

**BOARD OF ADJUSTMENT  
MEETING  
THURSDAY, JANUARY 25, 2024  
6:00 P.M.  
Council Chambers  
300 W. Crowell Street  
Monroe NC**

**AGENDA**

**Item 1.**            **Call to Order:**

**Item 2.**            **Pledge of Allegiance and Moment of Silence**

**Item 3.**            **Approval of Minutes – November 30, 2023**

**Item 4.**            **Conflicts of Interest**

**Item 5.**            **Quasi-Judicial Statement:**

**Item 6.**            **PLZNA 2024-00103 Variance-** The Board of Adjustment is requested to consider ten variance requests from William Lawrence in order to subdivide the existing four houses on one lot at 422 English Street. (Parcel ID # 09-189-133)

1. Determination of Preliminary Matters: Is the request within the jurisdiction of the Board of Adjustment?
2. Hearings on the Requested Variances:
  - (A) 414 English St. / Lot 1 Lot area variance of 7,994 square feet
  - (B) 414 English St. / Lot 1 Lot width variance of 37.12 feet
  - (C) 414 English St. / Lot 1 Side yard setback of 10 feet
  - (D) 416 English St. / Lot 2 Lot area variance of 8,316 square feet
  - (E) 416 English St. / Lot 2 Lot width variance of 36.91 square feet
  - (F) 416 English St. / Lot 2 Side yard variance of 0.5 feet
  - (G) 418 English St. / Lot 3 Lot area variance of 7,566 square feet
  - (H) 418 English St. / Lot 3 Lot width variance of 29.89 feet
  - (I) 422 English St. / Lot 4 Lot area variance of 6,762 square feet
  - (J) 422 English St. / Lot 4 Lot width variance of 22.5 feet

**Item 7.**            **PLZNA 2024-00136 Variance-** The Board of Adjustment is requested to consider two variance requests from James Gerber from the minimum lot area in order to subdivide the existing single lot into two lots at 615 English Street. (Parcel ID # 09-189-139)

1. Determination of Preliminary Matters: Is the request within the jurisdiction of the Board of Adjustment?
2. Hearings on the Requested Variances:

**Item 8.**            **PLSUP 2024-00135 Special Use Permit-** The Board of Adjustment is requested to consider a special use permit from Marc Rodriguez in order to install barbed wire to the top of a chain link fence in the rear and side yard of the property located at 2411 Nelda Drive. (Parcel ID # 09-261-005F)

**Item 9.**            **Next Meeting:** February 22, 2024

**Item 10.**           **Adjournment**

*Attention: BOARD MEMBERS:*

*Please call Ashlyn Penegar at 704.282.4527 to confirm your attendance. Thank you!*

*cc:        Richard Long  
             Terry Sholar  
             Doug Britt  
             Keri Mendler  
             Megan Brightharp  
             Patrick Blaszyk*

# **MINUTES OF THE BOARD OF ADJUSTMENT MEETING**

**November 30, 2023, at 6:00 P.M.**

**Council Chambers  
300 W. Crowell St.  
Monroe, NC**

To HR: 12/18/2023

## **Item 1. Call to Order**

Chairman Kenneth Deal called the November 30, 2023, meeting to order at 6:00 p.m. and noted that there was a quorum present with 3 members. Ashlyn Penegar, Administrative Assistant, called the roll.

Members Present: Kenneth Deal, William Draper and George Smith

Members Absent: None

Staff Present: Doug Britt, Senior Planner; Patrick Blaszyk; Al Benshoff, BOA Attorney; Ashlyn Penegar, Administrative Assistant II

Guests: Lou Philippi, James Rucker Jr.

## **Item 2. Pledge of Allegiance and Moment of Silence**

## **Item 3. Approval of Minutes – Minutes of October 26, 2023**

**Motion:** William Draper made a motion to approve the minutes of the October 26, 2023, meeting.

**Second:** George Smith

**Action:** The motion approve the minutes passed with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith

**NAYS:** None

## **Item 4. Conflicts of Interest**

Chair asked if there were any conflicts of interest? As a note, item 6 has been withdrawn, so you don't need to comment on any conflict of interest on that. But, with the remaining case, do we have any conflicts of interest?

George Smith said no.

William Draper said no.

**Item 5.**            **Quasi-Judicial Statement:**

Al Benshoff said this is a quasi-judicial hearing, which means it is like a court hearing. North Carolina law sets specific procedures and rules concerning how this board of adjustment must make its decisions. these rules are different from other types of land use decisions, such as rezoning's. This board's discretion is limited. This board must base its decisions on competent, relevant and substantial evidence in the record. A quasi-judicial process is not a popularity contest, it is a decision limited by the standards in the zoning ordinance and based on the facts presented. If you will speak as a witness, please focus on the facts and ordinance standards, not personal preference or opinion. Participation is limited by state law and this meeting is open to the public. Everyone is welcome to watch and parties with standing have rights to participate fully. Parties may present evidence, call witnesses and make legal arguments. Parties are limited to the town, applicant and individuals who can show that they will suffer special damages. Other individuals may serve as witnesses when called by the chair, general witness testimony is limited to facts, not opinions. For certain topics, this board needs to hear opinion testimony from expert witnesses. These topics include impacts on property values and increased traffic. Persons providing expert opinion must be qualified as experts and provide the factual evidence on which their opinions are based. Witnesses may be cross-examined by parties with standing and witnesses must swear or affirm their testimony.

**Item 6.**            **PLZNA 2024-00094 Variance-** The Board of Adjustment is requested to consider a variance request from William and Melanie Carlson from the Accessory Uses Accessory Structures Standards to allow for a carport to be located in the front yard for the property located at 2900 Meadow Creek Lane. (Tax ID #: 09-105-171)- *Withdrawn*

**Item 7.**            **PLZNA 2024-00106 Variance-** The Board of Adjustment is requested to consider a variance request from James Rucker to modify the minimum lot size for car, boat, other vehicle sales and rental establishments in order to operate a vehicle sales lot for the property located at 1600 Lynn Street. (Tax ID #: 09-188-105)

Chair said anyone who wishes to speak in regard to this item, please approach and be sworn in.

Doug Britt and James Rucker Jr. approached the dais and were sworn in by the Chair.

