



MEMO

Date: September 13, 2016
To: Planning Board
From: Trey Akers, Senior Planner
Re: Narrow Passage, Amendment to a Conditional Planning Area – Staff Analysis

1. INTRODUCTION

APPLICANT INFO

- **Developer:** Karl Plattner
- **Owners:** K&M Land and Home
- **Representative:** Susan K. Irvin, Attorney at Law
- **Site Designer:** Woodbine Design, PC (Riley Burgess)
- **Location:** 15201 East Rocky River Road (Parcel ID# 00309201)
15210 East Rocky River Road (Parcel ID# 00725101)
- **Area:** 59.29 acres (Total)

REQUEST

The applicant requests an amendment to the plan approved by the Board of Commissioners on August 11, 2015 to permit the extension of municipal sewer service to the proposed development. Additionally, the request includes the option to expand the amount of open space provided by the development through the acquisition of 15215 East Rocky River Road (Parcel ID# 00309240).

SUMMARY OF PETITION

The applicant requests an amendment to the approved Conditional Planning Area that would permit the extension of sewer to the proposed development. The amendment does not include a request to increase the number of units originally approved or project density. The plan is approved for 40-units (including one duplex) on +/- 59 acres.

The proposal seeks to allow the opportunity to tap into and extend an existing municipal sewer line in the River Run subdivision, bringing the line up into and through the Narrow Passage development. The identified access point to which the project will seek to connect lies across East Rocky River Road to the project's south on PID #00724316. This may require the acquisition of land or easement area across various parcels; as a result, the proposal includes a request to allow consideration of any additional land areas acquired to count towards the open space requirements (so long as all applicable open space criteria are met). It is the developer's responsibility to secure all required approvals and easements necessary to access and extend the sewer line.

2. PLANNING STAFF REVIEW

BACKGROUND

The applicant met with planning staff in May 2016 to discuss the possibility of extending sewer service to the site in lieu of septic systems. The proposal was submitted on June 13, 2016 and was deemed to be complete the week of June 18. This review considers compliance with the Davidson Planning Ordinance adopted June 11, 2001, as amended; the Conditional Planning Area plan approved for this project on August 11, 2015; and, applicable plans.

PLANNING AND DEVELOPMENT STANDARDS

The proposal does not alter the following, previously approved project Conditions, General Notes, or Davidson Planning Ordinance standards as they apply to the approved site design, including: Land use (residential); Access (proposed streets and connections); Greenways (and trail system); Bike Path (along East Rocky River Road); Affordable Housing (duplex); and, Water Quality (bottomless culverts rather than hardened swales or energy dissipaters to manage stormwater runoff). These standards remain in effect.

The proposal does affect the type of waste system treatment originally approved by proposing to utilize a sewer-based system, rather than septic, throughout the development. In turn, this potentially affects the amount of open space provided by the project because the Davidson Planning Ordinance does not consider utility easement area to be counted as open space. However, the proposal includes an option to add additional land area to the common open space if such becomes available through the sewer extension process. The approved plan includes a specific condition regarding the amount of open space that the development must provide – either through land set asides or payment-in-lieu. Accordingly, any open space land that is reduced or any qualifying land that is acquired through the provision of sewer infrastructure would be factored into the required payment-in-lieu for each lot. This condition will not be modified as a result of this amendment.

PROPOSED CONDITIONS

Although the majority of approved Conditions and General Notes are not affected, the proposal requires revision to Conditions 3d (Sewer/Septic Systems) and 3e (Landscaping): 3d must be modified to permit sewer extension in addition to septic system construction; and, 3e must be adjusted because the original landscape guidelines were written assuming the construction of septic-specific systems. 3d now allows the construction of sewer systems within the proposed development. 3e now includes a replanting standard derived from the current Davidson Planning Ordinance (adopted 5/1/15, as amended), which specifies the amount of mature tree canopy cover based on lot area. The revised and original conditions are below:

3. Infrastructure:

- d. Sewer/Septic Systems:** All or a portion of the project may be developed with sewer service via an extension of the Charlotte Water system. Rights-of-way for this extension must be acquired by the developer. All or a portion of the project may be developed with on-site septic tank and drain field systems. On-site sewage disposal systems must conform to the standards of, and will be permitted by, the Groundwater and Wastewater Services section, Environmental Health division of the Mecklenburg County Health Department.

Original Condition: On-site sewage disposal systems will conform to the standards of, and will be permitted by, the Groundwater and Wastewater Services section, Environmental Health division of the Mecklenburg County Health Department.

- e. **Landscaping:** Outside of the hamlet area, each lot and the front yard area of each lot shall maintain at least two large mature trees per 5,000 square feet of parcel area, OR one large mature tree and one small mature tree per 3,000 square feet of parcel area. The hamlet pod shall contain more formalized landscaping in accordance with the approved plan.

Original Condition: All street trees and landscaping shall be provided with at least the quantity of and standard of landscaping shown on the Schematic Landscape Design, Typical Lot Design and Narrow Passage Naturalization and Restoration Guide attached to the Plans; provided, however, the hamlet pod shall contain more formalized landscaping in accordance with the Plans.

PLANNING BOARD CONSIDERATIONS

AUGUST 2016 MEETING

The Planning Board heard the case at their August 29, 2016 meeting. Members discussed whether non-adopted plans could be considered in plan approval/decision-making; how the initial assertion that the site would be suitable for septic development was misrepresentative based on the current request; and, whether the approval of sewer for this proposal sets a precedent for other projects to request sewer. Several members acknowledged the anticipated benefits of sewer (increased tree cover, less prone to system failure); but, overall the board felt that to approve the proposal would be inconsistent with adopted plans. The Planning Board voted 7-0, finding the proposed extension inconsistent with existing plans.

4. PUBLIC PLANS AND POLICIES

Below is a list of town-adopted plans considered during the proposed Narrow Passage Conditional Planning Area rezoning in 2015. A summary of these plan's and the applicability of each to the project was provided in the Planning Board and Board of Commissioners analyses (June/July 2015).

