



**CITY COUNCIL
BUSINESS MEETING AGENDA
401 LAUREATE WAY, KANNAPOLIS, NC
OCTOBER 27, 2025
6:00 PM**

Please Turn Off Cell Phones or Place on Silent Mode.

APPROVED MINUTES

- A. October 27, 2025 Approved Minutes (Pam Scaggs, City Clerk)

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS AND RECOGNITIONS

- A. Veteran's Day - November 11, 2025 (Darrell Hinnant, Mayor)
B. Breast Cancer Awareness Month (Darrell Hinnant, Mayor)
C. Promotional Pinning for Fire Department Members (Tracy Winecoff, Fire Chief)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **ORDINANCE** - Budget Amendment #26-24 appropriates CDBG program income to be used for urgent repairs. **UNANIMOUSLY APPROVED** (Kristin Jones, Budget and Strategy Director, Irene Wong, Economic & Community Development Director)

BUSINESS AGENDA

- A. **PUBLIC HEARING & RESOLUTION** - Development Agreement #2025-11 STKR Cannon, LLC (Cannon Manor Amendment) **APPROVED 6 TO 1** (Richard Smith, Planning Director)
B. **PUBLIC HEARING & RESOLUTION** - Development Agreement #2025-12 Lennar Carolinas, LLC (Summerlyn Village Amendment) **APPROVED 6 TO 1** (Richard Smith, Planning Director)
C. **PUBLIC HEARING TA-2025-05** - Kannapolis Development Ordinance Text Amendment to Section 3.8.F(4)b.3 **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)
D. **PUBLIC HEARING TA-2025-06** - Kannapolis Development Ordinance (KDO) Text Amendments to several sections **UNANIMOUSLY APPROVED (WITH #9 REMOVED)** (Elizabeth McCarty, Assistant Planning Director, Richard Smith,

Planning Director)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

CLOSED SESSION

GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area (Mayor Pro tem Berry)

MOTION TO ADJOURN

ADA Notice

In accordance with Title II of the Americans with Disabilities Act (ADA), any person requiring an accommodation to participate in a function or program of the City of Kannapolis should contact Daniel Jenkins, Assistant Human Resources Director & ADA Coordinator by phone at 704-920-4312, email adacoordinator@kannapolisnc.gov, or in person at Kannapolis City Hall as soon as possible, but not later than forty-eight (48) hours prior.

**CITY OF KANNAPOLIS
CITY COUNCIL
BUSINESS MEETING MINUTES
October 27, 2025**

A Business Meeting of the Kannapolis City Council was held on Monday, October 27, 2025, at 6:00 P.M., Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Council Members: Darrell Hinnant, Mayor
Darrell Jackson
Dianne Berry, Mayor Pro tem
Doug Wilson
Jeanne Dixon
Ryan Dayvault
Tom Kincaid

Council Members Absent: None

City Manager: Mike Legg

Assistant City Manager: Wilmer Melton

City Attorney: Andrew Kelly

City Clerk: Pam Scaggs

Staff Present:	Kirk Beard	Kristin Jones
	Brian Roberts	Gerald Faulkner
	Elizabeth McCarty	Greg Summitt
	Jeremy Brown	Matthew Callan
	TJ Cook	Chris Morris
	Chase Abernathy	Billy Winecoff
	Irene Wong	Alex Anderson
	Richard Smith	Gary Mills

Visitors Present:	Zach Erwin	Judy Mannett
	Phil Goodman	Joe Hatley
	Robert Pinkston	Sara Newell
	Jamie Richardson	Tom Richardson
	Craig Crew	Josh Teague
	Claudia Teague	Pam Smith
	Tonda Childers	Justin Lewter
	Naomi Hatchell	Chenoa Fernandez
	Zada Jones	Mark Spitzer
	David Winecoff	Tammy Winecoff
	Kristen Roseman	Britney Thomas
	Joseph Deal	Phillip Aldlete

1 Jim Quick
2 Angela Hale
3 Ryan Griffin
4

James Moon
Andrea Griffin
Tracy McGinnis

5 **CALL TO ORDER AND WELCOME**

6 Mayor Hinnant called the meeting to order and welcomed all in attendance. He led a moment of silent
7 prayer, followed by the Pledge of Allegiance by Councilmember Kincaid.
8

9 **ADOPTION OF AGENDA**

10 Mayor Hinnant called for a motion regarding the Agenda. Councilmember Jackson made the motion
11 to approve, second by Councilmember Dixon and the motion was unanimously approved.
12

13 **PROCLAMATIONS AND RECOGNITIONS**

14 Mayor Hinnant issued two proclamations in recognition of Veterans Day and Breast Cancer
15 Awareness Month, presenting the Veterans Day proclamation to resident and veteran Phil Goodman.
16

17 Chief Winecoff recognized firefighters Billy Winecoff and Matthew Callan for their recent
18 promotions. Mr. Callan was pinned by his Captain, Jeremy Brown and was promoted to Firefighter.
19 Mr. Winecoff was pinned by his wife and promoted to Fire Captain. Council members congratulated
20 both on their well-deserved promotions.
21

22 **CONSENT AGENDA**

23 Mayor Hinnant called for a motion on the Consent Agenda. Councilmember Dayvault made the
24 motion to approve, second by Councilmember Kincaid and the motion was unanimously approved.
25

26 Ordinance – Budget Amendment #26-24 appropriates CDBG program income to be used for urgent
27 repairs. (Kristin Jones, Budget and Strategy Director; Irene Wong, Economic & Community
28 Development Director) (Copy included as Agenda Item: E.A.).
29

30 **BUSINESS AGENDA**

31 **Public Hearing & Resolution – Development Agreement #2025-11 STKR Cannon, LLC**
32 **(Cannon Manor Amendment) (Richard Smith, Planning Director) (Copy included as Agenda**
33 **Item F.A.).**

34 Mr. Smith directed Council's attention to the site plan and talked about the previously approved
35 Development Agreement with STKR Cannon, LLC (the "developer") which consisted of 70 single
36 family residential detached units with two and three-bedroom units. He explained that the existing
37 Development Agreement did not define the gallons per day (GPD) and was specific to the number of
38 overall units, not the number of bedrooms. Mr. Smith added that half of the project has been constructed
39 but the developer is seeing a demand for 4-bedroom units. The proposed amendment would increase
40 the sewer allocation by 2,625 GPD to allow for an additional 35 bedrooms.
41

42 Councilmembers Dixon and Jackson expressed concern regarding impacting other projects by
43 approving the amendment and the possibility that approving the amendment could cause legal issues.
44

45 Mr. Smith responded that some sewer allocation is held in reserve for situations like this and that the
46 requested has been reviewed by City Attorney, Andrew Kelly.

1 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which
2 was closed without public comment.

3
4 Mayor Hinnant asked for a motion to approve the Resolution adopting the Ordinance approving
5 execution of the amendment to the Development Agreement. Motion to approve was made by
6 Councilmember Dixon, second by Councilmember Dayvault and approved 6-1 with Pro tem Berry
7 dissenting.

8
9 **Public Hearing & Resolution – Development Agreement #2025-12 Lennar Carolinas, LLC**
10 **(Summerlyn Village Amendment) (Richard Smith, Planning Director) (Copy included as**
11 **Agenda Item F.B.).**

12 Mr. Smith stated that the proposed amendment to the Development Agreement with Lennar
13 Carolinas, LLC is similar to the previous request in that the developer has seen a demand for 4-
14 bedroom units and is requesting an increase of sewer allocation by 14,720 GDP to allow for 196
15 additional bedrooms. He directed Council's attention to the site plan and stated that the project was
16 approved for 220 single family detached and 152 single family attached units.

17
18 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which
19 was closed without public comment.

20
21 Mayor Hinnant asked for a motion to approve the Resolution adopting the Ordinance approving
22 execution of the amendment to the Development Agreement. Motion to approve was made by
23 Councilmember Wilson, second by Councilmember Dayvault and approved 6 to 1 with Mayor Pro tem
24 Berry dissenting.

25
26 **Public Hearing TA-2025-05 – Kannapolis Development Ordinance (KDO) Text Amendment to**
27 **Section 3.8.F(4)b.3 (Richard Smith, Planning Director) (Copy included as Agenda Item F.C.).**

28 Mr. Smith stated that the proposed text amendment is to allow vehicle sales and service use within
29 the Thoroughfare Protection Overlay (TPO) of Dale Earnhardt Boulevard. He provided a map
30 depicting location of the TPO and explained that the TPO extends from Interstate 85 to Cannon
31 Boulevard (Highway 29). Mr. Smith added that the Planning and Zoning Commission unanimously
32 recommended approval of the proposed amendment with conditions that the site must have frontage
33 on an arterial or major collector road; the site is within 500 feet of an intersection with an access ramp
34 to Interstate 85; and no vehicles are displayed or stored on site.

35
36 Councilmember Dayvault asked for the location of the proposed use. Mr. Smith responded that the
37 proposed location would be the corner of Roxie Street and Dale Earnhardt Boulevard.
38 Councilmember Jackson asked about the square footage of the proposed building. Mr. Smith
39 explained that there is no site plan associated with the proposed amendment at this time and that the
40 property owner requested the text amendment for future use.

41
42 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which
43 was closed without public comment.

44
45 Mayor Hinnant asked for a motion to approve the Resolution adopting a Statement of Consistency.
46 Motion to approve was made by Councilmember Dayvault, second by Mayor Pro tem Berry and
47 unanimously approved.

1
2 Mayor Hinnant asked for a motion to approve the proposed text amendments. Motion to approve
3 was made by Councilmember Kincaid, second by Councilmember Wilson and unanimously
4 approved.
5

6 **Public Hearing TA-2025-06 – Kannapolis Development Ordinance (KDO) Text Amendments**
7 **to several sections (Elizabeth McCarty, Assistant Planning Director; Richard Smith, Planning**
8 **Director) (Copy included as Agenda Item F.D.).**

9 Ms. McCarty presented Text Amendment TA-2025-06, explaining that staff regularly reviews the
10 KDO and identified 14 amendments for Council consideration. These 14 amendments were reviewed
11 by the Planning & Zoning Commission in August who recommended approval. She summarized the
12 changes, beginning with the need to establish a parking requirement for event centers, one space per
13 three guests. Ms. McCarty also explained amendments related to accessory dwelling units (ADUs),
14 noting that ADUs are permitted where single-family detached homes are allowed and because the
15 Mixed-Use Neighborhood (MUN) zoning district has a zero side setback that conflicts with ADU
16 standards, staff proposes a 10-foot side setback to match other accessory uses. Several amendments
17 address mobile modular classrooms, including adding them to the temporary use table, allowing them
18 in districts where schools or places of worship are permitted, establishing a two-year limit, requiring
19 landscaping and façade considerations when visible from the street, and adding a formal definition.
20

21 Ms. McCarty continued with a set of amendments with regard to mobile food vendors in the Midway
22 area. Staff proposes allowing food vendors on vacant commercial lots, permitting overnight parking,
23 and allowing drive-through service with Planning Director approval, with temporary permits
24 remaining valid as long as all requirements are met. She also reviewed proposed updates to the vehicle
25 sales and service category, including allowing commercial vehicle sales and rentals in the Light
26 Industrial district. This amendment caused a split vote with the Planning and Zoning Commission
27 and raised concerns from Councilmember Dayvault about impacts on Highway 73 and the history of
28 allowances in the former C-2 (General Commercial) district. Ms. McCarty also recommended
29 removing outdated references to commercial vehicle repair in the General Commercial (GC) district.
30

31 Ms. McCarty stated that additional changes include requiring invisible perimeter fences to be placed
32 outside the public right-of-way; removing references to a deleted subdivision access table; clarifying
33 buffer requirements in the landscaping section; and cleaning up outdated symbols in Appendix 2.
34

35 Councilmembers Dixon and Dayvault asked questions regarding publication requirements for
36 invisible fences and impacts to existing commercial vehicle repair businesses. Ms. McCarty
37 responded that the invisible fence amendment aligns with all other fence requirements and that
38 existing commercial vehicle repair businesses would be considered legally nonconforming and
39 allowed to continue. Mayor Pro tem Barry asked about the applicability to current Midway food
40 vendors and Ms. McCarty confirmed that current vendors also continue. After discussion,
41 Councilmember Dayvault made the motion to remove Amendment #9 from consideration, second by
42 Councilmember Wilson and unanimously approved.
43

44 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing.
45

46 Zach Erwin stated that residents should have been given the opportunity to comment on all proposed
47 amendments before any were removed from consideration prior to the Public Hearing.

1
2 There being no additional questions or comments, Mayor Hinnant Closed the Public Hearing.
3

4 Mayor Hinnant asked for a motion to approve the Resolution adopting a Statement of Consistency.
5 Motion to approve was made by Councilmember Dayvault , second by Councilmember Wilson and
6 unanimously approved.
7

8 Mayor Hinnant asked for a motion to approve the proposed text amendments. Motion to approve
9 was made by Mayor Pro tem Berry, second by Councilmember Wilson and unanimously approved.
10

11 **CITY MANAGER REPORT**

12 Nothing to report
13

14 **CITY COUNCIL COMMENTS**

15 Councilmember Dayvault asked for an update on plans to display the Martin Luther King Jr. name
16 on the new bridge, noting previous back-and-forth discussions. Mr. Legg explained that NCDOT has
17 a policy allowing only one honorary designation statewide for an individual or group, and since a
18 section of NC 401 was dedicated to Dr. King in 1994, they will not approve an honorary naming of
19 the bridge itself. However, NCDOT indicated they can mark or stencil “Martin Luther King Jr.
20 Avenue” on the bridge structure because it reflects the name of the roadway crossing Highway 29.
21 Additional city-installed signage is not permitted, so this marking would be done by NCDOT. Mr.
22 Legg added that the request to name the Rogers Lake Road bridge in honor of late Representative
23 Linda Johnson is currently moving through the required submission process.
24

25 Councilmember Dixon requested an update on the previously discussed tribute for Ms. Corinne
26 Cannon. Mr. Legg explained that the effort is still in progress but emphasized that it will largely need
27 to be a grassroots initiative. He noted that while the City can support the project, it is not solely a
28 municipal function and will require coordination with the neighborhood and others to ensure they
29 stay informed and can help guide the effort.
30

31 **SPEAKERS FROM THE FLOOR**

32 Robert Pinkston asked Council to consider adding pickleball courts at the unused former softball field
33 in Centerview. He noted that pickleball is growing in popularity, the site already has parking, restrooms,
34 and a nearby play area, and the location is within walking distance of local schools. He asked the City
35 to conduct a cost analysis and consider the project as an opportunity to expand recreational options for
36 the community.
37

38 Justin Lewter asked for an update on the MLK Jr. Bridge, noting that construction has been inactive and
39 residents deserve an explanation, whether related to the state budget or another issue. He also expressed
40 concern that federal public assistance may end in five days, which would significantly affect many
41 citizens and local grocery stores. He urged the City to establish a plan to help residents if this occurs.
42

43 Zada Jones addressed the Council on accountability, compassion, and leadership, emphasizing the
44 importance of caring for the vulnerable. She highlighted animal welfare, noting overcrowding in local
45 shelters and the struggles of pets waiting for adoption, urging leaders to take action through stronger
46 laws and community support. She also spoke about the need for youth engagement and fair justice after

1 an incident in July where an autistic man was attacked downtown, stressing that communities should
2 act proactively to prevent harm. Drawing on her family's legacy of civic involvement, she called on
3 candidates and leaders to prioritize integrity, action, and compassion over appearances or connections.
4 She closed by urging the City to support families affected by potential government shutdowns,
5 reminding leaders to go beyond expectations to help those in need.

6
7 Chenoa Fernandez addressed Council on the importance of character and family values in leadership.
8 She emphasized that true leaders demonstrate integrity, compassion, and a commitment to community,
9 starting with nurturing and valuing their own families. She encouraged voters to consider how
10 candidates prioritize relationships, community engagement, and listening to the voices of citizens,
11 urging the selection of leaders who foster connection, accountability, and care for all generations in
12 Kannapolis.

13
14 Phil Goodman addressed the Council on public speaking procedures. He emphasized that citizens
15 should have the opportunity to speak before votes are cast, not after, and suggested public comment be
16 allowed at both monthly meetings to accommodate different schedules. He also noted the importance
17 of ensuring speakers are audible and advocated for flexibility in addressing either the full Council or
18 individual members when raising concerns, provided it is done respectfully.