**Proposed Findings:**

1. The property located at 1600 Lynn Street is owned by Melissa Plyler and is zoned GB (General Business). (Exhibit 1, 2 and 3)
2. In July 2023, a change of occupancy application was submitted in order locate an e-commerce car sales business at 1600 Lynn Street that listed the applicant as James Rucker of JR Elite Transport 2 U, LLC. (Exhibit 4)



3. The permit was approved by Planning staff on July 31, 2023, with condition that stated “Approval is for online sales only. No vehicles can be sold, serviced or repaired on site.”
4. The Unified Development Ordinance (UDO) Section 7.2.6 entitled “Commercial Uses” states in relevant parts (Exhibit 5):

**P. Car, Boat, Other Vehicle Sales & Rentals**

4. Use Standards.
  - a. Minimum lot size for car, boat, other vehicle sales and rental establishments shall be two (2) acres.
5. The subject property is a total of .37 acres. (Exhibit 6)
6. On October 31, 2023, the applicant submitted a variance application in order to request a variance to the minimum lot size requirement for an automotive sales lot. (Exhibit 7)
7. All adjacent property owners have been notified of the proposed variance. (Exhibit 8 and 9)

Doug Britt said I will be glad to answer any questions and the applicant is here to answer any questions and make a presentation as well.

Chair asked did any of the adjoining property owners call and inquire about it?

Doug Britt said they did not.

Chair asked is the application for the variance completed accurately and submitted properly?

Doug Britt said yes sir, it is.

William Draper asked something inaudible.

Doug Britt said that’s the only business here, I think they are taking the whole building. I think it just has the one address.

Chair said that’s a good question for the applicant when he comes forward.

Al Benshoff asked is E Commerce Auto Sales a use on the Permitted Use Table?

Doug Britt said no, not specifically.

Mr. Benshoff asked what use are you calling this or the planners calling this?

Doug Britt said we've had this over the years and if someone is wanting to operate an automotive shop and not have any cars there, they just do it strictly by the computer and the internet, we deem it to be a office use. Office uses would be allowed in the GB district.

Mr. Benshoff asked what's the variance for?

Doug Britt said the variance is because the applicant in attempting to get their DMV license was rejected. We approved it, as far as E Commerce only, and the applicant can speak to it too, but I think they are wanting to have cars on site. By having cars on site, we are going to deem that to be a full fledge automotive sales lot, which does require the 2-acre requirement.

Mr. Benshoff asked is auto sales a permitted use in the GB?

Doug Britt said provided they have 2 acres.

Mr. Benshoff said thank you.

George Smith asked if the 2-acre limit is because it would get too congested?

Doug Britt said there is a little background on this and I will be glad to share it. I've been here since 2008 and under the old ordinance, if you were doing any type of automotive uses, whether it be sales or repairs, it was required to go through a conditional rezoning, unless you were going into a spot that had an existing automotive use there or one that had been vacated in less than 180 days and hadn't lost their grandfathered status. Under the old code, if you were going to introduce automotive on a site that didn't have automotive or didn't within the last 6 months, you had to do a rezoning. I think Council over the years had felt that we had our fair share of automotive uses with repair shops and/or small sales lots. When I came here in 2008, that was already in place and what we did when we did the new ordinance, instead of having every automotive use come in for a rezoning, we put a threshold on acreage on sales and repairs. The threshold for repairs is one half acre and the threshold for the sales is two acres. At that time, we did so many rezoning for automotive uses and this was a way to limit them based on the acreage of size and that's why it was done this way. It has come into play and I know other places that I've working has put a threshold on the size of the lot for a particular automotive use, whether it be sales or whatever. There used to be an automotive at this site, so there has been one here before and the applicant will probably state that, I'm not hiding that. What happened is that when it left, it was vacated for more than 180 days or 6 months, so after that point in time, it lost its grandfathered status. It can be used for GB uses, retail sales and service, but for this particular use, once it lost its grandfathered status, it would have to meet the current requirements of the ordinance. That's the background as to how we've gotten to where we are right now.

Chair said there is a lot of automotive uses in that area.

Doug Britt said there is more automotive over there than there is not automotive if you want to say it like that.

Chair asked are there any other questions for Doug? Hearing none, would the applicant like to step forward and present your case?

James Rucker Jr. stepped forward and introduced himself, he said my business is JR Elite Transport to You, LLC. My business address is 1600 Lynn Street, Monroe NC 28110. I do apologize, I have an attorney, Ronald Dixon, and he was trying to be here on time to oversee everything because of what we feel is the conflict of interest aspect that the State of North Carolina only requires 96 ft. office building with a bathroom and a closed room, so that you can lock your paperwork up, that I do have, and that was approved by the DMV Inspectors. I had a lot of stuff planned, but I will be honest with you, I worked at Scott Clark Toyota from 2010-2017 and when my dad died in 2017, when you stand up there looking at him in the casket, you start realizing what am I doing in my life to actually do things differently. Scott Clark Toyota used me as a "Closer" at a car dealership, so when the customer says they just want to leave and think about it, they send me in to lock in the deal and I did that for 8 years at Scott Clark Toyota. In 2017, I was doing that one day and I was talking to a lady who was recently widowed and her husband had bought all of the vehicles for her and she was in there for an oil change. The sales people had got her to a \$549 car payment to a \$849, with trading in her car and having her take \$4,000 out of her 401k as a down payment, so she was going to have a \$90 payment on her 401k too. My job, because the salesperson couldn't get her to say yes, my job was to get over there and get her to say yes. I did my job, I went over there and got her to say yes. When walking back up to the desk, I felt the clench in my chest and I tried to correlate it with my consciousness of God saying James, this is what I helped you learn to do and get a house for you and your family, but do you need to do this business like this? I ended up tearing up the paperwork and going over there and telling her that it was not a good deal and that I couldn't sleep at night knowing that I put a 70-year-old woman in a bad deal like that. I went to speak to the owner of Scott Clark Toyota, Chris Cady, and we tried to work out a working relationship. But, I decided that I have all the knowledge of the car business and part of what my dealership does is that we try to get people deals, not based on the max that a car can be sold at, but what it should be sold at. If you look at any of my commercials, sometimes they are on Spectrum, that run, everything is based off of that. Getting the customer an actual true value for their car deal. I first acquired my dealers license in 2022 and I was at a different location, at 549 Morgan Mill, that was just a suite inside a parcel that was over 2 acres, so I didn't even know about the 2 acres' limit. I just applied for my dealer's license and they said it was ok and it was approved. I didn't control me not being able to be there, it was a separate situation with some of the business that the Department of Justice came in to play with, then we had to move. So, we found the 1600 Lynn Street location, right around the corner. We talked to the owner, Mr. Plyler, and he said yes, James, this has been used for a car dealership before and it was used like that 7 or 8 months before you inquired and he did all of my background and rented it to me. I haven't been able to sell cars in the last 4 or 5 months, I haven't been able to supply my family's needs and basic stuff for the last 4 or 5 months, because I haven't been able to operate and do business. I have Dave's Auto Repair and in my plaza, there is an auto body place right next to me and then on the other side, he does the tires and the NC inspections. Dave's Auto Repair does repairs and everything on cars. So, it's all in that same area. As an E Commerce dealer, on an online dealer, yes, I do have or may have 1-2 vehicles that I do offer for sale that are in the parking spaces allotted for me. But, a lot of what my dealership does is a non-traditional way to help people buy cars and if you buy a car at the dealerships price, you are going to pay more. What we do is allow the customer to choose