- *The Davidson Greenprint Plan: Natural Assets Inventory (2008)*
- *The Davidson Walks and Rolls: Active Transportation Master Plan (2013)*
- *The Parks and Recreation Master Plan (2014)*
- *The Mecklenburg County Greenways and Trails Master Plan (2008)*
- *The Davidson Bicycle Transportation Plan (2008)*
- *The General Principles for Planning in Davidson (2001)*
- *The Davidson Comprehensive Plan (2010)*

Since that time, the Town has undertaken a Rural Area Plan intended to accommodate, direct, and manage growth in its 3,800 acre rural area over the next few decades. The plan has not yet been approved but contemplates a standard of development for the Rural Planning Area similar to the proposed plan. Specifically, the Rural Area Plan proposes a revision to the Rural Planning Area standards that would require a min. of 40-70% open space, with varying levels of density permitted. It also proposes the extension of sewer in the project vicinity. Although the recommendations are still being finalized, the proposed sewer extension for this project is not inconsistent with the plan's trajectory.

5. STAFF RECOMMENDATION (INITIAL – 7 12/16)

Ideally, this amendment would be considered within the context of an approved Rural Area Plan to better inform decision-makers. Nonetheless, because the proposal does not include a request to alter the previously-approved project layout, density, or open space requirements, the plan remains – in effect – the same as it was when approved in August 2015. Based on these circumstances, staff

recommends approval of the proposal to extend municipal sewer into the development. *See below for updated recommendation 7/25/16.*

6. ADDENDUM: UPDATED INFORMATION & RECOMMENDATION

INFORMATION FROM CHARLOTTE WATER

In mid-July 2016 Charlotte Water (CLT Water) contacted the Planning Dept. to express concern that the proposed extension to Narrow Passage posed long-term issues regarding the maintenance of the proposed line, specifically, and the expansion of sewer service into the West Branch of the Rocky River basin, generally. In the ensuing weeks the project team worked with CLT Water to reach a conceptual agreement satisfying CLT Water's concerns about the proposed extension and West Branch expansion. The understanding contains two components: 1. The proposed Narrow Passage extension will be revised to address CLT Water's concerns regarding design and long-term maintenance; and, 2. the developer will assist in the construction and/or financial support of the beginning of the sewer connection leading from River Run to the West Branch basin. The details of these arrangements are yet to be finalized but have been identified as ways to accommodate both the developer's request and CLT Water's long-term aims.

INFORMATION REGARDING THE PROPOSED GREENWAY ALIGNMENT/SEWER EASEMENT

Additionally, since the July 2016 Board of Commissioners meeting several residents have voiced concern about the proposed "Option B" greenway connection required by the approved 2015 Narrow Passage Conditional Master Plan. This connection would extend the required greenway from East Rocky River Rd. directly to Dembridge Dr. The necessary easement for this path – through which the proposed sewer extension would also run – has already been granted by the River Run Property Owner's Association; however, River Run residents have proposed an alternative alignment. Citing the loss of trees and increased exposure to the noise of East Rocky River Road as their primary objections to the existing alignment, residents have identified a conceptual route that jogs the path east about 100' around an existing stand of trees and connects to East Rocky River Road. This alignment mitigates the residents' concerns by saving the tree stand and preserving the existing buffer between East Rocky River Road. The Davidson Parks & Rec. Dept. and CLT Water have agreed to the alternative conceptual alignment assuming that all necessary technical criteria are met (i.e. ADA requirements, design standards, etc.). The residents' have met with the project team on multiple occasions and the project team has indicated a willingness to find a solution via the alternative alignment that works for the residents, project team, and Town.

PLANNING STAFF REVIEW

In light of this information, it's important to understand three things:

1. The request presented by the developer is to modify the approved conditions to allow municipal sewer to serve the project site and add property to the common open space area.
2. The depicted extension is a proposed alignment that is subject to CLT Water authority and determinations – this alignment, and the attendant expansion of the initial West Branch basin connection, will be worked out with CLT Water through the approval of project construction documents.
3. The greenway connection and sewer extension are different subjects but are related because the sewer extension is envisioned to share the greenway easement area.

PROPOSED CONDITIONS

Based on this information, staff proposes that Condition 3d. be modified to acknowledge CLT Water's role in the extension approval (see highlight); 3e. be modified to reflect updated landscape standards since the Restoration Guide applied only to septic system implementation; and, that 3g. be modified to acknowledge the resident-proposed Option B as the preferred alignment. The revised and original conditions are below:

3. Infrastructure:

- d. Sewer/Septic Systems:** All or a portion of the project may be developed with sewer service via an extension **in accordance with Charlotte Water policy**. Rights-of-way for this extension must be acquired by the developer. All or a portion of the project may be developed with on-site septic tank and drain field systems. On-site sewage disposal systems must conform to the standards of, and will be permitted by, the Groundwater and Wastewater Services section, Environmental Health division of the Mecklenburg County Health Department.

Original Condition: On-site sewage disposal systems will conform to the standards of, and will be permitted by, the Groundwater and Wastewater Services section, Environmental Health division of the Mecklenburg County Health Department.

- e. Landscaping:** Outside of the hamlet area, each lot and the front yard area of each lot shall maintain at least two large mature trees per 5,000 square feet of parcel area, OR one large mature tree and one small mature tree per 3,000 square feet of parcel area. The hamlet pod shall contain more formalized landscaping in accordance with the approved plan.

Original Condition: All street trees and landscaping shall be provided with at least the quantity of and standard of landscaping shown on the Schematic Landscape Design, Typical Lot Design and Narrow Passage Naturalization and Restoration Guide attached to the Plans; provided, however, the hamlet pod shall contain more formalized landscaping in accordance with the Plans.