19
20 Jim Quick, a Concord resident, addressed Council regarding the CK Rider system and comments made
21 on Facebook. While he does not pay property taxes in Kannapolis, he enjoys the city's amenities and is
22 concerned about transit efficiency. He noted that the reported 415,000 riders likely reflects annual rides,
23 not residents, and observed that buses often run nearly empty, even during early and late hours. Mr.
24 Quick encouraged exploring alternative transportation options, such as micro-transit systems, to better
25 serve citizens and employees, while emphasizing the importance of respectful dialogue among Council
26 members.

27
28 Angela Hale addressed concerns about the city's planning and code enforcement. She cited three
29 junkyards on Ridge Avenue that appear to be partially addressed despite repeated calls to the planning
30 department. Ms. Hale also criticized the appearance of a new convenience store and the approval
31 process for new homes, noting that recent constructions do not match the neighborhood's aesthetics.
32 She expressed frustration that the planning department seems to approve developments without regard
33 for established neighborhoods, while roads and infrastructure continue to deteriorate. She questioned
34 the department's effectiveness and emphasized the community's growing dissatisfaction with how
35 development and maintenance are handled.

36
37 Tracy McGinnis voiced his concerns regarding individual rights and government regulations. He
38 expressed frustration with fishing, hunting, marriage, and driver's license requirements as he believes
39 they infringe on constitutional freedoms. Mr. McGinnis shared that he returned his driver's license to
40 avoid being "under contract" with the state, citing Fourth Amendment concerns, and noted that he has
41 successfully defended himself in court despite this. He urged City Council or the City attorney to help
42 ensure his rights are recognized, possibly through a document he can carry to demonstrate his position.

43 44 **CLOSED SESSION**

45 Mayor Pro tem Berry made the motion to go into closed session pursuant to N.C.G.S. 143-318.11 (a)
46 (3) to consult with an attorney in order to preserve the attorney client privilege and N.C.G.S. 143.318.11

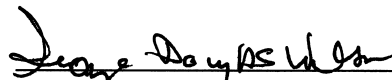
1 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area.
2 Second by Councilmember Wilson and unanimously approved.

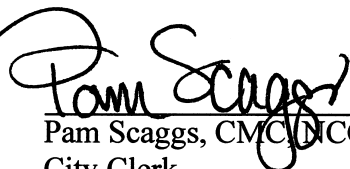
3
4 Council entered Closed Session at 7:20 PM.

5
6 **MOTION TO ADJOURN**

7 There being no further business, Councilmember Dixon made motion to adjourn, second by
8 Councilmember Dayvault, and the motion was unanimously approved.

9
10 The meeting adjourned at 8:18 P.M. on Monday, October 27, 2025.

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George Douglas Wilson, Mayor
City of Kannapolis


Pam Scaggs, CMC, NCCMC
City Clerk



Office of the Mayor

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
“VETERANS DAY”**

WHEREAS, the freedoms and values we hold dear as Americans have been secured through the courage, dedication, and sacrifice of the men and women who have served our country in military uniform, across all branches and roles; and

WHEREAS, the City of Kannapolis recognizes that these veterans, whether they served in times of peace or war, have demonstrated an unwavering commitment to protecting our nation and upholding the ideals of liberty, justice, and democracy; and

WHEREAS, Veterans Day offers all residents of Kannapolis the opportunity to pause and reflect on the immense contributions of our service members, and to express our deepest gratitude to those who have answered the call of duty; and

WHEREAS, we also honor the families of veterans, whose strength, resilience, and support are vital to the readiness and well-being of those in service, and we solemnly remember those who gave their lives in defense of our nation; and

WHEREAS, on this day, the City of Kannapolis proudly joins communities across the country in paying tribute to our veterans and ensuring their sacrifices are never forgotten;

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor together with the Kannapolis City Council, do hereby recognize and proclaim **November 11, 2025**, as **Veterans Day** and encourage all citizens to honor, remember, and give thanks to our Veterans, today and every day.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 27th day of October 2025.

Milton D. Hinnant



Office of the Mayor

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
“BREAST CANCER AWARENESS MONTH”**

WHEREAS, breast cancer is one of the most common cancers among women in the United States, with one in eight women diagnosed in her lifetime, and early detection through regular screenings, self-examinations, and increased awareness significantly improves survival rates and treatment outcomes; and

WHEREAS, breast cancer affects not only those diagnosed but also their families, friends, and communities, reminding us all of the importance of support, compassion and hope; and

WHEREAS, the City of Kannapolis recognizes the vital work of healthcare professionals, researchers, and community organizations who dedicate their efforts to prevention, education, early detection, and compassionate care; and

WHEREAS, during the month of October, communities across the nation unite to honor breast cancer survivors, remember those who have lost their lives to the disease, and support the progress being made toward finding a cure;

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor together with the Kannapolis City Council, do hereby recognize and proclaim October 2025 as

Breast Cancer Awareness Month

and encourage all citizens to participate in local events, wear pink in solidarity and support for those affected by breast cancer, promote early detection, and contribute to efforts that bring us closer to a world without breast cancer.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 27th day of October 2025.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report

October 27, 2025

To: Mayor and City Council
From: Tracy Winecoff, Fire Chief
Subject: Promotional Pinning for Fire Department Members

Recommended Action Requested by City Council

Presentation only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Firefighters to be recognized as follows:

Billy Winecoff is being pinned as Fire Captain.

Matthew Callan is being pinned as Firefighter.

Fiscal Implications

None

Alternate Courses of Action

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report
October 27, 2025

To: Mayor and City Council

From: Kristin Jones, Budget and Strategy Director, Irene Wong, Economic & Community Development Director

Subject: **ORDINANCE** - Budget Amendment #26-24 appropriates CDBG program income to be used for urgent repairs. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve an Ordinance for Budget Amendment #26-24 which appropriates CDBG program income to be used towards urgent repairs.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City has \$5,240 in Community Development Block Grant (CDBG) program income available specifically for urgent repairs. Per HUD regulations, this program income must be fully disbursed on eligible urgent repair activities before any funds from the City's regular (entitlement) CDBG allocations can be expended for the same purpose, ensuring compliance with federal requirements for tracking and prioritizing recaptured funds.

Fiscal Implications

The budget amendment records the revenue and expenses associated with this program income funding.

Alternate Courses of Action

1. Table to a future meeting.
2. Take no action.

Attachments

1. BA #26-24- CDBG Program Income

**CITY OF KANNAPOLIS, NORTH CAROLINA
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
FY 2025-2026 (BA #26-24)**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Budget Ordinance is hereby adopted:

Section 1. The project authorized is the Community Development Block Grant Entitlement Program described in the work statement contained in the Grant Agreement for urgent repair.

Section 2. The City Manager is hereby directed to proceed with the Project with the North Carolina General Statutes, the terms of the Grant document(s) and the budget contained herein.

Section 3. The following program income revenues are anticipated to be available to complete this project:

75000-33350-CDB25 Community Development Block Grant Program Income: \$5,240

Total Revenues: \$5,240

Section 4. The following amount is appropriated for the project:

75000-51965-CDB25: Urgent Repair \$5,240

Total Expenditures: \$5,240

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient specific detailed accounting records to provide for accounting to the City Council grantor agency required by the Grant Agreement(s) and federal and state regulations.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total grant revenues received or claimed.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.

Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Grant Project Budget Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

This Ordinance is approved and adopted this 27th day of October.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 27, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION** - Development Agreement #2025-11 STKR Cannon, LLC (Cannon Manor Amendment) **APPROVED 6 TO 1**

Recommended Action Requested by City Council

1. Hold a public hearing.
2. Motion to adopt the Resolution approving the Ordinance to execute the Development Agreement Amendment.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. Once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project. A Development Agreement adopted by Ordinance is required for most projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is an allocation amendment to a previously approved Development Agreement (included as an attachment) between the City and STKR Cannon, LLC. On June 13, 2022, the City approved a Development Agreement for 31.272 +/- acres consisting of 70 single family residential detached units and further identified as Cabarrus County Parcel Identification Number 46729403380000.

This particular project (Cannon Manor) has seen a demand for a four-bedroom product. The proposed amendment is to increase the sewer allocation by 2,625 gallons per day (GPD) for 35 additional bedrooms in order to accommodate this demand. The Allocation Policy permits this type of request under the Strategic Reserve provision of the policy. The previously approved development agreement for this project was specific only to the number of overall units, not the number of bedrooms. Projections, however, are generally based on an average between two- and three-bedroom projects. Four-bedroom projects require more than the average request, hence the necessity of this amendment.

Fiscal Implications

None.

Alternate Courses of Action

1. Table to a future meeting.
2. Take no action.

Attachments

1. STKR Cannon Public Notice Ad
2. Approved Site Plan
3. DA-2022-01 - Cannon Manor Recorded Development Agreement
4. 2025-71 Resolution approving Ordinance for STKR Cannon, LLC Development Agreement Amendment
5. 2025-80 Ordinance for STKR Cannon, LLC Development Agreement Amendment



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Concord Independent Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: 9KZilqQmo8mKOWrPssWk | **Proof Updated: Oct. 13, 2025 at 12:36pm EDT**
Notice Name: STKR Amendment

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Pam Scaggs
pscaggs@kannapolisnc.gov
(704) 920-4303

FILING FOR

Concord Independent Tribune

Columns Wide: 2

Ad Class: Legals

10/16/2025: General Legal	147.47
10/23/2025: General Legal	147.47
Affidavit Fee	20.00

Total \$314.94

Public Notice

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, October 27, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the amendment of a previously approved Development Agreement between the City of Kannapolis ("City") and STKR Cannon, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer is constructing a residential project on approximately 31.272 +/- acres of real property being further identified as Cabarrus County Tax Parcels ID# Numbers 46729403380000 (the "Property"); and

A copy of the proposed amended Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on October 27, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina
Publication Dates: October 16, 23, 2025. #####

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Jul 05, 2022
AT 12:09 pm
BOOK 16101
START PAGE 0003
END PAGE 0026
INSTRUMENT # 21072
EXCISE TAX \$0.00

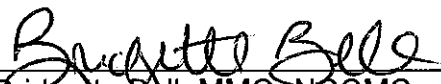
BJW



CERTIFICATE OF RECORDING OFFICER

I, Bridgette Bell, the duly appointed and acting City Clerk for the City of Kannapolis, North Carolina, do hereby certify and acknowledge that the attached is a true and accurate copy of an Ordinance as adopted by the City Council and the Mayor of said City at a regular held meeting held on June 13, 2022, said Ordinance and proceedings having been recorded in Minute Book CXXIII, Volume 123, and are on file and of record in the Office of the City Clerk.

WITNESS my hand and the official seal of the City of Kannapolis, this 27th day of June, 2022.


Bridgette Bell, MMC, NCCMC
City Clerk

SEAL



CITY OF KANNAPOLIS
LEGAL DEPARTMENT
ATTN BECKY BARBEE
401 LAUREATE WAY
KANNAPOLIS NC 28081



62/24.

Ordinance #2022-26

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT

WHEREAS, all of the prerequisites to adoption of this Ordinance prescribed in North Carolina General Statutes 160D-1001 *et seq.* have been met; and

WHEREAS, the City of Kannapolis has taken into consideration the statements presented at the public hearing held on the 13th day of June, 2022 on the proposed Development Agreement; and

WHEREAS, the City Council of the City of Kannapolis has concluded and hereby declares that it is appropriate and desirable for the City of Kannapolis to enter into the Development Agreement.

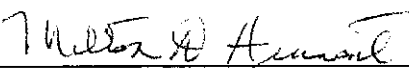
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kannapolis that:

Section 1. The proposed Development Agreement between the City of Kannapolis and STKR Cannon, LLC is hereby approved and ratified and the City Manager is directed to execute the Development Agreement as authorized by City Council to become effective as provided therein.

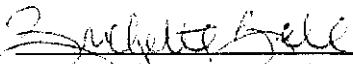
Section 2. The Development Agreement is attached to this Ordinance and is incorporated herein, and this ordinance and the executed Development Agreement shall be spread upon the minutes of this meeting.

Section 3. This Ordinance is effective upon adoption.

Adopted this 13th day of June, 2022.


Milton D. Hinnant, Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

STKR CANNON, LLC, a North Carolina Limited Liability Company

June 13, 2022

**Staff Only:
Approval Section VIB3**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the 15th day of June, 2022 (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and STKR Cannon, LLC, a North Carolina limited liability company (with its successors in interest, (the "Developer"). The City and the Developer are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties".

LEGAL FRAMEWORK

The North Carolina General Statutes ("N.C.G.S.") §160D-1001 through §160D-1012, as it exists on the Effective Date of this Agreement (the "Development Agreement Act"), enables cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that "Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources."

N.C.G.S. 160D-1001(a)(3) provides that "Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development."

N.C.G.S. 160D-1001(a)(4) provides that "Such projects involved substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

N.C.G.S. 160D-1001(a)(5) provides that "Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

N.C.G.S. 160D-1001(a)(6) provides that "To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments."

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly notice public hearing.

N.C.G.S. 160D-1004 provides that "a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size," and that "development agreements shall be of a reasonable term specified in the agreement."

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 31.272 acres and consisting of one (1) parcels denoted by Cabarrus County parcel ID 46729403380000 (collectively hereinafter the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for (description of use and plan) Cannon Manor, a seventy (70) unit single-family residential subdivision.
 - 2. Issuance of two (2) Sewer Allocation Permits, one for each of two phases of sanitary sewer allocation, as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. Construction by Developer of a residential housing development will increase the tax base and provide new housing for the benefit and welfare of the residents of the City; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 - 3. Development of the Property in accordance with the City's Comprehensive Plan.
- F. City staff recommend that this Agreement be approved as a companion item to Zoning Map Amendment #CZ-2020-03.
- G. This Agreement was considered by the Kannapolis City Council at its July 27, 2020, meeting, as part of a public hearing.
- H. Pursuant to N.C.G.S. 160D-105, a public hearing regarding this Agreement was held at the June 13, 2022 meeting of the City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy

of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.

- I. The City Council adopted the following at its meeting on June 13, 2022; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement ("Ordinance"). A copy of the Ordinance is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number CZ-2020-03, and as set forth on Exhibit C hereto.
 - f) "Development Schedule" means the schedule for development as shown in Exhibit D.
 - g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

- h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) "Project" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) "Property Owner" means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes "state action" for any purposes.
- 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of ten (10) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
- 6) Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.

- b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
 - d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
- a) Project Development. Developer covenants that it shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

- a) Developer is seeking the annexation, where applicable, of the Property, approval of Zoning Map Change Case Number Z1900036, and this Development Agreement.
- b) Developer only agrees to the terms of this Agreement if the annexation, where applicable, and Zoning Map Change Case are approved.
- c) The parties understand that Developer seeks approval of (insert zoning district sought) zoning for the Property.
- d) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as provided therein, as follows: (i) an initial Allocation Permit upon the City's approval of this Agreement, for a total of thirty-five (35) single family residences; and (ii) a second Allocation Permit for the additional thirty-five (35) single family residences to be issued on or before December 31, 2024. The two (2) phases for the allocation of public water and sewer treatment for the Development is depicted on Exhibit E.
- e) Developer acknowledges that the Second Allocation Permit will be issued upon the Water and Sewer Authority for Cabarrus County's ("WSACC") completion of the first phase of the expansion project to the Rocky River Regional Wastewater Plant ("RRRWWTP"). Although WSACC's construction of the first phase of expansion of the RRRWWTP has already commenced, the outside completion date of December 2024, as stated above in paragraph 9(d), is based upon information, projections and estimates available to City on the date of this Agreement. The date of issuance of the Second Allocation Permit may vary from this date. However, the Second Allocation Permit will be issued to Developer upon the completion of this first phase of expansion, even if completed subsequent to December 2024. If WSACC abandons the expansion project for RRRWWTP for any reason, the City may further extend the time period for the issuance of the Second Allocation Permit, unless WSACC can provide the necessary, additional wastewater allocation to Developer through other means.

10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.

11) Developer Obligations.

- a) Developer shall develop the property in accordance with the Development Plan, Development Schedule and Matrix Application. Notwithstanding that the allocation of sanitary sewer to the Development shall be issued in two (2) phases, the City acknowledges that for a residential development of this size, and to provide for proper ingress and egress to the Development for fire and emergency services, unit owners and their invitees and guests, Developer shall be permitted to construct the infrastructure improvements for the Development in one, single phase, including, but not limited to, the complete sanitary sewer system for the Development. Developer shall be permitted to construct the entire sanitary sewer system within the Development under the initial Allocation Permit for wastewater, but shall be required to cap off the sewer lateral connections for thirty-five (35) of the seventy (70) units, until such time as the City issues a second Allocation Permit to supply water and sewer treatment will be issued in 2024, subject to the provisions of Paragraph 9) hereinabove.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.

12) Default.

- a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice City may
 - i) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan and this Agreement will be issued.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate ten (10) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.

- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving

this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.

- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager’s Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: wsafrt@kannapolisnc.gov

To the Developer:

STKR Cannon, LLC
201 S.E. 12th Street, Suite 100
Ft. Lauderdale, Florida 33316
Attention: Jeffrey Kronengold
Email: jkronengold@tdondevelopment.com

With copies to:

Johnston Allison Hord
1065 East Moorehead Street
Charlotte, North Carolina 28204
Attention: Brian Schoeck, Esq.
Email: bschoeck@jahlaw.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) Time for Performance. Any reference to "day" or "days" herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the parties on the day and year first above written.

CITY OF KANNAPOLIS

By: Michael B. Legg
Michael B. Legg
City Manager

Attest: Bridgette Bell
Bridgette Bell, MMC, NCCMC
City Clerk

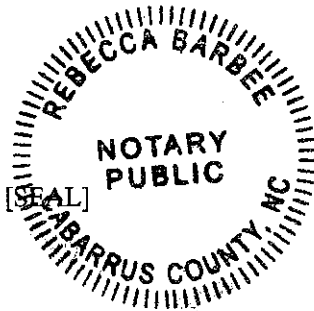
STATE OF NORTH CAROLINA

COUNTY OF Calamus

I, Rebecca Barbée, a Notary Public of the County and State aforesaid, certify that Bridgette Bell personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this 28th day of June, 2022

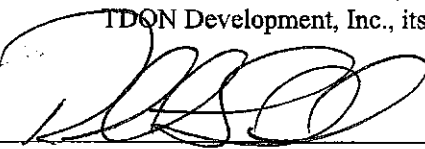
Rebecca Barbée
Notary Public



My commission expires: 10/19/23

STKR CANNON, LLC, by
TDON Development, Inc., its Manager

By: _____



Robert B. Stiegele, Jr., President

STATE OF FLORIDA

COUNTY OF BROWARD

I, Dawn Ferrari, a Notary Public of the County and State aforesaid, certify that Robert B. Stiegele, Jr. personally came before me this day and acknowledged that (s)he is President of TDON Development, Inc., the Manager of STKR Cannon, LLC, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Robert B. Stiegele, President.

Witness my hand and notarial seal, this 21st day of June, 2022.

[SEAL]



Dawn Ferrari
Notary Public

My commission expires: _____

EXHIBIT A

Ordinance

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the "Act"), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes, and

WHEREAS, the City of Kannapolis ("City") and STKR Cannon, LLC, a North Carolina limited liability company ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on June 13, 2022 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement:

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the "Development Agreement"), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 13th day of June, 2022.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A COMPUTED POINT IN THE CENTERLINE OF S.R. 1602, A.K.A. JIM JOHNSON ROAD, SAID POINT OF BEGINNING BEING A COMMON CORNER WITH DANIEL AND KIMBERLY CROW (DEED BOOK 8138, PAGE 226) AND RUNS THENCE WITH CROWES NORTHERN LINE THE FOLLOWING (4) FOUR CALLS: 1) N 74°25'12" W a distance of 19.99' to a #5 REBAR FOUND; 2) N 74°25'12" W a distance of 251.09' to a #5 REBAR FOUND; 3) N 65°37'11" W a distance of 81.63' to a #5 REBAR FOUND; 4) N 65°37'11" W a distance of 391.80' to a #5 REBAR FOUND. THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING (4) FOUR CALLS: 1) S 23°13'18" W a distance of 123.74' to a #4 REBAR FOUND; 2) N 66°51'57" W a distance of 65.71' to An axle found; 3) S 23°33'47" W a distance of 242.44' to a 1/2" REBAR FOUND; 4) S 23°33'47" W a distance of 249.39' to a #5 REBAR FOUND ON THE COMMON LINE WITH THE WATERFORD ON THE ROCKY RIVER HOMEOWNERS ASSOCIATION PROPERTY AS RECORDED IN BOOK 13515, PAGE 124 IN THE CABARRUS COUNTY PUBLIC REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING (3) THREE CALLS: 1) N 72°32'14" W a distance of 190.15' to a #5 REBAR FOUND; 2) N 72°32'14" W a distance of 930.89' to a 1" pipe found (PASSING A 1/2" PIPE AT 100.57' AND A 3/4" PIPE AT 599.91'); 3) N 72°32'14" W a distance of 10.00' to a POINT IN THE CENTERLINE OF A CREEK. THENCE LEAVING SAID COMMON LINE AND ALONG SAID CENTERLINE OF CREEK THE FOLLOWING (3) THREE CALLS: 1) N 08°51'31" E a distance of 127.59' to a POINT; 2) N 04°17'30" E a distance of 139.99' to a POINT; 3) N 09°38'30" E a distance of 275.98' to a POINT ON THE COMMON LINE WITH THE MCDOWELL SETH ALAN PROPERTY AS RECORDED IN BOOK 15489, PAGE 143 IN AFORESAID PUBLIC REGISTRY. THENCE THE CENTERLINE OF THE CREEK AND ALONG SAID COMMON LINE THE FOLLOWING (2) TWO CALLS: 1) N 85°16'30" E a distance of 15.00' to a 1/2" REBAR FOUND; 2) N 85°16'30" E a distance of 1708.45' to An Iron set ON THE COMMON LINE WITH THE LUISA C. BEARD PROPERTY. THENCE WITH SAID COMMON LINE THE FOLLOWING (3) THREE CALLS: 1) S 04°51'03" E a distance of 297.28' to An iron set; 2) S 80°03'48" E a distance of 375.13' to an Iron set; 3) S 80°03'48" E a distance of 30.03' to a POINT IN THE CENTERLINE OF JIM JOHNSON ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY). THENCE ALONG SAID CENTERLINE THE FOLLOWING (4) FOUR CALLS: 1) S 14°02'53" W a distance of 55.83' to a POINT; 2) S 19°34'42" W a distance of 188.26' to a POINT; 3) S 19°34'42" W a distance of 21.46' to a POINT; 4) S 23°35'08" W a distance of 144.75' to a THE POINT AND PLACE OF BEGINNING, CONTAINING 1,362,206 SQ.FT. OR 31.272 ACRES, MORE OR LESS, ALL AS SHOWN ON SURVEY BY LAWRENCE J. WHITAKER OF GPA PROFESSIONAL LAND SURVEYORS DATED DECEMBER 7, 2021.

EXHIBIT C

Development Plan

**[DEVELOPMENT PLAN TO BE INSERTED AFTER
CITY COUNCIL APPROVAL]**

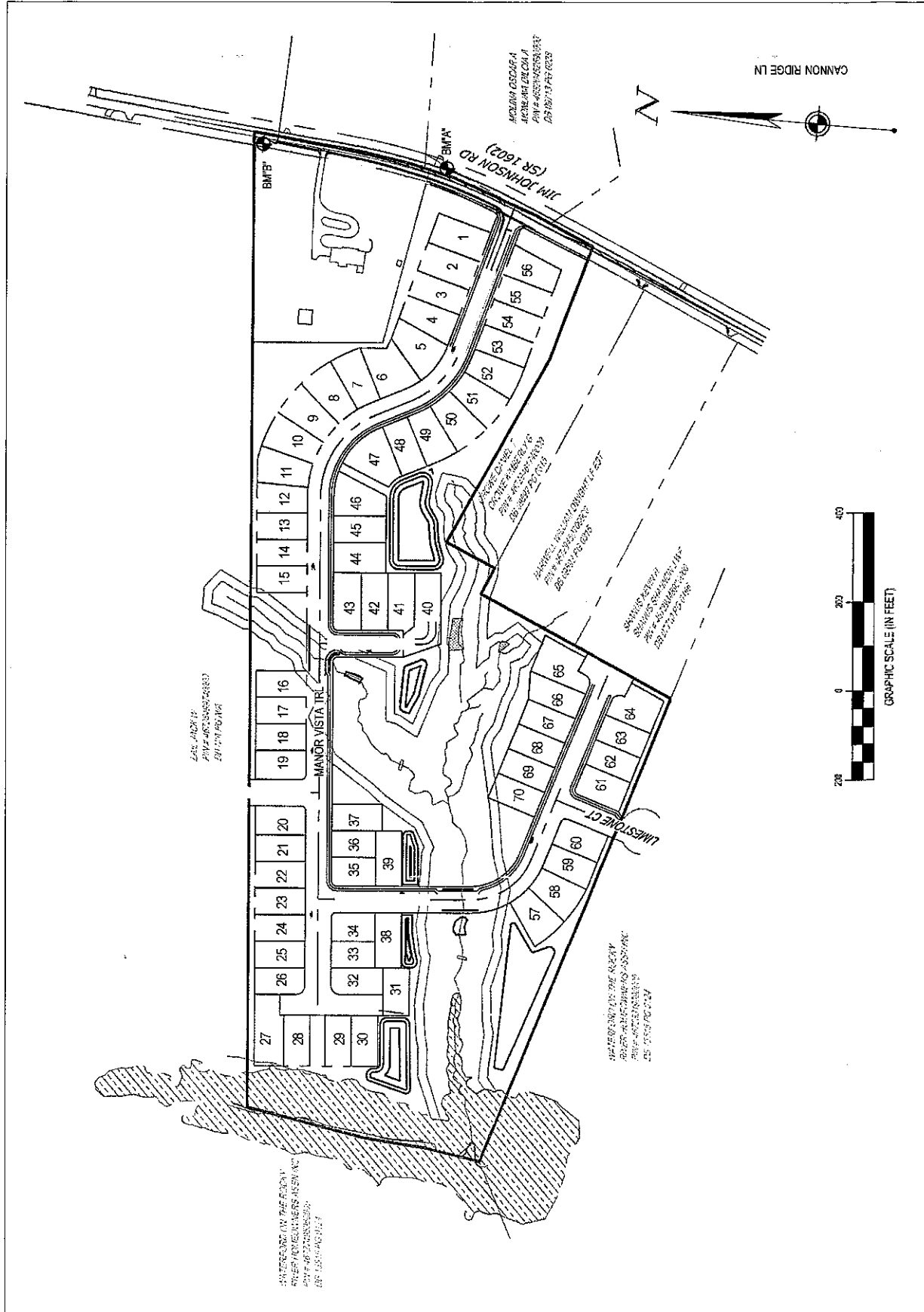


EXHIBIT D

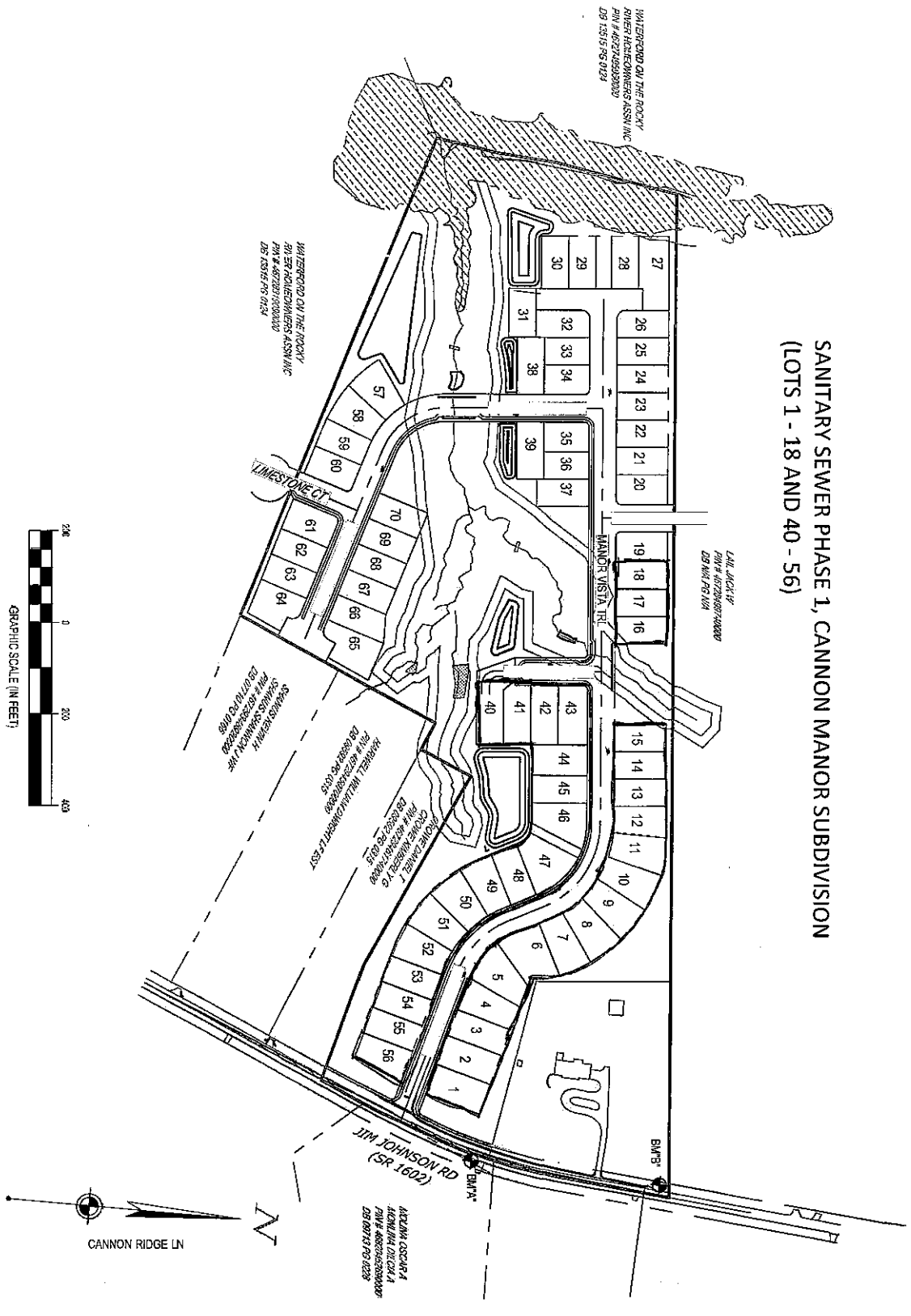
**Development Schedule and
Public Facilities Schedule/Scope of Work**

1. Development of a seventy (70) unit single-family residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction Documents for Cannon Manor.
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before December 31, 2027 but such construction shall not be an obligation of Developer. If the issuance of the Second Allocation Permit as provided for in the Development Agreement is extended, the Development of the Project is anticipated to be completed at a future date which may not be determined until the issuance of a Second Allocation Permit is determined.

EXHIBIT E

Sanitary Sewer Phasing Plan

SANITARY SEWER PHASE 1, CANNON MANOR SUBDIVISION (LOTS 1 - 18 AND 40 - 56)



WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 462748890000
DS 15315 PG 0124

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 462748890000
DS 15315 PG 0124

LAL JACK IV
PIN # 462748890000
DS 15315 PG 0124

LIMESTONE CT

MANOR VISTA TR

ROCKING JANEY LN
PIN # 462748890000
DS 15315 PG 0124

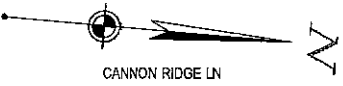
SHAWNEE CREEK
PIN # 462748890000
DS 15315 PG 0124

JIM JOHNSON RD
(SR 1602)

ARLON OSCAR A
PIN # 462748890000
DS 15315 PG 0124



GRAPHIC SCALE (IN FEET)



CANNON RIDGE LN

TRAILING IVY WAY

CANNON RIDGE LN

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 46127195950000
DB 13515 PG 0124



LIMESTONE CT

JIM JOHNSON
(SR. 1602)

MOCLINA OSCARA
MOCLINA DILCIA A
PIN# 46820452680000
DB 09713 PG 0223

LAL MCK W/
PIN# 46728498740000
DB N/A PG N/A

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PO BOX 467287 DENVER CO 80246
DB 13516 PG 0124

J. KEVIN H.
 SAUNDERS SHANNON J. HYS
 PM# 457234-1802000
 DB 0710 PG 0165

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4:30 AM - 5:00 AM
5:00 AM - 5:30 PM

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-09-2002 BY 60322 PG 0815

CANNON RIDGE LN

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
STKR CANNON, LLC.**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and STKR Cannon, LLC., a North Carolina limited liability company, (the “Developer”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on October 27, 2025, in accordance with N.C.G.S. §160D-1003 et seq; and

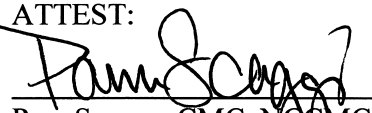
WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

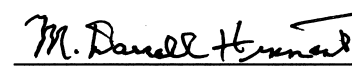
NOW, THEREFORE, BE IT RESOLVED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement by the attached Ordinance.
2. The City approves the First Amendment to Development Agreement and hereby authorizes the City Manager to execute and deliver said agreement, including any and all necessary documents to effectuate the intent thereof. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.
3. This Resolution is effective upon adoption.