exactly which vehicle they want and we go out and seek it and find the vehicle at the best price for them. Then, we bring it back to our place and get it serviced and inspected, then sell it to the customer. I told all of this to the DMV inspector when she came out and inspected my place, she works for the State of North Carolina, not only just Union County. She signed off on it, inspected my place, and said it was ok. But, because I guess the wording in the letter, it was not approved when I went to Raleigh, because of what we are here for now. I don't know how much to present, I had a whole lot of stuff set up, but at the end of the day, it's nothing but going off of the State of North Carolina requires this set amount and the area that I'm at has already been used as a car dealership previously. I understand rules and laws and bylaws and different changes. I guess I am trying to understand and I don't want to have to move my dealership to Mecklenburg County. It's all I do is sell cars. I live in Waxhaw and if I have to move my dealership, it's something that I would probably have to do, if I'm not accepted here in Union County. When I was approved previously for my dealer's license through Union County, I was on a 2,000 square foot parcel, but the only part that was allotted to my business, in the suites, was right above a 1,000 square feet. The whole parking lot around me was different and all kinds of different businesses. But, it was approved for my dealer's license, just because it sat on a 2-acre parcel. Now, I am in this parcel where everything and anything around me is nothing but cars and automotive business, and now I'm getting told that I can't conduct a dealership in the same aspect. This is the first time that I've ever had to go through this type of adversity for my business and I guess I'm not knowing what all to do to make it feasible, because the person that I rented it from told me that they had a guy who sold cars before there who had a dealer's license about 7 to 8 months ago. My understanding about being grandfathered in, on aspects of that nature, I guess I am just looking for a viable reason, outside of 2 acres because of these reasons and purposes here and having so many things that we have to look over for a dealer to want to have a dealership in this type of vicinity. I'm a family man, married with 4 kids and all I do is try to present and I'm trying to give my kids something that if something happens to me, that I can leave them, as a business. I teach my kids the business and they help wash cars and do things like that with paperwork and filing paperwork and I teach them the business so that it can be something I can leave to them, possibly. I am just trying to give an honest day's work and be able to provide for my family in the way that I know how to provide for my family. I just can't see how Union County goes against what the State of North Carolina says, because it's not a Union County dealers license, it's a State of North Carolina state dealers license. I've fulfilled the State of North Carolina requirements and the DMV, from North Carolina, says I've fulfilled those, the only situation that says I do not fulfil them is Union County, only on the basis of sitting on. Because if this was a 2-acre parcel, we wouldn't be having this discussion right now. If it was at 549 Morgan Mill, where I at previously, we wouldn't be having this discussion right now. I don't know what else to do to pled my case, outside of in everything that I see and it's a conflict of interest with the State of North Carolina denying that aspect, when I am doing the same business that was there previously, that was grandfathered in previously to do the same business. I haven't been able to do business since June or July, so that means I haven't been able to supply a steady income for my family and of course, if you guys rule against that, I have to go to Mecklenburg County. That's something we are going to document it and try to, I would have no other choice, but to try to ask the public. We are pretty good on social media, we have over 50,000 followers and stuff, to see exactly what can be done to try to rectify the situation.

Chair said we are going to need to ask you some questions.

Mr. Benshoff said I also have some questions.

Chair said I will give you an opportunity.

Chair said our findings have to be based on facts and supported by what is in the ordinance and the spirit of the ordinance, so we are going to ask you several questions. The way you explained your business model, you're basically telling me that it's not that you want to have 10, 15 or 20 vehicles sitting there.

Mr. Rucker said no sir, I would never have that many vehicles.

Chair said you're a search engine that goes out, another version of Carvana, that goes out and finds the vehicle that someone wants and you acquire that vehicle, bring it back, service it. So technically you are selling it on the property.

Mr. Rucker said 100%, yes.

Chair said it's not like you want to operate a car dealership that keeps static cars on display with signs.

Mr. Rucker said no, sir. That's not my business model. My business model is financial literacy to the average customer, to help them make the best buying decision and the main way to help anyone make the best buying decision, is to not buy a vehicle off of a ready set lot. But, instead of being able to actually search the engine country, as we do, to acquire the best deal on that vehicle.

Chair said OK, good.

George Smith asked in worst case, how many vehicles would you have?

Mr. Rucker said 3, at the max, with the spaces.

Chair asked how many parking spaces do you have allocated to you.

Mr. Rucker said it's 3-4 parking spaces, yes sir. Luckily, my neighbors are very friendly with me and they can't even believe that we are going through this. Because I do good business with them and because I am basically online, we are not really even there 5 days of the month, at most. Because we don't sit around and wait for people to pull up. That's not our business model, that we supply.

Chair asked how many car bays are in the building available to you?

Mr. Rucker said we don't use any car bays.

Chair asked is the previous radiator shop part of the building you are in?

Mr. Rucker said its part of the building, but it's not owned or leased by me. It's a separate business that does body repair on vehicles. Then, next to them is the tire and inspection area. I am the smallest little brick office on the end with the corner parking spot.

Chair asked the Board, are there any questions for him?

William Draper asked would you then categorize yourself as more of a buying service? You are not going to have cars there that people can drive by and want to look at.

Mr. Rucker said we would have 1, or 2 max, 1 to 3 max possibly. Again, because I am working out of my own capital, most dealers work off of a floor plan, and that's why they can basically borrow from the bank and buy a whole bunch of cars and sit on their lot. Then, they sell them as people come look at them.

Chair said your cars are mostly pretty much spoken for. They are just being serviced?

Mr. Rucker said yes, sir. 90% of them are. Most of the time, they are getting serviced for taking delivery for customers.

Chair and Board Attorney discuss.

Mr. Benshoff asked Doug if he could pull up the application.

Mr. Benshoff asked Mr. Rucker, can you take a look at your application? This Board can only make a decision based on facts that are put in the record that answer these four questions on the application. These are the questions and to answer those questions is your application.

Mr. Rucker said I don't think I ever received this.

Mr. Benshoff said you signed this.

Mr. Rucker asked an audience member, did I answer those?

Mr. Rucker said I have the answers for them right here, yes sir.

Mr. Benshoff asked do you have anything else to add to answer these 4 questions?

Mr. Rucker asked can you give me a second to review?

Mr. Benshoff said sure.

Mr. Rucker said I think everything seems to be self-explanatory about what we are.

