



**WINTERVILLE TOWN COUNCIL AGENDA  
MONDAY, FEBRUARY 9, 2026 - 6:00 PM  
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. ROLL CALL.**
- VI. APPROVAL OF AGENDA.**
- VII. PROCLAMATIONS:**
  1. Black History Month.
- VIII. PUBLIC HEARINGS:**
  1. Fortner Commercial LLC (Reedy Branch Storage) Annexation.
- IX. PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Chad Moore – Speaking to Town Officials.
- X. CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Integrity Church Annexation Direct Town Clerk.
  2. Farmstead Subdivision Annexation Direct Town Clerk.
  3. Farmstead Subdivision Annexation: Schedule Public Hearing.
  4. Farmstead Development Agreement: Schedule Public Hearing.
  5. Southbrook Phase 3 Rezoning: Schedule Public Hearing.

**XI. OLD BUSINESS:**

1. None.

**XII. NEW BUSINESS:**

1. NCDOT Utility Relocation Agreement for Old Tar Road Electric.
2. Southbrook Cost Share Agreement.
3. Student Board Appointments - Winterville Human Relations Board.

**XIII. OTHER AGENDA ITEMS:**

1. Ongoing Rationale: Establishment of Civilian Advisory Review Board-Traffic Stops Data. (Councilwoman Hawkins).
2. Town Hall/Community Conversations. (Councilwoman Hawkins).
3. Procedural Practices: Maintaining Integrity of the Process/Open Meeting Law Concerns. Councilwoman Hawkins).
4. NC MedAssist Community Medication Access Event. (Councilwoman Harrell).
5. NCLEA Engagement and Accreditation Support. (Councilwoman Harrell).

**XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**

**XV. ANNOUNCEMENTS:**

Attached.

**XVI. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.**

**XVII. ADJOURN.**

***SPECIAL NOTICE:*** Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

## **XIX. ANNOUNCEMENTS:**

- In-Person Early Primary Election Voting: February 12 - 28, 2026
- Ripe for Revival Mobile Market: Thursday, February 12, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Planning and Zoning Board Meeting: Monday, February 16, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, February 17, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, February 19, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Coffee with a COP: Friday, February 20, 2026; 9:00 am – 10:30 am – Cooper's Cup, 2588 Railroad Street, Winterville, NC
- NC MedAssist Mobile Free Pharmacy: Friday, February 20, 2026; 9:00 am – 2:00 pm; Winterville Train Depot, 217 Worthington Street, Winterville.
- Winterville Human Relations Board - Black History Month Event; Sunday, February 22, 2026 – The Depot, 217 Worthington Street, Winterville.
- Recreation Advisory Board: Tuesday, February 24, 2026 @ 6:30 pm – Operation Center.
- March Meeting Agenda Abstracts Due: Wednesday, February 25, 2026.
- Ripe for Revival Mobile Market: Thursday, February 26, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Human Relations Board Meeting: Thursday, February 26, 2026 @ 7:00 – Town Hall Executive Conference Room.
- North Carolina Primary Election: Tuesday, March 3, 2026.
- Monthly Reports Due: Monday, March 2, 2026 @ 9:00 am.
- Ripe for Revival Mobile Market: Thursday, March 5, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Agenda Review Meeting: Thursday, March 5, 2026 @ 4:00 pm – Town Hall Executive Conference Room.
- April 2026 Newsletter Information Due: Friday, March 6, 2026.
- Regular Town Council Meeting: Monday, March 9, 2026 @ 6:00 pm - Town Hall Assembly Room.



## **PROCLAMATION**

### **BLACK HISTORY MONTH 2026**

**WHEREAS**, we celebrate Black History Month in February to recognize and honor the profound contributions, achievements, and resilience of Black Americans throughout our nation's history; and

**WHEREAS**, Black history is an integral part of American history, encompassing the struggle for freedom and equality, the pursuit of excellence in arts, science, education, public service, and countless other fields, and the enduring legacy of courage, leadership, and determination that continues to inspire us all; and

**WHEREAS**, the theme for Black History Month 2026, "A Century of Black History Commemorations;" and

**WHEREAS**, Black leaders throughout our nation's history, have worked tirelessly to create a more fair, just, and equitable society; and

**WHEREAS**, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and.

**WHEREAS**, as a result of their determination, hard work, intelligence, and perseverance, African Americans have worked tirelessly to maintain and promote a valuable and lasting contribution to the Town of Winterville, our state, and nation achieving exceptional success in all aspects of society including business, education, politics, economy, culture, science, arts, and history; and

**WHEREAS**, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation and community; and

**WHEREAS**, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

**WHEREAS**, much of the Town of Winterville's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this community; and

**NOW, THEREFORE, BE IT RESOLVED**, that I do hereby proclaim February 2026 as "Black History Month" and we honor the contributions of Black residents who have enriched our community through their leadership, service, and cultural contributions and call upon all community members to reflect on the significant achievements of Black Americans.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 9<sup>th</sup> day of February 2026.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** February 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Fortner Commercial LLC (Reedy Branch Storage) Annexation.

**Action Requested:** Hold Public Hearing and Consider Annexation Proposal.

**Attachment:** Annexation Petition, Metes and Bounds/Legal Description, Annexation Map, and Certified Notice.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 1/26/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026

☒ Final: tlp 2/4/2026

**Supporting Documentation**

**Applicant:** Tyler Justin Fortner & Ark Consulting Group, PLLC.

**Location:** 4771 Reedy Branch Rd.

**Parcel Number:** 2230

**Site Data:** 3.7162 acres.

**Zoning:** Industrial.

**Staff Analysis:**

This site has been developed for Mini-Storage/Warehousing. The property owners are now in the process of adding office space to the site and are applying for an annexation to connect to Town sewer.

**Anticipated Annexation Schedule:**

12/8/25: Direct Town Clerk To Investigate Sufficiency.

1/12/26: Schedule Public Hearing.

2/9/26: Hold Public Hearing.

If approved, anticipated Effective Date will be February 28, 2026.

Staff recommends approval of the annexation petition.

**Budgetary Impact:** NA.

**Recommendation:** Hold Public Hearing and Staff Recommends Approval of Annexation Petition.

PETITION REQUESTING ANNEXATION

Date: July 8, 2025

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

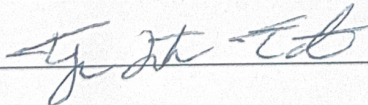
- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See attached legal description.

Name Tyler Justin Fortner Address 3910 US 264 East, Greenville, NC 27834

Signature 

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

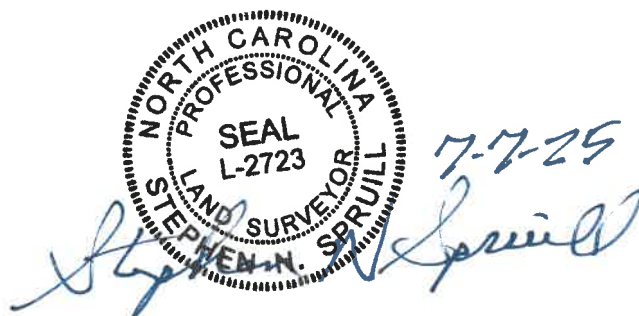
Signature \_\_\_\_\_



### LEGAL DESCRIPTION FOR ANNEXATION OF PARCEL 02230

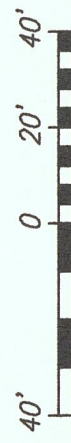
Being that certain tract or parcel of land lying and being situate in the Winterville Township, Pitt County, North Carolina on the east side of NCSR 1131 (Reedy Branch Road) and being bounded on the north by the property of Goess Holdings, LLC, on the east and south by the property of Pitt County Girls' Softball League, Inc. on the west by NCSR 1131 (Reedy Branch Road) and being more particularly described as follows:

Commencing at a point at the centerline intersection of NCSR 1131 (Reedy Branch Road) and NCSR 1126 (Forlines Road) lying east of said NCSR 1131; running thence S 10°21'31" W 10.44 feet to a point at the centerline intersection of NCSR 1131 and NCSR 1126 lying west of NCSR 1131; thence S 14°39'47" W 580.07 feet to a point in the center of NCSR 1131; thence S 65°40' 47" E 30.60 feet to an existing iron bar on the eastern right of way line of NCSR 1131 at the southwest corner of the property of Goess Holdings, LLC as described in Deed Book 4369, Page 500 and being the POINT OF BEGINNING; thence from said being point so established with the Goess Holdings, LLC south property line S 65°53'44" E 279.70 feet to an existing iron pipe on the west line of the property of Pitt County Girls' Softball League, Inc. as described in Deed Book 624, Page 93; thence with the west line of said Pitt County Girls' Softball League, Inc. S 14°52'57" W 562.50 feet to an existing iron pipe and N 64°56'31" W 306.86 feet to an existing iron pipe on the eastern right of way line of NCSR 1131 (Reedy Branch Road); thence with the eastern right of way line of NCSR 1131 N 17°34'10" E 553.72 feet to the POINT OF BEGINNING containing 3.7162 acres and being Pitt County Tax Parcel 02230 as described in Deed Book 4319, Page 84 and as shown in Map Book 70, Page 71. This description was prepared based on that Boundary and Topographic Survey for Fortner Commercial, LLC by Gary S. Miller & Associates, P.A. dated August 19, 2022 and no field survey has been performed by Ark Consulting Group, PLLC. All deeds and maps referenced in this description are located at the Pitt County Cadastre.





D.B. 4319, PG. 84  
M.B. 70, PG. 71  
PITT COUNTY CADASTRE



PITT COUNTY, NORTH CAROLINA

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN M. SPRULL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL. THIS 7 DAY OF JULY, 2025

*Steph M. Sprull*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept. 25, 2027

SIGNED Stephen N. Spivill  
PROFESSIONAL LAND SURVEYOR NO. 1-2723

3.7162 ACRES



**Fortner/Reedy Branch Storage Annexation  
4771 REEDY BRANCH RD  
Parcel Number 2230  
Town Council Notice of Annexation & Public Hearing  
Letters Mailed on 1.26.26**

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 26<sup>th</sup> day of, January 2026.

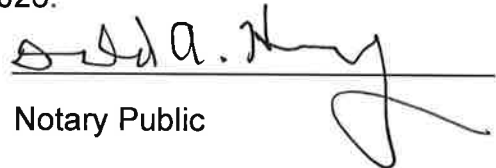


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the 26<sup>th</sup> day of, January 2026.

  
Notary Public

My Commission Expires June 9, 2030





2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone (252)756-2221  
Fax (252)756-3109  
[www.wintervillenc.com](http://www.wintervillenc.com)

**Town Council  
Annexation Request & Public Hearing Notice**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday February 9, 2026** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request and to hold a public hearing:

The Town of Winterville has received an **annexation petition for 4771 Reedy Branch Road in Winterville**. Parcel Number 2230, a 3.7162 acre parcel. The annexation map is included.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting [stephen.penn@wintervillenc.com](mailto:stephen.penn@wintervillenc.com) or the Winterville Planning Department at (252) 756-2221 or at [wintervillenc.com](http://wintervillenc.com).

Winterville Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposal at the meeting. Citizens may also view the hearing on the Winterville website at [www.wintervillenc.com/videos](http://www.wintervillenc.com/videos). If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: [www.youtube.com/channel/UChejtVcuiD9O3\\_zzTrrBj4g](http://www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g).

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com). Please include your name and address.

[illegible]

NEW CITY LIMIT	_____	_____	_____
OLD CITY LIMIT	_____	_____	_____
CITY LIMIT	_____	_____	_____
CALCULATED PROPERTY CORNER	_____	_____	_____

MAP SHOWING AREA ANNEXED BY  
TOWN OF WINTERVILLE, N.C.  
ORDINANCE NO. \_\_\_\_\_ AREA: 3.7162 AC

SURVEYED JO	APPROVED SWS
DRAWN SWP	DATE 07/07/2014
CHECKED SWS	SCALE 1"=40'

ACCEPTED FOR THE TOWN OF WINTERVILLE

[illegible]

Stoutwood Reedy LLC  
RFG Real Estate LLC  
6400 Powers Ferry Rd NW  
STE 385  
Atlanta, GA 30339

Trifecta Innovations LLC  
41 Traditional Ln.  
Albany, NY 12211

Bluemax Rentals LLC  
4761 NC HYW 33 EAST SUITE A  
Greenville, NC 27858

Town of Winterville  
PO BOX 1459  
Winterville, NC 28590

Pitt County Girls Softball League Inc  
PO BOX 639  
WINTERVILLE, NC 28590

George Tamvakis  
1604 Prop Dr.  
Winterville, NC 28590

Silverline Properties LLC  
PO BOX 1153  
WINTERVILLE, NC 28590

Goess Holdings LLC  
3615 Memorial Dr.  
Greenville, NC 27834

Quality Collision Repair LLC  
4758 Reedy Branch Rd.  
Winterville, NC 28590

Judy McLawhorn Etal.  
4897 Reedy Branch Rd.  
Winterville, NC 28590





# TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Chad Moore

Date: 1/25/24

Address: 315 Gable End Ct, Winterville, NC

Phone: 252-531-8023

Town Council Meeting Date Requesting to Provide Comment:

2/19/24

Description of the item(s) to be presented to the Town Council Members. Please be specific.

The inability to speak with Town Officials without penalty


Name(s) of Speaker(s):

(1) Chad Moore

(2) Amanda Moore

(3) \_\_\_\_\_

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

  
Signature \_\_\_\_\_

## Don Harvey

---

**From:** Don Harvey  
**Sent:** Thursday, January 22, 2026 9:04 AM  
**To:** 'Chad Moore'  
**Subject:** RE: February Agenda  
**Attachments:** Public Comment Application-revised 05272010.docx; Public Comment Application-revised 05272010.pdf; Public Comment Policy.docx

Good Morning Mr. Moore,

Please complete the attached form and return to me to be placed on the Monday, February 9, 2026 Town Council Meeting. Thank you for your interest.

Donald Harvey  
Town Clerk  
Town of Winterville  
2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590  
(252) 756-2221 – ext. 2344 – Phone  
don.harvey@wintervillenc.com

-----Original Message-----

From: Chad Moore <chadomoore@yahoo.com>  
Sent: Wednesday, January 21, 2026 8:38 PM  
To: Don Harvey <don.harvey@wintervillenc.com>  
Subject: February Agenda

Be Advised: This email originated from outside of the Town of Winterville, NC

Good evening. My name is Chad Moore and I am the 2026 Pitt County Shrine Club and teacher at AG Cox. I reside on Gable End Ct in the Holly Grove subdivision. I also have a house on Laurie Ellis and a registered voter. My wife, Dr. Amanda Wooten Moore, Winterville resident for 35 years, called a council member and asked a question. I was fired from my job at AG Cox. I have been told by Evan Johnston in 2024 that I am not permitted to talk with town officials. I would like to be put on the upcoming agenda to discuss the precedent that the town has set. Call a commissioner and your spouse gets fired.  
Sent from my iPhone



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Integrity Church of Greenville, NC Annexation.

**Action Requested:** Direct Town Clerk to Investigate Sufficiency of Annexation.

**Attachment:** Annexation Petition, Metes and Bounds/Legal Description, & Annexation Map.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 1/26/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026

☒ Final: tlp 2/4/2026

**Supporting Documentation**

**Applicant:** The Elders of Integrity Church of Greenville NC.

**Location:** 569 Irish Lane and 4136 Old Tar Road.

**Parcel Numbers:** 24022 and 39755.

**Site Data:** 5.85 acres.

**Zoning:** A-R.

**Staff Analysis:**

Applicant is requesting annexation of Integrity Church.

