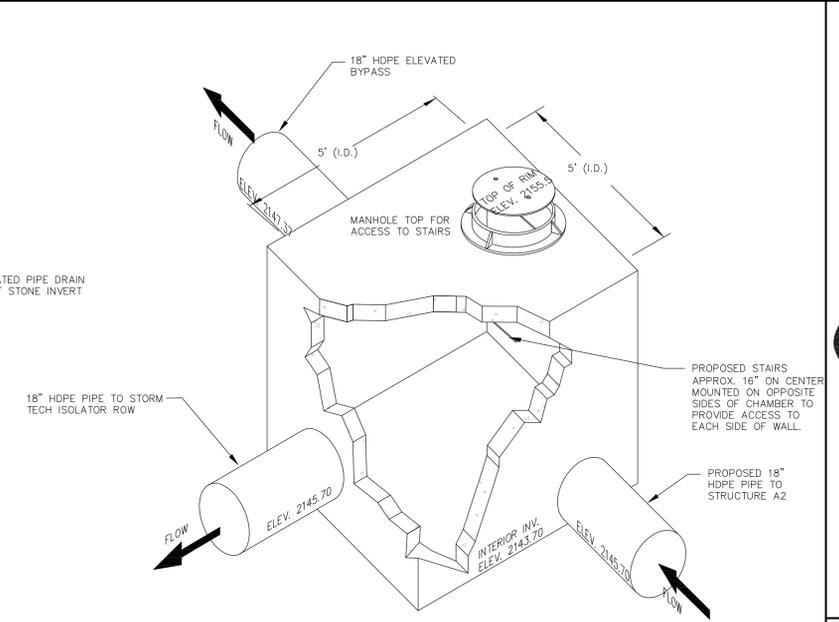
**STORMTECH 'A' DETENTION**

NOT TO SCALE



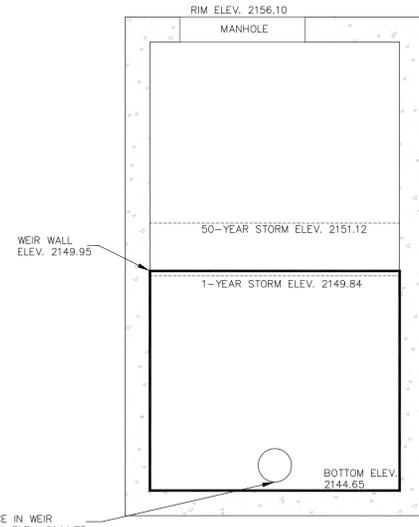
**STORMWATER DETENTION  
 OUTLET CONTROL BOX (F2)**

NOT TO SCALE



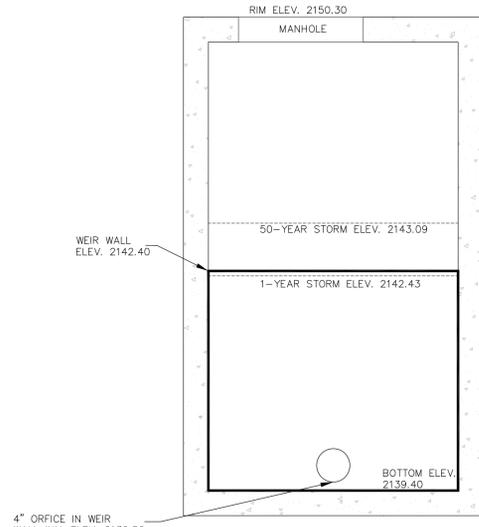
**STORM WATER INLET  
 CONTROL BOX "A1"**

NOT TO SCALE



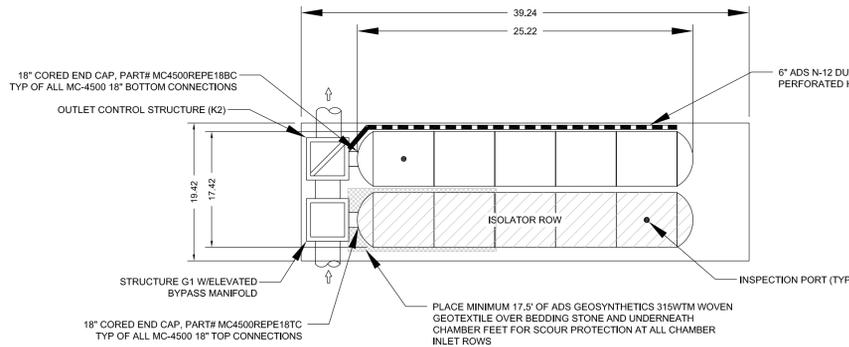
**STORMWATER DETENTION (F2)  
 OUTLET WEIR CROSS-SECTION**

NOT TO SCALE



**STORMWATER DETENTION (K2)  
 OUTLET WEIR CROSS-SECTION**

NOT TO SCALE

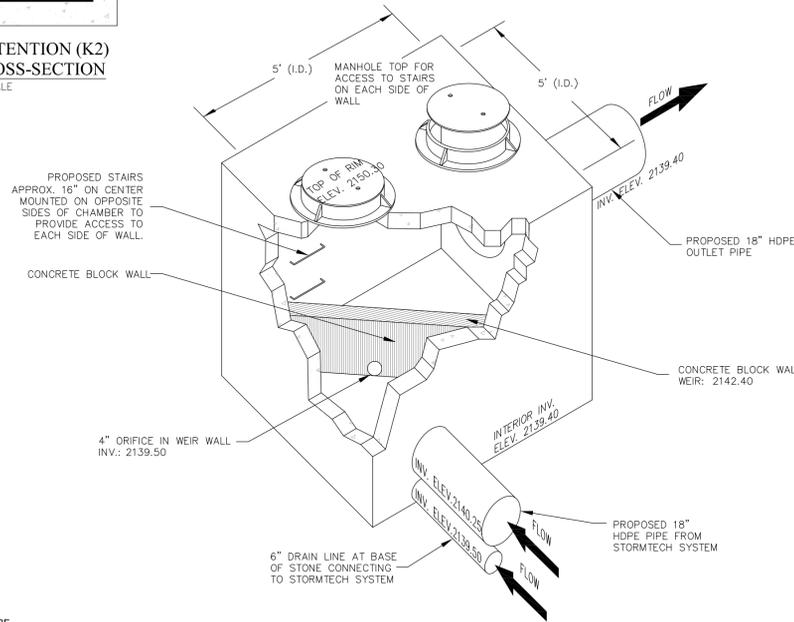


**PROPOSED LAYOUT**  
 (10) STORMTECH MC-4500 CHAMBERS  
 (4) STORMTECH MC-4500 END CAPS  
 INSTALLED WITH 12" COVER STONE, 9" BASE STONE, 40% STONE VOID  
 INSTALLED SYSTEM VOLUME: 2,781.9 CF (PERIMETER STONE INCLUDED)  
 AREA OF SYSTEM: 752.04 FT<sup>2</sup>  
 PERIMETER OF SYSTEM: 117.32 FT

**NOTES**  
 • DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.

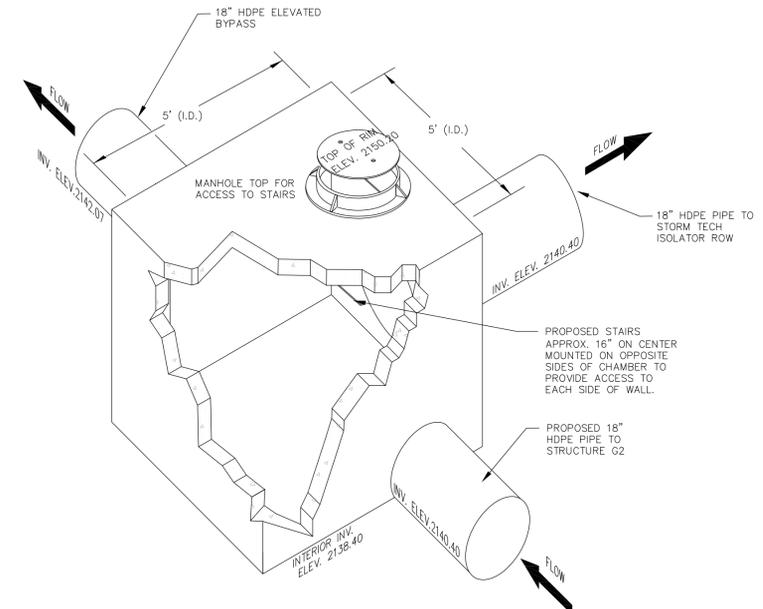
**STORMTECH 'B' DETENTION**

NOT TO SCALE



**STORMWATER DETENTION  
 OUTLET CONTROL BOX "K2"**

NOT TO SCALE



**STORMWATER INLET  
 CONTROL BOX "G1"**

NOT TO SCALE

**STORM DRAINAGE DETAILS**

160 DARTON AVENUE  
 ASPENHILL, NC 28801  
 PHONE (828) 252-5289  
 FAX (828) 252-5285

52 WALNUT STREET - SUITE 9  
 WYOMING, NC 28406  
 PHONE (828) 252-5289  
 FAX (828) 452-5285

**CDC** Civil Design Concepts, PA  
 www.civildesignconcepts.com  
 NCBELS LICENSE # C-2184

NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	
2.	05/01/2018	BC SW SUBMITTAL	



STORM DRAINAGE DETAILS FOR:

**WEAVERVILLE TOWNHOMES**  
 NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
 CDC PROJECT NO.: 11664  
 MSD PROJECT NO.: 2018082

SHEET  
**C953**



**GENERAL NOTES FOR SEWER**

- SEWER CONSTRUCTION ON THIS SITE MUST BE AUTHORIZED BY PERMITS ISSUED BY THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY (MSD). ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS; AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS. REQUIREMENTS AND SPECIFICATIONS OF MSD STANDARDS SUPERSEDE ALL OTHERS IN THE INSTALLATION OF THE PROPOSED SEWER EXTENSION.
- CONTRACTOR TO VERIFY WITH ENGINEER THAT THE REQUIRED SEWER PERMITS AND ASSOCIATED NON-SEWER PERMITS HAVE BEEN OBTAINED PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR TO PROVIDE COPY OF STREET CUT PERMIT TO MSD PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE UNDER THE INSPECTION OF THE ENGINEER, THE OWNER, THE METROPOLITAN SEWERAGE DISTRICT. THE ENGINEER SHALL PERIODICALLY INSPECT THE PROGRESS OF INSTALLATION AND SHALL COMPLETE A FINAL WATER AND SEWER INSPECTION. THE CONTRACTOR SHALL FURNISH, SECURE, AND PROVIDE ALL NECESSARY TESTING MATERIALS, EQUIPMENT, PROCEDURES, AND CERTIFIED LABORATORY TEST RESULTS FOR USE WITH ENGINEER'S FINAL CERTIFICATION OF COMPLETION. ANY WORK COVERED PRIOR TO ENGINEER'S INSPECTION IS SUBJECT TO UNCOVERING AND BACKFILLING AT THE CONTRACTOR'S EXPENSE.
- ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATION FOR ALL UTILITIES PRIOR TO CONSTRUCTION; AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES SHOWN ON THE PLANS HAVE BEEN APPROXIMATED. ALL BURIED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING AND NEWLY BUILT UTILITIES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS TO BE THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE CONSTRUCTION ACTIVITY IS TO BEGIN. THE CONTRACTOR SHALL NOTIFY ULOCO AT 1-800-632-4949 OR 919-772 HOURS BEFORE CONSTRUCTION BEGINS. NOTIFY THE ENGINEER AT LEAST 72 HOURS BEFORE STARTING CONSTRUCTION ACTIVITIES.
- EROSION CONTROL IS THE FIELD PERFORMANCE BASED AND CONTRACTOR SHALL INSTALL AND MAINTAIN ANY EROSION CONTROL MEASURES NECESSARY TO ASSURE MAXIMUM PROTECTION OF THE SITE. CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES REQUIRED TO CONTROL SEDIMENT DURING INSTALLATION ALL SEWER PIPES AND APPURTENANCES.
- SAFETY AND TRAFFIC ROUTING TO BE COORDINATED WITH TOW OF WEAVERVILLE AND IN STRICT ACCORDANCE WITH NCDOT GUIDELINES FOR CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS.
- ALL SEWER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH NC PLUMBING CODES AND ANY REQUIREMENTS PER LOCAL AUTHORITIES. COORDINATE EXACT LOCATIONS OF SERVICE LINES WITH THE ARCHITECTURAL, PLUMBING, AND LANDSCAPING PLANS. SEWER CLEANOUT ASSEMBLY LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO FINAL VERIFICATION.
- ALL NON-FERROUS UNDERGROUND SERVICE LINES OUTSIDE BUILDING FOOTPRINT SHALL BE REQUIRED TO HAVE A MAGNETIC-TYPE WARNING TAPE INSTALLED IN THE BACKFILL AT LEAST 6" BELOW GRADE.
- CONTRACTOR TO INSTALL D.I.P. WHERE THE MINIMUM OF 3' COVER OR AT UTILITY CROSSINGS WHERE MINIMUM VERTICAL SEPARATION REQUIREMENTS CANNOT BE MET. PIPE MATERIAL MUST TRANSITION TO D.I.P. 10' PRIOR TO CROSSING VIA A SOLID SLEEVE COUPLING AND EXTEND TO THE NEXT MANHOLE.
- INSTALL FERROUS PIPING FOR BOTH WATER AND SEWER WITHIN 10' OF A CROSSING IF:
  - SEWER LINE CROSSES OVER WATER, OR
  - VERTICAL CLEARANCE BETWEEN WATER AND SEWER IS LESS THAN 18".
 MAINTAIN 10' HORIZONTAL SEPARATION BETWEEN SEWER AND WATER MAINS UNLESS LAID IN SEPARATE TRENCHES WITH THE BOTTOM OF THE WATER LINE AT LEAST 18" ABOVE THE TOP OF SEWER OR USE FERROUS MATERIAL FOR BOTH WATER AND SANITARY SEWER.
- MAINTAIN 24" VERTICAL SEPARATION BETWEEN STORM DRAIN AND SANITARY SEWER, OR INSTALL FERROUS MATERIAL ON THE SANITARY SEWER WITHIN 10' EACH SIDE OF THE CROSSING.
- CONTRACTOR RESPONSIBLE FOR ADJUSTING EXISTING WATER APPURTENANCES AS NECESSARY DUE TO ANY SITE CONSTRUCTION OR INSTALLATION.
- TRENCH BACKFILL AND COMPACTION TESTING SHALL BE PERFORMED BY A CERTIFIED SOILS LABORATORY UNDER ALL PAVED AREAS.
- THE ENTIRE SEWER EASEMENT MUST BE CLEAR AND REMAINED CLEARED OF TREE PLANTINGS, EXISTING TREES, AND ANY PERMANENT STRUCTURES.
- CONTRACTOR SHALL SUPPLY THE ENGINEER WITH RECORD OF DEVIATIONS FROM PLANS FOR PREPARATION OF FINAL RECORD DRAWINGS.
- THE PERMITS REQUIRE CERTIFICATION OF COMPLETION BY THE ENGINEER OF THE SEWER SYSTEMS PRIOR TO ISSUANCE OF FINAL OPERATION APPROVAL BY THE METROPOLITAN SEWERAGE DISTRICT. SECURE FINAL OPERATIONAL APPROVAL FROM MSD PRIOR TO ACTIVATION OF THE SYSTEM.

160 DARTON AVENUE  
ASHVILLE, NC 28801  
PHONE (828) 252-5988  
FAX (828) 252-5985

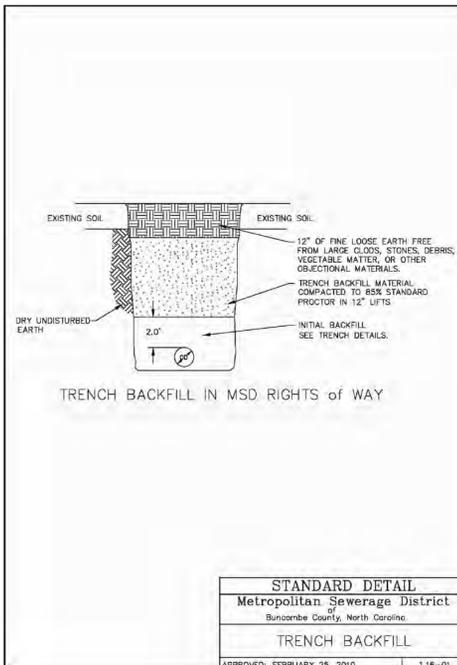
52 WALNUT STREET - SUITE 9  
WEAVERVILLE, NC 28786  
PHONE (828) 252-5988  
FAX (828) 252-5985

**Civil Design Concepts, PA**

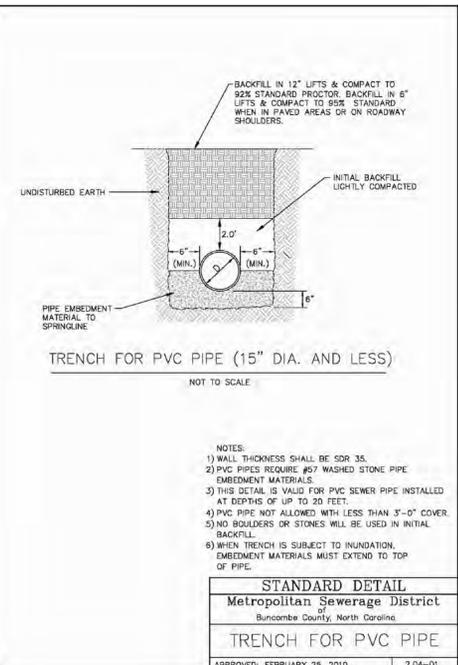
**CDC**

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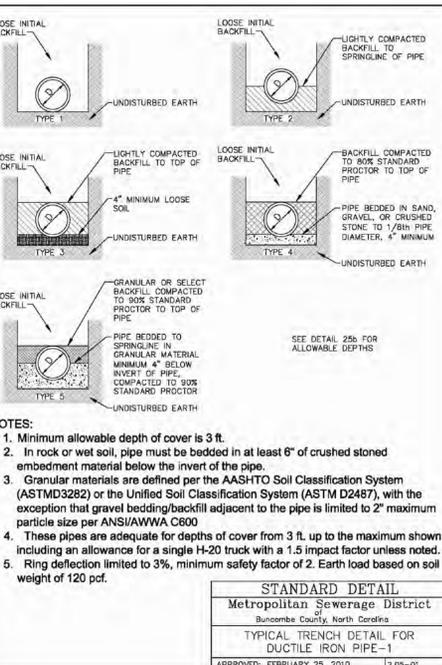
NCBLS LICENSE # C-2184



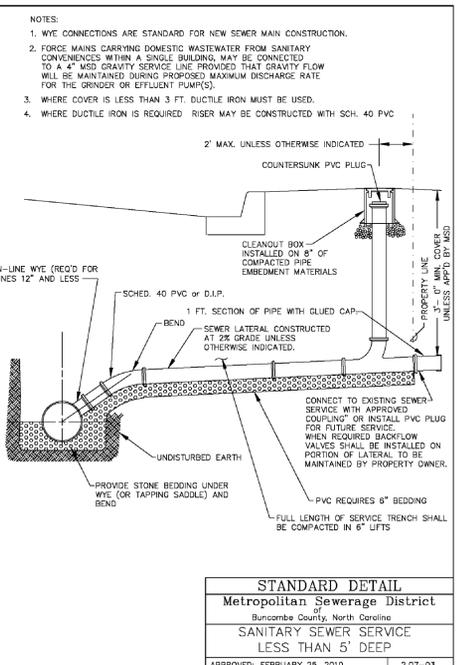
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
TRENCH BACKFILL  
APPROVED: FEBRUARY 25, 2010 1.16-01