Adopted this 27th day of October 2025.

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk


M. Darrell Hinnant, Mayor
City of Kannapolis

**AN ORDINANCE TO AMEND THE DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**THE CITY OF KANNAPOLIS
AND
STKR CANNON, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and STKR Cannon, LLC, a North Carolina limited liability company (“Developer”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

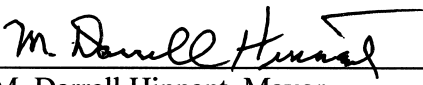
WHEREAS, a public hearing on the First Amendment to Development Agreement was held on October 27, 2025, in accordance with N.C.G.S. §160D-1003 *et seq.*; and

WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

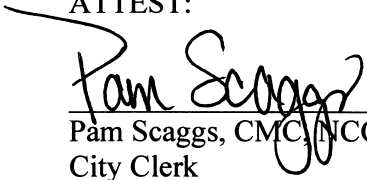
1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement and authorizes the City Manager to execute the same.
2. This Ordinance is effective upon adoption.

Adopted this 27th day of October 2025.



M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

October 27, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION** - Development Agreement #2025-12 Lennar Carolinas, LLC (Summerlyn Village Amendment) **APPROVED 6 TO 1**

Recommended Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to adopt the Resolution approving the Ordinance to execute the Development Agreement Amendment.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. Once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project. A Development Agreement adopted by Ordinance is required for most projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is an amendment to a previously approved Development Agreement (included as an attachment) between the City and Lennar Carolinas, LLC (previously Summerlyn Partners, LLC). On June 13, 2022, the City approved a Development Agreement for 133.74 +/- combined acres consisting of Cabarrus County Parcel Identification Numbers 56037801890000, 56036995680000 and 56036619170000. This project is a proposed residential development consisting of 220 single-family detached homes and 152 attached homes (townhomes).

This particular project (Summerlyn Village) has seen a demand for the inclusion of a four-bedroom product. The proposed amendment is to increase the sewer allocation by 14,720 gallons per day (GPD) for 196 additional bedrooms in order to accommodate this demand. The Allocation Policy permits this type of request under the Strategic Reserve provision of the policy. The previously approved development agreement for this project was specific only to the number of overall units, not the number of bedrooms. Projections, however, are generally based on an average between two- and three-bedroom projects. Four-bedroom projects require more than the average request, hence the

necessity of this amendment. The previous allocation approved for this project was for broken up into three phases over five years for a total allocation of 89,280 GPD.

Fiscal Implications

None

Alternate Courses of Action

1. Table to a future meeting.
2. Take no action.

Attachments

1. Lennar Carolinas Public Notice Ad
2. DA-2022-05 Development Agreement (FINAL)
3. Approved Site Plan
4. 2025-72 Resolution approving Ordinance for Lennar Carolinas, LLC Development Agreement Amendment
5. 2025-81 Ordinance for Lennar Carolinas LLC Development Agreement Amendment



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Concord Independent Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: lMNgSd1xZvfORC6TCc1 | **Proof Updated: Oct. 13, 2025 at 12:37pm EDT**
Notice Name: Lennar Carolinas Amendment

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Pam Scaggs pscaggs@kannapolisnc.gov (704) 920-4303	Concord Independent Tribune

Columns Wide: 2	Ad Class: Legals
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10/16/2025: General Legal	151.86
10/23/2025: General Legal	151.86
Affidavit Fee	20.00

Total	\$323.72
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PUBLIC NOTICE

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, October 27, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the amendment of a previously approved Development Agreement between the City of Kannapolis ("City") and Lennar Carolinas, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer is constructing a residential (single family homes and townhomes) project on approximately 133.74 +/- acres of real property being further identified as Cabarrus County Tax Parcels ID# Numbers 5603780189, 5603699568, and 5603661917 (the "Property"); and

A copy of the proposed amended Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on October 27, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina
Publication Dates: October 16, 23, 2025. #####



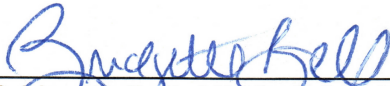
CERTIFICATE OF RECORDING OFFICER

I, Bridgette Bell, the duly appointed and acting City Clerk for the City of Kannapolis, North Carolina, do hereby certify and acknowledge that the attached is a true and accurate copy of an Ordinance as adopted by the City Council and the Mayor of said City at a regular held meeting held on June 13, 2022 said Ordinance and proceedings having been recorded in Minute Book CXXIV Volume 124, and are on file and of record in the Office of the City Clerk.

WITNESS my hand and the official seal of the City of Kannapolis, this 13th day October, 2022.



SEAL



Bridgette Bell, MMC, NCCMC
City Clerk

Ordinance #2022-28

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT

WHEREAS, all of the prerequisites to adoption of this Ordinance prescribed in North Carolina General Statutes 160D-1001 *et seq.* have been met; and

WHEREAS, the City of Kannapolis has taken into consideration the statements presented at the public hearing held on the 13th day of June, 2022 on the proposed Development Agreement; and

WHEREAS, the City Council of the City of Kannapolis has concluded and hereby declares that it is appropriate and desirable for the City of Kannapolis to enter into the Development Agreement.

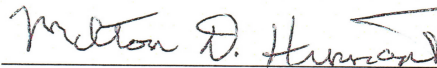
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kannapolis that:

Section 1. The proposed Development Agreement between the City of Kannapolis and Summerlyn Partners, LLC is hereby approved and ratified, and the City Manager is directed to execute the Development Agreement as authorized by City Council to become effective as provided therein.

Section 2. The Development Agreement is attached to this Ordinance and is incorporated herein, and this ordinance and the executed Development Agreement shall be spread upon the minutes of this meeting.

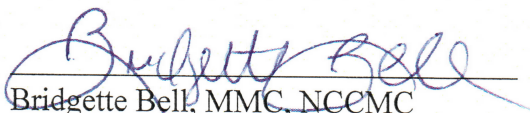
Section 3. This Ordinance is effective upon adoption.

Adopted this 13th day of June, 2022.



Milton D. Hinnant, Mayor City
of Kannapolis

ATTEST:



Bridgette Bell, MMC, NCCMC
City Clerk

Version 2
June 1, 2022

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
SUMMERLYN PARTNERS, LLC**

Date: June 13, 2022

Project: Summerlyn Village

**Staff Only:
Allocation Approval by Section VIB3**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the 13 day of June, 2022 (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”) and Summerlyn Partners, LLC, a Georgia limited liability company authorized to do business in North Carolina (with its successors in interest, (the “Developer”). The project (“Project”) is known as Summerlyn Village. The City and the Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties”.

LEGAL FRAMEWORK

The North Carolina General Statutes (“N.C.G.S.”) §160D-1001 through §160D-1012, as it exists on the Effective Date of this Agreement (the “Development Agreement Act”), enables cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that “Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.”

N.C.G.S. 160D-1001(a)(3) provides that “Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development.”

N.C.G.S. 160D-1001(a)(4) provides that “Such projects involved substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”

N.C.G.S. 160D-1001(a)(5) provides that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

N.C.G.S. 160D-1001(a)(6) provides that “To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments.”

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly notice public hearing.

N.C.G.S. 160D-1004 provides that “a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size,” and that “development agreements shall be of a reasonable term specified in the agreement.”

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 13374 acres and consisting of three (3) parcels denoted by Cabarrus County parcel ID's 5603-78-0189, 5603-69-9568, and 5603-66-1917 (collectively hereinafter the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for 220 single family detached homes, 152 attached homes (townhomes), and all associated public (City of Kannapolis) roadways, sidewalks, water and sewer utilities (including capacity and allocation to serve the project).
 - 2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. The residential development proposed will increase the City tax base and provide new housing for the benefit and welfare of City residents; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 - 3. Development of the Property in accordance with the City's Comprehensive Plan.
- F. City staff recommend that this Agreement be approved as a companion item to Zoning Map Amendment #CZ-2019-05.
- G. This Agreement was considered by the Kannapolis Planning commission at its January 8th, 2020, meeting, as part of a public hearing on zoning case #CZ-2019-05.

- H. Pursuant to N.C.G.S. 160D-105, a public hearing regarding this Agreement was held at the June 13, 2022 meeting of the City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.
- I. The City Council adopted the following at its meeting on January 8th, 2020; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement ("Ordinance"). A copy of the Ordinance is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number CZ-2019-05, and as set forth on Exhibit C hereto.
 - f) "Development Schedule" means the schedule for development as shown in Exhibit D.

- g) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) “Property Owner” means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
- 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of five 5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.

6) Applicable Regulations.

- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
- b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
- c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
- d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

7) Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

8) Project Development.

- a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a

text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

- a) Developer is seeking the annexation, where applicable, of the Property, approval of Zoning Map Change Case Number CZ-2019-05 and this Development Agreement.
- b) Developer only agrees to the terms of this Agreement if the annexation, where applicable, and Zoning Map Change Case are approved.
- c) The parties understand that Developer seeks approval of _____ zoning for the Property.
- d) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as follows: (i) an initial Allocation Permit upon the City's approval of this Agreement for a total of one hundred (100) single family residences (24,000 gpd); (ii) a supplemental Allocation Permit ("Supplemental Allocation Permit") for an additional two hundred twenty-two (222) single family residences to be issued on or before December 31, 2024 (53,280 gpd); and (iii) a Supplemental Allocation Permit for an additional fifty (50) single family residences to be issued on or before December 31, 2027 (12,000 gpd)
- e) Developer acknowledges that the Supplemental Allocation Permits are anticipated to be issued based upon information, projections and estimates available to City on the date of this Agreement Final Supplemental Allocation Permits may vary from the current amounts and may be rescinded.

10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.

11) Developer Obligations.

- a) Developer shall develop the property in accordance with the Development Plan and Development Schedule and Matrix Application.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.
- c) Developer shall develop the property in accordance with the Development Plan and Development Schedule. Provided, however, the allocation of sanitary sewer to the Development shall be issued in three (3) phases. City acknowledges that for a residential development of this size, and to provide for proper ingress and egress to the Development for fire and emergency services, unit owners and their invitees and guests, Developer shall be permitted to construct the infrastructure improvements for the Development in one, single phase, including, but not limited to, the complete sanitary sewer system for the Development. Developer shall be permitted to construct the entire sanitary sewer system within the Development under the initial Allocation Permit for wastewater, but shall be required to cap off the sewer lateral connections as each phase is completed.

12) Default.

- a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice City may
 - i) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan and this Agreement will be issued.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").

- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.

- i) Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this

subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager's Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: wsafrit@kannapolisnc.gov

To the Developer:

Summerlyn Partners, LLC
c/o George E. Harvey, III
810 Sanders Road, Suite A
Cummings, Georgia 30041
Email: geeharvey@cotprop.com

With copies to:

Lennar Carolinas, LLC
c/o Mark Henninger
6701 Carmel Road, Suite 425
Charlotte, North Carolina 28226
Email: markhenninger@lennar.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) Time for Performance. Any reference to "day" or "days" herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.

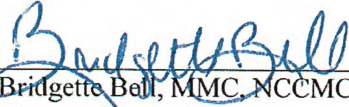
- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the parties on the day and year first above written.

CITY OF KANNAPOLIS

By: 
Michael B. Legg
City Manager

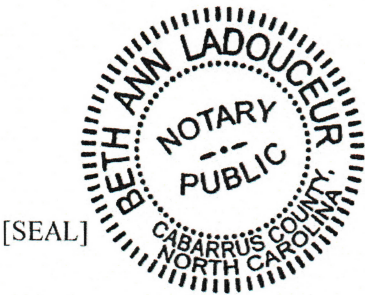
Attest: 
Bridgette Bell, MMC, NCCMC
City Clerk

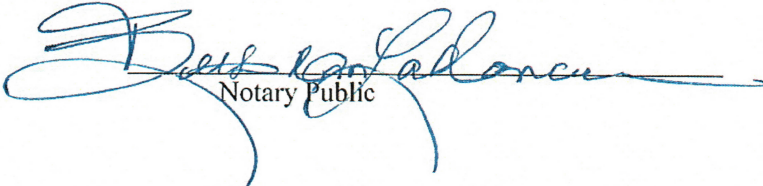
STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Beth Ann Ladouceur, a Notary Public of the County and State aforesaid, certify that Bridgette Bell personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this 11th day of July, 2022




Notary Public

My commission expires: 2/28/2027

Summerlyn Partners, LLC

By: _____

Title: _____

George E. Harvey III
President

Georgia
STATE OF ~~NORTH CAROLINA~~

COUNTY OF Forsyth

I, Lindsey Henderson, a Notary Public of the County and State aforesaid, certify that George E. Harvey, III personally came before me this day and acknowledged that (s)he is President of Summerlyn Partners, , and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by _____.

Witness my hand and notarial seal, this 19th day of July, 2022

Lindsey Henderson
Notary Public

[SEAL]

My commission expires: _____

9/16/2025



EXHIBIT A

Ordinance

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND
SUMMERLYN PARTNERS, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the "Act"), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes, and

WHEREAS, the City of Kannapolis ("City") and Summerlyn Partners, LLC ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on June 13, 2022 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement:

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the "Development Agreement"), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 13th day of June, 2022.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

LEGAL DESCRIPTION (AS SURVEYED)

TRACT 1:

BEGINNING AT A 1" AXLE FOUND ON THE COMMON CORNER WITH THE ALICE PARK BAILEY PROPERTY, SAID AXLE ALSO BEING N61°53'22"W A DISTANCE OF 11415.51' FROM NCGS MONUMENT "NCRR CB M350 3", SAID MONUMENT HAVING NC GRID COORDINATES OF N:633,966.56' AND E:1,515,931.81'. THENCE FROM SAID COMMON CORNER AND POINT OF BEGINNING THE FOLLOWING TWELVE (12) CALLS: 1) S 77°52'53" E A DISTANCE OF 555.27' TO AN IRON FOUND; 2) N 63°16'36" E A DISTANCE OF 279.29' TO A #7 REBAR FOUND; 3) S 89°56'31" E A DISTANCE OF 264.48' TO A 1" PIPE FOUND; 4) N 51°02'10" E A DISTANCE OF 703.29' TO AN IRON FOUND ON THE COMMON CORNER WITH THE LYNN WILEY & SHANE S. FESPERMAN PROPERTY RECORDED IN BOOK 1515, PAGE 50; 5) S 02°34'29" E A DISTANCE OF 341.45' TO AN IRON FOUND; 6) S 02°42'54" E A DISTANCE OF 511.33' TO A NAIL FOUND AT BASE OF 1/2" PIPE; 7) S 17°57'47" E A DISTANCE OF 198.40' TO A 3/8" PIPE FOUND; 8) S 70°25'32" W A DISTANCE OF 36.45' TO AN IRON SET; 9) S 06°50'31" E A DISTANCE OF 163.48' TO AN IRON SET; 10) N 69°13'19" E A DISTANCE OF 330.66' TO AN IRON FOUND; 11) N 69°34'30" E A DISTANCE OF 335.68' TO A 1/2" PIPE FOUND ON THE EASTERLY MARGIN OF RAINBOW DRIVE; 12) N 69°34'30" E A DISTANCE OF 12.82' TO A POINT IN THE CENTERLINE OF SAID RAINBOW DRIVE. THENCE ALONG SAID CENTERLINE OF RAINBOW DRIVE S 15°09'42" E A DISTANCE OF 122.22' TO A POINT. THENCE LEAVING SAID CENTERLINE S 75°10'13" W A DISTANCE OF 38.06' TO A CONCRETE MONUMENT FOUND ON SAID EASTERLY MARGIN OF RAINBOW DRIVE. THENCE FROM SAID CONCRETE MONUMENT THE FOLLOWING FOURTEEN (14) CALLS: 1) S 12°51'34" E A DISTANCE OF 148.28' TO A CONCRETE MONUMENT FOUND ON SAID EASTERLY MARGIN; 2) S 15°15'04" E A DISTANCE OF 209.31' TO A POINT; 3) S 31°31'19" E A DISTANCE OF 81.29' TO A POINT; 4) S 11°56'47" E A DISTANCE OF 38.49' TO A POINT; 5) S 08°27'19" E A DISTANCE OF 335.00' TO A POINT IN THE CENTERLINE OF IRISH BUFFALO CREEK; 6) CONTINUING ALONG SAID CENTERLINE OF CREEK S 14°08'18" W A DISTANCE OF 397.70' TO A POINT; 7) S 15°50'28" W A DISTANCE OF 167.57' TO A POINT; 8) S 12°19'53" W A DISTANCE OF 108.67' TO A POINT; 9) S 10°53'06" W A DISTANCE OF 111.39' TO A POINT; 10) S 20°58'43" W A DISTANCE OF 114.16' TO A POINT; 11) S 21°17'02" W A DISTANCE OF 121.09' TO A POINT; 12) S 33°45'00" W A DISTANCE OF 111.47' TO A POINT; 13) S 13°33'29" W A DISTANCE OF 114.42' TO A POINT 15) S 18°25'18" W A DISTANCE OF 93.80' TO AN IRON SET ON THE NORTHERLY MARGIN OF MOORESVILLE ROAD (A 60' PUBLIC RIGHT-OF-WAY). THENCE ALONG SAID NORTHERLY MARGIN 84°11'59" W A DISTANCE OF 178.44' TO AN IRON SET. THENCE LEAVING SAID NORTHERLY MARGIN THE FOLLOWING FIVE (5) CALLS: 1) N 08°03'40" E A DISTANCE OF 476.87' TO AN IRON FOUND; 2) N 88°47'38" W A DISTANCE OF 1280.96' TO AN IRON FOUND; 3) N 89°04'09" W A DISTANCE OF 397.71' TO AN IRON FOUND; 4) S 88°59'24" W A DISTANCE OF 181.96' TO A 3/4" PIPE FOUND; 5) S 04°37'48" E A DISTANCE OF 356.28' TO AN IRON SET ON SAID NORTHERLY MARGIN OF MOORESVILLE ROAD. THENCE ALONG SAID NORTHERLY MARGIN N 86°56'06" W A DISTANCE OF 119.06' TO AN IRON SET. THENCE LEAVING SAID NORTHERLY MARGIN OF MOORESVILLE ROAD THE FOLLOWING SEVEN (7) CALLS: 1) N 04°00'17" W A DISTANCE OF 350.13' TO AN IRON FOUND; 2) N 87°21'25" W A DISTANCE OF 136.32' TO AN