**Anticipated Annexation Schedule:**

2/9/26: Direct Town Clerk To Investigate Sufficiency.

3/9/26: Schedule Public Hearing.

4/13/26: Hold Public Hearing.

If approved, anticipated Effective Date will be February 28, 2026.

Staff recommends approval of the annexation petition.

**Budgetary Impact:** NA.

**Recommendation:** Direct Town Clerk to Investigate Sufficiency of Annexation.



**PETITION REQUESTING ANNEXATION  
TOWN OF WINTERVILLE**

2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

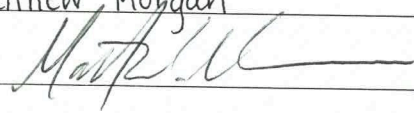
**Staff Use Only**  
Appl. # \_\_\_\_\_

**TO THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WINTERVILLE:**

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description:

Name Matthew Morgan Address 569 Irish Lane, Winterville, NC 28590

Signature 

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property
- Digital copy of all petition items

RESOLUTION OF ELDERS  
OF INTEGRITY CHURCH OF GREENVILLE, NC

The undersigned, being the Elders of Integrity Church of Greenville, NC, a North Carolina Nonprofit Corporation (the "Church"), hereby approve, adopt and consent to the following resolutions in an action in writing without a meeting:

**RESOLVED** that the form, terms, and provisions of the Land Acquisition Agreement attached hereto and made a part hereof (the "Contract"), together with the transactions contemplated thereby, are hereby approved, and resolved further that the Church is authorized to make the representations and warranties, enter into the covenants, and perform each of its obligations under the Contract and each other agreement, certificate, instrument or document to be executed by the Church in connection therewith;

**FURTHER RESOLVED**, that Matthew Morgan as the Lead Pastor of the Church is hereby authorized to execute such notes, mortgages, financing statements, certificates, instruments and such other documents as Lender may require and take such further action on behalf of the Church as he deems necessary or desirable to effectuate the transactions referred to above.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 22nd day of June, 2025.

INTEGRITY CHURCH OF GREENVILLE, NC

By: Hal Holloman  
Hal Holloman, Elder

By: Lucas Stuckey  
Lucas Stuckey, Elder

By: Matt Morgan  
Matt Morgan, Elder



Legal Description for Annexation  
Parcel Numbers 39755 & 24022

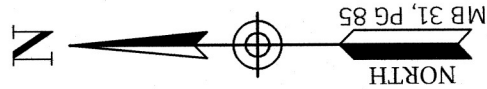
Lying and being in Winterville Township, Pitt County, North Carolina and lying north of Irish Lane, west of NCSR 1700 Old Tar Road, and being bounded on the west by Knoll Acres Lot 7 and northwest by Cornerstone Section 2 Phase 3 Lot 32 (Map Book 93, Page 9), on the north by Thomas Lee Lassiter Parcel Number 13407 (Deed Book 2842, Page 622), on the east by NCSR 1700 Old Tar Road, and on the south by Irish Lane and being more particularly described as follows:

Beginning at a point on the northern right-of-way of Irish Lane and the western right-of-way of NCSR 1700 Old Tar Road, said point being the southernmost corner of Lot 8, Knoll acres subdivision as recorded in Map Book 31, Page 85, the True Point of Beginning. Thence from the True Point of Beginning, leaving the western right-of-way of NCSR 1700 Old Tar Road and following the northern right-of-way line of Irish Lane N 72° 05' 03" W – 412.21' to a point on the eastern line of Lot 7 Knoll Acres, thence along the eastern line of Lot 7 Knoll Acres N 21° 58' 43" E – 564.58' to a point, thence N 05° 41' 48" E – 196.01' to a point at the most southwestern corner of the lands of Thomas Lee Lassiter Parcel Number 13407 (Deed Book 2842, Page 622), thence along of the southern line of Thomas Lee Lassiter N 89° 22' 13" E – 212.45' to a point on the western right-of-way of NCSR 1700 Old Tar Road, thence along of the western right-of-way of NCSR 1700 Old Tar Road the following calls: Thence S 03° 37' 47" E – 7.04', thence S 89° 17' 27" W – 13.45', thence S 03° 09' 13" E – 125.08', thence N 62° 22' 48" E – 15.84', thence S 03° 43' 12" E – 38.70', thence S 03° 43' 12" E – 127.61', thence S 02° 35' 42" E – 100.05', thence S 00° 20' 58" W – 99.99', thence S 05° 22' 15" W – 100.00', thence S 10° 30' 28" W – 100.02', thence S 15° 08' 06" W – 100.04', thence S 17° 37' 03" W – 65.69' feet to the True Point of Beginning, containing 5.85 Acres and being all of Parcel Numbers 24022 & 39755 as filed with the Pitt County Tax Accessor's Office.

FOR REVIEW ONLY

\_\_\_\_\_  
Professional Land Surveyor

L- \_\_\_\_\_  
Date \_\_\_\_\_



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (I) WHICH STATES:  
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

CERTIFICATIONS

I, \_\_\_\_\_ CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OR FROM REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES AND ARE PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PROFESSIONAL LAND SURVEYOR L: \_\_\_\_\_

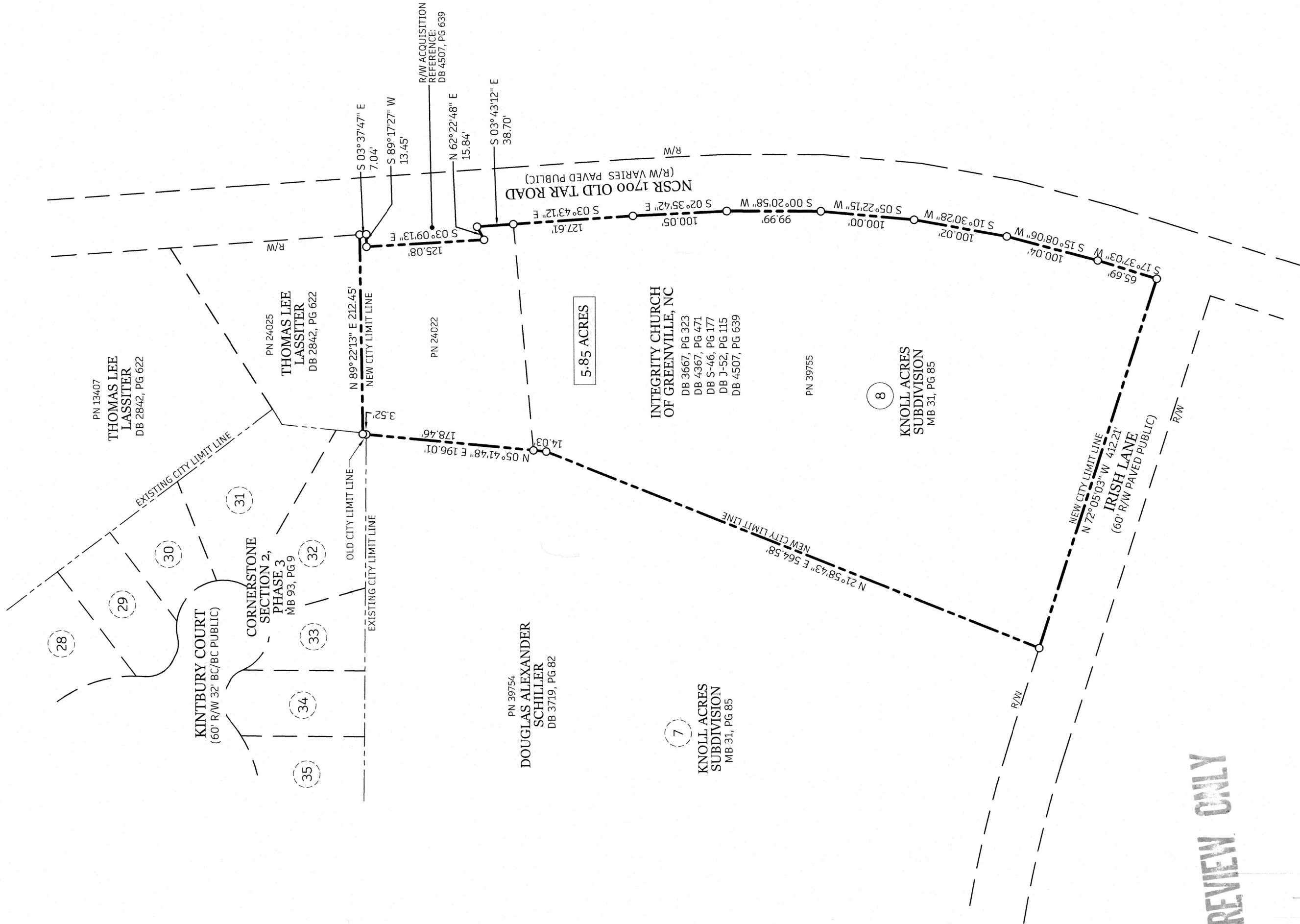
NORTH CAROLINA, \_\_\_\_\_ COUNTY  
I, \_\_\_\_\_, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT \_\_\_\_\_ A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

PROJECT NO. P1838-001  
DRAWING NO. P1838-001 ANNEX DWG



VICINITY MAP  
SCALE: 1" = 1000'




LEGEND  
--- NEW CITY LIMIT LINE  
--- OLD CITY LIMIT LINE  
--- EXISTING CITY LIMIT LINE

PN 39755 AND PN 24022

SHEET 1 OF 1

MAP SHOWING AREA TO BE ANNEXED BY		INTEGRITY CHURCH OF GREENVILLE, NC			
ORDINANCE NO. _____		WINTERVILLE TOWNSHIP		PITT COUNTY	NORTH CAROLINA
5.85 ACRES _____ AREA		OWNER: INTEGRITY CHURCH OF GREENVILLE, NC 569 IRISH LANE WINTERVILLE, NC 28590 (252) 756-4508			
ACCEPTED BY THE TOWN OF WINTERVILLE, NC		<div><div></div><div>STROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647</div></div>			
MAYOR _____					
DATE _____					
SURVEYED: NA		APPROVED: DTB			
DRAWN: DTB		DATE: 12/05/2025			
CHECKED: DTB		SCALE: 1" = 100'			



	<p align="center"><b>Town of Winterville Town Council Agenda Abstract</b></p>	<p><b>Item Section:</b> Consent Agenda</p> <p><b>Meeting Date:</b> February 9, 2026</p>
<p><b>Presenter:</b> Terri L. Parker, Town Manager</p>		
<p align="center"><b>Item to be Considered</b></p>		
<p><b>Subject:</b> Farmstead Subdivision Annexation – Instruct Town Clerk to Investigate Sufficiency.</p> <p><b>Action Requested:</b> Schedule Public Hearing for March 9, 2026.</p> <p><b>Attachment:</b> <i>Annexation Petition, Metes and Bounds/Legal Description, &amp; Annexation Map forthcoming.</i></p>		
<p><b>Prepared By:</b> Terri L. Parker, Town Manager</p>		<p><b>Date:</b> 2/4/2026</p>
<p align="center"><b>ABSTRACT ROUTING:</b></p> <p> <input checked="" type="checkbox"/> TC: 2/4/2026         <input checked="" type="checkbox"/> TM: 2/4/2026         <input checked="" type="checkbox"/> Final: tlp 2/4/2026       </p>		
<p align="center"><b>Supporting Documentation</b></p>		
<p><i>**** Annexation Petition, Metes and Bounds/Legal Description, &amp; Annexation Map forthcoming.</i></p> <p><b><u>Staff Analysis:</u></b></p> <p>Applicant is requesting annexation of Farmstead Subdivision.</p> <p><b><u>Anticipated Annexation Schedule:</u></b></p> <p>2/9/26: Direct Town Clerk to Investigate Sufficiency.</p> <p>2/9/26: Schedule Public Hearing.</p> <p>3/9/26: Hold Public Hearing.</p> <p>If approved, anticipated Effective Date will be March 31, 2026.</p>		
<p><b>Budgetary Impact:</b> NA.</p>		
<p><b>Recommendation:</b> Staff recommends Council schedule Public Hearing for March 9, 2026.</p>		





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 9, 2026

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Farmstead Subdivision Annexation – Schedule Public Hearing.

**Action Requested:** Schedule Public Hearing for March 9, 2026.

**Attachment:** *Annexation Petition, Metes and Bounds/Legal Description, & Annexation Map forthcoming.*

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 2/4/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026

☒ Final: tlp 2/4/2026

**Supporting Documentation**

\*\*\*\* *Annexation Petition, Metes and Bounds/Legal Description, & Annexation Map forthcoming.*

**Staff Analysis:**

Applicant is requesting annexation of Farmstead Subdivision.

**Anticipated Annexation Schedule:**

2/9/26: Direct Town Clerk to Investigate Sufficiency.

2/9/26: Schedule Public Hearing.

3/9/26: Hold Public Hearing.

If approved, anticipated Effective Date will be March 31, 2026.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council schedule Public Hearing for March 9, 2026.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 9, 2026

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Farmstead Subdivision Development Agreement.

**Action Requested:** Schedule Public Hearing for March 9, 2026.

**Attachment:** *Draft Development Agreement Forthcoming.*

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 2/4/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026


☒ Final: tlp 2/4/2026

**Supporting Documentation**

\*\*\*\* *Draft Development Agreement Forthcoming.*

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council schedule Public Hearing for March 9, 2026.

	<b>Town of Winterville Town Council Agenda Abstract</b>	<b>Item Section:</b> Consent Agenda  <b>Meeting Date:</b> February 9, 2026
	<b>Presenter:</b> Stephen Penn, Planning and Economic Development Director	
<b>Item to be Considered</b>		
<b>Subject:</b> Southbrook Phase 3 Rezoning. <b>Action Requested:</b> Schedule Public Hearing for March Meeting. <b>Attachment:</b> Rezoning Application; Metes and Bounds; Rezoning Map (Conceptual Map & Map Showing Phase 3); Planned Unit Development Document; Staff Report; P&Z Consistency and Reasonableness Statement; Consistency and Reasonableness Template for Council.		
<b>Prepared By:</b> Stephen Penn, Planning and Economic Development Director		<b>Date:</b> 1/28/2026
<b>Supporting Documentation</b>		
<p><b><u>Applicant:</u></b> Southbrook NC, LLC (Scott Moore).</p> <p><b><u>Location:</u></b> Off of Church Street Ext, &amp; Laurie Ellis Road.</p> <p><b><u>Parcel Numbers:</u></b> 92860 &amp; 928601.</p> <p><b><u>Site Data:</u></b> 8.536 Acres in Phase 3. (Southbrook Contains 245.43 acre in total).</p> <p><b><u>Zoning:</u></b> R-6 Conditional District (CD) &amp; M-R Conditional District (CD) PUD (Planned Unit Development).</p> <p><b><u>Proposal:</u></b></p> <ul style="list-style-type: none"><li>* The rezoning request proposes to rezone Southbrook Phase 3 from R-6 Conditional District Planned Unit Development (R-6 CD PUD) to Multi-Residential Conditional District Planned Unit Development (M-R CD PUD). The standards and requirements for both districts are outlined in the Southbrook PUD Ordinance (23-O-011).</li><li>* The request will eliminate the need for a stream crossing by relocating the single-family attached units (townhomes) to an interior location within the site. This adjustment ensures that all single-family attached homes are located entirely within the interior of the Southbrook community.</li><li>* The proposal does not increase density or change the overall number of dwelling units within development.</li></ul> <p><b><u>Staff Recommendation:</u></b></p> <ul style="list-style-type: none"><li>• The proposal to rezone Southbrook Phase 3 (8.536 acres) is consistent with the Comprehensive Land Use Plan and surrounding developments. The rezoning will allow the developer to relocate single-family attached units (townhomes) toward the interior of the site and away from Church Street Extension. This change will also eliminate the need for an additional stream and riparian buffer crossing.</li><li>• Staff recommends approval of the rezoning as it reduces environmental impacts and aligns with the goals and recommendations of the Comprehensive Land Use Plan.</li><li>• P&amp;Z unanimously recommended approval at their January meeting.</li></ul>		
<b>Budgetary Impact:</b> NA.		
<b>Recommendation:</b> Schedule Public Hearing for March 9, 2026 Town Council Meeting.		