- g. Greenway (Southern Parcel):** The Developer shall satisfy the greenway obligation on the southern parcel (PID #00725101) and adjacent parcels by connecting the path along East Rocky River Rd. to Dembridge Dr. via an easement that retains the existing tree stand along East Rocky River Rd. and connects to Dembridge Dr. at the existing gravel path/berm entrance adjacent to PID 00724307. See Exhibit "NP Handout - Greenway Options & Area Sewer Context."

Original Condition: The Developer shall satisfy the greenway obligation on the southern parcel (PID #00725101) and adjacent parcels (where necessary) according to one of the following three options:

Option A: The greenway shall be constructed to run north-south along the southern parcel's eastern boundary, connecting to the multi-use path to the north at E. Rocky River Rd. and to the Summit at River Run property to the south.

Option B: In lieu of constructing a greenway, the multi-use path shall be extended along E. Rocky River Rd. east of the southern parcel until the first available connection can be made to Dembridge Dr. through PID #00724316. The Developer will secure an easement from River Run to make the connection to Dembridge Dr.

Option C: Should an easement for option B not be viable, the Developer shall extend the multi-use path along E. Rocky River Rd. east of the southern parcel to terminate at Winged Oak Way.

ADDITIONAL CHANGES SINCE 7/12/16

At the July 2016 Board of Commissioners meeting the commissioners requested that the envisioned sewer extension connection between Lots 16-17 on the property's northwest side be illustrated as an easement rather than a direct connection. This change and the revised condition language for 3d. and 3e. have been included in the updated plans. The alternative Option B greenway/path alignment has not been updated yet.

RECOMMENDATION – 9/13/16

The proposal entails a request to modify the approved conditions such that municipal sewer may be allowed to serve the project site. Staff supports this goal and believes that modifying the condition language to allow this opportunity is a reasonable request. Staff affirms the initial recommendation provided on 7/12/16 regarding project density, layout, and open space requirements, adding that any alignment should conform to CLT Water policy and with the understanding that the developer will participate as agreed with CLT Water to develop/support the expansion of the West Branch line. Additionally, staff recommends the proposed Option B greenway alignment that preserves the existing tree stand.

4. ATTACHMENTS

- Narrow Passage Plans – Cover Sheet, Concept Plan Sheet 5
- Narrow Passage Handout – Greenway Options & Area Sewer Context

Unless otherwise noted, the Davidson Planning Ordinance (DPO) in effect as of 8/5/2014 shall apply to the development of the property (Property) shown on the attached plans (Plans). Any development of the Property or any portion of the Property which is not included in this application for a Conditional Planning Area, shall be regulated by the Planning Ordinance in effect as of the date an application for such development activity is filed with the Town. The proposed zoning is Conditional Planning Area with the underlying zoning being Rural Planning Area (RPA); except as specifically modified by these conditions, exceptions, and notes, all provisions of the DPO, including provisions for property in the RPA, shall apply to the development and use of the Property.

Conditions:

1. Mix of Building Types: All structures constructed or placed on the Property shall be detached single family and one structure containing two duplex residences and such accessory structures as are permitted by the DPO in the RPA. This includes relief from the Storefront/Workplace and other Attached House requirements listed in DPO Section 4.8.3.
2. Lot Width: Pursuant to DPO Section 4.8.15.2, no minimum or maximum lot sizes are required of the project.
3. Infrastructure:
 - a. Road Standards: All roads, drainage swales, and walking trails within right-of-way areas shall be constructed to conform to the approved cross section and other details for such improvements as shown on the Plans. Horizontal and vertical alignments for the roadways will be in accordance with the latest edition of the manual for Subdivision Roadways of the NCDOT.
 - b. Multi-Use Path Bridge: As part of the multi-use path that the Developer has agreed to construct on the south side of the East Rocky River Road, as shown on the Plans, Developer is obligated to deposit with the Town a sum equal to its share to construct a bridge across a water course up to the Developer's property line. The Developer's share of the cost to construct the bridge is based upon the percentage of the bridge located on the Developer's property. Accordingly, Developer may either (1) pay to the Town the sum of \$80,000 as a payment in lieu of constructing the bridge over the West Branch of the Rocky River, or (2) if Developer acquires an appropriate easement, Developer may elect to construct the entire bridge. In the event that the Developer elects to construct the bridge as set forth in (2), Developer shall provide to the Town the estimate for such cost and the Town shall reimburse the Developer for the portion of the bridge located on the adjoining property (PID # 00725133) upon completion of the bridge, not to exceed \$15,000. If the Developer elects to construct the entire bridge, but is unable to secure the easement on the adjoining property, the Town will either obtain the easement or will reduce the payment in (1) above from \$80,000 to \$20,000. [Note: the estimated cost for the developer to construct the bridge is significantly lower than the estimated cost for the Town to construct the bridge, which accounts for the disparity in the above payment amounts.]
 - c. Street Lights: The locations of street lights shall be as shown on the Plans. Fixtures and specifications shall be in accordance with the DPO.
 - d. Sewer/Septic Systems: All or a portion of the project may be developed with sewer service via an extension in accordance with Charlotte Water policy. Rights-of-way for this extension are to be acquired by the developer. All or a portion of the project may be developed with on-site septic tank and drain field systems. On-site sewage disposal systems must conform to the standards of, and will be permitted by, the Groundwater and Wastewater Services section, Environmental Health division of the Mecklenburg County Health Department.
 - e. Landscaping: Outside of the hamlet area, each lot and the front yard area of each lot shall maintain at least two large mature trees per 5,000 square feet of parcel area, OR one large mature tree and one small mature tree per 3,000 square feet of parcel area. The hamlet pad shall contain more formalized landscaping in accordance with the approved plan.
 - f. Crossing Beacons: The developer shall install a lighted crossing beacon, which will contain flashers to the east and west, at the crosswalk on the southern boundary of East Rocky River Road where the greenway/multi-purpose path connects to the southern boundary of the crosswalk, subject to NCDOT approval of use, location and design.
 - g. Greenway (Southern Parcel): The Developer shall satisfy the greenway obligation on the southern parcel (PID #00725101) and adjacent parcels (where necessary) according to one of the following three options:
Option A: The greenway shall be constructed to run north-south along the southern parcel's eastern boundary, connecting to the multi-use path to the north at E. Rocky River Rd. and to the Summit at River Run property to the south.
Option B: In lieu of constructing a greenway, the multi-use path shall be extended along E. Rocky River Rd. east of the southern parcel until the first available connection can be made to Dembridge Dr. through PID #00724316. The Developer will secure an easement from River Run to make the connection to Dembridge Dr.
Option C: Should an easement for option B not be viable, the Developer shall extend the multi-use path along E. Rocky River Rd. east of the southern parcel to terminate at Winged Oak Way.
 - h. Sidewalks: Sidewalks are not required; instead, walking paths as shown on the Plans shall replace sidewalks. ADA compliant surface materials shall be installed on walking paths on both sides of the streets within the Hamlet pad and on walking paths within those portions of the Common Open Space as noted on the Plan.
 - i. Parking: Parking for greenway access as shown on the Plan shall contain at least six (6) spaces.
 - j. Conveyance of Land: The developer shall convey the southern parcel below East Rocky River Road (PID #00725101) to the Town of Davidson at final plat, provided, such conveyance shall not effect the calculation of open space.