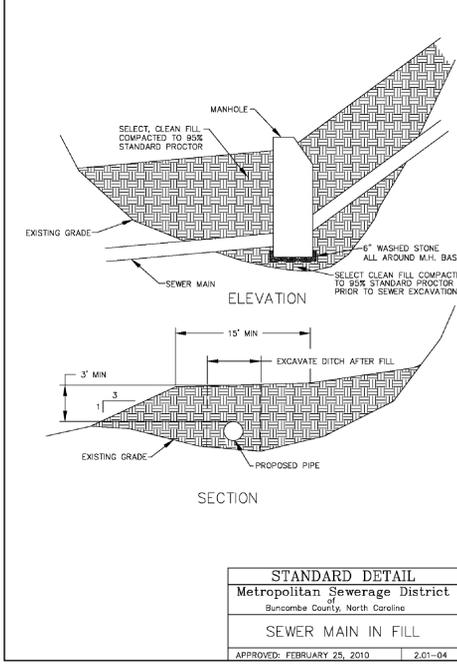
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
TRENCH FOR PVC PIPE  
APPROVED: FEBRUARY 25, 2010 2.04-01



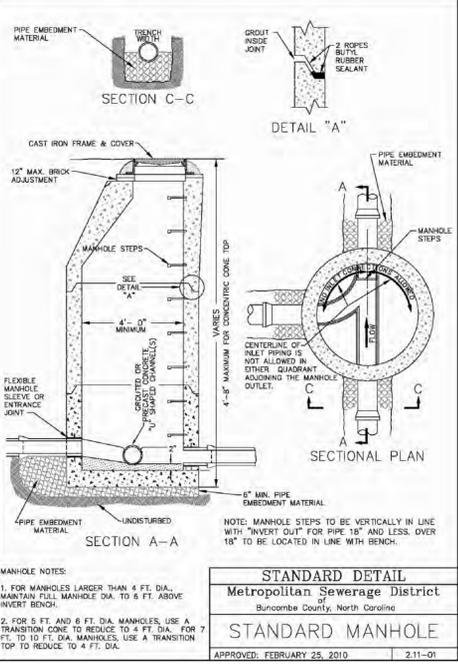
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
TYPICAL TRENCH DETAIL FOR  
DUCTILE IRON PIPE-1  
APPROVED: FEBRUARY 25, 2010 2.05-01



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
SANITARY SEWER SERVICE  
LESS THAN 5' DEEP  
APPROVED: FEBRUARY 25, 2010 2.07-03



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
SEWER MAIN IN FILL  
APPROVED: FEBRUARY 25, 2010 2.01-04



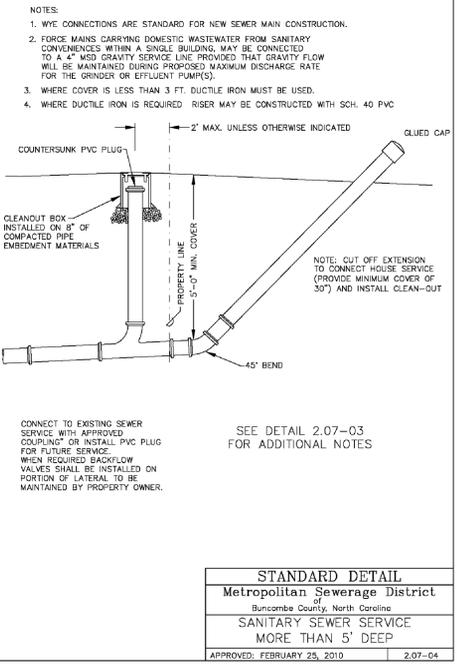
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
STANDARD MANHOLE  
APPROVED: FEBRUARY 25, 2010 2.11-01

Maximum Depth of Cover for Ductile Iron Pipe with Cement Lining

Pipe Size/Pressure Class	Laying Condition	Type 1	Type 2	Type 3	Type 4	Type 5
4 350		51	61	69	87	100
6 300		29	31	37	47	65
8 350		18	20	26	34	50
10 350		15	17	23	30	45
12 350		13	15	19	25	40
14 250		11	13	17	23	36
14 300		11	13	17	23	36
14 350		14	16	19	27	40
16 250		11	13	17	23	34
16 300		13	15	19	25	38
16 350		15	17	21	28	44
18 250		10	12	16	22	31
18 300		12	14	18	24	35
18 350		12	14	18	24	35
20 250		10	12	16	22	30
20 300		13	15	19	26	38
20 350		15	17	21	28	40
24 250		8	10	13	17	25
24 300		11	13	17	23	32
24 350		13	15	19	26	37
30 250		8	10	13	17	24
30 300		11	13	17	23	32
30 350		12	14	18	24	35
36 250		10	12	16	22	31
36 300		13	15	19	26	38
36 350		15	17	21	28	40
42 250		8	10	13	17	25
42 300		11	13	17	23	32
42 350		12	14	18	24	35
48 250		8	10	13	17	24
48 300		11	13	17	23	32
48 350		12	14	18	24	35
54 250		8	10	13	17	24
54 300		11	13	17	23	32
54 350		12	14	18	24	35
60 250		8	10	13	17	24
60 300		11	13	17	23	32
60 350		12	14	18	24	35
64 250		8	10	13	17	24
64 300		11	13	17	23	32
64 350		12	14	18	24	35

Source: Ductile Iron Pipe for Watermain Applications, 2006, 2008

**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
TYPICAL TRENCH DETAIL FOR  
DUCTILE IRON PIPE-2  
APPROVED: FEBRUARY 25, 2010 2.05-02



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of  
Buncombe County, North Carolina  
SANITARY SEWER SERVICE  
MORE THAN 5' DEEP  
APPROVED: FEBRUARY 25, 2010 2.07-04

SEWER DETAILS FOR:

LWR	MSD SUBMITTAL	CZD APPLICATION SUBMITTAL	DATE	DESCRIPTION	BY
1.	04/02/2018				
3.	05/02/2018				



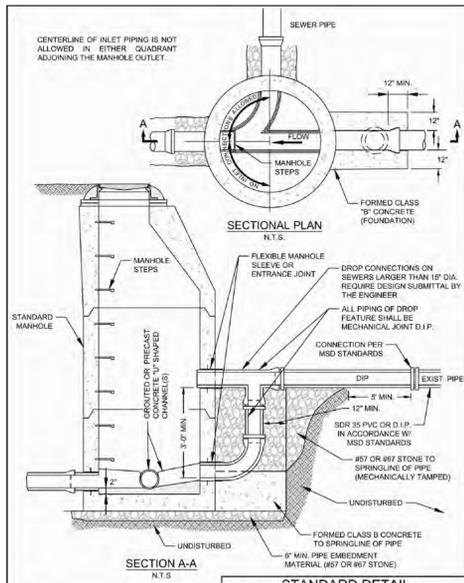
**WEAVERVILLE TOWNHOMES**

NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

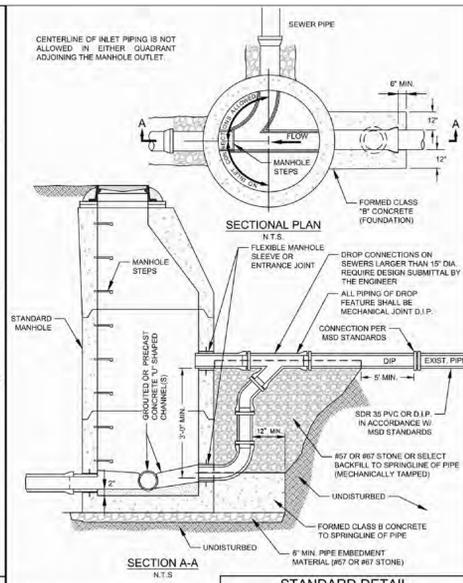
DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

**SEWER DETAILS**

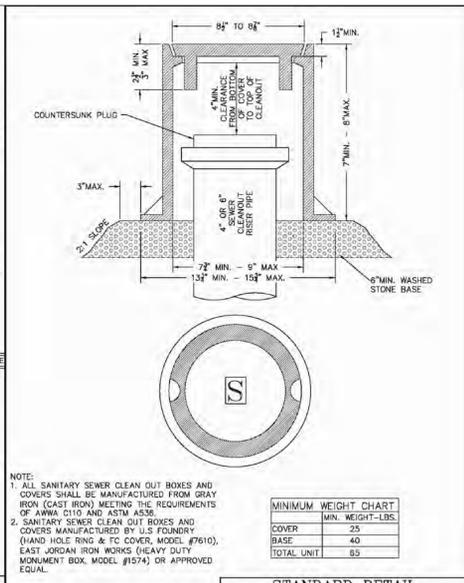
SHEET  
**C971**



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of Buncombe County, North Carolina  
**TYPE II DROP CONNECTION**  
DATE APPROVED: MARCH 2017 2.11-08.2



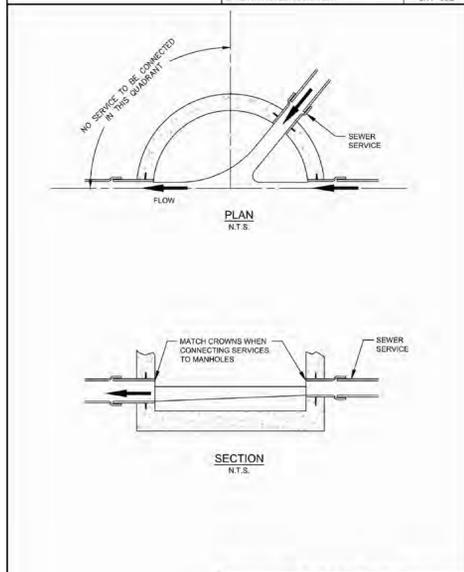
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of Buncombe County, North Carolina  
**TYPE IV DROP CONNECTION**  
DATE APPROVED: MARCH 2017 2.11-06.4



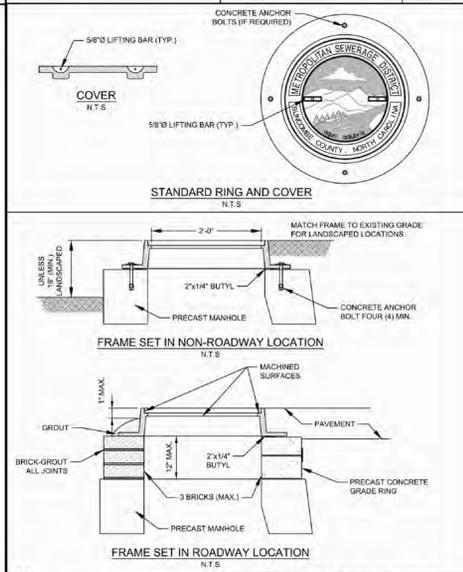
**STANDARD DETAIL**  
Metropolitan Sewerage District  
of Buncombe County, North Carolina  
**CLEANOUT BOX**  
APPROVED: FEBRUARY 25, 2010 2.07-05

MINIMUM WEIGHT CHART

	MIN. WEIGHT-LBS.
COVER	25
BASE	40
TOTAL UNIT	65



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of Buncombe County, North Carolina  
**SERVICE CONNECTIONS AT MANHOLES**  
DATE APPROVED: MARCH 2017 2.11-07.1



**STANDARD DETAIL**  
Metropolitan Sewerage District  
of Buncombe County, North Carolina  
**STANDARD MANHOLE FRAME & COVER**  
DATE APPROVED: MARCH 2017 2.11-08.1

NOTE:  
1. WHERE M.H. IS IN ROAD SHOULDER AND ROAD DOES NOT HAVE CURB AND GUTTER, DO NOT USE ANCHOR BOLTS IN FRAME.  
2. MSD OF BUNCOMBE COUNTY TO APPEAR ON COVERS ONLY WHEN THE SEWER SYSTEM IS TO BE MAINTAINED BY MSD

160 DARTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
WAYNEVILLE, NC 28786  
PHONE (828) 252-4100  
FAX (828) 452-5455

**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com  
NCELS LICENSE # C-2184

LWR	CDZ APPLICATION SUBMITTAL	MSD SUBMITTAL	DATE	NO.	DESCRIPTION
LWR			04/02/2018	1.	
			05/02/2018	3.	

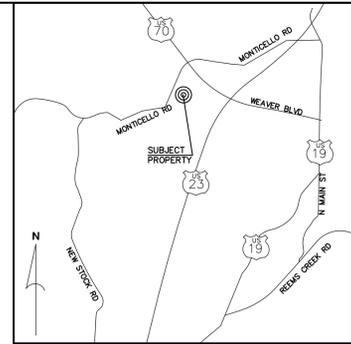
**WEAVERVILLE TOWNHOMES**  
NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

SEWER DETAILS FOR:  
DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

DATE: 2/11/18  
SHEET NO.: 11664  
PROJECT NO.: 2018082

SEWER DETAILS

SHEET  
**C972**



VICINITY MAP  
(NOT TO SCALE)

DEVELOPMENT DATA				
OWNER/DEVELOPER:	NORTHTRIDGE COMMONS DEVELOPERS, LLC P.O. BOX 1157 ARDEN, NORTH CAROLINA 28704 KEN JACKSON (828)684-8800			
CONTACT:				
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 158 PATTON AVENUE ASHEVILLE, NORTH CAROLINA 28801 WARREN SUGG, P.E. (828) 252-5388			
CONTACT:				
SURVEYOR:	ED HOMES & ASSOCIATES 200 RIDGEFIELD COURT, SUITE 215 ASHEVILLE, NC 28806 PHILLIP B. WHITE, PLS (828)225-6562			
CONTACT:				
PROJECT DATA				
PIN:	9732-79-2660; 9733-70-0050; 9733-70-0398			
ADDRESS:	152 MONTICELLO ROAD, 4 & 20 GILL BRANCH ROAD			
DEED BOOK/PAGE:	55/160; 108/145; 126/173			
SITE ACREAGE:	8.42 ACRES			
ZONING:	R-12			
SETBACKS:				
FRONT:	40'			
SIDES:	25'			
REAR:	25'			
DISTURBED AREA:	5.7 AC			
VEHICULAR:				
REQUIRED SPACES:	2 SPACES PER DWELLING UNIT			
SPACES REQUIRED:	106			
SPACES PROVIDED:	143			
BUILDING DATA:				
NUMBER OF LOTS:	53			
DENSITY:	6.29 UNITS/ACRE			
BUILDING				
DESCRIPTION	HEIGHT	GFA	UNITS	
A	2 STORY WOOD	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,087 SF	5
LANDSCAPE REQUIREMENTS:		SEE SHEET L101 LANDSCAPE PLAN		



PLANT SCHEDULE \*

Key	Quantity	Botanical Name	Common Name	Caliper	Height
SWO0	65	Oxydendrum arboreum	Sourwood	2" min.	30'

PLANTING SUMMARY:  
STREET TREES (ST)

REQUIREMENT: 1 LARGE MATURING TREE/40 LF OF FRONTAGE	
COMBINED TOTAL FRONTAGE:	2,577 LF
STREET TREES REQUIRED:	64 TREES
STREET TREES PROVIDED:	65 TREES

NORTH

SITE PLAN

GRAPHIC SCALE

( IN FEET )  
1 inch = 50 ft.

168 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9  
WAYNESVILLE, NC 28798  
PHONE (828) 252-4400  
FAX (828) 452-5455

**CDC** Civil Design Concepts, PA  
www.civildesignconcepts.com

NCELS LICENSE # C-2184

LWR	BY	DESCRIPTION	DATE
1.			

04/02/2018

CZD APPLICATION SUBMITTAL

LANDSCAPE COMPLIANCE PLAN FOR:

**WEAVERVILLE TOWNHOMES**

NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RWW  
CDC PROJECT NO.: 11664  
MSD PROJECT NO.: 2018082

SHEET

**L101**



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Floor Plans and Elevations**

**REVISIONS**




**FISHER**  
Fisher Architects, PA  
351 Marianne Avenue  
Asheville, NC 28801  
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(828) 253-8255

Enter address here

**Baldwin Commons**  
Owner

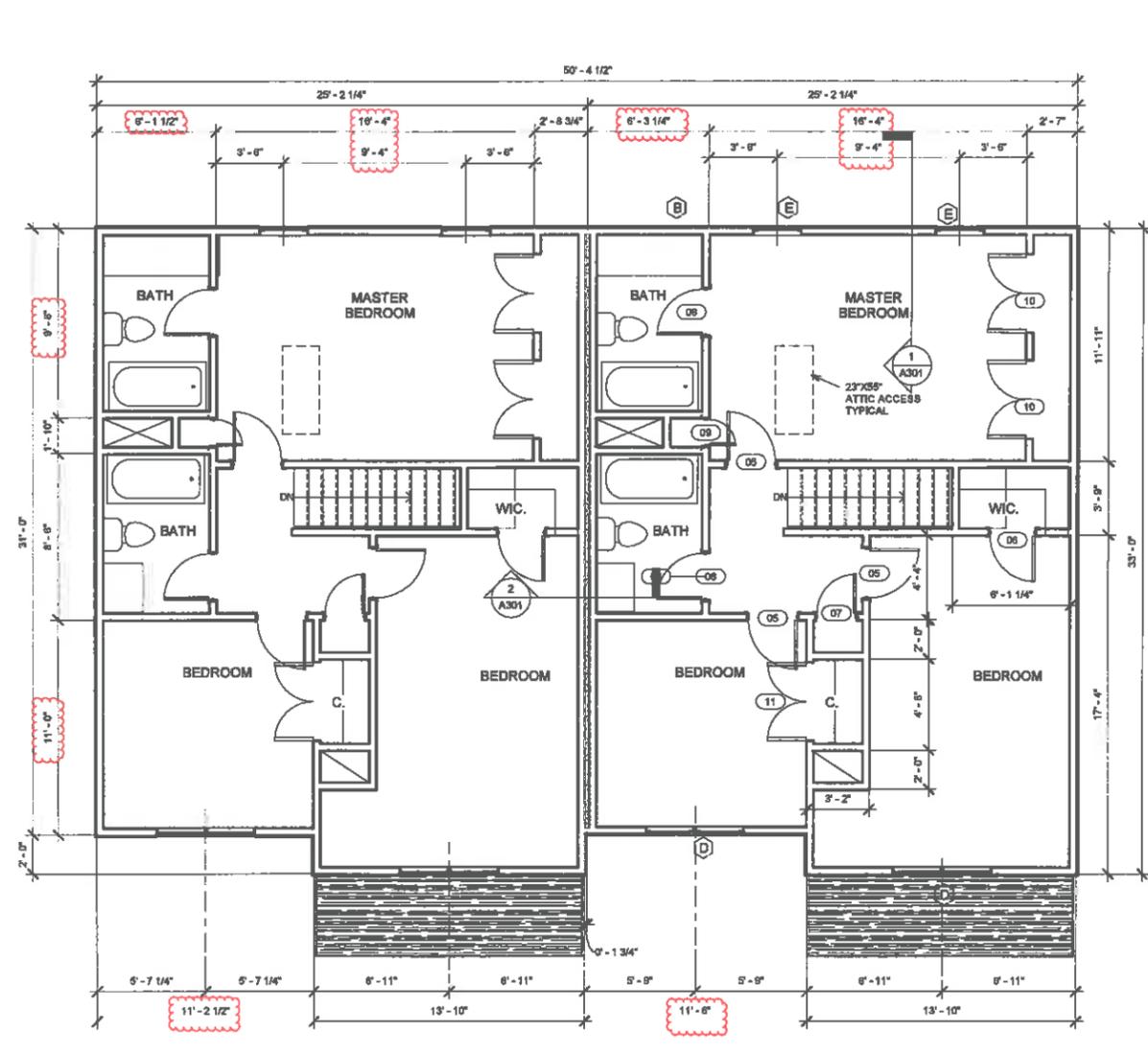
SHEET TITLE  
**Floor Plans - Two Unit**

SHEET  
**A101**

DATE

ISSUE DATE

JOB NO.  
170500



② Level 2 - Two Unit  
1/4" = 1'-0"



① Level 1 - Two Unit  
1/4" = 1'-0"

**Window Schedule**

Type	Rough Opening	Description
A	2'-8" x 5'-2" Twin	Single Hung, Tempered
B	2'-0" x 3'-4"	Single Hung
C	2'-8" x 3'-4"	Single Hung
D	2'-8" x 5'-2" Twin	Single Hung
E	2'-8" x 5'-2"	Single Hung

**Door Schedule**

Mark	Size	Description
01	3'-0" x 6'-8"	Exterior Front Entrance
02	5'-0" x 6'-8" sldg gls	Exterior
03	8'-0" x 7'-0"	Exterior Single Garage Door
04	2'-8" x 6'-8"	Interior
05	2'-6" x 6'-8"	Interior
06	2'-4" x 6'-8"	Interior
07	2'-0" x 6'-8" LOUVER	Interior
08	2'-0" x 6'-8"	Interior
10	4'-0" X 6'-8" PAIR	Interior
11	3'-0" X 6'-8" PAIR	Interior

**SINGLE UNIT SQ FT AREA**

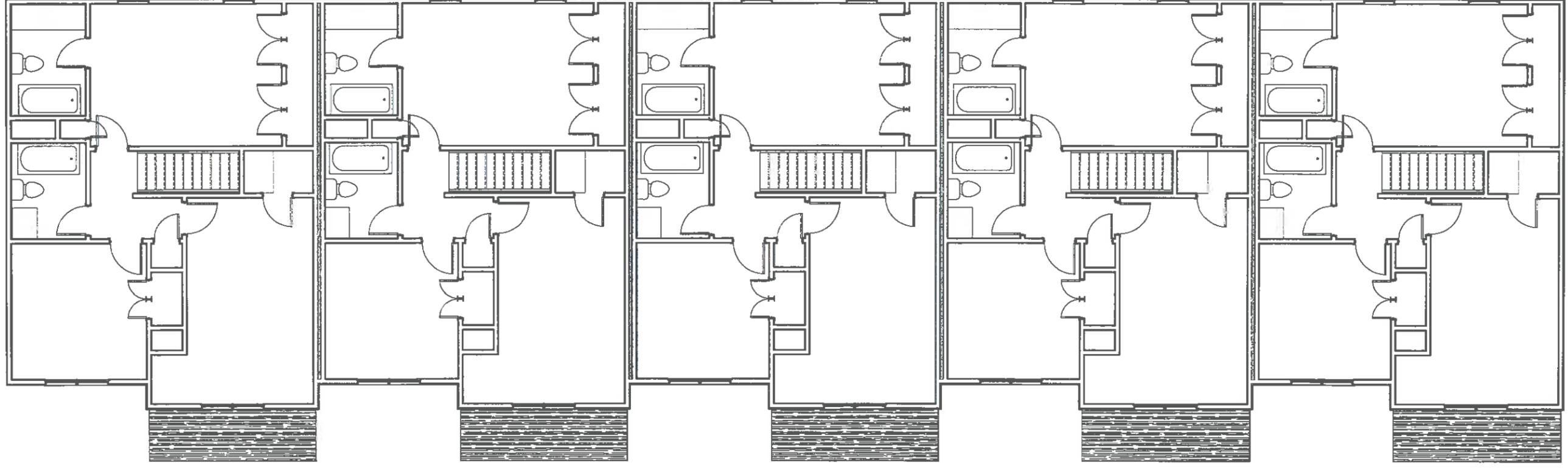
FIRST FLOOR FINISHED	588 SQ. FT.
SECOND FLOOR FINISHED	817 SQ. FT.
GARAGE	223 SQ. FT.

