

Town of Montreat
Board of Adjustment (BOA)
Meeting Agenda
September 28th, 2023, 5:00 p.m.
Montreat Town Hall
1210 Montreat Rd., Black Mountain, NC 28711
Meeting also held via Zoom: <https://bit.ly/3oFiacy>

I. ELECTION OF PRESIDING OFFICER

II. CALL TO ORDER

- Welcome
- Moment of Silence

III. CERTIFICATION OF QUORUM

IV. AGENDA ADOPTION

- **Suggested Motion:** To adopt the meeting agenda as presented/amended

V. ADOPTION OF June 22, 2023, MEETING MINUTES

- **Suggested Motion:** To adopt the June 22, 2023, Meeting Minutes as drafted.

VI. SWEARING IN OF NEW MEMBERS

- If present at this meeting, swear in **Danny Sharpe** as a Regular Member of the Town of Montreat's Board of Adjustment.
- If present at this meeting, swear in **Mike Broussard** as a Regular Member of the Town of Montreat's Board of Adjustment.

VII. ORDER OF APPROVAL

- a) Variance Request (VA-2022-03)** – A Variance request to Section 809 of the Montreat Zoning Ordinance to allow an 18.36-square-foot wayfinding sign on the eastern side of Assembly Drive approximately halfway between Lookout Road and Community Center Circle on the lot described as PIN# 071096841400000 submitted by the Tanner Pickett.

Suggested Motion: To approve/approve with revisions/deny the written order of approval for a Variance request to Section 809 of the Montreat Zoning Ordinance to allow an 18.36-square-foot wayfinding sign on the eastern side of Assembly Drive approximately halfway between Lookout Road and Community Center Circle on the lot described as PIN# 071096841400000 submitted by the Tanner Pickett.

VIII. EVIDENTIARY HEARING

- a) Special Use Permit Request (SUP-2023-01)** – A Special Use Permit to allow a 907-square-foot detached Garage (Accessory Building) with a final height taller than ten feet to be placed in the front yard of a single-family dwelling unit submitted by Dana Bobilya with Harrison Homes (on

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behalf of the Property Owners, Theodore and Susan Mourouzis and Frank and Margaret DeFilippo) on property in the R-1 Zoning District located on Oak Lane approximately 450 feet west of Oak Lane's intersection with Louisiana Road and described as PIN# 071066814100000 within the Town of Montreat.

Suggested Motion: To grant/grant with conditions/deny a Special Use Permit a 907-square-foot detached Garage (Accessory Building) with a final height taller than ten feet to be placed in the front yard of a single-family dwelling unit submitted by Dana Bobilya with Harrison Homes (on behalf of the Property Owners, Theodore and Susan Mourouzis and Frank and Margaret DeFilippo) on property in the R-1 Zoning District located on Oak Lane approximately 450 feet west of Oak Lane's intersection with Louisiana Road and described as PIN# 071066814100000 within the Town of Montreat

- b) Variance Request (VA-2023-01)** – A Variance request submitted by Todd Hutchings*, who is under contract to purchase the Subject Property, for the lot described as PIN#072015687600000 located about 800 feet south of the intersection of Appalachian Way and Oklahoma Road to the following Montreat Zoning Ordinance (MZO) sections for a proposed single-family dwelling: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

Suggested Motion: To grant/grant with conditions/deny a Variance request submitted by Todd Hutchings, who is under contract to purchase the Subject Property, for the lot described as PIN#072015687600000 located about 800 feet south of the intersection of Appalachian Way and Oklahoma Road to the following Montreat Zoning Ordinance (MZO) sections for a proposed single-family dwelling: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

* The applicants last name was spelled as "Hutchingson" on previous documents.

IX. NEW BUSINESS

- a) Discussion of Fall Board of Adjustment training**
(Presenter: Kayla DiCristina)
Suggested Motion: None

X. ADJOURNMENT

**Town of Montreat
Board of Adjustment
Regular Meeting
June 22, 2023 – 5:00 p.m.
Town Hall**

Board members present: David Neel
Arrington Cox
Martha Chastain
Mari Gramling
Mark Spence

Board members absent: Eleanor James
Danny Sharpe

Town staff present: Kayla DiCristina, Zoning Administrator
Angie Murphy, Town Clerk

Election of Presiding Officer

Martha Chastain nominated Mark Spence to be Presiding Officer. David Neel seconded and the motion carried 4/0.

Approximately four members of the public were present. Mark Spence called the meeting to order after a moment of silence.

The meeting was recorded and posted to the Town website on the YouTube Channel which can be found at the following link:

https://www.youtube.com/watch?v=fCr_NynTSow

Certification of Quorum

Mark Spence certified that a quorum was indeed in attendance.

Agenda Adoption

Arrington Cox moved to adopt the agenda as presented. Mari Gramling seconded and the motion carried 4/0.

Adoption of February 23, 2023 Meeting Minutes

Mari Gramling moved to adopt the February 23, 2023 Meeting Minutes as presented. Martha

Chastain seconded and the motion carried 4/0.

Evidentiary Hearing - Variance Request (VA-2022-03)

Town Clerk Angie Murphy swore in the following witnesses:

- Kayla DiCristina – Town of Montreat Zoning Administrator
- Tanner Pickett – Vice President of Communications, MRA
- Sara Baughman – Montreat College representative
- Martha Campbell – property owner within radius of project

Variance Request (VA-2022-03): Tanner Pickett on behalf of the Mountain Retreat Association (Property Owner) is unable to replace the existing wayfinding sign at 407 Kentucky Road due to the non-conforming sign provisions of the Montreat Zoning Ordinance (MZO). Section 809 of the MZO states that privately owned wayfinding signs not part of a community wayfinding plan must be less than four square feet in size. The proposed wayfinding sign exceeds this size. The applicant requests a variance to Section 809 of the Montreat Zoning Ordinance to allow an 18.36-square foot wayfinding sign on the east side of Assembly Drive on the Subject Property approximately halfway between Lookout Road and Community Center Circle. Section 809 of the Montreat Zoning Ordinance also requires permission from the Town of Montreat to construct a wayfinding sign in the Town's right-of-way. The applicant appeared before the Board of Commissioners at their February 9th, 2023, meeting and received permission for the proposed wayfinding sign's location. The proposed wayfinding sign will replace the existing wayfinding sign due to damage associated with normal weathering. It is the same size as the existing wayfinding sign but deviates in design. The proposed wayfinding sign is a double-sided sign 4.08 feet tall by 4.5 feet wide and is 18.36 square feet in area per side.

Tanner Pickett advised that the frame of the sign will remain as is with only the front/back portions of the sign being updated. Mr. Pickett stated that if the MRA replaced the sign within the restrictions of the ordinance it would be so small that people driving by would not be able to see it at all. Mr. Pickett also added that the proposed sign will be front/back as opposed to front only as it is now.

Sara Baughman, representative of Montreat College, advised the Board of Adjustment that the College supports the proposed sign as it gives the first impression of the College and directs people to its location.

Martha Campbell, speaking on behalf of one the property owners who has standing within the radius, stated they support the replacement of the sign with the new front/back as proposed. Mrs. Campbell also advised that when she was on Town Council she served on the Wayfinding Committee and this area of Town was pivotal to wayfinding questions.

Martha Chastain moved to close the Public Hearing. Arrington Cox seconded and the motion carried 4/0.

Martha Chastain felt that if the variance was not granted it would be a hardship in that the font on the signage would be so small that people driving by would not be able to read the sign. Mrs. Chastain stated that the existing sign's proximity to Town Center and institutional buildings make it an ideal location for the allowable sign dimensions, however, the allowable sign dimensions of 4 square feet does not give enough space for legible wayfinding directions especially from a vehicle. A larger sign would be easier to read and would stand out from the existing trees and foliage. The redesigned sign uses the existing sign's structure and allows for more usable wayfinding signs keeping consistent with the other institutional signs at a minimal cost. Mrs. Chastain stated that the current sign which is 27 years old and predates the current ordinance is in disrepair and gives poor representation of both institutions. Mrs. Chastain stated that the proposed sign is in accordance with the ordinance because it specifically for the purposes of wayfinding at a crucial intersection at the Town Center. Chair Spence read aloud Findings-of-Fact #6 in which Mrs. Chastain agreed it was correct with regards to this variance.

Chair Spence reflected briefly on his readings of the approved, but not implemented, Wayfinding Plan.

Arrington Cox moved to grant a Variance request to Section 809 of the Montreat Zoning Ordinance to allow an 18.36-square-foot wayfinding sign on the eastern side of Assembly Drive approximately halfway between Lookout Road and Community Center Circle on the lot described as PIN# 071096841400000 submitted by Tanner Pickett, on behalf of the Property Owner the Mountain Retreat Association. David Neel seconded and the motion carried 4/0.

Chair Spence, once again, expressed his concerns about the approved, but not implemented, Wayfinding Plan. Ms. DiCristina advised that a better venue for this discussion would be at a Board of Commissioners meeting.

Adjournment

David Neel moved to adjourn the meeting. Martha Chastain seconded and the motion carried 4/0.

Mark Spence, Presiding Chair

Angie Murphy, Town Clerk

STATE OF NORTH CAROLINA

BUNCOMBE COUNTY

**BEFORE THE TOWN OF MONTREAT
BOARD OF ADJUSTMENT
CASE NO. VA-2022-03**

**In the Matter of: The Variance Application
By Tanner Pickett (on behalf of Mountain
Retreat Association) on Town of Montreat
Street Right-of-Way to allow an 18.36-
square-foot wayfinding sign (Section 809 of
MZO) on the eastern side of Assembly Drive
approximately halfway between Lookout
Road and Community Center Circle on the
Town Right-of-Way adjacent to the property
described as PIN# 071096841400000;**

ORDER

THIS MATTER coming on for hearing before the Town of Montreat Board of Adjustment ("Board") on consideration of the Variance Application to allow an 18.36-square-foot wayfinding sign (Section 809 of MZO) on the eastern side of Assembly Drive approximately halfway between Lookout Road and Community Center Circle on the Town of Montreat Right-of-Way ("Subject Property") adjacent to the property assigned Buncombe County Tax PIN# 071096841400000, by Tanner Pickett ("Applicant"), on behalf of the Mountain Retreat Association, pursuant to Section 310.42 and 310.5 of The Zoning Ordinance of the Town of Montreat, North Carolina ("Town") adopted June 10, 2021 ("Ordinance");

A quasi-judicial evidentiary hearing before the Board was held June 22, 2023. Based upon the testimony presented, the documentary evidence, and related materials submitted and after public deliberation, the Board does hereby make the following:

FINDINGS OF FACT

- 1) Notice of the quasi-judicial hearing, pursuant to the Ordinance and state law, was duly and timely given, the hearing was properly advertised, and the Subject Property was properly posted.
- 2) The hearing was held pursuant to Section 310.42 and 310.5 of the Ordinance, and pursuant to N.C. Gen. Stat. §160D-406, on the Variance application submitted by the Applicant, and the matter is properly before the Board, is within the Board's jurisdiction under the Ordinance, and is ripe for consideration.
- 3) The Applicant filed the application for a variance to approve an 18.36-square foot wayfinding sign on property dedicated to the Town of Montreat by the Offer of

Dedication recorded in Book 1443 at Page 145 and Resolution of the Board of Commissioners accepting the Offer of Dedication recorded Book 1443 at page 144 on August 28, 1986, in the Office of the Register of Deeds for Buncombe County, North Carolina. At the February 9, 2023, meeting of the Town of Montreat Board of Commissioners, the Applicant received approval from the Board of Commissioners to place the proposed wayfinding sign on the Subject Property contingent on receiving a variance from the Board of Adjustment for a wayfinding sign larger than allowed in Section 809 of the Ordinance. Section 809 permits a wayfinding sign on Town Right-of-Way with the permission and approval of the Town. Section 809 permits privately owned wayfinding signs that do not exceed four square feet in surface area.

- 4) The Subject Property is a strip of vegetated land adjacent to Assembly Drive between Lookout Road and Community Center Circle with an existing wayfinding sign. The Subject Property is in the Institutional Zoning District and Conservation and Town Center Overlay Districts.
- 6) On or about May 24, 2023, in accordance with Section 310.5 of the Ordinance, the Applicant submitted an application for a Variance from the size limitation in Section 809 of the Ordinance to allow an 18.36-square-foot wayfinding sign on the eastern side of Assembly Drive approximately halfway between Lookout Road and Community Center Circle on the Subject Property. Based on a review of the documents presented, the Town Zoning Administrator, Kayla DiCristina, AICP, ("DiCristina") determined the application to be complete.
- 7) The public hearing was properly noticed in accordance with all applicable laws and regulations governing the noticing requirements for public hearings. DiCristina, the Applicant, Sara Baughman (Vice President of Marketing and Communications at Montreat College), and Martha Campbell (on behalf of the Property Owner of 304 Texas Road, a property within the required notification radius) presented evidence at the public hearing and were properly sworn-in.
- 8) Section 310.42 of the Ordinance provides that in approving a Variance, the Board of Adjustment must find that:
 - (A) Unnecessary hardship would result from the strict application of the Ordinance. It shall not be necessary to demonstrate that, in the absence of the Variance, no reasonable use can be made of the property.
 - (B) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a Variance.

- (C) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a Variance shall not be regarded as a self-created hardship.
- (D) The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved.
- (E) The Variance requested is the minimum Variance that will make possible the requested Use of the land, Building or Structure.
- (F) The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District.
- 10) The staff report with exhibits, staff presentation, and Variance application were submitted into evidence at the public hearing.
- 11) The Applicant presented sworn testimony that the impetus of this Application is that the existing wayfinding sign on the Subject Property has deteriorated and needs to be replaced. The Applicant stated that the requested size of the proposed wayfinding sign in the proposed location is necessary to ensure effective wayfinding assistance to travelers. The Applicant stated that this location is ideal due to being in the center of Town and the requested size is needed to ensure that those on foot, bike, or in a vehicle can read the information on the wayfinding sign. The Applicant stated that if the proposed wayfinding sign was required to comply with the size restrictions in Section 809 of the Ordinance that it would be “useless”.
- 12) Sara Baughman (Vice President of Marketing and Communications at Montreat College) (“Baughman”) presented sworn testimony on the application. Baughman shared that the Applicant worked closely with Montreat College on the design and directional information. Baughman stated that Montreat College is in support of this application as the proposed size, location, and design of the proposed wayfinding sign will ensure effective directional assistance to travelers entering and exiting Montreat.
- 13) Martha Campbell (on behalf of the Property Owner of 304 Texas Road, within the required notification radius) (“Campbell”) presented sworn testimony on the application. Campbell shared that she was on the committee that prepared the 2014 Wayfinding Plan for the Town. Campbell stated that the proposed wayfinding sign is in line with what the 2014 Wayfinding Plan recommended, in size and design, in this location, even though the plan itself was never implemented.

- 12) Competent, material and substantial evidence was presented by the Applicant to show the following requirements were met:
- a. Unnecessary hardship would result from the strict application of the Ordinance. If the proposed wayfinding sign complied with the smaller size as required by the Ordinance, it would be ineffective at conveying information to travelers and place hardship on not only the Applicant but travelers as well. The size of the proposed wayfinding sign is also supported by the unimplemented 2014 Wayfinding Plan.
 - b. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. The proposed location is ideal for the proposed wayfinding sign due to its central location in Town, but Section 809 of the Ordinance does not allow privately owned wayfinding signs larger than four square feet in this area.
 - c. The hardship did not result from actions taken by the applicant or the property owner. The existing wayfinding sign has existed for over 25 years. Neither the Applicant nor the Town knows who originally constructed the sign or who was responsible for it. The Applicant is improving the sign for the overall well-being of the Town and its residents and visitors.
 - d. The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved. The proposed wayfinding sign will positively impact public safety as it will direct visitors to their destinations and confirm their progress along the route. The design and location of the proposed wayfinding sign is also supported by the unimplemented 2014 Wayfinding Plan.
 - e. A Variance to allow an 18.36-square-foot privately owned wayfinding sign is the minimum Variance that will make possible the requested Use of the land, Building or Structure. The size of the proposed wayfinding sign is the minimum possible to ensure that the information is visible to travelers. The proposed wayfinding sign also uses physical components of the existing sign.
 - f. The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District. The request is for an increase in the size of a privately owned wayfinding sign, which is permitted in the Institutional Zoning District and Conservation and Town Center Overlay Districts.

Therefore, based upon the foregoing FINDINGS OF FACT, and Section 310.42 of the Ordinance, the Board hereby makes the following:

CONCLUSIONS OF LAW

- 1) This Board has jurisdiction to hear and decide applications for Variances. This application is within that jurisdiction.
- 2) The Applicant's application for the Variance is complete.
- 3) If completed as proposed in the application, the Applicant's development will comply with all other requirements of the Ordinance.
- 4) Unnecessary hardship would result from the strict application of the Ordinance.
- 5) The hardship results from conditions that are peculiar to the property, such as location, size, or topography.
- 6) The hardship did not result from actions taken by the applicant or the property owner.
- 7) The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved.
- 8) The Variance approved is the minimum Variance that will make possible the requested Use of the land, Building or Structure.
- 9) The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District.
- 10) The application for a Variance submitted by the Applicant should be approved.

NOW, THEREFORE, IT IS ORDERED, based upon the foregoing Findings of Facts and Conclusions of Law, and by a vote of 5 in favor and 0 against of the voting Board members present at the June 22, 2023 meeting, upon a duly made motion and second, to approve the Applicant's application for a Variance to allow an 18.36-square-foot wayfinding sign (Section 809 of MZO) on the Subject Property, the VARIANCE IS HEREBY GRANTED.

ORDERED this _____ day of _____ 2023.

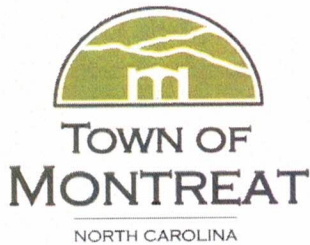
TOWN OF MONTREAT BOARD OF ADJUSTMENT

By: _____
_____, Acting Chair

Attest:

Angie Murphy, Clerk to the Board

DRAFT



TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT

P. O. Box 423

Montreat, NC 28757

Tel: (828) 669-8002, ext. 303

www.townofmontreat.org

SPECIAL USE PERMIT – APPLICATION

FEE: \$300

(ADDENDUM TO INITIAL ZONING/DEVELOPMENT COMPLIANCE – APPLICATION)

Project Address(s): 157 Oak Lane, Monreat NC 28757

Parcel Identifier Number(s) (PIN #): 0710668141

Zoning District(s) & Existing Use(s): R-1

Owner Name: Theodore and Susan Mourouzis/Frank and Margaret DeFilippo

Mailing Address: 10851 Ruby Ct.

City: Carmel State: IN ZIP: 46032

Owner Phone: 317-332-2654 E-mail: susanmourouzis@outlook.com

Short description of proposed project/changes and intended use: Placement of an accessory structure in the front yard setback of a single-family home currently under construction. The location of the garage as proposed is in the exact location of the condemned 945 square foot home which the current owner demolished. The proposed garage is a total of 907 square feet (587 of garage and 320 of conditioned bonus space above) and will have a eve height of approximately 12' from the finished floor elevation of the garage slab. The proposed location does not encroach on any of the front, side or rear setbacks and is located within the current are of disturbance approved for the active construction permit.

This application must be accompanied by the following items:

- A **plat** showing the proposed locations and dimensions of any structures to be built or modified
- A **map** showing the topography of the site
- A list of **property owners within 250'** of the site
- **Existing uses** of all properties within **250'** of the site
- **Application fee** (see current Fee Schedule) payable to the Town of Montreat
- **Project response to 310.62 PROCEDURES FOR SPECIAL USE PERMITS APPROVED BY THE BOARD OF ADJUSTMENT (Items 310.621 – 310.626)** (see next page)

Applicants must attach a written response to Items 310.621 – 310.626 as part of a complete application. (see next page)

Following a determination by the Zoning Administrator that the application is Complete, all documents and other pertinent data shall be transmitted to the Board of Adjustment for final action.

Applicant's Acknowledgement

I, Dana Bobilya (Harrison Homes - VP), hereby certify that all of the information set forth above is true and accurate to the best of my knowledge.

Date: 7/24/2023 Applicant's Signature: 

Applicant's Name (PLEASE PRINT): Dana Bobilya (Harrison Homes VP) applying on behalf of Owners

828-230-4981, dana@harrisonhomesnc.com

FOR OFFICE USE ONLY

Materials Submitted: ☐ Plat ☐ Topographic Map ☐ Property Owner List ☐ Existing Uses

Permit Fee: \$ _____ Cash: \$ _____ Check #: _____ Date Paid: _____

Date: _____ Zoning Administrator's Signature: _____

Zoning Administrator's Name (PLEASE PRINT): _____

310.621 That the Use will not be detrimental to or endanger the public health, safety or general welfare if located where proposed and developed according to the plan as submitted and approved.

The detached two car garage with a bonus space above it will in no way endanger the public health, safety or general welfare if placed in the location proposed.

310.622 That the Use meets or will meet all the required and applicable development standards and conditions of the Town of Montreat (including without limitation all development standards, conditions, and requirements related to utilities, parking, access, and stormwater drainage and the applicable regulations of the Zoning District in which it is located, except as such regulations may, for each case, be modified by the Board of Adjustment).

The proposed location of the detached garage allows for minimal land disturbance because its located within the current area of disturbance for the new single family home we're constructing, it is located where an old condemned home was, it is located within the buildable footprint of the lot, it does not encroach upon the front, side or rear setbacks and is at the end of the Oak Lane.

The proposed garage will include a "bonus" space above it which will be conditioned and have a full bathroom with a "wet bar". The "bonus" space will not have complete kitchen facilities and will be utilized by the owner as a craft room and extra bedroom when hosting family gatherings.

The proposed structure is 23'-6" wide X 25' deep. The unconditioned garage 587 square feet and the conditioned bonus space will be 320 square feet. The attached plans show a full kitchen facility at the entry to the conditioned space above the garage, but upon approval of the Special Use Permit Application we intend to revise that area to include the sink and undercounter refrigerator on the right and storage cabinets for craftwork on the left. The overall height of the structure from the garage slab is anticipated to be around 20' from the finished slab to the peak of the roof.

310.623 That the Use will not substantially diminish and impair the value of any property any portion of which is located within two hundred fifty feet (250') of the boundary of the parcel on which the Use will be located.

Aside from the fact that the property owners demolished and removed the condemned and collapsed structures on the property, the quality and aesthetic appeal of the newly constructed home and garage were designed to fit into the overall feel and look of Montreat's prominent cottage architecture and therefore enhance the value of neighboring properties.

310.624 That the location and character of the Use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will not be injurious to the use and enjoyment of other property, for the purposes already permitted, within the area in which it is located.

Not only will the location of the proposed garage in no way be injurious to the use and enjoyment of other property owners, but the proposed location will reduce damage to the natural topography, trees and natural green space. To locate it anywhere else on the lot would significantly impact drainage, topography, and functionality. It will also help by allowing for indoor storage of vehicles, lawn equipment and garbage. The garage will be enclosed by an operable garage door to be maintained in good working order and the garage doors will be kept closed when the house is unoccupied for more

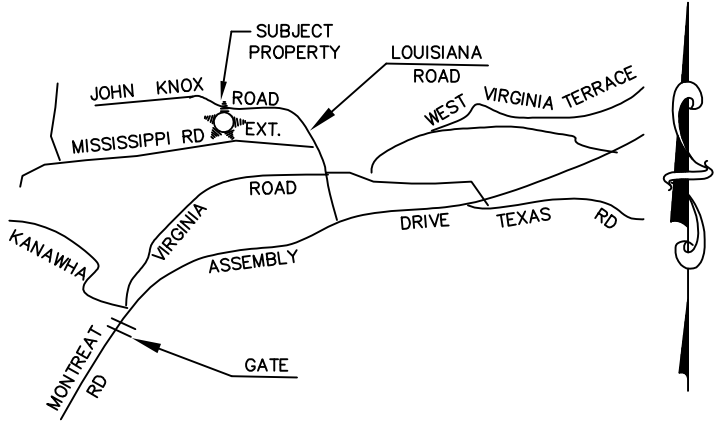
than one day. Not only will the property owner adhere to the above standards, but they will maintain the garage and its appearance to reasonably remain in the condition it is in when completed and approved by the Building Inspector.

310.625 That the location and character of the Use, if developed according to the plan as submitted and approved, will be in general conformity with the adopted policies and plans, including the Comprehensive Plan of the Town of Montreat.

Not only will the proposed garage be in conformity with the adopted policies and plans of the Town of Montreat, but it will be constructed of materials that meet or exceed the quality and appearance of the principle Building currently under construction.

310.626 That adequate measures have been taken or will be taken to provide ingress and egress so designed as to minimize congestion in the public streets.

The orientation of the lot located at 157 Oak Lane is unique in that it is the last parcel on the street. The addition of the garage allows for more parking on the property and enhances the ability for vehicles to enter the property, turn around on the property and exit rather than having to navigate backing onto Oak Lane and then turning the vehicle around on the narrow road.



LOCATION MAP

LEGEND

- △ . . . NGS GEODETIC MONUMENT
- CMF . . . CONCRETE MONUMENT FOUND
- ▣ PSF . . . PLANTED STONE FOUND
- IPF . . . IRON PIN FOUND-SIZE AS NOTED
- RBF . . . REBAR FOUND-SIZE AS NOTED
- RBS . . . #5 REBAR W/ ID CAP SET
- . . . CALCULATED POINT-NOT SET
- ⊗ . . . FIRE HYDRANT
- ⊙ . . . SEWER CLEANOUT
- ⊙ . . . ELECTRIC METER
- ⊙ . . . GAS METER
- ⊙ . . . PHONE PEDESTAL
- ⊙ . . . WATER VALVE
- ⊙ . . . WATER METER
- ⊙ . . . HEAT PUMP
- ⊙ . . . AREA LIGHT
- ⊙ . . . EXISTING MANHOLE & SEWERLINE
- ⊙ . . . UTILITY POLE & OVERHEAD LINES (P=POWER, T=TELEPHONE, C=CABLE)

AREA = 0.501 ACRE
By Coord. Computation

Mountain Retreat Association
D.B. 103, P. 131
P.B. 40, P. 53

TREE TABLE

BRP	BRADFORD PEAR
CHR	CHERRY
MAP	MAPLE
PINE	PINE
POP	POPLAR
WAL	WALNUT
WHO	WHITE OAK
WHP	WHITE PINE

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 6087, P. 964 AND P.B. 16, P. 93.) THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES AS DRAWN FROM INFORMATION FOUND IN OTHER REFERENCE SOURCES; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).THIS 14th DAY OF JULY, 2022.

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING WAS USED TO PERFORM THE SURVEY.

1. CLASS OF SURVEY: CLASS A (HORIZONTAL)
2. POSITIONAL ACCURACY: NOT TO EXCEED 0.10 FT H. & V.
3. TYPE OF FIELD PROCEDURE: RTK-VRS
4. DATES OF SURVEY: 07/01/2022
5. DATUM/EPOCH: H-NAD 83-2011 EPOCH 2010, V-NAVD 88
6. PUBLISHED/FIXED-CONTROL USED: NC VRS NETWORK
7. GEOD MODEL: GEOD 12B
8. COMBINED GRID FACTOR: 0.99977194
9. UNITS USED: US SURVEY FOOT

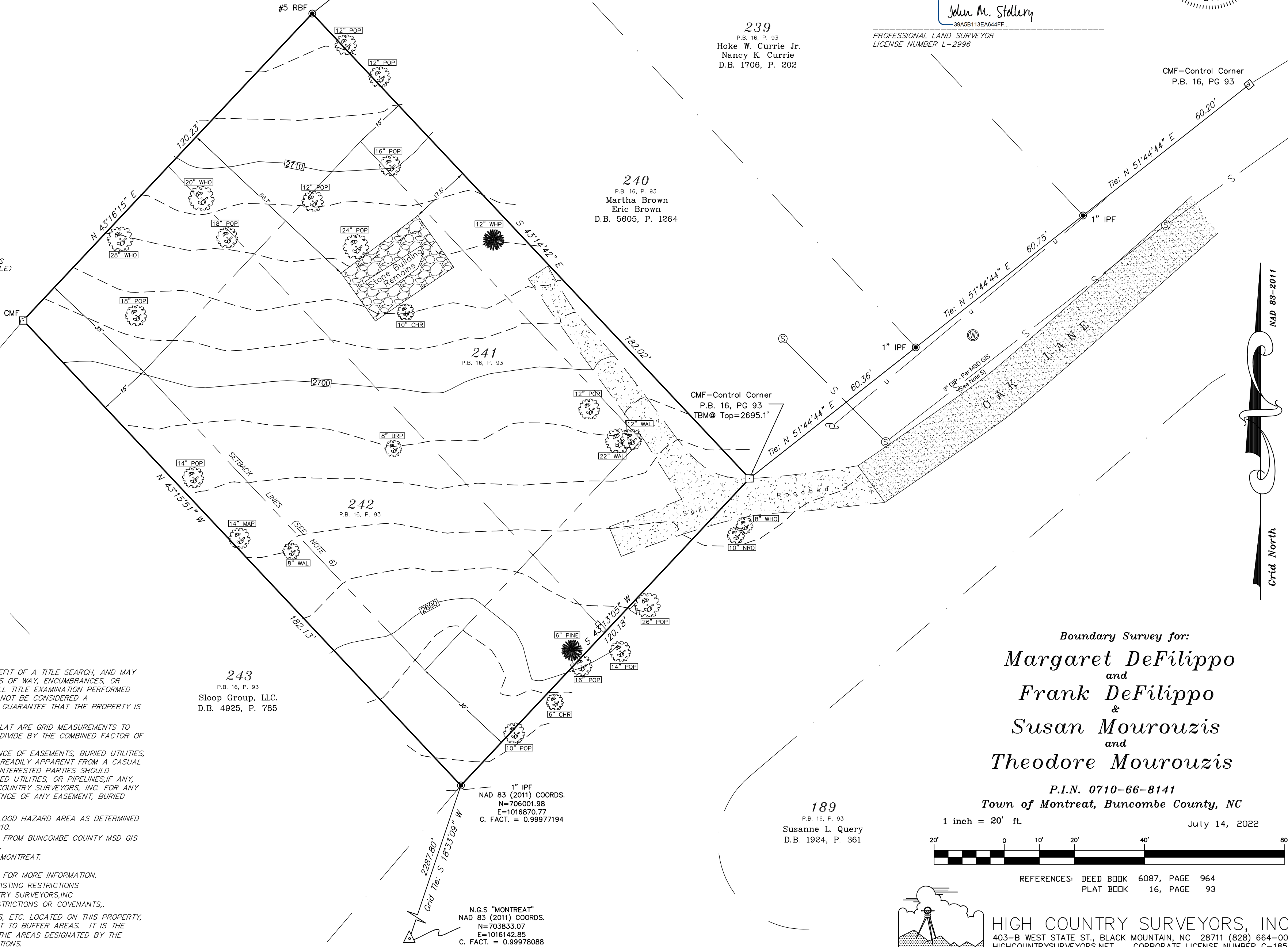
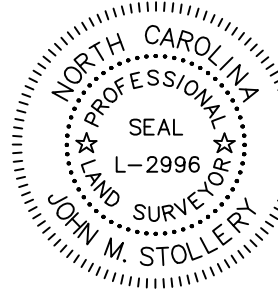
*RTK Observations were used only to tie property to NC Grid.

DocuSigned by:

John M. Stollery

39A5B113EA644FF...

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-2996



NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND MAY NOT SHOW ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ENCUMBRANCES, OR OTHER FACTS THAT MAY BE DISCLOSED BY A FULL TITLE EXAMINATION PERFORMED BY AN ATTORNEY AT LAW. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE PROPERTY IS FREE FROM ENCUMBRANCES.
2. THE DISTANCES AND ACREAGE SHOWN ON THIS PLAT ARE GRID MEASUREMENTS TO CONVERT TO GROUND DISTANCES AND ACREAGE, DIVIDE BY THE COMBINED FACTOR OF 0.99977194.
3. UNLESS STATED OTHERWISE HEREON, ONLY EVIDENCE OF EASEMENTS, BURIED UTILITIES, PIPELINES, OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. INTERESTED PARTIES SHOULD INVESTIGATE THE EXISTENCE OF EASEMENTS, BURIED UTILITIES, OR PIPELINES, IF ANY, AND VERIFY. NO LIABILITY IS ASSUMED BY HIGH COUNTRY SURVEYORS, INC. FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENT, BURIED UTILITY, OR PIPELINE ON THE PREMISES.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA. SEE FIRM 3710071000J DATED 01.06.2010.
5. UNDERGROUND SEWERLINE INFORMATION IS TAKEN FROM BUNCOMBE COUNTY MSD GIS INFORMATION, AND HAS NOT BEEN FIELD VERIFIED.
6. THIS PROPERTY IS ZONED R-1 BY THE TOWN OF MONTREAT. SETBACKS: 30' FRONT, 15' SIDE, 35' REAR. SEE THE TOWN OF MONTREAT ZONING ORDINANCE FOR MORE INFORMATION. INTERESTED PARTIES SHOULD INVESTIGATE ALL EXISTING RESTRICTIONS PRIOR TO DESIGN OR CONSTRUCTION. HIGH COUNTRY SURVEYORS, INC. MAKES NO CLAIM TO THE EXISTANCE OF ANY RESTRICTIONS OR COVENANTS.
7. ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER'S/DEVELOPER'S RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.

Boundary Survey for:
Margaret DeFilippo
and
Frank DeFilippo
&
Susan Mourouzis
and
Theodore Mourouzis

P.I.N. 0710-66-8141
Town of Montreat, Buncombe County, NC

1 inch = 20' ft. July 14, 2022



REFERENCES: DEED BOOK 6087, PAGE 964
PLAT BOOK 16, PAGE 93



HIGH COUNTRY SURVEYORS, INC.
403-B WEST STATE ST., BLACK MOUNTAIN, NC 28711 (828) 664-0091
HIGHCOUNTRYSURVEYORS.NET CORPORATE LICENSE NUMBER C-1854

DEVELOPMENT DATA

PROPERTY OWNER: MARGARET & FRANK DEFILIPPO,
SUSAN & THEODORE MOUROUZIS
157 OAK LANE
MONTREAT, NC 28757

PARCEL PIN: 0710-66-8141

PARCEL ACREAGE: 0.501 AC

DISTURBED AREA: 12,608 SF OR 0.289 AC
IMPERVIOUS AREA: 5,531 SF OR 0.127 AC

CONSTRUCTION SEQUENCE:

1. INSTALL ALL EROSION CONTROL MEASURES AS SHOWN;
2. ON-SITE INSPECTION BY INSPECTOR TO APPROVE PERIMETER EROSION CONTROL DEVICES;
3. PROCEED WITH GRADING;
4. CLEAN SEDIMENT BASINS WHEN ONE-HALF FULL;
5. REPAIR OR REPLACE ALL EROSION CONTROL MEASURES AS NEEDED;
6. SEED AND MULCH DENUDED AREA, AS REQUIRED, AFTER FINISHED GRADES ARE ESTABLISHED;
7. MAINTAIN SOIL EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER ESTABLISHED;
8. REQUEST FINAL APPROVAL BY CONSTRUCTION INSPECTOR; AND,
9. REMOVE ALL TEMPORARY SOIL EROSION CONTROL MEASURES AND STABILIZE THESE AREAS.

GRADING & EROSION CONTROL NOTES:

1. PROPERTY OWNER IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL STORM WATER POLLUTION PREVENTION LAWS AND ORDINANCES. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL REQUIRED PERMITS.
2. EROSION AND SEDIMENT CONTROL MEASURES INDICATE THE MINIMUM MEASURES REQUIRED. ALL EXISTING STORMWATER MEASURES SHALL BE PROTECTED DURING CONSTRUCTION. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ADD ADDITIONAL MEASURES AS REQUIRED BY FIELD CONDITIONS AND/OR ON-SITE INSPECTION.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED DAILY AND AFTER ANY RAINFALL. ANY REPAIRS OR DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY. A RECORD LOG SHALL BE MAINTAINED ON THE SITE BY THE PROPERTY OWNER AND WILL RECORD ANY DEFICIENCIES AND THE CORRECTIVE MEASURES TAKEN. REFERENCE THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL FOR ADDITIONAL INFORMATION.
4. ALL FILL SLOPES SHALL BE COMPACTED FULL DEPTH TO NOT LESS THAN 95 PERCENT MAXIMUM DENSITY (STANDARD PROCTOR), SHALL BE PLACED ON A SURFACE CLEAR OF GROWTH AND DEBRIS, AND BE PROPERLY BENCHED AND DRAINED.
5. ALL CONSTRUCTED SEVERE SLOPES GREATER THAN 2:1 SHALL BE DESIGNED BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEERING. ADDITIONALLY FOR CONSTRUCTED SEVERE SLOPES GREATER THAN FIVE FEET IN HEIGHT, AN INSPECTION AND A STABILITY CERTIFICATE ARE REQUIRED BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WITH GEOTECHNICAL EXPERTISE SUFFICIENT TO PERFORM THE INSPECTION AND STABILITY ANALYSIS.
6. EXISTING SURFACE DRAINAGE PATTERNS AND STRUCTURES SHALL BE PRESERVED. ALL 3:1 AND STEEPER SLOPES AND PERIMETER AREAS SHALL BE REVEGETATED WITHIN 7 CALENDAR DAYS OF DISTURBANCE. CUT SLOPES SHALL NOT EXCEED 1.5:1 AND FILL SLOPES SHALL NOT EXCEED 2:1.
7. ALL DISTURBED AREAS NOT PAVED SHALL BE FINE GRADED AND SEEDED WITH REBEL II TALL FESCUE SEED MIX OR EQUIVALENT. ALL SLOPES 4:1 OR GREATER SHALL RECEIVE EROSION CONTROL MATTING PRIOR TO SEEDING.
8. BEFORE THE YOU DIG CALL 1-800-632-4949 N.C. ONE-CALL CENTER IT'S THE LAW. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES REGARDING THE PROPOSED CONSTRUCTION. IN ADDITION, THE CONTRACTOR IS TO BE NOTIFIED WHICH UTILITIES, BUT NO LIMITED TO WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, TELEPHONE, CABLE, FIBER OPTICS AND GAS, ARE LOCATED IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND STAKING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING THEM DURING THE WORK AND SHALL BEAR ANY COSTS TO REPAIR UTILITIES DAMAGED AS A CONSEQUENCE OF PERFORMING THE WORK.

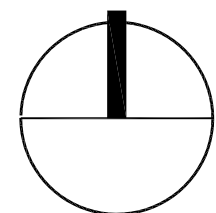
NOTE:

SITE, GRADING & EROSION CONTROL PLANS PREPARED FROM
BOUNDARY, TOPOGRAPHIC & TREE SURVEY INFORMATION
PROVIDED BY HIGH COUNTRY SURVEYORS, INC. DATED 7-14-22.



TREE REMOVAL CHART:

SIZE / TYPE	QUANTITY
8" Bradford Pear	1
10" Cherry	1
12" Poplar	1
24" Poplar	1
12" Walnut	1
24" Walnut	1
12" White Pine	1



north



243

P.B. 16, P. 93

Sloop Group, LLC.
D.B. 4925, P. 785

239

P.B. 16, P. 93

Hoke W. Currie Jr.
Nancy K. Currie
D.B. 1706, P. 202

240

P.B. 16, P. 93

Martha Brown
Eric Brown
D.B. 5605, P. 1264

TERMINUS OF ABOVE GROUND
UTILITIES. UNDERGROUND UTILITIES
WILL BE EXTENDED FROM THIS
LOCATION TO SERVE THE PROJECT.

EROSION CONTROL
FENCE (±120 LF)

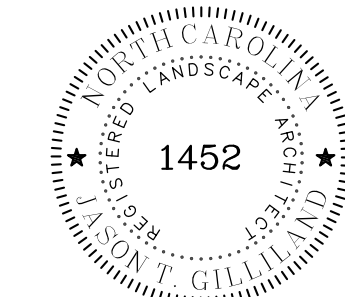
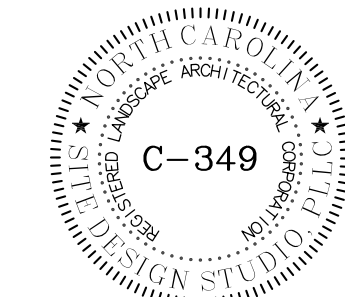
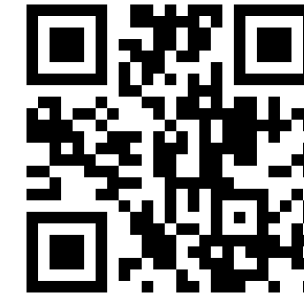
EROSION CONTROL
FENCE (±285 LF)
LIMIT OF
DISTURBANCE

CMF—Control Corner
P.B. 16, PG 93
TBM@ Top=2695.1'

4 PARKING
SPACES

HOUSE
FFE =
2702

22'X24'
GARAGE
FFE =
2698.50



DEFILIPPO & MOUROUZIS
157 OAK LANE
MONTREAT, NORTH CAROLINA

DATE: SEPTEMBER 7, 2022
DESIGNED BY: JTG
CHECKED BY: JNG
SCALE: 1" = 10'
PROJECT #: 22-060

REVISIONS:
SEPTEMBER 21, 2022
AUGUST 11, 2023

SHEET TITLE

SITE, GRADING
& EROSION
CONTROL PLAN

SHEET NUMBER

L100

STORMWATER CALCULATIONS

LOT SIZE 21,845 SF = 0.501 AC
SITE DISTURBANCE = 12,608 SF OR 0.289 AC
PROPOSED IMPERVIOUS AREA = 5,531 SF OR 0.127 AC

PRE DEVELOPMENT RUNOFF

BLACK MT. NOAA ONE YEAR 24 HR DURATION = 2.66 INTENSITY
(1HR RAINFALL INTENSITY, 1 YEAR EVENT) - 0.48 CFS

POST DEVELOPMENT RUNOFF

BLACK MT. NOAA ONE YEAR 24 HR DURATION = 2.66 INTENSITY
(1HR RAINFALL INTENSITY, 1 YEAR EVENT) - 0.68 CFS

RATIONAL METHOD NET INCREASE = 0.20 CFS

FIRST INCH OF RAINFALL TO CAPTURE AND TREAT:

BLACK MT. NOAA ONE YEAR ONE HOUR DURATION = 1.21 INTENSITY
POST CONSTRUCTION COMPOSITE RUNOFF COEFFICIENT = 0.51

TOTAL SITE RUNOFF FROM FIRST INCH OF RAINFALL = 1,105 CUBIC FT.