4. Affordable Housing: Affordable housing units shall be provided in compliance with DPO Section 6.3, except that (all of the following):

- a. No very low income (up to 50% AMI) units are required;
- b. 2 units shall be included, either as separate and detached single-family homes or together as a duplex, for the moderate income buyer (between 100% and 120% AMI); and
- c. Payment in lieu of providing affordable housing units is permitted at the rate of \$26,550 each in place of three of the required affordable units.

5. Annexation: The property owner shall file a petition for annexation of the Property on the standard town form contemporaneously with, and as a condition of approval of, the Preliminary Plans and prior to commencement of any land disturbing activity. The effective date of the annexation will be the first June 30 following the filing of the petition. After the filing of such annexation petition, no action or inaction of the Town Board shall have any bearing on the progress of the development and the petition for annexation shall not be revoked or withdrawn prior to action on it by the Board of Commissioners.

6. Walking Paths and Common Open Space: Walking paths, Primary Conservation Areas, and Common Open Spaces shown on the Plans are privately owned, but shall be accessible by the public and such use shall be subject to the rules and regulations of the recorded Declaration of Protective Covenants for the Property ("Declaration"), which rules and regulations shall not treat the public differently than they treat property owners. These matters shall be acknowledged on the final plat and the recorded Declaration shall provide that the walking paths and Common Open Space shall be maintained by the property owners' association ("HOA") established pursuant to the Declaration. In the event the HOA does not maintain the walking paths and Common Open Space and the Town provides written notice to the HOA which details the lack of maintenance, if the HOA does not commence and diligently pursue maintenance on or before thirty (30) days after the receipt of such notice, the Town may maintain the walking paths and Common Open Space, which maintenance shall be accomplished in a good and workmanlike manner. The Town shall be reimbursed by the HOA for the costs of such maintenance as evidenced by paid invoices. The location of walking paths is schematic in nature and shall be field located.

7. HERS Rating: Houses will be designed to target a HERS rating of 65.

8. Permanent Open Space: A metes and bounds description of the open space shall be recorded on the subdivision plat and in the protective covenants for Narrow Passage. The protective covenants shall limit uses in the privately owned open space to recreational uses, passive open space, community gardens and composting, leash-free pet areas, utilities, fitness fields, trails, fitness stations, a parking area for the greenway trail as shown on the Plans, biking, hiking, drainage areas and storm drain facilities and other typical open space uses as approved by the town Planning Director. The Declaration shall also provide that the uses of the open space as provided above may not be revised or amended without the vote of at least 80% of the owners of the lots within the Property.

9. Open Space Deficiency Contribution: A contribution to the Town's Open Space Fund, which is a fund to be established by the Town for purchase by the Town of open space and greenway property and for installation by the Town of greenways, shall be made at the time of closing of each lot. No building permit on a lot shall be issued until the contribution for that lot is paid. The contribution required for each lot shall be calculated according to the actual open space listed on the approved plans and is based on a goal of 70% open space. For example, if the actual open space provided in the Property is 64.17 this results in a deficiency from the goal of 5.83 x \$9.29 = 3.4 acres of open space deficiency. The per-acre price of \$21,500.00 is applied to the 3.4 acres of open space deficiency to arrive at the open space deficiency contribution of \$73,100.00/38 = \$1,923.68 per lot. The open space deficiency acreage of 3.4 shall be reduced for each acre of open space Developer assists in securing from other properties toward extending greenway access to Fisher Farm.

10. Sewer Connection: Once the location of a sewer line along Rocky River is determined, if the sewer line is to be along the River within any part of the Property, the Developer/Owner shall grant an easement for a sewer line at that location. This obligation shall be enforceable against the property owners association or other entity that acquires title to the applicable open space.

11. Design Standards: The Developer voluntarily consents to the condition that all homes constructed in the development shall comply with the DPO criteria governing building design, including aesthetics; provided, however, 25% of the garages in the development are exempt from the placement criteria listed in DPO Section 5 (Garages & Accessory Structures, Rural Planning Area). To qualify, the garage must be side-loaded (i.e. oriented at least 90 degrees to any road abutting the lot) or rear-loaded.

General Notes:

1. Natural Setting: The intention for this development is to preserve the natural setting, the characteristics of the topography and tree coverings and to locate dwellings in sensitive locations. As such, it is anticipated that much of the natural vegetation will be preserved. This development will not institute a formal landscape plan, but will require planting schemes of the various home sites to be complementary of the naturally occurring conditions, enhancing those attributes as opposed to wholesale replacement of them. Street tree spacing shown is conceptual and actual location and number of street trees shall meet requirements of the landscape attached to the Plans. Negative energy dispersers and grass swales shown on the specifications meet or exceed Mecklenburg County Storm Drainage Design standards in accordance with Section 11.2.10.