IRON FOUND; 3) N 02°02'26" E A DISTANCE OF 133.92' TO AN IRON FOUND; 4) N 02°36'31" E A DISTANCE OF 475.15' TO AN IRON FOUND; 5) N 02°35'08" E A DISTANCE OF 747.19' TO AN ANGLE IRON FOUND (PASSING A 1" BAR FOUND AT 236.21'); 6) N 55°44'03" E A DISTANCE OF 73.67' TO AN ANGLE IRON FOUND; 7) N 01°15'03" W A DISTANCE OF 789.03' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 5,174,371 SQUARE FEET OR 118.788 ACRES, MORE OR LESS.

TRACT 2:

BEGINNING AT AN IRON FOUND ON THE SOUTHEASTERLY CORNER OF THE ALICE PARK BAILEY PROPERTY, SAID IRON ALSO BEING S 77°52'53" E A DISTANCE OF 555.27' FROM A 1" AXLE FOUND ON THE COMMON CORNER WITH THE CORNELL PARKS PROPERTY. THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING NINE (9) CALLS: 1) N 29°36'24" W A DISTANCE OF 594.93' TO A #5 REBAR FOUND (PASSING A #5 REBAR FOUND AT 339.64'); 2) N 82°57'33" E A DISTANCE OF 1725.35' TO AN IRON FOUND ON THE WESTERLY MARGIN OF RAINBOW DRIVE (PASSING AN IRON FOUND AT 944.70'); 3) N 82°59'34" E A DISTANCE OF 23.12' TO A POINT IN THE CENTERLINE OF SAID RAINBOW DRIVE; 4) ALONG SAID CENTERLINE S 19°40'09" E A DISTANCE OF 100.07' TO A POINT; 5) LEAVING SAID CENTERLINE S 80°26'30" W A DISTANCE OF 22.91' TO AN IRON SET ON SAID WESTERLY MARGIN OF RAINBOW DRIVE; 6) LEAVING SAID WESTERLY MARGIN S 80°26'30" W A DISTANCE OF 397.18' TO AN IRON FOUND; 7) S 51°02'10" W A DISTANCE OF 703.29' TO A 1" PIPE FOUND; 8) N 89°56'31" W A DISTANCE OF 264.48' TO A #7 REBAR FOUND; 9) S 63°16'36" W A DISTANCE OF 279.29' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 542,712 SQUARE FEET OR 12.459 ACRES, MORE OR LESS.

TRACT 3:

BEGINNING AT AN IRON SET ON THE NORTHERLY MARGIN OF MOORESVILLE ROAD (A 60' PUBLIC RIGHT-OF-WAY), SAID IRON ALSO BEING S 86°56'06" E A DISTANCE OF 119.06' FROM THE SOUTHEASTERLY CORNER OF THE KACEY W. & PATRICK H. MCVAY PROPERTY RECORDED IN BOOK 11007, PAGE 137. THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FOUR (4) CALLS: 1) N 04°37'48" W A DISTANCE OF 356.28' TO A 3/4" PIPE FOUND; 2) N 88°59'24" E A DISTANCE OF 181.96' TO AN IRON FOUND; 3) S 03°49'16" E A DISTANCE OF 368.66' TO AN IRON SET ON THE NORTHERLY MARGIN OF MOORESVILLE ROAD; 4) ALONG SAID NORTHERLY MARGIN N 86°56'06" W A DISTANCE OF 177.99' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 64,922 SQUARE FEET, 1.490 ACRES, MORE OR LESS.

EXHIBIT C

Development Plan

See next page insert



McADAMS
The John B. McAdams Company, Inc.
3430 Gerington Way
Charlotte, NC 28227
Phone 704.527.0200
Fax 704.527.0209
E-mail: jbm@mcadamsco.com
www.mcadamsco.com

CLIENT
LENNAR CAROLINA, LLC
4701 CANINE ROAD, SUITE 425
CHARLOTTE, NORTH CAROLINA 28226
PHONE: 704.567.2388

LENNAR

SUMMERLYN VILLAGE CONSTRUCTION DRAWINGS MOORESVILLE ROAD KANNAPOLIS, NORTH CAROLINA, 28081



REVISIONS
NO. 2407
1 10.11.2017 40-100 LRP FOR CITY COMMENTS

PLAN INFORMATION
PROJECT NO. LRP-10000
FIRM/DATE LRP-10000-04-01
DRAWN BY JBM
CHECKED BY JBM
SCALE 1"=200'
DATE 11.16.2017
SHEET

OVERALL SITE PLAN
C2.00



EXISTING CONDITIONS LEGEND

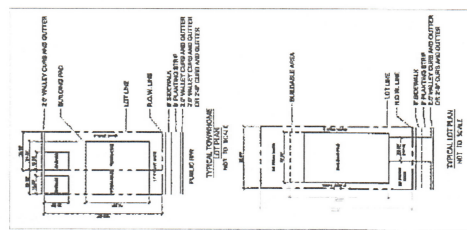
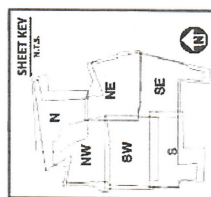
SAWYER'S CORP. & ASSOCIATES
WATER VALVE
WATER LATER
FIRE HYDRANT
TELEPHONE POCKET
TELEPHONE MANHOLE
WATER METER
LIGHT POLE
POWER POLE
CLAND MEET
STORM DRAINAGE MANHOLE
ROAD OPENING MARKER
WATER METER
WATER VALVE
FIRE HYDRANT
TELEPHONE POCKET
TELEPHONE MANHOLE
WATER METER
LIGHT POLE
POWER POLE
CLAND MEET
STORM DRAINAGE MANHOLE
ROAD OPENING MARKER

SITE LEGEND

WATER DIRECTION ARROW
PROPERTY LINE
EXISTING LOT LINE
LOT LINE
STORM LINE
LANDSCAPE LINE
CONTRACTOR
FURN. FLOODWAY
WETLANDS
OPEN SPACE
STORM BUTTER
ACCESSIBLE DRIVE
TYPE (1) TYPE (2) TYPE (3)



VICINITY MAP
N.T.S.



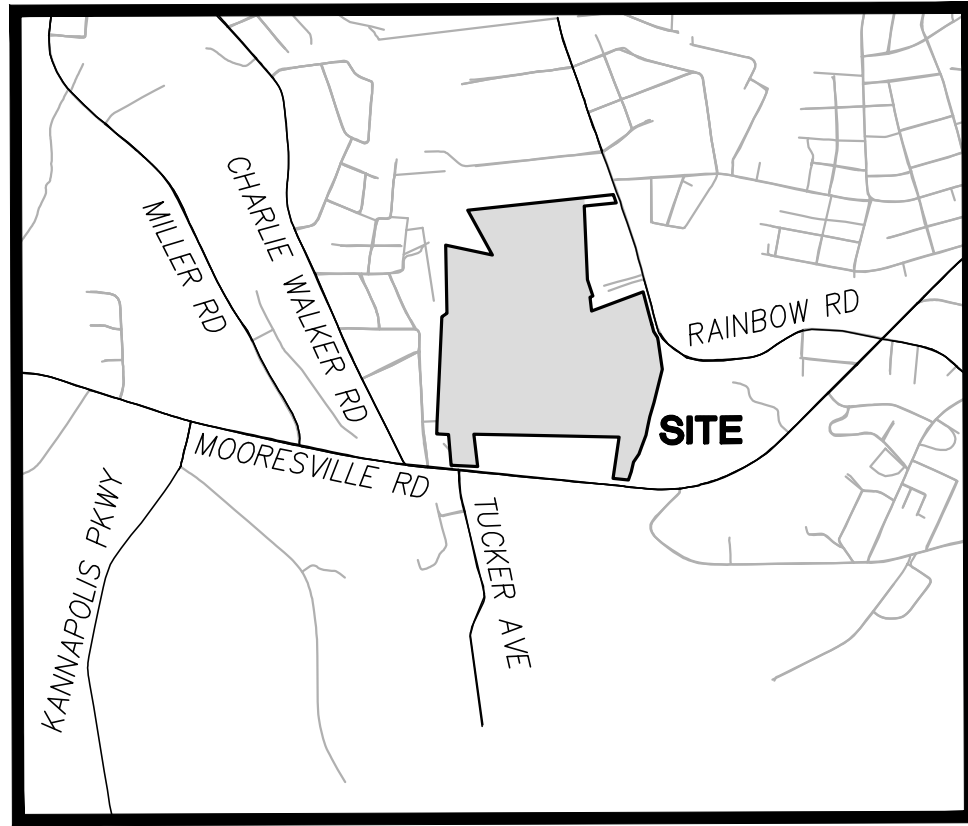
GENERAL NOTES:
1. EXISTING CONDITIONS ARE SHOWN FOR THE PROPOSED CROSS SECTIONS AND WALKER TOWN MAPS.
2. SEE SHEET C2.00 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NORTH CAROLINA CONSTRUCTION CODES AND SPECIFICATIONS AND NCDO STANDARD DRAWINGS.
4. CONTRACTOR SHALL NOTIFY NCSTC (919.416.1100) AT LEAST 10 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED.
5. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF NCSTC.
6. THE CITY MAY DISAPPROPRIATE TO THE ENGINEER'S DISCRETION.



EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of 220-three-bedroom single family residential units and 152-three-bedroom townhome units in a residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction Documents for Summerlyn Village. Sewer allocation is projected with 26.9% (100 lots) in 2022, 36.5% (136 lots) in 2024, and 36.5% (136 lots) in 2027.
2. Comply with the requirements of Section VI. "General Conditions" Subsection B of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before July 1, 2027 but such construction shall not be an obligation of Developer.
4. Developer must provide sufficient surety for LOMR subject to approval by FEMA.

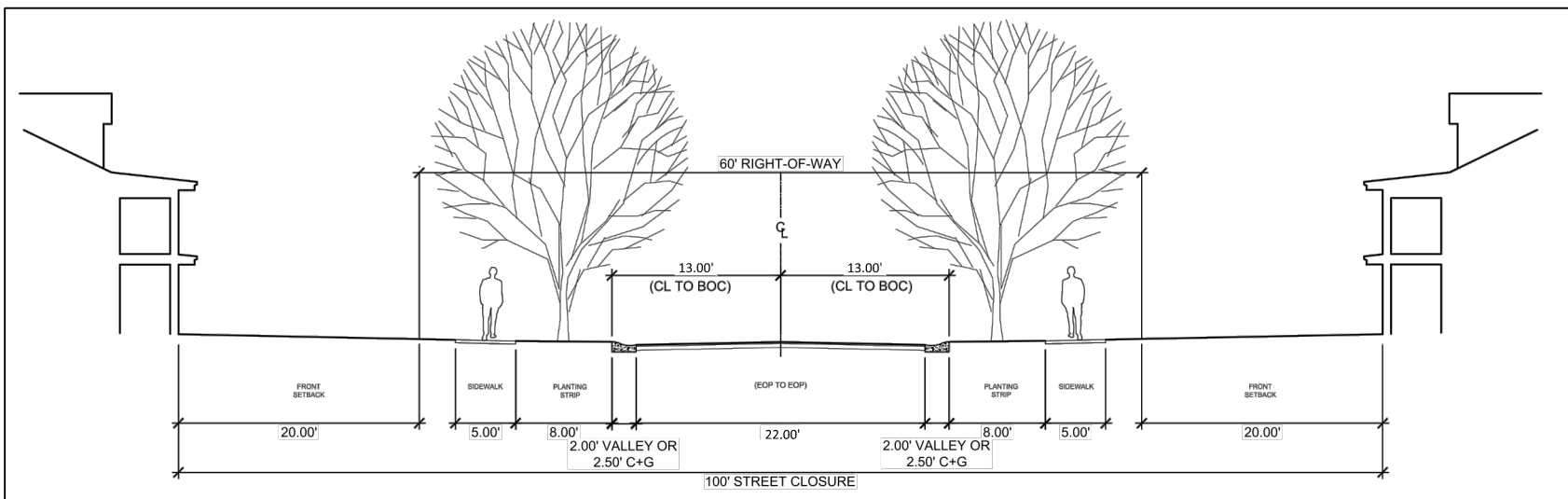


VICINITY MAP

N.T.S.