**OWNERSHIP INFORMATION:**

Applicant: SouthbrookNC, LLC

Address: 4350 Lassiter@ North Hills Ave., Suite 256, Raleigh, NC 27609-5792

Phone #: (704) 995-2507

Owner: Chapel Hill Foundation

Address: 300 South Building, CN 1000, Chapel Hill, NC 27599

Phone #: (919) 962-2336

**PROPERTY INFORMATION**

Parcel #: 11636, 15006, 11638, 82096, 82094 Area (square feet or acres): +/-245.43

Current Land Use: Vacant

Location of Property: Off of Church Street and Laurie Ellis Road

**ZONING REQUEST**

Existing Zoning: PUD (Ordinance 23-0-011) Requested Zoning: PUD

Reason for zoning change: We are revising the Southbrook PUD Conceptual Plan by 1. Eliminating a stream crossing and 2. Relocating a section of single-family attached homes away from Church Street Extension. This revision ensures that all single-family attached homes will be located completely internal to the Southbrook Community.

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

**OWNER/AGENT STATEMENT**

I, Scott Moore, being the Owner or Agent (if Agent, complete

section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for \_\_\_\_/\_\_\_\_/\_\_\_\_.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

- All owners of the property must sign the application.

[Signature]  
Signature

9/26/24  
Date

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

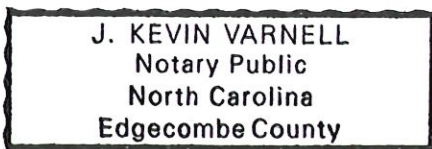
- All owners of the property must sign the application.

I, Scott Moore, being the Owner of the property described herein, do hereby authorize Kerin Varwell, Stocks Eng. as agent for the purpose of this application.

[Signature]  
Signature

9/26/24  
Date

Sworn to and subscribed before me, this 26 day of September, 2024.



[Signature]  
Notary Public

My Commission Expires:

3/18/28

**Staff Use Only**

Appl. #: \_\_\_\_\_ Fee Amount \_\_\_\_\_ Date Paid \_\_\_\_\_

Planning Board Recommendation: APPROVED Meeting Date: \_\_\_\_\_  
DENIED

Conditions/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Council Decision: APPROVED Meeting Date: \_\_\_\_\_  
DENIED

Conditions/Comments: \_\_\_\_\_  
\_\_\_\_\_



WICKS LAUREN A	PATE JOSHUA L	376 HOLLY GROVE DR	WINTERVILLE NC 28590
DANIELS SHANNON	TYRE PAULA L	2807 OAKWOOD DR	WINTERVILLE NC 28590
WILSON KENNETH W	WILSON JULIE D	3106 STREAMSIDE LN	WINTERVILLE NC 28590
MOSS JAMI L	BEST JAMES L	3124 STREAMSIDE LN	WINTERVILLE NC 28590
MELLON DOWNS HOMEOWNERS ASSOCIATION INC	1302 E FIRETOWER RD		GREENVILLE NC 27858
MCDONALD ERICA	MCDONALD TIMOTHY		WINTERVILLE NC 28590
BRYAN NATHANIEL D	2905 VERBENA WY	2909 VERBENA WY	WINTERVILLE NC 28590
HOLLY GROVE HOMEOWNERS ASSOCIATION INC	106 REGENCY BLVD		WINTERVILLE NC 28590
GORBACHOVA YULIYA	MANESS DOYLE A	3112 STREAMSIDE LN	GREENVILLE NC 27834
GINN RICHARD A	HADDOCK MARLA L	2839 OAKWOOD DR	WINTERVILLE NC 28590
LEAHY IRENE ROMA	416 HOLLY GROVE DR		WINTERVILLE NC 28590
WINTERVILLE TOWN OF	PO BOX 1459		WINTERVILLE NC 28590
CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC	300 SOUTH BUILDING CN1000		WINTERVILLE NC 28590
MATURO MARK	TOMAINO MARGARET	2813 OAKWOOD DR	CHAPEL HILL NC 27599
ANNIE ALLEN MAE E LIFE STATE	ALLEN JEFFERY HUDSON REMAIND ETAL		WINTERVILLE NC 28590
CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC	300 SOUTH BUILDING CN1000		WINTERVILLE NC 28590
NOBLES QUENICIA	2909 OAKWOOD DR		CHAPEL HILL NC 27599
ELLIS LAURIE HOWARD JR TRUSTEE	LAURIE HOWARD ELLIS JR TRUST	1036 MADISON AVE	WINTERVILLE NC 28590
FLEMINGS ORVILLE CHRISTOPHER	FLEMINGS GLENDA JOY	420 HOLLY GROVE DR	SAN DIEGO CA 92116
RICKS MONICA R	2827 OAKWOOD DR		WINTERVILLE NC 28590
ATYHA PROPERTIES LLC	1101 EVANS ST		GREENVILLE NC 27858
TRIPP LEWIS O	TRIPP JOE S	4809 BOAT LANDING DRI'	ST AUGUSTINE FL 32092
JONES STEVEN DOUGLAS	JONES DONNA STAPLER	532 NORBERRY DR	WINTERVILLE NC 28590
VERDIN SONIA N	VERDIN MARK C	318 HOLLY GROVE DR	WINTERVILLE NC 28590
CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC	300 SOUTH BUILDING CN1000		CHAPEL HILL NC 27599
SOPRANO DAVID J	SOPRANO MARLENE	505 NORBERRY DR	WINTERVILLE NC 28590
WINTERVILLE TOWN OF	PO BOX 1459		WINTERVILLE NC 28590
GLINIAK ANDREW JOSPEH	GLINIAK RACHEAL RENEE	2968 CALLA LILLY LN	WINTERVILLE NC 28590
BRUMSEY JAVON LLEWELLYN	BRUMSEY DARNESHA SHAVONNE K	2873 OAKWOOD DR	WINTERVILLE NC 28590
GARRIS RANDY LEE	GARRIS BRENDA BOWEN	2931 OAKWOOD DR	WINTERVILLE NC 28590
WELLS JOSEPH A	WELLS KAITLYN G	324 HOLLY GROVE DR	WINTERVILLE NC 28590
HUNSUCKER WAYLAND A	BRIDGERS SUE ELLEN TRUSTEE BRI	PO BOX 1896	WINTERVILLE NC 28590
NGUYEN JANET REMAINDER	BROCK ROBERT D LIFE ESTATE	ETAL	WINTERVILLE NC 28590
BAKER MARTY E	BAKER HEATHER D	364 HOLLY GROVE DR	WINTERVILLE NC 28590
PAWLAK ROMAN	KANG JIN S	3105 STEAMSIDE LN	WINTERVILLE NC 28590
TYNCH ALLEN WAYNE JR	330 HOLLY GROVE DR		WINTERVILLE NC 28590
RUCKER LORRAINE R	4433 NORRIS STORE RD		WINTERVILLE NC 28590
MORRIS HAYDEN	MORRIS TERESA	2904 VERBENA WY	AYDEN NC 28513
CLIFTON RUSSELL W	CLIFTON RANDI L	2969 CALLA LILLY LN	WINTERVILLE NC 28590
AFTOAZ LLC	331 WEST MEATH DR		WINTERVILLE NC 28590
ALTHOFF GARY	ALTHOFF LINDA	509 NORBERRY DR	WINTERVILLE NC 28590
RICHARDS KEITH ANDREW	RICHARDS NICHOLE NEAL	2943 OAKWOOD DR	WINTERVILLE NC 28590
MATKINS JERRY T	MATKINS BARKSDALE T	1540 MANNING RD	JAMESVILLE NC 27846
WILEY AMANDA M	6207 REEDY BRANCH RD		WINTERVILLE NC 28590



COTTEN MCLOYD FOUNTLERROY	BELL COTTEN GLENDA DIANNE	312 HOLLY GROVE DR	WINTERVILLE NC 28590
MERIZIO PATRICIA	200 PRANCER DR		BEAUFORT NC 28516
JOYNER ODIS WILLARD	JOYNER LOTTIE NOBLES	3118 STREAMSIDE LN	WINTERVILLE NC 28590
GATES CAROL JOSEFINE	2845 OAKWOOD DR		WINTERVILLE NC 28590
WALSTON SCARLETT	LOWERY WILLIAM III	3101 STREAMSIDE LN	WINTERVILLE NC 28590
MAXIME JEAN H	MAXIME BEATRICE	351 WINDING MEADOWS	WINTERVILLE NC 28590
HARRIS SARAH EMOLYN	382 HOLLY GROVE DR		WINTERVILLE NC 28590
PITT COUNTY SHRINE CLUB HOLDING CORPORATION	PO BOX 1845		WINTERVILLE NC 28590
GILL CHERYL	2893 OAKWOOD DR		WINTERVILLE NC 28590
BOND ROBYN VICTORIA	9099 MAIL SERVICE CENTER ACP 14		NC CENTRALIZED MAILING NC 276
ZENO HARLAND D II	ZENO TAMMY	522 NORBERRY DR	WINTERVILLE NC 28590
SMITH MAURICE A SR	SMITH NORKINA	2819 OAKWOOD DR	WINTERVILLE NC 28590
CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC	300 SOUTH BUILDING CN1000		CHAPEL HILL NC 27599
DANIELS LAMONT	526 NORBERRY DR		WINTERVILLE NC 28590
CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC	300 SOUTH BUILDING CN1000		CHAPEL HILL NC 27599
WELLS ERICA D	WELLS MARKUS	408 HOLLY GROVE DR	WINTERVILLE NC 28590
GAVIN TEMIAS DANTE	GAVIS JALYSA KARINA	2905 OAKWOOD DR	WINTERVILLE NC 28590
JONES LAUREN WILLIAMS	JONES CHRISTOPHER BROCK	386 HOLLY GROVE DR	WINTERVILLE NC 28590
MCNEILL RODNEY L	MCNEILL GERALD C	2908 VERBENA WY	WINTERVILLE NC 28590

Beginning at a rebar found on the easternmost point of the now or formerly Riley and Kayla Davis property, thence North  $34^{\circ}12'03''$  East a distance of 211.86 feet, thence North  $62^{\circ}02'58''$  East a distance of 740.05 feet, cornering then a curve with a radius of 556 feet with a bearing of S  $20^{\circ}27'29''$  East with an arc length of 100.88 feet, thence South  $25^{\circ}39'48''$  East a distance of 249.05 feet, cornering South  $62^{\circ}02'33''$  West a distance of 459.40 feet, thence South  $57^{\circ}48'44''$  West a distance of 175.69 feet, thence South  $45^{\circ}47'07''$  West a distance of 79.34 feet, thence South  $31^{\circ}10'43''$  West a distance of 79.34 feet, thence South  $16^{\circ}28'23''$  West a distance of 79.34 feet, cornering North  $80^{\circ}49'50''$  West a distance of 411.73 feet, cornering North  $33^{\circ}43'16''$  East a distance of 118.07 feet, thence North  $35^{\circ}14'59''$  East a distance of 173.09 feet to point and place of Beginning containing 8.536 Acres, More or Less.











## Appendix 1 – Conceptual Plan



**AN ORDINANCE TO AMEND CHAPTER 155  
ZONING ORDINANCE OF THE  
CODE OF ORDINANCES OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA  
OFFICIAL ZONING MAP**

**WHEREAS**, The Coley Group has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein from Agricultural Residential (AR) to PUD Conditional District (R-6 CD and MR CD).

**WHEREAS**, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on January 9, 2023, after due notice publication on December 28, 2022 and January 4, 2023; and

**WHEREAS**, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

**WHEREAS**, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

**WHEREAS**, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville's Comprehensive Land Use Plan;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Winterville, North Carolina that:

**Section 1.** The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural Residential (AR) to PUD Conditional District (R-6 CD and MR CD) and is governed by the attached PUD document and unified development plan.

*The Coley Group, a 245.43-acre tract land located on **Laurie Ellis Road and Church Street Ext. Tax Parcels 15006, 11636, 11638, 82094 and 82096**, and being more particularly described on the attached legal description provided below.*

**LEGAL DESCRIPTION OF PROPERTY  
REZONED FROM R-15 to GB CD  
THE OVERTON GROUP  
WINTERVILLE TOWNSHIP, PITT, NC**

**TAX PARCEL #15006:**

The following property acquired by A. Donald Stallings by Deed from Roy C. Mills and wife dated May 5, 2005, recorded in Book 1906, Page 113, Pitt County Registry:

**PARCEL 1:**

BEING all of the lands (EXCEPTING Tract "A" containing 25.2 acres and Tract "B" containing 2.25 acres and Tract "C" containing 2.06 acres and Tract "D" containing 7.2 acres) as shown and described on that certain "MAP FOR RECORD FOUNTAIN W. CARROLL," dated March 23, 1966, and prepared by R. J. Strickland, R.S., which said map is recorded in Map Book 15 at page 21, Pitt County Registry, reference to which is hereby made for a more accurate description.

The lands herein described and conveyed contain 138.74 acres after excepting Tracts "A", "B", "C" and "D" as hereinabove excepted and specified. Being the identical property conveyed by Mary Frances Albritton Carroll (widow) to Roy Mills and wife, Jean Mills by deed dated January 17, 1968, recorded in Book M37, Page 440, Pitt County Registry.

**PARCEL 2:**

**First Tract:** That certain tract or parcel of land situate, lying and being in Winterville Township, Pitt County, North Carolina, and located 408 feet eastwardly from the "First Tract" described in the deed from R. M. Abbott et ux to Lucy Abbott Hunsucker, dated March 21, 1962, and recorded in Book 0-33 at page 355 of the Pitt County Registry, and connected with said "First Tract" herein referred to by a path as shown on the map recorded in Map Book 10 at page 137 in the Office of the Register of Deeds of Pitt County, to which map reference is hereby made, and beginning at a point in the center of the path 408 eastwardly, when measured along the center of the path, from the "First Tract" herein referred to, and running thence North 26 deg. 15 min. East, 100 feet; thence North 52 deg. East, 134 feet; thence S. 36 deg. East, 181 feet; thence S. 9 deg. 45 min. West, 300 feet; thence North 84 deg. 15 min. West, 218 feet; thence North 19 deg. 30 min. West, 147 feet; thence North 29 deg. 15 min. East, 121 feet to the point of the beginning, and containing 2.25 acres, more or less, and being the "Second Tract" described in the deed recorded in Book 0-33 at page 355 of said Registry and hereinabove referred to.