2. Gas Line: The area within the Piedmont Natural Gas pipeline R/W will be in common open space, and the portion inside the street shall be made available to the residents for community gardens, composting, playgrounds, etc. Developer may include improvements within the Natural Gas pipeline R/W as permitted by the utility. Shrubbery will be added across the gas pipeline clearing adjacent to Shearer Road to screen the vista from Shearer Road westward into the project.

3. Schematic Plan: Development must be in substantial conformance to the approved Plan, understanding that adjustments may need to be made as a result of existing site conditions during design development and construction phases. The Plan is schematic in nature and may be altered or modified in the manner that a master plan offers from a preliminary plot. The adjustments are subject to the Ordinance standards and criteria established by the Plan.

4. Amendments: The Applicant may request an amendment to the Plans and approved zoning without the written consent of any other owner of all or any portion of the property shown on the Plans so long as the recorded Declaration of Protective Covenants for the property contains a provision with the stated purpose of granting power of attorney to the Declarant to execute an amendment to the Plans and approved zoning on behalf of such owners.

5. Undisturbed Open Space: Undisturbed Open Space may be used for passive recreational uses, such as natural bike trails and walking trails that don't create impervious cover or erosion.

6. Phasing: In the event the property is not phased, all infrastructure shall be built or bonded prior to first final Plat approval. In the event the Property is phased, however, the walking paths and Greenway trail shall be built as a part of the first phase and shall appear on the first Final Plat for the Property; and construction of the final phase is estimated to commence on or before ten (10) years after the date of commencement of construction of the first phase.

7. Traffic Impact Analysis: The developer will make a contribution to the implementation of the Connectivity and Traffic Calming Plan in accordance with Section 7.5.4.1 B of the DPO.

8. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

9. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

10. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

11. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

12. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

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14. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

15. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

16. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

17. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

18. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

19. Conveyance Parcel: Conveyance of the parcel identified as "parcel to be conveyed to the Town of Davidson at final plat" (the "Conveyance Parcel") shall be conveyed to the Town of Davidson at the first final Plat approval. The Declaration of Protective Covenants for the Property shall provide that the property owners' association for Narrow Passage will maintain and repair the walking paths located within the Conveyance Parcel.

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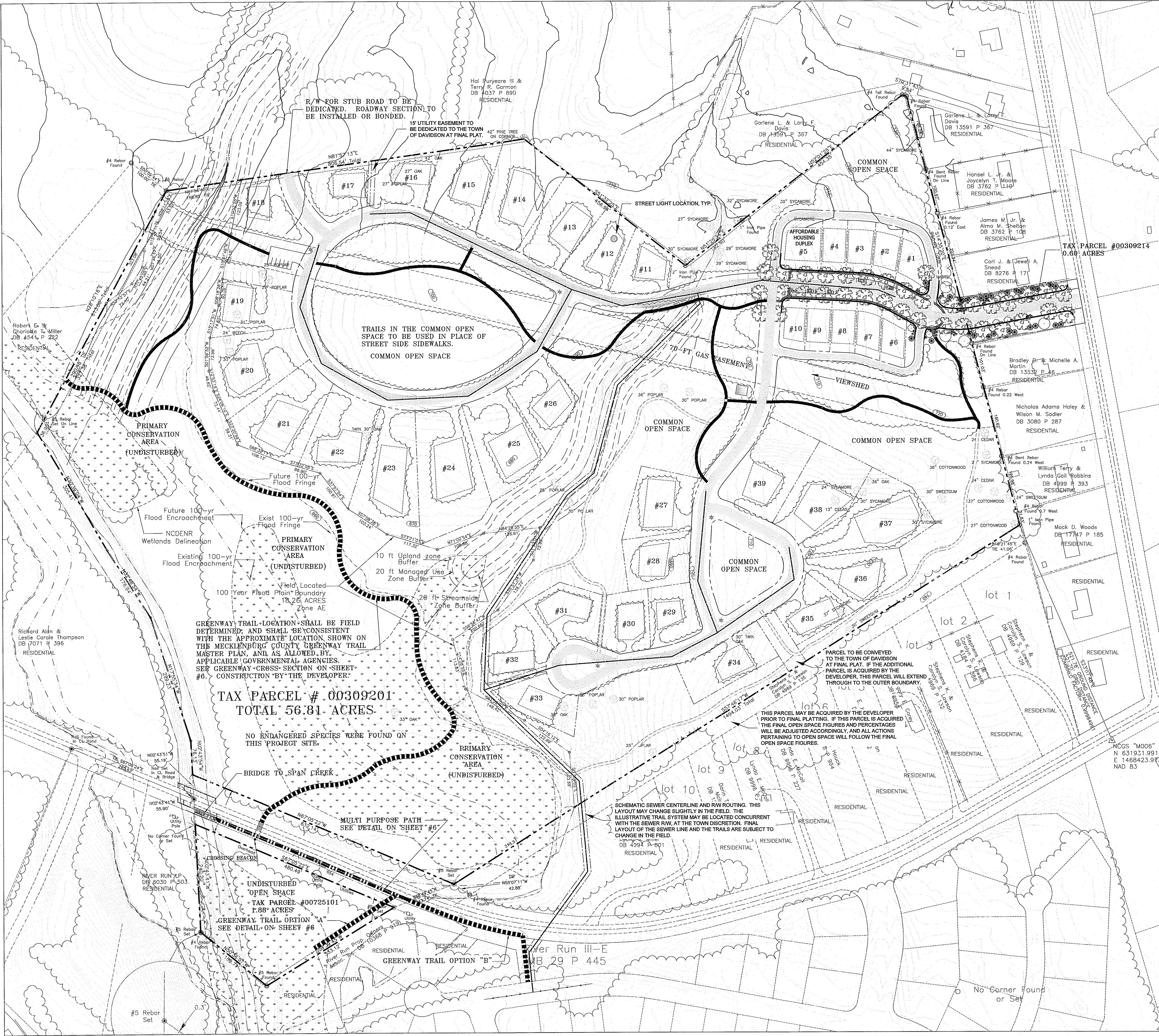
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ZONING CODE SUMMARY