REGENERATIVE STORMWATER CONVEYANCE AND RAIN GARDEN
SIZED TO CAPTURE AND TREAT 1,170 CUBIC FEET.

STORMWATER NOTES:

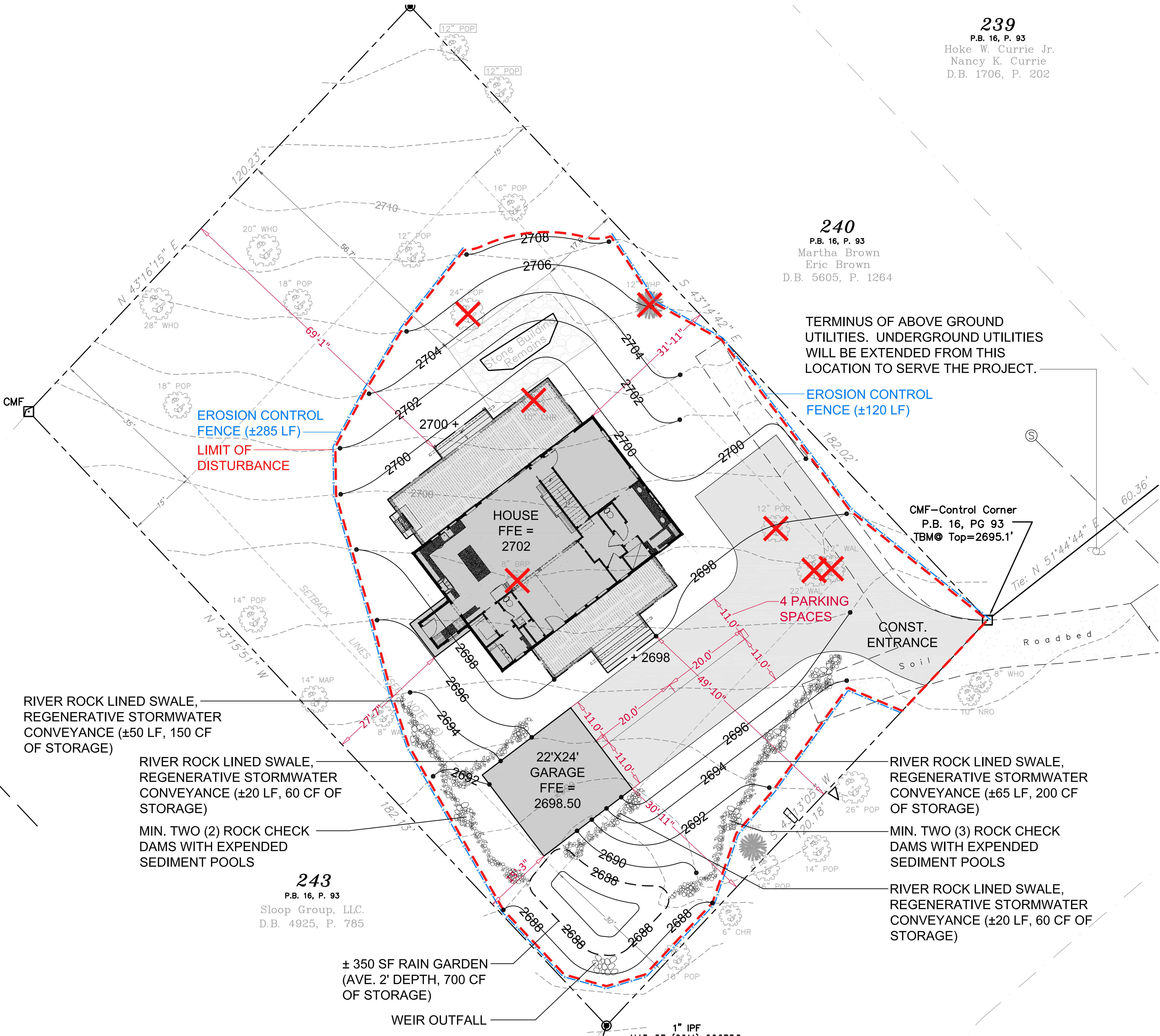
305(5) A). THIS PROJECT EMPLOYS LID PRACTICES FOR STORMWATER WITH A SERIES OF STORMWATER COLLECTION DEVICES (GUTTERS, DOWNSPOUTS, ROOF DRAINS, REGENERATIVE CONVEYANCES, CHECK DAMS, SEDIMENT POOLS AND RAIN GARDEN / DEPRESSED DETENTION) AS WELL AS RIVER ROCK DISCHARGE LOCATION. DISCHARGE FROM ROOF DRAIN LOCATIONS SHALL BE AT THE RIVER ROCK REGENERATIVE STORMWATER CONVEYANCE LOCATIONS, WHICH ARE INTENDED TO CONTROL AND SLOW STORMWATER DOWN SERIES OF CHECK DAMS AND SEDIMENT POOLS, BOTH STORING AND TREATING STORMWATER AS IS FLOWS TO THE RAIN GARDEN FOR ADDITIONAL STORAGE. THESE MEASURES MIMIC THE EXISTING NATURAL HYDROLOGY, CAPTURE AND TREAT RUNOFF PER THE CALCULATIONS PROVIDED ABOVE.

305(5) C). THE SERIES OF STORMWATER COLLECTION AND TREATMENT DEVICES PROVIDE A MINIMUM OF 85% AVERAGE ANNUAL REMOVAL FOR TOTAL SUSPENDED SOLIDS.

305(5) D). THE PEAK STORM WATER RUNOFF RELEASE RATES LEAVING THE SITE DURING POST-CONSTRUCTION ARE LESS THAN THE PREDEVELOPMENT PEAK STORM WATER RUNOFF RELEASE RATES FOR THE 1-YEAR FREQUENCY, 24-HOUR DURATION STORM EVENT PER THE CALCULATIONS PROVIDED ABOVE.

305(5) E). NO SINGLE COLLOCATION DEVICE / PRACTICE RECEIVES RUNOFF FROM AN AREA GREATER THAN THREE (3) ACRES.

NOTE: THE PROFESSIONAL LANDSCAPE ARCHITECT PERFORMING THE DESIGN AND CALCULATIONS FOR THIS PROJECT IS PRACTICING IN THEIR AREA OF COMPETENCE.



239

P.B. 16, P. 93

Hoke W. Currie Jr.

Nancy K. Currie

D.B. 1706, P. 202

240

P.B. 16, P. 93

Martha Brown

Eric Brown

D.B. 5605, P. 1264

TERMINUS OF ABOVE GROUND
UTILITIES. UNDERGROUND UTILITIES
WILL BE EXTENDED FROM THIS
LOCATION TO SERVE THE PROJECT.

EROSION CONTROL
FENCE (±120 LF)

EROSION CONTROL
FENCE (±285 LF)

LIMIT OF
DISTURBANCE

HOUSE
FFE =
2702

22'X24'
GARAGE
FFE =
2698.50

CMF-Control Corner
P.B. 16, PG 93
TBM@ Top=2695.1'

4 PARKING
SPACES

CONST.
ENTRANCE

RIVER ROCK LINED SWALE,
REGENERATIVE STORMWATER
CONVEYANCE (±50 LF, 150 CF
OF STORAGE)

RIVER ROCK LINED SWALE,
REGENERATIVE STORMWATER
CONVEYANCE (±20 LF, 60 CF OF
STORAGE)

MIN. TWO (2) ROCK CHECK
DAMS WITH EXPENDED
SEDIMENT POOLS

RIVER ROCK LINED SWALE,
REGENERATIVE STORMWATER
CONVEYANCE (±65 LF, 200 CF
OF STORAGE)

MIN. TWO (3) ROCK CHECK
DAMS WITH EXPENDED
SEDIMENT POOLS

RIVER ROCK LINED SWALE,
REGENERATIVE STORMWATER
CONVEYANCE (±20 LF, 60 CF OF
STORAGE)

243

P.B. 16, P. 93

Sloop Group, LLC.

D.B. 4925, P. 785

± 350 SF RAIN GARDEN
(AVE. 2' DEPTH, 700 CF
OF STORAGE)

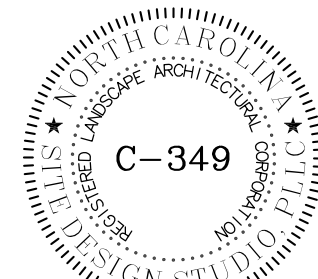
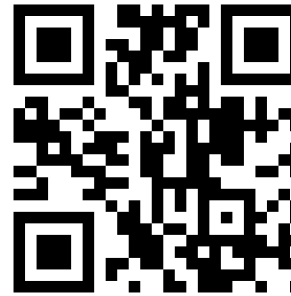
WEIR OUTFALL

1" IPF



SITE DESIGN STUDIO
landscape architecture
planning
project management
construction observation

www.sds-la.com
828.484.8225



DEFILIPPO & MOUROUZIS
157 OAK LANE
MONTREAT, NORTH CAROLINA

DATE: SEPTEMBER 7, 2022
DESIGNED BY: JTG
CHECKED BY: JNG
SCALE: 1" = 10'
PROJECT #: 22-060

REVISIONS:
OCTOBER 19, 2022
AUGUST 11, 2023

SHEET TITLE

STORMWATER
MANAGEMENT
PLAN

SHEET NUMBER

L101

Date: _____
Page: _____

NOTES:

1. Lime, fertilizer and seed before installation. Planting of shrubs, trees, etc. should occur after installation
2. Slope surface shall be smooth before placement for proper soil contact.
3. For installation on a slope, place RECP 2-3 feet over the top of the slope and into an excavated end trench measuring approximately 12 inches deep by 6 inches wide. Pin the RECP at 1 foot intervals along the bottom of the trench, backfill and compact. Unroll the RECP down the slope maintaining direct contact between the soil and RECP.
4. Pin RECP to the ground using staples or pins in a 3 foot center-to-center pattern.
5. Design velocities exceeding 2 feet/second require temporary blankets, mats or similar liners to protect seed and soil until vegetation becomes established.
6. If there is a berm at the top of slope, anchor upslope of the berm.
7. Staking or stapling layout per manufacturers specification.
8. 11 gauge, at least 6 inch by 1 inch staples or 12 inch minimum length wooden stakes are recommended for anchoring.
9. Do not stretch blankets/matting tight, allow the rolls to conform to any irregularities.
10. For slopes less than 3H:1V, rolls may be placed in horizontal strips.

MAINTENANCE:

1. Inspect Rolled Erosion Control Products at least weekly and after each rain 1.0 inch or greater; repair immediately.
2. Good contact with the ground must be maintained, and erosion must not occur beneath the RECP.
3. Any areas of the RECP that are damaged or not in close contact with the ground shall be repaired and stapled.
4. If erosion occurs due to poorly controlled drainage, the problem shall be fixed and eroded area protected.
5. Monitor and repair the RECP as necessary until ground cover is established.

DATE: _____ **Page:** _____

Construction:

1. Construct the sediment barrier of standard strength or extra strength synthetic filter fabrics.
2. Ensure that the height of the sediment fence does not exceed 24 inches above the ground. (Higher fences may impound volumes of water sufficient to cause failure of the structure.)
3. Construct the filter fabric from a continuous roll cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post.
4. Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts. Extend the wire mesh support to the bottom of the trench. Fasten the wire reinforcement, then fabric on the upslope side of the fence post. Wire or plastic zip ties should have a minimum 50 pound tensile strength.
5. When a wire mesh support is used, space posts a maximum of 8 feet apart. Supports should be driven securely into the ground a minimum of 24 inches.
6. Extra strength filter fabric with 6 foot post spacing does not require wire mesh support fabric. Securely fasten the filter fabric: directly to posts. Wire or plastic zip ties should have a minimum of 50 pound tensile strength.
7. Excavate the trench approximately 4 inches wide and 8 inches deep along the proposed line of the posts and upslope from the barrier.
8. Place 12 inches of fabric along the bottom and side of the trench.
9. Backfill the trench with soil placed over the filter fabric and compact. Thorough compaction of the backfill is critical to silt fence performance.
10. Do not attach filter fabric to existing trees.

Maintenance:

1. Inspect sediment fences at least once a week and after each 1 inch rainfall. Make any required repairs immediately.
2. Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.
3. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.
4. Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

CROSS SECTION VIEW

Date:	Page:															
<p>TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> <tr> <td>Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)</td><td>50</td></tr> </table> <p>Omit annual lespedeza when duration of temporary cover is not to extend beyond June.</p> <p>Seeding Dates Mountains—Above 2500 feet: Feb. 15 - May 15 Below 2500 feet: Feb. 1 - May 1</p> <p>Piedmont—Jan. 1 - May 1 Coastal Plain—Dec. 1 - Apr. 15</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.</p>	Species	Rate (lb/acre)	Rye (grain)	120	Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50	<p>TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>German millet</td><td>40</td></tr> </table> <p>In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.</p> <p>Seeding Dates Mountains—May 15 - Aug. 15 Piedmont—May 1 - Aug. 15 Coastal Plain—Apr. 15 - Aug. 15</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.</p>	Species	Rate (lb/acre)	German millet	40	<p>TEMPORARY SEEDING RECOMMENDATIONS FOR FALL</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> </table> <p>Seeding Dates Mountains—Aug. 15 - Dec. 15 Coastal Plain and Piedmont—Aug. 15 - Dec. 31</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Repair and re-fertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extend temporary cover beyond June 15, overseed with 50 lb/acre Kobe (Piedmont and Coastal Plain) or Korean (Mountains) lespedeza in late February or early March.</p>	Species	Rate (lb/acre)	Rye (grain)	120
Species	Rate (lb/acre)															
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Rye (grain)	120															
<p><u>SEED BED PREPARATION:</u></p> <p>LIMING: Apply lime according to soil test recommendations. If the pH (acidity) of the soil is not known, an application of ground agricultural limestone at the rate of 1 to 1 ½ tons/acre on coarse-textured soils and 2 to 3 tons/acre on fine-textured soils is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of 6 or higher need not be limed.</p> <p>FERTILIZER: Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700-1,400 lb/acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil. If a hydraulic seeder is used, do not mix seed and fertilizer more than 30 minutes before application.</p> <p>SURFACE ROUGHENING: If recent field operations have resulted in a loose surface additional roughening may not be required, except to break up large clods. If rainfall causes the surface to become sealed or crusted, loosen it just prior to seeding by raking, harrowing, or other suitable methods of fine grading. The finished grade shall be a smooth even soil surface with a loosen uniform fine texture. All ridges and depressions shall be removed and filled to provide the approved surface drainage. Planting is to be done immediately after finished grades are obtained and seedbed preparation is completed.</p>																

Date: _____
Page: _____

FRONT VIEW

4' MIN.

SILT FENCE

TOP OF SILT FENCE MUST BE AT LEAST 1' ABOVE THE TOP OF THE WASHED STONE

STEEL FENCE POST

WIRE FENCE

HARDWARE CLOTH

FILTER OF #57 WASHED STONE

3" FILTER FABRIC ON GROUND

BURY WIRE FENCE, FILTER FABRIC, AND HARDWARE CLOTH IN TRENCH

STEEL FENCE POST SET MAX 2' APART MIN. 18" INTO SOLID GROUND

SECTION VIEW

BURY WIRE FENCE AND HARDWARE CLOTH

BURY 6" OF UPPER EDGE OF FILTER FABRIC IN TRENCH


NOTES:

1. Hardware cloth and gravel should overlay the silt fence at least 12 inches.
2. Stone outlets should be placed on low elevation areas of silt fence and based on field conditions.

MAINTENANCE:

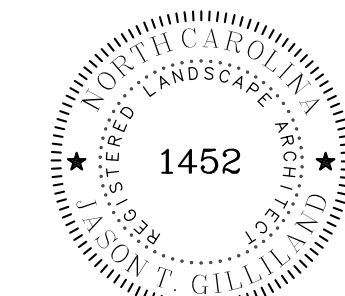
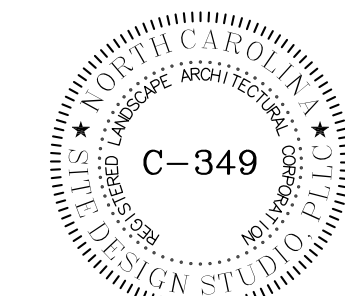
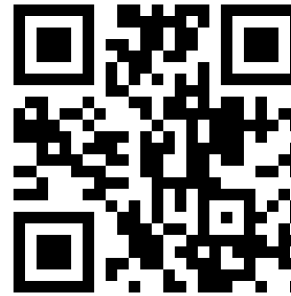
1. Per NCG-01, inspect outlet at least once a week and after each 1 inch or greater rainfall event. Complete any required repairs immediately. Freshen stone when sediment accumulation exceeds 6 inches. Keep mesh free of debris to provide adequate flow.
2. Remove sediment when half of stone outlet is covered.
3. Replace stone as needed to facilitate de-watering.

Date:	NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR FALL	Page:																						
NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR SUMMER SEEDING MIXTURE <table border="1"> <thead> <tr> <th>Species</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>Hard Fescue</td><td>15 lbs/acre</td></tr> <tr> <td>Switchgrass</td><td>2-5.5 lbs/acre*</td></tr> <tr> <td>Indian Grass</td><td>5-7 lbs/acre*</td></tr> <tr> <td>Big Bluestem</td><td>5-7 lbs/acre*</td></tr> <tr> <td>Indian Woodrats</td><td>1-5.2 lbs/acre*</td></tr> <tr> <td>Virginia Wild Ry</td><td>4-6 lbs/acre*</td></tr> </tbody> </table>	Species	Rate	Hard Fescue	15 lbs/acre	Switchgrass	2-5.5 lbs/acre*	Indian Grass	5-7 lbs/acre*	Big Bluestem	5-7 lbs/acre*	Indian Woodrats	1-5.2 lbs/acre*	Virginia Wild Ry	4-6 lbs/acre*	NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING SEEDING MIXTURE <table border="1"> <thead> <tr> <th>Species</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>Centipede</td><td>5 lbs/acre</td></tr> <tr> <td>Indian Woodrats</td><td>1-5.2 lbs/acre*</td></tr> <tr> <td>Virginia Wild Ry</td><td>4-6 lbs/acre*</td></tr> </tbody> </table>	Species	Rate	Centipede	5 lbs/acre	Indian Woodrats	1-5.2 lbs/acre*	Virginia Wild Ry	4-6 lbs/acre*	
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SEED BED PREPARATION: LIMING- Apply lime according to soil test recommendations. If the pH (activity) of the soil is not known, an application of ground agricultural limestone at the rate of 1 to 1 1/2 tons/acre on coarse-textured soils and 2-3 tons/acre on fine-textured soils is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of 6 or higher need not be limed. FERTILIZER- Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700-1,000 lbs/acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil. If a hydrologic sealer is used, do not mix seed and fertilizer more than 30 minutes before application. SURFACE ROUGHENING- If recent tillage operations have resulted in a loose surface additional roughening may not be required, except to break up large clods. If rainfall causes the surface to become sealed or crusted, seedling it just prior to seeding by raking, harrowing, or other suitable methods for fine grading. The finished grade shall be a smooth even soil surface with a loose uniform fine texture. All ridges and depressions shall be removed and filled to provide the approved surface grading. Planting is to be done immediately after finished grades are obtained and seeded preparation is completed.																								
NOTES: 1. Permanent seeding, sodding or other means of stabilization are required when all construction work is completed according to the NPDES timeframe's table. 2. North Carolina Department of Agriculture soils test (or equal) is highly recommended to be obtained for all areas to be seeded, sprigged, sodded or planted. 3. Use a seeding mix that will produce fast growing nurse crops and includes non-invasive species that will eventually provide a permanent groundcover. Soil blankets may be used in lieu of nurse crops. Mat, tack or crimp mulch, as needed to stabilize seeded areas until root establishment. Mulch must be applied uniformly over the soil with a cover density of at least 80%. 4. Ground cover shall be maintained until permanent vegetation is established and stable against accelerated erosion.																								



PERMANENT SEEDING RECOMMENDATIONS

EFFECTIVE DATE: 11/20/2020





STUDIO

DESCRIPTION

The Pinecrest Carriage House is a simple plan with a two car garage, studio apartment style living area, kitchenette, and bath. The straight forward design provides the basic necessities while conserving square footage.

AREA CALCULATIONS

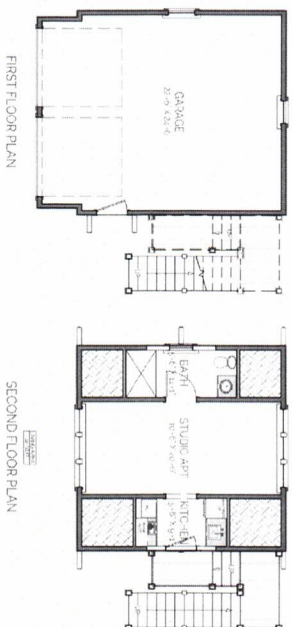
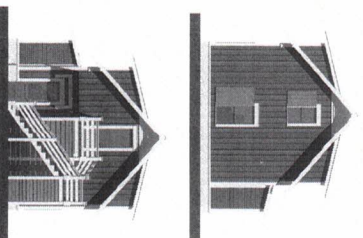
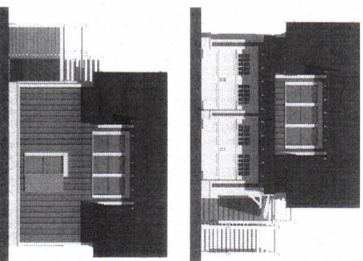
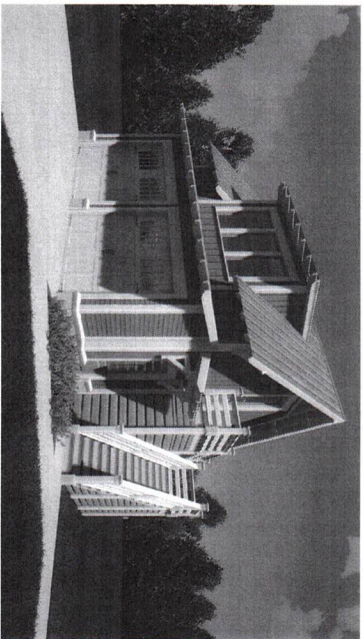
SECOND FLOOR CONDITIONED
403 SQ. FT.
TOTAL CONDITIONED
403 SQ. FT.
FIRST FLOOR UNDER ROOF
581 SQ. FT.
SECOND FLOOR UNDER ROOF
403 SQ. FT.
TOTAL UNDER ROOF
1,074 SQ. FT.

OVERALL DIMENSIONS

OVERALL WIDTH
23' - 6"
OVERALL DEPTH
25' - 0"

HIGHLIGHTS

• 1 1/2 STORY • 2 CAR GARAGE • Bath
• Studio Apartment • Kitchen



PINECREST

CARRIAGE HOUSE

THIS IS PROPERTY OF LAKE + LAND STUDIO, LLC. THIS IS NOT A CONSTRUCTION DOCUMENT AND MAY NOT BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF LAKE + LAND STUDIO, LLC.

LAKE + LAND STUDIO, LLC
HATTESBURG, MS
601.330.8114
WWW.LAKEANDLANDSTUDIO.COM
LAKEANDLANDSTUDIO@GMAIL.COM





Staff Report

SUP-2023-01

Special Use Permit Request (SUP-2023-01) - A Special Use Permit to allow a 907-square-foot detached Garage (Accessory Building) with a final height taller than ten feet to be placed in the front yard of a single-family dwelling unit submitted by Dana Bobilya with Harrison Homes (on behalf of the Property Owners, Theodore and Susan Mourouzis and Frank and Margaret DeFilippo) on property in the R-1 Zoning District located on Oak Lane approximately 450 feet west of Oak Lane's intersection with Louisiana Road and described as PIN# 071066814100000 within the Town of Montreat.

Created by:

Kayla DiCristina, AICP
Zoning Administrator
Town of Montreat

Created for:

Montreat Board of Adjustment
September 28th, 2023

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STAFF REPORT

See **STAFF FINDINGS** made by Kayla DiCristina, AICP (“Zoning Administrator”) in addition to Applicant-provided materials. **STAFF FINDINGS** contain references to the Montreat Zoning Ordinance (“MZO”) where noted. Only those findings relevant to the Special Use Permit requested are included in this staff report.

Application Summary

The following report summarizes the Zoning Administrator’s review of an application for a Special Use Permit submitted by Dana Bobilya with Harrison Homes (on behalf of the Property Owners, Theodore and Susan Mourouzis and Frank and Margaret DeFilippo) on property in the R-1 Zoning District located on Oak Lane approximately 450 feet west of Oak Lane’s intersection with Louisiana Road and described as PIN# 071066814100000 within the Town of Montreat. The Applicant’s request is to allow a 907-sqaure-foot Garage (Accessory Building) with a final height taller than ten feet to be placed in the front yard of a single-family dwelling unit. The MZO requires a Special Use Permit in the R-1 Zoning District (“R-1”) for Accessory Buildings constructed in the front yard of a lot’s principal structure, for Accessory Buildings larger than 500-square-feet, and for Accessory Buildings taller than ten feet.

Subject Property Summary

Parcel Identifier Number (PIN): 071066814100000

Address: 157 Oak Lane, Montreat, NC 28757

Owner: Theodore and Susan Mourouzis and Frank and Margaret DeFilippo
10851 Ruby Court
Carmel, IN 46032

Applicant: Dana Bobilya with Harrison Homes (on behalf of the Property Owners)

Zoning: R-1

Current Land Use: Vacant with an approved single-family dwelling under construction.

Utilities: Town of Montreat water and Buncombe County MSD sewer approved on the Subject Property for the single-family dwelling.

Acres: 0.48 acres

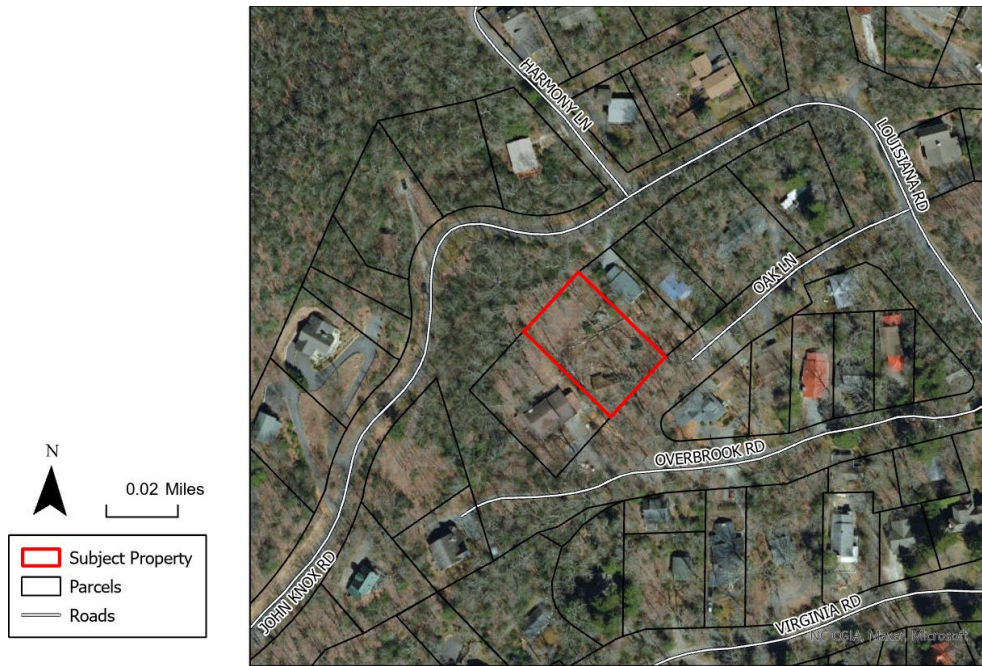


Figure 1: Subject Property Aerial

Public Notice

Staff mailed notice to properties within 250 feet of the Subject Property on **September 14th, 2023** (see Figure 2: 250 feet Public Notice for Special Use Permit Request). Staff posted the Subject Property on **September 14th, 2023**. The BOA Hearing was scheduled for **September 28th, 2023**.

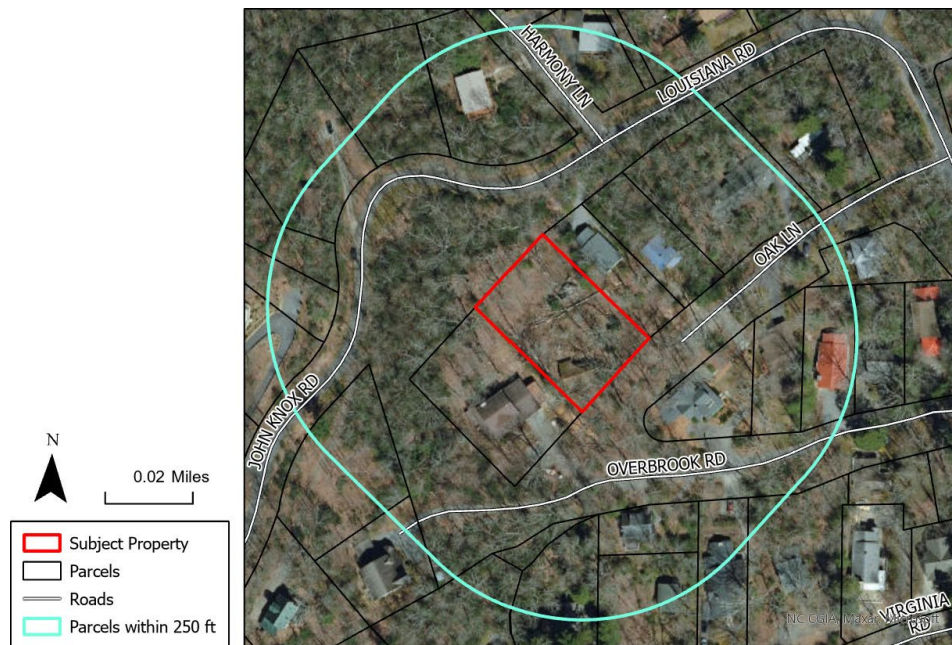


Figure 2: 250 feet Public Notice for Special Use Permit Request

Staff Findings

Subject Property Summary

- ❖ The Subject Property of the Special Use Permit Request, owned by the Property Owners, is 0.48 acres and is currently vacant. A 2,255 square foot single-family dwelling is approved to be constructed on the Subject Property. A Certificate of Zoning Compliance was issued on October 26, 2022 (Exhibit A), and a Building Permit was issued on October 26, 2022 (Exhibit B) for a single-family dwelling.
- ❖ The Subject Property abuts Oak Lane, a public road maintained by the Town of Montreat.
- ❖ There are no streams or floodplain on the Subject Property. The Subject Property has a slope of less than 40%.

Use

The Subject Property is currently vacant. A 2,255 square foot single-family dwelling is approved to be constructed on the Subject Property. A Certificate of Zoning Compliance was issued on October 26, 2022, and a Building Permit was issued on October 26, 2022, for the single-family dwelling. Single family dwellings are permitted by right in R-1.

In mid-July 2023, the Applicant (on behalf of the Property Owners) contacted the Zoning Administrator about adding a detached Garage with bonus space to the Subject Property. A detached Garage is considered an Accessory Building per the MZO. The Zoning Administrator informed the Applicant of the requirements of Section 606 of the MZO, which apply to Accessory Buildings. Due to the proposed location of the detached Garage on the Subject Property and the Subject Property's residential zoning district, Section 606.2 of the MZO requires the Applicant to obtain a Special Use Permit. Garages in front yards are also required to get a Special Use Permit per the MZO Table of Permitted Uses in Article V. The proposed Accessory Building is a two-story 907 square feet Structure containing two car parking spaces on the ground floor and a bonus space above. The final height of the Structure will be approximately 20 feet. The approved single-family-dwelling is 32.5 feet.

If an Accessory Building includes complete kitchen facilities including a stove or cooktop and a full bath including a lavatory, water closet, and tub or shower (or combination) then the structure is considered an Accessory Dwelling Unit. While the Applicant's architectural plans for the Accessory Building show the aforementioned elements, the Applicant's narrative clarifies that the architectural plans will be revised, upon approval of the Special Use Permit, to remove the kitchen facilities shown on the left side of the defined "kitchen area". Should the Board of Adjustment grant its approval of this application as currently proposed, the Applicant would be permitted to construct an Accessory Building, not an Accessory Dwelling Unit regardless of what the architectural plans show. The confirmation of use and removal of the kitchen area facilities in accordance with the Applicant's narrative will occur at the time of permitting.

Comprehensive Plan

The Town of Montreat's comprehensive plan, *Montreat Tomorrow*, does not contain a future land use map. The following vision in *Montreat Tomorrow* may be relevant to this application:

Development: Montreat will be a community that respects buildings with historic value, encourages new development to consider the surrounding architecture, and strives for resilience in the face of a changing climate.

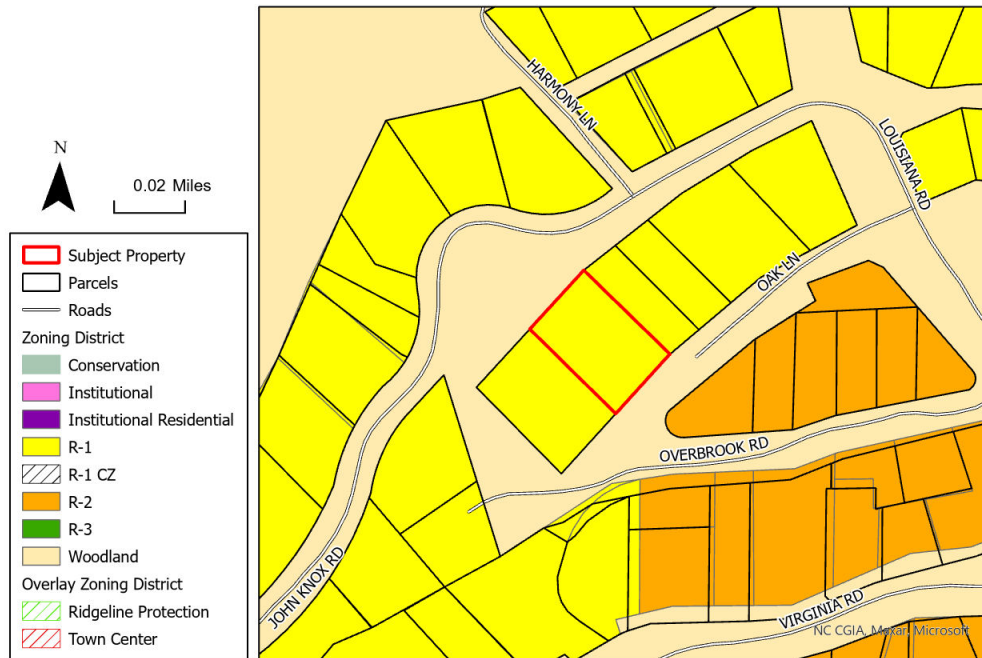


Figure 3: Subject Property Zoning

Setbacks and Lot Size

The Subject Property is an existing Lot and no subdivision activities are proposed with this application. Therefore, lot size requirements do not apply.

Per Section 606.14, Accessory Buildings must meet the minimum Setbacks required by the applicable Zoning District. Subject Property is located in R-1 and the proposed Accessory Building is subject to Zoning District's setbacks. The table below shows the required setbacks for R-1 and the proposed setbacks from the Applicant's application. The Applicant's site plan shows the proposed Accessory Building meeting the required setbacks.

	Required R-1 Zoning District Setback	Proposed Accessory Building Setback
Front	30 feet	30 feet 11 inches
Side (L/R)	15 feet/15 feet	15 feet 3 inches / approx. 79 feet
Rear	20% of mean lot depth	Approx. 128 feet

Parking

Section 702.1 of the MZO requires single- and two-family dwellings to provide two parking spaces for heated square footage up to 2,500 square feet. An additional parking space is required for every 1,000 square feet (or portion thereof) above 2,500 square feet. Parking spaces are generally required to be 9 feet by 18 feet. The Applicant's approval for the single-family dwelling on the Subject Property required two parking spaces, which the Applicant proposed to provide in the driveway area. With the addition of 907 heated square feet, the Applicant is required to provide one additional parking space. The Applicant is proposing an additional two parking spaces on the ground floor of the Accessory Building and an additional space in the new driveway area on the Subject Property to meet this requirement. Overall, the Subject Property will have six parking spaces to accommodate vehicles on the Subject Property.

Landscaping and Trees

Per Section 900.2 of the MZO, landscaping provisions are not applicable to the Subject Property as it is zoned R-1. As a note, no trees or vegetation or proposed to be removed from the Town of Montreat's right-of-way with the construction of the proposed Accessory Building.

Special Requirements

Section 606.2 of the MZO lists the following special requirements for Garages in Front Yards in residential Zoning Districts:

1. The Zoning Administrator determines this will reduce damage to the natural topography, trees and natural green space, or where the topography will create a hardship that would result in significant damage to the topography, trees and plant life without such relief;
2. The Garage will be constructed of materials that meet or exceed the quality and appearance of the principal Building;
3. The Garage must be enclosed by an operable Garage door to be maintained in good working order, excluding carports;
4. The Garage doors shall be kept closed when the house is unoccupied for more than one day; and;
5. The property owner shall maintain the Garage and its appearance to reasonably remain in the condition it is in when completed and approved by the Building Inspector. The Zoning Administrator shall determine when this provision has been violated.

The Applicant's narrative the above requirements. As a note, Section 606.21 requires the Zoning Administrator to make a discretionary decision, which is outside of their administrative authority. The Zoning Administrator requested that the Applicant provide evidence directly to the Board of Adjustment to demonstrate compliance with Section 606.21 and the remainder of Section 606.2.

Post Construction Stormwater Measures

As part of the approved construction for the single-family dwelling, the Applicant will manage stormwater using regenerative stormwater conveyance measures (rock lined swales), rock check dams, and expanded sediment pools with a rain garden and weir outfall on the southeast and southern corners of the Subject Property. The landscape architect for the single-family dwelling certified under seal the following:

- 305(5) (a) - The project is utilizing LID practices.
- 305(5) (c) - The structural stormwater treatment systems are designed to have a minimum of 85% average annual removal for Total Suspended Solids.
- 305(5) (d) - The peak stormwater runoff release rates leaving the Subject Property are equal to or less than pre-development peak storm water runoff release rates for the 1-year frequency 24-hour duration storm event as determined by the NOAA data for Black Mountain.
 - Based on the proposed development and the NOAA Precipitation Frequency Estimate for Black Mountain, NC, the total site run-off from the first inch of rainfall post construction is 1,005 CF. The proposed stormwater conveyance and rain garden is proposed to capture and treat 1,050 CF.
- 305(5) (e) - No one BMP shall receive runoff from an area greater than three (3) acres.

Additional stormwater management facilities in the form of river rock lined swales are proposed to accompany the Accessory Building. A revised stormwater plan, sealed by a licensed professional, will be required at the time of permitting to ensure compliance with the Town of Montreat's General Ordinance Chapter K Article III.

Template Special Use Permit Decision Language

The Board is welcome to use the language below to issue a decision on the Special Use Permit Request. Prior to making the approval motion, the Board must state the specific findings that lead to the approval of the four findings of fact as required by Section 310.62.

1. The Use will not be detrimental to or endanger the public health, safety or general welfare if located where proposed and developed according to the plan as submitted and approved because...
2. The Use meets or will meet all the required and applicable development standards and conditions of the Town of Montreat unless modified by this Board because...
3. The Use will not substantially diminish and impair the value of any property any portion of which is located within two hundred fifty feet of the boundary of the Subject Property...
4. The location and character of the Use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will not be injurious to the use and enjoyment of other property, for the purposes already permitted, within the area in which it is located because...
5. The location and character of the Use, if developed according to the plan as submitted and approved, will be in general conformity with the adopted policies and plans, including the Comprehensive Plan of the Town of Montreat because...

6. Adequate measures have been taken or will be taken to provide ingress and egress so designed as to minimize congestion in the public streets because...

Motion for Decision: "I move that the Board [*approve/approve with conditions/deny*] SUP-2023-01 to permit a 907 square foot detached Garage (Accessory Building) with a final height taller than ten feet in the front yard of property in the R-1 Zoning District located on Oak Lane approximately 450 feet west of Oak Lane's intersection with Louisiana Road and described as PIN# 071066814100000. [*List any conditions of approval in the motion, if applicable*]

Exhibits

Exhibit A: 157 Oak Lane Approved Certificate of Zoning Compliance and Approved Plans

Exhibit B: 157 Oak Lane Approved Building Permit



TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT

P. O. Box 423

Montreat, NC 28757

Tel: (828) 669-8002, ext. 3030

www.townofmontreat.org

FINAL ZONING/DEVELOPMENT COMPLIANCE – CERTIFICATE

NOTE: \$35 fee paid on Initial Zoning/Development Compliance - Application

Project Address(s): 157 Oak Lane, Montreat, NC 28757

Parcel Identifier Number(s) (PIN #): 0710668141000000

Zoning District(s): R-1

Owner Name: Margaret and Frank DeFilippo and Susan and Theodore Mourouzis

Mailing Address: 18051 Ruby Court

City: Carmel

State: IN

ZIP: 46032

Owner Phone: 317-332-2654

E-mail: susanmourouzis@outlook.com

Contractor/Agent Name: Harrison Homes - Dana Bobilya

Contractor/Agent Mailing Address: PO Box 1448

City: Black Mt.