- Floor Plan Notes:**
- All walls are 2x4 studs unless otherwise noted
  - All ceiling heights shall be 8'-1 1/2" unless noted otherwise
  - kitchen layout is not exact. refer to layout from owner
  - Garage ceiling shall be fire rated gyp. board, UL #L501
  - See General Contractor for specific location of circuit breaker panel box
  - Verify Depth of second floor trusses with truss engineer. If depth differs from 1' 6" as shown in wall section, adjust stair risers accordingly.









① Level 2 - five unit  
1/4" = 1'-0"

SHEET TITLE  
**Second Floor - Five Unit**

SHEET  
**A104A**

DATE  
JOB NO.

Issue Date  
170500

**Baldwin Commons**  
Owner

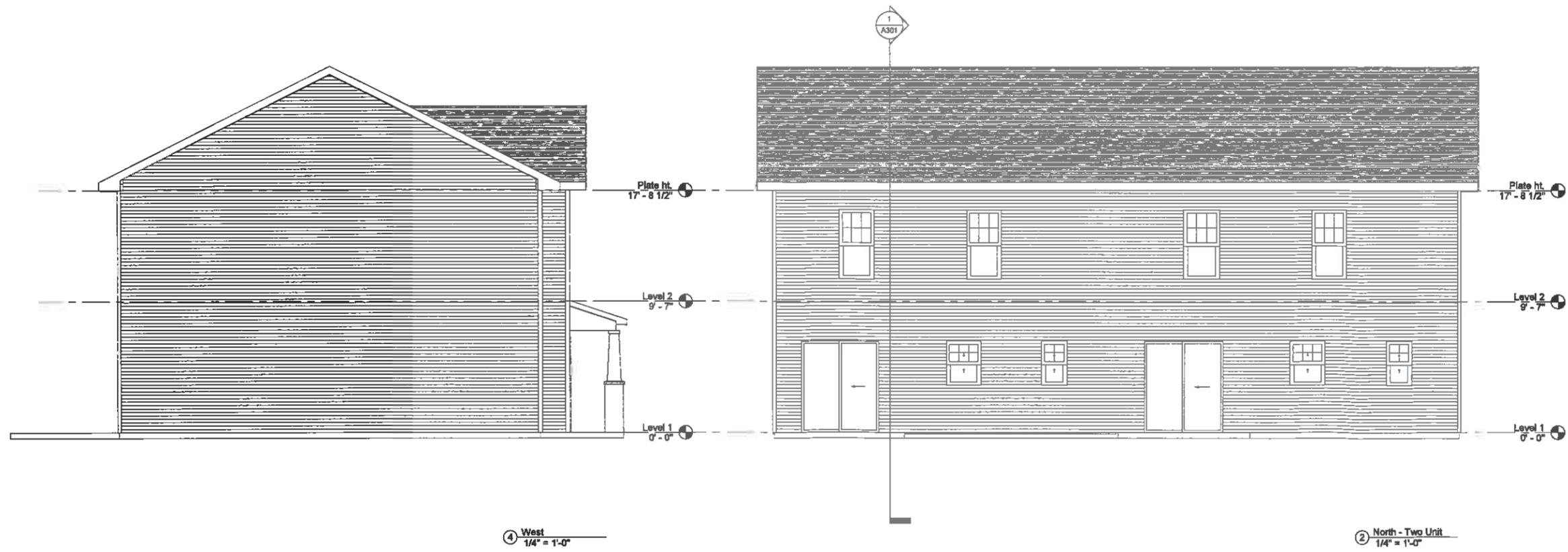
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Asheville, NC 28801  
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(813) 253-4565



REVISIONS



REVISIONS




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 Asheville, NC 28801  
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**Baldwin Commons**  
 Owner

SHEET TITLE  
**Elevations**

SHEET <b>A201</b>	DATE	Issue Date
	JOB NO.	170500



② North - Three Unit  
1/4" = 1'-0"



① South - Three Unit  
1/4" = 1'-0"

REVISIONS	

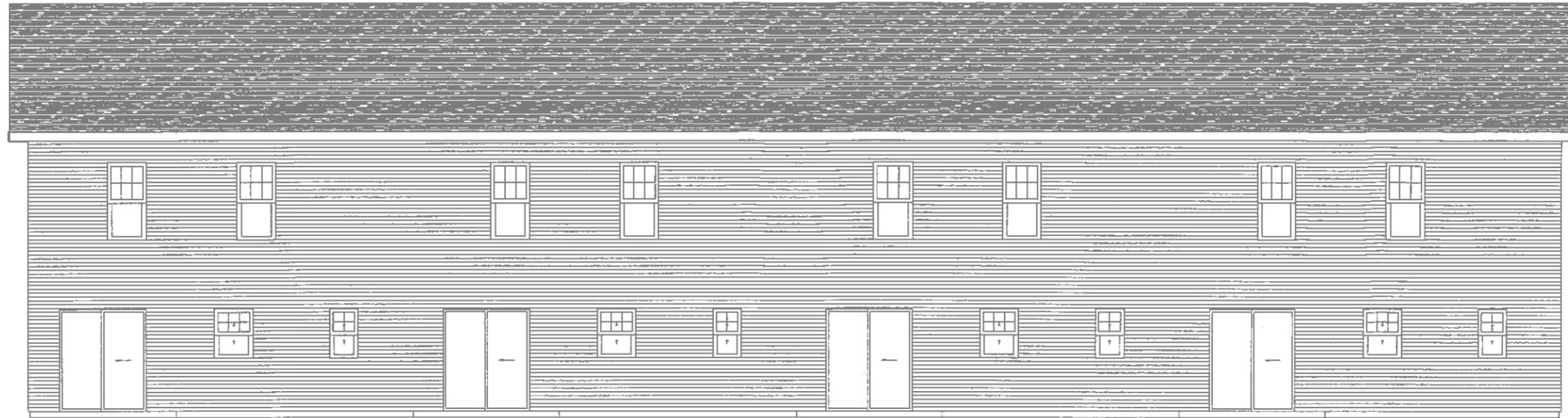


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Asheville, NC 28801  
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Owner

SHEET TITLE <b>Three Unit Elevations</b>	DATE	Issue Date
	JOB NO.	170500
SHEET <b>A202</b>		



② North - Four Unit  
1/4" = 1'-0"



① South - Four Unit  
1/4" = 1'-0"

REVISIONS	



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**Baldwin Commons**  
Owner

SHEET TITLE <b>Four Unit Elevations</b>	DATE	Issue Date
	JOB NO.	170500
SHEET <b>A203</b>		

Enter address here



① North - Five Unit  
1/4" = 1'-0"



② South - Five Unit  
1/4" = 1'-0"

REVISIONS	

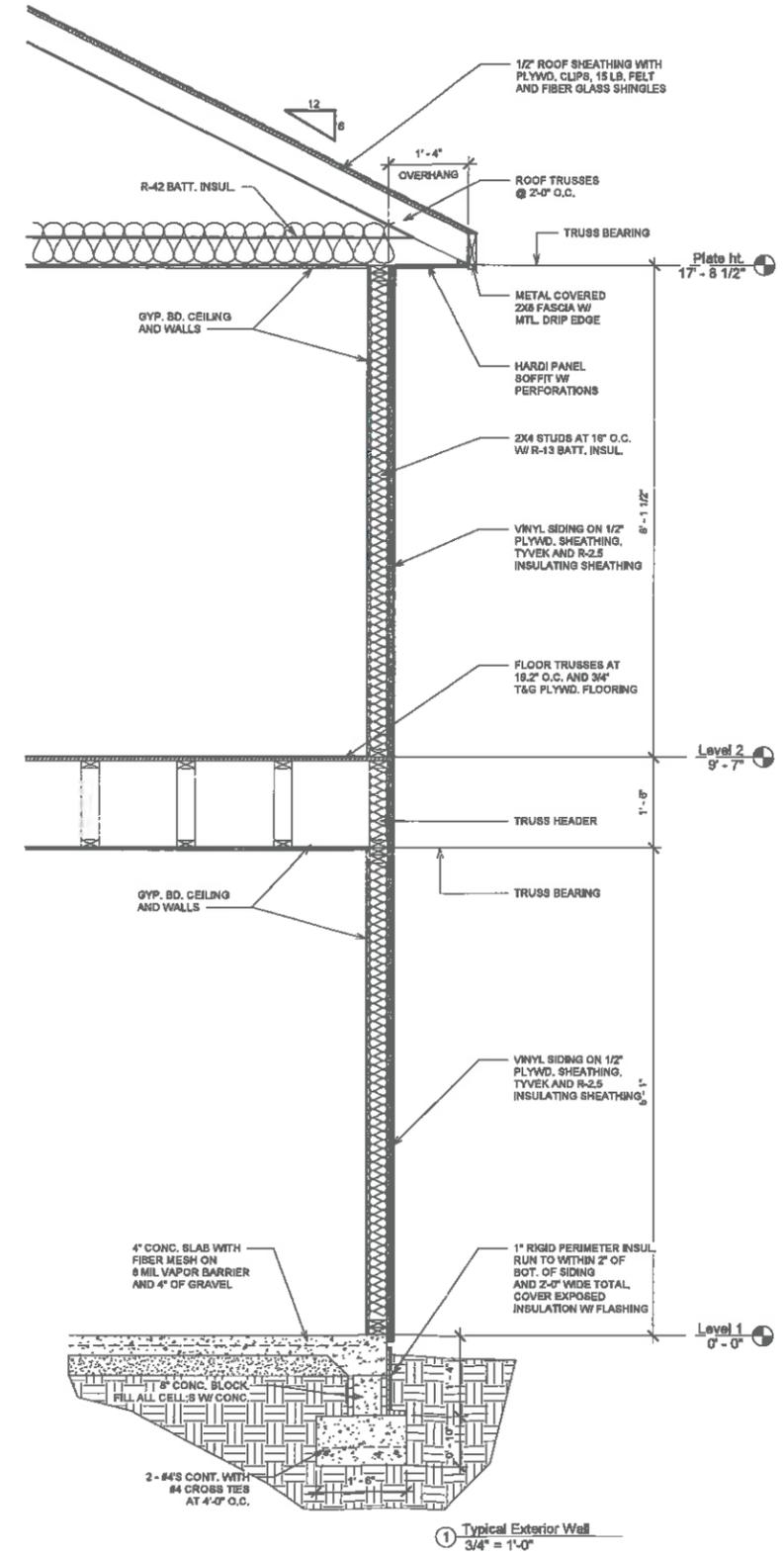
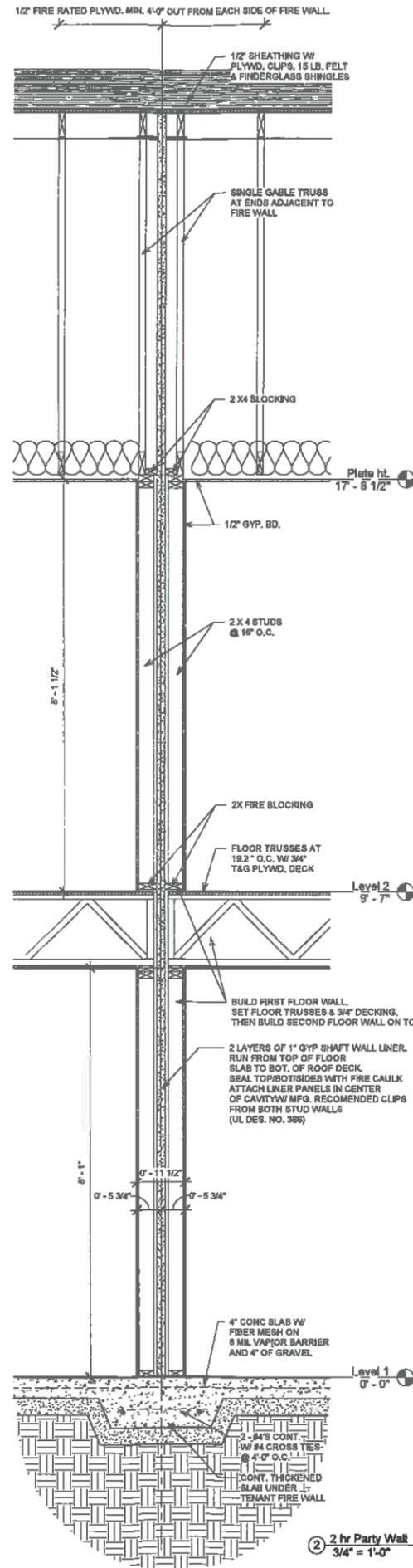


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**Baldwin Commons**  
Owner

SHEET TITLE <b>Five Unit Elevations</b>	DATE	Issue Date
	JOB NO. <b>A204</b>	170500



REVISIONS




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Asheville, NC 28801  
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(828) 253-4965

Baldwin Commons  
Owner

Wall Sections

SHEET	DATE	Issue Date	JOB NO.	170500
	A301			

Enter address here



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Water and Sewer Allocations**



# Metropolitan Sewerage District

of Buncombe County, North Carolina

## Allocation Approval

**This approval is not to be used to obtain a building permit  
and is for gravity sewer extension only.**

---

Applicant:	Warren Sugg	Date: 3/20/2018
Company:		
Mailing Address:	168 Patton Avenue, Asheville, NC 28801	
Phone:	828-252-5388 (Home)	
Project #:	2018082	
Project Name:	WEAVERVILLE TOWNHOMES-RENEWAL	
Project Location:	NORTHCREST ROAD (185)	
PIN:	9732-79-2660, 9733-70-0050, 9733-70-1422	

---

MSD of Buncombe County has approved your request for 15,900 GPD

The connection point (manhole #) will be 63-110157, 63-110146

The project will consist of (53) Townhomes

Your final approval is contingent upon compliance of the items below:

**A GRAVITY ONLY SEWER EXTENSION IS REQUIRED.** Please consult the Sewer Extension Manual for Developers on our website [www.msdbc.org](http://www.msdbc.org). If you still have questions after consulting the website please contact Kevin Johnson at (828)-254-9646.  
May require off-site easement/permission.

### Comments:

**Easement must be reviewed by MSD prior to recording. Easement, along with new sewer system will be conveyed to MSD at project closeout, prior to release of C.O.**

The North Carolina Department of Environmental Quality (NCDEQ) requires MSD to issue this approval based on line condition/capacity of the receiving sewer and remaining plant capacity.

This allocation approval will expire on **03/20/2019** if no construction has started.

If you have any questions, please contact MSD.

A blue ink signature of Kevin Johnson, written over a horizontal line.

Kevin Johnson  
MSD Planning and Development

TOWN OF WEAVERVILLE  
WATER DEPARTMENT

**APPLICATION FOR A COMMITMENT LETTER**

NAME OF APPLICANT Warren Sugg, P.E. PROJECT NAME: Weaverville Condo Project  
ADDRESS: 168 Patton Avenue LOCATION: 152 Monticello Road  
Asheville, NC 28801 Weaverville, NC 28787  
PHONE NO: 828-252-5388 PIN NO: 9733-70-0398; 9733-70-0050; 9732-79-2660  
ELEVATION: 2158

TYPE OF SERVICE:

- RESIDENTIAL  SINGLE FAMILY HOME  
 TWO FAMILY \_\_\_\_\_ NO. OF BUILDINGS  
 MULTI-FAMILY \_\_\_\_\_ NO. OF BUILDINGS  
 RESIDENTIAL SUBDIVISION 53 NO. OF LOTS
- COMMERCIAL  SINGLE COMMERCIAL BUILDING  
 UNIFIED BUSINESS DEVELOPMENT \_\_\_\_\_ NO. OF BUILDINGS \_\_\_\_\_ NO. OF UNITS
- INDUSTRIAL  SANITARY FACILITIES ONLY  
 SANITARY & INDUSTRIAL PROCESS WATER
- OTHER  FIRE SPRINKLER SYSTEM  
 IRRIGATION SYSTEM  
 \_\_\_\_\_

CAPACITY REQUESTED:

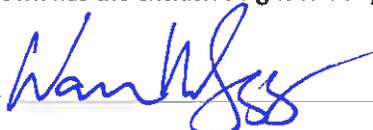
MAXIMUM GALLONS PER MINUTE 106 GPM  
MAXIMUM GALLONS PER DAY 21,200 GPD  
ANTICIPATED DATE OF SERVICE July 2018

PROJECT DESCRIPTION:

By way of attachment(s) provide as much information as possible about this project. At minimum, attach a copy of the county tax map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot elevation.

ACKNOWLEDGMENT:

I Warren Sugg, P.E. understand that the processing fee of \$35.00 paid herewith, is non-refundable and is to cover the costs of processing and investigating this request and that an additional commitment fee based on the size and number of connections is due upon approval. It is further understood that the town has the exclusive right to deny the request for any reason whatsoever.