PROJECT NAME: NARROW PASSAGE SUBDIVISION
OWNER: NARROW PASSAGE HOLDINGS INC. PHONE # (704) 589-6589
PLANS PREPARED BY: WOODBINE DESIGN, P.C. PHONE # (980) 722-2669
EXIST ZONING: RURAL JURISDICTION: DAVIDSON
PROP ZONING: CONDITIONAL
ADJ ZONING: RURAL & CONDITIONAL
TAX PARCEL ID: 003-09-201, 007-25-101, 003-09-214

STREET R.O.W LOT SUMMARY

PROPOSED R.O.W. AREA = 5.49-ACRES	Lot #	Acres
OPEN SPACE	1	0.19
	2	0.16
	3	0.16
	4	0.15
	5	0.23
	6	0.15
	7	0.15
	8	0.15
	9	0.15
	10	0.31
	11	0.31
	12	0.39
	13	0.50
	14	0.50
	15	0.66
	16	0.34
	17	0.38
	18	0.41
	19	0.41
	20	0.65
	21	0.70
	22	0.77
	23	0.77
	24	0.67
	25	0.63
	26	0.41
	27	0.45
	28	0.38
	29	0.31
	30	0.31
	31	0.39
	32	0.43
	33	0.35
	34	0.44
	35	0.32
	36	0.45
	37	0.72
	38	0.59
	39	0.63
TOTAL PROPOSED OPEN SPACE = 37.9-ACRES = 64.17%		
PRIMARY CONSERVATION OPEN SPACE = 20.23 AC = 34.25%		
COMMON OPEN SPACE = 17.67-ACRES = 29.9%		
PRIMARY CONSERVATION OPEN SPACE IS UNDISTURBED EXCEPT FOR THE FIELD LOCATED WOODLAND TRAILS. ALL OPEN SPACE WILL BE OWNED BY THE PROPERTY OWNERS ASSOCIATION AND ACCESSIBLE TO THE PUBLIC.		
OPEN SPACE IS DEFINED AS AREAS NOT DIVIDED INTO BUILDING LOTS, STREETS, R/W, PARKING, OR EASEMENTS PER THE DEFINITION OF OPEN SPACE IN THE DAVIDSON PLANNING ORDINANCE.		
FINAL OPEN SPACE FIGURES ARE DEPENDENT UPON THE FINAL LAYOUT OF THE UTILITY SYSTEMS AND UPON THE POTENTIAL ADDITION OF ADDITIONAL PROPERTY TO THE PROJECT AREA, ALL WITHIN THE COMMON OPEN SPACE		

SITE AREA

SITE = 59.29-ACRES
DENSITY: 39/59.29=0.66 DU/AC
AFFORDABLE HOUSING: 2 UNITS
THESE UNITS ARE TO BE LOCATED IN THE ENTRY POD ON LOT #5 VIA A DUPLEX UNIT

TOTAL LOT ACREAGE = 15.90-ACRES

IMPERVIOUS AREA DATA

NOTE: THIS SITE IS A LOW DENSITY OPTION OF 10% OR LESS IMPERVIOUS. THIS SITE DOES NOT REQUIRE STORM WATER MANAGEMENT.

NOTE: THIS ILLUSTRATIVE PLAN REPRESENTS AN IMPERVIOUS AREA OF 7.56% FOR ROADWAYS, ALLEYS, HOUSES AND DRIVEWAYS, BUT THE FINAL DEVELOPMENT WILL BE ALLOWED TO BUILD UP TO A TOTAL OF 10% IMPERVIOUS WITHOUT HAVING TO SUBMIT FOR ZONING PLAN REVISION, AND IS SUBJECT TO THE OVERALL PROJECT AREA POTENTIALLY BEING EXPANDED.

SITE LEGEND

PROPOSED

PROPERTY LINE	---
LOT LINES	---
AUTO AREA SECTION	[Symbol]
TREE LINE	[Symbol]
STREET LIGHT	[Symbol]
HOUSE PAD	[Symbol]

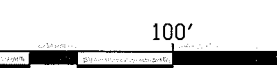
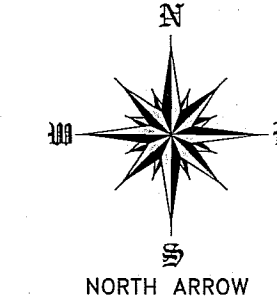
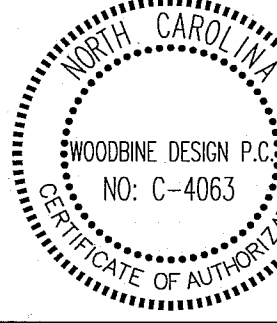
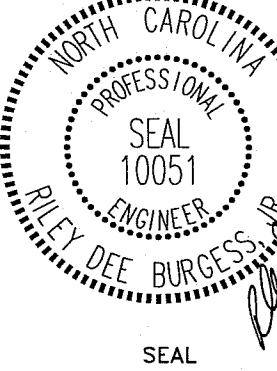
EXISTING

795	10' CONTOURS
	2' CONTOURS
	TREE LINE
	PROPERTY LINE

NOTE: SEPTIC DRAIN AREAS MAY EXTEND BEYOND HOUSE PAD ENVELOPES THAT ARE SHOWN, DEPENDENT ON FIELD CONDITIONS.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