Mr. Benshoff said thank you, Mr. Rucker.

Board discusses.

Chair asked does anyone have any more questions for Mr. Rucker? Hearing none, I will entertain a motion on the Findings of Fact 1-7.

Chair said at this point, I will entertain a motion to accept the Findings of Facts 1-7 into the record.

**Motion:** William Draper made a motion to approve the Findings of Fact 1-7.  
**Second:** George Smith  
**Action:** The motion to approve the Findings of Fact 1-7 passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith  
**NAYS:** None

Chair said we are moving on to the Conclusions and I will remind the Board members again, that motions that you make must be based on testimony or information with documentation provided during this hearing.

1. It is the Board's CONCLUSION, that unnecessary hardship would result from the strict application of the ordinance.

**Motion:** George Smith made a motion that an unnecessary hardship would result from the strict application of the ordinance because the business license is not for a traditional auto dealership, so requiring someone to have this particular type of business on 2 acres would just mean that 1/80% of an acre would just be vacant.

Chair said I understand the history behind the UDO requiring the 2-acre requirement and it is very good solid rational by the City Council. But, one of the reasons that we vote on variances, is because not all subjects fall within the fall criteria and not all pieces of property are identical and follow the same rules. I would see an unnecessary hardship to require the lease of 2 acres, when an office in a building occupied by other businesses is the only real need of the business.

Mr. Benshoff said may I suggest that the Board entertain a fact to that effect? Because that's not a fact that was in the 7 that you adopted, so far. You heard testimony that Mr. Rucker has a NC business license by the DMV, but that's not a fact in the record either.

Chair asked did you happen to bring a copy of your license with you in your folder?

Mr. Rucker said my license ran out in July with the NC DMV and that was with the changing of locations from 549 Morgan Mill St. and you get your license for one year and then you have to renew it, so on July 31<sup>st</sup>, when I was trying to renew it, that's when I came to this impasse right here. When I talked to the people at the DMV, they said it is a fact that the only thing you need to have a dealership in N.C. is 96 sq. ft. and a room with a lock to lock paperwork with locked cabinets. That is a fact from NC DMV.

George Smith asked are you saying that this procedure, going through this, is what's holding you up from getting your business license reapproved?

Mr. Rucker said renewing my next year's license, yes sir.

George Smith said you have to have a valid place to do business.

Mr. Rucker said yes.

William Draper said this is a non-traditional auto business and I think the requirement should be modified from the 2 acres.

George Smith said if approved, I think we should put restrictions on the number of vehicles allowed.

Chair said you can't do that on variances, that's a special use permit.

Mr. Rucker said I do have my surety bond is up to date and paid up for the next year and my garage insurance is up to date and paid up for the next year also.

Chair said please understand what the attorney is trying to point out, is that it's one thing to have testimony of that, but you didn't provide any supporting documentation to that for the record. Everything has to be based on the documents in the case file.

Mr. Rucker said I have all of my insurance stuff, I can forward it to someone from my phone. My attorney was bringing everything, he is a Charlotte attorney, he just got held up in court at the last minute. I wouldn't be able to do an application if I didn't have a surety bond or garage insurance license in the State of North Carolina.

Board discusses.

Chair repeats the motion and clarifies.

**Motion:** George Smith made a motion that an unnecessary hardship would result from the strict application of the ordinance, based on the applicant's testimony that his licensing requirement requires him to have this variance approved before renewing his license.

**Second:** William Draper

**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith

**NAYS:** None



2. It is the Board's CONCLUSION, that the hardship is peculiar to the applicant's property.

**Motion:** William Draper made a motion that the hardship is peculiar to the applicant's property because the Unified Development Ordinance requires 2 acres and the property does not contain 2 acres and the applicant's business does not require 2 acres to operate.

**Second:** George Smith

**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith

**NAYS:** None

3. It is the Board's CONCLUSION, that the hardship is not the result of the applicant's own actions.

**Motion:** William Draper made a motion that the hardship is not the result of the applicants own actions because the applicant leased the building and had everything lined up, then he found out there was a problem, it wasn't because he was trying to pull the wool over anyone's eyes.

**Second:** George Smith

**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith

**NAYS:** None

4. (a) It is the Board's CONCLUSION, that the variance is consistent with the spirit, purpose, and intent of the ordinance.

**Motion:** George Smith made a motion that the variance is consistent with the spirit, purpose, and intent of the ordinance based on the fact that the ordinance was written on not having a small area crowded with cars and this business model limits the number of vehicles being involved.

**Second:** William Draper

**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith

**NAYS:** None

- (b) It is the Board's CONCLUSION that in granting of the variance, the public safety will be secured and substantial justice will be achieved.

**Motion:** William Draper made a motion that in granting the variance, public safety will be secured and substantial justice will be achieved because there were no noted public safety concerns with operating this type of business in that area and the substantial justice will be achieved.

**Second:** George Smith  
**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith  
**NAYS:** None

Al Benshoff suggested four additional findings of fact:

8. Applicant testified that with the lease, he has four parking spaces
9. Applicant testified that he will not have more cars for sale than number of parking spaces

Chair said that he will amend that to no static vehicles on the premises.

10. Doug Britt and applicant testified that property was used for auto sales previously and that the grandfathered status had lapsed
11. Applicant testified that he leased the property before he learned about the UDO requirement that he had to have two acres' minimum.

Mr. Benshoff said also you can add conditions to a variance.

George Smith asked do we have the definition of the word static?

Chair said the definition of static in my mind and the reason I added that is the unsold vehicles setting there for show and sale to street traffic.

George Smith asked, all cars there should have prospective buyers already lined up?

Chair said according to his business model, any vehicles that he is bringing in, are basically spoken for. Maybe not signed for and paid for yet, but have already been spoken for. Because he only acquired them for a specific customer.

Chair said I need a motion to amend our findings of facts to include 8, 9, 10 and 11, as stated by the attorney.

**Motion:** George Smith made a motion to approve Findings of Fact 8, 9, 10 and 11  
**Second:** William Draper  
**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith  
**NAYS:** None

Chair asked Mr. Rucker to approach the podium and said before I make a motion to approve or deny this variance, where there is a circumstance where you get a car and can't sell it. We are going to put a requirement in this variance that if you come into ownership of a car that is not sold, this car will not be resold from that lot. You can take it home and park it in your backyard and run ads and start it all over again.

Mr. Rucker said that 8 out of 9 times, the vehicle will go back to the auction to be sold again.

Doug Britt said that's fine with whatever the Board decides, but that's difficult for Staff to enforce and you have to remember that the variance runs with the property, not with the tenant. If you start talking about numbers of vehicles on a piece of property, especially with this piece of property because there is so much, based on what's out there. That's difficult for Staff, Staff is probably not going to be able to go by the site on a daily basis.