SIGNATURE  DATE 3/26/18



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**List of Surrounding Property Owners &  
Photos of Surrounding Structures**



**Adjoining Property Owners**

PIN	Owner Name	Address			
973269661100000	YOUNG ROGER E;YOUNG KRISTINA	24 GILL BRANCH RD	WEAVERVILLE	NC	28787
973269786500000	KEENE JAMES H;KEENE HELEN P	9 GILL BRANCH RD	WEAVERVILLE	NC	28787
973269965500000	YOUNG LAWRENCE R;YOUNG REGINA D	16 GILL BRANCH RD	WEAVERVILLE	NC	28787
973279034700000	YOUNG ROGER E;YOUNG KRIS TINA	24 GILL BRANCH RD	WEAVERVILLE	NC	28787
973279337000000	YOUNG ROGER E;YOUNG KRISTINA	24 GILL BRANCH RD	WEAVERVILLE	NC	28787
973279635800000	DT RETAIL PROPERTIES LLC	500 VOLVO PKWY DEPT 300	CHESAPEAKE	VA	23320
973279807000000	HFW ENDEAVORS LLC	1600 Camden RD	Charlotte	NC	28203
973360350300000	ORVA LEE ROBERTS ET AL	900 Patton AVE	Asheville	NC	28806
973360490900000	ROBERTS DON L;ROBERTS ORVA L	900 Patton AVE	Asheville	NC	28806
973360801200000	PADILLA JOSE A	150 ALEXANDER RD	WEAVERVILLE	NC	28787
973360954600000	HFW ENDEAVORS LLC	1600 Camden RD	Charlotte	NC	28203
973370166900000	NICORYA INVESTMENTS LLC	PO BOX 605	WEAVERVILLE	NC	28787
973370278700000	RICE PHILLIP W;RICE JUDY A	87 OLD BURNSVILLE RD	WEAVERVILLE	NC	28787
973370606700000	WAL-MART REAL ESTATE BUSINESS TRUST	702 SW 8TH ST	BENTONVILLE	AR	72716

4 Northcrest Road



9 Gill Branch Road



13 Gill Branch Road



16 Gill Branch Road



22 Weaver View Circle - Hawthorne at Weaverville



24 Gill Branch Road



25 Northridge Commons Parkway - Walmart



31 Northridge Commons Parkway - Dollar Tree



34 Northcrest Road - Telco Community Credit Union



145 Monticello Road



148 Monticello Road





150 Alexander Road



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Staff Reports**



**Background:**

On November 13, 2017 the applicant appeared before the Zoning Board of Adjustment to amend an existing special use permit related to Northridge Commons. This action was necessary as one of the three subject parcels was subject to the aforementioned SUP. The amendment was achieved as the ZBA found that removing the parcel from the SUP would not create conflict with the further development of parcels found within Northridge Commons.

On January 2, 2018 an application appeared before the Planning and Zoning Board in an effort to consolidate the parcels into the R-12 zoning district where formally the parcels were zoned I-1, C-2, and R-3. Through a majority vote of the Board, a favorable recommendation was ultimately passed along to Town Council related to the rezoning.

On January 22, 2018 a public hearing was conducted before Town Council related to the rezoning application. I, along with Warren Sugg of Civil Design Concepts and owner Ken Jackson, appeared before Town Council to discuss the proposal. No member of the public offered comment. The rezoning passed via a unanimous vote of Town Council.

Also on January 22, 2018 the applicant achieved a waterline extension and allocation request for a multifamily residential complex consisting of fifty units via a unanimous vote of Town Council.

On April 16, 2018 the project appeared again before Town Council for their initial consideration of the conditional zoning district application and plans. Special note was made related to the increase of units from 50 to 53 and an amendment was achieved to the aforementioned waterline extension and allocation request reflective of this change. The conversation before Town Council related to the application and plans largely revolved around the sidewalks to be constructed in conjunction with the project as staff reported the applicants desire to appear before the Zoning Board of Adjustment in an attempt to achieve a waiver from sidewalk requirements as allowed by section 36-24. In short, this section requires that sidewalks shall be constructed along all street frontages of the lot(s) for which the development is proposed. A strict implementation of this requirement would mean that sidewalks are to be required along Gill Branch Road and Monticello Road as well as new roads constructed on the interior of the project. Town Council opinion was divided on this issue and staff and the applicant have agreed that the sidewalks will be dealt with legislatively during this conditional zoning district rezoning process.

**Application, Plans and Supporting Documents:**

(new language noted in red font)

During its review of the application, plans and supporting documents staff has found some corrective items related to same and are listed as follows. It is the opinion of staff that despite the referenced proposed revisions, the information before you for your consideration made requisite by municipal ordinance constitutes a complete and actionable application.

- Staff is proposing an update to the survey page to properly reflect the underlying zoning district in which the parcels are found as R-12. As the Board is aware, the parcels were formally zoned I-1, C-2 and R-3 and a rezoning was achieved in January to consolidate the parcels into the R-12 Zoning District, explaining why the survey as presented was showing the previous zoning districts.

May 1, 2018: Mr. Sugg noted that the proposed revision could be made related to the zoning of the parcels and suggested that said revisions would be made by the surveyor at such time as they could reach the matter.

May 22, 2018: Mr. Eller confirmed that the proposed revision to the survey had been made to reflect the zoning of all three parcels as R-12.

- Staff is proposing a revision to the Site Plan shown on sheet 201 related to the building data shown under development data. Said revision should better couple the building types listed under development data and building types shown on the plan.

May 1, 2018: Mr. Sugg noted the proposed revision would be made to properly label the building types shown on sheet 201.

May 22, 2018: Mr. Eller confirmed that the proposed revision had been made to better reflect the building types listed.

- Staff is proposing a revision to the Site Plan shown on sheet 201 adding the zoning of surrounding properties under Buncombe County jurisdiction. Zoning of parcels within the Town of Weaverville immediately to the east is shown.

May 1, 2018: Mr. Sugg noted the proposed revision would be made to show the zoning of all surrounding properties.

May 22, 2018: Mr. Eller confirmed that the proposed revision had been made to reflect the zoning of neighboring parcels within Buncombe County's jurisdiction.

- Staff is proposing a revision to the Site Plan shown on sheet 201 related to the five overflow parking places found on the south of the property. Said revision calls for showing the area immediately behind the parking places as striped for no parking due to a concern related to emergency vehicle access and turnaround. This may be achieved via no parking signs as the project comes to fruition but striping is preferred to be shown on plans.

May 1, 2018: Mr. Sugg noted that the proposed revision would be made to show a specific area as striped for no parking to ensure adequate emergency vehicle access and turnaround. Mr. Eller noted that he would facilitate a conversation with Mr. Sugg and Fire Marshal Davis to ensure that the area noted will qualify as an approved fire apparatus turnaround.

May 22, 2018: Mr. Eller confirmed that a specific area had been striped for no parking to ensure adequate emergency vehicle access and turnaround.

- Staff may be proposing a revision to the Water Plan shown on sheet 601 related to the creation of a looped water system for the project. It is my understanding that the applicant has been in contact with our Public Works Director related to this revision of the system shown and more content related to this conversation may be found in an additional staff report provided by the Public Works Department.

May 1, 2018: Mr. Sugg noted that he had spoken to Public Works Director Pennell regarding the proposed revision to the water plan to create a looped system for the project and that such conversations would continue to ensure that the water service provided to the properties would meet the qualifications of the Water Policy of the Town.

May 22, 2018: Mr. Eller confirmed that a revision had been made to the water plan on sheet 601 to create a looped water system to ensure adequate water service for the project at the direction of the Public Works Director.

- There are two documents called for by the application for a conditional zoning district which are not included in this packet of information. Those being an application for a Buncombe County stormwater permit and an NCDOT driveway permit. Though the application calls for these documents they are not required by ordinance and the applicant will acquire these documents through other authorities if required.

May 1, 2018: Mr. Eller noted the absence of the aforementioned documents which are called for by the application but not by ordinance and mentioned that the procurement of said documents would be through other authorities outside the purview of the Town.

#### **Table of Dimensional Requirements Compliance:**

As the Board is aware, the creation of a conditional zoning district is effectively the creation of a new zoning district. However, it has been my experience that the underlying zoning district and dimensional requirements found therein serve as a good foundation for beginning a review of a proposed project and plans. On May 16, 2016 Town Council, following a positive recommendation from the Planning and Zoning Board, implemented the new R-12 Zoning District to accommodate multifamily residential uses up to a density of 12 units per acre. With the creation of the R-12 Zoning District the Table of Dimensional Requirements was also amended to include the special requirements established for those

parcels found within the new district. The following is a comparative table listing the special requirements found for the R-12 Zoning District and those proposed by the Weaverville Townhomes project.

<b><u>Established by R-12</u></b>	<b><u>Proposed by CZD</u></b>
Units permitted based upon acreage: 101	Units Proposed: 53
Front setback: 30'	Front setback: 40'
Side setback: 25'	Side setback: 25'
Rear setback: 25'	Rear setback: 25'
Height: 45' and no more than 3 stories	Height: 30'
Buffering: N/A	Buffering: N/A

Based upon these listed criteria, it is the opinion of staff that the project is in compliance with the dimensional requirements established just shy of two years ago for the R-12 Zoning District.

**Proposed Items for the Board’s Consideration Related to the Creation of a Conditional Zoning District for the Weaverville Townhomes Project:**

(new language noted in red font)

Site Visit:

Should the Board deem it useful, staff is willing to organize and advertise a special called meeting for the purpose of a site visit to the subject properties.

May 1, 2018: Staff proposed a special called meeting of the Board for the purpose of conducting a site visit to the subject property. Consensus was gained that should members of the Board wish to visit the property they would do so individually or in pairs and that no special called meeting of the Board for this purpose is necessary. Consensus was also gained that the applicant would stake certain features on the property accommodate the review of the Board.

May 22, 2018: Mr. Jackson confirmed that certain features had been staked by the surveyor on the property at the request of the Board for their proposed site visit.

Sidewalks:

As previously mentioned, sidewalks are traditionally required for all new multifamily residential development. In this particular instance there exists no connectivity to the proposed project and neighboring commercial development. Could the applicant in conjunction with Walmart create such a connection along Northcrest Road? Could pedestrian access be achieved by exiting overflow parking

areas bordering Walmart and navigating the slope down to the side parking lots present for existing commercial development? A councilman did note during the aforementioned initial review that there will be pedestrian traffic to existing commercial development whether sidewalks are present or not. Internal sidewalks are shown on the site plan.

May 1, 2018: Consensus was gained that a revision would be made to the sidewalk configuration shown inclusive of features which could ease connectivity with future development in the area. Said revision will be shown on subsequent versions of the plan.

May 22, 2018: Mr. Eller confirmed that the sidewalk configuration had been changed at the request of the Board to provide access to neighboring and future development. Additionally, the Board made a request that two more crosswalks be added to the plan in the vicinity of the intersections road A and road B; and road B and Gill Branch Road.

#### Fencing:

Language specific to the conditional zoning district which created Weaver Village prohibited bare metal fencing and required a fence, four feet in height to be installed along the top of a retaining wall shown on the plans. Areas which may benefit from fencing can be considered.

May 1, 2018: Consensus was gained that fencing would be installed at the top of retaining walls shown to ensure the safety of the eventual inhabitants of the project.

May 22, 2018: Mr. Eller proposed the following language to be included in the CZD ordinance related to fencing along retaining walls and consensus was gained for same.

*Safety barrier required: The installation of fencing shall be required at the top level of a retaining wall or retaining wall system in order to deter unsafe activities near the edge of the wall. Fencing at a minimum shall be four feet tall, and shall consist of a chain-link or a solid visual barrier fence. Installation of a guardrail shall also be required where vehicular traffic will be within ten feet of the edge of the top level of the retaining wall.*

#### Buffering:

Buffering within the underlying zoning districts would not be required as the onus is placed on new commercial and industrial uses to buffer themselves from residential development. Here we have the order reversed but there may be some desire or need for buffering to be installed.

May 1, 2018: Consensus was gained that no buffering would be required where this project abuts existing commercial establishments due to the topography found on site.

Restricting Pedestrian Access:

As it related to the Fairfield Inn special use permit, there was a strong desire to segregate via fencing the hotel parcel from neighboring residential parcels along Alexander Road.

May 1, 2018: Consensus was gained that no restriction of pedestrian access would be desired between the project and existing commercial establishments.

Restricting Vehicular Access:

A concern has been raised at a previous meeting of the Planning and Zoning Board about the vehicular connectivity of the subject parcels and Walmart. Language specific to the conditional zoning district which created Weaver Village established a non-development easement around the portions of the project which bordered neighboring residential uses. The purpose of this easement was two fold in that it ensured the project would not expand beyond the scope of the development shown and prohibiting interconnectivity with any future development.

May 1, 2018: Consensus was gained that no restriction of vehicular access would be desired between the project and existing commercial establishments.

Construction and Finishing Materials:

Language specific to the conditional zoning district which created Weaver Village establishes specific construction finishing materials to be used in order to achieve a certain look and style. Said materials include stone, wood timbers, brick, stucco, cement siding and cedar shake shingles. It should be noted that these very same materials were the subject of an appeal of an administrative decision before the Zoning Board of Adjustment. It should also be noted, especially in quick succession from the conversation related to accessory structures, that State statute will not allow a jurisdiction to legislate the appearance of residential structures in most instances. Conditional zoning districts are one of the occasions where it is permissible to legislate design standards.

May 1, 2018: Topic to be considered at the May 22 special called meeting of the Board.

May 22, 2018: Mr. Jackson gave a presentation on the construction and finishing materials complete with samples of same including the following: 30 year architectural style roof shingles; rock on the two columns for each unit projecting approximately half the length of the column; alternating colors to prevent complete conformity with each unit; hardy plank and pressed paper dipped in cement to be used as siding; shutters to be used on windows; and dog eared shadow box fencing which may be used to convert common area behind each unit to convert common area into private area under private maintenance.

Mr. Eller noted to Mr. Sugg that notes on the architectural renderings and elevations should be revised to reflect the aforementioned presentation. Mr. Jackson noted that said plans would also be revised to reflect the change in name from Baldwin Commons, a sister project elsewhere in Buncombe County, to Northridge Commons.

Mr. Jackson noted that he would also be updating the covenants, conditions and restrictions from Baldwin Commons to reflect Northridge Commons for the Board's review. Ms. Jackson noted that the CCR's would need to be submitted to staff by May 29 for inclusion in the next packet of information distributed to the Board.

Overflow Parking:

Parking has been provided in excess of what the ordinance requires which is two spaces per dwelling. 37 additional spaces are shown as provided overflow parking. This number is subject to change should the Board find it necessary.

May 1, 2018: Consensus was gained that the proposed overflow parking provided was adequate to serve the project.

Curb Design:

The curb design shown in detail on the site plan calls for a valley curb. For reference, Creekside Village is another development which has installed this particular type of curb. While there are some positives to this design, one drawback that I have encountered within the aforementioned development is people parking on the sidewalks. Perhaps this will subside as the development comes to completion and the ratio of overflow parking provided by this project vastly exceeds that provided by Creekside Village. Plus, the sidewalk in the proposed development will be private as the roads are shown to be private.

May 1, 2018: Consensus was gained that the desired valley curb design would not be detrimental to the project due to the amount of overflow parking spaces provided.

Procedures for Plat Approval and Recordation:

Completion of infrastructure?

Who approves?

Some combination of the Town Attorney and myself will be sharing with you our experience related to some difficulties encountered in approving and recording plats which have been exempted from the subdivision review process for your consideration.

May 1, 2018: Topic to be considered at the May 22 special called meeting of the Board.

May 22, 2018: Mr. Eller and Ms. Jackson noted to the Board that Mr. Jackson has proposed single phase completion of infrastructure and therefore the procedure for plat approval and recordation would be simplified. Ms. Jackson proposed a note to be transcribed to the CZD ordinance which would treat the plans recommended by the Board to Council as preliminary and that once the infrastructure was completed the final plat would be submitted to staff for review, the Board for review and recommendation and to Council for approval.

Completion of Construction:

Ordinance calls for the completion of construction within 730 days upon obtainment of the necessary permits based upon the size of the project and the ability for Town Council to grant an additional 180 days for good cause shown. Given that the project is shown as single phase construction with an anticipated completion in 24 months, does there need to be some additional time built in?

May 1, 2018: Consensus was gained that ordinance calls for the completion of construction within two years and that due to the size of the project, this timeframe may not be reasonable.

May 22, 2018: Mr. Jackson explained to the Board his experience with sister projects as it relates to the timing and completion of construction. Of note was a proposed six month process for site preparation and infrastructure completion; lack of quality subcontractors due to the volume of construction in the area; and phased financing which only permitted three building under simultaneous construction and the beginning of additional building once fifty percent of preceding units were under contract.

*Mr. Warren motioned to include language related to a 42 month time frame for completion of construction with a six month extension which may be granted by Town Council. Mr. Chase seconded and all voted unanimously.*

Outdoor Lighting:

A specific reference to the outdoor lighting standards has been made in a couple special use permits established by the Zoning Board of Adjustment. I think it would be practical to include the same language related to this project.

May 1, 2018: Consensus was gained that certain aspects of the outdoor lighting ordinance should be incorporated in the ordinance establishing the conditional zoning district.

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Sec. 36-84. - Conditional zoning district.

- (a) *Intent.* The CZD-conditional zoning districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the general district has insufficient standards to mitigate the site-specific impact on surrounding area.
- (b) *Use permitted.* The uses which may be considered for a conditional zoning district shall be established on an individual basis, at the request of the property owner, according to the procedures of section 36-83(d). Zoning of a conditional zoning district is not intended for the securing of early or speculative reclassification of property. It is expected that, in most cases, a general district will appropriately regulate site-specific impact of permitted use and structures on surrounding areas.
- (c) *Definition of conditional zoning district.* For purpose of this section, a "conditional zoning district" shall be defined as a zoning district in which the development and use of the property included in the district is subject to predetermined ordinance standards and the rules, regulations, and conditions imposed as part of the legislative decision creating the district and applying it to the particular property. If the property use is ever proposed to be changed from the original approved plan, then the new proposed use and plan must be resubmitted for approved by the town council.
- (d) *Petition of request.* Property may be rezoned to a conditional zoning district only in response to and consistent with a petition of the owners, or agents of the owners of all of the property to be included in the district and shall be accompanied by an official petition, a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:
  - (1) A petition for a conditional zoning district must include a site plan and supporting information that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined ordinance requirements, will govern the development and use of the property;
  - (2) A boundary survey and vicinity map showing the property's total acreage, current zoning classification(s) general location in relation to major streets, date and north arrow;
  - (3) Existing topography on the site and within 300 feet of the boundary of the site, and the general nature of the proposed topography contours shown at a maximum of five feet;
  - (4) All existing easements, reservations, rights-of-way, and any other valid restrictions on the use of the land;
  - (5) The number and general location of all proposed structures;
  - (6) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;
  - (7) All yards, buffers, screening, and landscaping required by the town code;
  - (8) All existing and proposed points of access to public streets and the locations of proposed new streets;
  - (9) Delineation of areas within the floodplain;
  - (10) Proposed number and location of the signs;
  - (11) Proposed phasing, if any, and the approximate completion time for the project;
  - (12) The location of existing and proposed storm drainage patterns and facilities intended to serve the development;
  - (13) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;
  - (14) A list of adjoining properties including county tax parcel numbers and the name and address of each owner, provided in digital form;
  - (15) The location of significant trees on the petitioned property;
  - (16) The scale of buildings relative to adjoining properties, including sight lines;

- (17) Information on the height of all proposed structures;
  - (18) Exterior features of all of the proposed development;
  - (19) Any supporting text shall constitute part of the petition.
- (e) *Time limits.* A time limit of 240 calendar days for securing applicable permits in order to construct the project and 365 calendar days thereafter for completion of the project; provided, however, the town council may approve up to an additional 365 calendar days for completion of the project, for good cause shown. In the event that the project involves more than three acres and/or more than 15,000 thousand square feet, the time period for securing applicable permits for the project shall be 365 calendar days and the time period for completion of the project shall be 730 calendar days thereafter; provided, however, the town council may approve up to an additional 180 calendar days for completion of the project, for good cause shown. Conditional zoning district projects that have approved detailed plans and have secured applicable permits for start of construction as of May 1, 2009, but on which there has not been a start of construction, will have an additional 12 months to be added to the construction time limits in this subsection from the date of approval of the detailed plans for the completion of the project.
- (f) *Minor modifications.* Minor modifications to a project shall be submitted to the zoning administrator for review. No building permit for the proposed development or any part thereof shall be issued until the zoning administrator has determined that the pertinent detailed plans are in accordance with the application and general plans as approved by the town council.
- (g) *Future variance request.* Property zoned CZD will not be able to apply for a variance on the approved project.
- (h) *Maintaining the zoning district.* CZD is a change in the zoning district and therefore is maintained after the sale of the property. If the property owner wishes to change the approved CZD plan, the property owner must reapply with the town council for a zoning change.
- (i) *Guarantee of conditions.* At the discretion of the town council, the council may require the property owner to guarantee the performance or completion of conditions included in the approved conditional zoning plan. Such guarantee may be in the form of:
- (1) A surety performance bond made by a surety bonding company licensed and authorized to do business in the state;
  - (2) A bond of the developer with an assignment to the town of a certificate of deposit as security for the bond;
  - (3) A bond of the developer secured by an official bank check drawn in favor of the town and deposited with the town clerk;
  - (4) Cash or an irrevocable letter of credit; or
  - (5) A bank escrow account whereby the developer deposits cash, a note, a bond or some other instrument readily convertible into cash for a specific face value, with a federally insured financial institution in an account payable to the town. The amount of the guarantee shall be determined by the town council.
- (j) *District approval.* If a petition for a conditional zoning is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to such district category, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district. Each conditional zoning district will be given a special number, distinguishing such district from another zoning district.
- (k) *Planning and zoning review.* All conditional zoning shall require that the request be submitted to the town planning and zoning board to determine if approvals of such plans are made in consideration of identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents. A statement analyzing the reasonableness of the proposed rezoning shall be

prepared by the town planning and zoning board for each petition for a rezoning to a conditional zoning district and submitted to the town council for final action on the request.