Woodbine Design, P.C.
Land planning & civil engineering



NARROW PASSAGE SUBDIVISION
SHEARER RD., DAVIDSON, NC
Mecklenburg Co.
CONCEPTUAL SITE PLAN

DEVELOPER/OWNER
K & M Land and Land
PO Box 1138
Davidson, NC 28036

Designed By Woodbine Design

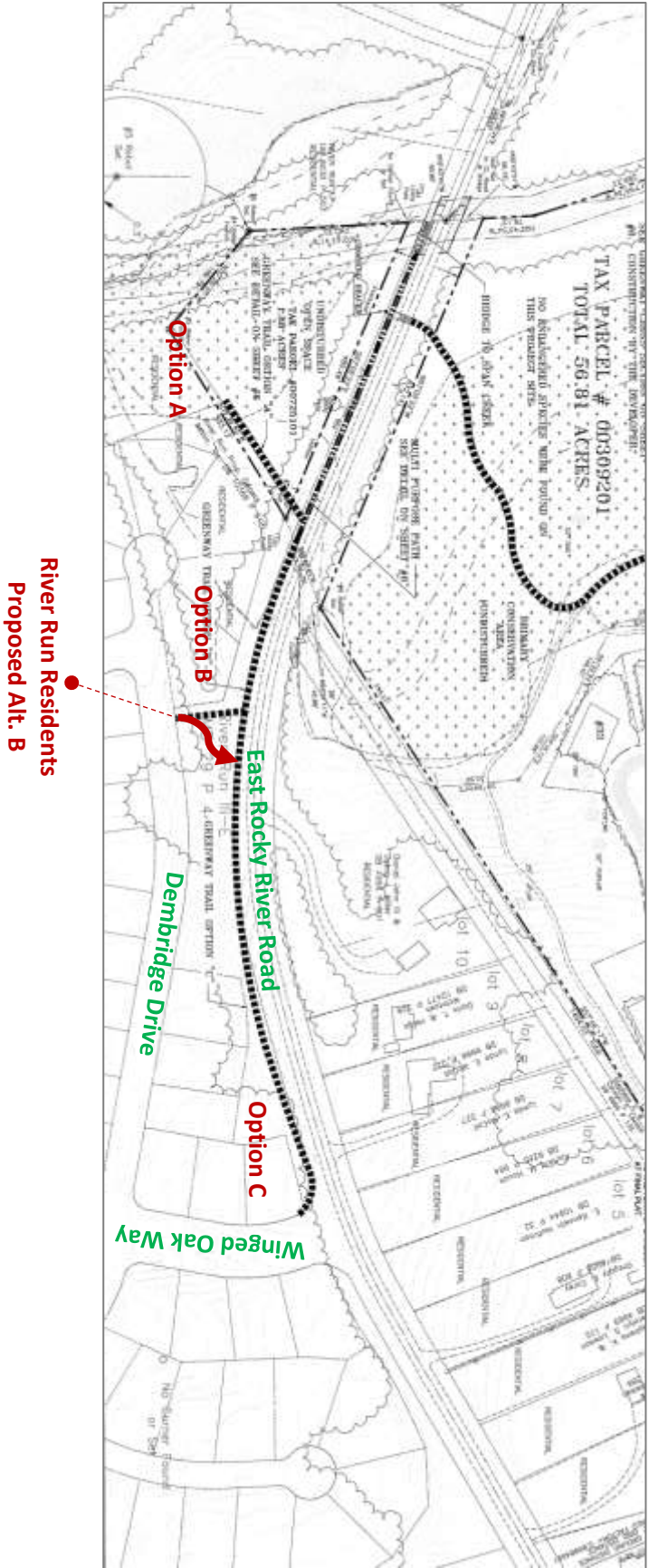
Drawn By PW

Date 8/1/14

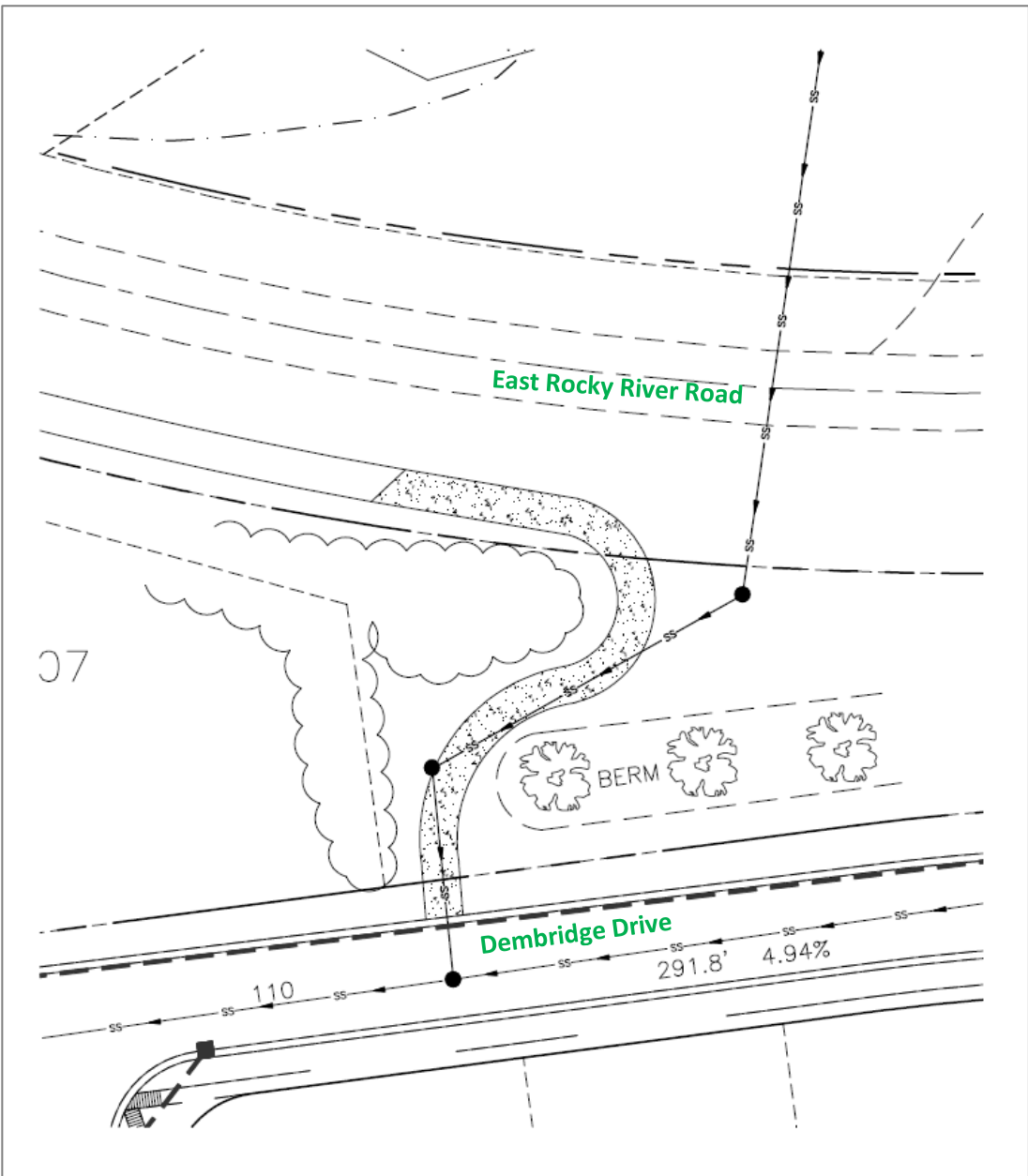
Revisions
1. 10/15/14: clarifications
2. 1/15/15: resubmittal
3. 3/6/15: REVIEW COMMENTS
4. 4/13/15: TOWN COMMENTS
5. 4/22/15: MOVED GREENWAY, ADDED TRAILS IN OPEN SPACE, ADDED PMVT IN STUB ROAD.
6. 6/23/15: town comments
7. 7/2/15: town comments
8. 8/15/15: town comments