**Second Tract:** That certain tract or parcel of land situate, lying and being in Winterville Township, Pitt County, North Carolina, bounded on the north, east and south by the lands of Roy Mills, and on the west by a ditch and the lands of Lucy Abbott Hunsucker on the west side of said ditch, and beginning at the northeast corner of the 25.2-acre tract of land described as "First Tract" in the deed from R. M. Abbott et al, to Lucy Abbott Hunsucker, recorded in Book 0-33 at page 355 of the Pitt County Registry, in Roy Mills' line, and running thence South 11 deg. West, with Roy Mills' line, 312 feet; thence North 86 deg. 15 min. West, 112 feet, more or less, to the center line of a ditch; thence northwardly, with the center line of said ditch, 315 feet, more or less, to the line of Roy Mills; thence with his line, South 79 deg. 30 min. East, 90 feet, more or less, to the point of beginning and containing of an acre, more or less, and being the easternmost portion of the 25.2 acre tract of land described in the deed recorded in Book 0-33 at page 355 of the Pitt County Registry.

The above 2 parcels being the identical property conveyed by deed from Wayland L. Hunsucker and wife, Lucy Abbott Hunsucker, to Roy Mills and wife, Jean Mills, dated January 4, 1973, recorded in Book L4 I, Page 179, Pitt County Registry.

**PARCEL 3:**

**Tract 1:**

Containing 23.99 acres, more or less and being Tract No. 1 on map entitled Property of A. D. McLawhorn, Jr. and W. L. Hunsucker dated January 30, 1970 and recorded in Map Book 20, Page 2, Pitt County Registry.

**Tract 2:**

Containing 23.99 acres, more or less, and being Tract No. 2 on map entitled Property of A. D. McLawhorn, Jr. and W. L. Hunsucker dated January 30, 1970 and recorded in Map Book 20, Page 2, Pitt County Registry.

## Existing/ Current PUD and REZONING Ordinance for Southbrook

Being the identical property conveyed by deed from Martin Taylor McLawhorn and Katie Marie Farkus to Roy C. Mills and wife, Jean I. Mills dated September 14, 2002, recorded in Book 1364, Page 644, Pitt County Registry.

### **TAX PARCELS (#11636 and #11638):**

The following property acquired by A. Donald Stallings by Deed from Wayland A. Hunsucker et al dated January 20, 2006, recorded in Book 2056, Page 377, Pitt County Registry and by Quitclaim Deed from Elizabeth Abbott Bridgers et al dated April 30, 2010, recorded at Book 2769, Page 148, Pitt County Registry:

Lying and being in Winterville Township, Pitt County, North Carolina and more particularly described as follows:

**Tax Parcel #11636; Tract 1:** Being all of Tract 1 consisting of 19.80 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated September 8, 2005, revised December 29, 2005, prepared by Baldwin and Associates and recorded in Map Book 64, Page 185, of the Pitt County Public Registry.

**Tax Parcel #11638; Tract 2:** Being all of Tract 2 consisting of 7.513 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated September 8, 2005, revised December 29, 2005, prepared by Baldwin and Associates and recorded in Map Book 64, Page 185, of the Pitt County Public Registry.

### **TAX PARCEL #82094:**

The following property acquired by A. Donald Stallings by Deed from Margaret M. Nemtuda et al dated March 14, 2014, recorded in Book 3219, Page 288, Pitt County Registry and by Quitclaim Deed and Release from Wayland A. Hunsucker et al dated May 6, 2014, recorded at Book 3219, Page 314, Pitt County Registry:

Lying and being in Winterville Township, Pitt County, North Carolina and more particularly described as follows:

Being all of Tract 1 consisting of 9.12 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated January 9, 2014, prepared by Bjerkeset Land Surveying and recorded in Map Book 77, Page 97, of the Pitt County Public Registry.

### **TAX PARCEL #82096:**

The following property acquired by A. Donald Stallings by Deed from Wayland A. Hunsucker et al dated April 1, 2014, recorded in Book 3219, Page 295, Pitt County Registry:

Lying and being in Winterville Township, Pitt County, North Carolina and more particularly described as follows:

Being all of Tract 2 consisting of 20.00 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated January 9, 2014, prepared by Bjerkeset Land Surveying and recorded in Map Book 77, Page 97, of the Pitt County Public Registry.

End of Legal Description



**Section 2.** This action shall be shown on the Official Zoning Map.

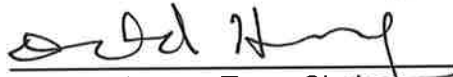
**Section 3.** This ordinance shall become effective upon adoption.

Adopted this 9<sup>th</sup> day of January 2023.



  
Richard E. Hines, Mayor

ATTEST:

  
Donald Harvey, Town Clerk



**Town of Winterville  
Plan Unit Development  
For  
Southbrook**

Applicant:

Southbrooknc, LLC

4350 Lassiter at North Hills Ave, Ste 256

Raleigh, NC 27609

October 20, 2022



**Project Development Team:**

**Project Manager – Southbrooknc, LLC**

4350 Lassiter at North Hills Ave, Ste 256 Raleigh, NC 27609

Contact: Scott Moore

[scott@thecoleygroup.com](mailto:scott@thecoleygroup.com)

### 1. Definitions and Construction Terms

**Conceptual Plan.** The Conceptual Plan is a plan that generally identifies the land use patterns, conceptual design, and density for the development of the Southbrook Property and is attached as Appendix 1. The Conceptual Plan serves as the zoning map for the development, is a condition of this planned density residential rezoning application, and, along with this document, serves to form the Development Plan for the proposed development.

**Developer.** The Developer of this project is Southbrooknc, LLC and/or assigns.

**Development Plan.** This rezoning application with the Conceptual Plan constitutes the Development Plan.

**Home Owners Association (HOA).** The HOA is a non-profit corporation for the purposes, among other things, of owning and managing the privately owned common areas and providing governance of the development as a homeowner's association.

**Open Space.** "Open space" refers to areas of the development that allow for light, air, wildlife habitat, stormwater control, and scenic and recreation use. Also included are areas designed to enhance the privacy or general appearance of the development. Open space shall be owned and maintained by the HOA.

**Planned Unit Development (PUD).** This zoning designation is established to allow for design flexibility of development and is intended to encourage efficient use of the land and public services and to promote high quality design that will provide a variety of dwelling types as well as support services and open space for the residents of the development. These regulations are intended to permit integration with adjacent residential uses and to promote compatibility with existing and emerging patterns of development.

**Town.** "Town" refers to the Town of Winterville.

**Zoning Ordinance.** The Zoning Ordinance for the Town of Winterville. Any term not defined in this document will be as defined in the Zoning Ordinance.

### 2. Development Plan

The plan will meet the Town's Zoning Ordinance (latest edition) and all standards and policies (latest edition) except as noted otherwise.

The maximum number of units proposed is 612 residential homes (with a maximum of 154 Single Family Attached Homes) on the 245-acre subject property. The Conceptual Subdivision Layout shows the general layout of the proposed development with anticipated use areas and how they mingle throughout the development, connected by open spaces and sidewalks along public roads. The Development Plan also shows the general area of Stormwater Control Devices and Recreational Areas. As the plan is further developed, the actual locations of the proposed stormwater devices, residential product types and locations may vary to conform to the Construction Plans.

The proposed rezoning request is beneficial to the Town because it provides a greater tax base. By concentrating more homes on a smaller footprint, we are maximizing the protection of trees and environmentally sensitive areas which is useful to the future residents by concentrating excess open space, that would normally be included in each lot, into larger preservation areas within the subdivision. This gives the new home buyer a smaller lot with less maintenance and also provides a larger area for recreation for all to enjoy. This also results in less long-term infrastructure maintenance for the Town for the same tax base revenue.

Assuming the Town Council finds this rezoning application favorable, the Construction Drawings will provide a much higher level of technical data and detail appropriate for review by the Town, NCDOT, and other agencies having jurisdiction.

The guidelines and zoning regulations for the development and the agreed upon conditions are included in the Development Plan. To account for both technological innovations and unforeseen marketplace changes, this Development Plan is intended to incorporate flexibility concerning design and development.

Should the Developer want to make changes to the Development Plan, the Planning Director can approve specific minor revisions or changes that represent less intensive uses. An example of one such modification is changing the type of residential use that results in a decrease in density. The approval of the Planning Director is an administrative approval only and all other changes to this Development Plan will constitute a rezoning and require City Council approval.

### **3. Compliance with Town of Winterville's Comprehensive Land Use Plan**

The site referenced in this Development Plan is located on both the south side of Laurie Ellis Road and east of Church Street in Winterville. The proposed property contains approximately 245 acres and includes the areas associated with the following Parcel Identification Numbers: 15006, 11636, 11638, 82096, 82094.

The site falls under the Town of Winterville's jurisdiction for planning and land use control. According to Town's Comprehensive Land Use Plan from 2019, the site is shown as medium to high on the Residential Land Use Suitability Map as part of the community assessment. Our proposal shall meet the guidelines of the Healthy Neighborhoods and Environment section by "Developing in a way that alleviates impacts to the natural environment including, flood sensitive areas, trees and valuable natural resources". We are also proposing to adhere to the "Connectivity and Mobility section by creating safe connections between neighborhoods, destinations and services. We will utilize existing public street connections with adjacent communities and also provide stub connections to adjacent lands for future connectivity. Our plan shall adhere to the Future Land Use Map as we will provide a "Suburban Residential" community with 2.5 units per acre with smaller lot sizes that will meet standards for open space and amenities.

### **4. Common Areas**

Common Areas may include, but are not limited to, open spaces and shared amenities like butterfly gardens, dog parks, playgrounds, pool, structures, walking trails, etc. Every lot owner will have the right of ingress and egress, use, and enjoyment in and to the Common Areas, subject to the rules and regulations of the HOA, which rights are appurtenant to and pass with title to every lot.

### **5. Residential Restrictions**

The agents and employees of the Developer and the HOA will have the right to enter onto any lots in the development to control certain actions or activities on such lots. These actions include, but are not limited to, the following:

- A. On and off-street parking on common areas and lots,
- B. Erection of signage,
- C. Solicitation by property owners and non-property owners,
- D. Access by non-property owners,
- E. Construction or placement of temporary structures,
- F. Construction of accessory buildings,
- G. Maintenance of lots (both pre- and post-construction), and
- H. Erection of decorative poles for street or non-regulatory signs within public rights of way if Town approval is granted for the same. These are the responsibility of the HOA to install, repair, and replace at no cost to the Town.

More specific guidelines concerning these actions/activities may be adopted by the Developer and/or the HOA. Subsequently, the Developer and/or the HOA will have the right to enforce these actions/activities in accordance with Town rules, regulations, and ordinances.

### **6. Dimensional Standards**

For each subdivided lot, the dimensions of the lot, yard, and setback will be determined by the Developer as stated in Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements as shown in Appendix 2.

### **7. Regulation of Open Space**

The regulation of Open Space within the development will be done by the Developer and the HOA. As such, the Developer and/or the HOA may implement policies regarding towing, parking, access, signage, and trespassing within the development.

### **8. Driveways/Roadway Access and Sidewalks**

Concrete will be used to surface all residential driveways. Utility drives, maintenance areas, drives to temporary structures, access drives to public utility services, and other similar drives can use alternative surface options as approved by the Town's Public Works and Fire departments. Sidewalks in the development will be installed at as per the approved street cross sections generally 5' wide and on one side of the street with the exception of cul-de-sacs.

### **9. Building & Aesthetics for Single Family Detached Homes**

Town ordinances will be met during construction of the development. The HOA will retain authority over the aesthetic aspects of construction such as architectural style elements, appearance, and color through its architectural control mechanisms. All single-family homes will have the following:

1. All homes will have a minimum of 1800 heated square feet.
2. Dimensional architectural roof shingle.
3. 6" min. roof overhang on all sides.
4. All homes will include a 2-car garage.
5. The same elevation is not allowed to be built (1) side by side, (2) across the street, or (3) diagonally from one another.
6. Garage doors will be decorative and/or contain windows.

### 10. Building & Aesthetics for Single Family Attached Homes

The HOA will retain authority over the aesthetic aspects of construction such as architectural style elements, appearance, and color through its architectural control mechanisms. All single family attached homes will have the following:

1. All homes will have a minimum of 1600 heated square feet.
2. Dimensional architectural roof shingle.
3. 6" min. roof overhang on all sides.

### 11. Signs (Non-Regulatory)

Entrance signage must be on a parcel that is owned by the HOA or within a signage easement on an owner's property.

The Developer and the HOA will control all applications, permitting, erection and maintenance of all non-regulatory signs within the development. The Town shall permit and inspect all signs that relate to all local, state, and federal building codes.

For all signs (including those that are temporary in nature) erected in public rights-of-way or in view of publicly maintained access, the Developer and the HOA will abide by all sign regulations and limitations as set in the Zoning Ordinance.

### 12. District Regulations

The Developer and the HOA will encourage efficient use of the land and public services and promote high quality design that provides a variety of dwelling types along with adequate support services and open space for the residents of the development. The district regulations are intended to allow for innovative development that is integrated with proposed adjacent uses and compatible with existing patterns of development.

### 13. Developer and HOA Requirements

The Developer and the HOA will meet the following requirements:

- A. The Developer and the HOA agree to be responsible for the maintenance and perpetual existence of common areas.
- B. When individual lots that are not a part of an approved and platted subdivision are to be sold, a new subdivision construction and final plat shall be submitted to and approved by the Town and recorded in Pitt County Register of Deeds prior to the sale of lots and granting of any building permit.
- C. The Developer or the HOA must authorize the subdivision or recombination of property prior to the required approval by Town staff.
- D. No building permit for any structure within the development shall be issued until all required improvements are completed or bonded in accordance with the approved construction plans and conditionally accepted by the Public Works Department.
- E. The maximum allowable density shall not exceed 2.5 units per gross acre based on the



total acres in the development.

- F. Land additions to the development may be made in increments of any size and will be subject to this Development Plan.
- G. A variety of dwelling unit styles will be proposed for the development and support uses with adherence to the minimum residential lot areas per Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements as shown in Appendix 2.
- H. Setback from public rights-of-way: Any building that is erected, reconstructed, or moved shall be setback a minimum of 20 feet (required by code) from the right-of-way line.
- I. Height Requirements. Maximum building height shall not exceed the heights as stated on the Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements.
- J. Open Space Requirement. The proposed overall open space for the project will be no less than 20% of the total project area. The open space will be controlled by the HOA and will be generally located as shown on the Conceptual Subdivision Layout. Within the open space, there will be play areas, stormwater control devices, wooded areas, and grass.

#### 14. **Rights-of-Way Width, Street Design, and Improvements Requirements**

Streets shall be designed in accordance with Section 4 of the Town's Standards Specifications and Details with the following exception: Typical Street cross sections shall follow the detail shown in Appendix 3.

The Town may allow the construction of private streets and/or parking areas within future phases of the community as appropriate for the type of use, structure and development created. The Developer shall designate any such private streets and/or parking areas as Common Open Space to be owned and maintained by the HOA, with full easement rights of access, ingress and egress, thus granted to all owners of lots within the development.

Roadway improvements (turn lanes) on Laurie Ellis Road or Church Street may be required in conjunction with subdivision street access and would be the responsibility of the Developer.