- (l) *Public involvement.* Before a public hearing may be held by the town council on a petition for a conditional zoning the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review.

Notice of such a public hearing shall be given to all the property owners within 200 feet of the property boundaries and in accordance with the provisions of G.S. 160A-364.

- (m) *Judicial review.* Conditional zoning district decisions under this section are a legislative process and not subject to judicial review.

In the event of noncompliance by a property owner or any subsequent resale or lease of a property for use other than that stipulated in the original CZD approval, the property owner would be in violation of the town zoning ordinance.

- (n) *Approval procedures.* Except as specifically modified by this section, the procedures to be followed by the town council in reviewing, granting, or denying any petition for conditional zoning shall be the same as those established for general use district zoning petitions under G.S. Ch. 160A, Art. 19. Each ordinance adopted by town council which establishes a conditional zoning district within the Town of Weaverville is hereby incorporated into this chapter as a separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.

Warren,

Phillip Turbyfill, Water Maintenance Supervisor, and I have completed our review of your water line plans for Weaverville Townhomes dated 4/2/18. Our comments are described below.

1. The point of connection should be revised to begin at the southern valve near Northcrest Road along Monticello Road. You have shown your line connecting at the valve for the existing fire hydrant.
2. Please show any air-release valves and blow-off valves, if needed.
3. Due to the number of paired Siamese connections for the townhomes (shown as a single 1" line to a pair of 5/8" meters), we will require an 8" line in lieu of the 6" line shown to ensure adequate pressure and flow.
4. Where possible within our water system, we recommend a looped system to serve developments. In your case, this would normally mean a loop that would extend from behind Unit #38 to and along Gill Branch Road to Monticello Road, then crossing Monticello to the 12" line on the west side. However, this would not provide a true loop in the event that the 12" line in Northcrest Road is out of service and cannot provide service to the Monticello Road 12" line. Therefore, we will require that you extend the 8" line that currently is shown as ending near Unit #53, running down the slope parallel to the proposed sewer line, and connect to the existing 8" line behind Wal-Mart and Dollar Tree. This existing 8" line is served independent of the 12" line in Northcrest Road through multiple loops around Lowes, Steak & Shake, and both in front of and behind Wal-Mart; thus a break in service on the 12" Northcrest Road line could be isolated and flow passed thru the 8" line to your development as well as to Monticello Road until service on the 12" line is restored.
5. Provide a stub out (approximately 20') from the end of your line behind Unit #38 to the right-of-way of Gill Branch Road.
6. We need detail sheets, profiles and stationing, general water notes (see attached), material lists, etc. in order to complete our review.

Please review these comments and feel free to call or email with any questions.

Thanks, and have a good weekend.

**Dale Pennell, PE, PLS**  
**Public Works Director**  
**Town of Weaverville**  
**15 Quarry Road**  
**Weaverville, NC 28787**  
**828-645-0606 Office**  
**828-231-7050 Cell**

## TOWN OF WEAVERVILLE WATER NOTES

1. A PRECONSTRUCTION MEETING IS REQUIRED NO EARLIER THAN 4 WEEKS AND NO LATER THAN 2 WEEKS PRIOR TO BEGINNING CONSTRUCTION. AN ON SITE MEETING IS ALSO REQUIRED PRIOR TO BREAKING GROUND. REPRESENTITIVES FROM ALL PARTIES MUST ATTEND EACH MEETING. ATTENDEES SHALL INCLUDE OWNER/DEVELOPER, UTILITY CONTRACTOR AND UTILITY CONTRACTOR FORMAN ASSIGNED TO SAID LINE INSTALLATION, DESIGN ENGINEER/FIELD INSPECTOR FOR THE DEVELOPER AND WEAVERVILLE WATER DISTRIBUTION SUPERINTENDENT OR ENGINEER/INSPECTOR ASSIGNED TO THIS PROJECT BY THE TOWN OF WEAVERVILLE.
2. MATERIALS AND INSTALLATION OF WATER LINES SHALL CONFORM TO THE TOWN OF WEAVERVILLE "STANDARD DETAILS FOR CONSTRUCTION", THE PROVISIONS OF WEAVERVILLE TOWN CODE AND CURRENT DESIGN GUIDELINES UNDER THE INSPECTION OF THE TOWN OF WEAVERVILLE AND SHALL BE INSTALLED BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR.
3. A TWENTY (20) FOOT PERMANENT EASEMENT IS REQUIRED FOR ALL WATERLINES NOT LOCATED WITHIN NCDOT RIGHT-OF-WAYS. WATERLINES SHALL BE LOCATED IN THE CENTER OF SAID EASEMENT. SAID RIGHT-OF-WAY AND THE WATERLINES CONSTRUCTED THEREIN SHALL BE CONVEYED TO THE TOWN OF WEAVERVILLE. EASEMENT SHALL EXTEND 10' BEYOND END OF LINE.
4. MAINTAIN 10' MINIMUM HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION BETWEEN WATER LINE AND SANITARY SEWER LINES. IN THE CASE THESE SEPARATIONS CANNOT BE MAINTAINED, SEWER LINES SHALL BE DUCTILE IRON. SEWER LINES SHALL BE DUCTILE IRON FOR A LENGTH OF 10' FROM THE POINT OF INTERSECTION WITH WATER LINE.
5. MAINTAIN MINIMUM 18" CLEARANCE BETWEEN WATER LINE AND STORM DRAINAGE FOR 90 DEGREE (APPROX.) CROSSINGS AND A MINIMUM OF 24" WHERE WATER LINE PARALLELS STORM DRAINAGE PIPES, CATCH BASINS OR MANHOLES. WATERLINE BURY DEPTH IS 3' (36 inches).
6. ALL INLINE VALVES, VALVES AT TEES, REDUCERS AND BLOWOFF SHALL BE INSTALLED WITH DEADMAN RESTRAINT IN ACCORDANCE WITH STANDARD DETAIL W-5 and W14.
7. ALL MECHANICAL JOINT FITTINGS SHALL BE EQUIPPED WITH MECHANICAL JOINT RESTRAINTS IN ADDITION TO THRUST BLOCKING AND RODDING SHOWN ON THE DETAILS.
8. ALL BRASS FITTINGS MUST BE CERTIFIED LEAD FREE
9. MAINTAIN 5' SEPERATION BETWEEN WATER LINES AND OTHER UTILITIES/POLES.
10. WATER METERS SHALL BE LOCATED WITHIN 5' (five feet) OF EDGE OF PAVEMENT.

11. WATER FOR TESTING, FLUSHING AND DISINFECTION WILL BE PROVIDED AT THE "POINT OF CONNECTION" ONLY THROUGH AN APPROVED BACKFLOW PREVENTION DEVICE AND UNDER THE DIRECT SUPERVISION OF THE TOWN. NO PERMANENT TIE-IN CONNECTION WITH THE TOWN'S EXISTING SYSTEM WILL BE PERMITTED UNTIL THE NEW WATER LINES HAVE BEEN FLUSHED, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE REQUIREMENTS CONTAINED HEREIN.
12. PRIOR TO DISINFECTION (CHLORINATION), ALL NEW WATER LINES SHALL BE FILLED TO ELIMINATE ALL AIR POCKETS AND THEN FLUSHED AT A MINIMUM VELOCITY OF 2.5 Ft/Sec TO REMOVE ALL CONTAMINANTS. THE REQUIRED BACKFLOW PREVENTION DEVICE AT THE "POINT OF CONNECTION" SHALL BE OF SUFFICIENT SIZE TO ALLOW ADEQUATE FLOW FOR FLUSHING.
13. AFTER FILLING AND FLUSHING AS OUTLINED IN 7 ABOVE THE NEW WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH THE TESTING PROCEDURES OUTLINED IN THE TOWN OF WEAVERVILLE STANDARD DETAILS FOR CONSTRUCTION.
14. AFTER FLUSHING AND PRESSURE TESTING, THE NEW WATER LINES SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651 BY THE "CONTINUOUS-FEED METHOD" OUTLINED IN C651 SECTION 4.4.3. CHLORINE GRANULES OR TABLETS PLACED IN THE LINE DURING CONSTRUCTION WILL NOT BE CONSIDERED AS ADEQUATE DISINFECTION UNDER THIS METHOD.
15. AFTER DISINFECTION, FINAL FLUSHING SHALL BE COMPLETED IN ACCORDANCE WITH AWWA C651 SECTION 4.5. AFTER FINAL FLUSHING BACTERIOLOGICAL SAMPLES MUST BE COLLECTED AND SUBMITTED TO A NC CERTIFIED LABORATORY FOR ANALYSIS. THE FINAL TIE- IN AT THE POINT OF CONNECTION AND ANY ADDITIONAL TIE-INS TO THE TOWN'S EXISTING WATER SYSTEM, WILL BE ALLOWED ONLY AFTER COMPLETION OF ALL TESTING, DISINFECTION, AND SAMPLING AND WILL BE MADE ONLY UNDER THE DIRECT SUPERVISION OF THE TOWN.
16. TREES SHALL NOT BE PLANTED WITHIN THE DESIGNATED EASEMENT AREA.

**From:** Warren Sugg  
**To:** [James W. Eller](mailto:James.W.Eller)  
**Subject:** FW: Weaverville Townhomes  
**Date:** Monday, May 14, 2018 9:10:21 AM  
**Attachments:** [image002.png](#)

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Good morning James,  
See below from Kile granting his approval of the plan revision that we have shown.

Thanks.

**Warren M. Sugg, PE**  
(828) 252-5388  
168 Patton Avenue Asheville, NC 28801  
[www.cdcgo.com](http://www.cdcgo.com)



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**From:** Kile Davis <[kdavis@weavervillefd.org](mailto:kdavis@weavervillefd.org)>  
**Sent:** Friday, May 11, 2018 5:02 PM  
**To:** Warren Sugg <[wsugg@cdcgo.com](mailto:wsugg@cdcgo.com)>  
**Subject:** Weaverville Townhomes

Mr. Sugg,

I have reviewed your revisions for the Weaverville Townhomes and I am satisfied with the current proposal. Per our conversation. I think the low drivable curb will take care of the issue. Let me know if I can be of further assistance. Have a good evening.

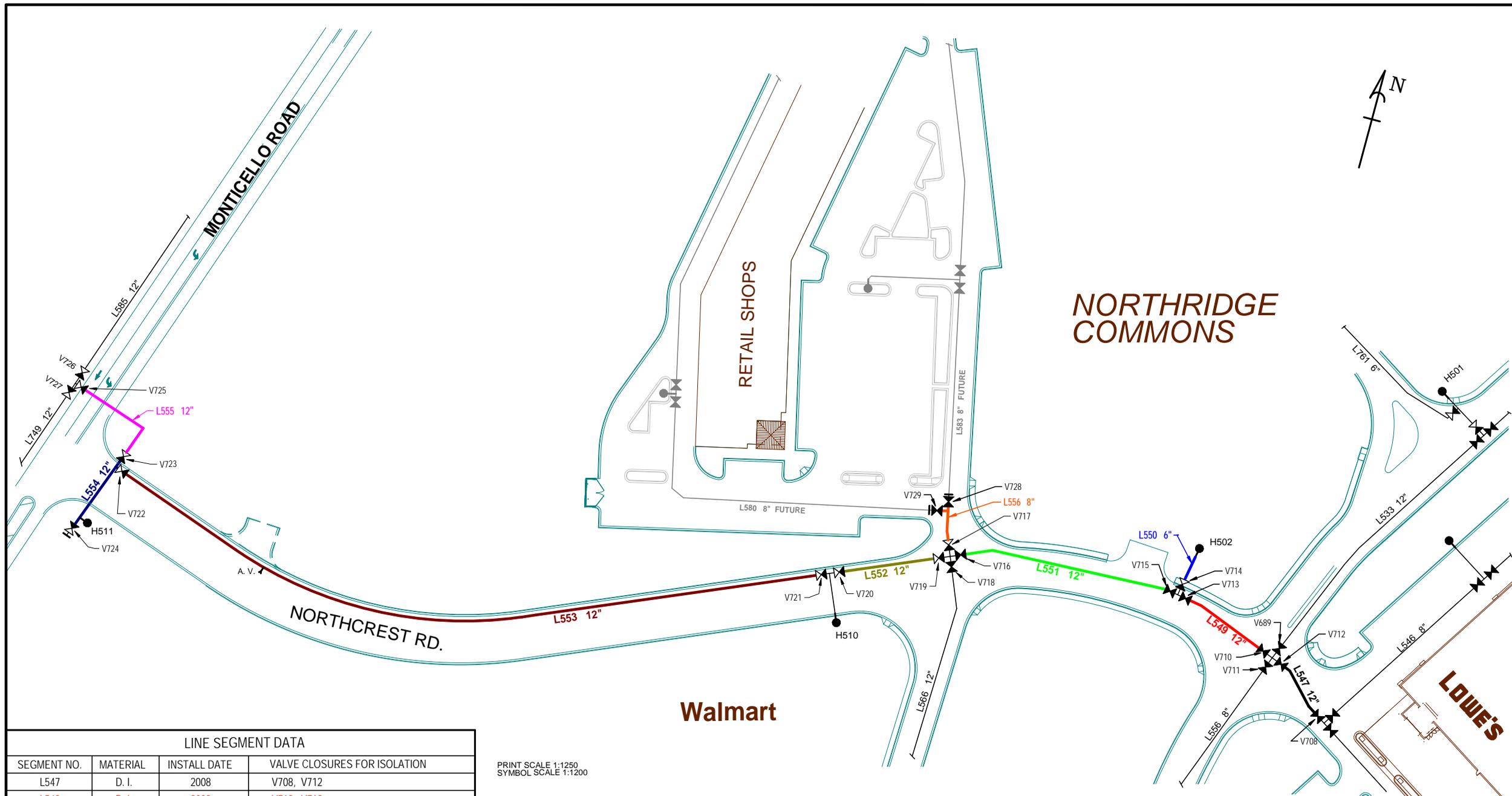
***Kile R. Davis***  
***Fire Marshal***  
***Weaverville Fire Department***  
PO Box 338/3 Monticello Rd.  
Weaverville, NC 28787  
(828)484-7033 Office  
(828)231-4209 Cell  
(828)658-9868 Fax  
[kdavis@weavervillefd.org](mailto:kdavis@weavervillefd.org)





**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Waterline Segment Drawings**



LINE SEGMENT DATA			
SEGMENT NO.	MATERIAL	INSTALL DATE	VALVE CLOSURES FOR ISOLATION
L547	D. I.	2008	V708, V712
L548	D. I.	2008	V710, V713
L549	D. I.	2008	V714
L550	D. I.	2008	V715, V716
L551	D. I.	2008	V719, V720
L552	D. I.	2008	V721, V722
L553	D. I.	2008	V722, V723
L554	D. I.	2009	V723, V725
L555	D. I.	2008	V717

PRINT SCALE 1:1250  
SYMBOL SCALE 1:1200

- LEGEND**
- VALVE - FLOW IN BOTH DIRECTIONS
  - VALVE - FLOW IN DIRECTION OF ARROW
  - REDUCER
  - FIRE HYDRANT - AUXILIARY VALVE NOT SHOWN

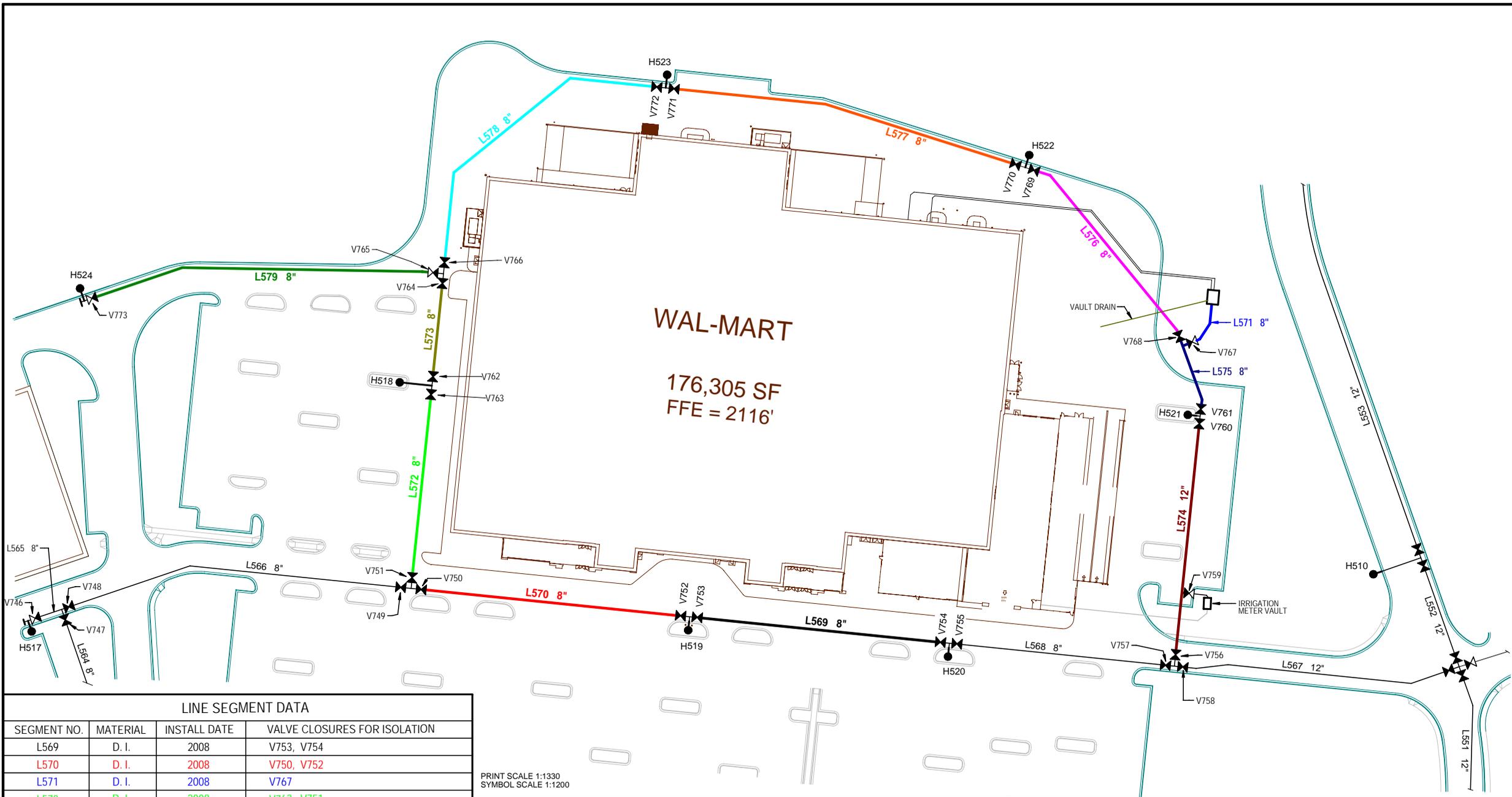
**WEAVERVILLE WATER DEPARTMENT**

**WATERLINE SEGMENT MAP**

DATE: 11/12/2013      SCALE: NONE

DRAWN BY: L. T. SPRINKLE

SEGMENT NO.  
**L547 - L555**



LINE SEGMENT DATA

SEGMENT NO.	MATERIAL	INSTALL DATE	VALVE CLOSURES FOR ISOLATION
L569	D. I.	2008	V753, V754
L570	D. I.	2008	V750, V752
L571	D. I.	2008	V767
L572	D. I.	2008	V763, V751
L573	D. I.	2008	V764, V762
L574	D. I.	2008	V760, V756
L575	D. I.	2008	V768, V761
L576	D. I.	2008	V769, V768
L577	D. I.	2008	V771, V770
L578	D. I.	2008	V772, V766
L579	D. I.	2008	V765