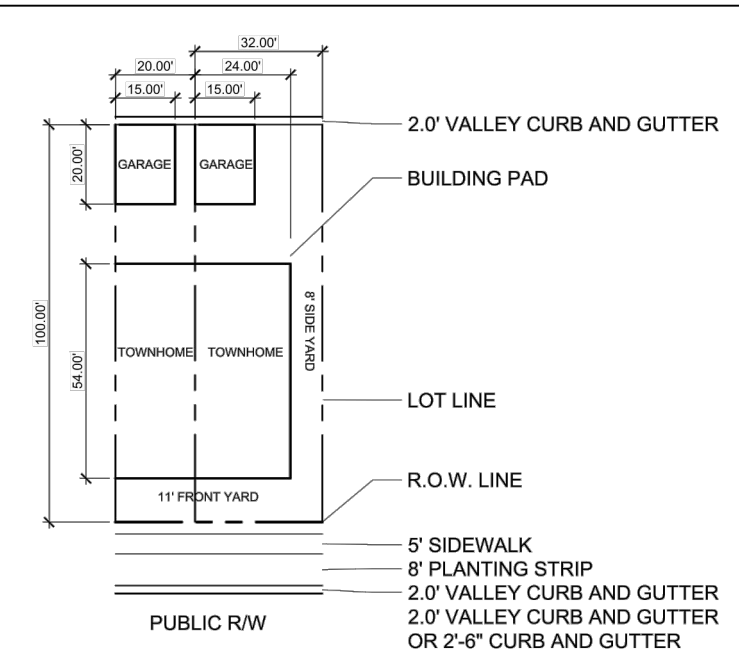
SITE DATA					
CURRENT OWNER: ATLANTIC AMERICAN PROPERTIES, INC					
TRACT:	PID:	DB:	PG:	4325 RAINBOW DR	ACREAGE:
1	5603-78-0189	11199	140	KANNAPOLIS NC 28081	118.79
2	5603-69-9568	11199	140	N/A	12.46
3	5603-66-1917	11199	140	782 MOORESVILLE RD	1.49
					TOTAL 132.74
ANTICIPATED DATE OF FINAL PLATTING: JULY 2022					
CURRENT ZONING: PUD-C2					
PROPOSED USE: SINGLE FAMILY RESIDENTIAL: 221 UNITS					
MULTI-FAMILY RESIDENTIAL: 152 UNITS					
TOTAL: 373 UNITS					
PROPOSED TYPICAL LOT SIZE: SINGLE FAMILY: 130' X 52'					
TOWNHOME: 100' X 20'					
REQUIRED OPEN SPACE: 33.19 AC (25%)					
PROPOSED OPEN SPACE: +/- 69.45 AC (52%)					
AREA IN R/W: +/- 20.75 AC					
AREA IN LOTS: +/- 42.54 AC					
TOWNHOME SETBACKS:					
FRONT SETBACK: 11'					
SIDE SETBACK: 8'					
CORNER SETBACK: 10'					
REAR SETBACK: N/A					
SINGLE-FAMILY LOT SETBACKS:					
FRONT SETBACK: 20'					
SIDE SETBACK: 5'					
CORNER SETBACK: 10'					
REAR SETBACK: 25'					

ROAD LENGTH TABLE	
ROAD A:	1500 LF
ROAD B:	1693 LF
ROAD C:	1292 LF
ROAD E:	600 LF
ROAD F:	3612 LF
ROAD G:	987 LF
ROAD H:	2102 LF
ROAD I:	911 LF
ROAD J:	806 LF

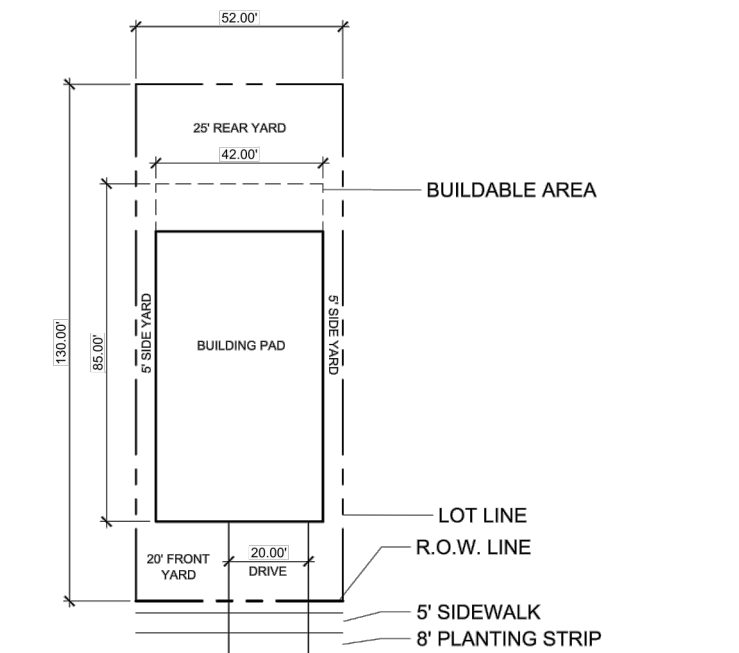


TYPICAL STREET SECTION

NOT TO SCALE



TYPICAL TOWNHOME LOT PLAN



TYPICAL LOT PLAN

NOT TO SCALE

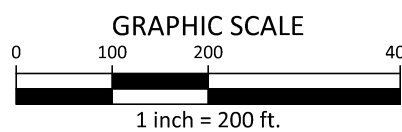


EXISTING CONDITIONS LEGEND

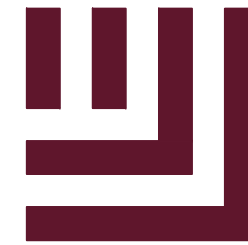
- SANITARY SEWER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- ELECTRIC BOX
- LIGHT POLE
- POWER POLE
- CURB INLET
- STORM DRAINAGE MANHOLE
- YARD INLET
- FIBER OPTIC MARKER
- MAIL BOX
- SIGN
- FIBER OPTIC VAULT
- SD
- OU
- W
- SS
- T
- G
- UE
- UT
- X
- 250-
- 251-
- WETLANDS
- STORM DRAIN PIPE
- OVERHEAD UTILITY LINES
- WATER LINE
- SANITARY SEWER LINE
- TELEPHONE LINE
- GAS LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- FENCE LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA FLOODPLAIN

SITE LEGEND

- TRAFFIC DIRECTIONAL ARROW
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- SETBACK LINE
- EASEMENT LINE
- CENTERLINE
- OPEN SPACE
- SANITARY SEWER MANHOLE
- SEWER FLOW DIRECTION ARROW
- SANITARY SEWER
- WATERLINE



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS

The John R. McAdams Company, Inc.
3430 Torington Way
Suite 110
Charlotte, NC 28277
phone 704.527.0800
fax 919.361.2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

LENNAR CAROLINAS, LLC
6701 CARMEL ROAD, SUITE 425
CHARLOTTE, NORTH CAROLINA 28226
PHONE: 704.309.3288

LENNAR

SUMMERLYN VILLAGE

PRELIMINARY PLAT
MOORESVILLE ROAD

CITY OF KANNAPOLIS, NORTH CAROLINA, 28081



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. LEN-20030
FILENAME LEN20030-OAS1
CHECKED BY SAW
DRAWN BY AJB
SCALE 1"=200'
DATE 07.06.2020

SHEET

PRELIMINARY PLAT
OVERALL SITE

1 OF 7

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
LENNAR CAROLINAS, LLC.**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 13, 2022; and

WHEREAS, the First Amendment to Development Agreement was approved on March 24, 2025, in accordance with N.C.G.S. §160D-1003 et seq.; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “Second Amendment to Development Agreement”); and

WHEREAS, a legislative hearing on the Second Amendment to Development Agreement was held on October 27, 2025, in accordance with N.C.G.S. §160D-1003 et seq; and

WHEREAS, the City finds that the Second Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Second Amendment to the Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

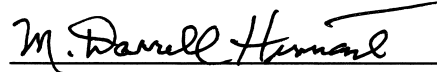
NOW, THEREFORE, BE IT RESOLVED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Second Amendment to Development Agreement by the attached Ordinance.
2. The City approves the Second Amendment to Development Agreement and hereby authorizes the City Manager to execute and deliver said agreement, including any and all necessary documents to effectuate the intent thereof. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the

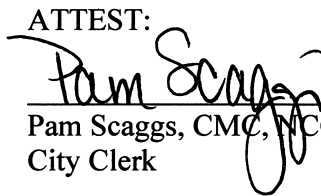
purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.

3. This Resolution is effective upon adoption.

Adopted this 27th day of October 2025.



M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

**AN ORDINANCE TO AMEND THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS
AND
LENNAR CAROLINAS, LLC,**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, the Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 27, 2022; and

WHEREAS, the First Amendment to Development Agreement was approved on March 24, 2025, in accordance with N.C.G.S. §160D-1003 et seq.; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “Second Amendment to Development Agreement”); and

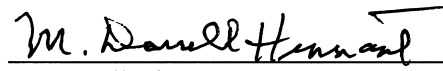
WHEREAS, a legislative hearing on the Second Amendment to Development Agreement was held on October 27, 2025, in accordance with N.C.G.S. §160D-1003 et seq; and

WHEREAS, the City finds that the Second Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Second Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

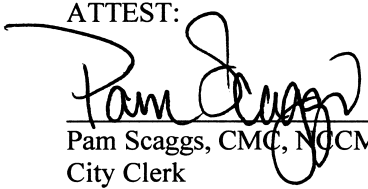
NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement and authorizes the City Manager to execute the same.
2. This Ordinance is effective upon adoption.

Adopted this 27th day of October 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 27, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING TA-2025-05** - Kannapolis Development Ordinance Text Amendment to Section 3.8.F(4)b.3 **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve TA-2025-05 as presented.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Copperfield Inc., is requesting a text amendment to allow Vehicle Sales and Services uses within the Dale Earnhardt Boulevard Subdistrict of the Thoroughfare Protection Overlay (TPO) District provided that the site has frontage on an arterial highway, is within 500 feet of an intersection of two or more major arterial highways, and that no vehicles shall be stored on the site. This text amendment request is associated with a proposal by the applicant for a convenience store with fueling services. Convenience stores that provide fueling services are considered vehicle fueling stations.

The Dale Earnhardt Boulevard Subdistrict, shown on the Zoning Map, includes properties parallel to both sides of the Dale Earnhardt Boulevard rights-of-way to a maximum depth of 300 feet. Certain uses are prohibited within the Dale Earnhardt Boulevard Subdistrict, including kennels, amusement parks, prefabricated building sales, self-service storage, motor freight facilities, outdoor storage areas (as an accessory use) as well as uses in the vehicle sales and services category. The applicant is requesting a text amendment to allow vehicle sales and service uses within the Dale Earnhardt Boulevard Subdistrict when the use is located on an arterial road and in proximity to the intersection of other arterial roads.

The vehicle sales and services category includes use types involving the direct sales and servicing of motor vehicles, both personal and commercial vehicles. Per the Principal Use Table, Table 4.2.B(5), the following uses are included in the vehicle sales and service category:

- Car Wash
- Commercial fuel depot
- Commercial vehicle sales and rentals
- Commercial vehicle service and repair
- Personal vehicle sales and rentals
- Personal vehicle service and repair
- Towing service
- Vehicle fueling station

This text amendment request for the Dale Earnhardt Boulevard Subdistrict follows a similar text amendment that was approved in August 2023 for the Coddle Creek Subdistrict of the TPO (Case TA-2023-02).

The proposed text amendment to the KDO for the Dale Earnhardt Boulevard Subdistrict is attached as Exhibit A. Proposed additions are shown as **bold, green text**.

The Planning and Zoning Commission recommended approval of TA-2025-05 to City Council at their July 15, 2025, Commission meeting. Pursuant to Section 2.3.A(1)d. of the KDO, City Council has final authority to review and make decisions on Zoning Text Amendments.

Fiscal Implications

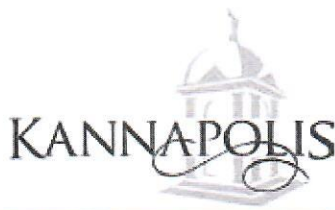
None.

Alternate Courses of Action

Defer action to a future meeting.

Attachments

1. TA-2025-05 Text Amendment Application
2. TA-2025-05 PZ Statement of Consistency - Signed
3. 2025-73 Resolution to adopt Statement of Consistency for TA-2025-05
4. 2025-82 Ordinance to Amend KDO for TA-2025-05



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Zoning Text Amendment Checklist

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. Please either bring this application to the address above or email to emccarty@kannapolisnc.gov. The fees may also be paid online with a link provided by staff.

APPLICANT

Applicant: Copperfield Inc.

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting
- ☒ Zoning Text Amendment Checklist and Application – Complete with all required signatures
- ☐ Fee: \$400.00

PROCESS INFORMATION

Public Notification: This is a legislative process that requires a public hearing and public notification including newspaper notice, first-class mailed notice to adjacent property owners and a sign posted prominently on the property (Section 2.4.F of the KDO).

Review Process: All applications will be reviewed for compliance and then forwarded to the Planning and Zoning Commission for consideration at a public hearing which is held monthly on the third Tuesday at 6:00pm in City Hall Laureate Center. **The pre-application meeting, submittal of application, and payment of fees, must be completed prior to scheduling the public hearing. Please review Section 2.4.D. of the KDO.**

Action by Planning and Zoning Commission: The Commission shall consider the text amendment request and make a recommendation to City Council in accordance with Section 2.4.G. of the KDO.

Scope of Approval: City Council may approve or deny the request in accordance with Section 2.5.A(1).

By signing below I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Applicant's Signature: [Signature]
VP Copperfield Inc

Date: 8/25/25



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

ZONING TEXT AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: Copperfield Inc.

Phone: 980 521 1419

Address: 555 Lake Lynn rd
Concord NC 28025

Email: [REDACTED]

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

Article 3. Zoning Districts, Thoroughfare Protection Overlay (TPO) District, section 3.8.F(4)b.3 (a) Sites that have frontage on an arterial highway and within 500 feet of an intersection of two or more major arterial highways shall be permitted if no vehicles are stored on site.

State your reasons for amending the text of the Ordinance:

We would like to amend the ordinance to allow uses in the vehicle sales and services category within the Dale Earnhardt overlay district. This would allow a fuel station to be developed in the area.

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

[Signature] VP Copperfield Inc. 8/25/25
Applicant Signature Date

[Signature] VP Copperfield Inc. 8/25/25
Property Owner Signature Date



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2025-05**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 3, 3.8.F(4)b.3 Modification of Underlying Use Permissions of the Thoroughfare Protection Overlay (TPO) District**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission met on July 15, 2025, to consider text amendment Case# TA-2025-05 as submitted by Eagle Engineering, Inc. and shown on Exhibit A (attached);

NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2025-05 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented, and the recommendation provided by Staff.

Adopted this the 15th Day of July 2025:

Chris Puckett, Chair
Planning and Zoning Commission

Attest:

Gabriela Wilkins, Recording Secretary
Planning and Zoning Commission

**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO TEXT AMENDMENT - TA-2025-05**

WHEREAS, Section 160A-383 (2013) of the North Carolina General Statutes, modified in Section 160D- 605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

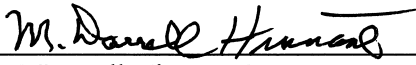
WHEREAS, the text amendments to **Article 3, 3.8.F(4)b.3 Modification of Underlying Use Permissions of the Thoroughfare Protection Overlay (TPO) District**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission, after its July 15, 2025, meeting, recommended that City Council adopt TA-2025-05, as submitted by Copperfield Inc.; and

WHEREAS, City Council conducted a public hearing on October 27, 2025, to consider amendments to the above-referenced Article of the KDO,

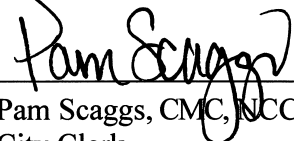
NOW, THEREFORE BE IT RESOLVED that City Council finds the text amendments as represented in Case TA-2025-05 consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and are approved by City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 27th Day of October 2025:



M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk

**AN ORDINANCE TO AMEND TEXT OF THE
KANNAPOLIS DEVELOPMENT ORDINANCE
CASE # TA-2025-05**

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on July 15, 2025, recommended approval of a text amendment amending Article 3, 3.8.F(4)b.3 Modification of Underlying Use Permissions of the Thoroughfare Protection Overlay (TPO) District; and

WHEREAS, City Council conducted a public hearing on October 27, 2025, to consider amendments to the above-referenced Article of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2025-05;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

The proposed text amendments to the KDO are attached as Exhibit A and shown as additions:

ADOPTED this the 27th Day of October 2025:



M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:

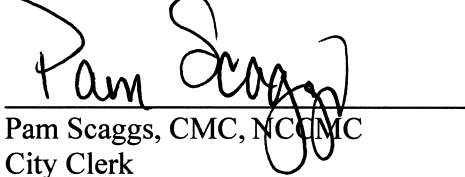

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT A
PROPOSED TEXT AMENDMENT
TA-2025-05

Kannapolis Development Ordinance

Article 3, Section 3.8.F(4)b.3, Thoroughfare Protection Overlay (TPO) District, Modification of Underlying Use Permissions

Section 3.8.F (4)

(4) MODIFICATION OF UNDERLYING USE PERMISSIONS

Within the TPO District, use permissions shall be those that apply in the underlying zoning district, except as follows:

- a. Within the Coddle Creek Subdistrict, the following uses are prohibited:
 1. Kennels;
 2. Amusement parks;
 3. Uses in the Vehicle Sales and Services category;
 - (a) Sites that have frontage on an arterial highway and within 500 feet of an intersection of two or more major arterial highways shall be permitted if no vehicles are stored on site.
 4. Prefabricated building sales;
 5. Self-service storage;
 6. Motor freight facilities; and
 7. Outdoor storage areas (as an accessory use).
- b. Within the Dale Earnhardt Boulevard Subdistrict, the following uses are prohibited:
 1. Kennels;
 2. Amusement parks;
 3. Uses in the Vehicle Sales and Services category; **except when the following conditions are met:**
 - (a) The site has frontage on an arterial or major collector road;**
 - (b) The site is within five hundred feet (500') of an intersection with an access ramp to Interstate 85; and**
 - (c) No vehicles are displayed or stored on site.**
 4. Prefabricated building sales;
 5. Self-service storage;
 6. Motor freight facilities; and
 7. Outdoor storage areas (as an accessory use).