Chair said that's why I'm used to putting stipulations on special use permits and not so much on a variance.

Doug Britt said sometimes with special use permits, it can be easier to lock into. But, with the vehicles and whether its static or just been there for a day or two, that will be difficult for us to enforce.

Mr. Benshoff thanked Doug. He said I do a lot of Code Enforcement work for other clients and any condition that you write for a SUP or a Variance, should be enforceable. I'm not quite sure how to write that one.

Chair said he's not stipulating that you can't enforce it, he's saying that it's difficult to enforce it or even notice that its being violated.

Doug Britt said it would be a complaint based.

Chair said Mr. Rucker, I am going to take your word for it, you seem like an honest man.

**Motion:** George Smith made a motion to approve Variance PLZNA 2024-00076  
**Second:** William Draper  
**Action:** The motion passed unanimously with the following votes:

**AYES:** Kenneth Deal, William Draper and George Smith  
**NAYS:** None

Mr. Rucker said I appreciate you guys.

**Item 7.**      **Discussion:** Date of December Meeting

Doug Britt mentioned to the Board that the upcoming December meeting falls on December 28 and the City is closed from December 22 to December 26 and asked if anyone had any conflicts.

There were no conflicts with any of the Board members or the Board of Adjustment Attorney, Al Benshoff.

**Item 8.**      **Adjournment**

**Motion:**            **William Draper made a motion to adjourn the meeting.**  
**Second:**          **George Smith**  
**Action:**            **The motion to adjourn passed unanimously with the following votes:**

**AYES:**      **Kenneth Deal, William Draper and George Smith**  
**NAYS:**      **None**

The meeting was adjourned at 7:02 p.m.

Respectfully submitted,

Kenneth Deal  
Chair

Ashlyn Penegar  
Clerk of the Board

## STAFF REPORT

Case # PLZNA 2024-00103

**TO:** Board of Adjustment Members

**DATE:** January 25, 2024

**FROM:** Doug Britt, Senior Planner

**PREPARED BY:** Patrick Blaszyk, Planner

**SUBJECT:** William Lawrence is requesting multiple variances in order to subdivide the existing four houses on one lot at 422 English Street into four separate lots.

---

### **SUMMARY STATEMENT**

William Lawrence of Lawrence and Associates is requesting for a total of ten variances for 422 English Street. These variance requests are to seek alleviation from the minimum lot area, side-yard setback standards, minimum lot width of proposed lots and accessory structure setback standards to allow for existing single family detached homes to subdivide from an existing single lot to four separate lots for a property located at 422 English Street in the RMD, Residential Medium Density Zoning District and Winchester Overlay District.

---

### **SITE DATA**

|                                       |                                 |
|---------------------------------------|---------------------------------|
| <b>Type of Action:</b>                | Variance                        |
| <b>Date of Petition:</b>              | January 5, 2024                 |
| <b>Name of Petitioner:</b>            | William Lawrence                |
| <b>Location:</b>                      | 422 English Street              |
| <b>Tax ID #:</b>                      | 09-189-133                      |
| <b>Lot Size:</b>                      | 0.4 Acres                       |
| <b>Current Zoning Classification:</b> | RMD, Residential Medium Density |

### **PROPOSED FINDINGS**

Proposed Findings:

1. The property located at 422 English Street is owned by Lloyd Cobbs and Ella Cobbs Irrevocable Trust dated June 4, 2012 it is zoned RMD, Residential Medium Density and is located within the Winchester Overlay District. (Exhibits 1, 2, 3 and 4)
2. A variance application and proof of agency was submitted in January 2024 by William Lawrence of Lawrence and Associates, requesting a variance from the minimum lot area and minimum lot width requirements for the RMD, Residential Medium Density District, side yard setback requirements for the Winchester Overlay District and setback requirements for accessory structures in order to subdivide the existing four houses on a single lot into four separate lots. (Exhibit 5 and 6)

3. Table 4.2.3.2. RMD District Development Standards of the Unified Development Ordinance (UDO) discusses the RMD minimum lot area and minimum lot width requirements in relative parts:  
  
    Lot area: 12,000 Square Feet Minimum  
    Lot width: 75' Minimum  
    (Exhibit 7)
4. Section 6.2.1 of the UDO lists the Winchester Overlay District setback requirements as follows:  
  
    a. Street setback - 20'  
    b. Side setback - 5'  
    c. Rear setback - 10'  
    (Exhibit 8)
5. The setback requirement for accessory structures as displayed in section 7.5.9.a. of the UDO are as follows:  
  
    10' from all property lines  
    (Exhibit 9)
6. The applicant has submitted a proposed subdivision site plan to subdivide the existing four houses at 422 English Street. These addresses include 414, 416, 418 and 422 English Street.  
    (Exhibit 10)
7. In order to subdivide the property, the applicant is requesting the following variances: (Exhibit 11)
  - Lot 1 (414 English St.) requires a 7,994 square foot variance for the lot area, a 37.12-foot variance for the lot width, and a 10-foot variance for side yard setback of the existing coup accessory structure.  
    (3 total variances for lot 1)
  - Lot 2 (416 English St.) requires a 8,316 square-foot variance for the lot area, a 36.91-foot variance for the lot width and a .5-foot variance for the side yard setback for the existing porch encroaching into the setback.  
    (3 total variances for lot 2)
  - Lot 3 (418 English St.) requires a 7,566 square-foot variance for the lot area, and a 29.89-foot variance for the lot width.  
    (2 total variances for lot 3)
  - Lot 4 (422 English St.) requires a 6,762 square-foot variance for the lot area and a 22.5-foot variance for the lot width.  
    (2 total variances for lot 4)
8. All adjacent property owners have been notified of the proposed variance. (Exhibit 11 & 12)

Conclusions:

1. It is the Board's CONCLUSION, that unnecessary hardship (would/would not) result from the strict application of the ordinance.
2. It is the Board's CONCLUSION, that the hardship (is/is not) peculiar to the applicant's property.
3. It is the Board's CONCLUSION, that the hardship (is/is not) the result of the applicant's own actions.
4. (a) It is the Board's CONCLUSION, that the variance (is/is not) consistent with the spirit, purpose, and intent of the ordinance.  
  
(b) It is the Board's CONCLUSION, that in granting of the variance, the public safety (will/will not) be secured and substantial justice (will/will not) be achieved.

**THEREFORE**, on the basis of all foregoing, IT IS ORDERED that the application Variance PLZNA 2024-00103 be (**approved/denied**).