PRINT SCALE 1:1330  
SYMBOL SCALE 1:1200

LEGEND

- VALVE - FLOW IN BOTH DIRECTIONS
- VALVE - FLOW IN DIRECTION OF ARROW
- REDUCER
- FIRE HYDRANT - AUXILIARY VALVE NOT SHOWN

WEAVERVILLE WATER DEPARTMENT

WATERLINE SEGMENT MAP

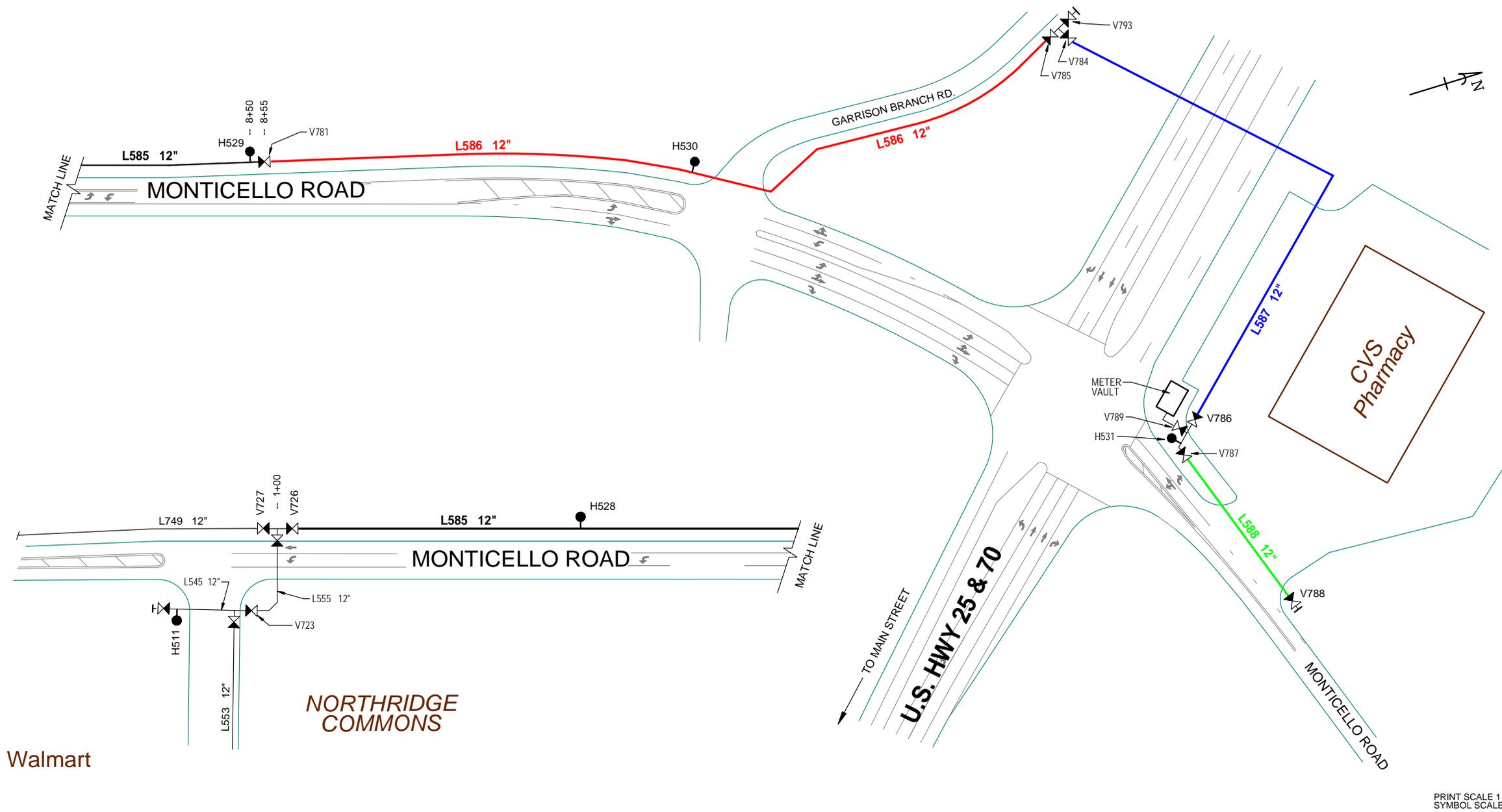
DATE: 01/30/2009

SCALE: NONE

DRAWN BY: L. T. SPRINKLE

SEGMENT NO.

L569 - L579



Walmart

NORTHRIDGE COMMONS

CVS Pharmacy



PRINT SCALE 1 : 1400  
SYMBOL SCALE 1 : 1400

LINE SEGMENT DATA			
SEGMENT NO.	MATERIAL	INSTALL DATE	VALVE CLOSURES FOR ISOLATION
L585	D. I.	2009	V726, V781
L586	D. I.	2009	V781, V785
L517	D. I.	2009	V784, V786
L588	D. I.	2009	V787
L589			LINE NO. RESERVED

- LEGEND
- VALVE - FLOW IN BOTH DIRECTIONS
  - VALVE - FLOW IN DIRECTION OF ARROW
  - REDUCER
  - FIRE HYDRANT - AUXILIARY VALVE NOT SHOWN

**WEAVERVILLE WATER DEPARTMENT**

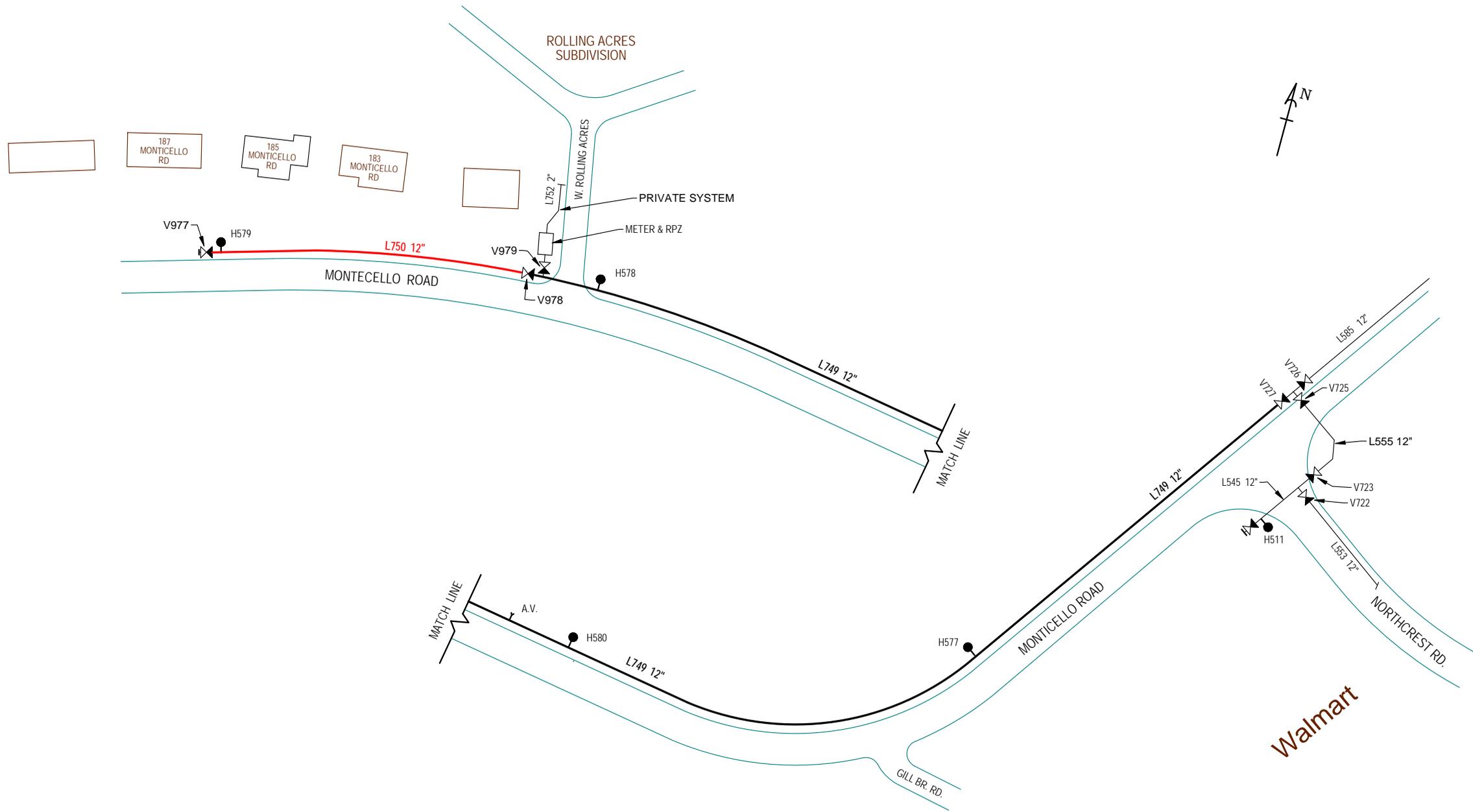
**WATERLINE SEGMENT MAP**

DATE: 11/12/2013      SCALE: NONE

DRAWN BY: L. T. SPRINKLE

SEGMENT NO.

**L585 - L589**



LINE SEGMENT DATA

SEGMENT NO.	MATERIAL	INSTALL DATE	VALVE CLOSURES FOR ISOLATION
L749	D. I.	2013	V727
L750	D. I.	2013	V978
L751			LINE NO. RESERVED

LEGEND

- VALVE - FLOW IN BOTH DIRECTIONS
- VALVE - FLOW IN DIRECTION OF ARROW
- REDUCER
- FIRE HYDRANT - AUXILIARY VALVE NOT SHOWN

WEAVERVILLE WATER DEPARTMENT

WATERLINE SEGMENT MAP

DATE: 11/12/2013

SCALE: NONE

DRAWN BY: L. T. SPRINKLE

SEGMENT NO.

L749 - L751

Walmart



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Public Involvement Meeting Report**

- \* Staff confirms the public involvement meeting report provided by the applicant.
- \* Staff provided the requisite public notices advertising the public involvement meeting and attached you will find an affidavit of mailing and publication. Affidavit of publication was not available in time for this distribution so additionally you will find an email to the Tribune as evidence that the proper notice was made in a paper of record to suffice until the aforementioned affidavit is received.

5-29-2018 WEAVERVILLE TOWN HALLS PUBLIC MEETING

NAME

ADDRESS

Roger & Kris Young

24 Gill Branch Rd Weaverville  
28787

Shirley Jenes

160 Dula Springs Rd Weaverville

WARREN SULLY

CDC (ENGINEER)

KEN JACKSON

(DEVELOPER)

KEVIN JACKSON

(DEVELOPER)

NOTE:

YOUNG: ASKED ABOUT FOLLOWING: EXISTING FENCING,  
NCDOT INTEREST ON GILL BRANCH ENTRANCE,  
BUILDING OFFSETS FROM PROPERTY LINES,  
TRAFFIC.

JENES: NO QUESTIONS

**TOWN OF WEAVERVILLE  
REGARDING THE MATTER OF:**

Weaverville Townhomes  
Conditional Zoning District  
PIN: 9733-70-0398, 9733-70-0050 and 9732-79-2660

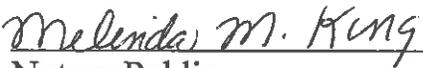
**AFFIDAVIT OF MAILING**

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 9th day of May, 2018, I mailed the attached Notice (Exhibit A) to all of the persons listed on the attached Exhibit B and that said mailing was accomplished by putting the Notice in envelopes, with postage pre-paid, addressed to all persons shown and at the addresses reflected on the attached Exhibit B, and that said envelopes were deposited in a U.S. Mail Box under the exclusive control of the U.S. Postal Service.

This the 9<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
James W. Eller

Sworn to and subscribed before me  
this 9<sup>th</sup> day of May, 2018

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10-19-2022

[Notary Seal]



# Exhibit A

## **NOTICE OF PUBLIC INVOLVEMENT MEETING**

Public Notice is hereby given that a Public Involvement Meeting will be held on Tuesday, May 29, 2018 between 6:00 and 7:00p.m. This meeting will occur within Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC to consider the following item:

A proposed conditional zoning district related to three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660 for the purpose of accommodating a 53 unit townhome development. Members of municipal staff and representatives of the applicant will be available to discuss the proposal with interested parties in attendance.

If you would like additional information or to review the content related to the Public Involvement Meeting you may contact Planning Director James Eller at 828-484-7002 or [jeller@weavervillenc.org](mailto:jeller@weavervillenc.org).

Publication Dates: May 17, 2018 and May 24, 2018

Exhibit B

Steven Rhinehart  
164 Monticello Rd.  
Weaverville, NC 28787

HFW Endeavors  
1600 Camden Rd.  
Charlotte, NC 28203

Orva Roberts  
900 Patton Ave.  
Asheville, NC 28806

Jose Padilla  
150 Alexander Rd.  
Weaverville, NC 28787

Nicorya Investments  
PO Box 605  
Weaverville, NC 28787

Phillip Rice  
87 Old Burnsville Rd.  
Weaverville, NC 28787

Wal-Mart Real Estate Trust  
702 SW 8<sup>th</sup> St.  
Bentonville, AR 72716

Telco Community Credit Union  
712 New Leicester Hwy.  
Asheville, NC 28806

Keith Roberts  
285 Longs Chapel Rd.  
Weaverville, NC 28787

Lawrence Young  
16 Gill Branch Rd.  
Weaverville, NC 28787

Roger Young  
24 Gill Branch Rd.  
Weaverville, NC 28787

DT Retail Properties  
500 Volvo Pkwy. Dept. 300  
Chesapeake, VA 23320

Frances Silvers  
PO Box 844  
Weaverville, NC 28787

Richard Young  
19 Gill Branch Rd.  
Weaverville, NC 28787

Jeffrey English  
24 Ebs Ln.  
Alexander, NC 28701

James Keene  
9 Gill Branch Rd.  
Weaverville, NC 28787

OWNER	ADDRESS	CITYNAME	STATE	ZIPCODE
FRANCES A SILVERS (LE)	PO BOX 844	WEAVERVILLE	NC	28787
YOUNG RICHARD;YOUNG MAXINE W	19 GILL BRANCH RD	WEAVERVILLE	NC	28787
<del>YOUNG ROGER E;YOUNG KRISTINA</del>	<del>24 GILL BRANCH RD</del>	<del>WEAVERVILLE</del>	<del>NC</del>	<del>28787</del>
ENGLISH JEFFREY K	24 EBS LN	ALEXANDER	NC	28701
RHINEHART STEVEN D;RHINEHART HEATHER				
A	164 MONTICELLO ROAD	WEAVERVILLE	NC	28787
KEENE JAMES H;KEENE HELEN P	9 GILL BRANCH RD	WEAVERVILLE	NC	28787
<del>YOUNG LAWRENCE R;YOUNG REGINA D</del>	<del>16 GILL BRANCH RD</del>	<del>WEAVERVILLE</del>	<del>NC</del>	<del>28787</del>
<del>YOUNG ROGER E;YOUNG KRISTINA</del>	<del>24 GILL BRANCH RD</del>	<del>WEAVERVILLE</del>	<del>NC</del>	<del>28787</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>ORVA LEE ROBERTS ET AL</del>	<del>900 Patton AVE</del>	<del>Asheville</del>	<del>NC</del>	<del>28806</del>
<del>ROBERTS DON L;ROBERTS ORVA L</del>	<del>900 Patton AVE</del>	<del>Asheville</del>	<del>NC</del>	<del>28806</del>
<del>PADILLA JOSE A</del>	<del>150 ALEXANDER RD</del>	<del>WEAVERVILLE</del>	<del>NC</del>	<del>28787</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
WAL-MART REAL ESTATE BUSINESS TRUST	702 SW 8TH ST	BENTONVILLE	AR	72716

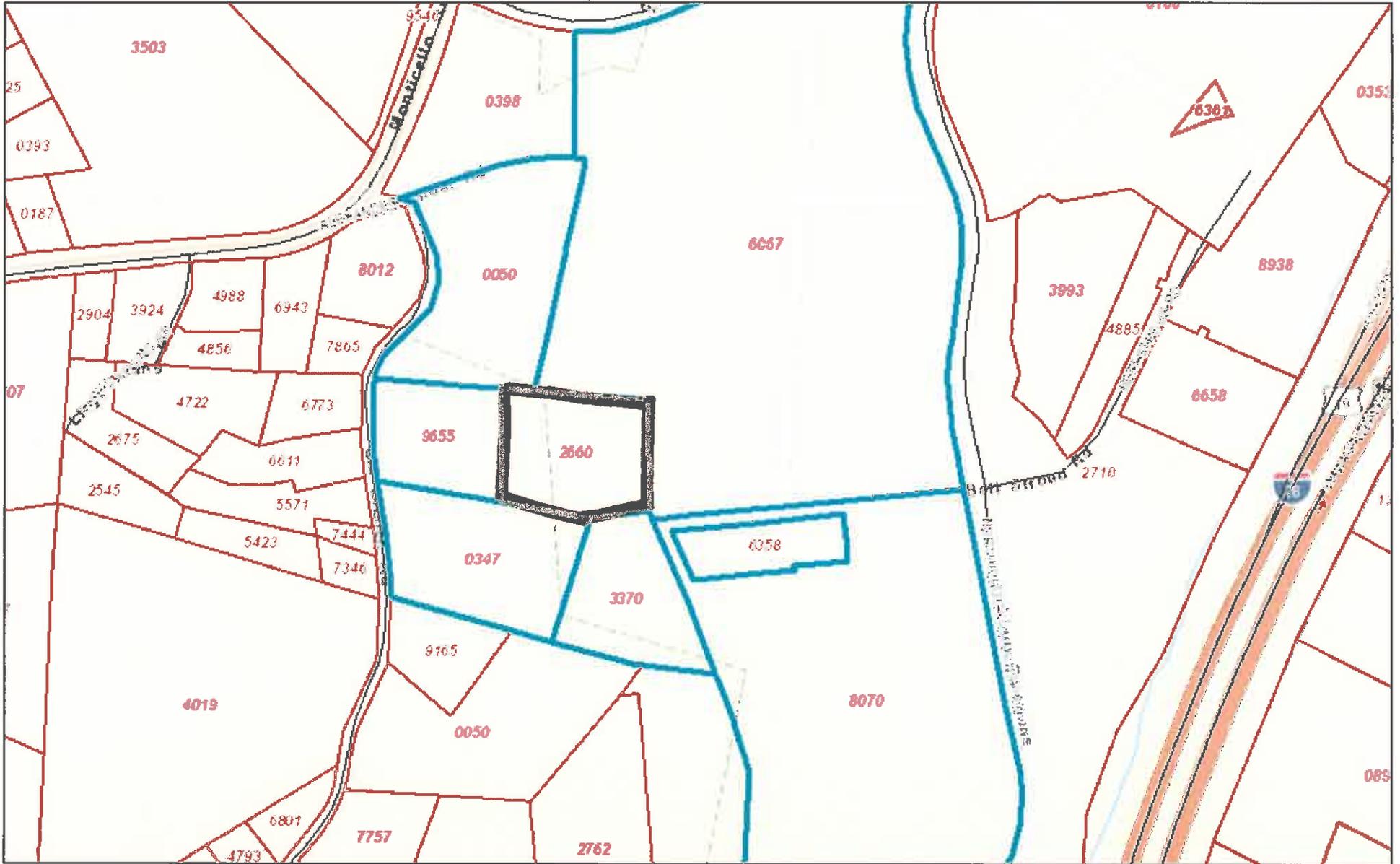
13



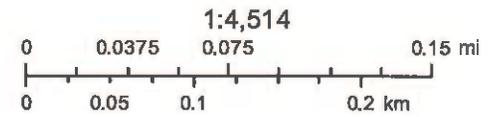
OWNER	ADDRESS	CITYNAME	STATE	ZIPCODE
✓ YOUNG LAWRENCE R; YOUNG REGINA D	16 GILL BRANCH RD	WEAVERVILLE	NC	28787
✓ YOUNG ROGER E; YOUNG KRIS TINA	24 GILL BRANCH RD	WEAVERVILLE	NC	28787
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>YOUNG ROGER E; YOUNG KRISTINA</del>	<del>24 GILL BRANCH RD</del>	<del>WEAVERVILLE</del>	<del>NC</del>	<del>28787</del>
✓ DT RETAIL PROPERTIES LLC	500 VOLVO PKWY DEPT 300	CHESAPEAKE	VA	23320
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>WAL-MART REAL ESTATE BUSINESS TRUST</del>	<del>702 SW 8TH ST</del>	<del>BENTONVILLE</del>	<del>AR</del>	<del>72716</del>