Kannapolis City Council

City Council Agenda Staff Report
October 27, 2025

To: Mayor and City Council

From: Elizabeth McCarty, Assistant Planning Director, Richard Smith, Planning Director

Subject: **PUBLIC HEARING TA-2025-06** - Kannapolis Development Ordinance (KDO) Text Amendments to several sections **UNANIMOUSLY APPROVED (WITH #9 REMOVED)**

Recommended Action Requested by City Council

Motion to approve TA-2025-06 as presented.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The KDO has been in effect over three years now. As a result of on-going use of the ordinance and common practice in the planning field as well as a continued effort to tailor the ordinance to the City's needs, staff is proposing several text amendments to the KDO:

1. Amend Table 5.2.E(1)a to add a minimum off-street parking requirement for Event Center use.
2. Amend Table 4.3.B(3), Accessory Use/Structure Table, to permit an Accessory Dwelling Unit in the Mixed Use Neighborhood (MU-N) District.
3. Amend Section 4.3.D(1), Standards Specific to an Accessory Dwelling Unit (ADU), to add a minimum side setback requirement for an ADU in the MU-N District.
4. Amend Table 4.4.B, Temporary Use/Structure Table, to add Mobile/modular Classroom use.
5. Amend Table 4.4.C(1), Temporary Use Permit Time Lengths, to add Mobile/modular Classroom use.
6. Amend Section 4.4.D to add standards specific to Mobile/modular Classroom uses.
7. Amend Article 10, Definitions, to add a definition of Mobile/modular Classroom.
8. Amend Section 4.4.D(5) to add standards specific to a Mobile Food Vending use located within the Midway area.
9. Amend Table 4.2.B(5), Principal Use Table, to permit Commercial Vehicle Sales and Rentals in the Light Industrial (LI) zoning district.
10. Amend Section 4.2.D(5)g.2 to remove standards specific to Commercial Vehicle Service and Repair in the GC District as the use is not permitted in the GC District.
11. Amend Section 5.5.D(1) to clarify that in-ground wired fences (invisible fences) are not permitted within the public right-of-way.
12. Amend Section 5.1.C.(6)b.2(c) to delete subsection (c) as Table 5.1.C(6)b.2 was deleted with a previously approved text amendment that now references the requirements of the North Carolina Fire Code.
13. Amend Table 5.3.G(4), Required Buffer Type, to modify the heading descriptions that are used to determine the required landscape buffer.
14. Amend Table A-2, Acceptable Plant Species, to remove notes from table header.

The proposed text amendments to the KDO are attached as Exhibit A. Proposed changes are shown

bold, red text for deletions and **bold, green text** for additions.

The Planning and Zoning Commission recommended approval of TA-2025-06 to City Council at their August 19, 2025, Commission meeting. The Commission's approval recommendation excluded the proposed text amendment permitting Commercial Vehicle Sales and Rentals in the LI zoning district (#9 above). Pursuant to Section 2.3.A(1)d. of the KDO, City Council has final authority to review and make decisions on Zoning Text Amendments.

Fiscal Implications

None.

Alternate Courses of Action

1. Take no action.
2. Table action to a future meeting.

Attachments

1. TA-2025-06 Statement of Consistency - Signed
2. 2025-74 Resolution to Adopt Statement of Consistency for TA-2025-06
3. 2025-83 Ordinance to Amend KDO for TA-2025-06



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2025-06**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendments to the below sections of the Kannapolis Development Ordinance (KDO) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*:

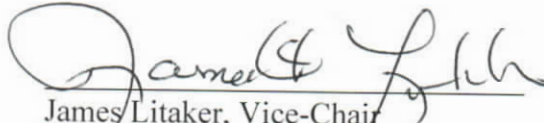
1. Amend Table 5.2.E(1)a to add a minimum off-street parking requirement for Event Center use.
2. Amend Table 4.3.B(3), Accessory Use/Structure Table, to permit an Accessory Dwelling Unit in the MU-N District.
3. Amend Section 4.3.D(1), Standards Specific to an Accessory Dwelling Unit (ADU), to add a minimum side setback requirement for an ADU in the Mixed-Use Neighborhood (MU-N) District.
4. Amend Table 4.4.B, Temporary Use/Structure Table, to add Mobile/modular Classroom use.
5. Amend Table 4.4.C(1), Temporary Use Permit Time Lengths, to add Mobile/modular Classroom use.
6. Amend Section 4.4.D to add standards specific to Mobile/modular Classroom uses.
7. Amend Article 10, Definitions, to add a definition of Mobile/modular Classroom.
8. Amend Section 4.4.D(5) to add standards specific to a Mobile Food Vending use located within the Midway area.
9. Amend Table 4.2.B(5), Principal Use Table, to permit Commercial Vehicle Sales and Rentals in the Light Industrial (LI) zoning district.
10. Amend Section 4.2.D(5)g.2 to remove standards specific to Commercial vehicle Service and Repair in the GC District as the use is not permitted in the GC District.
11. Amend Section 5.5.D(1) to clarify that in-ground wired fences (invisible fences) are not permitted within the public right-of-way.
12. Amend Section 5.1.C.(6)b.2(c) to delete subsection (c) as Table 5.1.C(6)b.2 was deleted with a previously approved text amendment that now references the requirements of the North Carolina Fire Code.
13. Amend Table 5.3.G(4), Required Buffer Type, to modify the heading descriptions that are used to determine the required landscape buffer.
14. Amend Table A-2, Acceptable Plant Species, to remove notes from table header.

and;

WHEREAS, the Planning and Zoning Commission met on August 19, 2025, to consider text amendment Case# TA-2025-06 as submitted by the Planning Department staff and as shown on Exhibit A (attached);

NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendments as represented in Case# TA-2025-06 are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and are recommended for approval by City Council based on consideration of the application materials, information presented, and the recommendation provided by Staff.

Adopted this the 19th Day of August 2025:


James Litaker, Vice-Chair
Planning and Zoning Commission

Attest:



Gabriela Wilkins, Recording Secretary
Planning and Zoning Commission

**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO TEXT AMENDMENT - TA-2025-06**

WHEREAS, Section 160A-383 (2013) of the North Carolina General Statutes, modified in Section 160D- 605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendments to several sections of the Kannapolis Development Ordinance (KDO) as shown on Exhibit A (attached hereto) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

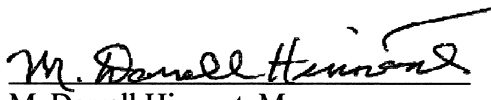
WHEREAS, the Planning and Zoning Commission, after its August 19, 2025, meeting, recommended that City Council adopt TA-2025-06, as submitted by Planning Department staff and as modified by the Planning and Zoning Commission; and

WHEREAS, City Council conducted a Public Hearing on October 27, 2025, for consideration of TA-2025-06 as recommended by the Planning and Zoning Commission; and

WHEREAS, City Council amended Exhibit A (attached hereto) to remove proposed amendment #9 from TA-2025-06,

NOW, THEREFORE BE IT RESOLVED that City Council finds the text amendments as amended in Case TA-2025-06 consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 27th Day of October 2025:


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:

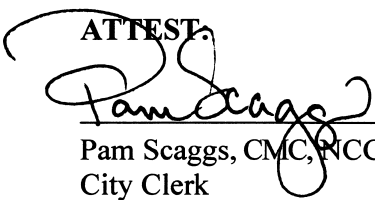

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT A
PROPOSED TEXT AMENDMENTS
TA-2025-06

1. Parking Requirements – Amend Table 5.2.E(1)a to add a minimum off-street parking requirement for Event Center use.

Table 5.2.E(1)a: Minimum Number of Off-street Parking Spaces

PRINCIPAL USE CATEGORY/TYPE	MINIMUM NUMBER OF PARKING SPACES [1]	
	TOD, CC, MU-UC, AND MU-AC DISTRICTS	ALL OTHER AREAS IN THE CITY
Recreation/Entertainment		
Event Center	n/a	1.0 per 3 guests at maximum capacity

2. Accessory Use/Structure Table- Amend Table 4.3.B(3): Accessory Use/Structure Table to permit an Accessory dwelling unit in the MU-N District.

Table 4.3.B(3): Accessory Use/Structure Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; **S** = Special use; **-** = Prohibited

ACCESSORY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE					NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS	
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R		C-1
Accessory dwelling unit	P	P	P	P	P	P	P	-	 P	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	4.3.D(1)

3. Standards Specific to an Accessory Dwelling Unit – Amend Section 4.3.D(1), Standards Specific to an Accessory Dwelling Unit (ADU), to add a minimum side setback requirement for an ADU in the Mixed-Use Neighborhood (MU-N) District.

(1) ACCESSORY DWELLING UNIT (ADU)

A. GENERAL STANDARDS

1. An accessory dwelling unit (ADU) must comply with all applicable local, State and Federal housing codes.
2. Only one accessory dwelling unit shall be permitted per lot.
3. The accessory dwelling unit shall comply with all dimensional and design requirements that apply to a principal structure in the zoning district where it is located, **except that an accessory dwelling unit shall be set back a minimum of ten (10) feet from the side lot lines in the MU-N District.**

4. Temporary Use/Structure Table – Amend Table 4.4.B: Temporary Use/Structure Table to add Mobile/modular classroom use.

Table 4.4.B: Temporary Use/Structure Table

P = Permitted by right - = Prohibited

TEMPORARY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Camping	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	4.4.D(12)
Construction-related temporary structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(1)
Donation bin	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(2)
Farmers' market (as temporary use)	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	-	P	4.4.D(3)
Flea market (as temporary use)	-	-	-	-	-	-	-	-	-	P	-	-	-	P	-	P	-	-	-	-	-	-	-	-	4.4.D(4)
Mobile food vending	P	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	P	P	P	P	-	P	4.4.D(5)
Mobile/modular classroom	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P	P	P	-	-	P	4.4.D(13)
Model sales home/unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	-	4.4.D(6)
Outdoor sales	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	-	-	P	4.4.D(7)
Religious or non-profit events, onsite	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Seasonal sale	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	P	-	P	4.4.D(8)
Special event	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	-	P	P	P	-	P	4.4.D(9)
Storage in portable shipping container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(10)
Yard Sale	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	4.4.D(11)

5. Temporary Use Permit Time Lengths – Amend Table 4.4.C(1): Temporary Use Permit Time Lengths to add Mobile/modular classroom use.

Table 4.4.C(1): Temporary Use Permit Time Lengths

TEMPORARY USE/STRUCTURE TYPE	MINIMUM TIME BETWEEN PERMITS [1]	MAXIMUM TIME ALLOWED [2]
Construction-related temporary structure	None	1 year
Farmers' market, Temporary	None	30 days
Flea market, Temporary	None	30 days
Mobile Food Vending	None	90 days
Mobile/modular classroom	None	2 years
Model sales home/unit	None	3 years [3]
Sales, outdoor	Promotional activity: 1 day Sidewalk vendor: 90 days	Promotional activity: 21 days Sidewalk vendor: 90 days
Seasonal Sales	Fireworks stand: 90 days All others: None	Fireworks stand: 45 days All others: 180 days
Special event	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 90 days All others: None	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 21 days On-site religious or non-profit events: None All others: 60 days
NOTES: [1] The minimum period of time between an expired temporary use permit on a parcel and application for another temporary use permit on the same parcel per fiscal year (July 1st to June 30th). [2] The maximum period of time of validity of the temporary use permit. Even if at any time the temporary use does not occupy the permitted site, the limit shall not be extended, except as expressly allowed for the specific use by Error! Reference source not found., Error! Reference source not found.. [3] The temporary use permit shall remain valid no longer than the time required for the construction of the development		

6. Standards Specific to Temporary Uses and Structures – Amend Section 4.4.D to add standards specific to mobile/modular classroom uses.

(13) MOBILE/MODULAR CLASSROOM

- a. **A unit visible from the public right-of-way shall be screened with landscaping in accordance with Section 5.3, Landscaping and Buffer Standards.**
- b. **A unit visible from the public right-of-way shall be constructed with facade materials consistent with the standards of Section 5.7.E(4).**

7. Definitions – Amend Article 10: Definitions to add a definition of mobile modular classroom.

Mobile/modular classroom

A temporary, prefabricated structure designed to function as a classroom or educational space, typically used to accommodate student overflow, renovations, or emergency needs.

8. Standards Specific to Temporary Uses and Structures – Amend Section 4.4.D(5) to add standards specific to Mobile Food Vending.

(5) MOBILE FOOD VENDING

Mobile food vending shall comply with the following standards, except in conjunction with special events recognized by the City where mobile food vendors are permitted or non-profit fundraising events of five days or less **or in accordance with Section 4.4.D(5)b, below, for the Midway Area of the City:**

a. General Standards

1. Mobile food vending is prohibited on vacant properties.
2. A minimum separation of 400 feet from any other mobile food vending is required.
3. Mobile food vending units shall not be located within minimum required setbacks, sight distance triangles, or required buffers. All sidewalk encroachments shall require permit approval from the City.
4. Mobile food vending units shall not impede drive aisles, loading or service areas, or fire lanes.
5. A minimum of one off-street parking space shall be provided, except in the MU-AC, TOD, and CC districts.
6. The landowner shall ensure that trash receptacles are provided within ten feet of the location where food is ordered or consumed on site and that all trash, litter, and refuse are removed from the site at the end of each business day.
7. The hours of operation shall be limited to between 8:00 a.m. and 9:00 p.m. Overnight storage of mobile food vending units on site is prohibited.
8. The service shall not operate as a drive-through service.

b. Standards Specific to Midway Area

The following exceptions to the general standards shall apply only to properties located within the Midway Area, defined as commercially zoned parcels fronting on South Main Street between Dale Earnhardt Boulevard and Rogers Lake Road. All other provisions of this Ordinance shall remain in effect unless expressly modified.

1. **Mobile food vending shall be permitted on vacant properties, subject to the written consent of the property owner.**
2. **Overnight storage of a mobile food vending unit is permitted on site.**
3. **A mobile food vending unit may operate a drive-through service, subject to traffic safety review and approval by the Planning Director.**
4. **The temporary use permit shall remain valid, provided that all required permits are maintained and the site remains in compliance with sanitation, parking, and access requirements.**

9. Principal Use Table – Amend Table 4.2.B(5): Principal Use Table to permit Commercial vehicle sales and rentals in the Light Industrial (LI) zoning district.

Table 4.2.B(5): Principal Use Table

P = Permitted by right; R = Permitted in planned development district; S = Special use; PD = Planned Development; LI = Light Industrial; GC = General Commercial; LI = Light Industrial; P = Permitted; - = Prohibited

PRINCIPAL USE CATEGORY OR TYPE											RESIDENTIAL			LEGACY			USE-SPECIFIC STANDARDS
	AG	R2	F	R8	R18	MN	MS	MU-UC	MU-AC	TCD	GC	LI	P	PD	CD-R	C-1	
Vehicle Sales and Services																	
Commercial vehicle sales and rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial vehicle service and repair	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	4.2.D(5)g.2

10. Commercial Vehicle and Service and Repair Specific Standards – Amend Section 4.2.D(5)g.2 to remove standards that are applied to the GC District as the use is not permitted in the GC District.

2. Commercial Vehicle Service and Repair

- (a) A commercial vehicle service and repair establishment shall be located at least 200 feet from any residential development, residential district, school, or child care center.

~~(b) In the GC District, all service and repair of vehicles shall be conducted in a wholly enclosed building.~~

~~(c) In the GC District, each vehicle awaiting or undergoing service or repair may be stored on-site for a maximum period of six weeks.~~

- ~~(e)~~ (b) The demolition or junking of commercial vehicles is prohibited. Commercial vehicles shall not be stored on site as a source of parts or for sale, lease, or rent.

11. Fence and Wall Standards – Amend Section 5.5.D(1) to clarify that in-ground wired fences (invisible fences) are not permitted within the public right-of-way.

D. GENERAL STANDARDS

(1) GENERAL

- a. Fences, **including in-ground wired fences**, and walls shall be located outside of the public right-of-way.
- b. Fences and walls are allowed on the property line between two or more parcels of land held in private ownership.
- c. Fences and walls may be located within any required yard.
- d. Nothing in this section shall be construed to prevent the installation of temporary fencing to protect existing trees, limit sedimentation, or control erosion.

12. Minimum Vehicle Access Points to External Street System – Amend Section 5.1.C.(6)b.2(c) to remove options for fewer access points. Table 5.1.C(6)b.2 was deleted with a previously approved text amendment to instead reference North Carolina Fire Code requirements.

~~(c) A subdivision may be approved with fewer access points than required by Table 5.1.C(6)b.2, if the applicant demonstrates any of the following:~~

- ~~1. The provision of additional vehicular access points is not possible due to existing lot configurations, the absence of connecting streets, or environmental or topographic constraints;~~
- ~~2. NCDOT will not authorize additional access points; or~~
- ~~3. Alternative access can be provided in a manner acceptable to the City that is supported by a transportation impact analysis.~~

13. Required Buffer Type – Amend Table 5.3.G(4): Required Buffer Type, to clarify the adjacent property use and/or zoning classification that is used to determine the required landscape buffer.