---

Exhibits:

Exhibit 1: Ortho Map  
Exhibit 2: Zoning Map  
Exhibit 3: Winchester Overlay  
District Map  
Exhibit 4: Deed to Property  
Exhibit 5: Variance Application  
Exhibit 6: Proof of Agency  
Exhibit 7: Table 4.3.3.2 of UDO  
Exhibit 8: Section 6.2.1 of UDO  
Exhibit 9: Section 7.5.9.a. of the UDO  
Exhibit 10: Proposed Site Plan  
Exhibit 11: Variance Specifications  
Exhibit 12: - APO Map  
Exhibit 13: - APO List

Prepared by: PB 1/9/2024





**Ortho Map**

**PLZNA-2024-00103**

**422 English St.**

**Legend**

- Centerlines  
□ Parcels

**Owner:**  
**Cobbs Lloyd**  
**Trustee et al**

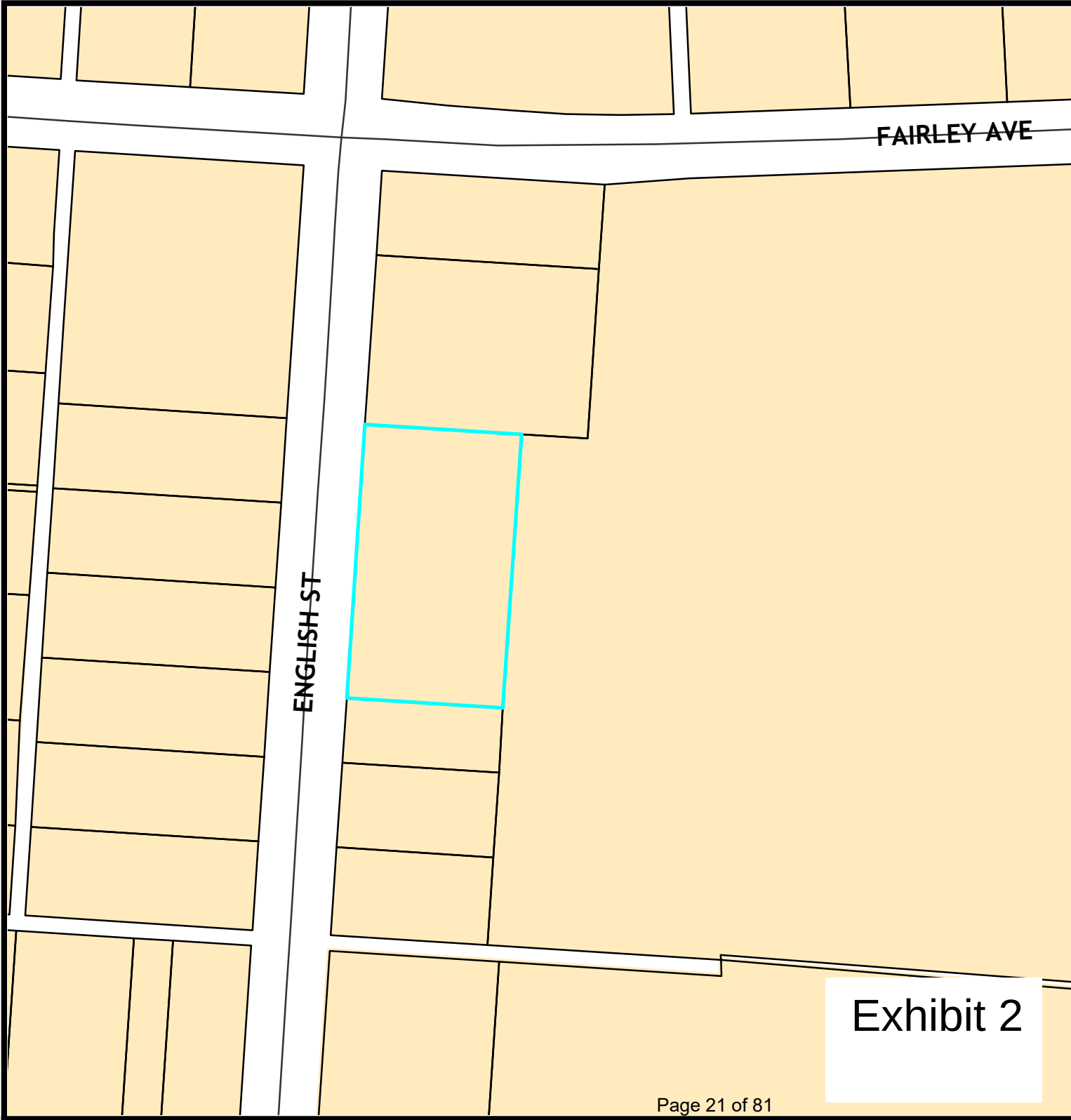
**Acres: 0.4**



0 50 100  
Feet

**Exhibit 1**





## Zoning Map

**PLZNA-2024-00103**

**422 English St.**

### Legend

Centerlines

Parcels

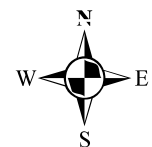
### Zoning Districts

RMD

Existing: RMD  
(Residential Medium Density)