State: NC

ZIP: 28711

Contractor/Agent Phone: 828-230-4981

License #: 57612

Contractor/Agent E-mail: dana@harrisonhomesnc.com

Short description of proposed project and intended use: SFD with 12,608 sf disturbance & 4,893 sf of imp surface proposed.


As-built survey & Stormwater Admin. inspection required before C.O.

Special Conditions (Variance or Special Use Permit granted?)

☐ Yes (see attached)

☒ No

This is to certify that I, the Owner/Contractor/Agent, am aware of the zoning district the lot is in, the permitted uses within said zoning district, the minimum setbacks for the lot, the maximum building height, the off-street parking requirements, and the fact that drainage during and after the construction is my responsibility. These plans conform to the Town of Montreat's current development-related ordinances. The contractor shall protect adjacent properties and the general public and shall be responsible for all damages that occur during construction. Driveways are NOT automatically included in zoning and building permits.

Date: 10/25/22 Applicant's Signature: 

Applicant's Name (PLEASE PRINT): Dana Bobilya

This is to certify that I, the Zoning Administrator for the Town of Montreat, North Carolina, have reviewed the attached plans and hereby deem the intended use of the structure and/or lot to be in full compliance with the development-related ordinances of the Town.

Date: 10/20/22 Zoning Administrator's Signature: 

Zoning Administrator's Name (PLEASE PRINT): Kayla DiCristina

NOTE: This certificate must be issued before a Certificate of Completion/Occupancy can be issued.



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

October 26th, 2022

RE: Final Zoning/Development Compliance - Certificate

To Whom It May Concern:

This letter serves as an addendum to a **Final Zoning/Development - Certificate** issued 10/26/22 for your project, as currently proposed, at 157 Oak Lane (PIN: 071066814100000) in the Town of Montreat. See **APPENDIX** for site plans, etc. reflected in this written narrative.

This letter concludes Administrative review and approval of this project.

Sincerely,

Kayla DiCristina, AICP
Zoning Administrator

Report cont. on next page

Summary

The following report summarizes the Zoning Administrator of the Town of Montreat's Administrative Review of an application by Margaret and Frank Defilippo and Susan and Theodore Mourouzis (property owners) and Dana Bobilya (Harrison Homes Ent. Inc) for property described as 157 Oak Lane, Montreat, NC 28757. The project proposes to construct a new single-family detached house on a currently vacant lot.

Property Information

Parcel Identifier Number (PIN #): 071066814100000

Address: 157 Oak Lane, Montreat, NC 28757 (per Buncombe County E-911)

Owner: Margaret and Frank Defilippo and Susan and Theodore Mourouzis

10851 Ruby Court, Carmel, IN 46032

Applicant: Property Owners: Margaret and Frank Defilippo and Susan and Theodore Mourouzis | Contractor: Dana Bobilya (Harrison Homes Ent. Inc)

Zoning: R-1 Low-Density Residential

Current Land Use: Vacant lot

Utilities: Town of Montreat water and Metropolitan Sewerage District of Buncombe County sewer

Acres: 0.501 acres (21,823.56 SF lot)

Impervious Area Summary:

- Existing Impervious Area: n/a
- Proposed Impervious Area: 4,893 SF
- Percent Impervious Area: 22% (i.e. 4,893 SF impervious area / 21,823.56 SF lot = 16%)

Uses

STAFF FINDINGS

"Single Family Dwelling" is a Permitted Use (Sec. 500 Permitted Uses Table) allowed within the R-1 Low-Density Residential Zoning District, subject to Administrative review and approval.

Setbacks and Lot Size

STAFF FINDINGS

Lot area: 0.501 acres (21,823.56 SF lot)

R-1 Low-Density Residential minimum lot area for Single-Family Dwellings is 10,000 SF (Sec. 501.4, Sec. 501.41).

Lot width: Approx. 120.21' (Front property line = 120.18' & rear property line = 120.23')

R-1 Low-Density Residential minimum lot width is 75' (Sec. 501.5).

Lot depth: 191.30' (Left side property line = 191.30' & right side property line = 200.47')

R-1 Low-Density Residential minimum lot depth is 100' (Sec. 501.6).

Front setback: 49'10"

R-1 Low-Density Residential minimum front setback is 30' (Sec. 501.5).

Side setback: Left side = 27'7" & right side = 31'11"

R-1 Low-Density Residential minimum side setback is 15' for Single-Family and Two-Family Dwelling Units (Sec. 501.8, 501.81).

Rear setback: 69'1"

R-1 Low-Density Residential minimum rear setback is 20% of mean lot depth or 35' max. (Sec. 501.9).

20% of $((120.18+120.23)/2) = 24'$

Building Height

STAFF FINDINGS

The applicant's correspondence with the Zoning Administrator states that the height of the new structure is 32.5' in accordance with the definition of building height in the MZO.

R-1 Low-Density Residential maximum building height is 35' max. (Sec. 501.1).

Off-Street Parking and Loading Regulations

STAFF FINDINGS

Applicant proposed: The applicant is required to provide two parking spaces based on the heated area of the house (Heated area of house = 2,255 sf). The applicant proposes a large driveway to accommodate these spaces, as shown on their final site plan. The driveway also contains with additional parking stacking-capacity.

Parking Requirement: Two (2) parking space per Dwelling Unit up to 2,500 SF. One (1) additional space required for each additional 1,000 SF or portion thereof above 2,500 SF. (Sec. 702, Sec. 702.1).

Utilities/Street Frontage & Access

STAFF FINDINGS

The applicant's final site plan notes an existing Town of Montreat right-of-way (Oak Lane) and MSD sewer line.

Utilities

- The applicant proposes to **tap into Town of Montreat water line** within the R.O.W. of Oak Lane.
- The applicant proposed to **tap into MSD of Buncombe County sewer line** within the R.O.W. of Oak Lane.

- Any future utility-related permitting would need to adhere to MONTREAT CODE OF GENERAL ORDINANCES, CHAPTER E – UTILITIES, Section 3. Permit for Connection Required.

Street Frontage & Access

- The applicant proposes to construct a **new driveway** to access the new dwelling. The driveway construction appears to be within the property boundaries.

Landscaping and Trees

STAFF FINDINGS

The applicant does not propose removing any trees within a Town of Montreat right-of-way, therefore **Montreat's Tree Ordinance does not apply** to this site. (Montreat General Ordinances, Chapter K – ENVIRONMENT, ARTICLE V: TREES).

Erosion & Sediment Control (ESC)

STAFF FINDINGS

Erosion & Sediment Control (ESC) is the technical term for “stormwater control during construction”. The applicant’s initial site plan and stormwater permit application note the following conditions, all per Buncombe County Soil Erosion and Sedimentation Control Ordinance design standards:

- **Limits of Disturbance:** 12,608 sf
- **Erosion control fences** to be used during construction.

The Town of Montreat does not have its own independent ESC standards, but rather, references Buncombe County’s standards as follows:

MONTREAT CODE OF GENERAL ORDINANCES, CHAPTER K – ENVIRONMENT, ARTICLE II: SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE - Refers to the most updated version of the “Buncombe County Soil Erosion and Sedimentation Control Ordinance.”

Projects that disturb more than one (1) acre of land are subject to Buncombe County ESC review and permitting. This project **does not disturb more than one (1) acre, and therefore is not subject to Buncombe County ESC review and permitting.**

Post-Construction Stormwater Control

STAFF FINDINGS

Post-Construction Stormwater Control is the technical term for “stormwater control after construction is complete”. The applicant’s stormwater permit and email correspondence with the Zoning Administrator notes the following conditions:

Applicant Proposal

- A reported total of **12,608 SF of disturbed area.**

- A reported total of **4,893 SF of impervious surfaces** created by the construction of the driveway and house (includes heated and unheated areas).
- The Stormwater Control Measures being applied to the property, in accordance with MGO, Chapter K – Environment, Article III: Stormwater Management, Section 304(4) (a), includes **regenerative stormwater conveyance measures (rock lined swales), rock check dams, and expanded sediment pools with a rain garden and weir outfall on the SE and southern corners of the property.** The landscape architect certified under seal the following...
 - 305(5) (a) - The project is utilizing LID practices.
 - 305(5) (c) - The structural stormwater treatment systems are designed to have a minimum of 85% average annual removal for Total Suspended Solids.
 - 305(5) (d) - The peak stormwater runoff release rates leaving the site are equal to or less than pre-development peak storm water runoff release rates for the 1-year frequency 24-hour duration storm event as determined by the NOAA data for Black Mountain.
 - Based on the proposed development and the NOAA Precipitation Frequency Estimate for Black Mountain, NC, the total site run-off from the first inch of rainfall post construction is 1,005 CF. The proposed stormwater conveyance and rain garden is proposed to capture and treat 1,050 CF.
 - 305(5) (e) - No one BMP shall receive runoff from an area greater than three (3) acres.

Town of Montreat Stormwater Ordinance Standards

The Town of Montreat's Post-Construction Stormwater development triggers are as follows:

MONTREAT CODE OF GENERAL ORDINANCES, CHAPTER K – ENVIRONMENT, ARTICLE III: STORMWATER MANAGEMENT

A Stormwater Control Permit (SCP), per Sec. 303(3), is required for:

- Disturbed area of $\geq 5,000$ sq. ft. [≥ 0.12 AC]; or **[Applicant triggering this standard]**
- $\geq 24\%$ total lot area developed to include impervious cover;
- Or addition of $\geq 2,500$ sq. ft. [0.06 AC] or more impervious surface, unless exempt pursuant to this ordinance.

This project triggers the addition of impervious surface limit noted above and **requires a stormwater control permit, which the applicant has applied for.** Following completion of this project, a sealed as-built survey showing that stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of the Town of Montreat Stormwater Ordinance must be submitted to the Stormwater Administrator. Before the issuance of a Certificate of Occupancy, a final inspection and approval by the Stormwater Administrator must be scheduled. The person responsible for maintenance of any structural BMP installed pursuant to the Town of Montreat Stormwater Ordinance shall submit to the Stormwater Administrator an annual inspection report using a standard form supplied by the Stormwater Administrator or, if deemed acceptable by the Stormwater Administrator, provided by the designer of each engineered system.

The Town of Montreat has independent and more restrictive Post-Construction Stormwater standards than Buncombe County's standards. **As proposed, this project meets all relevant requirements of the Montreat Stormwater Ordinance.**

Hillside and Floodplain Development

STAFF FINDINGS

The Town of Montreat's Hillside Development and Floodplain Development ordinances **are not applicable to this site** since neither steep slopes (>40% slope) nor floodplains exist on the site.

Comprehensive Plan

STAFF FINDINGS

The subject property is located in the “**Existing Residential 2**” sub-area in the Town of Montreat comprehensive plan. The development proposed on this property is aligned with the goal of this sub area as it is **residential in nature**. This sub area is identified in the following text and maps (see following pages):

Residential Areas

Historically, the primary land use in Montreat has been single-family residential development (See Figure #2, the Land Use Map). In the Montreat of tomorrow, the community envisions a continuation of this pattern. The plan calls for two areas of primarily residential development. As shown on Figure #7, the Town-Wide Plan, Residential Area 1 could be predominantly single-family residential while Residential Area 2 could have a mix of residential types, single-family and multi-family.

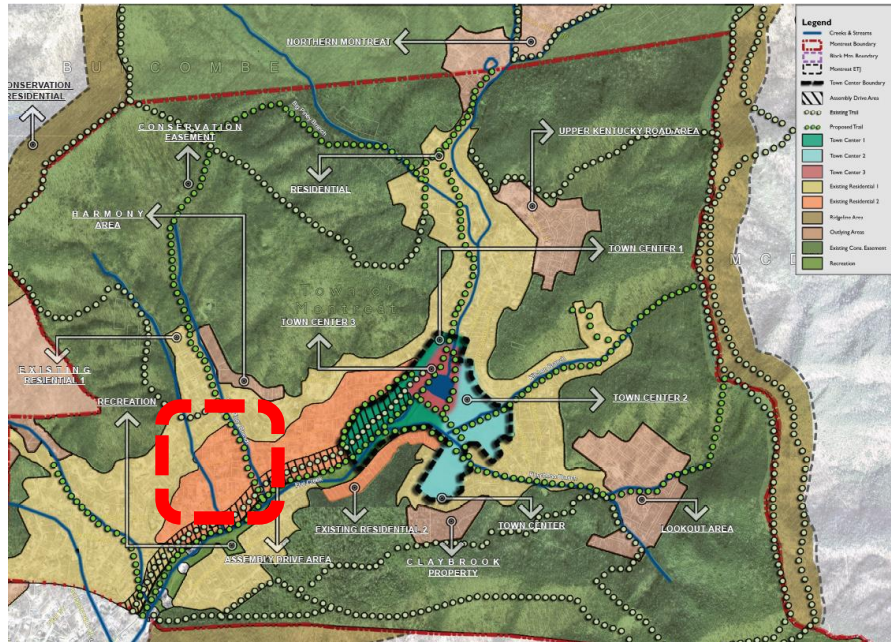
Residential Area 1 could maintain a density of four dwelling units per acre (DUA) for single-family residential. Here, the appearance of existing single-family residential should be maintained for visual continuity. Montreat has a distinctive style of residential architecture, the cottage style that honors specific design characteristics such as building materials, the consistent pitch of the roof lines, façade widths, the proportion and rhythm of fenestrations, and large porches. The scale in relation to other elements of the built environment in town and setbacks are also consistent. In addition, the built environment should continue to be integrated into the natural vegetation that is well preserved in Montreat.

Residential Area 2 could exhibit all the characteristics of Residential Area 1 except that it may allow a wider variety of uses and achieve the slightly higher densities, as contemplated for the area through zoning. In addition to typical single-family residential, Residential Area 2 could include bed and breakfasts and multi-family residential uses of up to five DUA. Such an increase in density is due to two reasons: the area's gentle topography and its proximity to the Town Center.

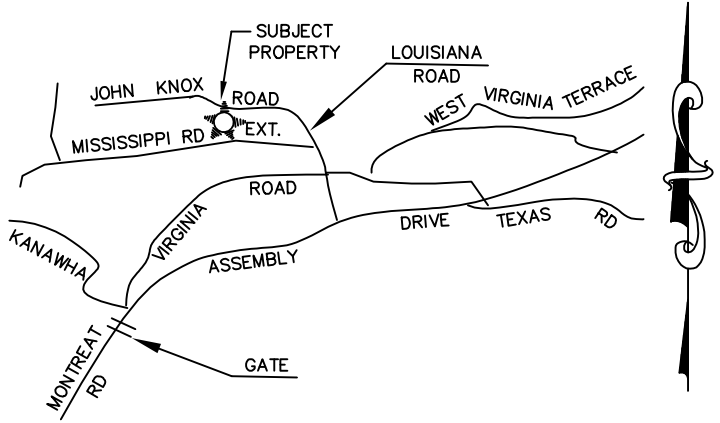
Founded upon an historic mission to provide opportunities for retired church workers, missionaries and ministers to live in Montreat, housing to accommodate them has always been an identified priority in town. Today, market forces, the seasonal influx of visitors, and the rising cost of land and construction are among the many factors impacting housing costs in Montreat. The plan addresses these issues in calling for a variety of housing types. In addition to Residential Areas 1 and 2, it identifies various locations throughout the town for additional housing and lodging, and suggests the appropriate housing types possible in those areas. For example, the plan calls for providing housing for retired ministers in the Town Center (See Figure 7, Town-Wide Plan) and it calls for the housing of students in a new dormitory to be built on the site of the current baseball field (See Figure 9, Baseball Field Design Scenarios). The plan suggests additional housing options for the MRA, its staff and volunteers and provides potential

locations for infill development as an opportunity for the MRA, college and town to partner to find solutions to housing issues.

Source: Page 29, 3.2 THE PLAN FOR MONTREAT, TOWN OF MONTREAT COMPREHENSIVE PLAN [2008]



Source: Figure #7, Proposed Town-Wide Plan (TOWN OF MONTREAT COMPREHENSIVE PLAN [2008])



LOCATION MAP

LEGEND

- △ . . . NGS GEODETIC MONUMENT
- CMF . . . CONCRETE MONUMENT FOUND
- ▣ PSF . . . PLANTED STONE FOUND
- IPF . . . IRON PIN FOUND-SIZE AS NOTED
- RBF . . . REBAR FOUND-SIZE AS NOTED
- RBS . . . #5 REBAR W/ 1D CAP SET
- . . . CALCULATED POINT-NOT SET
- ⊗ . . . FIRE HYDRANT
- ⊙ . . . SEWER CLEANOUT
- ⊙ . . . ELECTRIC METER
- ⊙ . . . GAS METER
- ⊙ . . . PHONE PEDESTAL
- ⊙ . . . WATER VALVE
- ⊙ . . . WATER METER
- ⊙ . . . HEAT PUMP
- ⊙ . . . AREA LIGHT
- ⊙ . . . EXISTING MANHOLE & SEWERLINE
- ⊙ . . . UTILITY POLE & OVERHEAD LINES (P=POWER, T=TELEPHONE, C=CABLE)

AREA = 0.501 ACRE
By Coord. Computation

Mountain Retreat Association
D.B. 103, P. 131
P.B. 40, P. 53

TREE TABLE

BRP	BRADFORD PEAR
CHR	CHERRY
MAP	MAPLE
PINE	PINE
POP	POPLAR
WAL	WALNUT
WHO	WHITE OAK
WHP	WHITE PINE

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 6087, P. 964 AND P.B. 16, P. 93.) THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES AS DRAWN FROM INFORMATION FOUND IN OTHER REFERENCE SOURCES; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).THIS 14th DAY OF JULY, 2022.

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING WAS USED TO PERFORM THE SURVEY.

1. CLASS OF SURVEY: CLASS A (HORIZONTAL)
2. POSITIONAL ACCURACY: NOT TO EXCEED 0.10 FT H. & V.
3. TYPE OF FIELD PROCEDURE: RTK-VRS
4. DATES OF SURVEY: 07/01/2022
5. DATUM/EPOCH: H-NAD 83-2011 EPOCH 2010, V-NAVD 88
6. PUBLISHED/FIXED-CONTROL USED: NC VRS NETWORK
7. GEOD MODEL: GEOD 12B
8. COMBINED GRID FACTOR: 0.99977194
9. UNITS USED: US SURVEY FOOT

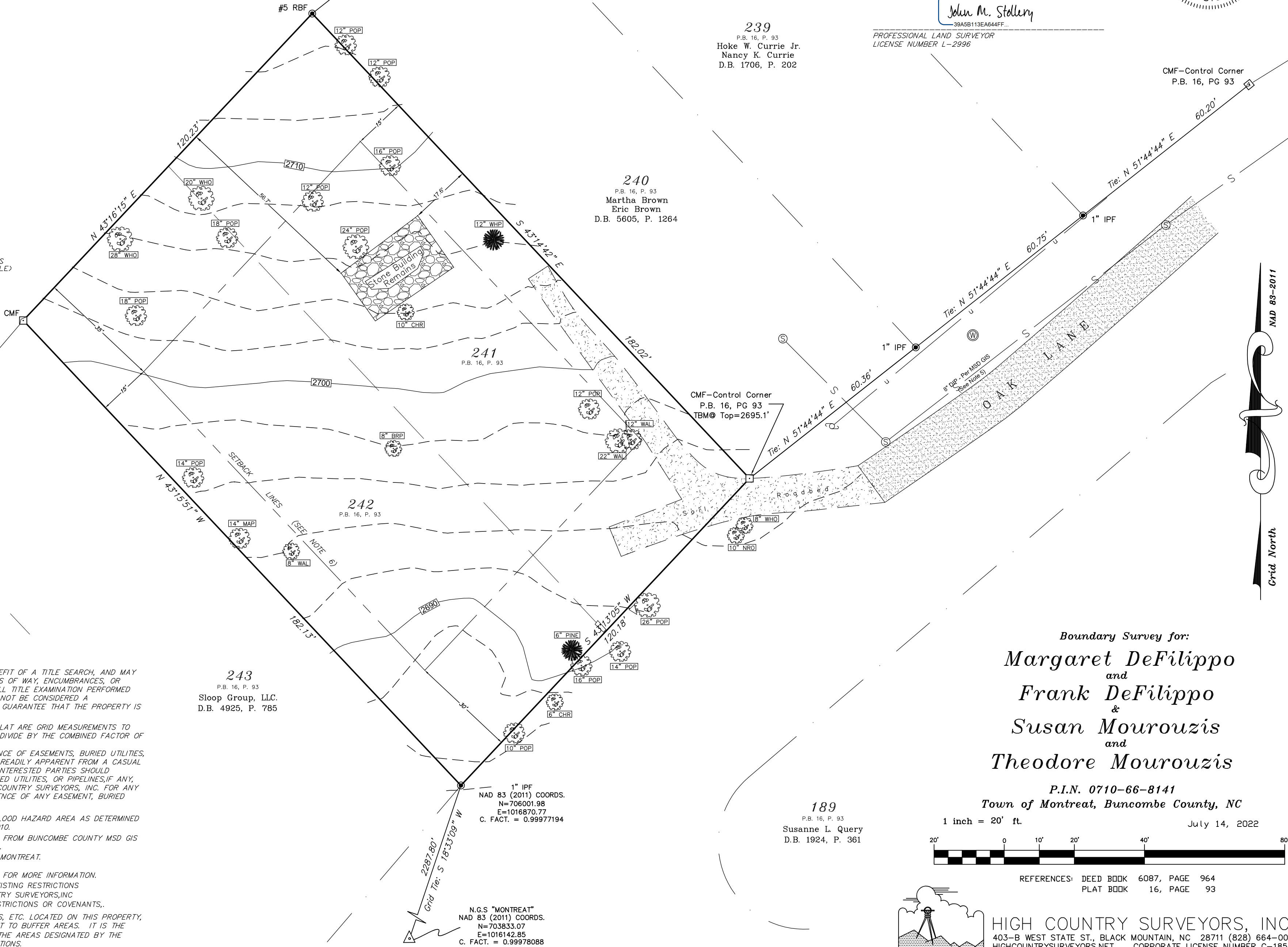
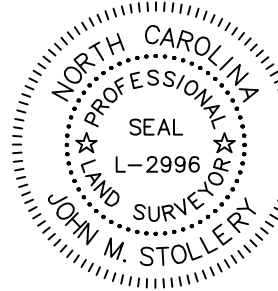
*RTK Observations were used only to tie property to NC Grid.

DocuSigned by:

John M. Stollery

39A5B113EA644FF...

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-2996



NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND MAY NOT SHOW ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ENCUMBRANCES, OR OTHER FACTS THAT MAY BE DISCLOSED BY A FULL TITLE EXAMINATION PERFORMED BY AN ATTORNEY AT LAW. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE PROPERTY IS FREE FROM ENCUMBRANCES.
2. THE DISTANCES AND ACREAGE SHOWN ON THIS PLAT ARE GRID MEASUREMENTS TO CONVERT TO GROUND DISTANCES AND ACREAGE, DIVIDE BY THE COMBINED FACTOR OF 0.99977194.
3. UNLESS STATED OTHERWISE HEREON, ONLY EVIDENCE OF EASEMENTS, BURIED UTILITIES, PIPELINES, OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. INTERESTED PARTIES SHOULD INVESTIGATE THE EXISTENCE OF EASEMENTS, BURIED UTILITIES, OR PIPELINES,IF ANY, AND VERIFY. NO LIABILITY IS ASSUMED BY HIGH COUNTRY SURVEYORS, INC. FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENT, BURIED UTILITY, OR PIPELINE ON THE PREMISES.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA. SEE FIRM 3710071000J DATED 01.06.2010.
5. UNDERGROUND SEWERLINE INFORMATION IS TAKEN FROM BUNCOMBE COUNTY MSD GIS INFORMATION, AND HAS NOT BEEN FIELD VERIFIED.
6. THIS PROPERTY IS ZONED R-1 BY THE TOWN OF MONTREAT.
SETBACKS: 30' FRONT, 15' SIDE, 35' REAR.
SEE THE TOWN OF MONTREAT ZONING ORDINANCE FOR MORE INFORMATION.
INTERESTED PARTIES SHOULD INVESTIGATE ALL EXISTING RESTRICTIONS PRIOR TO DESIGN OR CONSTRUCTION. HIGH COUNTRY SURVEYORS,INC MAKES NO CLAIM TO THE EXISTANCE OF ANY RESTRICTIONS OR COVENANTS.
7. ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER'S/DEVELOPER'S RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.

243
P.B. 16, P. 93
Sloop Group, LLC.
D.B. 4925, P. 785

CMF-Control Corner
P.B. 16, PG 93
TBM@ Top=2695.1'

189

P.B. 16, P. 93
Susanne L. Query
D.B. 1924, P. 361

N.G.S "MONTREAT"
NAD 83 (2011) COORDS.
N=703833.07
E=1016142.85
C. FACT. = 0.99978088

Boundary Survey for:

Margaret DeFilippo
and
Frank DeFilippo
&
Susan Mourouzis
and
Theodore Mourouzis

P.I.N. 0710-66-8141

Town of Montreat, Buncombe County, NC

1 inch = 20' ft. July 14, 2022



REFERENCES: DEED BOOK 6087, PAGE 964
PLAT BOOK 16, PAGE 93



HIGH COUNTRY SURVEYORS, INC.
403-B WEST STATE ST., BLACK MOUNTAIN, NC 28711 (828) 664-0091
HIGHCOUNTRYSURVEYORS.NET CORPORATE LICENSE NUMBER C-1854

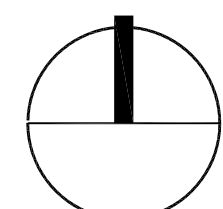
PROPERTY OWNER:	MARGARET & FRANK DEFILIPPO, SUSAN & THEODORE MOUROUZIS 157 OAK LANE MONTREAT, NC 28757
PARCEL PIN:	0710-66-8141
PARCEL ACREAGE:	0.501 AC
DISTURBED AREA:	12,608 SF OR 0.289 AC
IMPERVIOUS AREA:	4,893 SF OR 0.112 AC

1. INSTALL ALL EROSION CONTROL MEASURES AS SHOWN;
2. ON-SITE INSPECTION BY INSPECTOR TO APPROVE PERIMETER EROSION CONTROL DEVICES;
3. PROCEED WITH GRADING;
4. CLEAN SEDIMENT BASINS WHEN ONE-HALF FULL;
5. REPAIR OR REPLACE ALL EROSION CONTROL MEASURES AS NEEDED;
6. SEED AND MULCH DENUDED AREA, AS REQUIRED, AFTER FINISHED GRADES ARE ESTABLISHED;
7. MAINTAIN SOIL EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER ESTABLISHED;
8. REQUEST FINAL APPROVAL BY CONSTRUCTION INSPECTOR; AND,
9. REMOVE ALL TEMPORARY SOIL EROSION CONTROL MEASURES AND STABILIZE THESE AREAS.

1. PROPERTY OWNER IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL STORM WATER POLLUTION PREVENTION LAWS AND ORDINANCES. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL REQUIRED PERMITS.
2. EROSION AND SEDIMENT CONTROL MEASURES INDICATE THE MINIMUM MEASURES REQUIRED. ALL EXISTING STORMWATER MEASURES SHALL BE PROTECTED DURING CONSTRUCTION. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ADD ADDITIONAL MEASURES AS REQUIRED BY FIELD CONDITIONS AND/OR ON-SITE INSPECTION.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED DAILY AND AFTER ANY RAINFALL. ANY REPAIRS OR DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY. A RECORD LOG SHALL BE MAINTAINED ON THE SITE BY THE PROPERTY OWNER AND WILL RECORD ANY DEFICIENCIES AND THE CORRECTIVE MEASURES TAKEN. REFERENCE THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL FOR ADDITIONAL INFORMATION.
4. ALL FILL SLOPES SHALL BE COMPACTED FULL DEPTH TO NOT LESS THAN 95 PERCENT MAXIMUM DENSITY (STANDARD PROCTOR), SHALL BE PLACE ON A SURFACE CLEAR OF GROWTH AND DEBRIS, AND BE PROPERLY BENCHED AND DRAINED.
5. ALL CONSTRUCTED SEVERE SLOPES GREATER THAN 2:1 SHALL BE DESIGNED BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEERING. ADDITIONALLY FOR CONSTRUCTED SEVERE SLOPES GREATER THAN FIVE FEET IN HEIGHT, AN INSPECTION AND A STABILITY CERTIFICATE ARE REQUIRED BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WITH GEOTECHNICAL EXPERTISE SUFFICIENT TO PERFORM THE INSPECTION AND STABILITY ANALYSIS.
6. EXISTING SURFACE DRAINAGE PATTERNS AND STRUCTURES SHALL BE PRESERVED. ALL 3:1 AND STEEPER SLOPES AND PERIMETER AREAS SHALL BE REVEGETATED WITHIN 7 CALENDAR DAYS OF DISTURBANCE. CUT SLOPES SHALL NOT EXCEED 1.5:1 AND FILL SLOPES SHALL NOT EXCEED 2:1.
7. ALL DISTURBED AREAS NOT PAVED SHALL BE FINE GRADED AND SEEDED WITH REBEL II TALL FESCUE SEED MIX OR EQUIVALENT. ALL SLOPES 4:1 OR GREATER SHALL RECEIVE EROSION CONTROL MATTING PRIOR TO SEEDING.
8. BEFORE THE YOU DIG CALL 1-800-632-4949 N.C. ONE-CALL CENTER IT'S THE LAW. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES REGARDING THE PROPOSED CONSTRUCTION. IN ADDITION, THE CONTRACTOR IS TO BE NOTIFIED WHICH UTILITIES, BUT NO LIMITED TO WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, TELEPHONE, CABLE, FIBER OPTICS AND GAS, ARE LOCATED IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND STAKING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING THEM DURING THE WORK AND SHALL BEAR ANY COSTS TO REPAIR UTILITIES DAMAGED AS A CONSEQUENCE OF PERFORMING THE WORK.

SITE, GRADING & EROSION CONTROL PLANS PREPARED FROM
BOUNDARY, TOPOGRAPHIC & TREE SURVEY INFORMATION
PROVIDED BY HIGH COUNTRY SURVEYORS, INC. DATED 7-14-22.

SIZE / TYPE	QUANTITY
8" Bradford Pear	1
10" Cherry	1
12" Poplar	1
24" Poplar	1
12" Walnut	1
24" Walnut	1
12" White Pine	1



L100

CMF-Control Corner
P.B. 16, PG 93 —
TBM@ Top=2695.1'

—2 PARKING SPACES

STORMWATER CALCULATIONS

LOT SIZE 21,845 SF = 0.501 AC
SITE DISTURBANCE = 12,608 SF OR 0.289 AC
PROPOSED IMPERVIOUS AREA = 4,893 SF OR 0.112 AC

PRE DEVELOPMENT RUNOFF

BLACK MT. NOAA ONE YEAR 24 HR DURATION = 2.66 INTENSITY
(1HR RAINFALL INTENSITY, 1 YEAR EVENT) - 0.48 CFS

POST DEVELOPMENT RUNOFF

BLACK MT. NOAA ONE YEAR 24 HR DURATION = 2.66 INTENSITY
(1HR RAINFALL INTENSITY, 1 YEAR EVENT) - 0.62 CFS

RATIONAL METHOD NET INCREASE = 0.14 CFS

FIRST INCH OF RAINFALL TO CAPTURE AND TREAT:

BLACK MT. NOAA ONE YEAR ONE HOUR DURATION = 1.21 INTENSITY
POST CONSTRUCTION COMPOSITE RUNOFF COEFFICIENT = 0.46

TOTAL SITE RUNOFF FROM FIRST INCH OF RAINFALL = 1,005 CUBIC FT.

REGENERATIVE STORMWATER CONVEYANCE AND RAIN GARDEN
SIZED TO CAPTURE AND TREAT 1,050 CUBIC FEET.

STORMWATER NOTES:

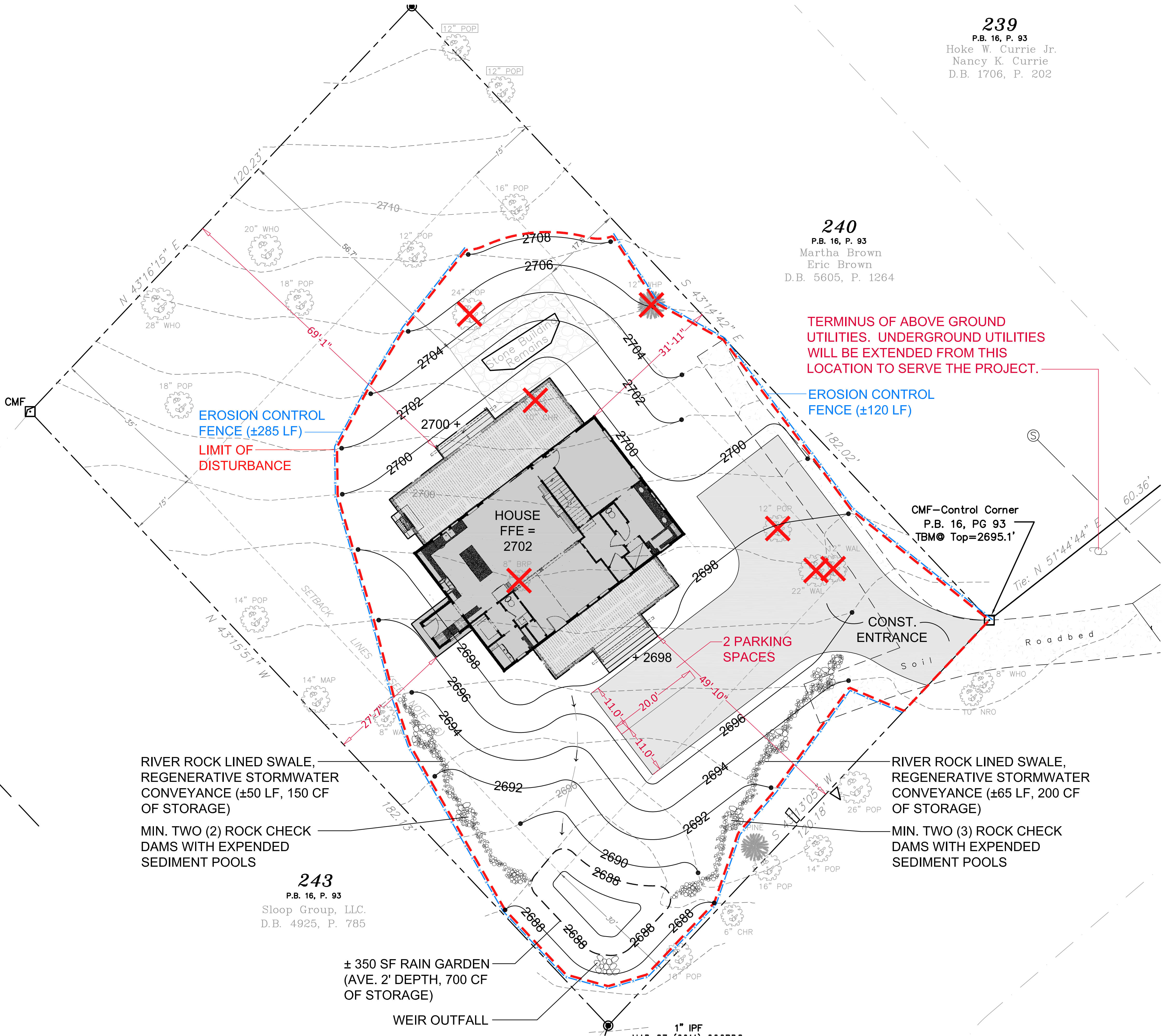
305(5) A). THIS PROJECT EMPLOYS LID PRACTICES FOR STORMWATER WITH A SERIES OF STORMWATER COLLECTION DEVICES (GUTTERS, DOWNSPOUTS, ROOF DRAINS, REGENERATIVE CONVEYANCES, CHECK DAMS, SEDIMENT POOLS AND RAIN GARDEN / DEPRESSED DETENTION) AS WELL AS RIVER ROCK DISCHARGE LOCATION. DISCHARGE FROM ROOF DRAIN LOCATIONS SHALL BE AT THE RIVER ROCK REGENERATIVE STORMWATER CONVEYANCE LOCATIONS, WHICH ARE INTENDED TO CONTROL AND SLOW STORMWATER DOWN SERIES OF CHECK DAMS AND SEDIMENT POOLS, BOTH STORING AND TREATING STORMWATER AS IS FLOWS TO THE RAIN GARDEN FOR ADDITIONAL STORAGE. THESE MEASURES MIMIC THE EXISTING NATURAL HYDROLOGY, CAPTURE AND TREAT RUNOFF PER THE CALCULATIONS PROVIDED ABOVE.

305(5) C). THE SERIES OF STORMWATER COLLECTION AND TREATMENT DEVICES PROVIDE A MINIMUM OF 85% AVERAGE ANNUAL REMOVAL FOR TOTAL SUSPENDED SOLIDS.

305(5) D). THE PEAK STORM WATER RUNOFF RELEASE RATES LEAVING THE SITE DURING POST-CONSTRUCTION ARE LESS THAN THE PREDEVELOPMENT PEAK STORM WATER RUNOFF RELEASE RATES FOR THE 1-YEAR FREQUENCY, 24-HOUR DURATION STORM EVENT PER THE CALCULATIONS PROVIDED ABOVE.

305(5) E). NO SINGLE COLLOCATION DEVICE / PRACTICE RECEIVES RUNOFF FROM AN AREA GREATER THAN THREE (3) ACRES.

NOTE: THE PROFESSIONAL LANDSCAPE ARCHITECT PERFORMING THE DESIGN AND CALCULATIONS FOR THIS PROJECT IS PRACTICING IN THEIR AREA OF COMPETENCE.



239

P.B. 16, P. 93

Hoke W. Currie Jr.

Nancy K. Currie

D.B. 1706, P. 202

240

P.B. 16, P. 93

Martha Brown

Eric Brown

D.B. 5605, P. 1264

TERMINUS OF ABOVE GROUND UTILITIES. UNDERGROUND UTILITIES WILL BE EXTENDED FROM THIS LOCATION TO SERVE THE PROJECT.

EROSION CONTROL FENCE (±120 LF)

CMF—Control Corner

P.B. 16, PG 93

TBM® Top=2695.1'

CONST. ENTRANCE

RIVER ROCK LINED SWALE, REGENERATIVE STORMWATER CONVEYANCE (±65 LF, 200 CF OF STORAGE)

MIN. TWO (3) ROCK CHECK DAMS WITH EXPENDED SEDIMENT POOLS

RIVER ROCK LINED SWALE, REGENERATIVE STORMWATER CONVEYANCE (±50 LF, 150 CF OF STORAGE)

MIN. TWO (2) ROCK CHECK DAMS WITH EXPENDED SEDIMENT POOLS

243

P.B. 16, P. 93

Sloop Group, LLC.

D.B. 4925, P. 785

± 350 SF RAIN GARDEN (AVE. 2' DEPTH, 700 CF OF STORAGE)

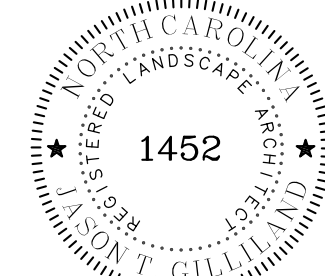
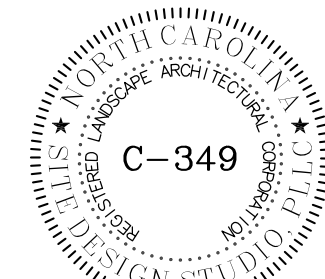
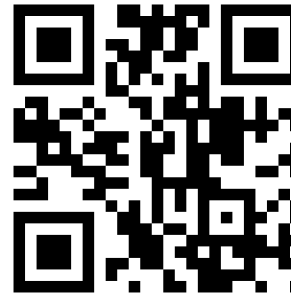
WEIR OUTFALL

1" IPF



SITE DESIGN STUDIO
landscape architecture
planning
project management
construction observation

www.sds-la.com
828.484.8225



DEFILIPPO & MOUROUZIS
157 OAK LANE
MONTREAT, NORTH CAROLINA

DATE: SEPTEMBER 7, 2022
DESIGNED BY: JTG
CHECKED BY: JNG
SCALE: 1" = 10'
PROJECT #: 22-060

REVISIONS:
OCTOBER 19, 2022

SHEET TITLE

STORMWATER
MANAGEMENT
PLAN

SHEET NUMBER

L101

Date: _____
Page: _____

NOTES:

1. Lime, fertilizer and seed before installation. Planting of shrubs, trees, etc. should occur after installation.
2. Slope surface shall be smooth before placement for proper soil contact.
3. For installation on a slope, place RECP 2-3 feet over the top of the slope and into an excavated end trench measuring approximately 12 inches deep by 6 inches wide. Pin the RECP at 1 foot intervals along the bottom of the trench, backfill and compact. Unroll the RECP down the slope maintaining direct contact between the soil and RECP.
4. Pin RECP to the ground using staples or pins in a 3 foot center-to-center pattern.
5. Design velocities exceeding 2 feet/second require temporary blankets, mats or similar liners to protect seed and soil until vegetation becomes established.
6. If there is a berm at the top of slope, anchor upslope of the berm.
7. Staking or stapling layout per manufacturers specification.
8. 11 gauge, at least 6 inch by 1 inch staples or 12 inch minimum length wooden stakes are recommended for anchoring.
9. Do not stretch blankets/matting tight, allow the rolls to conform to any irregularities.
10. For slopes less than 3H:1V, rolls may be placed in horizontal strips.