#### 15. **Subdivision Improvements**

The Developer will meet the following requirements:

- A. Curbs and Gutters. Concrete curbs and gutters shall be installed on all public streets within the development to meet all requirements of the Town of Winterville.
- B. Electric Utility Lines. All public electric utility lines will be installed in accordance with the Town's policy for electric service. Electric lines will be installed underground in easements or rights-of-way outside of curb lines where practical.
- C. Natural Gas Utilities. All public natural gas utility lines within the development will be installed in accordance with the Town's policy for Natural Gas Service. Natural gas service lines shall be installed underground in easements or rights-of-way outside of curb lines where practical.
- D. Special Exceptions for Design Waivers. If at any time before or during the construction of the required improvements, it is demonstrated to the satisfaction of the Public Works Department that unforeseen conditions make it necessary to modify

the location or design of such required improvements as were approved in the Development Plan, the Public Works Department may authorize such modifications, provided these modifications are within the spirit and intent of the Town Council approval and do not substantially alter the function of any improvements required by the conceptual master plan.

- E. Solid Waste Improvements. All residential lots will utilize roll out carts. No specific solid waste improvements are anticipated.
- F. Street Trees. The developer desires to provide a streetscape that contains street trees along the public street right of ways within a designated 7' planting strip. Street trees measuring 8' in height and 1.5" in caliper will be provided along the public street rights-of-way at a rate of one per 40' while accommodating driveways. These trees shall adhere to the Town's approved list of street trees. The HOA and/or homeowner will be completely responsible for the health and well-being of the trees. Maintenance of these trees will be specified within the HOA Community Regulations.
- G. Storm Drainage. All stormwater infrastructure shall be designed and constructed to meet all requirements of the Town of Winterville.
- H. Erosion Control. All erosion control measures shall be designed and constructed to meet all requirements of the Town of Winterville.

### 16. Approval Processes

Rezoning & Preliminary Plat Approval and Revision Process shall adhere to the following:

- A. The Developer will submit a PUD & Rezoning Plan which indicates the design and development pattern for the community. The PUD & Rezoning Plan will be reviewed by the Planning Board, and voted on by the Town Council. Once approved, these two documents will constitute the official master plan for the development.
- B. The Planning Director and the Public Works Director shall have the authority to approve minor deviations to the PUD and Rezoning Plan provided said deviations remain consistent with the spirit and intent of the approvals.
- C. Major deviations and changes to the PUD and Rezoning Plan will require City Council approval. Changes resulting in less intensive density, minor open space shifts, or minor road revisions shall not be considered major deviations.
- D. After approval of the PUD & Rezoning plan, The Developer will submit a Preliminary Plat which will indicate the lot layout within the approved development pattern for the community. The Preliminary Plat will be reviewed by the Planning Board, and voted on by the Town Council.

Construction Drawing Approval and Revision Processes:

- A. Upon approval of the Preliminary Plat, the developer will engage the town and all applicable review agents for Construction Drawing approvals (including but not limited to all planning, engineering and Town/NCDOT reviews).

- B. Upon receipt of Construction Drawing approvals, the Developer may schedule all pre-construction meetings and then begin construction on the required improvements. The Town and all applicable review agents will issue approval letters acknowledging that all required permits have been issued.
- C. The Planning Director and the Public Works Director shall have the authority to administratively approve all minor deviations to the Construction Drawings provided said deviations remain consistent with the spirit and intent of the approved Rezoning and Preliminary Plat.

### Final Plat Approval Process:

- A. Upon completion and approval of the required improvements by the State and/or Public Works Department, the developer will submit a Final Plat to the Town and applicable review agents for approval. The Final Plat will conform to the Town's Subdivision Ordinance and approved Construction Drawings.
- B. Once the Final Plat is approved, it will be recorded in the Pitt County Register of Deeds.

### Building Permit & Certificate of Occupancy Issuance:

- A. No building permit will be issued to any owner/builder in the Development until the section in which the lot is located has been final platted and meets all the requirements of the approved construction drawings, including the acceptable construction of the Town's roadways.
- B. No Certificate of Occupancy shall be issued until all the required provisions of the Construction Drawings, and applicable local, state and federal regulations are met, except that, provided all other improvements have been completed or bonded and approved by the Town. All bonded improvements shall be completed as approved by the Public Works Department.

### 17. Project Phasing and Future Property Annexation:

A project of this size requires phased construction. The entrance location(s) and utilities will determine the direction of phasing for this project and all future phases. The Town and Developer recognize that adjacent properties can be included and annexed within this PUD by Southbrooknc, LLC or related entities. The PUD as shown contains more than the allowable open space per the ordinance. The developer reserves the right to annex future properties with the ability to utilize and apply this open space to those properties. This project and any future annexed properties will altogether have no less than 25% open space.

### Notes:

Appendix 1 Conceptual Plan

Appendix 2 Dimensional Standards Chart

Appendix 3 Street Cross Sections



## Appendix 2 - Dimensional Standards Chart

### ARTICLE VII. TABLE OF AREA, YARD AND HEIGHT REQUIREMENTS

#### Section 7.1 Dimensional Requirements

Each use shall as a minimum conform to the dimensional requirements of the district in which it is located. In some cases, a specific use may be required to meet the Special Requirements as set forth in Section 6.5.

		MINIMUM LOT SIZE (See Notes)		MINIMUM YARD REQUIREMENTS (See Notes)			
		Lot Area Square Feet	Lot Width (in feet) (1)	Front yard setback (in feet)	Side yard (in feet)	Rear yard (in feet)	
<b>R-6</b>	Single-family	6,000	50	20	5	20	35
<b>M-R</b>	Single-family attached	2,000	20	20	5	20	35

#### NOTES:

- (1) Lot Width shall be measured at the minimum front yard setback line, provided that lot width for residential lots may be measured at the actual building setback which shall not be less than the minimum and shall not be more than two (2) times the minimum. In addition, frontage on the public street shall conform with Section 3.3 (See definition of lot width).











**Town of Winterville Planning Department**  
**Zoning Staff Report**

**GENERAL INFORMATION**

<b>APPLICANT</b>	Southbrooknc, LLC c/o Scott Moore
<b>HEARING TYPE</b>	Rezoning Request
<b>REQUEST</b>	Multi-Family Residentials Rezoning- Applicant is requesting to shift a small portion of their Single-Family Attached (Townhomes) on their property. R-6 CD PUD to M-R CD PUD.  Request will help avoid an additonal stream crossing and will relocate the single-family attached (townhomes) away from Church Street Ext.
<b>CONDITIONS</b>	Planned Unit Development – Unified Development Plan.
<b>LOCATION</b>	Church Street Ext. / Laurie Ellis Road
<b>PARCEL ID NUMBER(S)</b>	92860 & 92861.
<b>PUBLIC NOTIFICATION</b>	P&Z Meeting: Adjacent property owners were mailed notification of the rezoning request on January 8, 2026. 80 property owners were mailed notification. Notification was posted on site on January 8, 2026.
<b>TRACT SIZE</b>	8.536 acres of the 245 +/- acre development.
<b>TOPOGRAPHY</b>	Flat
<b>VEGETATION</b>	Agricultural/Wooded

**SITE DATA**

<b>EXISTING USE</b>	Agricultural / Vacant/ Wooded
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<b>ADJACENT PROPERTY FROM AMENDED SITE</b>	<b>ZONING</b>	<b>ADJACENT LAND USE</b>
N	R-6 CD & MR CD PUD	Southbrook/ Single Family Residential.
W	R-6 CD & MR CD PUD	Southbrook/ Single Family Residential.
E	R-6 CD & MR CD PUD	Southbrook/ Single Family Residential.
S	R-6 CD & MR CD PUD	Southbrook/ Single Family Residential.



### **SPECIAL INFORMATION**

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	Wetlands- PUD approved to help avoid environmental conflicts.
FLOODPLAIN	N/A
STREAMS	Southeast Drainage Lateral SC-35A, Tributary of off Swift Creek
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Subdivision plan required

\*\*These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

### **LANDSCAPING & BUFFER REQUIREMENTS**

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

### **TRANSPORTATION**

STREET CLASSIFICATION	Laurie Ellis Road – NCDOT Road Church Street Ext – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Laurie Ellis Rd– 2200 Church Street Ext - 180
TRIP GENERATION	N/A
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	Per site plan, the development will connect to three (3) existing stub streets and provide seven (7) additional stub streets to surrounding properties.
OTHER	N/A



## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed amendment would allow land uses that are compatible with the general character of the area. The adjacent properties are zoned likewise and would provide a smooth transition from one district to another. Phases 1 and 2 of the development have received Preliminary Plat approval. Phase 3 was designed in conjunction with the previous two phases in order to ensure a cohesive development. The proposed amendment does not change any other aspects of the PUD document and will result in the same number of units and density. The phase 3 rezoning request will help the developer avoid a stream crossing/riparian buffer crossing and will relocate the townhomes internal to the site as shown on attached documents.

### **Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this property as a Suburban Residential character area. The requested **PUD** zoning districts are consistent with this character area as defined by the future land use designation and will be within the density requirements (proposed 2.5 units per acre – Suburban Residential allows 1-3 units per acre.)

## **Comprehensive Land Use Plans - Recommendations & Implementation**

### **Suburban Residential - General Character:**

1. Larger lot, single family detached residential. Generally around 3 dwelling units per acre, with smaller lots occasionally if minimum standards for open space and amenities are exceeded.

### **(Land Use) Policy 1: Encourage a balanced tax base while managing growth:**

**Strategy 1.1:** Utilize the Future Land Use Map and character areas when considering land use decisions.

- Identified as Suburban Residential Character Area.

**Strategy 1.3:** Encourage a logical progression of development and extension of utilities and discourage leap-frog development.

- The proposed development is located adjacent to existing subdivisions and would not be considered a leap-frog development.

### **Policy 5: Maintain and improve neighborhood character:**

**Strategy 5.2:** Encourage open space and amenities in new development.

- The proposed development would provide ample open space and community amenities.



**(Economic Development) Policy 3: Reinforce the Town's identity as a family-friendly community.**

**Strategy 3.1:** Support rezonings to residential used in the Suburban Residential areas identified on the Future Land Use Map.

- Property identified as Suburban Residential Character Area.

**(Infrastructure & Mobility) Policy 2: Coordinate connectivity, street and sidewalk standards.**

**Strategy 2.2:** Require or incentivize the connection of stub streets to adjacent properties to allow for future connection of local or collector streets.

- Per the site development plan, the proposed development will provide seven (7) stub streets for future connection with adjacent properties, in addition to connecting with three (3) existing stub streets in Holly Grove and Melon Downs.

**Strategy 2.4:** Require sidewalks in new developments.

- The proposed street section will include sidewalks and street trees.

**(Parks & Natural Resources) Policy 6: Encourage quality open space.**

**Conservation subdivision design that includes open space and amenities should be encouraged in Suburban Residential areas.**

- The requested PUD design does just that, it will be a Conservation Subdivision Design that will focus on preserving the areas of environmental concern in permanent open space and provide quality open space areas and amenities within the community.

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## **STAFF ANALYSIS AND RECOMMENDATION**

### **Community Outreach**

The applicant hosted two Community Meetings at Winterville Town Hall on October 20, 2022 to provide information and receive feedback from the surrounding property owners and community leaders.

### **Staff Analysis**

The proposed amendment would allow land uses that are compatible with the general character of the surrounding area. The amendment relocates a small portion of single-family attached units (townhomes) to avoid a stream and riparian buffer crossing. Adjacent properties are similarly zoned, providing a smooth transition between zoning districts. Phases 1 and 2 of the development have received Preliminary Plat approval, and Phase 3 was designed in coordination with the earlier phases to ensure a cohesive and unified development. The proposed





amendment changes the Conceptual Plan of the PUD Document, as shown below, but does not make any other changes to the document. The density and overall number of residential units remains unchanged.

#### **Staff Recommendation**

Staff recommends **approval** of the rezoning request from R-6 Conditional District PUD to M-R Conditional District PUD as defined by the Town and the Southbrook PUD.

#### **P&Z Recommendation**

P&Z unanimously voted to recommend **approval** at their January 2026 Meeting.

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#### **Conceptual Plans:**

##### **1. Existing Conceptual Plan-**



## 2. Proposed Conceptual Plan:





**Town of Winterville  
Rezoning Request  
Statement of Consistency & Reasonableness**

**Southbrook Ph. 3  
January 20, 2026- Planning and Zoning Board Meeting**

**Consistency:**

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92860 & 92861 are designated as "Suburban Residential" on the Future Land Use Map.

*\*The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

Decision: **In review of the Winterville Comprehensive Land Use Plan, Southbrook Phase 3 Rezoning Amendment is found to be consistent with the Town of Winterville Comprehensive Plan on January 20, 2026.**

**Reasonableness:**

The rezoning request **is or is not** reasonable and in the public interest, in that it allows for land uses that **are or are not** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- iii. The relationship between the current, actual, and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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**In Review of the Southbrook Phase 3 Rezoning Amendment, the rezoning request is reasonable and in the public interest, in that it allows for land uses that are harmonious with surrounding land uses and land uses in close proximity as found on January 20, 2026 by the Winterville Planning and Zoning Board.**

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### Vote to Approve or Deny Rezoning:

In review of the Southbrook Phase 3 rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by SouthbrookNC, LLC to rezone 8.536 acres of property (Parcel # 92860 & 92861), From R-6 Conditional District PUD to M-R Conditional District PUD.

Conditions:

- Project is subject to all PUD Conditions.

*Stephen Penn*

Staff Witness:

1/20/26

Date

## Appendix/Other Considerations Specific to this Particular Rezoning:

**\*\*This rezoning is proposed as a Conditional District Rezoning. Conditional Districts contain additional considerations for their review:**

- **Conditional Districts:** In approving a Conditional District, the Town Council shall make the following affirmative findings:
  1. That the Use(s) requested is among those listed as an eligible Use in the corresponding General Zoning District.
  2. That the Use Limitations and Conditions as proposed and/or imposed for the Conditional District meet or exceed and/or are at least as restrictive as the minimum standards for the corresponding General Zoning District.
  3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
  4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
  5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.
- **Planned Unit Development (PUD):** In approving a PUD, the Town Council shall make the following affirmative findings:

Application for PUD shall be approved only if the following findings are made:

- a. That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of district regulations that would otherwise govern;
- b. That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;
- c. The application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project; and
- d. That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the Town.

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### Document Links:

- Zoning Ordinance: [https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112\\_zoning\\_ordinance\\_amend-7.1\\_executed.pdf](https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf)
  - Zoning Districts and Table of Uses: Article V.
  - Rezoning Amendment Procedures: Article XIII.
- Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>

- Future Land Use Map & Character areas: Section 4; beginning on page 43.
  - Plan Consistency & Reasonableness Guidance:  
[https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20\\_ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20_ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-

**Town of Winterville**  
**Rezoning Request**  
**Statement of Consistency &**



**Reasonableness**

**Southbrook Ph. 3**  
**February 9, 2026- Town Council Meeting**

**Consistency:**

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92860 & 92861 are designated as "Suburban Residential" on the Future Land Use Map.

*\*The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

**Decision: In review of the Winterville Comprehensive Land Use Plan, Southbrook Phase 3 Rezoning Amendment **is or is not** found to be consistent with the Town of Winterville Comprehensive Plan on February 9, 2026.**

**Reasonableness:**

The rezoning request **is or is not** reasonable and in the public interest, in that it allows for land uses that **are or are not** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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- iii. The relationship between the current, actual, and permissible development on the

tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
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**In Review of the Southbrook Phase 3 Rezoning Amendment, the rezoning request is or is not reasonable and in the public interest, in that it allows for land uses that are or are not harmonious with surrounding land uses and land uses in close proximity as found on February 9, 2026 by the Winterville Town Council.**

**Vote to Approve or Deny Rezoning:**

In review of the Southbrook Phase 3 rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Town Council **approves or denies** the rezoning request by SouthbrookNC, LLC to rezone 8.536 acres of property (Parcel # 92860 & 92861), From R-6 Conditional District PUD to M-R Conditional District PUD.