(4) REQUIRED BUFFER TYPE

Table 5.3.G(4): Required Buffer Type specifies the type of perimeter landscape buffer that new development shall provide between it and adjacent property, based on the proposed use of the development site and the use of the adjacent property, or, if the adjacent land is vacant, the zoning district classification of the adjacent land. The required buffer types in Table 5.3.G(4) are indicated by letters corresponding to the buffer types defined in Table n Table 5.3.G(3): Landscape Buffer Options.

Table 5.3.G(4): Required Buffer Type

A = TYPE A BUFFER B = TYPE B BUFFER C = TYPE C BUFFER D = TYPE D BUFFER " - " = NO PERIMETER BUFFER YARD REQUIRED

USE PROPOSED	EXISTING USE OR ZONING OF VACANT LAND ON ADJACENT SITE [1]			
	ADJACENT EXISTING USE SINGLE-FAMILY DETACHED DWELLING OR TOWNHOUSE	ADJACENT EXISTING USE MULTIFAMILY DWELLING	ADJACENT EXISTING USE USE IN THE CIVIC/INSTITUTIONAL OR COMMERCIAL USE CLASSIFICATIONS	ADJACENT EXISTING USE USE IN THE INDUSTRIAL USE CLASSIFICATION
	ADJACENT LAND IS VACANT AND ZONED R1, R2, R4, R6, R7	ADJACENT LAND IS VACANT AND ZONED R8, R18	ADJACENT LAND IS VACANT AND ZONED O-I, MU-N, MU-AC, CC, MU- UC, MU-SC, TOD, GC	ADJACENT LAND IS VACANT AND ZONED LI, HI
Single-Family Detached Dwelling or Townhouse	-	B	B	D
Multifamily dwelling	C	A	B	D
Any use in the Civic/Institutional or Commercial use classification	C	B	-	C
Uses in the Industrial use classification	D	D	D	-
NOTES:				
[1] The zoning district classification of vacant land is indicated in brackets in the table heading row. If the vacant land is classified in a conditional zoning district, the classification of the corresponding base zoning district shall apply for purposes of determining required buffer type. If the vacant land is classified in a planned development district, the use of the adjacent site that is indicated on the PD Master Plan for the district shall apply for purposes of determining required buffer type.				

14. Landscaping Table – Amend Table A-2: Acceptable Plant Species to remove notes from table header.

Table A-2: Acceptable Plant Species

~~* NOT ALLOWED FOR REQUIRED PLANTING | ** NOT RECOMMENDED FOR REQUIRED PLANTING | † UNDER 15' TALL ONLY.~~

		SHADE TOLERANT	TOLERATES POOR DRAINAGE	NATIVE	BLOOMING	FOLIAGE (DECIDUOUS, SEMI-DECIDUOUS, OR EVERGREEN)	PLACEHOLDER
COMMON NAME	SCIENTIFIC NAME						

**AN ORDINANCE TO AMEND TEXT OF THE
KANNAPOLIS DEVELOPMENT ORDINANCE
CASE # TA-2025-06**

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on August 19, 2025, recommended approval of text amendments amending several sections of the KDO as shown on Exhibit A (attached hereto); and

WHEREAS, City Council conducted a public hearing on October 27, 2025, to consider amendments to the above-referenced Articles of the KDO; and

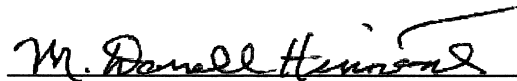
WHEREAS, City Council amended Exhibit A (attached hereto) to remove proposed amendment #9 from TA-2025-06; and

WHEREAS, the amended text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2025-06;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

The proposed text amendments to the KDO are attached as Exhibit A and shown as additions:

ADOPTED this the 27th Day of October 2025:


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:

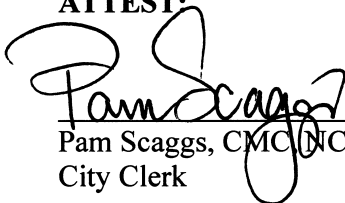

Pam Scaggs, CMC NCCMC
City Clerk

EXHIBIT A
PROPOSED TEXT AMENDMENTS
TA-2025-06

1. Parking Requirements – Amend Table 5.2.E(1)a to add a minimum off-street parking requirement for Event Center use.

Table 5.2.E(1)a: Minimum Number of Off-street Parking Spaces

PRINCIPAL USE CATEGORY/TYPE	MINIMUM NUMBER OF PARKING SPACES [1]	
	TOD, CC, MU-UC, AND MU-AC DISTRICTS	ALL OTHER AREAS IN THE CITY
Recreation/Entertainment		
Event Center	n/a	1.0 per 3 guests at maximum capacity

2. Accessory Use/Structure Table- Amend Table 4.3.B(3): Accessory Use/Structure Table to permit an Accessory dwelling unit in the MU-N District.

Table 4.3.B(3): Accessory Use/Structure Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; **S** = Special use; **-** = Prohibited

ACCESSORY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Accessory dwelling unit	P	P	P	P	P	P	P	-	-P	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	4.3.D(1)

3. Standards Specific to an Accessory Dwelling Unit – Amend Section 4.3.D(1), Standards Specific to an Accessory Dwelling Unit (ADU), to add a minimum side setback requirement for an ADU in the Mixed-Use Neighborhood (MU-N) District.

(1) ACCESSORY DWELLING UNIT (ADU)

A. GENERAL STANDARDS

1. An accessory dwelling unit (ADU) must comply with all applicable local, State and Federal housing codes.
2. Only one accessory dwelling unit shall be permitted per lot.
3. The accessory dwelling unit shall comply with all dimensional and design requirements that apply to a principal structure in the zoning district where it is located, **except that an accessory dwelling unit shall be set back a minimum of ten (10) feet from the side lot lines in the MU-N District.**

4. Temporary Use/Structure Table – Amend Table 4.4.B: Temporary Use/Structure Table to add Mobile/modular classroom use.

Table 4.4.B: Temporary Use/Structure Table

P = Permitted by right - = Prohibited

TEMPORARY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Camping	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	4.4.D(12)
Construction-related temporary structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(1)
Donation bin	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(2)
Farmers' market (as temporary use)	P	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	-	P	4.4.D(3)
Flea market (as temporary use)	-	-	-	-	-	-	-	-	-	P	-	-	-	P	-	P	-	-	-	-	-	-	-	-	4.4.D(4)
Mobile food vending	P	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	P	P	P	P	-	P	4.4.D(5)
Mobile/modular classroom	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P	P	P	-	-	P	4.4.D(13)
Model sales home/unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	-	4.4.D(6)
Outdoor sales	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	-	-	P	4.4.D(7)
Religious or non-profit events, onsite	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Seasonal sale	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	P	-	-	-	P	-	P	-	P	4.4.D(8)
Special event	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	-	P	P	P	-	P	4.4.D(9)
Storage in portable shipping container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.4.D(10)
Yard Sale	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	4.4.D(11)

5. Temporary Use Permit Time Lengths – Amend Table 4.4.C(1): Temporary Use Permit Time Lengths to add Mobile/modular classroom use.

Table 4.4.C(1): Temporary Use Permit Time Lengths

TEMPORARY USE/STRUCTURE TYPE	MINIMUM TIME BETWEEN PERMITS [1]	MAXIMUM TIME ALLOWED [2]
Construction-related temporary structure	None	1 year
Farmers' market, Temporary	None	30 days
Flea market, Temporary	None	30 days
Mobile Food Vending	None	90 days
Mobile/modular classroom	None	2 years
Model sales home/unit	None	3 years [3]
Sales, outdoor	Promotional activity: 1 day Sidewalk vendor: 90 days	Promotional activity: 21 days Sidewalk vendor: 90 days
Seasonal Sales	Fireworks stand: 90 days All others: None	Fireworks stand: 45 days All others: 180 days
Special event	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 90 days All others: None	Carnivals, circuses, fairs, amusement rides, and similar amusement enterprises: 21 days On-site religious or non-profit events: None All others: 60 days
NOTES: [1] The minimum period of time between an expired temporary use permit on a parcel and application for another temporary use permit on the same parcel per fiscal year (July 1st to June 30th). [2] The maximum period of time of validity of the temporary use permit. Even if at any time the temporary use does not occupy the permitted site, the limit shall not be extended, except as expressly allowed for the specific use by Error! Reference source not found., Error! Reference source not found.. [3] The temporary use permit shall remain valid no longer than the time required for the construction of the development		

6. Standards Specific to Temporary Uses and Structures – Amend Section 4.4.D to add standards specific to mobile/modular classroom uses.

(13) MOBILE/MODULAR CLASSROOM

- a. **A unit visible from the public right-of-way shall be screened with landscaping in accordance with Section 5.3, Landscaping and Buffer Standards.**
- b. **A unit visible from the public right-of-way shall be constructed with facade materials consistent with the standards of Section 5.7.E(4).**

7. Definitions – Amend Article 10: Definitions to add a definition of mobile modular classroom.

Mobile/modular classroom

A temporary, prefabricated structure designed to function as a classroom or educational space, typically used to accommodate student overflow, renovations, or emergency needs.

8. Standards Specific to Temporary Uses and Structures – Amend Section 4.4.D(5) to add standards specific to Mobile Food Vending.

(5) MOBILE FOOD VENDING

Mobile food vending shall comply with the following standards, except in conjunction with special events recognized by the City where mobile food vendors are permitted or non-profit fundraising events of five days or less **or in accordance with Section 4.4.D(5)b, below, for the Midway Area of the City:**

a. General Standards

1. Mobile food vending is prohibited on vacant properties.
2. A minimum separation of 400 feet from any other mobile food vending is required.
3. Mobile food vending units shall not be located within minimum required setbacks, sight distance triangles, or required buffers. All sidewalk encroachments shall require permit approval from the City.
4. Mobile food vending units shall not impede drive aisles, loading or service areas, or fire lanes.
5. A minimum of one off-street parking space shall be provided, except in the MU-AC, TOD, and CC districts.
6. The landowner shall ensure that trash receptacles are provided within ten feet of the location where food is ordered or consumed on site and that all trash, litter, and refuse are removed from the site at the end of each business day.
7. The hours of operation shall be limited to between 8:00 a.m. and 9:00 p.m. Overnight storage of mobile food vending units on site is prohibited.
8. The service shall not operate as a drive-through service.

b. Standards Specific to Midway Area

The following exceptions to the general standards shall apply only to properties located within the Midway Area, defined as commercially zoned parcels fronting on South Main Street between Dale Earnhardt Boulevard and Rogers Lake Road. All other provisions of this Ordinance shall remain in effect unless expressly modified.

1. **Mobile food vending shall be permitted on vacant properties, subject to the written consent of the property owner.**
2. **Overnight storage of a mobile food vending unit is permitted on site.**
3. **A mobile food vending unit may operate a drive-through service, subject to traffic safety review and approval by the Planning Director.**
4. **The temporary use permit shall remain valid, provided that all required permits are maintained and the site remains in compliance with sanitation, parking, and access requirements.**

9. Principal Use Table – Amend Table 4.2.B(5): Principal Use Table to permit Commercial vehicle sales and rentals in the Light Industrial (LI) zoning district.

Table 4.2.B(5): Principal Use Table

P = Permitted by right; R = Permitted in planned development district; S = Special use; PD = Planned Development; LI = Light Industrial; GC = General Commercial; CD-R = Community Development - Residential; C-1 = Community Development - Commercial; - = Prohibited

PRINCIPAL USE CATEGORY OR TYPE	RESIDENTIAL												LEGACY			USE-SPECIFIC STANDARDS		
	AG	R2	F	F-1	R8	R18	MN	M-SC	MU-UC	MU-AC	TOD	GC	LI	P	P-C		CD	CD-R
Vehicle Sales and Services																		
Commercial vehicle sales and rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial vehicle service and repair	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	4.2.D(5)g.2

10. Commercial Vehicle and Service and Repair Specific Standards – Amend Section 4.2.D(5)g.2 to remove standards that are applied to the GC District as the use is not permitted in the GC District.

2. Commercial Vehicle Service and Repair

- (a) A commercial vehicle service and repair establishment shall be located at least 200 feet from any residential development, residential district, school, or child care center.

~~(b) In the GC District, all service and repair of vehicles shall be conducted in a wholly enclosed building.~~

~~(c) In the GC District, each vehicle awaiting or undergoing service or repair may be stored on-site for a maximum period of six weeks.~~

- ~~(e)~~ (b) The demolition or junking of commercial vehicles is prohibited. Commercial vehicles shall not be stored on site as a source of parts or for sale, lease, or rent.

11. Fence and Wall Standards – Amend Section 5.5.D(1) to clarify that in-ground wired fences (invisible fences) are not permitted within the public right-of-way.

D. GENERAL STANDARDS

(1) GENERAL

- a. Fences, **including in-ground wired fences**, and walls shall be located outside of the public right-of-way.
- b. Fences and walls are allowed on the property line between two or more parcels of land held in private ownership.
- c. Fences and walls may be located within any required yard.
- d. Nothing in this section shall be construed to prevent the installation of temporary fencing to protect existing trees, limit sedimentation, or control erosion.

12. Minimum Vehicle Access Points to External Street System – Amend Section 5.1.C.(6)b.2(c) to remove options for fewer access points. Table 5.1.C(6)b.2 was deleted with a previously approved text amendment to instead reference North Carolina Fire Code requirements.

~~(c) A subdivision may be approved with fewer access points than required by Table 5.1.C(6)b.2, if the applicant demonstrates any of the following:~~

- ~~1. The provision of additional vehicular access points is not possible due to existing lot configurations, the absence of connecting streets, or environmental or topographic constraints;~~
- ~~2. NCDOT will not authorize additional access points; or~~
- ~~3. Alternative access can be provided in a manner acceptable to the City that is supported by a transportation impact analysis.~~

13. Required Buffer Type – Amend Table 5.3.G(4): Required Buffer Type, to clarify the adjacent property use and/or zoning classification that is used to determine the required landscape buffer.

(4) REQUIRED BUFFER TYPE

Table 5.3.G(4): Required Buffer Type specifies the type of perimeter landscape buffer that new development shall provide between it and adjacent property, based on the proposed use of the development site and the use of the adjacent property, or, if the adjacent land is vacant, the zoning district classification of the adjacent land. The required buffer types in Table 5.3.G(4) are indicated by letters corresponding to the buffer types defined in Table n Table 5.3.G(3): Landscape Buffer Options.

Table 5.3.G(4): Required Buffer Type

A = TYPE A BUFFER B = TYPE B BUFFER C = TYPE C BUFFER D = TYPE D BUFFER " - " = NO PERIMETER BUFFER YARD REQUIRED

USE PROPOSED	EXISTING USE OR ZONING OF VACANT LAND ON ADJACENT SITE [1]			
	ADJACENT EXISTING USE SINGLE-FAMILY DETACHED DWELLING OR TOWNHOUSE	ADJACENT EXISTING USE MULTIFAMILY DWELLING	ADJACENT EXISTING USE USE IN THE CIVIC/INSTITUTIONAL OR COMMERCIAL USE CLASSIFICATIONS	ADJACENT EXISTING USE USE IN THE INDUSTRIAL USE CLASSIFICATION
	ADJACENT LAND IS VACANT AND ZONED R1, R2, R4, R6, R7	ADJACENT LAND IS VACANT AND ZONED R8, R18	ADJACENT LAND IS VACANT AND ZONED O-I, MU-N, MU-AC, CC, MU- UC, MU-SC, TOD, GC	ADJACENT LAND IS VACANT AND ZONED LI, HI
Single-Family Detached Dwelling or Townhouse	-	B	B	D
Multifamily dwelling	C	A	B	D
Any use in the Civic/Institutional or Commercial use classification	C	B	-	C
Uses in the Industrial use classification	D	D	D	-
NOTES:				
[1] The zoning district classification of vacant land is indicated in brackets in the table heading row. If the vacant land is classified in a conditional zoning district, the classification of the corresponding base zoning district shall apply for purposes of determining required buffer type. If the vacant land is classified in a planned development district, the use of the adjacent site that is indicated on the PD Master Plan for the district shall apply for purposes of determining required buffer type.				

14. Landscaping Table – Amend Table A-2: Acceptable Plant Species to remove notes from table header.

Table A-2: Acceptable Plant Species

~~* NOT ALLOWED FOR REQUIRED PLANTING | ** NOT RECOMMENDED FOR REQUIRED PLANTING | † UNDER 15' TALL ONLY.~~

		SHADE TOLERANT	TOLERATES POOR DRAINAGE	NATIVE	BLOOMING	FOLIAGE (DECIDUOUS, SEMI-DECIDUOUS, OR EVERGREEN)	PLACEHOLDER
COMMON NAME	SCIENTIFIC NAME						