MAINTENANCE:

1. Inspect Rolled Erosion Control Products at least weekly and after each rain 1.0 inch or greater; repair immediately.
2. Good contact with the ground must be maintained, and erosion must not occur beneath the RECP.
3. Any areas of the RECP that are damaged or not in close contact with the ground shall be repaired and stapled.
4. If erosion occurs due to poorly controlled drainage, the problem shall be fixed and eroded area protected.
5. Monitor and repair the RECP as necessary until ground cover is established.

DATE: _____ **Page:** _____

Construction:

1. Construct the sediment barrier of standard strength or extra strength synthetic filter fabrics.
2. Ensure that the height of the sediment fence does not exceed 24 inches above the ground. (Higher fences may impound volumes of water sufficient to cause failure of the structure.)
3. Construct the filter fabric from a continuous roll cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post.
4. Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts. Extend the wire mesh support to the bottom of the trench. Fasten the wire reinforcement, then fabric on the upslope side of the fence post. Wire or plastic zip ties should have a minimum 50 pound tensile strength.
5. When a wire mesh support is used, space posts a maximum of 8 feet apart. Supports should be driven securely into the ground a minimum of 24 inches.
6. Extra strength filter fabric with 6 foot post spacing does not require wire mesh support fabric. Securely fasten the filter fabric: directly to posts. Wire or plastic zip ties should have a minimum of 50 pound tensile strength.
7. Excavate the trench approximately 4 inches wide and 8 inches deep along the proposed line of the posts and upslope from the barrier.
8. Place 12 inches of fabric along the bottom and side of the trench.
9. Backfill the trench with soil placed over the filter fabric and compact. Thorough compaction of the backfill is critical to silt fence performance.
10. Do not attach filter fabric to existing trees.

Maintenance:

1. Inspect sediment fences at least once a week and after each 1 inch rainfall. Make any required repairs immediately.
2. Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.
3. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.
4. Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

CROSS SECTION VIEW

The diagram illustrates the cross-section of a silt fence. It shows a trench 4 inches wide and 8 inches deep, backfilled and compacted. The filter fabric is supported by a wire mesh or plastic zip ties on the upslope side, which are secured to steel posts driven into the ground. The filter fabric is 18-24 inches high and 8 inches down and 4 inches forward along the trench. The diagram also shows the placement of the filter fabric and the trench, and the resulting cross-section view.

Date:	Page:															
<p>TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> <tr> <td>Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)</td><td>50</td></tr> </table> <p>Omit annual lespedeza when duration of temporary cover is not to extend beyond June.</p> <p>Seeding Dates Mountains—Above 2500 feet: Feb. 15 - May 15 Below 2500 feet: Feb. 1 - May 1</p> <p>Piedmont—Jan. 1 - May 1 Coastal Plain—Dec. 1 - Apr. 15</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.</p>	Species	Rate (lb/acre)	Rye (grain)	120	Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50	<p>TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>German millet</td><td>40</td></tr> </table> <p>In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.</p> <p>Seeding Dates Mountains—May 15 - Aug. 15 Piedmont—May 1 - Aug. 15 Coastal Plain—Apr. 15 - Aug. 15</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Re-fertilize if growth is not fully adequate. Reseed, re-fertilize and mulch immediately following erosion or other damage.</p>	Species	Rate (lb/acre)	German millet	40	<p>TEMPORARY SEEDING RECOMMENDATIONS FOR FALL</p> <p>Seeding Mixture</p> <table> <tr> <th>Species</th><th>Rate (lb/acre)</th></tr> <tr> <td>Rye (grain)</td><td>120</td></tr> </table> <p>Seeding Dates Mountains—Aug. 15 - Dec. 15 Coastal Plain and Piedmont—Aug. 15 - Dec. 31</p> <p>Mulch Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.</p> <p>Maintenance Repair and re-fertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extend temporary cover beyond June 15, overseed with 50 lb/acre Kobe (Piedmont and Coastal Plain) or Korean (Mountains) lespedeza in late February or early March.</p>	Species	Rate (lb/acre)	Rye (grain)	120
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Date: _____

Page: _____

FRONT VIEW

Labels in Front View:

- 4' MIN.
- SILT FENCE
- STEEL FENCE POST SET MAX 2' APART MIN. 18" INTO SOLID GROUND
- BURY WIRE FENCE, FILTER FABRIC, AND HARDWARE CLOTH IN TRENCH

SECTION VIEW

Labels in Section View:

- TOP OF SILT FENCE MUST BE AT LEAST 1' ABOVE THE TOP OF THE WASHED STONE
- STEEL FENCE POST
- WIRE FENCE
- HARDWARE CLOTH
- FILTER OF #57 WASHED STONE
- 3" FILTER FABRIC ON GROUND
- BURY 6" OF UPPER EDGE OF FILTER FABRIC IN TRENCH
- BURY WIRE FENCE AND HARDWARE CLOTH

NOTES:

1. Hardware cloth and gravel should overlay the silt fence at least 12 inches.
2. Stone outlets should be placed on low elevation areas of silt fence and based on field conditions.

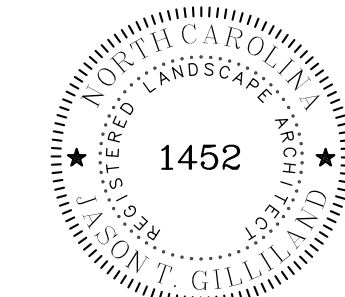
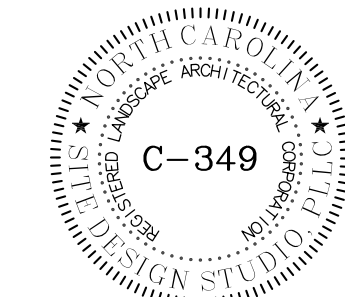
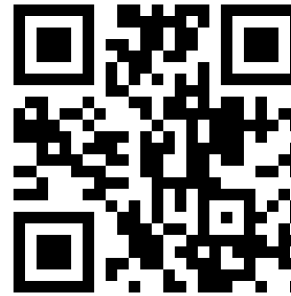
MAINTENANCE:

1. Per NCG-01, inspect outlet at least once a week and after each 1 inch or greater rainfall event. Complete any required repairs immediately. Freshen stone when sediment accumulation exceeds 6 inches. Keep mesh free of debris to provide adequate flow.
2. Remove sediment when half of stone outlet is covered.
3. Replace stone as needed to facilitate de-watering.

Date:	NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR FALL	Page:																						
NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR SUMMER SEEDING MIXTURE <table border="1"> <thead> <tr> <th>Species</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>Hard Fescue</td><td>15 lbs/acre</td></tr> <tr> <td>Switchgrass</td><td>2.5-3.5 lbs/acre*</td></tr> <tr> <td>Indian Grass</td><td>5-7 lbs/acre*</td></tr> <tr> <td>Big Bluestem</td><td>5-7 lbs/acre*</td></tr> <tr> <td>Indian Woodrats</td><td>1.5-2.5 lbs/acre*</td></tr> <tr> <td>Virginia Wild Ry</td><td>4-6 lbs/acre*</td></tr> </tbody> </table>	Species	Rate	Hard Fescue	15 lbs/acre	Switchgrass	2.5-3.5 lbs/acre*	Indian Grass	5-7 lbs/acre*	Big Bluestem	5-7 lbs/acre*	Indian Woodrats	1.5-2.5 lbs/acre*	Virginia Wild Ry	4-6 lbs/acre*	NON-INVASIVE PERMANENT SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING SEEDING MIXTURE <table border="1"> <thead> <tr> <th>Species</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>Centipede</td><td>5 lbs/acre</td></tr> <tr> <td>Indian Woodrats</td><td>1.5-2.5 lbs/acre*</td></tr> <tr> <td>Virginia Wild Ry</td><td>4-6 lbs/acre*</td></tr> </tbody> </table>	Species	Rate	Centipede	5 lbs/acre	Indian Woodrats	1.5-2.5 lbs/acre*	Virginia Wild Ry	4-6 lbs/acre*	
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MAINTENANCE: Indian Woodrats and Virginia Wild Ry are both sun and shade tolerant.																								
SEED BED PREPARATION: LIMING- Apply lime according to soil test recommendations. If the pH (activity) of the soil is not known, an application of ground agricultural limestone at the rate of 1 to 1 1/2 tons/acre on coarse-textured soils and 2-3 tons/acre on fine-textured soils is usually sufficient. Apply limestone uniformly and incorporate into the top 4-6 inches of soil. Soils with a pH of 6 or higher need not be limed. FERTILIZER- Base application rates on soil tests. When these are not possible, apply a 10-10-10 grade fertilizer at 700-1,000 lbs/acre. Both fertilizer and lime should be incorporated into the top 4-6 inches of soil. If a hydrologic section is used, do not mix seed and fertilizer more than 30 minutes before application. SURFACE ROUGHENING- If recent tillage operations have resulted in a loose surface additional roughening may not be required, except to break up large clods. If rainfall causes the surface to become sealed or crusted, seedling it just prior to seeding by raking, harrowing, or other suitable methods for fine grading. The finished grade shall be a smooth even soil surface with a loose uniform fine texture. All ridges and depressions shall be removed and filled to provide the approved surface grading. Planting is to be done immediately after finished grades are obtained and seeded preparation is completed.																								
NOTES: 1. Permanent seeding, sodding or other means of stabilization are required when all construction work is completed according to the NPDES timeframe's table. 2. North Carolina Department of Agriculture soils test (or equal) is highly recommended to be obtained for all areas to be seeded, sprigged, sodded or planted. 3. Use a seeding mix that will produce fast growing nurse crops and includes non-invasive species that will eventually provide a permanent groundcover. Soil blankets may be used in lieu of nurse crops. Mat, tack or crimp mulch, as needed to stabilize seeded areas until root establishment. Mulch must be applied uniformly over the soil with a cover density of at least 80%. 4. Ground cover shall be maintained until permanent vegetation is established and stable against accelerated erosion.																								

NORTH CAROLINA
 Environmental Quality
 EFFECTIVE DATE: 11/20/2020

PERMANENT SEEDING RECOMMENDATIONS





TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT

P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002, ext. 303

Fax: (828)669-3810

www.townofmontreat.org

PERMIT#: **5847**

☒ Residential

BUILDING PERMIT APPLICATION

Owner Name: Theodore and Susan Mourouzis /Frank and Margaret DeFilippo
Mailing Address: 10851 Ruby Ct.
City: Carmel State: IN ZIP: 46032
Owner Phone: 317-332-2654 E-mail: susanmourouzis@outlook.com
Project Address: 157 Oak Lane, Montreat NC 28757 PIN #: 0710668141

Attached to and part of this application are:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Two (2) sets of complete plans | <input checked="" type="checkbox"/> LEED or Healthy Built Home Certified (Green Building) |
| <input checked="" type="checkbox"/> Site Plan | <input checked="" type="checkbox"/> Designated Lien Agent documentation <input checked="" type="checkbox"/> Exemption |
| <input checked="" type="checkbox"/> Zoning Compliance | <input checked="" type="checkbox"/> Stormwater Control System Plan <input checked="" type="checkbox"/> Permit |
| <input checked="" type="checkbox"/> MSD Permit <input checked="" type="checkbox"/> Water Tap Approved | <input checked="" type="checkbox"/> Elevation Certificate (Qualifying Development in SFHA) |
| <input checked="" type="checkbox"/> Boundary Line Survey (if applicable) | <input checked="" type="checkbox"/> Sedimentation/Erosion Control System Plan <input checked="" type="checkbox"/> Permit |
| <input checked="" type="checkbox"/> Architectural site review (if applicable) | <input checked="" type="checkbox"/> Progress Energy Premise # <u>5208864209</u> |

Brief Description of Project: New single family residence (we are not building the garage)

** Will require ZONING Approval prior to C.O. ISSUANCE*

Project Cost: \$ 740,000.00 Market Value of Structure: \$ 740,000.00

Areas:		Accommodations:	
Total Heated Sq. Ft.: <u>2255</u>	<u>132</u> <u>297,660</u>	# of Dwelling Units: <u>1</u>	
Covered Unheated: <u>768</u>	<u>60</u> <u>46,080</u>	# Bedrooms: <u>3</u>	# Baths: <u>2 1/2</u>
Open Decks: <u>768</u>	<u>44</u> <u>33,762</u>	Kitchen(s): <u>1</u>	
Concrete/Asphalt: <u>0 - gravel drive</u>	<u>343,740</u>	# of Stories: <u>2</u>	

SPECIFICATIONS

- | | | | |
|--|---|---|--|
| FOUNDATIONS | WALLS | SUB-FLOORING | FLOORING |
| <input checked="" type="checkbox"/> Concrete Block <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Wood Siding <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Diagonal | <input checked="" type="checkbox"/> Hardwood <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Poured Wall | <input checked="" type="checkbox"/> Vinyl Siding | <input checked="" type="checkbox"/> Plywood (T&G) <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tile <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Slab on Grade | <input checked="" type="checkbox"/> Stucco | | <input checked="" type="checkbox"/> Vinyl |
| <input checked="" type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Other: _____ | | <input checked="" type="checkbox"/> Carpet |
| ROOFING | HEATING & AIR CONDITIONING | PLUMBING FIXTURES | |
| <input checked="" type="checkbox"/> Fiberglass <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> None | (Give # Of) | |
| <input checked="" type="checkbox"/> Wood | <input checked="" type="checkbox"/> Heat Pump <input checked="" type="checkbox"/> | <u>5</u> Lavatories | <u>3</u> Water Closets |
| | <input checked="" type="checkbox"/> Elec. Resist. | | |
| | <input checked="" type="checkbox"/> Central Air <input checked="" type="checkbox"/> | | |

Remember to Schedule a Final Inspection upon Completion of Project By Calling (828) 669-8002, ext. 303



TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT

P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002, ext. 303

Fax: (828)669-3810

www.townofmontreat.org

PERMIT#: _____

☒ Residential

☒ Metal ☒ Fireplace ☒ Window Units 3 Tub/Shower 1 Water Heaters
☒ Membrane ☒ Furnace ☒ Geothermal Bidets
☒ Other: _____ ☒ Gas ☒ Oil ☒ Solar 1 Sinks _____ Laundry Trays

INSULATION	TYPE	THICKNESS	R-FACTOR
Exterior Wall	Batts	5 1/2"	R-19
Ceiling/Attic	Blown and Foam	Varies	R-38
Floor	Batts	12"	R-19
Conditioned Attic/Closed Crawlspace? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach details.			

Gas Appliances: List Gas Appliances and BTU Demands:

none

Note: If gas installed for other than fireplaces, a detailed schematic is required.*Concrete Areas:**
☒ Basement/Garage Floor ☒ Driveway/Parking Area ☒ Other: _____
Contractor Information:

Harrison Homes	828-777-2981	57612
(General Contractor)	(Phone #)	(State License #)
Buckingham Electric	828-582-6326	u32878
(Electrical Contractor)	(Phone #)	(State License #)
AC Heating & Air	828-442-6951	22572
(Mechanical Contractor)	(Phone #)	(State License #)
Anchor Plumbing	828-712-1333	32752
(Plumbing Contractor)	(Phone #)	(State License #)
(Other)	(Phone #)	(State License #)

CERTIFICATION

I (We) agree to conform to all Federal, State and local codes and ordinances. All materials will be kept presentable on the lot and all debris will be removed prior to issuance of a Certificate of Occupancy.

(Owner's Signature)

Date

(Contractor's Signature)

Date

FEES

Permit:	2062.44	Homeowner's Recovery:	10.00
Plumbing:	200.00	Certificate of Occupancy:	40.00
Mechanical:	200.00	Gas:	N/A
Electrical:	200.00	Fire/Sprinkler:	
Total Fees: \$	2712.44	Cash: \$	
		Check #: 12080	Date Paid: 10/27/2022

10-26-22

Remember to Schedule a Final Inspection upon Completion of Project By Calling (828) 669-8002, ext. 303



TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT
P. O. Box 423
Montreat, NC 28757
Tel: (828)669-8002, ext. 303
Fax: (828)669-3810
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PERMIT#: _____

☒ Residential ☐

(PERMIT APPROVAL DATE) _____

BUILDING INSPECTOR SIGNATURE _____

**NOTE: If the work has not been started within six (6) months of permit issuance date, or if the work has ceased for twelve (12) months, the permit will become void and all fees will be surrendered.*

IMPORTANT NOTICE

Construction site must be kept clean and presentable at all times. Do not allow debris to blow on adjacent properties, roads, streams, etc. A **"STOP WORK ORDER"** will be issued for violations.

► Contractor shall remove all construction advertisement signs within five (5) days upon completion of said job ◀

Remember to Schedule a Final Inspection upon Completion of Project By Calling (828) 669-8002, ext. 303



SUP-2023-01

Special Use Permit Request

PIN # 071066814100000
 Montreat Board of Adjustment
 September 28th, 2023

1

Subject Property Overview

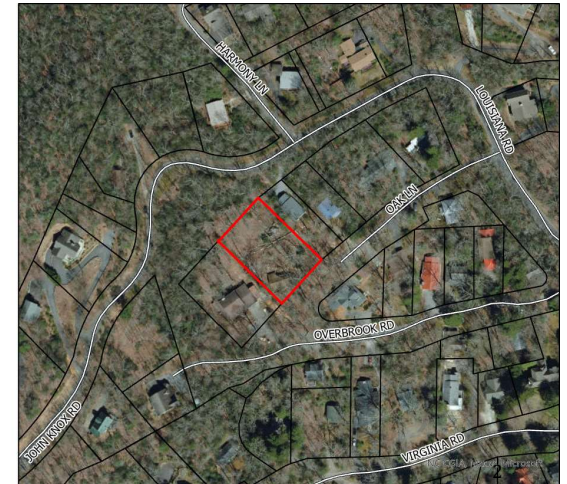
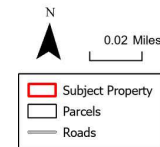
PIN: 071066814100000

Address: 157 Oak Lane
 Montreat, NC 28757

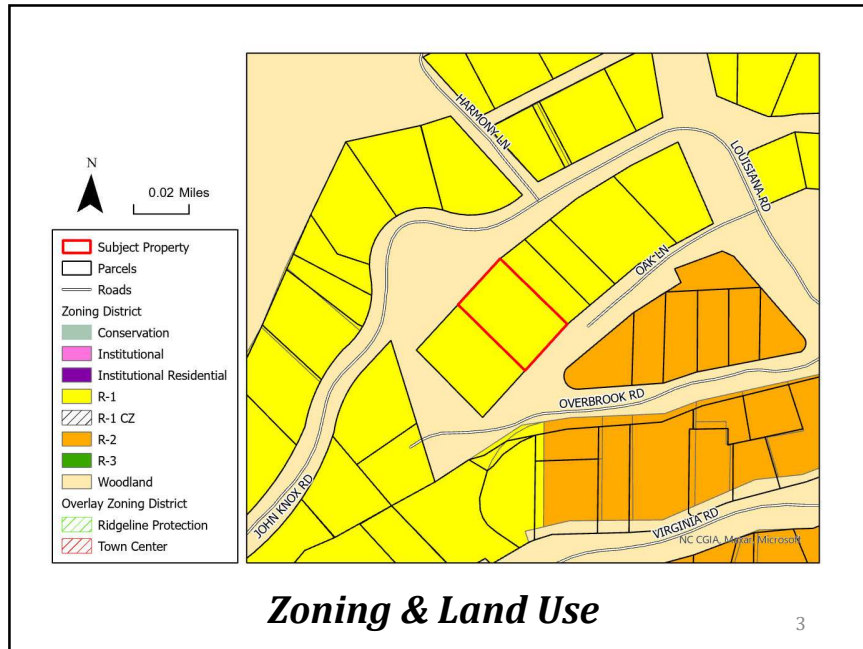
Owner: Theodore and Susan Mourouzis
 & Frank and Margaret DeFilippo
 10851 Ruby Court
 Carmel, IN 46032

Size: 0.48 acres

Current Zoning and Use:
 R-1 Zoning District; vacant with
 approved single-family dwelling
 under construction.



2



3

Application Overview

Applicant: Dana Bobilya with Harrison Homes (on behalf of the Property Owners)

Application Summary:

- ❖ Approval for a Special Use Permit to allow a 907-square-foot detached Garage (Accessory Building) with a final height taller than ten feet to be placed in the front yard of a single-family dwelling unit
- ❖ Garages constructed in the front yards of residential Zoning Districts require a Special Use Permit (MZO Section 606.2 & Article V).
- ❖ Accessory Buildings larger than six hundred square feet or exceeding ten feet in height require a Special Use Permit (MZO Section 606.13).

4

Staff Findings

USE

- ❖ Garages constructed in the front yards of residential Zoning Districts require a Special Use Permit (MZO Section 606.2 & Article V).
- ❖ Accessory Buildings larger than six hundred square feet or exceeding ten feet in height require a Special Use Permit (MZO Section 606.13).
- ❖ The single-family dwelling under construction on the Subject Property received a Certificate of Zoning Compliance (i.e. zoning permit) on 10/26/22 and a Building Permit on 10/26/22. Single-family dwellings are permitted by right in the R-1 Zoning District.

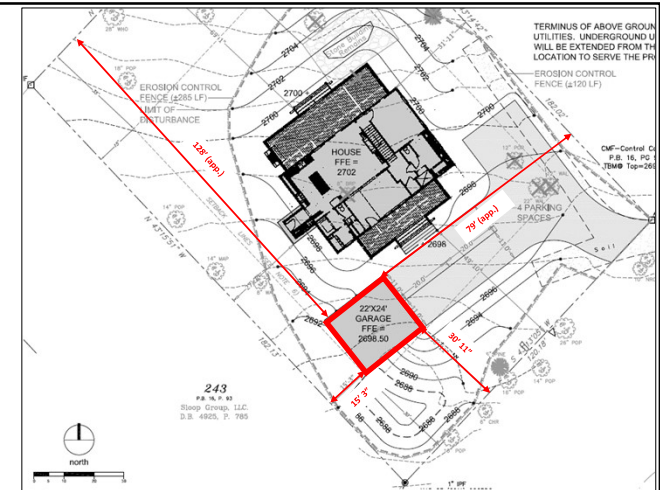
COMPREHENSIVE PLAN

- ❖ The following vision in *Montreat Tomorrow* may be relevant to this application:

Development: *Montreat will be a community that respects buildings with historic value, encourages new development to consider the surrounding architecture, and strives for resilience in the face of a changing climate.*

5

Staff Findings



SETEBACKS

	Required R-1 Zoning District Setback	Proposed Accessory Building Setback
Front	30 feet	30 feet 11 inches
Side (L/R)	15 feet/15 feet	15 feet 3 inches / approx. 79 feet
Rear	20% of mean lot depth	Approx. 128 feet

6

6

Staff Findings

PARKING

- ❖ The single-family dwelling required two parking spaces based on the heated square footage, which the Applicant will provide in the driveway (Section 702.1 MZO).
- ❖ The proposed Accessory Building requires an additional parking space to be added.
- ❖ The Applicant proposes to provide two parking spaces in the ground floor of the Accessory Building and an additional space in a new driveway area on the site to accommodate the new development. There will be six on-site parking space at development completion.

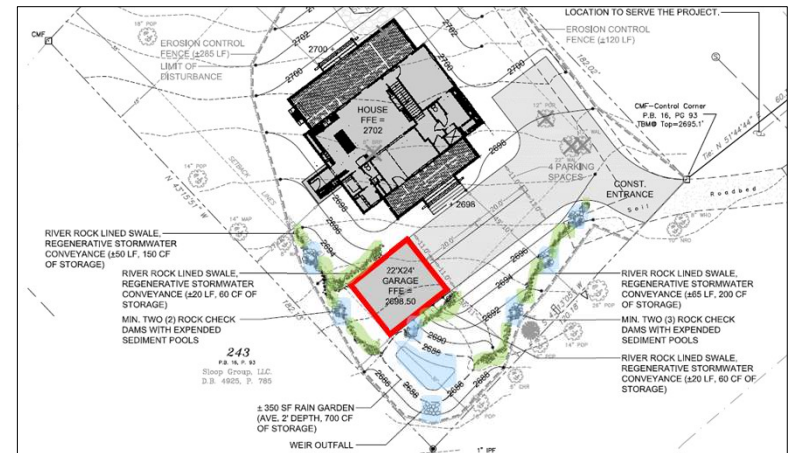
LANDSCAPING AND TREES

- ❖ Landscaping requirements of Section 900.2 of the MZO do not apply.
- ❖ No trees or vegetation are proposed to be removed within the Town's right-of-way.

7

7

Staff Findings



POST CONSTRUCTION STORMWATER MANAGEMENT

- ❖ To manage the stormwater from the single-family dwelling, regenerative stormwater conveyance measures (rock lined swales), rock check dams, and expanded sediment pools with a rain garden and weir outfall on the southeast and southern corners of the property are proposed.
- ❖ Additional rock lined swales are proposed with the addition of the Accessory Building. A revised stormwater plan, to be sealed by a licensed professional, will be required with permitting.

8

8

Staff Findings

SPECIAL REQUIREMENTS (MZO Section 606.2)

❖ Detached Garages in residential Zoning Districts must meet the following requirements.

1. The Zoning Administrator determines** this will reduce damage to the natural topography, trees and natural green space, or where the topography will create a hardship that would result in significant damage to the topography, trees and plant life without such relief;
2. The Garage will be constructed of materials that meet or exceed the quality and appearance of the principal Building;
3. The Garage must be enclosed by an operable Garage door to be maintained in good working order, excluding carports;
4. The Garage doors shall be kept closed when the house is unoccupied for more than one day; and;
5. The property owner shall maintain the Garage and its appearance to reasonably remain in the condition it is in when completed and approved by the Building Inspector. The Zoning Administrator shall determine when this provision has been violated.

***Section 606.21 requires the Zoning Administrator make a discretionary decision that is outside of their administrative authority. The Applicant provides evidence to satisfy this requirement directly to the Board of Adjustment.*

Board of Adjustment Decision

The Board shall grant a Special Use Permit upon showing of **all** of the following per Section 310.6 of the MZO:

1. The Use will not be detrimental to or endanger the public health, safety or general welfare if located where proposed and developed according to the plan as submitted and approved.
2. The Use meets or will meet all the required and applicable development standards and conditions of the Town of Montreat unless modified by this Board.
3. The Use will not substantially diminish and impair the value of any property any portion of which is located within two hundred fifty feet of the boundary of the Subject Property.
4. The location and character of the Use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will not be injurious to the use and enjoyment of other property, for the purposes already permitted, within the area in which it is located.
5. The location and character of the Use, if developed according to the plan as submitted and approved, will be in general conformity with the adopted policies and plans, including the Comprehensive Plan of the Town of Montreat.
6. Adequate measures have been taken or will be taken to provide ingress and egress so designed as to minimize congestion in the public street.

In granting any Special Use Permit, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with any of the Town's land development Ordinances.



SUP-2023-01

Special Use Permit Request

PIN # 071066814100000
Montreat Board of Adjustment
September 28th, 2023



VARIANCE APPLICATION

Town of Montreat Planning and Zoning
1210 Montreat Road, Black Mountain, NC 28711 | (828) 669-8002

REQUIRED FEE: \$350.00 (CASH OR CHECK)

APPLICANT INFORMATION

APPLICANT NAME: _____ TELEPHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

PROPERTY INFORMATION

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PIN# : _____ TOTAL ACREAGE: _____ FLOODPLAIN: YES NO

ZONING: R-1 R-2 R-3 I I/R WL OTHER: _____ OVERLAY ZONING: RPO TCO CD N/A

PROPERTY OWNER: _____ TELEPHONE: _____

MAILING ADDRESS: _____

PROPOSED LAND USE

TYPE OF LAND USE: Residential Non-Residential Other

DESCRIPTION OF PROPOSED DEVELOPMENT: _____

VARIANCE REQUEST

MONTREAT ZONING ORDINANCE SECTION: _____

DESCRIPTION OF REQUESTED VARIANCE: _____

FINDINGS OF FACT

THE TOWN OF MONTREAT'S BOARD OF ADJUSTMENT WILL RENDER A DECISION ON THIS APPLICATION AT A PUBLIC HEARING. IN APPROVING THE REQUEST, THE BOARD OF ADJUSTMENT WILL EXAMINE THE APPLICATION AND MUST FIND THAT THE FOLLOWING SIX ELEMENTS ARE SATISFIED IN THE PROPOSAL:

MZO 310.42(A) *Unnecessary hardship would result from the strict application of the Ordinance. It shall not be necessary to demonstrate that, in the absence of the Variance, no reasonable use can be made of the property.*

MZO 310.42(B) *The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a Variance.*

MZO 310.42(C) *The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a Variance shall not be regarded as a self-created hardship.*

MZO 310.42(D) *The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved.*

MZO 310.42(E) *The Variance requested is the minimum Variance that will make possible the requested Use of the land, Building or Structure.*

MZO 310.42(F) *The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District.*

ATTACHMENTS

THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING ATTACHMENTS:

1. A copy of the deed for the property which is the subject of the application for a Variance, a copy of the plat showing such property if one exists, and any contract to purchase or other relevant documents.
2. A response to the six findings listed above and found in the Montreat Zoning Ordinance Section 310.42.
3. A to scale site plan showing the existing property conditions (including the adjoining road and any existing improvements) and the proposed locations, dimensions, and setbacks of any structure to be built or modified which is the subject of the Variance. If the Variance request concerns the elevation of a building, include an elevation drawing.

SIGNATURES AND ACKNOWLEDGEMENT

I, _____, hereby certify that all of the information set forth above is true and accurate to the best of my knowledge.

Todd Hutchings
Signature of Applicant

Date

Printed Name of Applicant

OFFICE USE ONLY

Complete

Incomplete

Zoning Administrator Signature

Date

Printed Name of Zoning Administrator

Fee: _____

Paid: Yes No

Payment Method: _____

Scheduled Board of Adjustment Meeting Date: _____

Witness my hand and private seal, this the 19th day of August, A.D., 1938.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Therefore, let the Deed with certificates be registered.

WOFFORD F. HUMPHRIES
Deputy Clerk Superior Court

COPIED BY KING.

GEO. A. DIGGES, JR.
REGISTER OF DEEDS

VERIFIED BY J. Hughes & J. King

[illegible]

THIS DEED, Made this 3 day of July, A.D., 1939, by Mrs. Julia C. McGinnis (widow), party of the first part, of Mecklenburg County and State of North Carolina, to Trustees of the Providence Pres. Church and their successors in Office, parties of the second part, of the State of North Carolina,

WITNESSETH, That said party of the first part in consideration of Ten Dollars and other considerations, to her paid by the parties of the second part the receipt of which is hereby acknowledged, have bargained and sold, and by these presents doth bargain, sell and convey to said parties of the second part and their Successors in Office, a tract or lot of land in Buncombe County, State of North Carolina, adjoining the lands of Mrs. Ida Nisbet Lot, and others, and others, and bounded as follows, viz: Beginning at - - -

One Certain Lot or parcel of land situate in the Town of Mountain Retreat, Buncombe County, North Carolina, and fully described as Lot No. 372 on the Index of the plat and survey of the Mountain Retreat Association, Recorded in the Office of Register of Deeds of Buncombe County, North Carolina, in Book No. 16, on pages 92-96. And is also described in a Deed from S. M. Spencer to S. H. Chester, Secretary - Said Deed recorded in Register of Deeds Office of Buncombe County in Book of Deeds No. 186, Page 377. Also described in deed from S. H. Chester Sec. and Susan Chester to Mrs. Julia C. McGinnis, Sept. 2 - 1919. Said Deed recorded in Register of Deeds Office, Buncombe County, in Book No. 234, page 96, to which reference is hereby made. This Deed includes above described Lot and Cottage built thereon - And is subject to all conditions, covenants and stipulations set forth and mentioned in a deed executed by Mountain Retreat Association to S. M. Spencer - Said Deed recorded in Register of Deeds office of Buncombe County, in Book 155, Page 202.

This Lot and Cottage is Deeded to Providence Church with the understanding that it is to be used for the benefit of the Church and its members in attending Church Conferences and meeting of different kinds held at Montreat each year - And is not be sold and money used for any other purpose.

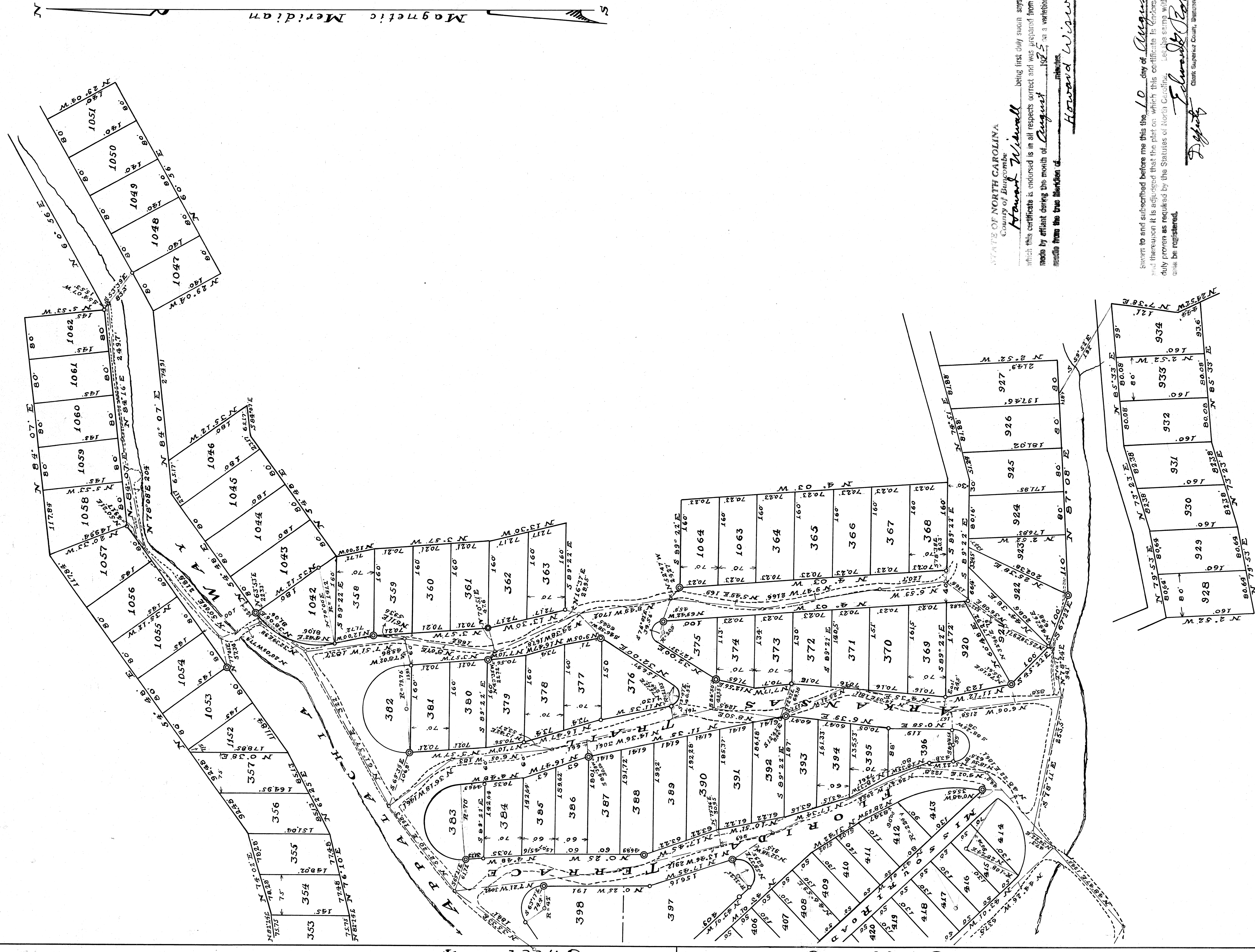
TO HAVE AND TO HOLD the aforesaid tract or lot of land, and all privileges and appurtenances thereto belonging to the said parties of the second part and their successors in Office, to their only use and behoof; and the said part- of the first part, covenants that she is seized of said premises in fee, and has the right to convey the same in fee simple and that the same is free from all encumbrances, and that she will warrant and defend the said title to the same against the claims of all persons whomsoever.

In Testimony Whereof, the said party of the first part has hereunto set her hand and seal, the day and year above written.

Attest: IRENE C. TAIT

MRS. JULIA C. MCGINNIS (SEAL)

16/97



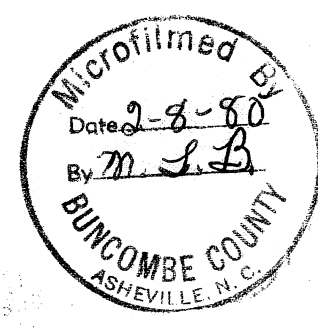
STATE OF NORTH CAROLINA
County of Buncombe
Howard Wiswall
being first duly sworn says that the plat on which this certificate is enclosed is in all respects correct and was prepared from an actual survey made by affiant during the month of August 1935, at a variation of the magnetic needle from the true Meridian of _____ minutes
Howard Wiswall

sworn to and subscribed before me this 10 day of August 1935
and thereupon it is adjudged that the plat on which this certificate is enclosed has been duly proven as required by the Statutes of North Carolina. Let the same with this certificate be registered.
Edmund K. Polk
Clerk Superior Court, Buncombe County.

MAP
OF
MONTREAT
OWNED BY
THE MOUNTAIN RETREAT ASSOCIATION
And situate in
Buncombe County N. C.

Legend:
Concretemark (copper centre) @
Pipe marker

Resurveyed and mapped from
original survey and map 1935
by *Howard Wiswall* Registered Engineer.



GENERAL NOTES:

1. AREA DETERMINED UTILIZING COMPUTER SOFTWARE.
2. NO NGS MONUMENTS WERE RECOVERED WITHIN 2000' OF THIS PROPERTY.
3. NO SUBSURFACE INVESTIGATION PERFORMED BY FLEMING ENGINEERING, INC.
4. UTILITY LOCATION WORK SHOWN HEREON WAS DERIVED BY ABOVE GROUND INDICATORS ONLY, UNLESS OTHERWISE NOTED.
5. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS OF WAY RECORDED PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT VISIBLE AT THE TIME OF INSPECTION.
6. THE CLASSIFICATION OF THIS SURVEY IS NORTH CAROLINA CLASS A.
7. HIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X (ZONE X AREAS ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 3710072000J, EFFECTIVE DATE JANUARY 6, 2010.
8. ELEVATIONS BASED UPON NAVD88

LEGEND:

- = PROPERTY LINE
- SS---SS--- = SANITARY SEWER
- = ADJOINING PROPERTY LINE
- = DEBRIS PILE
- = LIMITS OF TOPOGRAPHIC SURVEY
- //---//--- = UTILITY LINE
- SB--SB- = SETBACK LINE
- [Pattern] = GRAVEL

- △ MNF = MAG NAIL FOUND
- ⊙ FIP = FOUND IRON PIPE
- ⊕ CP = COMPUTED POINT
- ⊕ WM = WATER METER
- ⊕ = FIRE HYDRANT
- ⊕ = SANITARY MANHOLE
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- PG. = PAGE

SITE DATA:

PROPERTY ADDRESS:
370 OKLAHOMA RD
BLACK MOUNTAIN, NC 28711
PIN #: 0720156876000
D.B. 516 PG. 387
P.B. 16 PG. 97

TOTAL AREA: 0.22 ACRES

ZONING:
EXISTING ZONING: R-1

SETBACKS: FRONT 30'
SIDE 15'

SURVEYOR'S CERTIFICATION:

"I, DAVID B. IVEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 516 PAGE 387, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 13TH DAY OF JULY, 2023 A.D.