Conditions:

- Project is subject to all PUD Conditions.

Staff Witness: \_\_\_\_\_ Date \_\_\_\_\_



**Appendix/Other Considerations Specific to this Particular Rezoning:**

**\*\*This rezoning is proposed as a Conditional District Rezoning. Conditional Districts contain additional considerations for their review:**

- **Conditional Districts:** In approving a Conditional District, the Town Council shall make the following affirmative findings:
  1. That the Use(s) requested is among those listed as an eligible Use in the corresponding General Zoning District.
  2. That the Use Limitations and Conditions as proposed and/or imposed for the Conditional District meet or exceed and/or are at least as restrictive as the minimum standards for the corresponding General Zoning District.
  3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
  4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
  5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.
- **Planned Unit Development (PUD):** In approving a PUD, the Town Council shall make the following affirmative findings:

Application for PUD shall be approved only if the following findings area made:

- a. That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of district regulations that would otherwise govern;
- b. That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;
- c. The application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project; and
- d. That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the Town.

---

**Document Links:**

- Zoning Ordinance: [https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112\\_zoning\\_ordinance\\_amend-7.1\\_executed.pdf](https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf)
  - Zoning Districts and Table of Uses: Article V.
  - Rezoning Amendment Procedures: Article XIII.

- Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>
    - Future Land Use Map & Character areas: Section 4; beginning on page 43.
  - Plan Consistency & Reasonableness Guidance:  
[https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 9, 2026

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Old Tar Road, Utility Relocation Agreement with NCDOT.

**Action Requested:** Approve the Utility Relocation Agreement.

**Attachment:** Agreement with NCDOT.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026

☒ Final: tlp - 2/4/2026

**Supporting Documentation**

NCDOT is widening Old Tar Road in Winterville. It was determined by NCDOT that they will reimburse the Town of Winterville for the relocation of our Electric Lines.

The Town is responsible for bidding and hiring the contractor that will relocate the Electric System Infrastructure.

NCDOT will be reimbursing the town for the relocation expense.

We will be bringing the contract for the contractor back to the Town Council at a future date.

The estimated cost of the project is \$1,498,362.

The Town will be able to make progress billings to NCDOT for the purpose of getting reimbursed.

**Budgetary Impact:** Contract Cost is \$1,498,362 and will be included in next fiscal year's budget.

**Recommendation:** Staff Recommends Council Approve the reimbursement agreement with NCDOT.

\*\*\*\*\*

**UTILITY RELOCATION AGREEMENT**

**NCDOT HIGHWAY WBS ELEMENT NO.**

\_\_\_\_\_

**TRANSPORTATION IMPROVEMENT PROGRAM NO.**

\_\_\_\_\_

**COUNTY**

\_\_\_\_\_

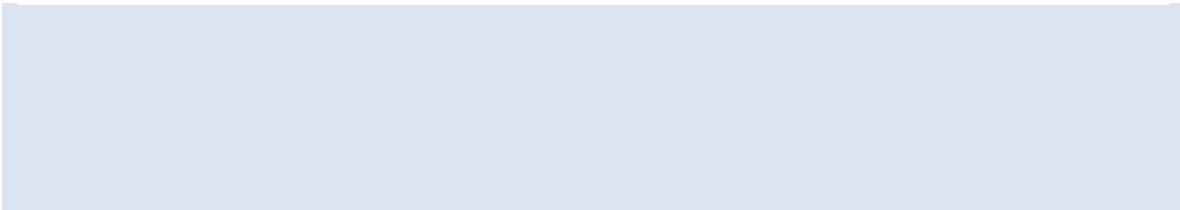
\*\*\*\*\*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
and between the Department of Transportation, an agency of the State of North  
Carolina, hereinafter referred to as the DEPARTMENT, and

\_\_\_\_\_ Inc. hereinafter referred to as the  
COMPANY:

**WITNESSETH:**

**THAT WHEREAS, the DEPARTMENT will submit a project for  
construction as follows:**



known as route \_\_\_\_\_ in \_\_\_\_\_ County,  
North Carolina to be designated as N.C. State Highway Project and/or WBS  
Element \_\_\_\_\_ (the "Project") and, WHEREAS, the construction of said  
project will require certain adjustments to be made to the existing facilities of the  
COMPANY;

**NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:**

**1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows**

**2. That any work performed under this agreement shall comply with DEPARTMENT's "NCDOT Utilities Accommodations Manual", and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.**

**3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation attached hereto as "Estimate of Relocation Costs" and incorporated herein by reference all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.**

**4. That pursuant to N.C. Gen. Stat. §136, et seq., the Department has the authority to acquire the Company's utility facilities upon which the Project will be constructed pursuant to the laws of eminent domain.**

**5. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.**



6. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

7. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

\_\_\_ **BY COMPANY'S REGULAR FORCE:** The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

\_\_\_ **BY EXISTING WRITTEN CONTINUING CONTRACT:** The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

\_\_\_ **BY CONTRACT:** The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

8. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the \_\_\_ day of \_\_\_, \_\_\_.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

\_\_\_ Materials are available and it is expected that work will be complete prior to highway construction.

\_\_\_ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

\_\_\_ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference

\_\_\_ Other (Specify)

9. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. ☐ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. ☐ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. ☐ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

10. Indicate if (a) or (b) is applicable:

- a. ☐ That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. ☐ That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

11. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be ----- \$ \_\_\_\_\_

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be ----- \$ \_\_\_\_\_

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be ----- \$ \_\_\_\_\_

*(The above costs shall be supported by attached estimate and plans)*

12. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

13. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Regional Utilities Coordinator.

14. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

15. That upon reasonable, prior notice, the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

16. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

17. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the actual cost of same will be that of the DEPARTMENT.

18. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT

19. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

20. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

22. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

**IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.**

**DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST OR WITNESS**

\_\_\_\_\_  
**(NAME OF COMPANY)**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.**

**Form UT 16.8**

**Rev. 02/20/2021**





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 9, 2026

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Cost Share Agreement with Southbrook NC LLC.

**Action Requested:** Approve the Cost Share Agreement.

**Attachment:** Agreement and Certified Upfitting Cost.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2026

**ABSTRACT ROUTING:**

☒ TC: 2/4/2026

☒ TM: 2/4/2026

☒ Final: tlp - 2/4/2026

**Supporting Documentation**

The Town's Water System CIP recommends the Town construct a 10-inch line that will service the southern portion of Town.

The Southbrook Development will be installing an 8-inch line that will run from Laurie Ellis Road to Church Street Extension.

We are recommending that we increase the size of the line from an 8-inch water main to a 10-inch water main. This will save the Town a considerable amount of time and money, as we will not have to separately construct an additional line to generate the needed pressure, flow, redundancy, and capacity.

The cost for phase one is \$80,463 and the cost for phase two is \$79,477. The total cost for the agreement is \$159,940.20 and will be due when the improvements are accepted by the Town.

Town Attorney Keen Lassiter has reviewed and approved the contract.

**Budgetary Impact:** Contract Cost is \$159,940 and will be included in next fiscal year's budget.

**Recommendation:** Staff Recommends Council Approve the contract with Southbrook NC. LLC.

# INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT

## *Southbrook Subdivision*

THIS INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT (the “Agreement”), dated as of the date of the last signature hereto (the “Effective Date”) by and between SOUTHBROOKNC, LLC, a North Carolina limited liability company (the “Developer”), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the “Town”) (the Developer and the Town are also each referred to hereafter individually as a “Party” and collectively as the “Parties”).

### **WITNESSETH:**

WHEREAS, the Town is a validly organized and existing political subdivision, existing under the Constitution and laws of the State of North Carolina; and

WHEREAS, the Developer owns the real property described on Exhibit A hereto and incorporated herein by reference (the “Property”) proposes to develop a residential subdivision known as Southbrook (hereinafter “Southbrook”) located in part within the corporate limits of the Town at Church Street Extension and Laurie Ellis Road; and

WHEREAS, the Developer has requested that the Town provide water and sanitary sewer service to Southbrook; and

WHEREAS, the Developer desires to connect Southbrook, as more particularly described on the attached Exhibit B (the “Development”), to the Town’s sanitary sewer and water system (the “Utility System”); and

WHEREAS, the Developer wishes to construct certain Developer’s Improvements (as defined in Article I.A.1. below) to be connected to the Utility System and upon completion dedicated to the Town; and

WHEREAS, the Improvements are being oversized with certain Town Improvements (as defined in Article I.A.2. below) at the request of the Town to allow the Utility System to function in a practical, efficient, and economical manner in other areas of the Town; and

WHEREAS, the Improvements are to be sized larger than the Developer would size them if the Developer were solely serving the Development; and

WHEREAS, construction of the Developer’s Improvements will benefit the Town by allowing the Town to expand the Utility System without the Town or its existing customers being responsible for the cost of same; and

WHEREAS, construction of the Town Improvements will benefit potential customers of the Town situated along or near the Improvements by providing engineered water infrastructure to serve these lands; and

WHEREAS, the Town and the Developer desire to enter into this Agreement to identify the obligations of each Party; and

WHEREAS, the Developer and the Town have duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration set forth herein, the receipt of which is hereby acknowledged, and the mutual benefits to be received by the Parties from the construction of the Improvements, including but not limited to those benefits described above, the Developer and the Town, and their heirs, successors, and assigns agree as follows:

I. Description of Improvements.

A. Definitions.

1. “Developer's Improvements” means all those facilities to be constructed by the Developer to serve Southbrook pursuant to this Agreement as shown on the Plans & Specifications (defined below). Developer’s Improvements are designed and shall be constructed in compliance with the Town’s Utility Regulations and Ordinance (the “Ordinance”) and all other applicable regulations (collectively, “Applicable Laws”).

a. Developer’s Improvements which would be needed to serve only Southbrook generally consist of:

A water main as shown on the Plans & Specifications and said main would include an 8-inch diameter line that is 7,309 feet in length extending from Laurie Ellis Rd. to Church St. (the “Force Main”)

2. “Town Improvements” means all the oversizing of Developer’s Improvements requested by the Town and to be constructed by the Developer pursuant to this Agreement, as shown on the Plans & Specifications. The Town Improvements are designed and shall be constructed in compliance with Applicable Laws.

a. The oversizing of Developer’s Improvements which the Town has requested generally consists of:

An additional 2 inches added to the diameter of the water line so that the resultant line is a 10-inch water line extending approximately 7,309 linear feet, as shown on the Plans & Specifications, once completed.

3. “Improvements” mean both the Developer’s Improvements and the Town Improvements.

4. “Plans & Specifications” means those surveys, plans, engineering, and

construction drawings designed by the Project Engineer (as defined in Article IV.B.1. below) and approved by the Developer and the Town in accordance with Applicable Laws. The Plans & Specifications for Phase 1 of Southbrook have been approved by the Town and are attached hereto at Exhibit C. As Plans & Specifications for subsequent Phases are approved by the Town Exhibit C shall be revised to include the same. Any amendment to approved Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended Plans & Specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the “Plans & Specifications” and Exhibit C shall be revised to reflect the same. Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of the Developer or Southbrook.

5. “Required Property” means all off-site easements obtained by the Developer for the Improvements.

## II. Improvement Costs.

- A. General. The construction cost estimates of the Developer’s Improvements and the Town’s Improvements are set forth in the attached Exhibit D. The Parties acknowledge that the cost estimates are a reasonable approximation of the probable cost to construct and install the Improvements. Each Party further understands and agrees that the cost estimates are based upon several variables that may change over time. While the cost estimates are a useful tool in planning for the construction of the Improvements, the allocation between the Developer and the Town of each Party’s respective costs (and reimbursement obligations, as applicable) shall be made upon the basis of the actual total of all costs incurred, in accordance with Article II.B. Notwithstanding anything contained herein to the contrary, the Parties acknowledge that bids for the construction of the Improvements have been solicited through a bidding process established by the Developer and approved by the Town (*see* Article IV.C. herein).
- B. Allocation of Costs. The Parties agree that the Developer shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of Developer’s Improvements and the Town shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Town Improvements. Further, the Parties agree that the Town will pay a one-time lump sum reimbursement of \$3,500.00 (the “Soft Costs Reimbursement”) for professional engineering services which will cover the Town’s portion of all engineering, design, survey, construction administration, and inspection costs, and the Developer’s reasonable and actual legal costs and expenses which relate solely to this Agreement (collectively, the “Soft Costs”). The



Town will pay the Soft Costs Reimbursement to the Developer at the same time and in the same manner as the Town's final payment to the Developer hereunder.

### III. Timing.

- A. Timeline for Commencement and Completion. The Developer shall commence construction of the Improvements within 12 months after the Effective Date.
- B. No Obligation to Construct: Partial Construction. This Agreement sets forth the terms and conditions for (i) construction of the Improvements and (ii) payment by the Developer and the Town of costs of the Improvements. This Agreement does not obligate the Developer to undertake the Improvements, and it does not obligate the Developer or the Town to remit any payment for the cost of said Improvements in the event the Improvements are not undertaken.

If the Developer undertakes construction but fails to complete the same in accordance with this Agreement, and if the Town later chooses to complete the construction of the Improvements, and if the Developer (or any permitted assignee) as owner of the Property, receives the benefit of the Town's election to construct the Improvements, then the Town shall be entitled to reimbursement by Developer (or the assignee, as applicable) for the percentage of the Developer's Improvements actually constructed by Town.

In addition, at acceptance by the Town of the Improvements, the Developer shall: (i) convey or assign as applicable, to the Town by quitclaim deed or easement, the Required Property and (ii) shall assign, to the extent assignable, the Plans & Specifications to the Town, provided such assignment is at no cost to the Developer and is without any representation or warranty. In addition, the Developer shall deliver copies of the Plans & Specifications to the Town upon request to do so. The Developer shall inform each of the design professionals associated with the Plans & Specifications as to the requirements of this Article III.B. and shall provide in Developer's contract with such design professional that the Developer has the right to assign the Plans & Specifications (to the extent the design professional has been compensated for the same). Nothing in this Article III shall require the Town to expend any funds for construction of the Developer's Improvements.

### IV. Administration.

- A. Definitions.

1. “Town Management Designee” means the Town Manager of the Town or such person designated in writing by the Town Manager or any successor position to the Town Manager.
2. “Town Contact” means one or more employees of the Town identified by the Town Management Designee for the purpose of receiving information from the Developer, relaying required approvals from the Town Management Designee, and, where allowed in this Agreement, giving approvals.

B. Design & Engineering.

1. Developer engaged Stocks Engineering, P.O. Box 1108, Nashville, NC 27856, a licensed North Carolina engineer (the “Project Engineer”) to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used.
2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, the Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

C. Contracting; Construction; Administration & Permits. The Developer shall be responsible for the contracting, administration, construction, and permitting of the Improvements. The Improvements shall be constructed by one or more licensed contractors that have been selected by the Developer.

The Parties acknowledge and agree that the Developer intends to construct the Development and the Improvements in accordance with a phased construction schedule over a number of years. The Developer shall provide evidence reasonably acceptable to the Town of the completion of a phase of the Development (a “Phase”) and the Improvements installed thereon.

The Town agrees that pursuant to North Carolina General Statute §160A-320(a) the public contracting requirements of Chapter 143 of the North Carolina General Statutes for public contracts is not applicable to this Agreement.