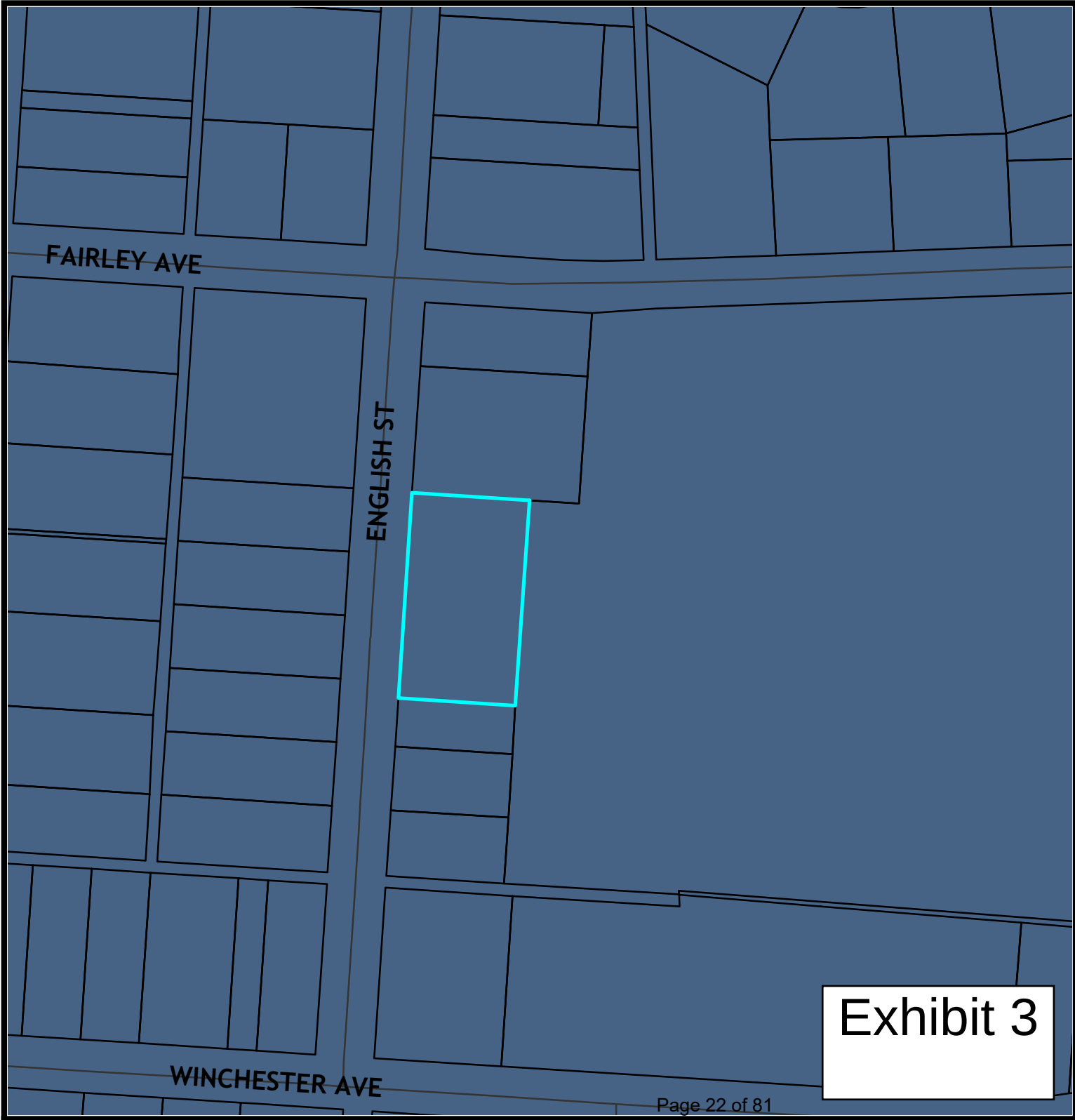
### Owner:

**Lloyd Cobbs and  
Ella Cobbs  
Irrevocable Trust**



0 50 100  
Feet

**Exhibit 2**



**APO Map**

**PLZNA-2024-00103**

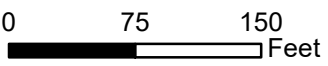
**422 English St.**

**Legend**

- Centerlines
- Parcels
- Winchester Overlay District

**Lloyd Cobbs and  
Ella Cobbs  
Irrevocable Trust**

**Acres: 0.4**



**Exhibit 3**

5755  
0521

FILED  
UNION COUNTY, NC  
**CRYSTAL CRUMP**  
**REGISTER OF DEEDS**

FILED Jun 14, 2012  
AT 11:13 am  
BOOK 05755  
START PAGE 0521  
END PAGE 0529  
INSTRUMENT # 17710  
EXCISE TAX \$160.00  
SB

Excise Tax \$160.00

Recording Time, Book and Page

Tax Lot No. 09-192-171; 09-189-133; 09-192-172; 09-189-127; 09-228-181 Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to **Robert D. Palmer, Attorney at Law, 614 West Main Street, PO Box 489, Marshville, NC 28103**  
This instrument was prepared by **Robert D. Palmer**

Brief Description for the index

411, 412, 414, 416, 418, 422, 604 English; 507 Beard

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made **June 12, 2012**, by and between

| GRANTOR                                                                                                                                    | GRANTEE                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STERLING REAL ESTATE INVESTMENT GROUP, LLC.</b><br>A North Carolina Corporation<br>109 Antioch Plantation Drive<br>Weddington, NC 28104 | <b>LLOYD COBBS, ELLA COBBS and TIMOTHY R. ABRAHAM, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE LLOYD COBBS AND ELLA COBBS IRREVOCABLE TRUST DATED JUNE 4, 2012</b><br>2004 Planters Knoll Drive<br>Monroe, NC 28110 |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of **Monroe, Monroe Township, Union County, North Carolina** and more particularly described as follows:

See Legal Description Attached Hereto and Fully Incorporated Herein as Exhibit "A"

A Certification of Trust Verifying the Existence of the Lloyd Cobbs and Ella Cobbs Irrevocable Trust Dated June 4, 2012 Is Attached Hereto as Exhibit "B"

**The Properties Herein Conveyed Are Not a Primary Residence of Grantor.**

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Books **4190-592, 3934-607, 4190-598, 4190-604.**

N. C. Bar Assoc. Form No. 3 © 1977  
Printed by Agreement with the N.C. Bar Assoc.  
Chicago Title Insurance Company

**Exhibit 4**

A map showing the above described property is recorded in **Plat Book 3, File 92.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**APPLICABLE ZONING; ANY EASEMENTS AND RIGHTS OF WAY FOR SERVICE LINES, ROADS AND UTILITIES AS MAY BORDER OR CROSS THE PROPERTY, INCLUDING THE SUBDIVISION STREETS AS SHOWN ON RECORDED PLAT; ANY EASEMENTS RESERVED IN RESTRICTIVE COVENANTS, INCLUDING HOMEOWNERS ASSOCIATION PROVISIONS; APPLICABLE RESTRICTIVE COVENANTS OF RECORD AND STREET ASSESSMENTS; ROAD MAINTENANCE AGREEMENT FOR SUBDIVISION ROADS; SUBJECT TO MATTERS THAT COULD BE REVEALED BY AN ACCURATE AND CURRENT PHYSICAL SURVEY AND BOUNDARY SURVEY OF THE PROPERTY.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**STERLING REAL ESTATE INVESTMENT GROUP, LLC**  
**A North Carolina Corporation**

By: \_\_\_\_\_ (SEAL)  
**JAMES H. BURKE, Manager**

By: \_\_\_\_\_ (SEAL)  
**RITCHIE McMANUS, Manager**

By: \_\_\_\_\_ (SEAL)  
**JOHN DIPINTO, Manager**

By: *Matthew Self* \_\_\_\_\_ (SEAL)  
**MATTHEW SELF, Manager**

By: \_\_\_\_\_ (SEAL)  
**ALAN CLEMENT, Manager**

STATE OF NORTH CAROLINA, COUNTY OF Mecklenburg  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Matthew Self, Manager of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company personally came before me this day and acknowledged that he is Manager of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company, and that by authority duly given and as the act of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal, this May 29th, 2012.