STATE OF NORTH CAROLINA
COUNTY OF _____

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

REVIEW OFFICER _____ DATE _____

FILED FOR REGISTRATION ON THE _____ DAY
OF _____ AT _____ AND RECORDED IN
PLAT BOOK _____ AT PAGE _____

BUNCOMBE COUNTY REGISTER OF DEEDS

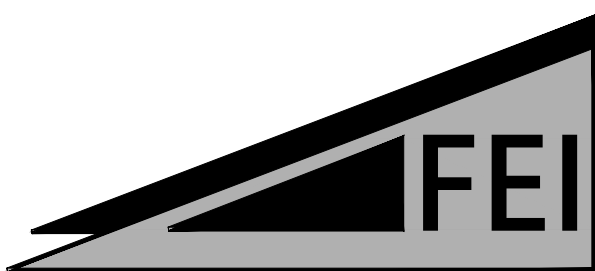
DEPUTY _____

FINAL PLAT FOR:
TODD HUTCHINGS

OWNER:
TR PROVIDENCE PRES CH
10140 PROVIDENCE CHURCH LN
CHARLOTTE, NC 28277

TOWN OF MONTREAT
TOWNSHIP: BLACK MOUNTAIN
SCALE: 1"=20'

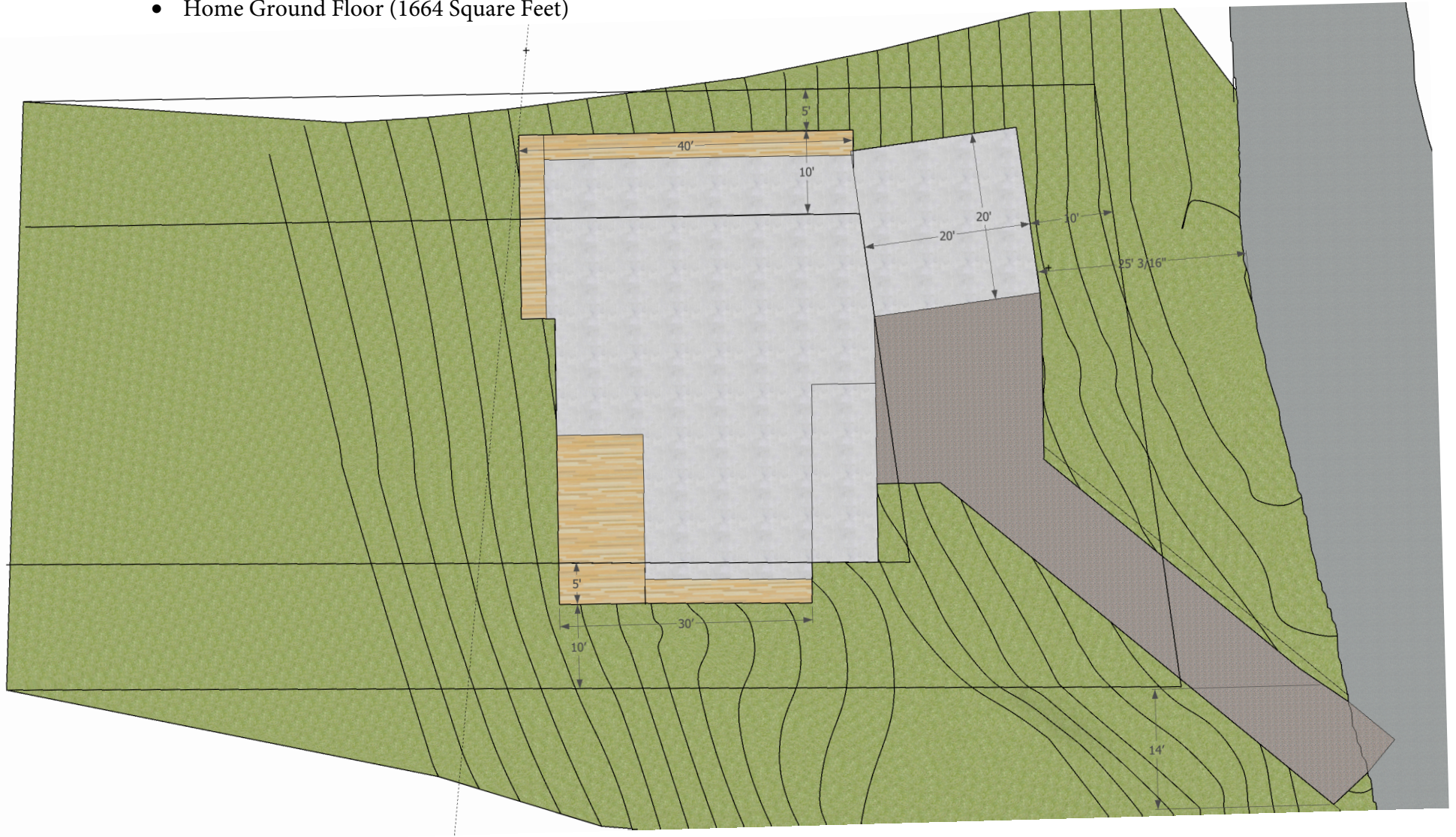
BUNCOMBE COUNTY
NORTH CAROLINA
DATE: 07-12-2023



Civil Engineers and Land Surveyors
7 GLENN BRIDGE RD STE H
ARDEN NC, 28704
www.feiconsulting.com
(828) 676-2011
License No. C-0950

Todd Hutchings Oklahoma Rd Site Plan

- 2ft Contour Lines
- Outer Lines (Property Line)
- Driveway Length (60 feet 13 Degree Slope)
- Graded Area (2900 Square Feet)
- Home Ground Floor (1664 Square Feet)



OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** TR PROVIDENCE PRES CH

(b) **"Buyer":** Todd Jay Hutchings, Laney Hixon Hutchings

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: 99999 OKLAHOMA RD

City: Montreat

Zip: 28757

County: Buncombe, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide 16 at Page(s) 97

The PIN/PID or other identification number of the Property is: 0720-15-6876-00000

Other description: **Deed Date:** 07/03/1939 **Deed:** 0516-0387 **Subdiv:** MONTREAT **Block:** 372 **Section:** Plat: 0016-0097

Some or all of the Property may be described in Deed Book 0516 at Page 0387

(d) **"Purchase Price":**

\$ 63,500.00

\$ 2,000.00

\$ 5,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer

☐ electronic transfer (specify payment service: _____)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer within five (5) days of the Effective Date of this Contract.



This form jointly approved by:
North Carolina Bar Association's Real Property Section

North Carolina Association of REALTORS® Inc.

Buyer initials TJH LHH Seller initials BH

Page 1 of 13



STANDARD FORM 12-T

Revised 7/2022

© 7/2022

\$ _____ N/A

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

\$ _____ N/A

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

\$ _____ N/A

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$ 56,500

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 21 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): GreyBeard Realty Escrow Account

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and

shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on July 27, 2023 *TIME BEING OF THE ESSENCE*.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on August 3, 2023 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is ☒ is not ☐ attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional

☐ USDA ☐ Other type: _____

_____ in the principal amount of _____.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Todd Jay Hutchings & Laney Hixon Hutchings

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- ☐ Additional Provisions Addendum (Form 2A11-T)
☐ Additional Signatures Addendum (Form 3-T)
☐ Back-Up Contract Addendum (Form 2A1-T)
☐ Loan Assumption Addendum (Form 2A6-T)

- ☐ Owners' Association Disclosure Addendum (Form 2A12-T)
☐ Seller Financing Addendum (Form 2A5-T)
☐ Short Sale Addendum (Form 2A14-T)

☐ Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

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

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 06/19/2023
 Buyer: Todd Jay Hutchings
Todd Jay Hutchings
 Date: 06/19/2023
 Buyer: Laney Hixon Hutchings
Laney Hixon Hutchings

Date: 06/19/2023
 Seller: Beverly Howard, Authorized Agent
TR PROVIDENCE PRES CH
 Date: _____
 Seller: _____

Entity Buyer:

 (Name of LLC/Corporation/Partnership/Trust/etc.)
 By: _____
 Name: _____

 Print Name
 Title: _____
 Date: _____

Entity Seller:

 (Name of LLC/Corporation/Partnership/Trust/etc.)
 By: _____
 Name: _____

 Print Name
 Title: _____
 Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: **GreyBeard Realty**

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☒ Dual Agent

Firm License #: **C010460**

Mailing Address: **204 E State St, Black Mountain, NC 28711**

Individual Selling Agent: **Rhonda Tupin**

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: **NC 320563**

Selling Agent Phone#: **(828)606-5109**

Selling Agent Fax#: _____

Selling Agent E-mail: **rhonda@greybeardrealty.com**

Listing Firm Name: **GreyBeard Realty**

Acting as ☐ Seller's Agent ☒ Dual Agent

Firm License #: **C010460**

Mailing Address: **204 E State Street, Black Mountain, NC 28711**

Individual Listing Agent: **Rhonda Turpin**

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: **NC 320563**

Listing Agent Phone#: **(828)606-5109**

Listing Agent Fax#: _____

Listing Agent E-mail: **rhonda@greybeardrealty.com**

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: TR PROVIDENCE PRES CH ("Seller")

Buyer: Todd Jay Hutchings, Laney Hixon Hutchings ("Buyer")

Property Address: 99999 OKLAHOMA RD, Montreat, 28757 ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 2,000.00, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: GreyBeard Realty
By: _____
(Signature)
Rhonda Turpin
(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 2,000.00, receipt of which Seller hereby acknowledges.

Date: 06/19/2023 Seller: _____
(Signature)
TR PROVIDENCE PRES CH
Date: _____ Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: GreyBeard Realty Escrow Account
By: _____
(Signature)

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: GreyBeard Realty Escrow Account
Time: _____ ☐ AM. ☐ PM By: _____
(Signature)

(Print name)



Buncombe County Assessment
Property Record Search

072015687600000
OKLAHOMA RD

TR PROVIDENCE PRES CH
10140 PROVIDENCE CHURCH LN,
CHARLOTTE, NC, 28277

Total Appraised Value
\$94,800

No Photo Available



KEY INFORMATION

Zoning	R-1	Neighborhood	MONH
Land Use Code	RES BLDG LOT	Municipality	CMT
Fire District	FEB	Special District	-
Present Use	-		
Appraisal Area	Laura Bradley (828) 250-4951 Laura.Bradley@buncombecounty.org		
Exemption	-		
Legal Description	Deed Date: 07/03/1939 Deed: 0516-0387 Subdiv: MONTREAT Block: Lot: 372 Section: Plat: 0016-0097		
Plat Reference	16-97		

ASSESSMENT DETAILS

Land Value	\$94,800
Building Value	\$0
Features	\$0
Total Appraised Value	\$94,800
Deferred Value	\$0
Exempt Value	\$0
Total Taxable Value	\$94,800

LAND INFORMATION

ZONING	LAND USE CODE	SIZE	NEIGHBORHOOD	ASSESSED VALUE	FLOODPLAIN
RESIDENTIAL	RES BLDG LOT	0.20 acres	MONH	\$94,800	NO

BUILDING INFORMATION

IS THE BUILDING INFORMATION ON YOUR PROPERTY RECORD CARD CORRECT?

Please confirm that the information below is correct for all buildings, via the ‘**Confirm property record card data is correct**’ button. If any of the information is **incorrect on any building** please report the changes via the ‘**I want to update my property record**’ button for the building that needs to be updated.

Confirm Property Record Card Data is correct.

BUILDING(S)

TRANSFER HISTORY

TRANSFER DATE	TRANSACTION PRICE	VALID SALE	BOOK / PAGE	DEED INSTRUMENT
No items to display				

VALUE CHANGE HISTORY

DATE OF VALUE CHANGE	EFFECTIVE TAX YEAR	REASON FOR CHANGE	LAND VALUE	BUILDING VALUE	FEATURES VALUE	NEW VALUE
2017-01-27	2017	RAPP REAPPRAISAL NOTICE	\$94800	\$0	\$0	\$94,800
2021-02-01	2021	RAPP REAPPRAISAL NOTICE	\$94800	\$0	\$0	\$94,800

RECENT PERMIT ACTIVITY

PERMIT DATE	PERMIT TYPE	PERMIT STATUS
No items to display		

APPEALS

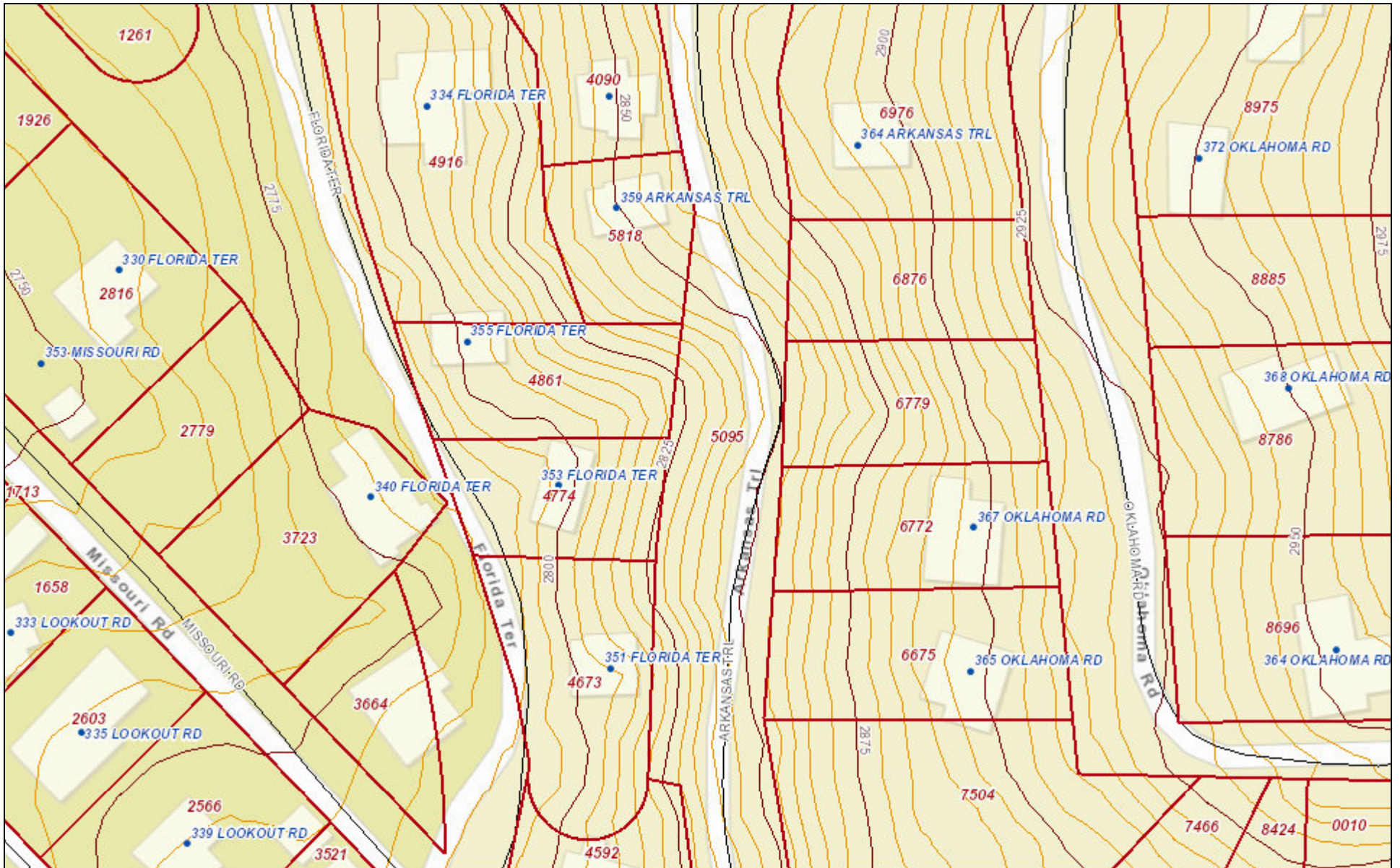
No recent appeal information

Search By Deed or Plat

Sales Report Buffer Export Map Export to Google Map



Buncombe County



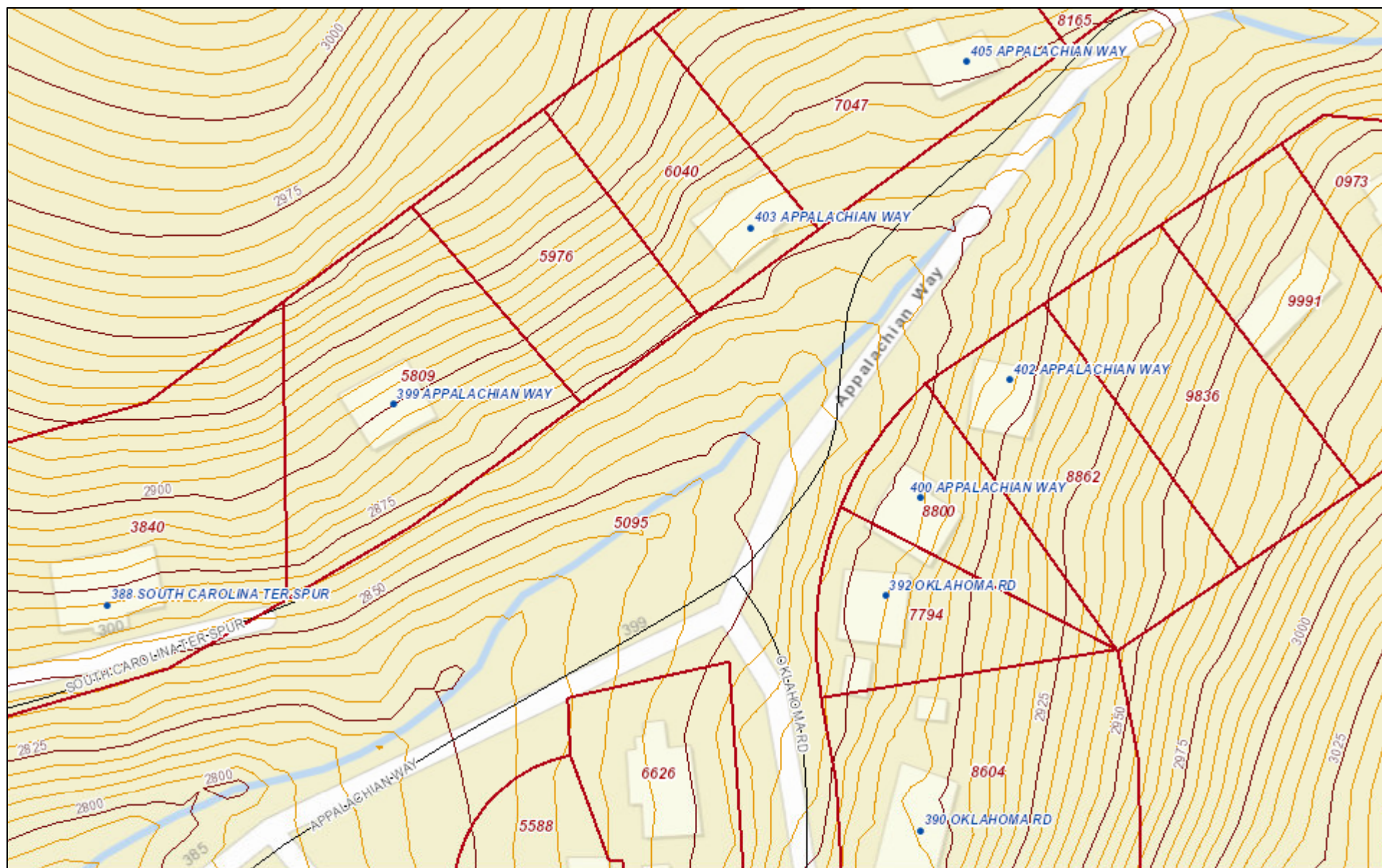
August 24, 2023

1:1,128

0 0.0075 0.015 0.03 mi

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

Buncombe County



August 24, 2023

1:1,128

0 0.0075 0.015 0.03 mi

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



08/15/2023

Re: Build Site
Oklahoma Rd.
Montreat, NC

Dear Todd and Laney,

I hope this message finds you well. I wanted to reach out to discuss the building project on the steep lot in Montreat that you've been considering. After thorough analysis and consultation with our team, it appears that proceeding with this project might not be feasible due to the significant challenges posed by the steep terrain under the current zoning regulations.

While we are enthusiastic about exploring innovative construction methods, the complexity and potential risks associated with building on such a steep lot have led us to reconsider our options. Our primary concern lies with the safety of both our construction crew and future occupants. Additionally, the costs involved in preparing the site, ensuring stability, and meeting regulatory requirements could potentially outweigh the benefits of the project.

Under the current regulations we could not begin construction until the approval of a 10 foot front setback was in place. Without this it would be impractical to connect a driveway to Oklahoma Rd down to the required elevation for home entry. In addition, we would be restricted to a home approximately 40' in width. To have a home of reasonable size to accommodate your needs, you would need to build deep into the lot. This would provide challenges to foundation engineering, stability, and impacts on drainage and current natural characteristics.

The minimally feasible design would require variance in the zoning requirements. Here would be our recommendations:

1. Build a "L" shaped home with a reduced front setback of 10'.
 - a. This would allow for a manageable driveway slope and allow for tiering in home construction. The tiering is key to safety on sloped lots and maintaining natural characteristics.
2. Angle the home on the lot to limit the excavation and foundation challenges due to the slope and side to side topography. Limit the main home depth to 35-40' down slope from the graded front area. This would require a side setback variance of 5-10' each side depending on layout.

After careful examination and consultation with our engineering team, we have identified several factors that significantly impact the foundation costs for a project of this nature:

Site Preparation: The steep slope necessitates extensive site preparation, including grading, excavation, and potentially retaining walls. The complexity of these tasks greatly adds to the overall costs.

Foundation Type: Given the slope's gradient and potential soil instability, specialized foundation methods such as piers, piles, or caissons may be required. These solutions are much more expensive than conventional foundations.

Engineering and Design: Creating a safe and stable foundation on a steep slope demands detailed engineering and design work. This involves additional time and expertise, contributing to the project's expenses.

Materials: Due to the unique requirements of the project, the choice of materials might need to be tailored to ensure structural integrity. This could lead to higher material costs than a standard construction.

Regulatory Compliance: Building on a steep lot often entails compliance with stringent building codes and regulations. This might involve additional surveys, assessments, and permits, all of which will add to the overall costs.

Excavation and construction further down slope will result in an increased cost of \$75-100K depending on engineering required. This is mostly due to increased retaining wall square footage and specialized securement methods due to height and topography. Also, foundation work will need to be expanded to support the crawl space needed to raise and support the primary foundations footprint. Finally, we are concerned that the excess grading would not meet the maximum requirements of the Hillside Development Permit.

We are committed to transparency and ensuring that our clients are well-informed when making decisions. If you would like to discuss this cost analysis further or explore potential strategies to mitigate these expenses, we would be more than happy to arrange a meeting at your convenience.

Thank you for considering us for your project. We value your trust and are dedicated to providing you with the best possible solutions. Please feel free to contact us with any questions or to schedule a discussion.

Best regards,

Larry Wittmer Jr
President

Lakeshore Construction, LLC
2764 Pleasant Rd
Fort Mill, SC. 29708
NC GC Lic #81808
803-288-4060



**FORTE
DESIGN
SOLUTIONS**

FORT DESIGN SOLUTIONS, PLLC

GEOTECHNICAL ENGINEERING REPORT

LOT 372-MONTREAT SUBDIVISION
370 OKLAHOMA ROAD
MONTREAT, NORTH CAROLINA 28757

PROJECT# 23-0076
AUGUST 29, 2023

STRUCTURAL • P.M.E • GEOSTRUCTURAL

7773 Ivey Meadow Lane ~ Stanley, NC 28164 ~ Phone: (704) 860-6825 ~ info@fortedesigneng.com

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1. PROJECT INFORMATION

The project is located at 370 Oklahoma Road between Oklahoma Road and Arkansas Trail in Black Mountain, North Carolina (Figure 1). The Buncombe County tax information shows the property to be approximately 0.2 acres and currently does not contain a structure. It should be noted that a previous deed indicated that a cabin existed on the site. This is further supported by sections/fragments of clay sanitary sewer pipe discovered on the site.

Topographically the subject property slopes from east to west. The property's highest elevation is at approximately 2906 feet at the north east corner near Oklahoma road to approximately 2840 at the southwest corner near Arkansas Trail. The subject property, in general, consists of dense vegetation such as mountain laurel and large hardwoods.

Based on our conversations with the client and the documents we received, the proposed structure will be an ~1700 square foot single family residence. The structure will primarily be constructed of wood framing with concrete basement walls and foundation. The proposed driveway would enter from Oklahoma Road at the southeast corner of the property and connect with the residence near the northeast corner of the property (Figure 2). The topographic changes shown on the site plan would indicate several retaining structures will be required to be implemented to accomplish the proposed plan.

Based on the topographic survey the general slope of the lot is approximately 26.9 degrees or 50.7%. The proposed graded area is approximately 2900 sqft of the overall 9583 sqft. of the property. This would be approximately 30% of the overall area. This complies with Montreat General Ordinance Chapter-K Article IV Section 4 of the approved graded area by slope (Table 1).

2. Subsurface Conditions

2.1. Site Geology

The project site is located in the Piedmont Physiographic Province, an area underlain by ancient igneous and metamorphic rocks. The virgin soils in the area are the residual product or in-place chemical weathering of rock which is similar to the rock presently underlying the site. In areas not altered by erosion or disturbed by grading, the typical residual profile consists of sandy silts and silty sands underlain by partially weather rock.

The boundary between the soil and rock is not well defined. The transitional zone, termed "partially weathered rock," is normally underlain by the parent bedrock. Partially weathered rock is defined, in engineering terms, as residual material with a standard penetration resistance in excess of 100 blows per foot. Weathering is facilitated by fractures, joints and the presence of weaker rock types. The profile of partially weathered rock and non-weathered is irregular and erratic, even or short horizontal profiles. This site exhibits lenses and boulders of hard rock and zones of partially weathered above the general bedrock level.

Given the elevation changes of the site it is not uncommon to encounter slough and slide of soils down the slope due to gravity. Soils deposited in this manner are referred to as colluvial soils. Although not encountered at the time of exploration, accumulated colluvial soils or deposits, may contain perched groundwater and/or planes of weakness on which sliding took place.

2.2. Field Exploration

Due to the difficulties of access, the site was explored by performing five (5) hand auger borings (HA-1 – HA-5) at the approximate locations as indicated on the attached Figure 3. Borings locations were identified in the field by Mr. Charles Murphy, P.E. utilizing the site plan, accessibility and surrounding existing structures. HA-1 through HA-5 were located in a triangle pattern to encompass the potential build site. HA-2 was performed in the center of the proposed build site.

Our work included examination of the in-place soil in the hand auger boring cuttings and performing dynamic cone penetrometer testing at one-foot intervals of the hand auger borings. Dynamic cone penetrometer testing was performed in accordance with ASTM STP #399. The dynamic cone penetrometer test procedure involves first seating the conical point of the penetrometer approximately two inches into the bearing materials to assure that the conical point is completely embedded. The conical point is then driven two additional 1-3/4 inch increments using a 15 pound weight falling 20 inches and the readings are recorded. The penetrometer reading is the number of blows required to drive the conical point 1-3/4 inches. Data is collected over three intervals and the last two intervals are averaged. When properly evaluated, the penetrometer test results can provide an index for estimating soil strength and density.

2.3. Subsurface Conditions

Boring HA-1 encountered consisted of existing fill consisting of Firm Silty SANDs (SM) within the upper one (1) foot. This material was underlain by Firm to Dense Residuum material to a depth of four (4) feet. HA-1 was terminated at four (4) feet due to refusal with encountered partially weathered rock (PWR).

Boring HA-2 encountered consisted of existing fill consisting of Loose Silty SANDs (SM) within the upper three (3) feet. This material was underlain by Firm to Very Firm Residuum material to a depth of five (5) feet. HA-2 was terminated at five (5) feet due to refusal with encountered partially weathered rock (PWR).

Boring HA-3 encountered consisted of existing fill consisting of Loose Silty SANDs (SM) within the upper three (3) feet. This material was underlain by Very Firm to Very Dense Residuum material to a depth of six (6) feet. Hand auger boring reached refusal at three and a half (3.5) feet and was offset two feet. HA-3 was terminated at six (6) feet due to refusal with encountered partially weathered rock (PWR).

Boring HA-4 encountered consisted of existing fill consisting of Very Loose to Loose Silty SANDs (SM) within the upper three (3) feet. This material was underlain by Very Firm to Very Dense Residuum material to a depth of eight (8) feet. Hand auger boring reached refusal at two feet and was offset by 2'.

HA-4 was terminated at eight (8) feet due to refusal with encountered partially weathered rock (PWR). It should be noted the fill soils appear to be colluvial in this area based on the surrounding observations.

Boring HA-5 encountered consisted of existing fill consisting of Loose Silty SANDs (SM) within the upper two (2) feet. This material was underlain by Very Firm to Very Dense Residuum material to a depth of five (5) feet. HA-5 was terminated at five (5) feet due to refusal with encountered partially weathered rock (PWR).

2.4. Groundwater Conditions

No groundwater was encountered at the time of exploration.

3. Site Preparation

3.1. Fill Placement

Fill material should consist of a low plasticity soil (Plastic index less than 30), free of non-soil material and rock fragments larger than three (3) inches in any one dimension. Based on visual classification, the existing colluvial/residual soils, encountered during this exploration generally appear to be suitable for re-use as structural fill. Although not tested, it should be anticipated depending on storage and staging that some moisture conditioning may be required prior to fill placement.

Portions of the site were observed to have some construction debris and residential waste. All debris laden or organic soils shall not be utilized as structural fill. All topsoil/organic material shall be stored in such a manner to re-utilized at the end of construction to promote re-vegetation of said areas.

All materials to be used for backfill or compacted structural fill construction should be evaluated and, if necessary, tested prior to placement to determine if they are suitable for the intended use. Any off-site materials used as fill should be tested and approved prior to acquisition.

Soil Compaction

Structural fill should be placed in thin, horizontal loose lifts (maximum 8-inch) and compacted to at least 95 percent of the standard proctor maximum dry density (ASTM D 698). The upper twelve (12) inches of soil beneath pavements and slab-on-grade should be compacted to at least 98 percent. In confined area, such as utility trenches or behind retaining walls, portable compaction equipment and thinner lifts (4-6 inches) may be necessary. Fill materials used in structural area should have a target maximum dry density of at least 95 pounds per cubic foot (pcf).

Soil moisture content should be maintained within three (3) percent of the optimum moisture content. We recommend planning staging operations with the grading contractor to ensure the minimization of soil moisture conditioning and erosion.

Filling should be observed by a geotechnical firm experienced in soil compaction testing and observations. The firm shall confirm the suitability of the material for fill as well as perform field density testing utilizing the thin-walled tube, nuclear or sand cone testing methods. One test per every

50 cubic yards and every one (1) foot of fill placed is recommended. Fill areas shall be probed throughout to confirm consistency of compaction efforts/testing.

4. Design Recommendations

4.1. Foundations

Provided the recommended site and subgrade preparation and fill placement procedures are followed, we recommend that the proposed structures be supported by conventional shallow footing foundations.

FDS recommends a minimum width of spread and continuous footing of 24 inches and a minimum thickness of 10 inches. It should be expected, based on borings, the proposed foundations of the rear portion of the structure (west end) will be required to be lowered two-three (2 to 3) feet below existing grade in order to bear on bearing soils of 2000 psf or greater. Non-bearing slabs areas of the basement shall, at a minimum, have the top six (6) inches compacted with hand-held compaction tools. Six (6) inches of densely graded aggregate or equivalent shall be placed under slabs below grade (basement slabs).

4.2. Seismic Design Considerations

Seismic Site Classification: The North Carolina building Code (NCBC) requires site classification of seismic design based on the upper 100 feet of a soil profile. Two methods are primarily utilized in classify sites, namely the shear wave velocity (v_s) method and the Standard Penetration Resistance (SPT N-value) method. The SPT N-value method was used in classifying this site.

The seismic site class definition for the weighted average of SPT N-values in the upper 100 feet of the soil profile are shown in the following table:

SEISMIC SITE CLASSIFICATION		
SITE CLASS	SOIL PROFILE NAME	N _{AVG} VALUE (bpf)
A	Hard Rock	N/A
B	Rock	N/A
C	Very dense soil and soft rock	>50
D	Stiff Soil Profile	15 to 50
E	Soft Soil Profile	<15

Based on our interpretation of the subsurface conditions, the appropriate Seismic Site Class is “D” as shown in the preceding table.

4.3. Below Grade Walls (Basement)

We recommend that permanent below grade walls be designed to withstand lateral earth pressures and surcharge loads of soil, adjacent building foundations, or road/driveway areas. These recommendations apply to a “drained” condition which is where there is drainage material behind below grade walls that prevents hydrostatic water pressures on back of the below grade wall. To

accomplish a drained condition, drainage materials such as free draining gravel, geocomposite drainage panels, weep holes and an under slab drainage system should be used. We recommend that walls that are restrained from movement at the top be design for a linearly increasing lateral earth pressure.

Below Grade Wall Backfill: Soils used as backfill within the critical zone behind site retaining walls should have USCS classification of Sandy SILT (ML), Clayey Sand (SC) Silty SAND (SM), or coarser, with a maximum of 65% fines (i.e. percent passing No. 200 sieve) and a minimum angle of internal friction of 28 degrees when compacted to a minimum of 95% of its maximum dry density per ASTM D698. Soils not meeting these criteria should be removed from the critical zone of the walls. The use of relatively light compaction equipment is recommended within 5 feet of the back of the site retaining walls.

NOTE: The lateral earth pressures and design recommendations presented in this section are intended for use with reinforced concrete or reinforced masonry restrained walls. The recommendations are not applicable to temporary shoring systems or Mechanically Stabilized Earth (MSE) Walls.

4.4. Cut and Fill Slopes

Final grading plans nor site features were available at the time of report, however we anticipate the maximum cut and fill depths to potentially be approximately 22 and 3 feet, respectively. Once grading plans are finalized, **FDS** should be provided the opportunity to review the drawings and revise our recommendations, if needed.

We recommend permanent cut slopes with less than 12 feet crest height through undisturbed residual soils be constructed at 2:1 (horizontal:vertical) or flatter. However, a slope of 3:1 or flatter may be desirable to permit establishment of vegetation, safe mowing and maintenance. The surface of cut and fill slopes should be adequately compacted. Permanent or “artificial” slopes shall be reforested, revegetated, or naturescaped immediately to eliminate erosion and maintain a natural appearance. The implementation of erosion control matting during construction activities is also recommended. See Appendix A in the Montreat General Ordinances for guidance of approved vegetation species.

Slope stability analysis should be performed on cut and fill slopes exceeding 12 feet in height to determine a slope inclination resulting in a factor of safety equal to or greater than 1.3. Upon finalization of site civil drawings, **FDS** should be contacted to perform slope stability analysis and determine if further exploration is necessary.

The outside face of building foundation and the edges of pavement surfaces near slopes should be located an appropriate distance for the slope. Buildings or pavements placed at the top of fill slopes should be placed a distance equal to at least $\frac{1}{3}$ of the height of the slope behind the crest of the slope. Buildings or pavement near the bottom of a slope should be located at least $\frac{1}{2}$ of the height of the slope from the toe of the slope. Slopes with structures located closer than these limits or slopes taller than the height limits indicated should be specifically evaluated by FDS and may require approval from the building code official. Note: All excavations should conform to applicable OSHA regulations.

4.5. Retaining Wall

4.5.1. Cast-in-Place

Site Retaining wall are free to deflect at their tops (not restrained). The “Active” (K_a) soil condition should be used along with a triangular distribution of earth pressures. Site retaining walls should be designed to withstand lateral earth pressures exerted by the backfill and any surcharge loads within the “Critical Zone.” The Critical Zone is defined as the area between the back of the retaining wall footing at a 45-degree angle.

The lateral earth pressures developed behind the retaining walls are a function of backfill soil type, backfill slope angle and any surcharge loads. For the design of site retaining walls, we recommend the soil parameters below.

RETAINING WALLS BACKFILL IN CRITICAL ZONE	
Soil Parameter	Estimated Value
Coefficient of Earth Pressure at Rest (K_o)	0.53
Coefficient of Active Earth Pressure (K_a)	0.36
Retained Soil Moisture Unit Weight (γ)	120 pcf
Cohesion (C)	0 psf
Angle of Internal Friction (ϕ)	28°
Friction of Coefficient [Concrete on Soil] (μ)	0.34

FOUNDATON SOILS (NATURAL SUBGRADES)	
Soil Parameter	Estimated Value
Allowable Net Soil Bearing Pressure	2000 psf
Minimum Wall Embedment Below Grade	24 inches
Coefficient of Passive Earth Pressure (K_p)	1.0
Soil Moist Unit Weight (γ)	115 pcf
Cohesion	150 psf

Wall Backfill: Soils used as backfill within the critical zone behind site retaining walls should have USCS classification of Sandy SILT (ML), Clayey Sand (SC) Silty SAND (SM), or coarser, with a maximum of 65% fines (i.e. percent passing No. 200 sieve) and a minimum angle of internal friction of 28 degrees when compacted to a minimum of 95% of its maximum dry density per ASTM D698. Soils not meeting these criteria should be removed from the critical zone of the walls. The use of relatively light compaction equipment is recommended within 5 feet of the back of the site retaining walls.

Foundation Drain: Below grade walls should be provided with a foundation drainage system to relieve hydrostatic pressures which may develop in the wall backfill. This system should consist of weep holes through the wall and/or 4-inch perforated, closed joint drain line located along the backside of the walls above the top of the footing. The drain line should be surrounded by a minimum of 6 inches of AASHTO Size No. 57 Stone wrapped with an approved non-woven filter fabric, such as Mirafi 140-N or equivalent.

Wall Drains: Site Retaining Walls should be drained so that hydrostatic pressures do not build up behind the walls. Wall drains can consist of 12" wide zone of free draining gravel such as AASHTO No. 57 Stone, employed directly behind the wall and separated from the soils beyond with a non-woven filter fabric. For walls in excess of 10 feet in height, thicker wall drains should be considered. Alternatively, the wall drain can consist of a suitable geocomposite drainage board material. The wall drain should be hydraulically connected to the foundation drain.

NOTE: The lateral earth pressures and design recommendations presented in this section are intended for use with reinforced concrete or reinforced masonry retaining walls. The recommendations are not applicable to Mechanically Stabilized Earth (MSE) Walls. MSE walls are not recommended for this site to due space constraints.

5. Slopes

The subject property slopes from east to west along the length of the property. The highest elevation within the boundary of the property is 2906 feet and the lowest elevation of the property is 2840 feet. A preliminary site plan with partial topographic information and property setbacks/boundaries was prepared by FEI Consulting. The site plan was utilized to calculate the existing grade of the lot in accordance with method provided in the Montreat General Ordinances Chapter K Article IV Section 5. The equation utilized is:

$$S = \frac{0.023(I)(L)}{A}$$

I=2'

L=128.67'

A=0.22 ac

S= 26.9

Where S = Existing grade of parcel or fraction thereof, in percent

I = Contour interval of map in feet, with said contour intervals to be five feet or less

L = Total length of the contour lines within the parcel or fraction thereof, in feet

A = Area of the parcel or fraction thereof, in acres

0.023 = Product of two constants, one of which converts feet into acres and one of which converts a decimal fraction into a percentage

The calculated angle of the slope for the overall lot is approximately 26.9° or 50.7%.

Slope stability analysis of the subject property was performed utilizing the limited topographic survey performed by FEI and the interpolated soil properties from the hand auger borings performed for the site. Slope stability analysis was performed with and without the loading of the proposed structure. A minimum safety factor of 1.3 is considered acceptable. Refer to Figure 3-5 for geometry, considerations and results of analysis.

6. Conclusion

Based on our review of overall site and field explorations data, FDS recommends granting a reduction in the front setback to minimize the impact of construction of the proposed residence from the road or within the setback. This will minimize the overall construction impact footprint or Approved Graded Area on the lot thereby reducing the impact on the natural in-place vegetation.

FDS appreciates the opportunity to provide our professional services to you on this project. If you have any questions concerning the information in this report or if we can be of further service, please contact us.