The Developer shall provide any contracts, including subcontracts in the Developer’s possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. The Town may inspect construction of the Improvements at any time and at such frequency as the Town desires. In the event that a Town inspection reveals any discrepancy or other issue, the Town immediately shall notify the Developer thereof in writing. The Developer shall be responsible for obtaining all state, local, and any other permits and approvals required in order to

construct the Improvements. The Developer shall ensure that the Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. The Developer shall obtain the Required Property and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.
- B. Eminent Domain. The Town shall cooperate with the Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town's power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), the Developer shall make and document 3 good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions). In the event of condemnation, the Developer shall provide counsel acceptable to the Town's attorney to represent the Town. The Developer shall pay all costs associated with the condemnation, negotiation, and litigation, including but not limited to any statutory deposit, attorney fees, witness fees, any additional just compensation awarded, and all other litigation expenses (collectively, "Condemnation Costs").

Upon Developer's full completion of all Phases of the Improvements, the Town shall partially reimburse the Developer for any Condemnation Costs based on the ratio of the aggregate cost the Town Improvements to the aggregate cost of the Improvements (the "Town Share"). For example only, if the aggregate cost of the Improvements is \$400,000 and the aggregate cost of the Town Improvements is \$100,000, then the Town Share of any Condemnation Costs would equal 25%.

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements for any Phase are completed (in such event, a "Completed Phase"), the Developer shall notify the Town Contact in writing to start the process for the Town's acceptance of such Completed Phase, and the Developer shall furnish the following to the Town regarding the Completed Phase of the Improvements (collectively, the "Completion Documents"):
  - 1. Sealed as-built plans for the Completed Phase of the Improvements;
  - 2. A standard form release of liens from all contractors and subcontractors who have

worked on the Completed Phase of the Improvements and who have a right under statute to file liens against the applicable Improvements or property on which the Completed Phase of the Improvements are located;

3. Deeds, dedications, or assignments conveying the Developer's interests to the Town in the Completed Phase of the Improvements, together with any easements/rights of way related thereto; and
4. Releases or subordination of any mortgage or security interests held in the Completed Phase of the Improvements.

- B. Acceptance and Payment. Upon completion of construction and delivery to the Town of the Completion Documents, the Town shall conduct an inspection of the Completed Phase of the Improvements and upon approval thereof shall accept the Completed Phase of the Improvements (in such event, an "Accepted Phase") and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Accepted Phase of the Improvements. The Town's declaration of acceptance under this Section VI.B. shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to the Developer signed by the Town Management Designee. Each of the (i) acceptance by the Town and (ii) payment by the Town to the Developer for all of the Developer's costs and expenses for the Accepted Phase of the Town Improvements, as herein provided, shall take place not later than 45 days after the foregoing approval by the Town. Within 45 days after the Developer's full completion and the Town's acceptance of all Phases of the Improvements, the Town shall also pay to the Developer: (a) the Town Share of the Condemnation Costs and (b) the Soft Costs Reimbursement. Delay for any reason in acceptance by the Town of any Completed Phase shall not operate to postpone or excuse timely payment by the Town to the Developer for the Town Improvements.
- C. Town Ownership and Control of Improvements. Upon the Town's full acceptance of the Improvements and full payment to the Developer for the Town Improvements, the Town shall use the Improvements to provide utility service. The Town then shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of the Developer.
- VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements that are incurred by the Developer in connection with the Town Improvements. The Town will pay for and reimburse the Developer for all costs associated with the Town Improvements pursuant to Section VI.B.
- VIII. Written Consents from Town. Where this Agreement refers to written approvals or



consents to be given by the Town (and not a specific person or position), the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.

IX. Suspension For Cause/Default.

- A. Either Party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either Party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and conditions of this Agreement. Provided, however, that no default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice (as defined in Article XI) of any alleged default with particularity and an opportunity of at least 30 working days from the date of receipt of the Notice to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.
  - B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.
- X. Notice. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") shall be in writing, and shall be: (i) hand delivered personally or (ii) sent by nationally recognized courier service, fees prepaid, addressed as follows:

To the Developer at:

SouthbrookNC, LLC  
Attn: Kenneth Scott Moore  
PO Box 38  
Holly Springs, NC 27540  
Phone: (704) 995-2507  
Email: scott@thecoleygroup.com

With copy to:

Woodward & Woodward PLLC  
Attn: Russell S. Woodward  
200 South College Street Suite 200  
Charlotte NC 28202  
Phone: 704-927-3377  
Email: Russell@WWLawNC.com

To the Town at:

Terri Parker, Town Manager  
Town of Winterville  
Post Office Box 1459  
Winterville, NC 28590  
Email:terri.parker@wintervillenc.com

With copy to:

Anthony Bowers, Asst. Town Manager  
Town of Winterville  
Post Office Box 1459  
Winterville NC 28590  
Email: anthony.bowers@wintervillenc.com

E. Keen Lassiter, Town Attorney  
Law Offices of E. Keen Lassiter, P.A.  
Post Office Box 2636  
Winterville NC 28590  
Email: ekllawoffice@yahoo.com

Each Party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the courier delivery receipt being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

XI. Miscellaneous.

- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.

- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications have been approved by the Town. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and the federal government.
- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent of the Town, such consent not to be unreasonably delayed nor withheld.
- F. No Third-Party Rights Created. This Agreement is intended for the benefit of the Town and the Developer and not for any other person or entity, and no such persons or entities shall enjoy any right; benefit, or entitlement under this Agreement.
- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "will" "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.
- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the

Parties, other than as set forth or referenced in this Agreement.

- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.
- L. Warranty, Guaranty and Correction Period. The Developer warrants and guarantees for the Warranty Period that all work on the Improvements performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If, within one year after acceptance by the Town (the “Warranty Period”), any work performed by or at the direction of the Developer is found to be defective due to faulty workmanship, the Developer shall cause the repair, replacement, or correction of such defects at no cost to the Town. After the Warranty Period, this subsection L shall not survive except for those matters which the Town provides the Developer written notice prior to the expiration of the Warranty Period. Notwithstanding anything contained herein to the contrary, in no event shall the Developer warrant, guarantee nor indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This subsection L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third-party beneficiary of such Plans & Specifications.



IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed by their respective, duly authorized agents, managers, or officers.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE AND  
ACKNOWLEDGEMENT PAGES FOLLOW.]**

**SIGNATURE PAGES TO  
INFRASTRUCTURE COST SHARING AND  
REIMBURSEMENT AGREEMENT**

**Developer:**

SouthbrookNC, LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_

Name:

Title: Manager

**State of North Carolina**

**County of** \_\_\_\_\_

I the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:\_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires:\_\_\_\_\_

[INK SEAL]

**Town:**

Town of Winterville, North Carolina

By: \_\_\_\_\_

Name: Richard E. Hines

Title: Town Mayor

Attest: \_\_\_\_\_

Name: Donald Harvey

Title: Town Clerk

**State of North Carolina**

**County of** \_\_\_\_\_

I the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

[INK SEAL]

## EXHIBIT A PROPERTY

Legal Description For  
Chapel Hill Foundation Real Estate Holdings LLC  
Winterville Township, Pitt County  
North Carolina

Commencing at a point, said point being an iron pipe found along the eastern right-of-way of Church Street Ext. (SR 1714) in Winterville Township, Pitt County, North Carolina. Point further described as the northwestern corner of the Annie Mae E. Allen Life Estate property as recorded in Deed Book DC108, Page 1, Pitt County Registry. Point also described as a western corner of the Chapel Hill Foundation Real Estate Holdings Inc. property as recorded in Deed Book 3448 Page 378 and the **POINT OF BEGINNING**. Thence along the eastern right-of-way of Church Street Ext. N 13°49'16" E a distance of 839.61 feet to an iron pipe found. Thence with a curve turning to the right with an arc length of 34.22 feet, with a radius of 970.00 feet, with a chord bearing of N 14°49'55" E, with a chord length of 34.22 feet to an iron pipe found. Thence S 76°40'42" E a distance of 221.56 feet to an iron pipe found. Thence N 13°21'42" E a distance of 199.94 feet to an iron pipe found. Thence S 76°41'35" E a distance of 48.55 feet to an iron pipe found. Thence S 76°43'28" E a distance of 79.97 feet to an iron pipe found. Thence S 76°41'04" E a distance of 80.06 feet to an iron pipe found. Thence S 76°43'38" E a distance of 80.00 feet to an iron pipe found. Thence S 76°38'17" E a distance of 79.88 feet to an iron pipe found. Thence S 76°42'13" E a distance of 95.07 feet to an iron pipe found. Thence S 76°53'54" E a distance of 233.88 feet to an iron pipe found. Thence S 76°11'58" E a distance of 80.03 feet to an iron pipe found. Thence S 76°18'57" E a distance of 79.91 feet to an iron pipe found. Thence S 76°44'16" E a distance of 81.00 feet to an iron pipe found. Thence S 76°02'02" E a distance of 48.73 feet to an iron pipe found. Thence S 77°35'50" E a distance of 31.28 feet to an iron pipe found. Thence S 76°36'08" E a distance of 338.06 feet to an iron pipe found. Thence N 00°31'39" E a distance of 182.63 feet to an iron pipe found. Thence N 00°29'08" E a distance of 330.30 feet to an iron pipe found. Thence N 00°38'02" E a distance of 65.26 feet to an concrete monument. Thence N 89°59'29" E a distance of 114.37 feet to an iron pipe found. Thence N 89°58'14" E a distance of 203.88 feet to an iron pipe found. Thence N 89°58'34" E a distance of 28.92 feet to an iron pipe found. Thence N 89°56'11" E a distance of 114.38 feet to an iron pipe found. Thence S 89°59'31" E a distance of 173.14 feet to an iron pipe found. Thence S 89°54'48" E a distance of 87.40 feet to an iron pipe found. Thence N 89°58'10" E a distance of 172.53 feet to an iron pipe found. Thence S 89°56'54" E a distance of 590.76 feet to an iron pipe found. Thence N 89°50'17" E a distance of 80.27 feet to an iron pipe found. Thence S 89°50'37" E a distance of 79.81 feet to an iron pipe found. Thence S 89°57'59" E a distance of 137.59 feet to an iron pipe found. Thence N 89°56'43" E a distance of 94.24 feet to an iron pipe found. Thence N 24°10'01" E a distance of 80.18 feet to an iron pipe found. Thence N 23°59'09" E a distance of 140.25 feet to an iron pipe found. Thence N 24°08'47" E a distance of 80.05 feet to an iron pipe found. Thence N 24°05'04" E a distance of 79.83 feet to an iron pipe found. Thence N 23°59'17" E a distance of 95.32 feet to an iron pipe found. Thence N 24°13'03" E a distance of 59.81 feet to an iron pipe found. Thence N 24°15'41" E a distance of 95.06 feet to an iron pipe found. Thence N 24°08'17" E a distance of 80.01 feet to an iron pipe found. Thence N 24°06'04" E a distance of 68.97 feet to an iron pipe found. Thence N 25°06'13" E a distance of 44.47 feet to an iron pipe found. Thence N 02°31'42" E a distance of 102.94 feet to an iron pipe found.

Thence N 02°35'22" E a distance of 79.97 feet to an iron pipe found. Thence N 02°40'37" E a distance of 80.02 feet to an iron pipe found. Thence N 02°38'11" E a distance of 79.90 feet to an iron pipe found. Thence N 02°38'58" E a distance of 80.02 feet to an iron pipe found. Thence N 02°37'12" E a distance of 80.03 feet to an iron pipe found. Thence N 02°36'39" E a distance of 65.77 feet to an iron pipe found. Thence N 02°37'37" E a distance of 80.53 feet to an iron pipe found. Thence N 02°34'45" E a distance of 100.31 feet to an iron pipe found along the southern right-of-way of Laurie Ellis Road (SR 1713). Thence across the right-of-way of Laurie Ellis Road N 09°30'52" E a distance of 60.00 feet to a point. Thence down the northern right-of-way of Laurie Ellis Road S 80°29'08" E a distance of 530.03 feet to a point. Thence across the right-of-way of Laurie Ellis Road S 09°30'52" W a distance of 60.00 feet to an iron pipe found. Thence S 01°56'14" W a distance of 708.73 feet to an existing axle. Thence S 88°58'00" E a distance of 152.87 feet to an existing axle. Thence S 00°09'02" W a distance of 171.26 feet to an iron pipe found. Thence S 00°13'41" W a distance of 1632.07 feet to an existing axle. Thence N 86°17'28" W a distance of 215.90 feet to an iron pipe found. Thence S 13°39'00" W a distance of 214.53 feet to an iron pipe found. Thence S 21°51'13" W a distance of 355.50 feet to an iron pipe found. Thence N 78°17'01" W a distance of 371.81 feet to an iron pipe found. Thence N 45°24'01" W a distance of 198.70 feet to an iron pipe set. Thence S 88°23'03" W a distance of 244.59 feet to an iron pipe found. Thence S 26°55'31" W a distance of 449.06 feet to an iron pipe found. Thence S 42°39'50" E a distance of 75.00 feet to an iron pipe found. Thence S 19°34'18" E a distance of 74.12 feet to an iron pipe found. Thence S 84°01'21" W a distance of 665.25 feet to an iron pipe set. Thence S 00°28'33" W a distance of 65.15 feet to a concrete monument. Thence S 00°19'26" W a distance of 1555.90 feet to an iron pipe found. Thence N 74°31'09" W a distance of 65.83 feet to an iron pipe found. Thence N 73°35'21" W a distance of 101.37 feet to an iron pipe found. Thence N 74°41'15" W a distance of 63.53 feet to an iron pipe found. Thence N 73°41'32" W a distance of 147.25 feet to an iron pipe found. Thence N 77°17'38" W a distance of 212.23 feet to an iron pipe found. Thence N 72°38'39" W a distance of 99.96 feet to an iron pipe found. Thence N 73°01'28" W a distance of 81.53 feet to an iron pipe found. Thence N 79°42'20" W a distance of 141.75 feet to an iron pipe found. Thence N 86°31'20" W a distance of 131.43 feet to an iron pipe found. Thence N 32°10'26" W a distance of 1303.35 feet to concrete monument. Thence S 85°20'28" W a distance of 501.60 feet to an iron pipe set. Thence N 61°11'51" W a distance of 51.66 feet to an iron pipe set. Thence N 33°16'57" E a distance of 74.40 feet to an iron pipe found. Thence N 33°16'57" E a distance of 101.95 feet to an iron pipe found. Thence N 33°32'17" E a distance of 202.81 feet to an iron pipe found. Thence N 35°14'59" E a distance of 173.09 feet to an iron pipe set. Thence N 62°59'38" W a distance of 20.21 feet to an iron pipe found. Thence N 62°59'38" W a distance of 97.24 feet to an iron pipe found. Thence N 63°12'47" W a distance of 176.47 feet to an iron pipe found. Thence N 63°11'09" W a distance of 108.02 feet to an iron pipe found. Thence N 63°18'50" W a distance of 31.73 feet to an iron pipe found. Thence N 06°25'46" E a distance of 72.99 feet to an iron pipe found. Thence N 34°39'10" W a distance of 299.54 feet to an iron pipe found. Thence N 58°37'40" W a distance of 71.17 feet to an iron pipe found. Thence N 77°23'18" W a distance of 192.29 feet to an iron pipe found and the **POINT OF BEGINNING** and containing 246.177 acres (10723486 square feet).