Sheet 5 of 7
Project Number 14007

NARROW PASSAGE – APPROVED CONCEPT PLAN GREENWAY OPTIONS (A, B, & C)

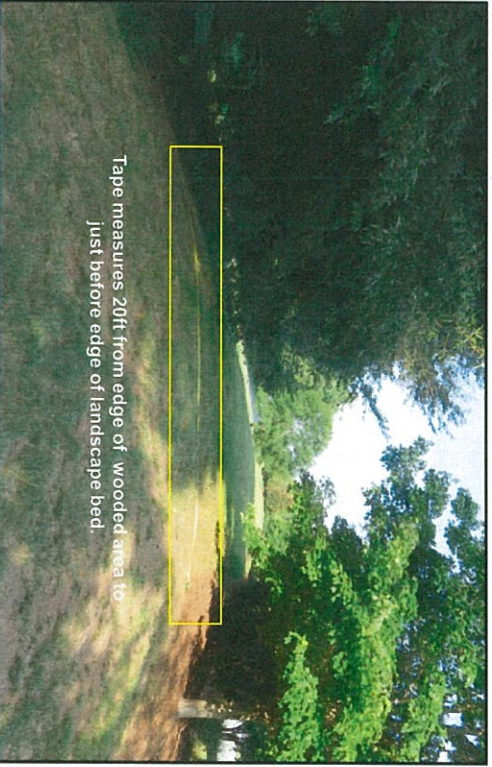


NARROW PASSAGE – PRELIMINARY ALIGNMENT SKETCH



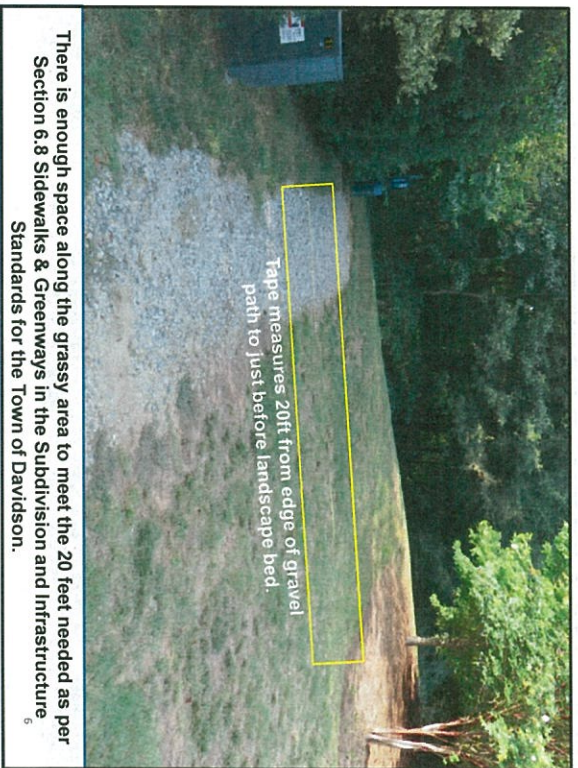


The neighbors of Denbridge Drive would like to propose an alternative...
Redefine the easement and reroute the greenway along the grassy area.



Tape measures 20ft from edge of wooded area to just before edge of landscape bed.

There is enough space along the grassy area to meet the 20 feet needed as per Section 6.8 Sidewalks & Greenways in the Subdivision and Infrastructure Standards for the Town of Davidson.



Tape measures 20ft from edge of gravel path to just before landscape bed.

There is enough space along the grassy area to meet the 20 feet needed as per Section 6.8 Sidewalks & Greenways in the Subdivision and Infrastructure Standards for the Town of Davidson.



There is enough space along the grassy area to meet the 20 feet needed as per Section 6.8 Sidewalks & Greenways in the Subdivision and Infrastructure Standards for the Town of Davidson.

SEWER EXTENSION AREA CONTEXT