Sincerely,

FDS



August 29, 2023

A29MMXXIII1931R

Charles D. Murphy, PE
Chief Executive Manager

Attachments: Figure 1: Site Location Plan
Figure 2: Field Exploration Plan
Figure 3: Slope Stability Analysis No Structures
Figure 4: Slope Geometry with Structures
Figure 5: Slope Stability Analysis with Structures
Soil Test Boring Logs (HA-1 to HA-5)
Key to Soil Classifications and Consistency Descriptions

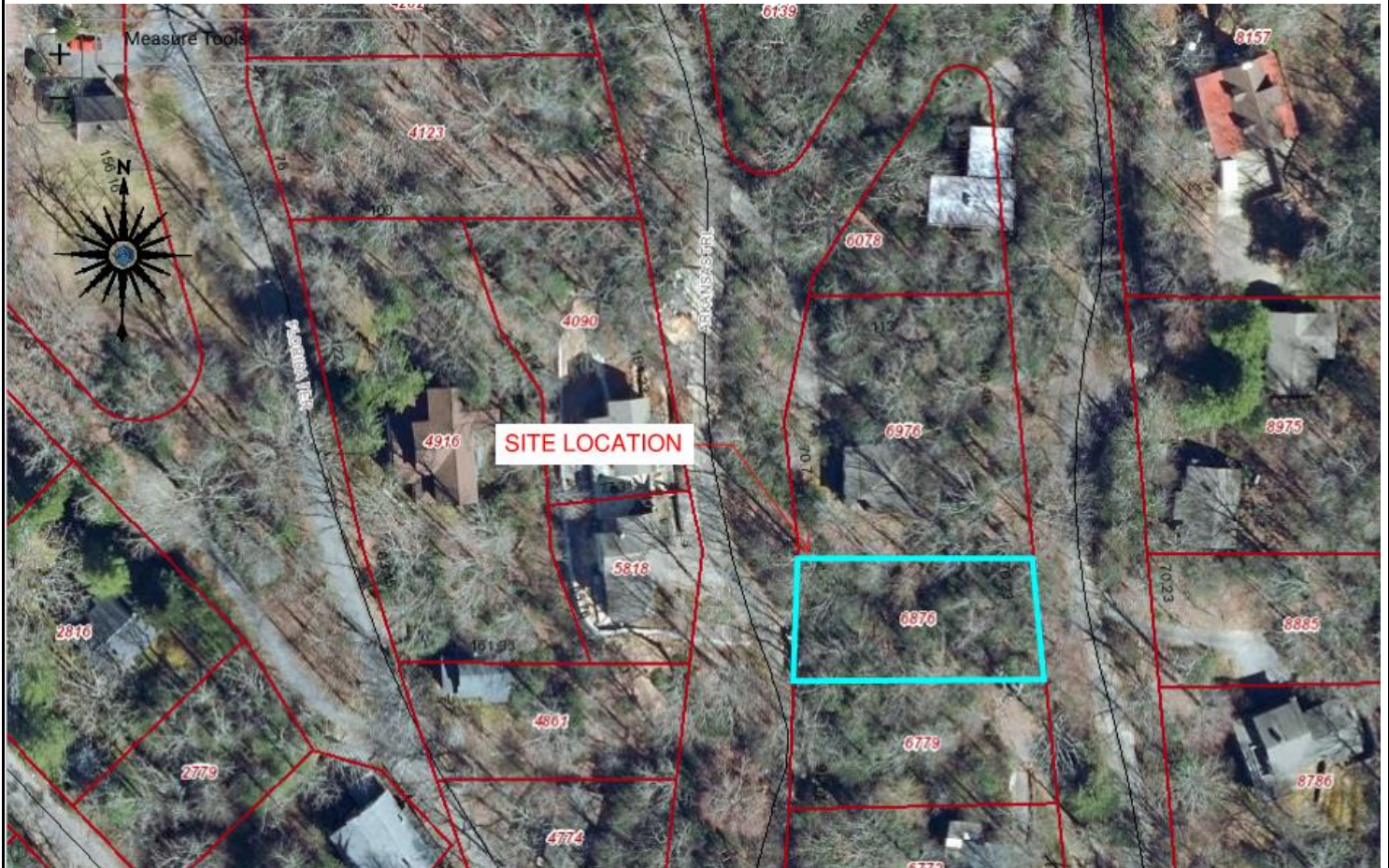


FIGURE 1 SOURCE: [HTTP://GIS.BUNCOMBECOUNTY.ORG](http://GIS.BUNCOMBECOUNTY.ORG)

**SITE
LOCATION
PLAN**



**FORTE
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076

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7773 Ivey Meadow Lane ~ Stanley, NC 28164 ~ Phone: (704) 860-6825 ~ info@fortedesigneng.com

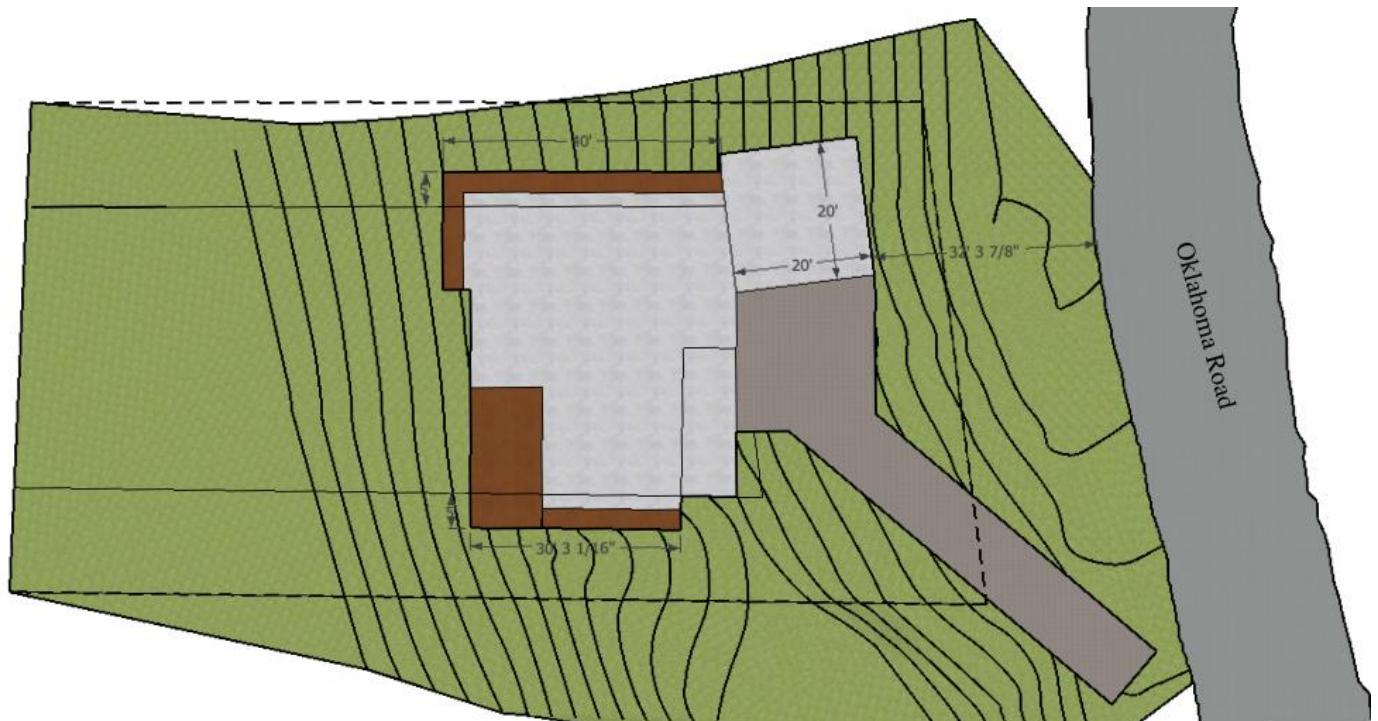


FIGURE 2

**HUTCHINGS
RESIDENCE
SITE PLAN**



**FORTE
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076



**FORTē
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076

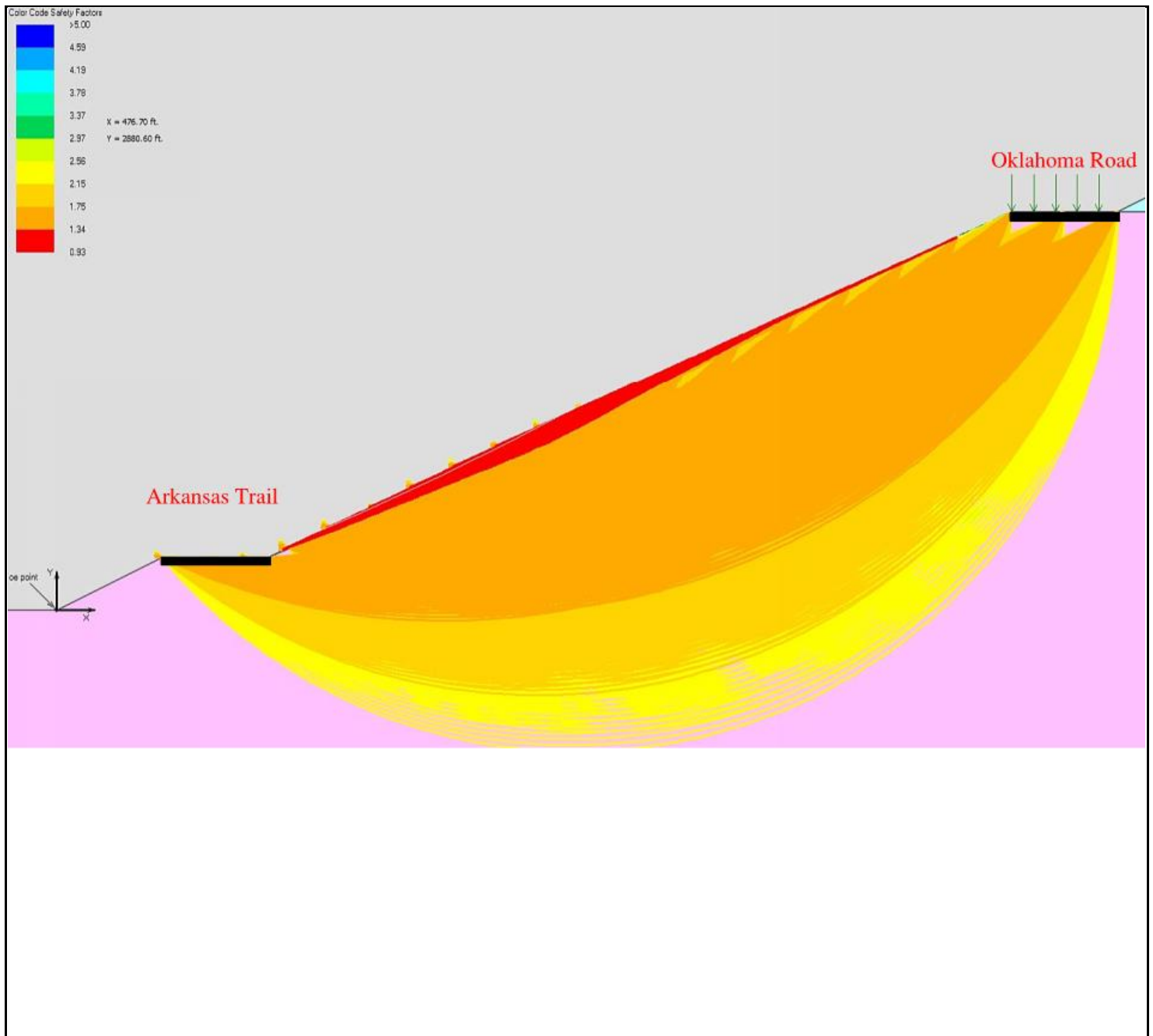


FIGURE 3

**SLOPE
STABILITY
ANALYSIS: NO
STRUCTURES**



**FORTÉ
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076

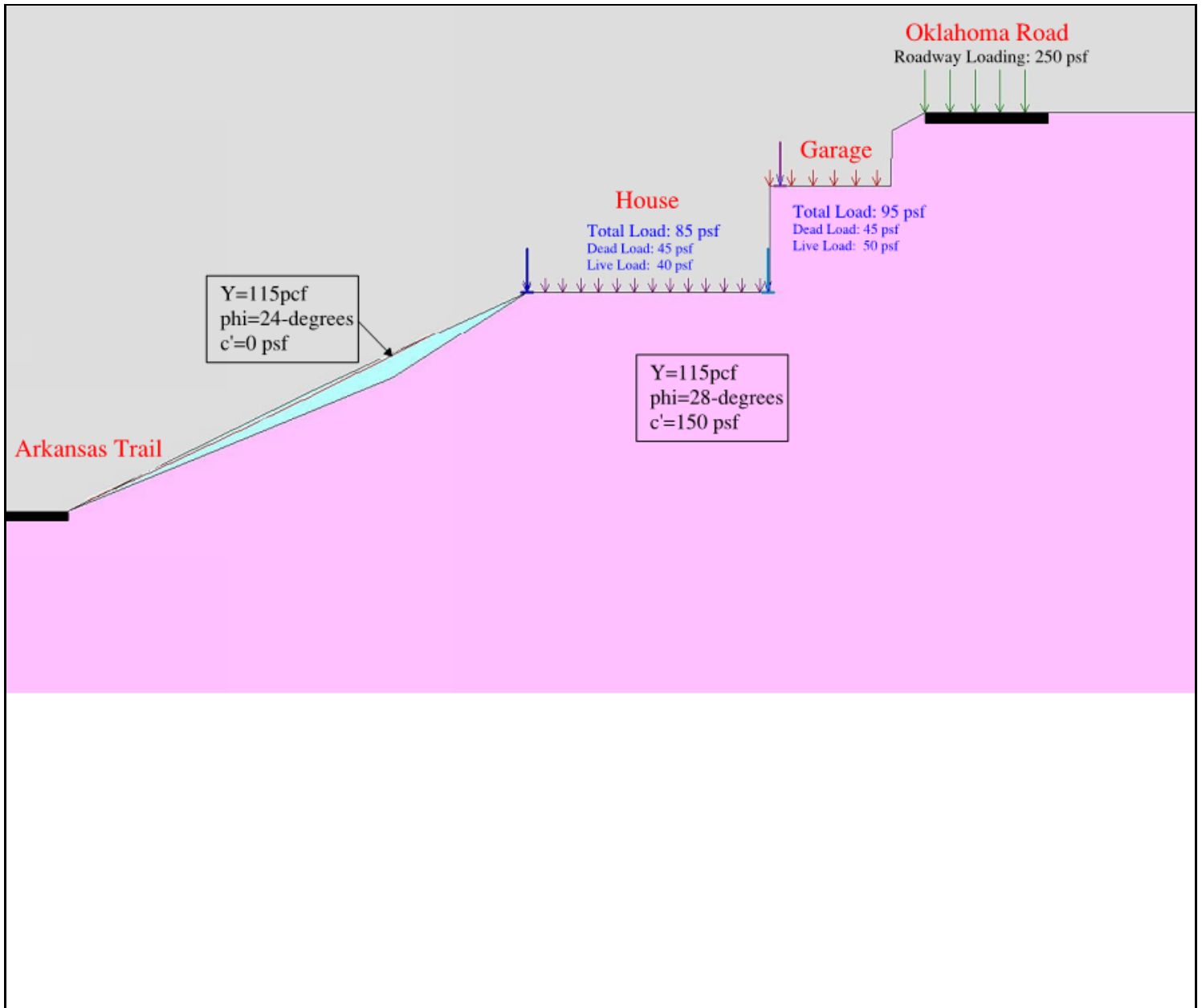


FIGURE 4

**SLOPE
GEOMETRY
WITH
STRUCTURES**



**FORTÉ
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076

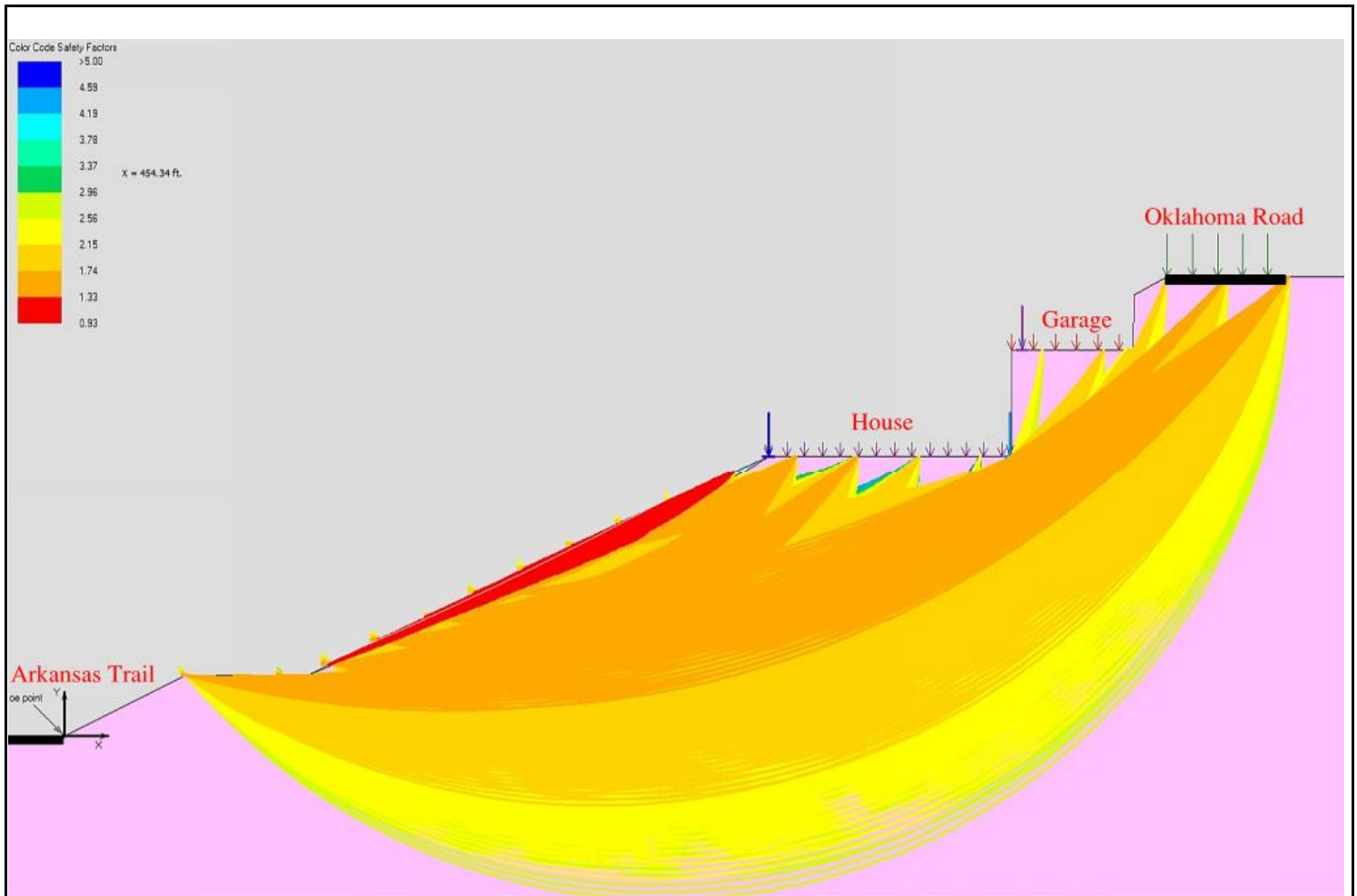


FIGURE 5

**SLOPE
STABILITY
ANALYSIS
WITH
STRUCTURES**



**FORTÉ
DESIGN
SOLUTIONS**

Montreat Subdivision-Lot 372
Montreat, North Carolina
Project No.: 23-0076

HAND AUGER & DCP LOG HA-3

DATE : 6/16/23

SAMPLED BY : CDM



7773 Ivey Meadow Lane
Stanley, North Carolina 28164
704-860-6825
info@fortedesigneng.com
NC Firm# P-2332

DEPTH (feet)	GRAPHIC LOG		DCP DATA				MOISTURE (%)	DRY UNIT WT. (PCF)	LAB TESTS
			1	2	3	AVG			
2		FILL: TOPSOIL	8	8	8	8			
		FILL: Tan Brown Silty SAND W/MICA	10	10	11	10			
			4	6	10	8			
4		RESIDUUM: Red Brown Silty SAND w/ MICA REFUSAL @ 3.5' OFFSET (HA-3a)	15	18	25	21			
			25	26	28	27			
			35			35			
6									
8									
10									
12									
14									

HAND AUGER & DCP LOG HA-4

DATE : 6/16/23

SAMPLED BY : CDM

DEPTH (feet)	GRAPHIC LOG		DCP DATA				MOISTURE (%)	DRY UNIT WT. (PCF)	LAB TESTS
			1	2	3	AVG			
2		FILL: TOPSOIL	WOH	WOH	2	1			
		FILL: Tan Brown Silty SAND W/MI REFUSAL @ 2' OFFSET (HA-4a)	WOH	5	6	10			
			4	6	10	8			
4		RESIDUUM: Red Brown Silty SAND w/ MICA REFUSAL @ 8' (PWR)	15	18	18	21			
			18	23	25	27			
			18	25	25	35			
6			28	35					
			50						
8									
10									
12									
14									

KEY TO SOIL CLASSIFICATIONS AND CONSISTENCY DESCRIPTIONS

Penetration Resistance* Blows per Foot

0 to 4
5 to 10
11 to 20
21 to 30
31 to 50
over 50

SANDS

Relative Density

Very Loose
Loose
Firm
Very Firm
Dense
Very Dense

Particle Size Identification

Boulder: Greater than 300 mm
Cobble: 75 to 300 mm
Gravel:
Coarse - 19 to 75 mm
Fine - 4.75 to 19 mm
Sand:
Coarse - 2 to 75 mm
Medium - 0.425 to 2 mm
Fine - 0.075 to 0.425 mm
Sils & Clay: Less than 0.075 mm

Penetration Resistance* Blows per Foot

0 to 2
3 to 4
5 to 8
9 to 15
16 to 30
31 to 50
over 50

SILTS and CLAYS

Consistency

Very Soft
Soft
Firm
Stiff
Very Stiff
Hard
Very Hard

* ASTM D 1586

KEY TO DRILLING SYMBOLS



Grab Sample



Split Spoon Sample



Undisturbed Sample



Groundwater Table at Time of Drilling

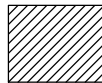


Groundwater Table 24 Hours after Completion of Drilling

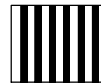
KEY TO SOIL CLASSIFICATIONS



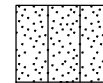
Well-graded Gravel
GW



Low Plasticity Clay
CL



Clayey Silt
MH



Silty Sand
SM



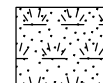
Poorly-graded Gravel
GP



Sandy Clay
CLS



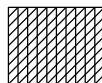
Sandy Silt
MLS



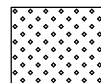
Topsoil
TOPSOIL



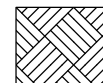
Partially Weathered
Rock
BLDRCBBL



Silty Clay
CL-ML



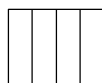
Sand
SW



Bedrock
BEDROCK



High Plasticity Clay
CH



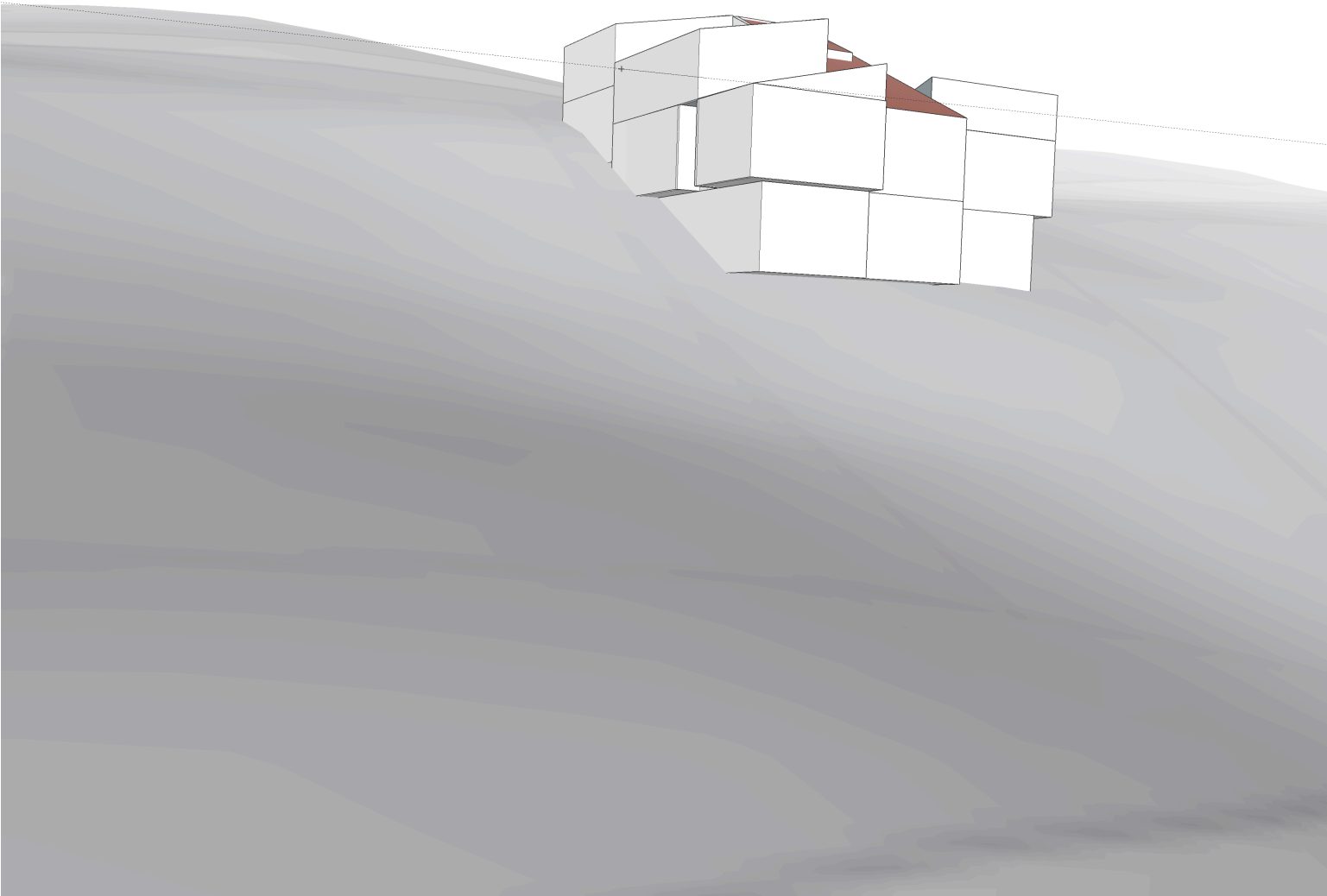
Silt
ML



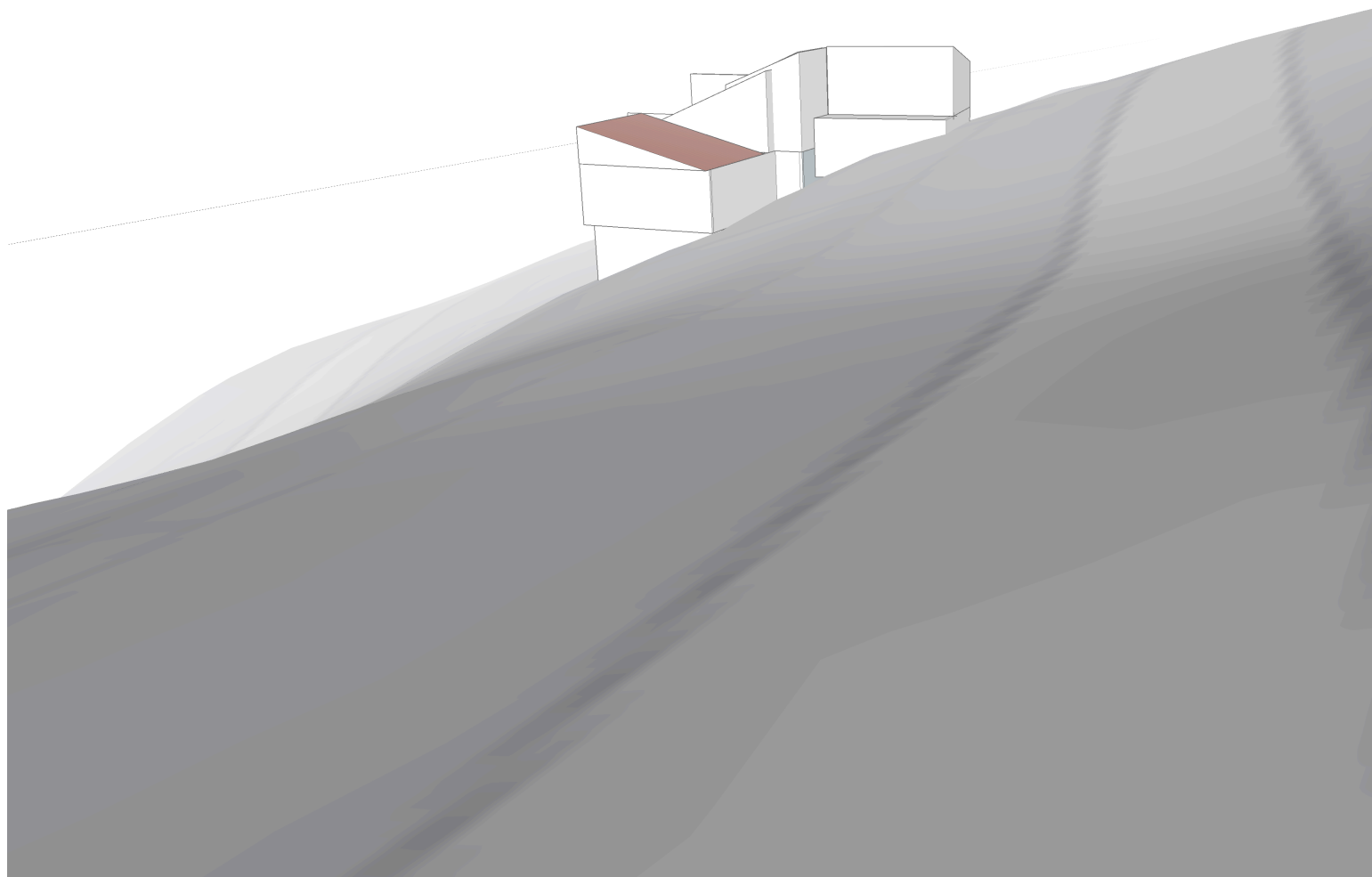
Clayey Sand
SC



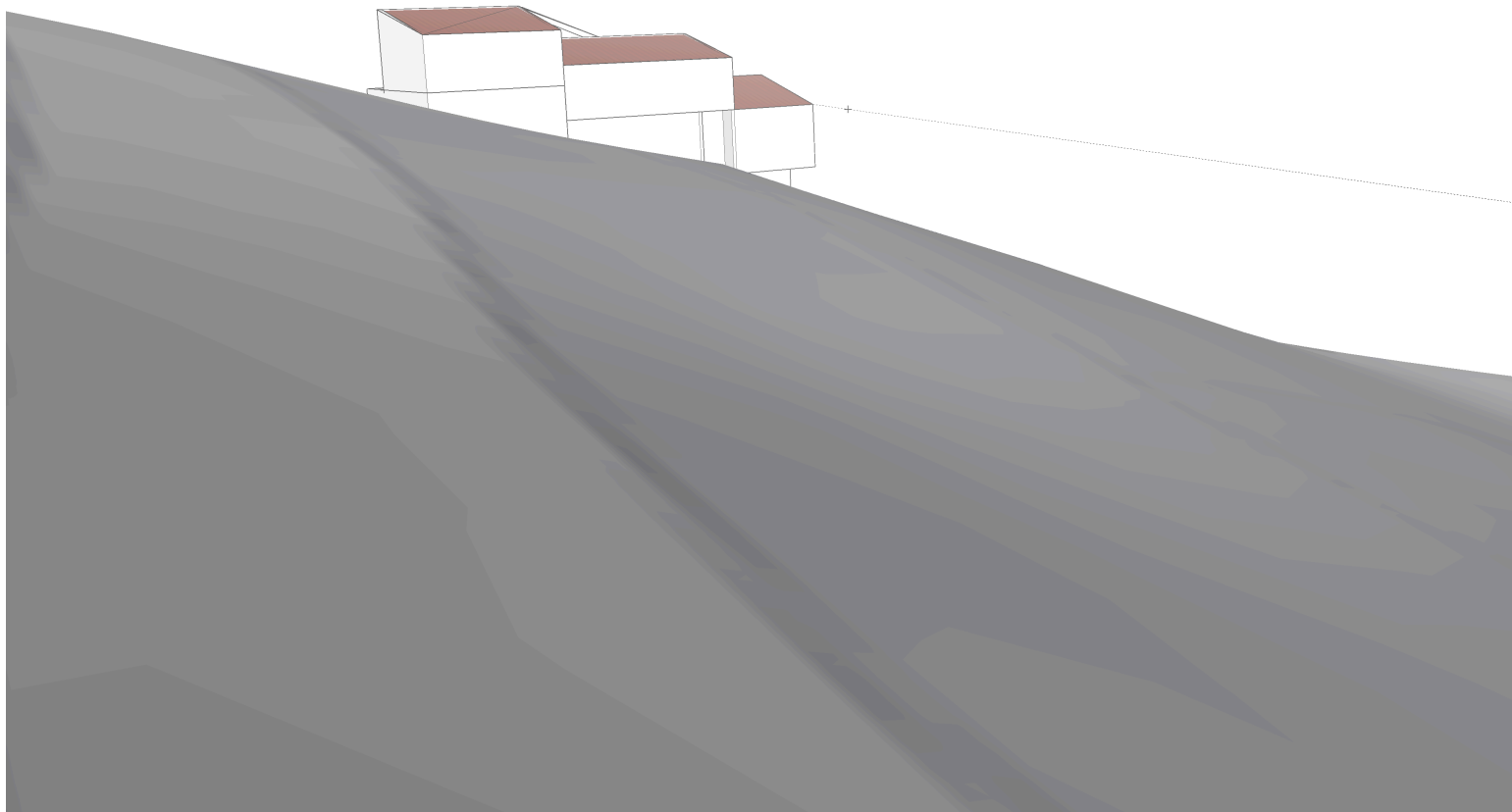
Concrete
AS



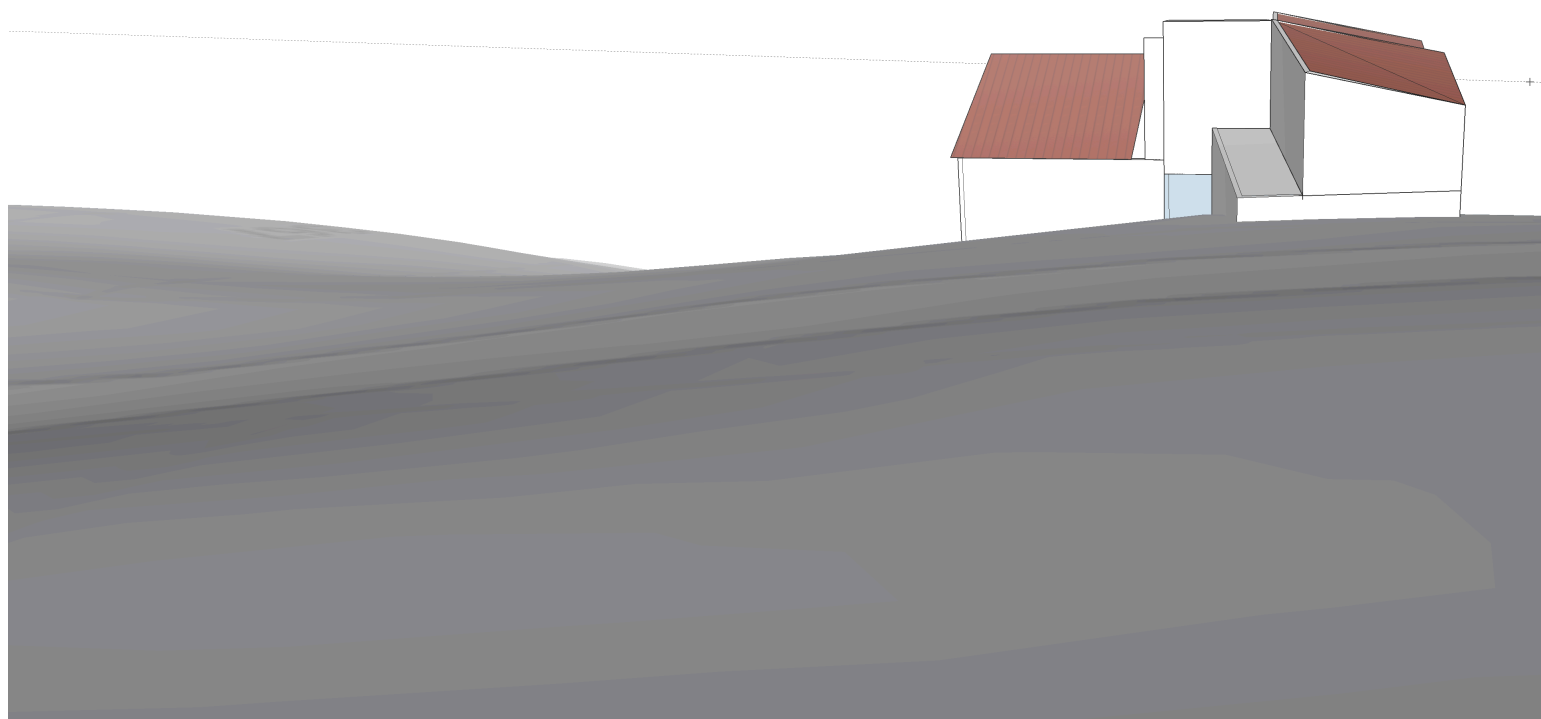












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Todd Hutchings
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toddjay@comcast.net
678-656-8601
08/28/2023

Board of Adjustment Members
P.O. Box 423
Montreat, NC 28757

Subject: Variance request

Dear Board,

I hope this letter finds you in good health. I am writing to formally request variances for the purpose of constructing a single family residence on a steep lot located at PIN 072015687600000 (Lot 372). I am an individual who has recently acquired the property with the intention of building a residence that meets both my family's needs and the aesthetic and structural requirements of the area.

I understand that the local zoning regulations in place require adherence to specific guidelines regarding setbacks including hillside development and construction. However, due to the unique characteristics of the lot in question, I am seeking an exception to the existing regulations in order to build a house that suits the natural topography of the land while ensuring safety and environmental sustainability.

Requested Variances:

- 1. 501.5 Minimum Front Yard: Variance of Twenty Feet (20') to reduce the Thirty Feet (30') front yard setback to Ten Feet (10') as shown on the site plan**
- 2. 501.81 Minimum Side Yard for Single-family: Variance of Ten Feet (10') to reduce the Fifteen Feet (15') to Five feet (5') on the North Side property line as shown on the site plan**
- 3. 501.81 Minimum Side Yard for Single-family: Variance of Five Feet (5') to reduce the Fifteen Feet (15') to Ten feet (10') on the South Side property line as shown on the site plan**
- 4. 617 MZO Driveway and Walkway Connections: Variance from the current provisions "shall be made within the Right-of-Way adjacent to the front of the Lot in the area located between the lines extending perpendicular from the existing roadway to each side Property Line at the corners closest to the Street" allowing the driveway to connect to the street in the right-of-way of Oklahoma Rd in front of the adjacent vacant property to the south. (PIN 072015677900000 owned by Crosse Holdings LLC)**

Lot Characteristics:

The subject property is a small .22 acre non conforming lot zoned R1 with a steep slope, posing significant challenges for development. Based on recommendations from the Geotechnical Engineer, there is a safety concern building deep into the lot. Thus the buildable square footage of the lot is significantly impacted. The front lot line begins approximately 15' from the street at the Southeast corner with approximately a 4' drop in elevation. This corner is the lowest front elevation and would be the only option for driveway entrance. The other corner has a utility pole and fire hydrant thus making access unavailable. The lot not only slopes on average 45% downhill, but also has a north to south slope at times. By building as close to the North/West corner as possible and extending the driveway connection, the elevation would allow for a driveway with less than 15% slope and minimize required grading.

You will also see in the attached diagrams that the slope has plateau characteristics in the terrain. The second drop is around the 35' line. By placing the corner at the north western corner, this would allow a portion of the home to have less required fill and allow for the lowest driveway slope and some usable outdoor space with proper grading.

With the variance approval we will be able to build a home that minimizes the graded area and provides the safest approach to construction and environmental concerns. The variance would allow us to minimize the building height keeping it below the 35' requirement and more importantly allow the homes elevation to blend into the hillside. The requested variance will allow the greatest protrusion of the home to be in conformance with the granted setbacks.

Outlined below is the rationale for the variance requests:

1) Front Yard Setback .

Exception being sought; variance of Twenty Feet (20') to reduce the Thirty Feet (30') front yard setback to Ten Feet (10') as shown on the site plan

House Design:

Due to the steep nature of the topography along this section of street, the prevailing pattern is one of homes closer to the street than the code allowed front yard setback of 30 feet. Please see the chart below with various setbacks from nearby homes with slope conditions. Distances are estimated by utilizing the Buncombe County GIS online mapping and measure tools:

Address	Front Setback	PIN	Percent Slope
363 Arkansas Trl	5	072016409000000	39.11
359 Arkansas Trl	12	072015581800000	39.14
364 Oklahoma Rd	1	072015697600000	35.39
367 Oklahoma Rd	25	072015677200000	40.22

372 Oklahoma Rd	20	072015897500000	27.97
377 Oklahoma Rd	-12	072004509500000	51.15
403 Appalachian Way	10	072017604000000	49.85
405 Appalachian Way	11	072017704700000	43.89
425 Appalachian Way	17	072027335600000	43.62

The proposed home would have a street facing width of 20-25 feet that will be within the variance requested for approximately 400 square feet. The remaining home will be after the 30 foot setback. The distance from the front corner of the residence to Oklahoma Rd would be approx 25-30 feet. This approach limits any impact from the variance request. The proposed design has roof forms which lessens the impact of the roof at the edges of the building. The reduction of the front yard setback results in a design that has the appearance of a smaller home and allows the home to flow down the slope.

Relationship to the Street:

The proposed design, while closer to the street than the code complying option, provides a better presentation. One of the design objectives is to build the home down the slope versus a single large mass. This will lessen the visual impact and allow the home to blend into the slope.. The current setback would have a home 18 feet below street grade and the driveway would have a slope in excess of 30 percent. This makes for an impossible relationship from the street to the home. It would feel as if it is in a "hole" and the visual connection of the front entry to the street is very weak. The driveway slope makes for a potentially dangerous interaction between someone backing out of the driveway and a pedestrian as it would be difficult to see exiting the driveway. The proposed design separates the home into 2 smaller scale elements. The driveway will be at a closer level with the street which will make a safer situation. The use of a mixture of materials will provide a softer visual texture from the street. Also putting the home's upper section on the North West corner will allow the home to blend better. This section of the road sits higher in elevation and the adjoining lots mature trees will minimize the line of sight from the road.

Relationship to the Neighbors:

The proposed design provides a better relationship to the neighbors than the code complying option. While the proposed home is closer to the street, it will have less impact on both the adjacent neighbors as well as neighbors across the street. The tiered approach of the proposed home will lessen the visual mass to the side neighbors compared with a taller home. The code complying design with the second story above the street will have a much bigger feel for both the adjacent neighbors and clearly have more impact to the neighbors located across Oklahoma Rd. In addition the home will sit higher on the slope, thus positioning the home in a way that the Northern adjacent home will not have the home immediately to the side. This side of the home will be low use activity with no view windows looking at adjacent neighbors. This compares to the active living space located at the South side of the home that would remain in the code

complying comparison. Therefore the proposed design with front yard setback reduction will provide better privacy and relationship to the neighbors than the code complying option.

Safety Considerations:

The proposed site plan and variance request is further supported by the findings and recommendations of the Geotechnical Assessment. It was determined the buildable square footage of the lot is further limited due to safety concerns. As you proceed further down slope the slope stability becomes less. This is evident in Figure 3 of the report.

2) Side Yard Setback (North)

Exception being sought: variance of Ten Feet (10') to reduce the Fifteen Feet (15') to Five feet (5') on the North Side property line as shown on the site plan.