5

# Buncombe County



May 8, 2018



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

OWNER	ADDRESS	CITYNAME	STATE	ZIPCODE
✓ RHINEHART STEVEN D;RHINEHART HEATHER A	164 MONTICELLO ROAD	WEAVERVILLE	NC	28787
✓ HFW ENDEAVORS LLC	1600 Camden RD	Charlotte	NC	28203
✓ ORVA LEE ROBERTS ET AL	900 Patton AVE	Asheville	NC	28806
<del>ROBERTS DON L;ROBERTS ORVA L</del>	<del>900 Patton AVE</del>	<del>Asheville</del>	<del>NC</del>	<del>28806</del>
✓ PADILLA JOSE A	150 ALEXANDER RD	WEAVERVILLE	NC	28787
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
<del>HFW ENDEAVORS LLC</del>	<del>1600 Camden RD</del>	<del>Charlotte</del>	<del>NC</del>	<del>28203</del>
✓ NICORYA INVESTMENTS LLC	PO BOX 605	WEAVERVILLE	NC	28787
✓ RICE PHILLIP W;RICE JUDY A	87 OLD BURNSVILLE RD	WEAVERVILLE	NC	28787
✓ WAL-MART REAL ESTATE BUSINESS TRUST	702 SW 8TH ST	BENTONVILLE	AR	72716
✓ TELCO COMMUNITY CREDIT UNION	712 NEW LEICESTER HWY	ASHEVILLE	NC	28806
✓ D KEITH ROBERTS (TRUSTEE)	285 LONGS CHAPEL RD	WEAVERVILLE	NC	28787

10



**TOWN OF WEAVERVILLE  
REGARDING THE MATTER OF:**

Weaverville Townhomes  
Conditional Zoning District  
PIN: 9733-70-0398, 9733-70-0050, 9732-79-2660

**AFFIDAVIT OF POSTING**

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 9th day of May, 2018, I posted the attached Notice of Public Hearing Signs, Exhibit A, on the property commonly known as 152 Monticello Road and that a Public Involvement Meeting Notice, Exhibit B, was affixed to the reverse side of same.

This the 9<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
James W. Eller

Sworn to and subscribed before me  
this 9<sup>th</sup> day of May, 2018

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10-19-2022

[Notary Seal]





Exhibit A



Ernst & A

Exhibit B

## **NOTICE OF PUBLIC INVOLVEMENT MEETING**

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If you would like additional information or to review the content related to the Public Involvement Meeting you may contact Planning Director James Eller at 828-484-7002 or [jeller@weavervillenc.org](mailto:jeller@weavervillenc.org).

Publication Dates: May 17, 2018 and May 24, 2018

**From:** Heather Berry  
**To:** [James W. Eller](#)  
**Subject:** Re: Town of Weaverville Public Involvement Meeting Notice  
**Date:** Thursday, May 10, 2018 3:28:51 PM

---

Thanks James!

Heather

\*\*\*

Publication Dates: 5/17 5/24

Cost: \$61.05

WL

Proof:

## **NOTICE OF PUBLIC INVOLVEMENT MEETING**

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If you would like additional information or to review the content related to the Public Involvement Meeting you may contact Planning Director James Eller at 828-484-7002 or [jeller@weaverville.org](mailto:jeller@weaverville.org).

(WCNXXXX) Publication Dates: May 17, 2018 and May 24, 2018

\*\*\*End of Proof\*\*\*

On 5/9/2018 10:02 AM, James W. Eller wrote:

Heather,

Attached you will find a public involvement meeting notice to be ran on May 17 and

May 24, 2018. Please let me know if you need anything further. Thank you.

James W. Eller  
Planning Director  
Town of Weaverville

--

Thank you for your time and consideration in this matter; it is greatly appreciated.

Sincerely,  
Heather Berry  
Tribune Papers  
Legals Department  
828-513-0171  
828-275-4129  
[legals@thetribunepapers.com](mailto:legals@thetribunepapers.com)

\*\*\*Please note\*\*\*

We are a weekly publication publishing on Thursdays. Our deadline for legal publications is Tuesday by noon, unless notified otherwise.



Virus-free. [www.avast.com](http://www.avast.com)



**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Covenants, Conditions & Restrictions**

Prepared by and return to: Goosmann **Rose** Colvard & Cramer, P.A. (Box 81) (jrr/cnt)

**Title Not Examined and No Opinion Rendered**

---

**State of North Carolina**  
**County of Buncombe**

**Declaration of Covenants, Conditions and Restrictions  
for Northridge Commons Townhomes**

**This Declaration of Covenants, Conditions and Restrictions for Northridge Commons Townhomes** (herein "Declaration") is made to be effective as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **Northridge Commons Developers, LLC**, a North Carolina limited liability company (herein "Declarant") and all future owners of properties and townhomes with Northridge Commons Townhomes, and defined herein, a planned unit development.

**Witnesseth:**

**That Whereas**, Declarant is the owner and developer of that certain parcel of real property located in Buncombe County, North Carolina, and more particularly described in **Record Book \_\_\_\_\_, at Page \_\_\_\_\_** of the Buncombe County, NC Register's Office (herein "Property"), together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real property and all articles of personal property now or hereafter provided by Declarant and intended for use in connection therewith, which all or a portion of the Property will be divided into lots for townhome units as may be shown on those plats entitled Northridge Commons Townhomes as currently or subsequently recorded by Declarant, including without limitation that plat recorded in **Plat Book \_\_\_\_\_, at Page \_\_\_\_\_** of the Buncombe County, NC Register of Deeds (collectively herein "Plat" or "Plats"); and

**Whereas**, Declarant, in anticipation of its initial sale or conveyance of townhome lots and/or the construction of townhome dwellings upon such lots, and in furtherance of its development of the remainder of the Property for residential use, desires to establish an integrated

complex and desires to provide for certain reciprocal rights, easements and restrictions affecting the Property pursuant to this Declaration.

**Now, Therefore,** Declarant hereby declares that the Property hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**Article I**  
**Submission of the Property to the Act and  
Creation of the Association**

**Section 1. Submission of the Property and Creation of a Planned Community.** Pursuant to the provisions of Chapter 47F of the North Carolina General Statutes (herein "Act"), Declarant hereby creates a planned community comprised of the Property. Declarant hereby submits the Property to this Declaration and to the Act.

**Section 2. Name.** The name of the Planned Community created by this Declaration is Northridge Commons Townhomes.

**Section 3. Separately owned lots with townhome units.** As shown on the Plats and to establish a plan of ownership, Declarant has or will construct townhome units upon all or a portion of the Property, and does hereby designate all such lots and townhome units, as may be shown on the Plats, for separate ownership.

**Section 4. Reservation of Special Declarant Rights.** Declarant hereby reserves unto itself, its heirs or successors in interest and assigns, as Special Declarant Rights, as follows:

A. Declarant reserves all the rights set forth in the Act and specifically those rights set forth in and described in Sections 47F-1-103(28) and 47F-3-104 of the Act;

B. Declarant reserves the right to use all types of easements through the common elements within the Property for the purpose of making improvements, resolving encroachments, connecting to utilities and/or granting access within said common areas or upon adjacent parcels or phases within the Property and to change or alter road access and rights-of-way at any time (including without limitation, use and control by the Declarant of those access and utility easements or rights of way benefitting the Property as may be obtained upon and across property adjacent to the Property);

C. Declarant reserves the right to exercise development rights and not to be subject to specific restrictions set forth herein for purposes of development;

D. Declarant reserves the right to maintain sales offices, management offices, and models within on any townhome lot, upon Common Areas, or elsewhere upon the Property;

E. Declarant reserves the right, but not the obligation, to withdraw or add certain separate portions of the Property, or real estate as shown on the Plats, or otherwise owned by Declarant to the Northridge Commons Townhomes development;

F. Declarant reserves the right to build or design additional lots, and to relocate the boundaries of any lots, including the right to designate portions of the common area as set forth on Plats of the Property as additional lots or as part of an existing lot;

G. Declarant reserves the right to access and connect to rights of way, easements, utilities, and common facilities for the benefit of adjacent parcels or phases developed by Declarant;

H. Declarant reserves the right to involve and include all or a portion of the Property in cost-sharing agreements with development property adjacent to the Property to cover the cost of installation, maintenance and/or repair of access and utility easements and rights of way as will benefit Property;

I. Declarant reserves the right to amend this Declaration, without approval or joinder of any owners within the Property, until ninety percent (90%) of all lots as shown on the Plats are sold (and instruments of conveyance are recorded) by the Declarant;

J. Declarant reserves the right to amend boundaries of any common area as shown on the Plats and to grant easements for encroachments upon any such common areas for any improvements within the community as determined by Declarant or for improvements constructed by Declarant on adjacent property; and

K. Declarant reserves the right not to be assessed or to be responsible for any fees or assessments from the owners' association for Northridge Commons Townhomes or otherwise for townhome lots, units or other dwelling within the Property titled in the name of the Declarant unless such applicable townhome lot, unit or other dwelling shall be occupied as a residence or leased out by Declarant.

## **Article II** **Definitions**

In accordance with Section 47F-1-103 of North Carolina Planned Community Act contained in Chapter 47F of the North Carolina General Statutes (herein the "Act"), and unless specifically provided otherwise or the context otherwise requires, the following terms as used in this Declaration and the Association Bylaws for this Planned Community shall mean the following:

**Section 1.** "Association" shall mean and refer to Northridge Commons Townhomes Owners Association, Inc., its successors and assigns, and/or any other owners association hereafter formed to administer the obligations and responsibilities of the Association as set forth in this document as they pertain to the Property which is the subject of this Declaration as set forth above.

**Section 2.** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any townhome lot or other ownership designation or parcel within the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 3.** “Property” and/or “Planned Community” shall mean and refer to all or any portion of the Property.

**Section 4.** “Common Area” shall mean and refer to (i) private roads designated on the Plats, as well as any other private road constructed by the Developer serving the property as shown on the Plats and any other Portion of the Property; (ii) any property designated as such by the Declarant; and (iii) any real estate owned by the association, other than a parcel within the Property that is designated for the construction of a dwelling.

**Section 5.** “Common Expenses” shall mean and include: (a) all sums lawfully assessed against the Owners by the Association; (b) expenses of administration, installation, construction, operation, maintenance, repair, and replacement within the Common Areas for facilities, including recreational facilities, streets and driveways, parking areas and spaces, but subject to specific designation of parking space use for specific townhome lots by Declarant and/or the Association, and landscaping; (c) expenses agreed upon as common expenses by the Association; (d) hazard insurance premiums as required for the Association for the Common Elements and for the master insurance coverage premiums for all of townhome units or other dwelling units within the Property that include party-wall construction; (e) public utilities, including gas, water, sewer, cable television, and electricity serving the Common Area; and (f) monetary obligations owing from the Association and the owners under any cost-sharing agreements with adjacent development property outside the community to cover the cost of installation, maintenance and/or repair of access and utility easements and rights of way or other items as may benefit the Property.

**Section 6.** “Lot” and/or “Lots” shall mean and refer to any numbered plots of land as shown on the Plats.

**Section 7.** “Declarant” shall mean and refer to Northridge Commons Developers, LLC, a North Carolina limited liability company, and its successors and/or assigns. The definition of Declarant shall also include those such successors or assigns of Declarant who: (a) acquire more than one undeveloped Lot from Declarant for the purpose of development within the Property; or (b) acquire title to more than one Lot within the Property from Northridge Commons Developers, LLC, or its successors or assigns, under a deed in lieu of foreclosure, judicial foreclosure, or foreclosure under power of sale in any deed of trust.

**Section 8.** “Limited Common Area” shall mean and refer to a portion of the Common Area as set forth in this Declaration or as shown and noted on any recorded Plat for the exclusive use of one or more but fewer than all of the Lots; including but not limited to any area noted as driveway, porch or patio

**Section 9.** “Unit” shall mean and refer to a townhome building situated upon a Lot and intended for use and occupancy as a single-family residence.

**Section 10.** “Member” shall mean and refer to any person or entity that holds Membership with voting rights in the Association.

**Article III**  
**Property Rights**

**Section 1. Owners’ Easements for Use and Enjoyment.** Every Owner shall have a right and easement for use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for (i) any period during which any assessment by the Association against his, her or its Lot remains unpaid; and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

B. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members (as such Members are defined below). No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of Members, agreeing to such dedication or transfer, has been recorded.

C. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

**Section 2. Delegation of Use.**

A. Any Owner may delegate, in accordance with the Bylaws of the Association, his, her or its rights or enjoyment of the Common Area and facilities to the Owner’s family, tenants, or contract purchasers who reside on the Property. In any case, the rights to and enjoyment of the Common Area and facilities, including such recreational facilities, shall be limited to those persons actually occupying the Unit; extension of these rights to guests or invitees of such occupants shall be subject to rules and regulations imposed by the Association.

B. Leases must be for a minimum of six (6) months pursuant to Article VII, Section 14. Rentals. In those situations where the Owner of a Lot leases the townhome pursuant to Article VII, Section 14. Rentals: (a) the occupants under the lease of said Lot shall be entitled to enjoyment of the Common Area to the exclusion of the Owner (i.e. an Owner and their occupants under the lease of their Lot shall not be entitled to enjoy the Common Area at the same time); (b) the occupants under the lease of an Owner’s Lot shall be subject to all of the protective covenants and Common Area use regulations and restrictions set forth herein (as if the occupant was the Owner), and all the rules and regulations of the Association for the Common Area; (c) the Owner of Lot so leased shall be responsible for non-compliance with the rules and regulations of the Association and/or damage within the community caused by the occupants under the lease of an Owner’s Lot; and (d) occupants under the lease(s) of an Owner’s Lot shall be excluded from

enjoyment of any recreational amenities within the Common Area for the periods of time the assessments for an Owner's Lot remain unpaid.

**Article IV**  
**Membership and Voting**

**Section 1.** Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two (2) classes of voting Membership:

A. **Class A:** Class A Members, which Class specifically excludes the Declarant, shall be all Owners who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. **Class B:** The Class B Member(s) shall be the Declarant (including without limitation those who hold title to multiple Lots or property as set forth in the definition of Declarant above) and such Member(s) shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

- (1) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership;  
or
- (2) On the 1st day of January, 2028.

**Article V**  
**Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Planned Community, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his, her or its successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the properties and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the residential Units situated upon the properties or for the use and enjoyment of the Common Area, including, but not limited to, the cost of repairs, replacements, and additions, the cost of labor, equipment, materials, management, and supervision, any or all of which may be obtained from Declarant, under contract, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. Any such Assessment charged and collected shall relate to the cost of maintenance of the Common Areas and any road maintenance and may include a reserve fund in a reasonable amount in anticipation of such costs, as determined by the Association.

**Section 3. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Declarant, pursuant to the Special Declarant Rights set forth in Article I, Section 4 hereof, the Developer Control Period and thereafter the Association, may issue Special Assessments for capital improvements to Common Elements within the Subdivision.

**Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3.** Written notice before any meeting called for the purpose of taking any action authorized under Sections 2 or 3 of this Article V shall be sent to all Members not less than ten (10) days and no more than sixty (60) days in advance of the meeting. At such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all of the votes of each class of Membership shall constitute a quorum. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy, and the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots (on either a per Lot and/or per square foot basis) and must be collected on a monthly basis.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to each Lot when construction of the Unit on such Lot is complete or upon the conveyance of such Lot by Declarant to an individual Owner of such Lot other than Declarant, whichever event shall first occur. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment against each Lot and send written notice of each assessment to every Owner subject thereto. The due dates of such assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 7. Effect of Nonpayment of Assessments and Remedies of the Association.**

Any assessment not paid within fifteen (15) days of the due date shall be subject to a late payment fee in the amount of \$20.00. Any assessment that remains outstanding for more than thirty (30) days of the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose its lien against the Lot against which the delinquent assessment has been levied. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of any Owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof; shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein shall prevent and any mortgagee, at its option, from paying any delinquent obligations of a property Owner. The Association shall notify by registered mail, return receipt requested, any mortgagee of any delinquency or default in the presence of any obligations of an Owner prior to taking any action against such Owner which would affect the mortgagee.

**Article VI**  
**Architectural Control**

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, any Lot or the Common Area, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography of the Planned Community by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article VI shall not apply to the original construction of any Unit upon any Lot by Declarant, unless Declarant otherwise agrees in writing that this Article shall be applicable to it. Declarant reserves the right to make changes in the plans and specifications of the Units constructed on the Lots.

**Article VII**  
**Protective Covenants**

**Section 1. Residential Use.** All Lots shall be used, improved, and devoted exclusively to residential use, provided that Declarant shall have the right to maintain a model unit on any Lot it may own until such time as all Lots have been sold and conveyed by Declarant to individual Owners. Nothing herein shall be deemed to prevent the Owner of any Lot from leasing a unit, subject to all provisions of this Declaration.

**Section 2. Trade or Business.** With the exception of Declarant until Section 1 hereof, no trade or business shall be carried on upon any Lot, but this provision shall not prohibit a home occupation, which does not cause any noxious or offensive activity within the Planned Community. There can be no employees working for a business operating out of a Unit unless the employee is also a permanent resident of the Unit. The leasing or rental of a residential Unit shall not constitute a prohibited business hereunder. In any event, no business may be conducted which shall: (i) result in the emission of light, sound or odor beyond the boundary of the Owner's Lot; (ii) violate any zoning ordinance; (iii) involve door to door, postal, telephonic or electronic solicitation of any Owners; (iv) increase traffic within the Community or require more than two (2) deliveries per day; or (v) threaten the security or safety, or in any way constitute a nuisance, hazard or offense to any resident or Owner within the Subdivision. The Board shall be the exclusive and final arbitrator with respect to the issue of whether any particular home occupation constitutes a noxious or offensive activity hereunder.

**Section 3. Nuisances.** No noxious, offensive or illegal activities shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or community.

**Section 4. Restriction on Further Subdivision.** No Lot shall be further subdivided or separated into smaller Lots by an Owner and no portion less than all of any such Lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an Owner, except as herein authorized or as may be required due to the exercise by a governmental body of the power of eminent domain.

**Section 5. Animals.** No Lot Owner shall maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, anywhere on a Lot or within any Unit, except that the keeping of no more than two (2) orderly domestic pets, including dogs, cats and caged birds, on any Lot or within any Unit shall be permitted, subject to any further limitations as may from time to time be established by the Association. Notwithstanding the foregoing, all such domestic pets must be kept and maintained under the control of the respective Owner when outside the Owner's Unit or Lot and must not become a nuisance to other residents in the Community. Owners shall be responsible for collecting and disposing of all pet excrement. Any failure of an Owner to properly dispose of pet excrement shall subject such Owners to a reasonable fine as determined and assessed by the Association.