**APPROVED**  
TOWN OF WINTERVILLE  
DATE: 3.11.24  
BY: Town Council

**RECEIVED**  
SD 2.8.24  
TRC Approved  
Copy Cleared to go  
to P&Z and Council.

**OWNER**  
Chapel Hill Foundation  
Real Estate Holdings, Inc.  
One Chapel Hill Way  
Chapel Hill, NC 27514

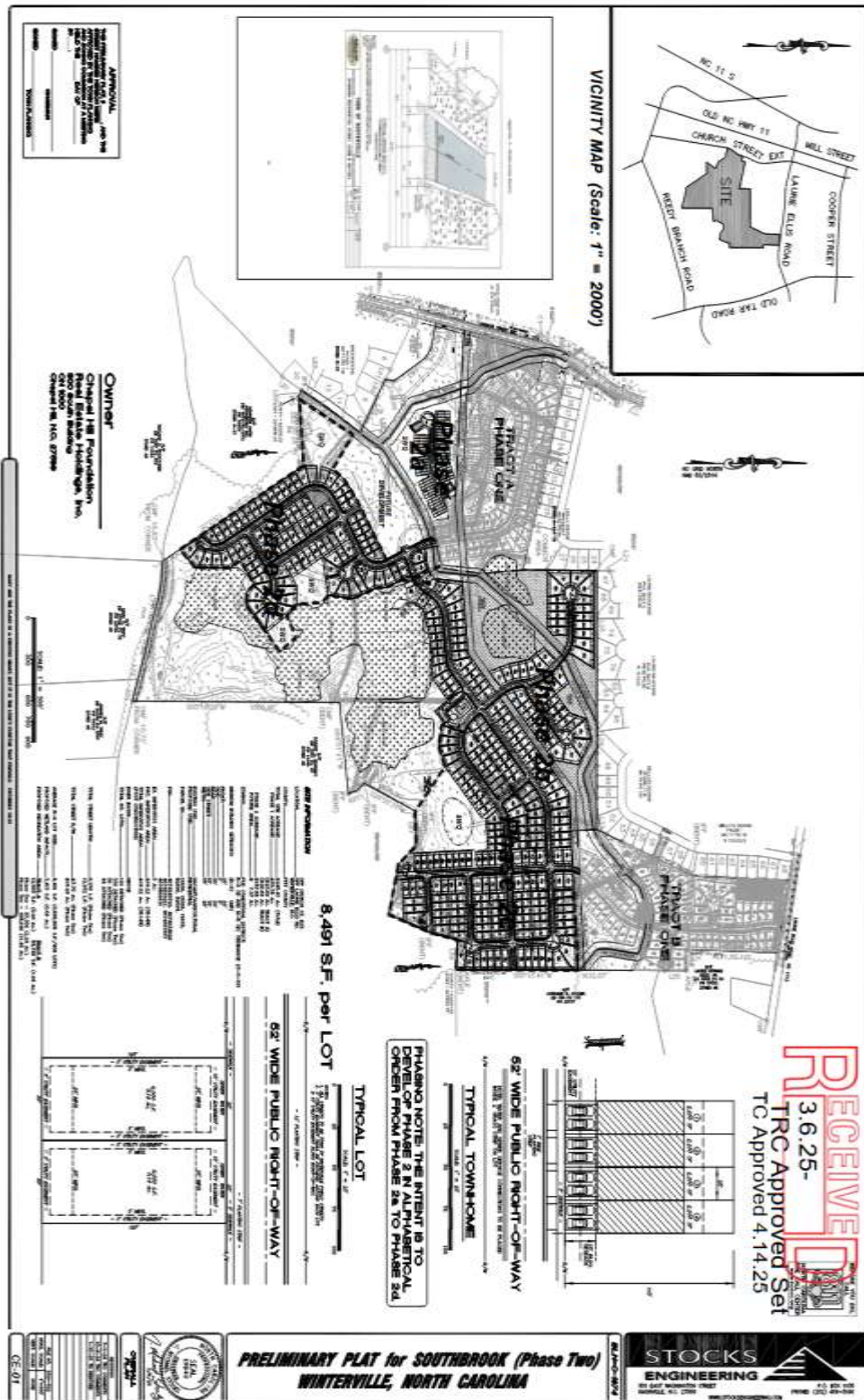
**62' WIDE PUBLIC RIGHT-OF-WAY**

**TYPICAL LOT**

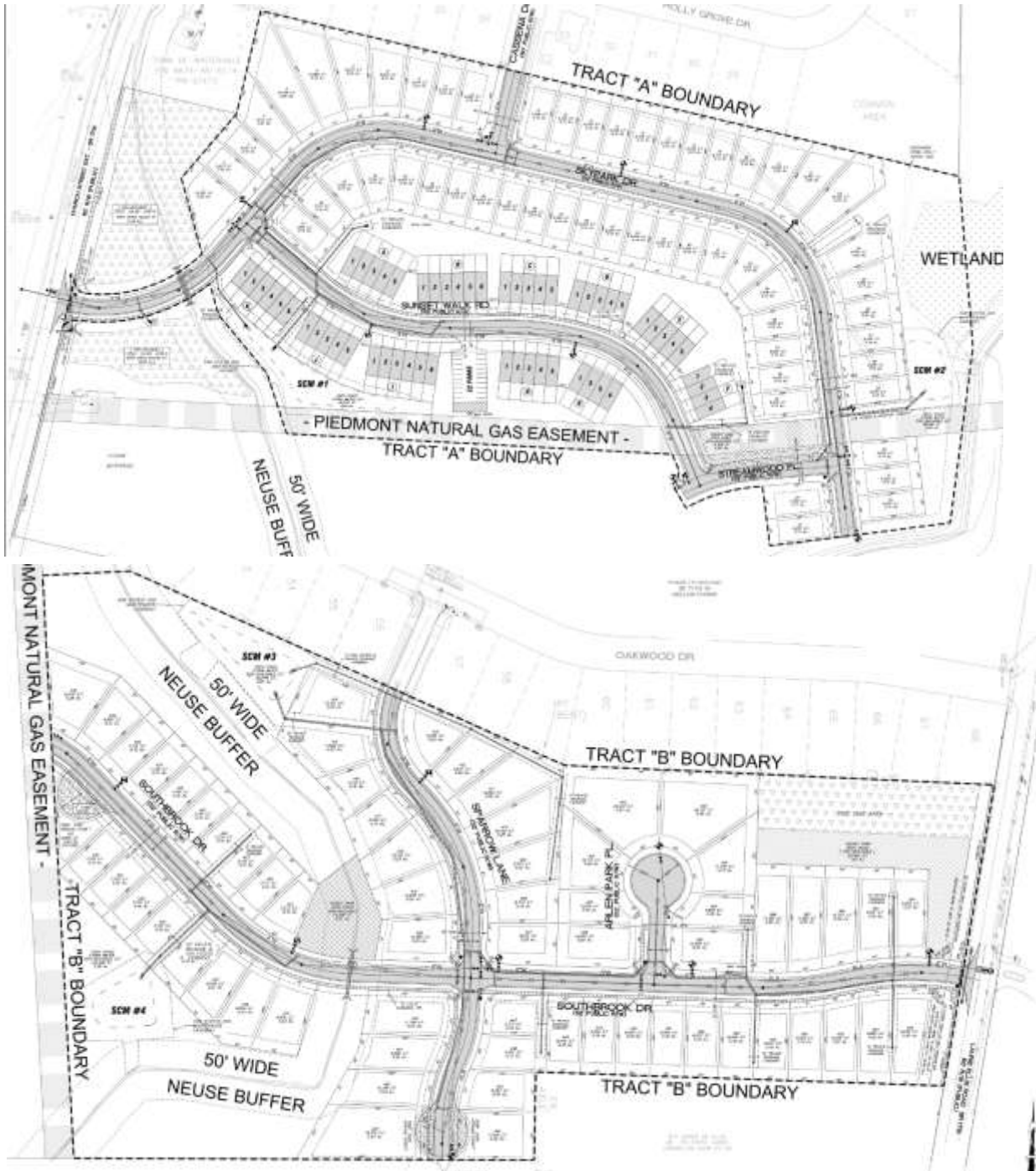
**TYPICAL TOWNHOME**

**62' WIDE PUBLIC RIGHT-OF-WAY**

**PRELIMINARY PLAT for SOUTHBROOK (Phase One)**  
**WINTERVILLE, NORTH CAROLINA**



**EXHIBIT C**  
**PLANS AND SPECIFICATION**  
**SOUTHBROOK PHASE 1**



**EXHIBIT C  
PLANS AND SPECIFICATION  
SOUTHBROOK PHASE 2**

**NOTE: AS OF THE EFFECTIVE DATE, PHASE 2 WATER LINE PLANS HAVE NOT YET BEEN SUBMITTED TO OR APPROVED BY THE TOWN OF WINTERVILLE.**

**THE PHASE 2 PLANS WILL BECOME APPLICABLE AND WILL BE INCLUDED AS PART OF THIS EXHIBIT C ONCE THEY HAVE RECEIVED TOWN APPROVALS.**

**EXHIBIT D**  
**COST ESTIMATES**







**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 9, 2026

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Student Board Appointments - Winterville Human Relations Board.

**Action Requested:** Appoint Student Members to Winterville Human Relations Board.

**Attachment:** Applications Received Attached.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 2/4/2026

**ABSTRACT ROUTING:**

☒ TC: 2/5/2026

☒ TM: 2/5/2026

☒ Final: tlp - 2/5/2026

**Supporting Documentation**

Three (3) applications have been received and are attached for student members of the Winterville Human Relations Board.

By-laws call that the Town Council, may in its discretion, appoint up to two (2) high school and two (2) college/university student representatives from high schools and/or colleges and universities located which serve the Town of Winterville. Such student representatives will be non-voting members of the WHRB.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council appoint Student Board members to the Winterville Human Relations Board.

## TOWN OF WINTERVILLE

### Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

**Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)**

\_\_\_\_\_ Board of Adjustment
 \_\_\_\_\_ Planning and Zoning Board  
 \_\_\_\_\_ Recreation and Parks Advisory Board
 \_\_\_\_\_ Stormwater Advisory Committee  
  X   Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Chantasia Morris

Address: 2456 Mill Street, Winterville NC 28590

Home Phone #: 252-327-0399 Business Phone #: \_\_\_\_\_

Email Address: Kindnesswins444@gmail.com

Employed By: N/A Full Time Student Occupation: N/A

Name of High School Attended: South Central High School

College or University Attended: Pitt Community Colleg

How long have you been a resident of Winterville? 18 Years

Have you served on a board/commission of the town? (    ) Yes (    x ) No

If yes, please indicate which one(s): \_\_\_\_\_

Current membership in organization and offices held: \_\_\_\_\_

Past membership in organizations and offices held: \_\_\_\_\_

State why you feel you would be an asset to this board/commission. My interest and committment to Human Service has led me to volunteer with the Winterville Human Relations Board on many of the events

that they have held. Being an official member of the board while in college will afford me more opportunity to grow in my interest while also supporting positive and progressive human relations with the town that I live.

Signature: Chantasia S. Morris Date: June 26, 2025

**Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com) with the completed application.**

This information requested below is optional:

<b><u>Ethnic Group:</u></b> _____ African American _____ American Indian _____ Asian or Pacific Islander _____ Caucasian _____ Hispanic	<b><u>Sex:</u></b> _____ Female _____ Male  <b><u>US Citizenship:</u></b> _____ Yes _____ No  <b><u>Birth Date:</u></b> _____
--	---

## TOWN OF WINTERVILLE

Received 10/16/2025 DAH

### Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

\_\_\_\_\_ Board of Adjustment \_\_\_\_\_ Planning and Zoning Board  
\_\_\_\_\_ Recreation and Parks Advisory Board \_\_\_\_\_ Stormwater Advisory Committee  
1 \_\_\_\_\_ Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Sarah A. Stewart

Address: 385 Holly Grove Dr.  
Winterville NC 28590

Home Phone #: 252-414-5262 Business Phone #: \_\_\_\_\_

Email Address: StewartSa@students.pittschools.org (StewartSa@

Employed By: \_\_\_\_\_ Occupation: Students.pittschools.org)

Name of High School Attended: South Central High School

College or University Attended: \_\_\_\_\_

How long have you been a resident of Winterville? 9 months

Have you served on a board/commission of the town? ( ) Yes ( ☒ ) No

If yes, please indicate which one(s): NA

Current membership in organization and offices held: NA

Past membership in organizations and offices held: NA

State why you feel you would be an asset to this board/commission. I bring a fresh perspective and energy as a young community member.

Signature: Sarah Stewart Date: 10/14/25

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com) with the completed application.

This information requested below is optional:

<b>Ethnic Group:</b> _____ African American _____ American Indian _____ Asian or Pacific Islander _____ Caucasian _____ Hispanic	<b>Sex:</b> _____ Female _____ Male <b>US Citizenship:</b> _____ Yes _____ No <b>Birth Date:</b> _____
---	--

Dear Mr. Don Harvey, Town Clerk,

My name is Sarah A. Stewart and I am writing to express my enthusiastic interest in serving on the Human Relations Advisory Board for the City of Winterville. As a freshman at South Central High School, I am proud to be part of the AVID program, which encourages leadership, service, and personal growth through rigorous academics and community engagement.

Through AVID, I am developing essential skills such as effective communication, collaboration, organization, and a strong commitment to helping others. I am eager to bring my energy and perspective as a young citizen to this important board, working to promote understanding, respect, and equality across our community. My participation in peer leadership and service projects has taught me the value of listening and building relationships across diverse backgrounds.

I am excited about the opportunity to contribute fresh ideas and learn from experienced board members, helping to address local needs and support the mission of the Human Relations Advisory Board. Thank you for your time and consideration. I look forward to discussing my application with you and learning more about how I can serve our town.

Sincerely,

Sarah Stewart  
[stewarsa@students.pittschools.org](mailto:stewarsa@students.pittschools.org)  
South Central High School  
Winterville, NC



Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

\_\_\_\_\_ Board of Adjustment \_\_\_\_\_ Planning and Zoning Board  
\_\_\_\_\_ Recreation and Parks Advisory Board \_\_\_\_\_ Stormwater Advisory Committee  
1 \_\_\_\_\_ Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Kholey Stromas

Address: 455 Barrel Dr, Winterville, NC

Home Phone #: (252) 367-0139 Business Phone #: N/A

Email Address: kstromas8@gmail.com

Employed By: N/A Occupation: Student

Name of High School Attended: South Central High School

College or University Attended: Dual-Enrolled at Pitt Community College

How long have you been a resident of Winterville? 10


Have you served on a board/commission of the town? ( ) Yes ( ☒ ) No

If yes, please indicate which one(s): N/A

Current membership in organization and offices held: National Honor Society Project Coordinator, Health Science Academy, Beta Club, Theatre, Brody School of Medicine's Honors Research, AVID

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. I would bring a new, diverse perspective that directly reflects the needs of youth and teens in Winterville. As a high school student who values inclusion, I can offer insight, responsibility, and a dedication to the growth of Winterville.

Signature:  Date: December 11, 2025

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com) with the completed application.

This information requested below is optional:

<b>Ethnic Group:</b> _____ African American _____ American Indian _____ Asian or Pacific Islander _____ Caucasian _____ Hispanic	<b>Sex:</b> _____ Female _____ Male <b>US Citizenship:</b> _____ Yes _____ No <b>Birth Date:</b> <u>August 3, 2008</u>
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