House Size:

Due to the steep nature of the topography along this section of street, the prevailing pattern is one of homes closer to the side property line than the code allowed side yard setback of 15 feet. Please see the chart below with various setbacks from nearby homes. Distances are estimated by utilizing the Buncombe County GIS online mapping and measure tools:

Address	Side Setback	PIN	Percent Slope
363 Arkansas Trl	8	072016409000000	39.11
359 Arkansas Trl	10	072015581800000	39.14
367 Oklahoma Rd	1' & 7'	072015677200000	40.22
372 Oklahoma Rd	0	072015897500000	27.97
374 Oklahoma Rd	5	072015897500000	27.97
368 Oklahoma Rd	5	072015878600000	33.92
363 Oklahoma Rd	0	072015750400000	35.97
359 Oklahoma Rd	0	072015746600000	38.72
365 Oklahoma Rd	-8	072015667500000	35.54
403 Appalachian Way	0	072017604000000	49.85
425 Appalachian Way	10	072027335600000	43.62

This proposed design reduces the perceived mass of the home by allowing a home width that will prevent the need to build further down slope. In addition the amount of excavation will be reduced by eliminating the need for a third tier to accommodate a longer depth of home. The proposed design clearly presents less perceived house size to the adjacent north neighbor than the code complying option.

Relationship to the Street

The proposed design presents a better relationship to the street than the code complying option as it is lower in height. So from the street there will appear to be less mass looking up slope from Arkansas Drive. Due to the increased elevation of the street to the property on this corner, the home will “tuck” into the hillside and feel less in mass. This corner is also fully wooded thus approaching from the North on Oklahoma Road, the home will be buffered by the dense vegetation.

Relationship to the Neighbors

The proposed design provides better separation and privacy to the adjacent neighbor to the north. The proposed design steps back the home position to be above the slope of the existing neighbors home at 364 Arkansas Trail. There would be an estimated 33 feet between both homes. Our home would end approximately as the neighbors home begins. This will have the most impact to the adjacent northerly neighbor and clearly the proposed design provides better separation and privacy than the code complying option. We will ensure there are limited outdoor lights, proper screening, finishes that blend into the terrain, and continue to address any concerns that may arise.

We have attempted to contact the owners. Unfortunately our attempts have been unsuccessful as the only contact we have appears to be an attorney as this property is in trust.

3) Side Yard Setback (South)

Exception being sought: variance of Five Feet (5') to reduce the Fifteen Feet (15') to Ten feet (10') on the South Side property line as shown on the site plan

House Size:

Due to the steep nature of the topography along this section of street, the prevailing pattern is one of homes closer to the side property line than the code allowed side yard setback of 15 feet. As an example, the property next to the adjoining vacant lot (367 Oklahoma Road to the south) has a side setback of 1 foot on their southern lot line and 7 feet on their north side.

Please see the chart below with various setbacks from nearby homes. Distances are estimated by utilizing the Buncombe County GIS online mapping and measure tools:

Address	Side Setback	PIN	Percent Slope
363 Arkansas Trl	8	072016409000000	39.11
359 Arkansas Trl	10	072015581800000	39.14
367 Oklahoma Rd	1' & 7'	072015677200000	40.22
372 Oklahoma Rd	0	072015897500000	27.97
374 Oklahoma Rd	5	072015897500000	27.97

368 Oklahoma Rd	5	072015878600000	33.92
363 Oklahoma Rd	0	072015750400000	35.97
359 Oklahoma Rd	0	072015746600000	38.72
365 Oklahoma Rd	-8	072015667500000	35.54
403 Appalachian Way	0	072017604000000	49.85
425 Appalachian Way	10	072027335600000	43.62

The south side of the home would have a cantilevered top section of three feet (3'). This would be within the requested variance. Therefore the ground level of the home would be within the first two feet (2') of the requested variance. This proposed design reduces the perceived mass of the home by allowing a home width that will prevent the need to build further down slope. It will also allow the home to still feel like it is further from the property line than the variance would allow. In addition the amount of excavation will be reduced by eliminating the need for a third tier to accommodate a longer depth of home. The proposed design clearly presents less perceived house size to the adjacent north neighbor than the code complying option.

Relationship to the Street:

The proposed design presents a better relationship to the street than the code complying option as it is lower in height. So from the street there will appear to be less mass looking up slope from Arkansas Drive. Also this side of the home is shorter in depth compared to the north side. So traffic that is coming from Oklahoma Rd towards the home will not be overwhelmed by a three story structure.

Relationship to the Neighbors:

The proposed design provides better separation and privacy to the adjacent neighbor to the south. The proposed design steps back the home position to be above the slope of the existing neighbors home. Currently the lot adjacent to ours is empty and is owned by Crosse Holdings LLC, the property owner of 367 Oklahoma Drive. This will have the most impact on 367 Oklahoma Rd. and clearly the proposed design provides better separation and privacy than the code complying option. The southern neighbor's home at 367 Oklahoma Rd is 75 feet from the south property line. With the variance they would have a total of 85 feet between their home and ours. Their line of sight from the back of their home (mountain/valley facing) will not be interrupted as this will not be in their line of sight. The code complying option would put the home in their line of sight when viewing the mountains.

We have been in contact with the owners, but unfortunately only via email. In our communications, we have provided site plans, pictures, and a copy of our survey. They did express "Very cool house!" and "we may have some concerns with the change in the side setback" but they are holding opinion until they complete their survey. We will continue to communicate openly and will ensure there is limited impact. As mentioned before, this could include reduced outdoor lights, proper screening, finishes that blend into the terrain, and other options.

4) Driveway connection

Exception being sought: Variance from the current provisions “shall be made within the Right-of-Way adjacent to the front of the Lot in the area located between the lines extending perpendicular from the existing roadway to each side Property Line at the corners closest to the Street” allowing the driveway to connect to the street in the right-of-way of Oklahoma Rd in front of the adjacent vacant property to the south. (PIN 072015677900000 owned by Crosse Holdings LLC). The portion of the driveway outside the lines extending perpendicular to our property lines would be Fourteen Feet (14’) in length.

Driveway/Slope

Due to the steep nature of the site, complying with the required driveway connection is unfeasible. The code complying option presents challenges with starting the driveway at a higher elevation thus creating a steeper slope. In addition, the shortened length of the driveway would also compound the slope percentage. Therefore the proposed design is a better response with regards to safety than the code complying comparison.

Due to the steep nature of the topography in Montreat, the prevailing pattern is one of homes with driveways that are in the right-of-way but cross in front of neighbors' lots. As an example the adjacent property to the north (364 Arkansas Trl) has a driveway that uses 71’ of their adjacent neighbors right-of-way. Please see the chart below with various examples from nearby homes:

Address	Driveway
377 Oklahoma Rd	76' outside property line
365 Oklahoma Rd	12' outside property line
364 Arkansas Trl	71' outside property line

Relationship to the Street

Given the extreme topography, this will provide a safer access point for oncoming traffic. By reducing the slope needed for entry to the property, line of sight will be improved and potential accidents will be reduced. Oklahoma Rd is commonly used to access a popular hiking trail. Reducing the slope will allow safe exit by allowing pedestrians to see the oncoming vehicle.

Relationship to the Neighbors

The proposed design utilizes 14’ of the southern neighbors right-of-way. (PIN 072015677900000 owned by Crosse Holdings LLC) This is currently a vacant lot owned by owners of 367 Oklahoma Rd (which adjoins the vacant lot). The space below has been slope cut and is a gravel parking lot. This driveway entrance is considerably up slope and will have little to no visual impact on the property. In addition, there is no usable space that this could interfere with.

Responses to the six finding of fact:

MZO 310.42(A) Unnecessary hardship would result from the strict application of the Ordinance:

The lot's natural characteristics have limited the usability of the lot. Therefore, under existing hillside development, setback restrictions, and driveway connection guidance, it presents unique challenges that make it exceptionally difficult to comply with the existing zoning regulations. The strict compliance is preventing me from making a reasonable and responsible use of my land. Without the variance, a driveway access with a slope less than 25% would not be obtainable, graded area would exceed the allowable amount, building heights would be exceeded, stripping the majority of vegetation would be required, and safety concerns would be heightened.

I would like to outline the specific reasons for my request and demonstrate how strict compliance with the current zoning regulations would result in unnecessary hardship:

Lot Size and Topographical Constraints: The property features a steep slope that makes a substantial portion of the lot unsuitable for traditional construction. This natural feature poses a significant challenge for adhering to the required building setbacks within the usable land area. Due to the significant slope of the property and the results of the Geotechnical slope analysis, adhering to the standard setback requirement would render a substantial portion of the land unusable. The steep terrain poses challenges in terms of foundation stability and construction feasibility. By reducing the front and side setback requirements and expanding the driveway connection, we can position the structure in a way that ensures safety, minimizes soil erosion, and maximizes the usable area of the lot. Strict adherence to setback regulations would result in an undue burden that hinders the reasonable development of the property. Granting a variance in this case would promote both the effective use of the land and the overall safety of the construction.

Neighborhood Context: It is essential to note that the neighboring properties are similarly affected by topographical challenges and lot size limitations. Granting this variance would not negatively impact the character of the neighborhood.

No Reasonable Alternative: I have explored various development options and design modifications that would conform to the zoning regulations, but none provide a practical or economically viable solution that would allow me to utilize the property effectively.

Public Interest Considerations: Granting this variance would not compromise public safety or welfare. In fact, it would facilitate a reasonable and safe use of the property in line with the broader objectives of the zoning code.

MZO 310.42(B) The hardship results from conditions that are peculiar to the property: The lot in question possesses a steep slope, making it challenging to conform to the standard setback requirements mandated by the zoning regulations. The steep terrain of the lot creates limitations for building on the property while maintaining the required setbacks. Adhering to the standard setback distances would lead to increased excavation and grading, exacerbating

erosion concerns and potentially causing adverse effects on stormwater runoff. To minimize environmental impact and maintain the natural integrity of the property, it is necessary to request a setback variance.

MZO 310.42(C) The hardship did not result from actions taken by the applicant or the property owner: The lot is naturally steeped slope and has not been modified. It is a nonconforming R-1 lot that was subdivided prior to the steep slope or zoning ordinance being put in effect and thus is not a result of my actions.

MZO 310.42(D) The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved: I understand the importance of safety and environmental preservation, particularly in hillside development. The proposed setback variance has been carefully planned to avoid compromising the stability of the hillside and to implement appropriate erosion control measures. The development plan adheres to all safety standards and seeks to minimize any potential risks. By working closely with experienced architects and engineers, I will implement suitable engineering solutions to guarantee stability, structural integrity, and compliance with all relevant building codes and safety standards. Approval of the variance will allow an unbuildable lot under the existing requirements to become usable

MZO 310.42(E) The Variance requested is the minimum Variance that will make possible the requested Use of the land, Building or Structure: I am seeking the minimum setback variance necessary to accommodate the proposed construction while adhering to the principles of responsible land use and preserving the environment. The Variance of Twenty Feet (20') to reduce the Thirty Feet (30') front yard setback to Ten Feet (10') as shown on the site plan, The Variance of Ten Feet (10') to reduce the Fifteen Feet (15') to Five feet (5') on the North Side property line as shown on the site plan, The Variance of Five Feet (5') to reduce the Fifteen Feet (15') to Ten feet (10') on the South Side property line as shown on the site plan, and the variance from the current driveway connection provisions are the minimum required to achieve a viable building footprint that meets all other zoning regulations. Deviation from this could exceed the hillside approved graded area requirements, the 35' height restriction, and limit the buildable area due to slope safety concerns building further down the slope of the lot.

MZO 310.42(F) The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District: We are not requesting use change instead we are requesting variances on setbacks and driveway connections.

Environmental Considerations: Building a house on a steep lot requires careful planning to minimize environmental impact. By requesting a variance, I can employ specific design techniques such as retaining walls, terracing, and appropriate drainage systems to address erosion control and stormwater management effectively. Compliance with standard setback regulations would limit the space available for sustainable stormwater runoff management practices, potentially leading to increased water runoff onto neighboring properties.

Preservation of Natural Beauty: The proposed design aims to preserve the natural beauty of the surrounding landscape. The requested variance would allow for minimal grading and tree removal, thereby maintaining the existing vegetation and ensuring the property blends seamlessly with the surrounding environment.

In conclusion, I sincerely request your consideration and approval of the setback variance for my property. The proposed development accounts for the unique topography, watershed, and grading concerns, and ensures responsible land use practices. Granting the variance will enable me to proceed with a development plan that balances my property rights with the preservation of the environment and the safety of the community.

I assure you that my intentions are in line with the best interests of the community and the preservation of the local environment. I am committed to constructing a house that not only meets the needs of my family but also contributes positively to the architectural character and overall appeal of the area.

Thank you for your time and attention to this matter. I am eagerly awaiting your favorable response to my request. Please feel free to contact me at 678-656-8601 or toddjay@comcast.net if you require any further information or have any questions regarding my application.

Yours sincerely,

Todd & Laney Hutchings

Attachments:

1. Application
2. Deed
3. Original Plat
4. Recent Plat
5. Sales Contract
6. Site Plan
7. Tax Card
8. GIS Aerial Photo
9. Map #1 of setback examples
10. Map #2 of setback example
11. Contractor letter
12. Geotechnical Assessment
13. Elevation examples

Todd Hutchings
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678-656-8601
07/10/2023

Kayla DiCristina, AICP
Regional Planner
Land of Sky Regional Council/Montreat
339 New Leicester Hwy., Suite 140
Asheville, NC 28806

Subject: Front Yard Setback Reduction

Dear Ms. DiCristina,

I hope this letter finds you in good health. I am writing to formally request a 50% front yard setback reduction for the purpose of constructing a single family residence on a steep lot located at PIN 072015687600000 Lot 372. I am an individual who has recently acquired the property with the intention of building a residence that meets both my family's needs and the aesthetic and structural requirements of the area.

I understand that the local zoning regulations in place require adherence to specific guidelines regarding hillside development and construction. However, due to the unique characteristics of the lot in question, I am seeking an exception to the existing regulations in order to build a house that suits the natural topography of the land while ensuring safety and environmental sustainability.

Lot Characteristics:

The lot begins after a 15' from the street at the Southeast corner with approximately a 3.5' drop in elevation. This corner is the lowest front elevation and would be the only option for lot driveway entrance. This driveway positioning would also have aprox 2.5' over the next 15' feet. Thus requiring an angled driveway length of aprox 40' and total drop of 6' or 15%. The lot not only slopes aprox 45% downhill, but also has as north to south slope. By building as close to the top and North/West as possible, there is more consistent grade for accessing the home and requiring less grading..

You will also see in the attached diagrams that the slope has plateau characteristics in the terrain. The second drop is around the 35' line. By placing the corner at the north western corner of 15' setback, this would allow a portion to have less required fill and allow for the lowest driveway slope and some usable outdoor space..

Outlined below are the reasons for my request:

Topographical Constraints: The lot in question possesses a steep slope, making it challenging to conform to the standard setback requirements mandated by the zoning regulations. A variance would enable me to optimize the land's potential and construct a residence that harmoniously integrates with the natural contours of the area. We would use the front setback reduction for approx 20'x20' portion of the house and front entrance/driveway area. The remaining portion of the home would begin after the 30' setback.

Environmental Considerations: Building a house on a steep lot requires careful planning to minimize environmental impact. By requesting a variance, I can employ specific design techniques such as retaining walls, terracing, and appropriate drainage systems to address erosion control and stormwater management effectively.

Preservation of Natural Beauty: The proposed design aims to preserve the natural beauty of the surrounding landscape. The requested variance would allow for minimal grading and tree removal, thereby maintaining the existing vegetation and ensuring the property blends seamlessly with the surrounding environment.

Safety Measures: I understand the importance of ensuring the safety of the proposed structure and its occupants. By working closely with experienced architects and engineers, I will implement suitable engineering solutions to guarantee stability, structural integrity, and compliance with all relevant building codes and safety standards.

As communicated previously, the topo survey is completed and we are waiting for the digital version to be shared with my geotechnical engineer so he can do the final assessment. As soon as that is available, I will immediately forward to your attention.

I kindly request that you consider granting the requested reduction to accommodate the construction on the steep lot. I am more than willing to engage in a dialogue, provide additional documentation or studies, or attend any hearings or meetings required to address any concerns or queries from the relevant department or agency.

I assure you that my intentions are in line with the best interests of the community and the preservation of the local environment. I am committed to constructing a house that not only meets the needs of my family but also contributes positively to the architectural character and overall appeal of the area.

Thank you for your time and attention to this matter. I am eagerly awaiting your favorable response to my front yard setback reduction request. Please feel free to contact me at 678-656-8601 or toddjay@comcast.net if you require any further information or have any questions regarding my application.

Yours sincerely,

Todd and Laney Hutchings

Kayla DiCristina

From: Charles Murphy <cmurphy@fortedesigneng.com>
Sent: Thursday, July 13, 2023 11:41 PM
To: TODD HUTCHINGS; Kayla DiCristina
Subject: Preliminary Front Yard Setback Reduction Request

You don't often get email from cmurphy@fortedesigneng.com. [Learn why this is important](#)

Be Advised: This email originated from outside Land of Sky

Mr. Hutchings/Ms. DiCristina,

I hope this email finds both of you well. I am writing you regarding the request for the request of reduction of the front yard set back for Lot 372 in the Montreat subdivision. This request is based on our review of the Motreat General Ordinances, Chapter K Environment Article IV Hillside Development, our onsite visual observations and testing and the document provided by Mr. Hutchings. As stated by Mr. Hutchings, the lot has an approximate slope of 45% near the front of the lot, based on our initial Geotechnical assessment appears to indicate the soils are relatively stable with sufficient environmental and construction procedure implementation. The soils at the rear end of the lot appear to have several colluvial deposits, however, are currently stable with the in-place vegetation.

The impact of the steep grades and in-place vegetation will make grading/construction sequencing and implementation imperative and rather difficult if not impractical. I believe this will be further reinforced or solidified once the topographic information is provided by the surveyor. The reduction of the front set back would allow for Mr. Hutchings to minimize the impact of construction of the proposed residence from the road or within the setback. This will minimize the overall construction impact footprint or Approved Graded Area on the lot will reduce the impact on the trees and natural in-place vegetation. It is my understanding that along with my formal assessment a site landscape plan with approved vegetation under Appendix A of the Town of Montreat Zoning Ordinance may be required.

Please let me know if you have any further questions regarding the request. I will prepare by formal Geotechnical assessment once I have received all the information required.

Best Regards,
Charles

Charles D. Murphy, PE, CWI
Chief Executive Manager



FORTE DESIGN
SOLUTIONS

Structural, PME & Geo-Structural
7773 Ivey Meadow Lane
Stanley, NC 28164
[\(704\) 860-6825](tel:(704)860-6825) cell/work
[1-\(704\) 731-0833](tel:1-(704)731-0833) fax

Please note work not associated with a current established client will not be accepted, until further notice. For established clients, please note that turn around times may be extended due to current work loads. No work shall start or due date established without written authorization and all requested information to start the project (CAD Dwgs, layouts, etc..) has been received.

If you need assistance please call me at (704) 860-6825 and someone will communicate with you via telephone or email within 2 business days. Thank you and we appreciate your business.

From: TODD HUTCHINGS

Sent: Wednesday, July 12, 2023 3:31 PM

To: Kayla DiCristina <kayla@landofsky.org>

Subject: Front setback

Kayla,

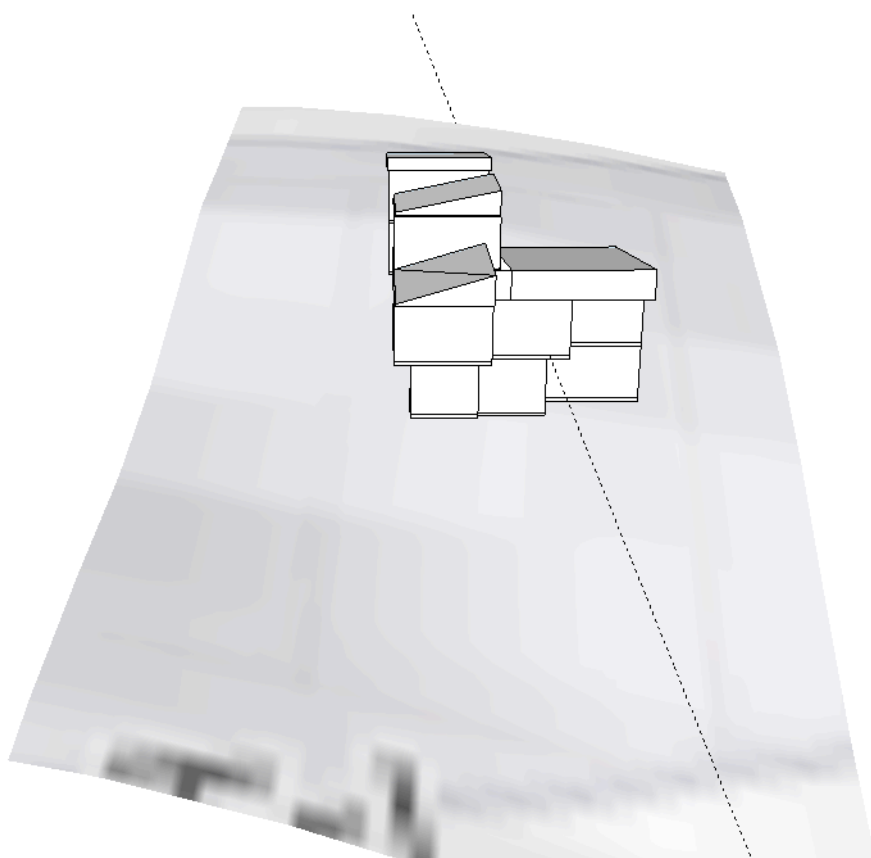
Attached is my request for the front setback.

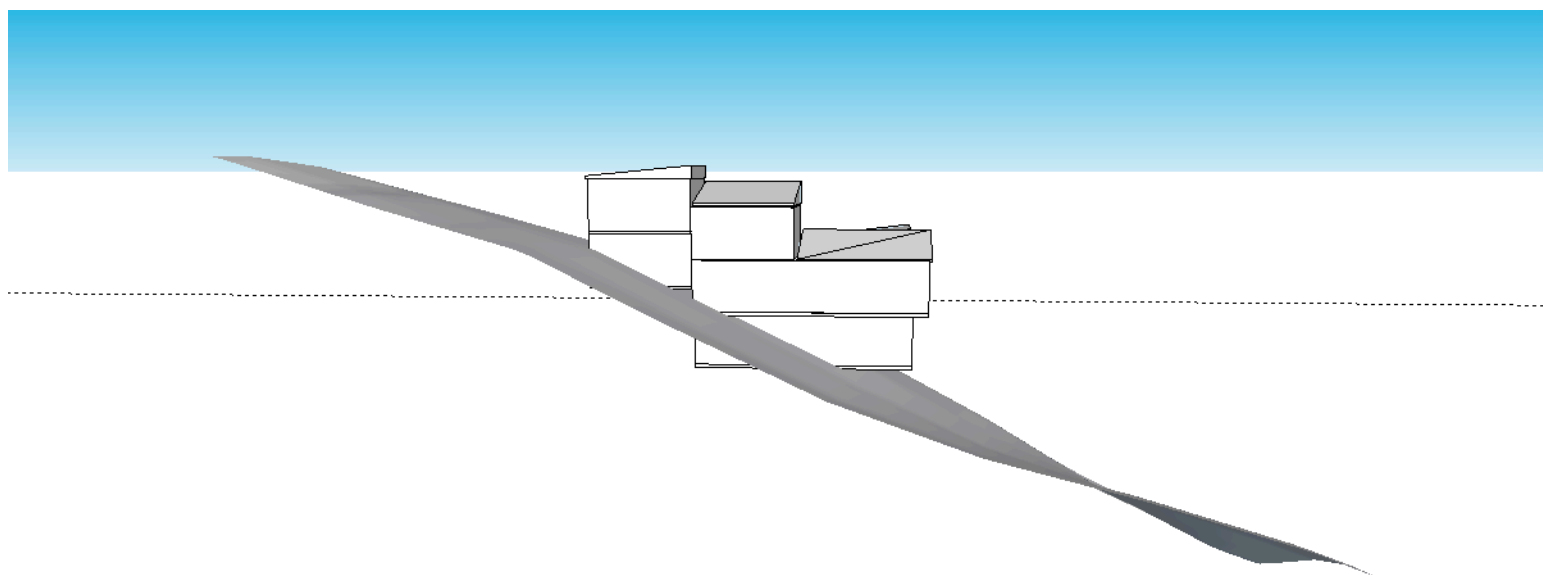
Enclosed is my request letter, five elevations with a prospective single-family home, and one photo showing the placement on the current GIS topo map with 5 feet increments.

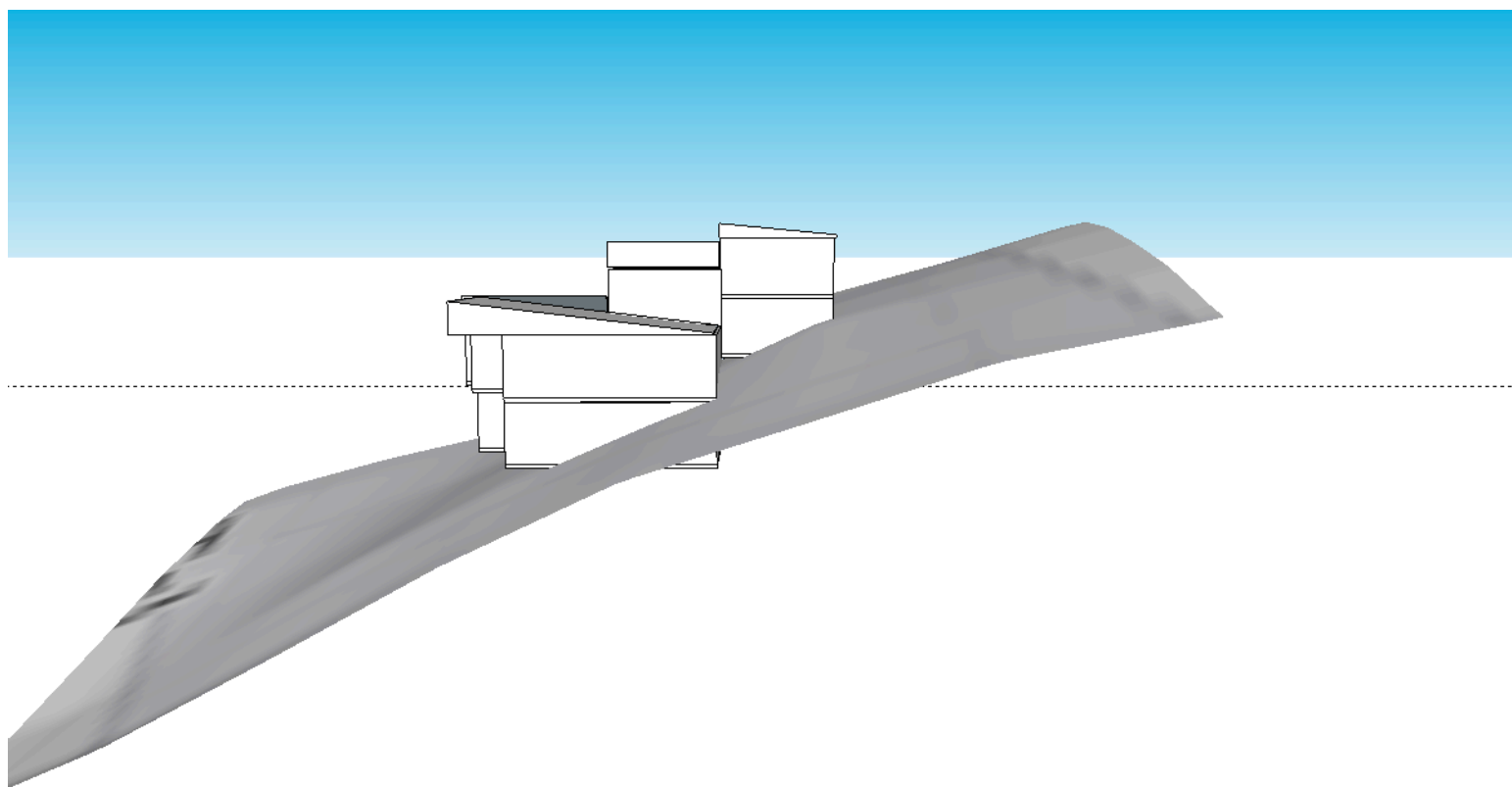
I spoke to the engineer and he will be forwarded me an email with his initial recommendation. Of course, we will follow that up with the formal assessment once its completed.

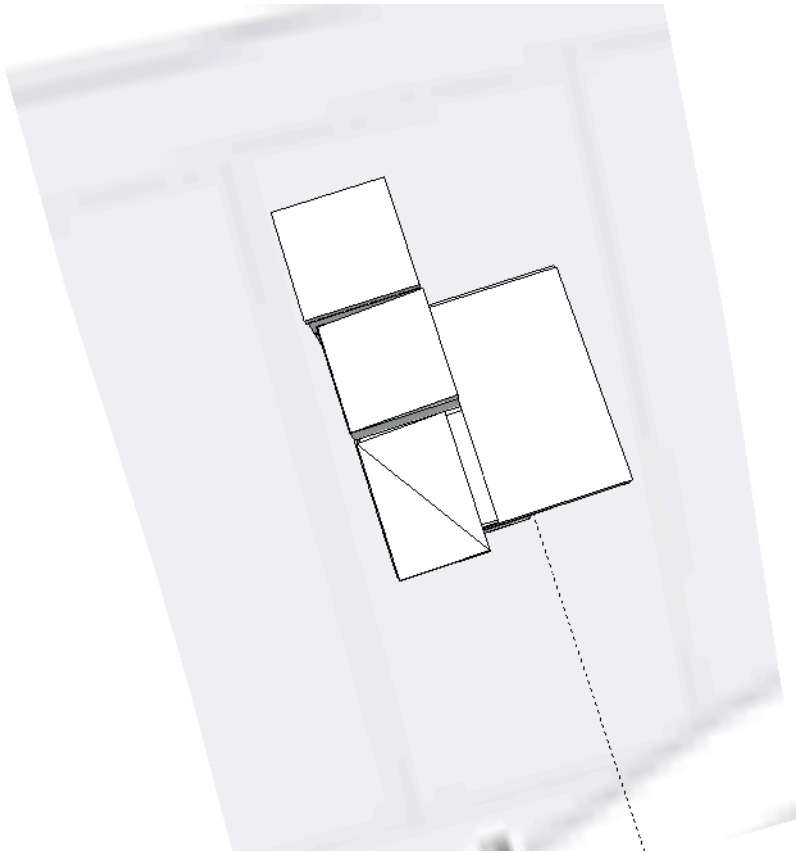
Thanks

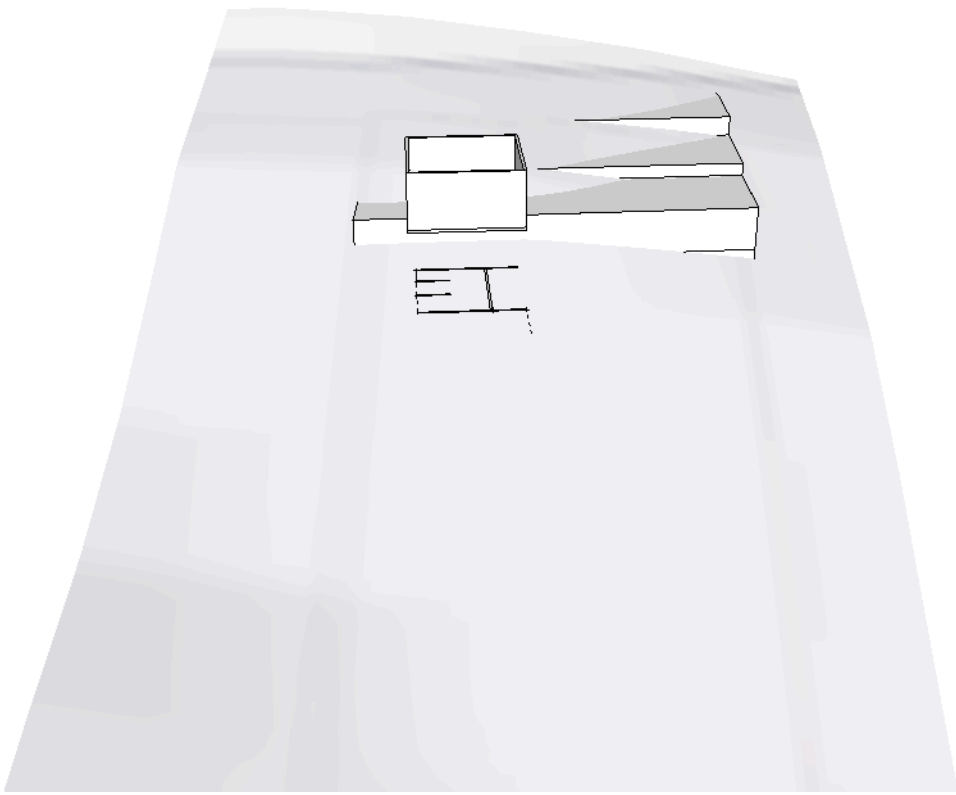
Todd Hutchings
678-656-8601











Staff Report

VA-2023-01

Variance Request (VA-2023-01) – A Variance request (VA-2023-01) to consider a Variance request submitted by Todd Hutchings*, who is under contract to purchase the Subject Property, for the lot described as PIN#072015687600000 located about 800 feet south of the intersection of Appalachian Way and Oklahoma Road to the following Montreat Zoning Ordinance (MZO) sections for a proposed single-family dwelling: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

Created by:

Kayla DiCristina, AICP
Zoning Administrator
Town of Montreat

Created for:

Montreat Board of Adjustment
September 28th, 2023

* The applicants last name was spelled as “Hutchingson” on previous documents.

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STAFF REPORT

See **STAFF FINDINGS** (i.e. Kayla DiCristina, AICP, Montreat Zoning Administrator) in addition to applicant-provided materials. **STAFF FINDINGS** contain references to the Montreat Zoning Ordinance (MZO) where noted. Only those findings relevant to the variance requested are included in this staff report.

Application Summary

The following report summarizes the Zoning Administrator's review of an application for a variance submitted by Todd Hutchings, who is under contract to purchase the Subject Property, for the lot described as PIN#072015687600000 located about 800 feet south of the intersection of Appalachian Way and Oklahoma Road to the following Montreat Zoning Ordinance (MZO) sections for a proposed single-family dwelling: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

Property Summary

Parcel Identifier Number (PIN#): 072015687600000

Address: No E-911 address assigned. The Subject Property is approximately 800 feet south of the intersection of Appalachian Way and Oklahoma Road.

Owner: Trustees of Providence Pres. Church
10140 Providence Church Ln
Charlotte, NC, 28277

Applicant: Todd Hutchings (who is under contract to purchase the Subject Property)

Zoning: R-1 Residential Zoning District.

Current Land Use: The Subject Property is vacant and wooded.

Acres: 0.20 acres.

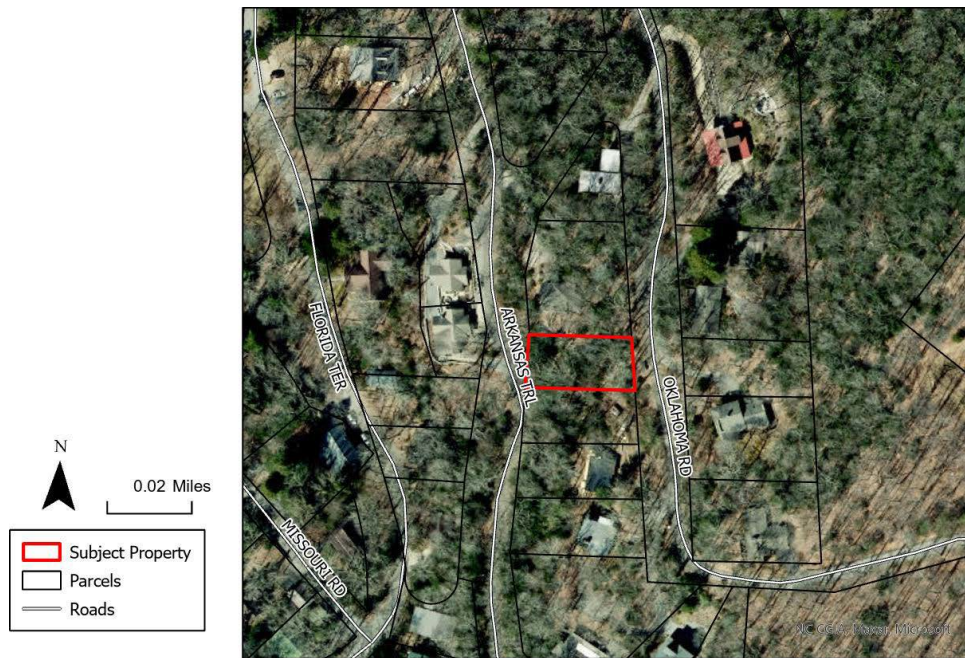


Figure 1: Subject Property Aerial

Public Notice

Staff mailed notice to properties within 250 feet of the Subject Property on **September 14th, 2023** (see

Figure 2: 250 feet Public Notice for Variance Request). Staff posted the Subject Property on **September 14th, 2023**. BOA Hearing: **September 28th, 2023**

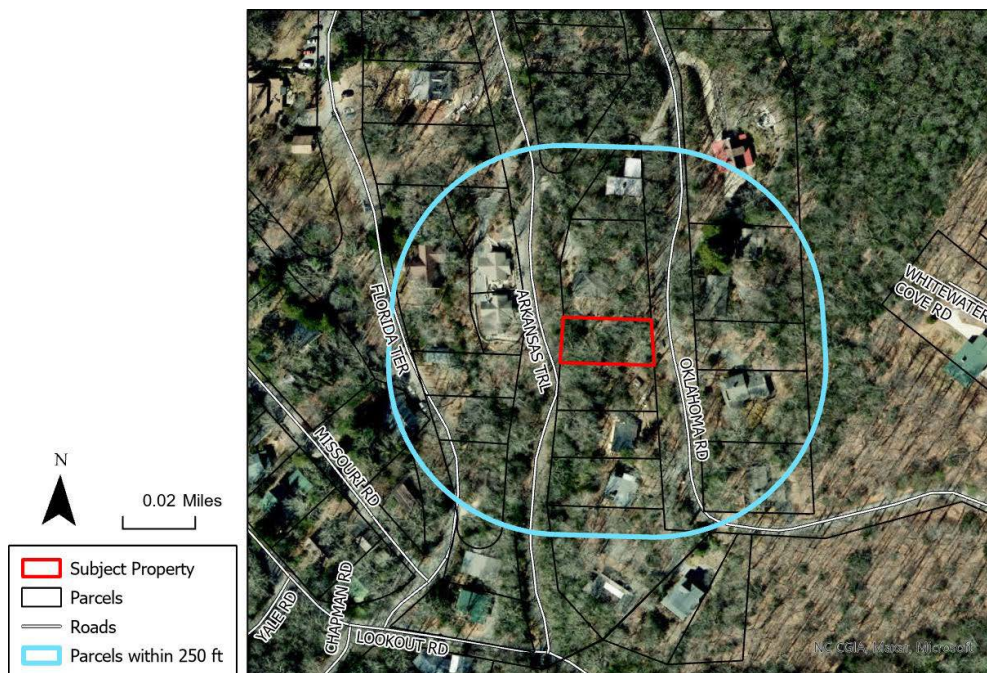


Figure 2: 250 feet Public Notice for Variance Request

Variance Request

The Applicant (Todd Hutchings, who is under contract to purchase the Subject Property) requests that the Board of Adjustment grant the following variances to the MZO for the proposed single-family dwelling on the Subject Property: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

Staff Findings

Subject Property Summary

- ❖ The Subject Property is 0.20 acres and is currently vacant and wooded. The Applicant intends to purchase the Subject Property and construct a single-family dwelling.
- ❖ The Subject Property has a slope of 50.7% per the Applicant's geotechnical report.
- ❖ The Subject Property abuts Oklahoma Road to the east and Arkansas Trail to the west. Both are public roads maintained by the Town of Montreat.
- ❖ There are no streams or floodplain areas on the Subject Property.

Use & Zoning

The Subject Property of the Variance Request is in the R-1 Residential Zoning District (R-1). Single-family dwellings are allowed by-right in this Zoning District. The surrounding properties are zoned R-1 and Institutional Residential (IR). To the north is an existing single-family dwelling on property zoned R-1, to the east is Oklahoma Road and a single-family dwelling beyond on property zoned R-1, to the west is Arkansas Trail with single-family dwellings beyond on property zoned IR, and to the south is a vacant property zoned R-1.



Figure 3: Subject Property and Surrounding Zoning

Setbacks and Lot Size

The Subject Property is an existing lot, and no subdivision activities are proposed with this application. Therefore, lot size requirements do not apply.

The Subject Property is in R-1 and is considered a double frontage lot. Double frontage lots are defined in the MZO as lots which have lot frontage on two separate streets. The Applicant's proposed single-family dwelling is subject to the setback requirements of a double frontage lot in R-1. Part of the Applicant's Variance Request is to the front setback requirement per Section 501.5 of the MZO from Oklahoma Road and the side setback requirement per Section 501.81 of the MZO from the north and south property lines. The Applicant's proposed single-family dwelling intends to meet the required 30-foot setback per Section 501.5 of the MZO from Arkansas Trail.