**Section 6. Parking.** Each Owner shall be permitted to park two (2) vehicles in their driveway to accommodate those vehicles owned or regularly used by an Owner. Parking of the vehicles owned or regularly used by an Owner in areas designed by the Association for guest parking is prohibited. Overnight parking of all vehicles and recreational equipment shall be only in areas designated by the Association for such parking. Except for emergency repairs, no person shall repair or restore any vehicle, boat, or trailer upon any portion of the properties except with the prior consent of the Association.

**Section 7. Motor Vehicles.** All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions, or otherwise. No motor vehicles shall be driven on pathways or unpaved Common Areas.

**Section 8. Outside Antennae.** No outside radio or television antennae shall be erected on any Lot within the properties, except as approved in writing by the Architectural Committee.

**Section 9. Outside Drying.** No drying or airing of anything which may include but not limited to clothing or bedding shall be permitted outdoors on any Lot within the Planned Community.

**Section 10. Trash and Recycling Receptacles.** All trash and recycling materials shall be kept only in trash and/or recycling receptacles and in areas upon a Lot as established by the rules of the Architectural Committee. Any trash or recycling receptacle placed upon the margin of any community road, driveway or Common Area for collection shall not be so placed more than twelve (12) hours prior to the scheduled collection, and shall not be permitted to remain more than twelve (12) hours after such collection. The Board may establish rules limiting the days which collection may be permitted, or may contract for garbage or recycling removal on behalf of the Owners and include any expense related thereto to the assessments collected.

**Section 11. Trash Burning.** Trash, leaves, and other similar materials shall not be burned upon any Lots on the Property.

**Section 12. Signs.** No signs shall be displayed to public view on any Lot or Unit or in the Common Area except a sign which specifically complies with rules and regulations set by the Association or approved by the Architectural Committee. Notwithstanding the above, Declarant may have such signs marketing Lots or Units for sale on any Lot the Declarant owns or on the Common Areas as the Developer, in his sole discretion, deems appropriate.

**Section 13. Mailboxes and Newspaper Boxes.** Only mailboxes and newspaper boxes meeting the design standards of the Architectural Committee shall be permitted.

**Section 14. Rentals.** No Unit shall be rented for a period of less than six (6) months; provided, however, the Association hereby reserves its right to grant variances to this rental restriction at its discretion. Any Owner who wishes to lease their Unit(s) has an affirmative obligation to immediately report such potential lease, the period of the lease, and the names of the tenant(s) to the Association by providing a copy of the lease to the Association. The Association reserves the right interview any potential tenant(s) and perform a background check on the potential tenant(s) prior to approving the lease. The Owner shall be responsible for any fees associated with such interview and background check. Prior to any tenant(s) taking possession of any Unit upon the approval of a lease by the Association, the Owner of such Unit must submit a three hundred and no/100 dollars (\$300.00) deposit to the Association to cover any potential damage caused by any tenant(s) to the Common Area; such deposit shall be returned to the Owner at the discretion of the Association upon the Association's assessment of any damage caused by the tenant(s) within thirty (30) days of the tenant vacating the Unit. The maximum number of Units to be under a lease at any given time is sixteen (13). Notwithstanding the provision set forth under this rental restriction, the Association hereby reserves its right to grant variances to this rental restriction at its discretion.

**Section 15. Rules.** The Architectural Committee shall adopt general rules and implement the general purposes of architectural control set forth in Article VII herein and interpret the covenants of this Section. All general rules may be amended by a two-thirds (2/3) vote of the Architectural Committee, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors of the Association. All general rules and subsequent amendments thereto shall be placed in its book or resolutions and shall be open to inspection by Members of the Association during normal business hours.

## **Article VIII** **Party Walls**

**Section 1. General Rules of Law to Apply.** Each wall of a Unit which is built as a part of the original construction of the living Units upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law in North Carolina regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of party walls shall be shared equally by the Owners of Lots or Units adjoining or sharing such party wall.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, such Owners shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding the liability for negligence or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, any Owner who by his, her or its negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Alteration.** The Owner of any Lot may not construct, reconstruct, extend, or modify any party wall in any manner without the prior approval of the Architectural Committee and of any other Owner adjoining the said party wall, which such approval shall not to be unreasonably withheld.

**Section 6. Right of Contribution Runs with the Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Owner's land and shall pass to such Owner's successors in title.

**Section 7. Certification by Adjoining Property Owners that no Contribution is Due.** If any Owner desires to sell his, her or its Lot and in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article VIII, such Owner may request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of such adjoining Owner to make such certification immediately upon request

and without charge. Where the adjoining property Owner does claim a right of contribution, the certification shall contain a recital for the amount claimed and the basis on which the claim is made.

**Section 8. Encroachment Easement.** Units may be joined together by a party wall. The center line of such party wall is intended to be located upon the dividing line between the two Lots upon which the Units are constructed. If any portion of a party wall or of a Unit (including any deck, porch, balcony, or patio attached thereto) of such Units shall encroach upon any adjoining Lot or Common Area, either by reason of original construction or otherwise, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be an easement in favor of the Owner of the encroaching party wall or Unit (including any deck, porch, balcony, or patio attached thereto) over, across and upon such adjoining Unit or Lot or Common Area for such encroachment so long as the same shall exist.

**Section 9. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute may be settled by the Board of the Association with the consent of the Owners involved, otherwise by arbitration as provided by the then existing laws of North Carolina relating to arbitration.

#### **Article IX** **Exterior Maintenance**

In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance for each Lot for all area outside of the Unit, which is subject to assessment hereunder and shall include as follows: paint, repair, replace, maintenance and care of roofs, gutters and down spouts, exterior building surfaces, walks or walkways, drives or driveways, trees, shrubs, lawns, landscape beds and all other exterior improvements; however, such exterior maintenance shall not include any doors, glass surfaces, screens, light fixtures or air-conditioning units as such items shall be the responsibility of the Lot Owner. In order to enable the Association to accomplish the foregoing duties of exterior maintenance, there is hereby reserved to the Association the right of unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided for in this Article.

In the event that the need for maintenance, repair, or replacement as herein described is caused through the willful or negligent act of the Owner, his, her or its family, guests, or invitees, or is caused by fire or lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the same are defined and explained in North Carolina standard fire and extended coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

#### **Article X** **Insurance Assessments**

**Section 1. Physical Damage Insurance.** The Declarant, for each Lot owned within the Planned Community, hereby irrevocably nominates, and each Owner of any Lot by acceptance of

a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to irrevocably nominate the Association, as Trustee, with authority to obtain and maintain fire and extended coverage insurance on the Units located on all Lots, insuring the buildings and fixtures located therein in an amount sufficient to cover the full replacement costs thereof. The fixtures to be covered by such insurance policy obtained by the Association shall be those fixtures common to all of the Units located within Northridge Commons Townhomes and the Association shall have the responsibility of providing each Owner with an itemized list of those fixtures covered by such insurance. All additional fixtures located within such Units should be insured in the individual insurance policies described in Section 3 hereof. Insurance obtained by the Association, to the extent available, may include coverage against water damage, vandalism, and malicious mischief. Such policies of physical damage insurance (1) shall be written in the name of the Association, as Trustee for each Owner, (2) shall be described as primary policies of insurance on the items covered by such policies, (3) shall contain waivers of subrogation and of any reduction of prorata liability of the insurer as a result of any insurance carried by any Owner or of the invalidity arising from any acts of the insureds or any Owner, and (4) shall provide that such policies may not be canceled or substantially modified without at least ten (10) calendar days prior written notice to all of the insureds including any mortgagee of any Lot.

Each such policy of physical damage insurance shall contain a mortgagee clause as requested by the Owner and any loss thereunder shall be payable to such mortgagee as its interest may appear. All such policies shall provide that adjustment of loss may be made by the Association and that the net proceeds thereof shall be payable to the Association as Trustee for such Owner.

**Section 2. Payment of Assessments.** The premiums for insurance obtained by the Association on each Lot shall be a part of the maintenance assessments described herein.

**Section 3. Individual Insurance Policies.** An Owner shall not be prohibited from carrying additional insurance for the Owner's own benefit, provided that such policies contain waivers of subrogation and further provided that the liability of the carrier issuing the insurance procured by the Association shall not be affected nor diminished by reason of any such additional insurance carried by any Owner. Each Owner shall maintain insurance coverage against loss by reason of fire or other casualty of his, her or its personal contents located within each Lot as well as reasonable liability insurance and rental coverage, if applicable.

**Section 4. Damage to or Destruction of the Unit.** In the event of damage to or destruction of any Unit located on a Lot as a result of fire or other casualty, the Owner of such Unit shall have the responsibility of repairing or reconstructing said Unit. The Association shall collect and make available to said Owner the proceeds from the property damage insurance referred to above and repair or rebuilding shall proceed in conformity with the standards approved by the Architectural Committee as described in Article VI hereof. In the event the cost to repair or reconstruct said Unit shall exceed the balance of insurance proceeds payable by the Association, after first deducting the costs to the Association and discharging interests of mortgagees, the cost to repair or reconstruct shall be the expense of the Owner of said Unit located on said Lot. In case of default by any such Owner in the payment in full of the cost to repair or reconstruct said Unit, the Association is authorized to advance, for the benefit of said Owner and other Owners within

the Planned Community, the balance necessary to pay for said repair or reconstruction, in which case said sums advanced, together with costs and reasonable attorneys fees incurred in connection with the collection thereof, shall be a continuing lien against the Lot against which such additional costs were incurred and shall also be a personal debt of the Owner of said Lot at the time of such damage or destruction. The collection of such costs advanced can be enforced in the same manner as a lien for annual or special assessments as the same is set forth in Article V hereof.

### **Article XI**

#### **Additions to the Property Subject to this Declaration**

**Section 1. Existing Property.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is all that certain real Property as described herein.

**Section 2. Additional Property.** Regardless of Section 1 hereof, Developer may, at its option, subject additional portions of property to this Declaration or restrictions which are similar in form to those contained herein, in furtherance of the scheme of the Planned Community set forth herein. Owners of Lots in additional phases of the Planned Community shall become members of the Association upon recordation of Amendments and/or Declarations for such additional phases.

### **Article XII**

#### **Conveyance of Common Area to the Association**

**Section 1. Title to the Common Area.** Prior to the conveyance of the last Lot in the Planned Community, the Declarant will convey to the Association all of the Common Area as described herein.

**Section 2. Encumbrances.** The Declarant agrees that, in connection with the conveyance of Common Area as referred to herein, such conveyance to the Association shall be free and clear of all liens and financial encumbrances, except easements and rights of way of record and Buncombe County taxes for the year of the conveyance.

**Section 3. Easement for Construction Purposes.** The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area in the Planned Community during such period of time as the Declarant is engaged in any construction or improvement work on or within the Property or on any property adjacent thereto, and shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in said construction. No Owner, his, her or its guests or invitees, shall in any way interfere or hamper Declarant, his employees, successors or assigns, in connection with such construction, it being understood and agreed that the construction activities of Declarant or its contractors or subcontractors shall, so far as practicable, use reasonable efforts to mitigate any interfere with the quiet enjoyment of the Owners of Lots within the Planned Community.

**Section 4. Driveways and Roads.** The driveways and any walkways crossing the Common Area are to be used by the Owners of the Lots to provide non-exclusive ingress, egress and regress to and from the Lots. The Owners of the Lots are hereby granted an easement over,

across and upon said driveway and walkways in order to provide ingress, egress and regress to the said Lots. The Declarant, for itself and for its successors and assigns does hereby reserve the right for the appurtenant benefit of all property shown on the Plat to cross over and upon the common driveway area as shown on the Plat for ingress, egress and regress to Northridge Road. The roads and paved or impermeable surfaces areas providing access to and from the Planned Community are controlled by the Declarant (and thereafter by the Northridge Commons Townhomes Property Owners Association) and each Owner of any Lot by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be responsible for his, her or its prorata share of the maintenance of said road(s) pursuant to the terms and conditions of this Declaration.

**Section 5. Parking Areas and Spaces.** All parking areas and spaces within the Common Area shall be a Common Expense with all spaces to be for the general use and enjoyment of all Owners within the Planned Community. Owners and their guests are prohibited from parking their vehicles on the streets. Guests must park their vehicles in designated off street parking areas or in the Owner's garage or driveway. Contractors making repairs are allowed to temporarily park in the street if there is not a space available in the driveway of the Owner who is having work performed on his/her Unit. All vehicles parked on the streets are subject to being towed and retrieved at the expense of the owner of the vehicle.

**Section 6. Other Easements.** Notwithstanding any other provision herein, Declarant shall have the right to grant easements for utilities and drainage purposes over the Common Areas, said utilities shall include, but not be limited to, water, sewer, electricity, natural gas, telephone and cable television.

### **Article XIII** **Obligation to Mortgagees**

The following provisions are established for the benefit of the holders of mortgages (the definition of mortgage to include deeds of trust or other security instruments) encumbering Lots located within the Planned Community:

A. The Association shall be obligated to notify the holder of any first mortgage on a Lot, upon request of such holder, of any default by the Owner of said Lot in the performance of any of such Owner's obligations described herein (including failure to pay assessments when due) which is not cured within sixty (60) days from the date of such default.

B. Written notice by the Association shall be sent, upon request, to the holder of all first mortgages encumbering any of the Lots located within the Planned Community setting forth the purpose of the meeting not less than thirty (30) days in advance of any meeting being called for the purpose of amending, extending or renewing any of the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association. No such amendment, extension or renewal shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot located within the Planned Community unless such mortgage holder shall consent thereto in writing.

C. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) and the Owners (other than the Declarant) of the Lots in the Planned Community have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, for the benefit of the Lots in the Planned Community. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots or Units, the exterior maintenance of Lots or Units, the maintenance of the Common Area, walkways or common fences and driveways, or the upkeep of lawns and plantings in Planned Community;

(4) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area property;

D. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area, and any first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots in the Planned Community duly executed by the Association, and an original or certified copy of such agreement shall be furnished to Declarant.

E. No provision hereof shall be construed to give any Owner or any other party, priority over any rights of first mortgagees of Lots in the Planned Community pursuant to their mortgages in the case of a distribution to an Owner or Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

#### **Article XIV** **General Provisions**

**Section 1. Duration.** The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date this Declaration is recorded in the Office of the Register of Deeds for Buncombe

County, North Carolina, after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each period.

**Section 2. Amendment.** This Declaration may be amended: (a) pursuant to Article I, Section 4 hereof, the Developer reserves the absolute and exclusive right to modify and/or amend this Declaration in whole or in part as the Developer deems proper and appropriate, or (b) after expiration of the Special Declarant Rights, by the Owners in accordance with the provisions of the North Carolina Planned Community Act. No amendment of this Declaration shall be effective until recorded in the Office of the Register of Deeds for Buncombe County, North Carolina.

**Section 3. Enforcement.** The Association, any Owner, or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

**Section 5. Management.** The Declarant reserves the right to enter into a contract with a management firm, which said contract shall provide for payments to said firm for services rendered on behalf of the Association in connection with maintenance and control of the Common Areas and all other duties delegated herein to the Association. The contract shall have terms not to exceed one (1) year and shall be cancellable by the Association upon the giving to said management firm ninety (90) days written notice prior to such cancellation.

**Section 6. Captions.** The captions for the various paragraphs of this Declaration are for convenience of reference only.

**Section 7. Singular, Plural, Masculine, Feminine, Owners.** As used herein, the singular includes the plural and where there is more than one (1) Owner of any Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and the feminine.

**Section 8. Applicable Law.** This Declaration shall be construed and controlled by and under the laws of the State of North Carolina and Chapter 47F of the North Carolina General Statutes. In the event of a conflict between this Declaration and the Act, then this Declaration shall be deemed to govern. The Act is incorporated herein by reference to the extent not inconsistent with the specific terms set forth herein.

**In Witness Whereof,** Declarant has caused the due execution of this Declaration as of the date and year first written above.

[SIGNATURE PAGES ATTACHED HERETO]

**Signature Page**  
to  
**Declaration of Covenants, Conditions and Restrictions for**  
**Northridge Commons Townhomes**

**Declarant:**            **Northridge Commons Developers, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Kenneth G. Jackson, Sr., Managing Member

**State of North Carolina**  
**County of Buncombe**

I, a Notary Public of said County and State certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document: **Kenneth G. Jackson, Jr., as the Managing Manager of Northridge Commons Developers, LLC, a North Carolina limited liability company.** Witness my hand an official stamp or seal on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

[Notarial Seal]

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

**From:** Ken Jackson  
**To:** [Warren Sugg](#); [Kevin Jackson](#); [James W. Eller](#)  
**Subject:** FW: Weaverville Townhomes  
**Date:** Wednesday, May 30, 2018 3:37:10 PM  
**Attachments:** [image001.png](#)

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Warren/James,  
Please see John Rose's response below to the road maintenance question.  
Thanks,

Ken Jackson  
P.O. Box 1157  
Arden, N.C. 28704  
828/684 8800 (Off.)  
828/778 8800 (cell)

**From:** John Rose <jrose@grclaw.com>  
**Sent:** Wednesday, May 30, 2018 2:51 PM  
**To:** Ken Jackson <KenJackson@lbandco.com>; Warren Sugg <wsugg@cdcgo.com>; Kevin Jackson <kevin@lbandco.com>  
**Subject:** RE: Weaverville Townhomes

This message was sent securely using Zix®

Ken: You are correct. The Declaration provides in Article II 4 that the roads are common area and Section 5 provides for Common Expenses for Common Areas and Article V allows for Assessments for Common Areas. Very truly, John

John R. Rose  
GOOSMANN ROSE COLVARD & CRAMER, P.A.  
[jrose@grclaw.com](mailto:jrose@grclaw.com)  
Phone: (828) 258-0150  
Direct: (828) 350-3766

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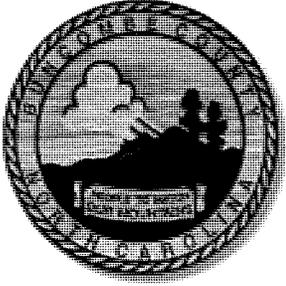
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**Weaverville Townhomes Conditional Zoning District  
Application and Supporting Documents**

**Buncombe County Letter of  
Stormwater Approval**



# Buncombe County Government

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## Planning and Development

46 Valley Street  
Asheville, NC 28801

**Nate Pennington**

**Planning Director**

*Telephone (828) 250-4830*

*Fax (828) 250-6086*

## LETTER OF APPROVAL

May 29, 2018

**NOTICE – This is not a permit**

Ken Jackson  
Northridge Commons Developers, LLC  
P.O. Box 1157  
Arden, NC 28704

Dear Mr. Jackson,

This office has reviewed the Stormwater Plan submitted for the project listed below. We find the plan to be acceptable and hereby issue this Letter of Approval.

The approval of a stormwater plan is conditioned on the applicant's compliance with federal and state water quality laws, regulations, and rules. All other applicable county permits and reviews must be completed prior to issuance of the stormwater permit and the beginning any land disturbing activity.

The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions or protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans.

The Buncombe County Stormwater Management Ordinance is a performance oriented program requiring protection of the natural resources and adjoining properties. If, following commencement of this project, it is determined that the plan is inadequate, this office may require revisions to the plan and its implementation.

**You must acquire a stormwater permit from this office. Submit a surety performance bond as described in Division 5 Section 26-382 of the Stormwater Management Ordinance and a permit will be issued. The amount of surety required for this project is \$352,225.00.**

This letter gives the notice required by Chapter 26, Environment, Article VII, Division 2, Section 26-322(j)(1) of our right of periodic inspection to insure compliance with the approved plan.

This approval shall become null and void if you have not made progress on the site within six months after the date of approval. A one time six month extension can be

Ken Jackson

Page 2 of 2

granted for good cause shown upon receiving a written request from you before the expiration of the approved plan.

Please inform this office of the construction start date. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Mike Goodson". The signature is written in a cursive style with a long horizontal flourish at the end.

Mike Goodson, PE, CPESC  
Stormwater Administrator

Project name: Northridge Townhomes

Project No.: STW2018-00020

Location: Monticello Road

Date received: May 2, 2018

Date approved: May 29, 2018

Person financially responsible: Ken Jackson

Cc: Civil Design Concepts

Buncombe County Erosion Control

Town of Weaverville