	Required R-1 Zoning District Setback	Requested Variances
Front	30 feet	10 feet
Side (L/R)	15 feet/15 feet	10 feet / 5 feet

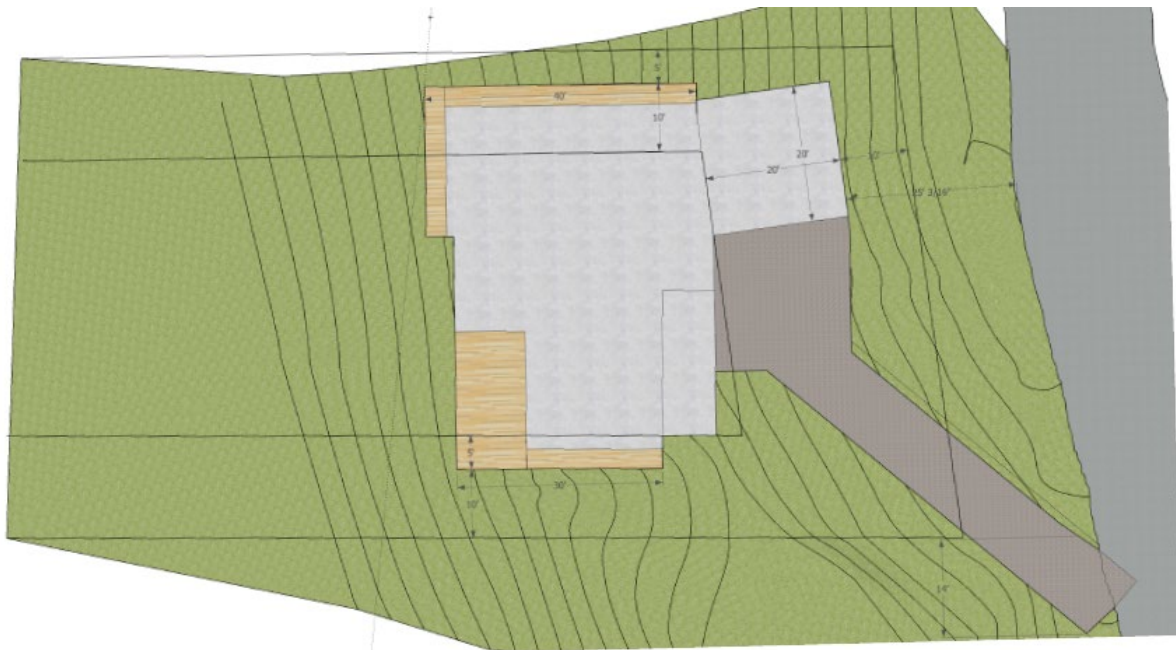


Figure 4: Site Plan

Driveway Connection

The Subject Property possesses frontage on the public rights-of-way of Oklahoma Road and Arkansas Trail. The Applicant intends to construct the driveway from Oklahoma Road. Section 617 of the MZO requires that driveway connections to public streets be made within the right-of-way adjacent to the front of the Subject Property in the area located between the lines extending perpendicular from the existing roadway to each side property line at the corners closest to the street. However, if this is not feasible the Applicant must obtain a Variance from the Board of Adjustment. Section 617 of the MZO lists “excessively steep gradient” as a justifiable existing condition or factor that may pose inordinate difficulty or preclude a driveway from being connected to a public street in this area. Per the Applicant’s narrative, excessive slope in the right-of-way adjacent to the front of the Subject Property on Oklahoma Road necessitates that the proposed driveway be constructed in a southeastward direction extending approximately 14 feet in front of the adjoining property to the south to connect to Oklahoma Road.

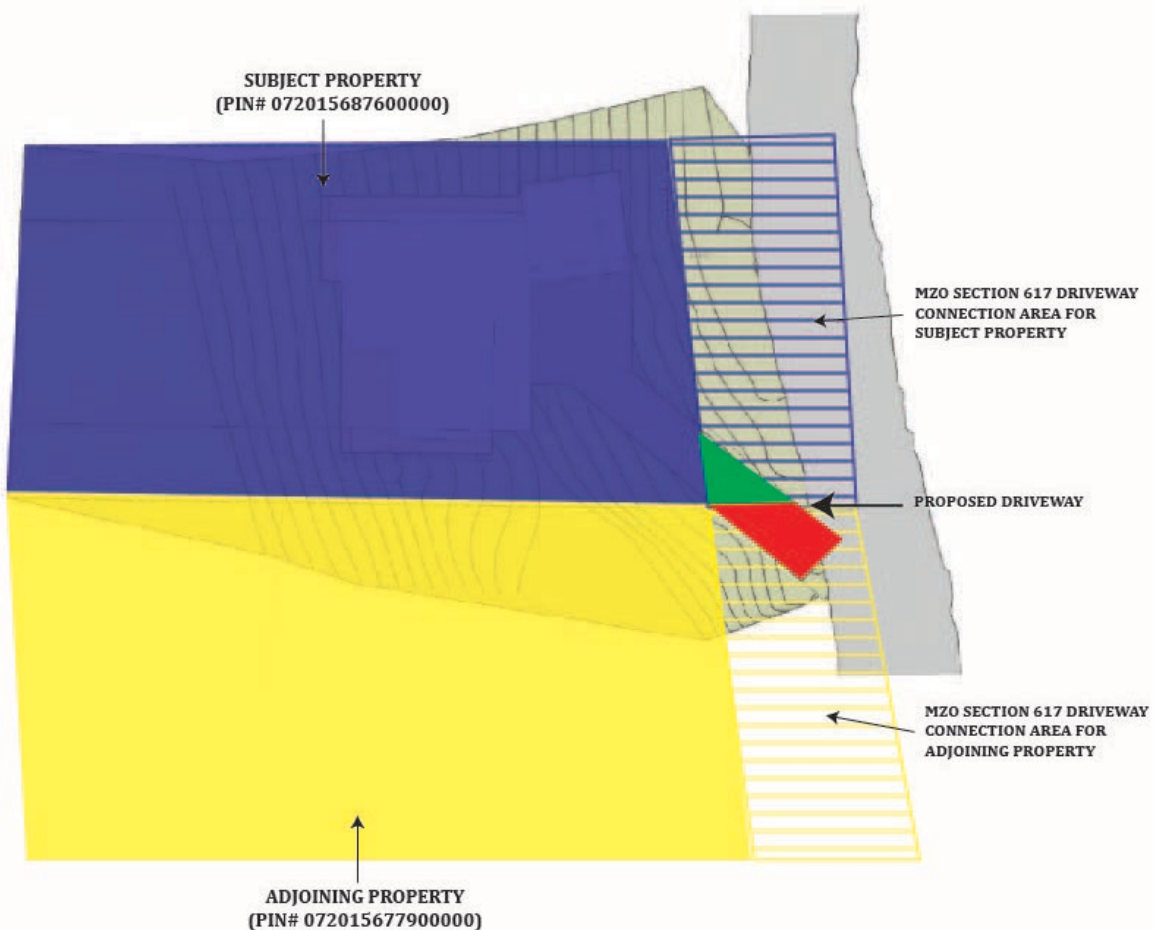
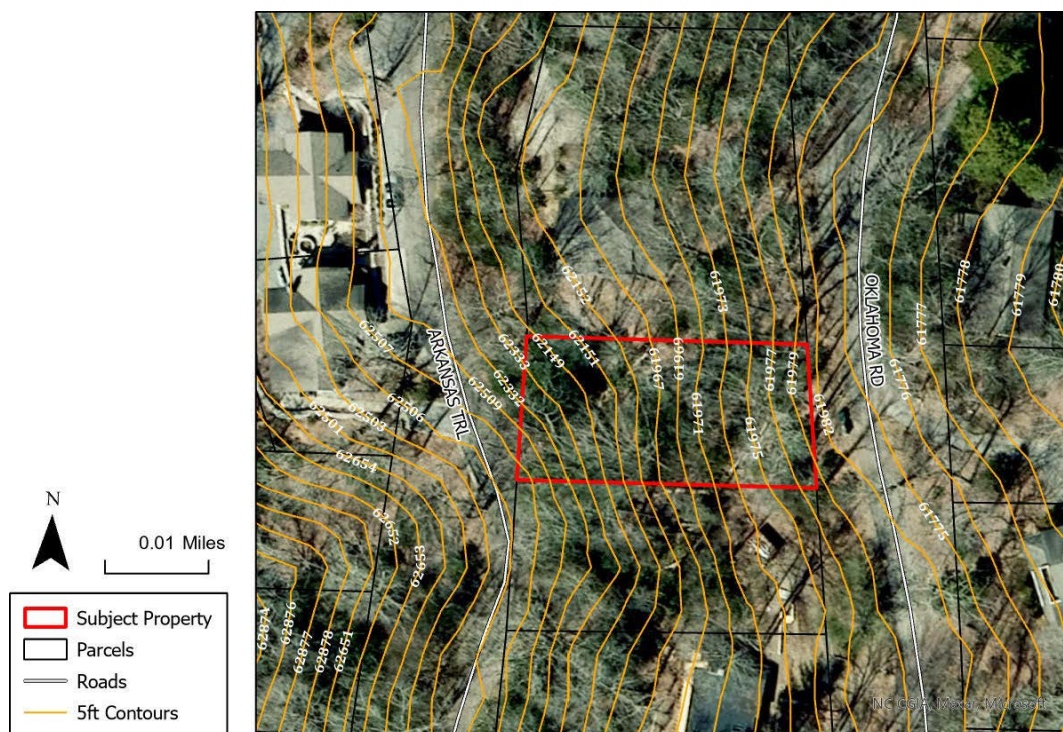


Figure 5: Subject Property Driveway Connection Illustration

Hillside Development Ordinance

The Subject Property has a slope of 50.7% and is therefore subject to the Montreat General Ordinance (MGO), Chapter K, Article IV Hillside Development Ordinance. At the time of permitting, the Applicant must demonstrate conformance to all applicable standards in the Hillside Development Ordinance. Conformance will be determined by staff. However, staff felt it important to outline several of the provisions in this ordinance in this staff report as they are relevant to the Applicant's request. In general, the Subject Property slopes downward from east (Oklahoma Road) to west (Arkansas Trail) as indicated by the decreasing contour values as one travels away from the eastern side of the Subject Property into the interior. Shaper decreases in slope, as indicated by contour lines that are closer together, occur in the southwest quadrant of the Subject Property.



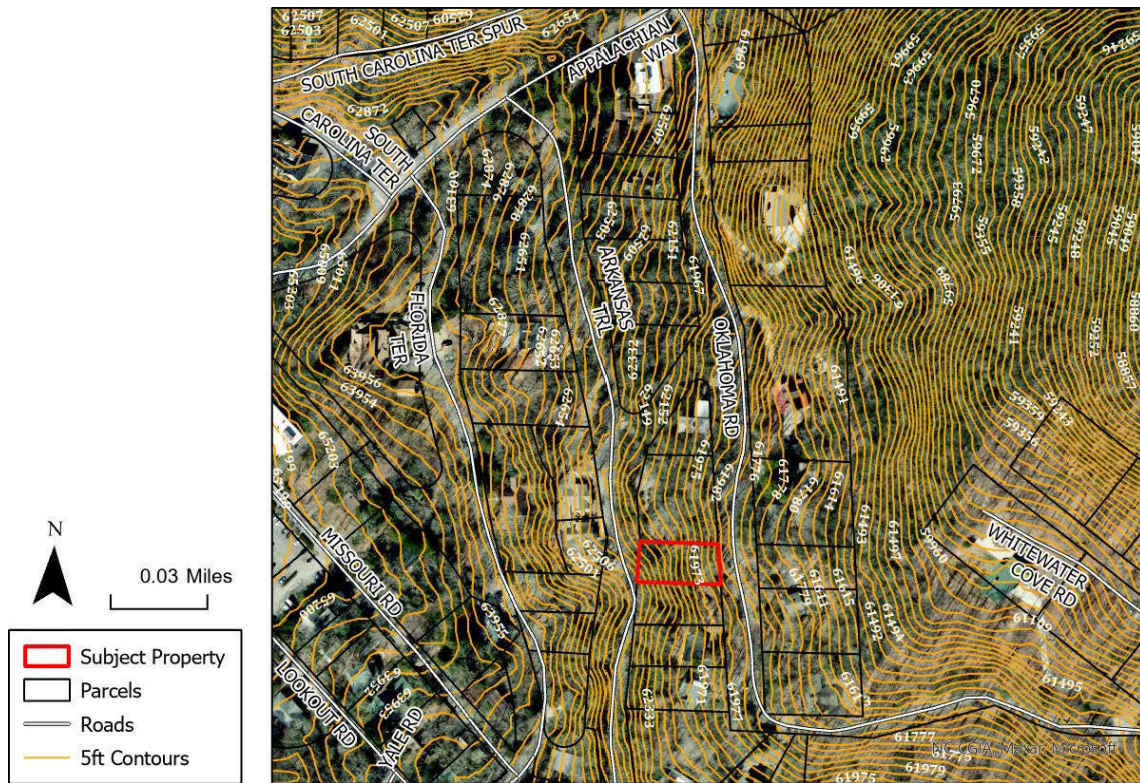


Figure 7: Area-Wide 5 Foot Contour Lines

MGO(K)(IV)(I)(1) states the purpose of the Hillside Development Ordinance as follows:

The hillside development regulations of this article shall establish guidelines for responsible land use addressing both aesthetics (the “viewscape”) and slope stability, utilizing approved methods of erosion prevention and stormwater control. Montreat contains intensely varied topography within a relatively small area, involving significant regions that transition abruptly from gentle slope to steep gradient. These factors pose unique challenges for the location and installation of structures while preserving the natural aesthetic characteristic of the Town. It has been determined that measures must be taken to ensure the stability of our hillsides while permitting continued low-impact development.

Under this Ordinance, grading on the Subject Property is limited to 30% of the total lot area, or about 2613.6 square feet (MGO(K)(IV)(II)(4)(a)). The impervious surface on the Subject Property, which includes dwellings and parking areas, is limited to about 1960.2 square feet (MGO(K)(IV)(II)(4)(i)). The Applicant’s narrative discusses how granting the Variance will reduce the necessary grading and allow the proposed development to remain within the limits required by the Hillside Development Ordinance. It is noted that the Applicant’s site plan lists a graded area square footage higher than that which is permitted. The Applicant is aware that the graded area proposed at the time of development permitting must be within the permitted 2613.6 square feet.

As a note, MGO(K)(IV)(II)(4)(b) allows for an administratively granted reduction in the front setback requirement. The Applicant attempted to obtain this reduction for the front setback to reduce the scope of the Variance request, but staff denied the request. Exhibit A includes the materials submitted by the Applicant and staff’s response. In sum, staff believed that the site

conditions of the Subject Property and the need for a property-specific examination required a quasi-judicial level decision in the form of a Variance.

Template Variance Decision Language

The Board is welcome to use the language below to issue a decision on the Variance Request. Prior to making the approval motion, the Board must state the specific findings that lead to the approval of each finding of fact as required by Section 310.42 of the MZO.

Findings of Fact:

1. The Board finds that unnecessary hardship would result from the strict application of the Ordinance because...
2. The Board finds that the hardship results from conditions that are peculiar to the property because...
3. The Board finds that hardship did not result from actions taken by the applicant or the property owner because...
4. The Board finds that the variance is consistent with the spirit, purpose, and intent of the ordinance ...
5. The Board finds that the variance requested is the minimum variance that will make possible the requested use of the land because...
6. The Board finds that the variance is not a request to permit a use of land that is not permitted in the applicable Zoning District as the variance request is for...

Motion for Decision: "I move that the Board [*approve/approve with conditions/deny*] the Variance Request VA-2023-01 to the following Montreat Zoning Ordinance (MZO) sections for a proposed single-family dwelling: (1) Section 501.5 to reduce the front setback requirement from 30 feet to 10 feet, (2) Section 501.81 to reduce the side setback requirement from 15 feet to 5 feet on both sides of the Subject Property, and (3) Section 617 to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO for the lot described as PIN#072015687600000 located about 800 feet south of the intersection of Appalachian Way and Oklahoma Road. [*List any conditions of approval in the motion, if applicable*]

Exhibits

Exhibit A: MGO(K)(IV)(II)(4)(b) Applicant Materials and Staff Response



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

July 19th, 2023

Todd Hutchings
2562 Chimney Springs Drive
Marietta, GA 30062

Subject: Request for Administrative Front Setback Reduction

To Whom It May Concern:

The Town Manager and Zoning Administrator reviewed the materials submitted to request a reduction in the front setback of the proposed dwelling per Montreat General Ordinance ("Ordinance"), Chapter K Article IV Section 4.b. to 15 feet on a property located at PIN# 072015687600000 ("Subject Property") in the R-1 Zoning District. After reviewing the submitted materials, the Town Manager and Zoning Administrator are unable to grant the requested front setback reduction. While the Ordinance allows for the reduction of the front setback up to 50% of the required setback for lots with slopes greater than 40% by administrative staff, staff's review found that a higher level of examination to make this decision was warranted. Given the site conditions of the Subject Property and the need for a property-specific examination, a quasi-judicial decision in the form of a Variance request to reduce the required setback is necessary. Administrative decisions made by the Town Manager and Zoning Administrator offer little flexibility for unique situations, such as the issues faced with the Subject Property. As such, the Town Manager and Zoning Administrator are unable to grant the requested front setback reduction per the Montreat General Ordinance, Chapter K Article IV Section 4.b. and instead suggest that a Variance from the Board of Adjustment be sought for the front setback reduction on the Subject Property.

Please contact the Zoning Administrator at your convenience to discuss the application process for a Variance.

Sincerely,

Kayla DiCristina, AICP
Zoning Administrator

cc: Ben Blackburn, Town Manager

VA-2023-01

Variance Request

PIN # 072015687600000

Montreat Board of Adjustment

September 28th, 2023



Subject Property Overview

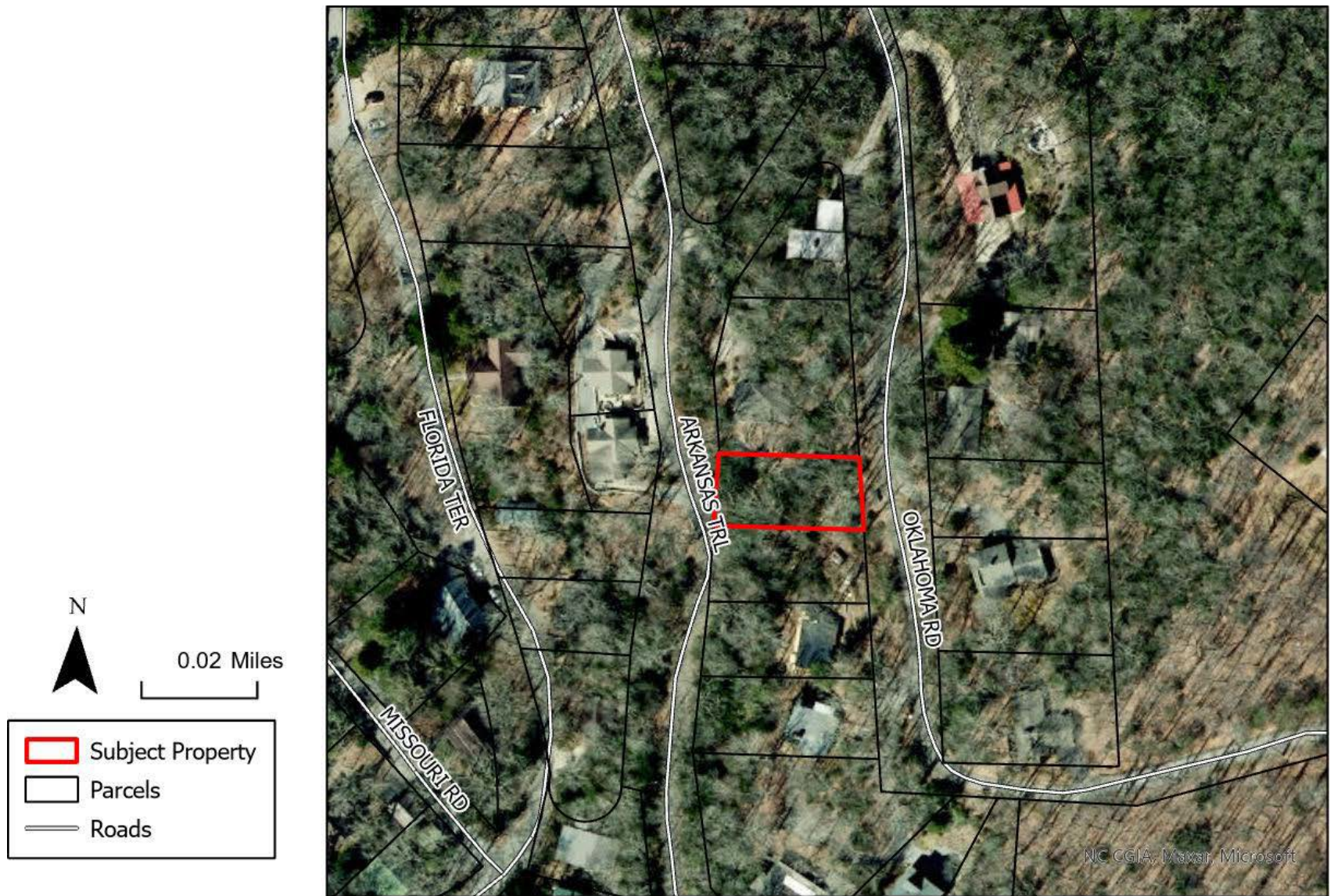
PIN: 072015687600000

Address: No E-911 address assigned. The Subject Property is approximately 800 feet south of the intersection of Appalachian Way and Oklahoma Road.

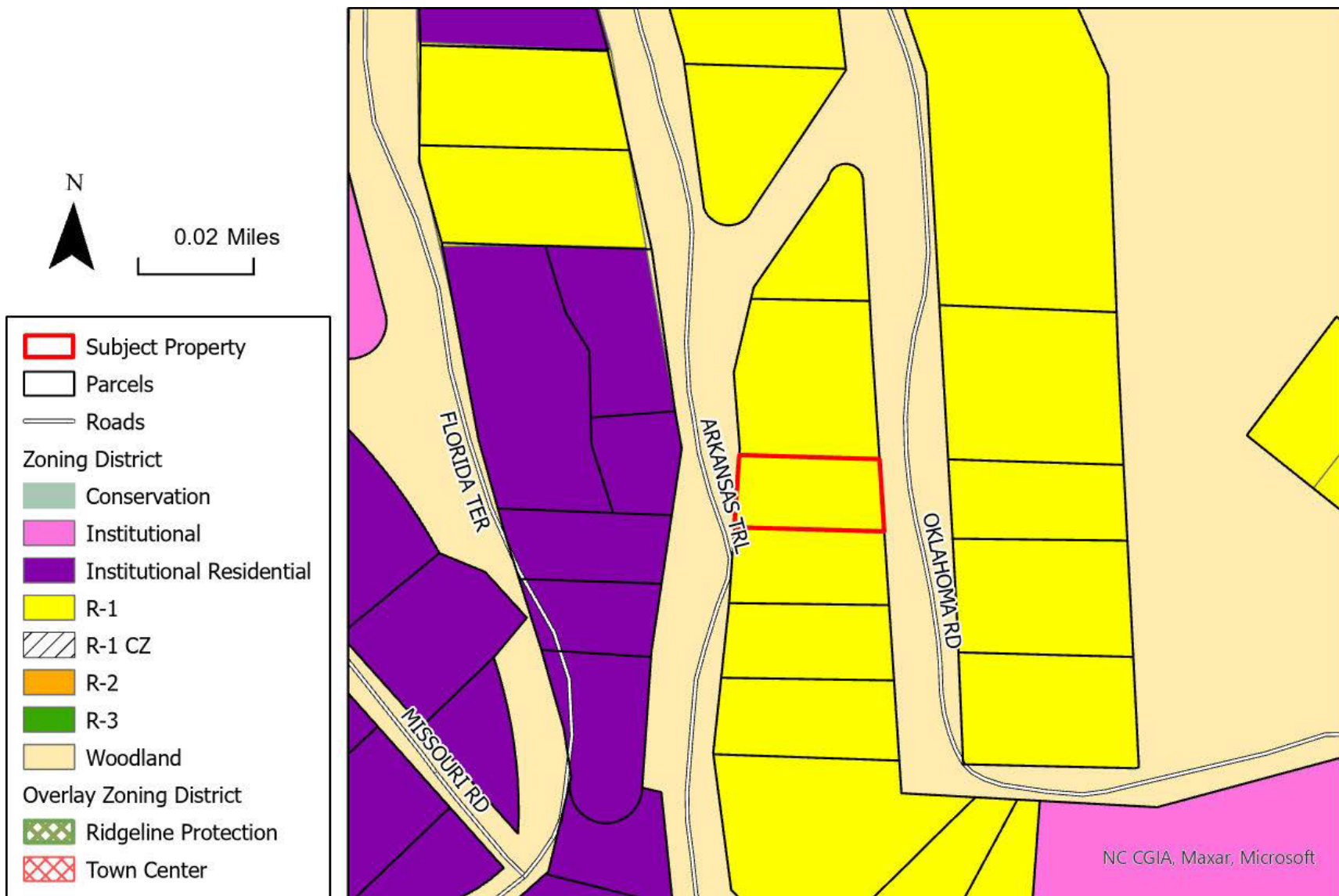
Owner: Trustees of Providence Pres. Church
10140 Providence Church Ln
Charlotte, NC, 28277

Size: 0.20 acres

Current Zoning and Use: R-1 Residential Zoning District; Subject Property is vacant and wooded.



Subject Property Location



Surrounding Zoning

Application Overview

Applicant: Todd Hutchings (who is under contract to purchase the Subject Property)

Request Summary:

- ❖ The Applicant proposes to construct a single-family dwelling on the Subject Property.
- ❖ The Applicant requests the following Variances from the Board of Adjustment:
 - Section 501.5 of the MZO to reduce the front setback requirement from 30 feet to 10 feet on the Oklahoma Road side of the Subject Property.
 - Section 501.81 of the MZO to reduce the side setback requirement from 15 feet to 5 feet on the north side of the Subject Property and to 10 feet on the south side of the Subject Property.
 - Section 617 of the MZO to allow the driveway connection for the proposed dwelling on the Subject Property to connect to Oklahoma Road outside of the frontage area described in this section of the MZO.

STAFF FINDINGS

Use and Zoning

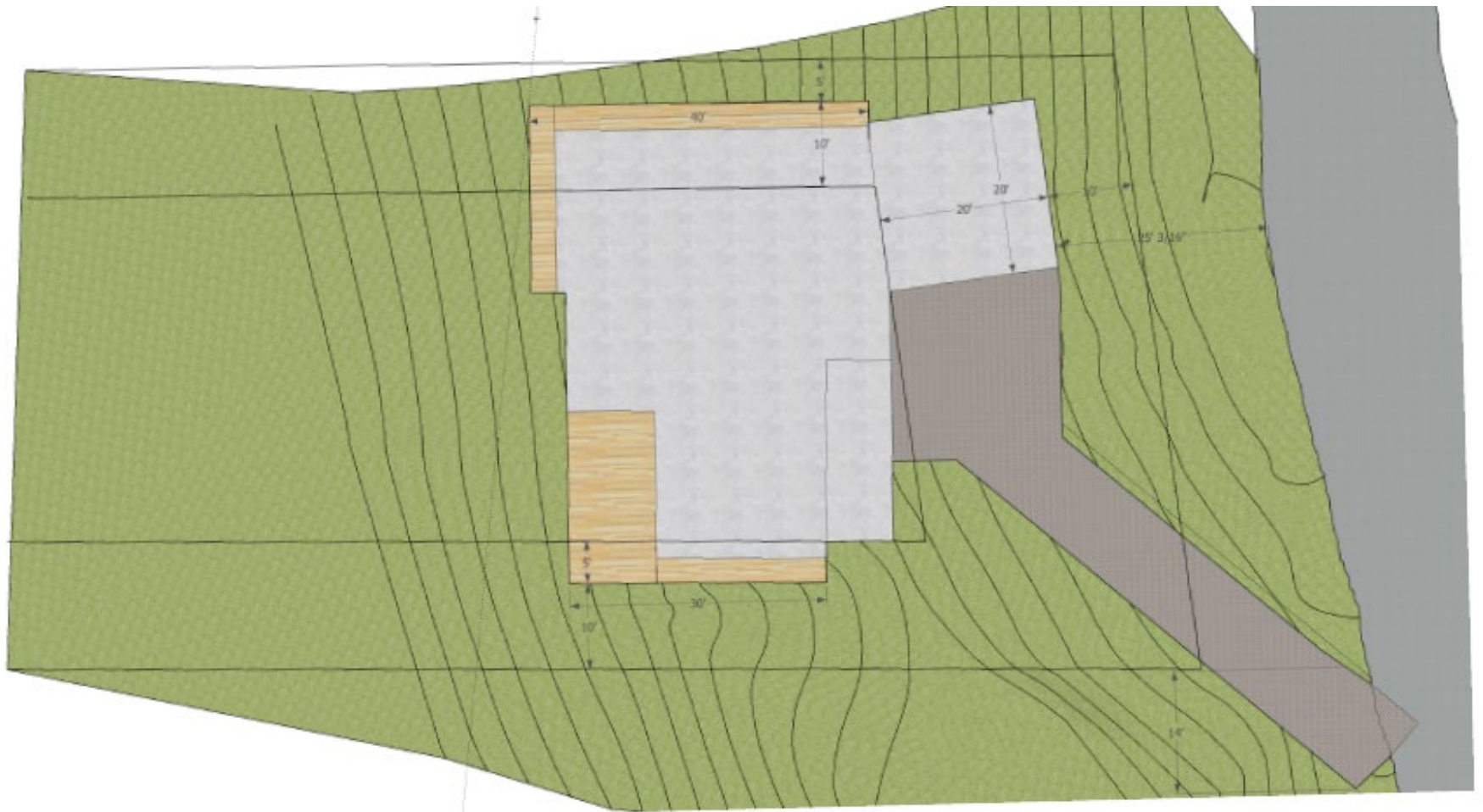
- ❖ The Subject Property is zoned R-1.
- ❖ Single-family dwellings are permitted by-right in the R-1 Zoning District.

Setbacks and Lot Size

- ❖ The Subject Property is an existing lot so lot size requirements do not apply.
- ❖ The Subject Property is considered a double frontage lot. The proposed single-family dwelling must comply with the required setbacks for a dwelling in the R-1 Zoning District on a double frontage lot.
- ❖ The Applicant requests the following Variance requests to the setbacks:

	Required R-1 Zoning District Setback	Requested Variances
Front	30 feet	10 feet
Side (L/R)	15 feet/15 feet	10 feet / 5 feet

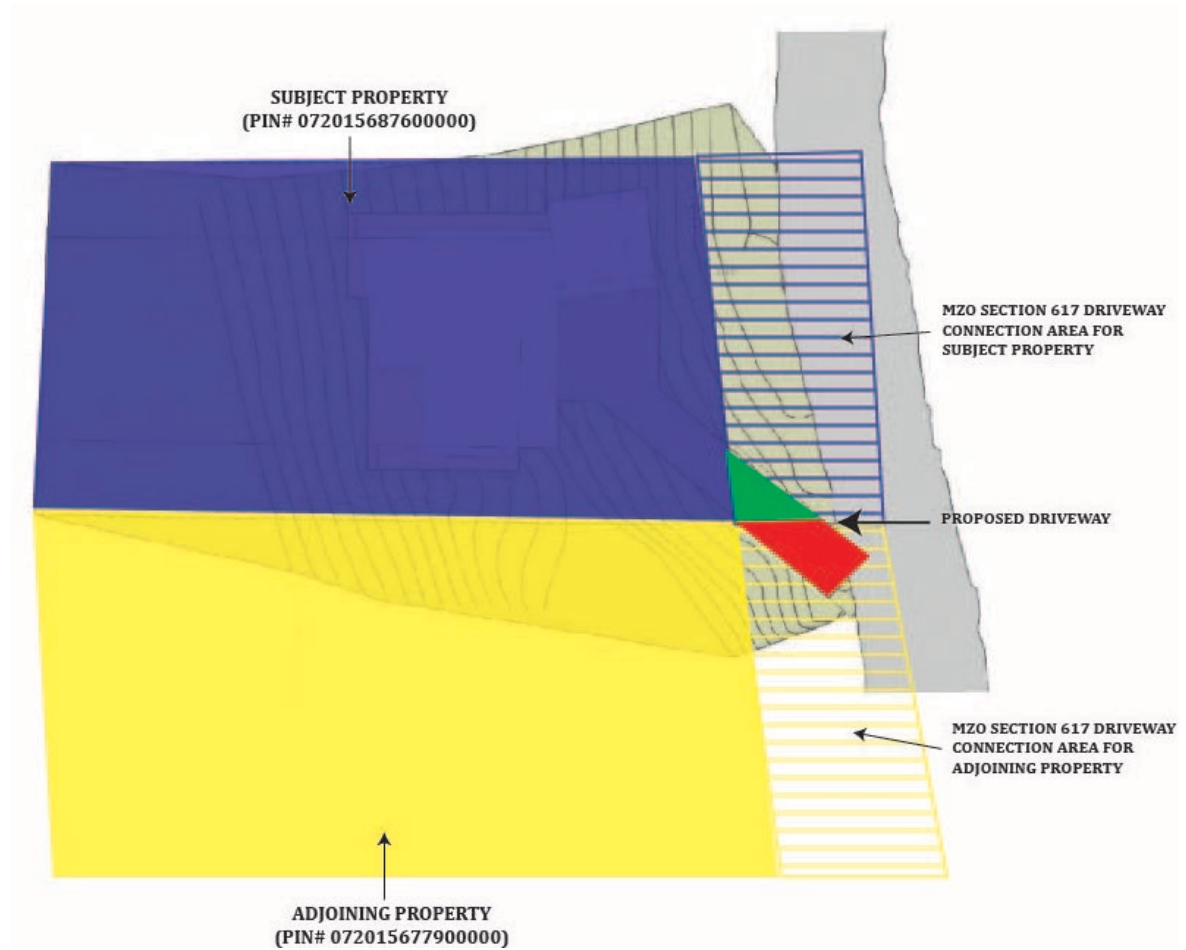
- ❖ The Applicant intends to meet the 30-foot setback requirement from Arkansas Trail.



Site Plan

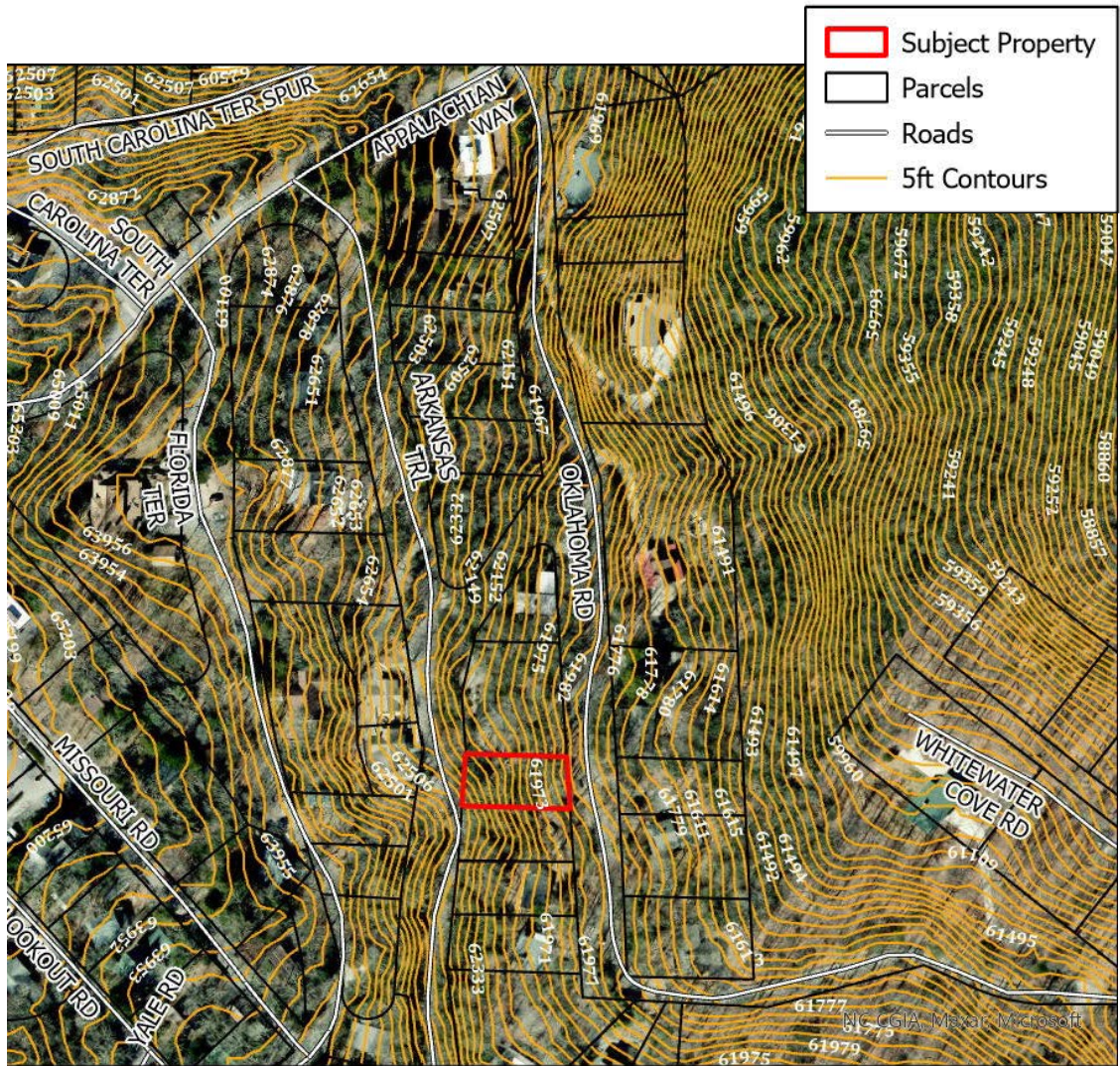
Driveway Connection

- ❖ Section 617 of the MZO requires driveway connections to public roads to be made within adjacent to the front of the Subject Property in the area located between the lines extending perpendicular from the existing roadway to each side property line at the corners closest to the street.
- ❖ If this is not feasible, a Variance is needed. This section lists “excessively steep gradient” as a justifiable existing condition or factor that may pose inordinate difficulty or preclude a driveway from being connected to a public street in this area



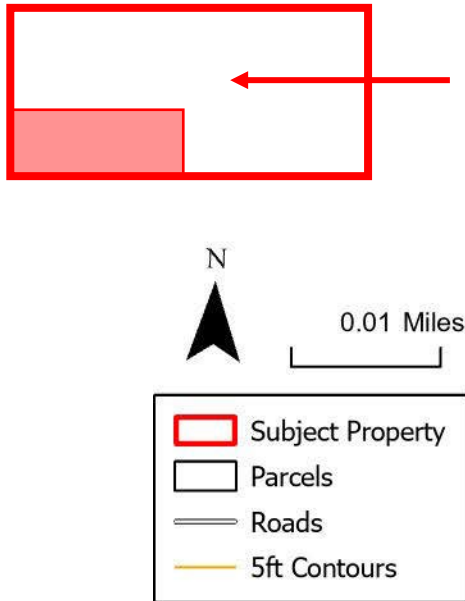
Hillside Development Ordinance

- ❖ The Subject Property has a slope of 50.7% and is subject to the Hillside Development Ordinance.
- ❖ Conformance to standards will be determined by staff at the time of permitting.
- ❖ The area surrounding the Subject Property shows changes in slope, the properties found midway in the area between Arkansas Trail and Oklahoma Road near the Subject Property show sharper slope changes compared to the areas directly north and south.



Hillside Development Ordinance

- ❖ Generally, Subject Property slopes east (Oklahoma Road) to the west (Arkansas Trail) with the sharpest decrease in slope occurring in the southwest quadrant of the property.



Hillside Development Ordinance

❖ Purpose:

The hillside development regulations of this article shall establish guidelines for responsible land use addressing both aesthetics (the “viewscape”) and slope stability, utilizing approved methods of erosion prevention and stormwater control. Montreat contains intensely varied topography within a relatively small area, involving significant regions that transition abruptly from gentle slope to steep gradient. These factors pose unique challenges for the location and installation of structures while preserving the natural aesthetic characteristic of the Town. It has been determined that measures must be taken to ensure the stability of our hillsides while permitting continued low-impact development.

❖ Impacts:

Limit on grading area to 30% of total lot area.

Limit on impervious surface to 22.5% of total lot area.

❖ Alternatives:

Ordinance allows for administrative reduction of front setback.

Board of Adjustment Decision

The Board shall grant a Variance upon showing of **all** of the following:

310.42(A) Unnecessary hardship would result from the strict application of the Ordinance. It shall not be necessary to demonstrate that, in the absence of the Variance, no reasonable use can be made of the property.

310.42(B) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a Variance

310.42(C) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a Variance shall not be regarded as a self-created hardship.

310.42(D) The Variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured and substantial justice is achieved.

310.42(E) The Variance requested is the minimum Variance that will make possible the requested Use of the land, Building or Structure.

310.42(F) The Variance is not a request to permit a Use of land, Building or Structure which is not permitted in the applicable Zoning District.

As a note... If a Variance is granted it shall be the least possible deviation from the requirements of this Ordinance. In granting any Variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Setback Variances are granted for the development shown on the site plan included in the application.

VA-2023-01

Variance Request

PIN # 072015687600000

Montreat Board of Adjustment

September 28th, 2023