My commission expires: 5/1/2015 *Gayle J. Womble* Notary Public



A map showing the above described property is recorded in **Plat Book 3, File 92.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**APPLICABLE ZONING; ANY EASEMENTS AND RIGHTS OF WAY FOR SERVICE LINES, ROADS AND UTILITIES AS MAY BORDER OR CROSS THE PROPERTY, INCLUDING THE SUBDIVISION STREETS AS SHOWN ON RECORDED PLAT; ANY EASEMENTS RESERVED IN RESTRICTIVE COVENANTS, INCLUDING HOMEOWNERS ASSOCIATION PROVISIONS; APPLICABLE RESTRICTIVE COVENANTS OF RECORD AND STREET ASSESSMENTS; ROAD MAINTENANCE AGREEMENT FOR SUBDIVISION ROADS; SUBJECT TO MATTERS THAT COULD BE REVEALED BY AN ACCURATE AND CURRENT PHYSICAL SURVEY AND BOUNDARY SURVEY OF THE PROPERTY.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**STERLING REAL ESTATE INVESTMENT GROUP, LLC**  
**A North Carolina Corporation**

By: \_\_\_\_\_ (SEAL)  
**JAMES H. BURKE, Manager**

By: \_\_\_\_\_ (SEAL)  
**RITCHIE McMANUS, Manager**

By: \_\_\_\_\_ (SEAL)  
**JOHN DIPINTO, Manager**

By: \_\_\_\_\_ (SEAL)  
**MATTHEW SELE, Manager**

By: Alan Clement (SEAL)  
**ALAN CLEMENT, Manager**



STATE OF NORTH CAROLINA, COUNTY OF Mecklenburg  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Alan Ashley Clement, Manager of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company personally came before me this day and acknowledged that he is Manager of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company, and that by authority duly given and as the act of **STERLING REAL ESTATE INVESTMENT GROUP, LLC**, a North Carolina Limited Liability Company, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal, this May 1, 2012.

My commission expires: May 9, 2015 Angela M. Maddox Notary Public

A map showing the above described property is recorded in Plat Book 3, File 92.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

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IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**STERLING REAL ESTATE INVESTMENT GROUP, LLC**  
A North Carolina Corporation

By: \_\_\_\_\_ (SEAL)  
JAMES H. BURKE, Manager

By: \_\_\_\_\_ (SEAL)  
RITCHIE McMANUS, Manager

By: John Dipinto 06/07/12 \_\_\_\_\_ (SEAL)  
JOHN DIPINTO, Manager

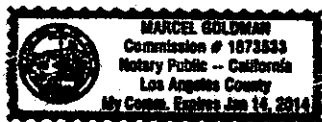
By: \_\_\_\_\_ (SEAL)  
MATTHEW SELF, Manager

By: \_\_\_\_\_ (SEAL)  
ALAN CLEMENT, Manager

STATE OF CALIFORNIA, COUNTY OF Los Angeles  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that  
JOHN DIPINTO, Manager of STERLING REAL ESTATE  
INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company personally came  
before me this day and acknowledged that he is Manager of STERLING REAL ESTATE  
INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company, and that by authority  
duly given and as the act of STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North  
Carolina Limited Liability Company, the foregoing instrument was signed in its name by its  
Manager. Witness my hand and official stamp or seal, this June 7, 2012.

My commission expires: Jan, 14/2014 \_\_\_\_\_ Notary Public

SEAL-STAMP



A map showing the above described property is recorded in **Plat Book 3, File 92.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. •

Title to the property hereinabove described is subject to the following exceptions:

**APPLICABLE ZONING; ANY EASEMENTS AND RIGHTS OF WAY FOR SERVICE LINES, ROADS AND UTILITIES AS MAY BORDER OR CROSS THE PROPERTY, INCLUDING THE SUBDIVISION STREETS AS SHOWN ON RECORDED PLAT; ANY EASEMENTS RESERVED IN RESTRICTIVE COVENANTS, INCLUDING HOMEOWNERS ASSOCIATION PROVISIONS; APPLICABLE RESTRICTIVE COVENANTS OF RECORD AND STREET ASSESSMENTS; ROAD MAINTENANCE AGREEMENT FOR SUBDIVISION ROADS; SUBJECT TO MATTERS THAT COULD BE REVEALED BY AN ACCURATE AND CURRENT PHYSICAL SURVEY AND BOUNDARY SURVEY OF THE PROPERTY.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**STERLING REAL ESTATE INVESTMENT GROUP, LLC**  
**A North Carolina Corporation**

By:  (SEAL)  
**JAMES H. BURKE, Manager**

By: \_\_\_\_\_ (SEAL)  
**RITCHIE McMANUS, Manager**

By: \_\_\_\_\_ (SEAL)  
**JOHN DIPINTO, Manager**

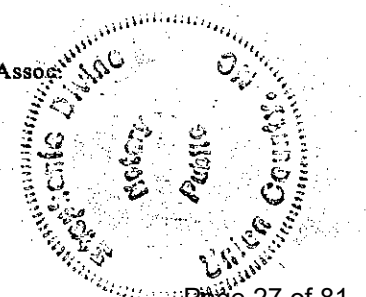
By: \_\_\_\_\_ (SEAL)  
**MATTHEW SELF, Manager**

By: \_\_\_\_\_ (SEAL)  
**ALAN CLEMENT, Manager**

STATE OF NORTH CAROLINA, COUNTY OF Union  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that James H. Burke, Manager of **STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company** personally came before me this day and acknowledged that he is **Manager of STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company**, and that by authority duly given and as the act of **STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company**, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal, this May 11, 2012.

SEAL-STAMP

My commission expires: Sept 15, 2013 Stephanie Durbin Notary Public



The property hereinabove described was acquired by Grantor by instrument recorded in Deed Books 4190-592, 3934-607, 4190-598, 4190-604.

A map showing the above described property is recorded in Plat Book 3, File 92.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**APPLICABLE ZONING; ANY EASEMENTS AND RIGHTS OF WAY FOR SERVICE LINES, ROADS AND UTILITIES AS MAY BORDER OR CROSS THE PROPERTY, INCLUDING THE SUBDIVISION STREETS AS SHOWN ON RECORDED PLAT; ANY EASEMENTS RESERVED IN RESTRICTIVE COVENANTS, INCLUDING HOMEOWNERS ASSOCIATION PROVISIONS; APPLICABLE RESTRICTIVE COVENANTS OF RECORD AND STREET ASSESSMENTS; ROAD MAINTENANCE AGREEMENT FOR SUBDIVISION ROADS; SUBJECT TO MATTERS THAT COULD BE REVEALED BY AN ACCURATE AND CURRENT PHYSICAL SURVEY AND BOUNDARY SURVEY OF THE PROPERTY.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**STERLING REAL ESTATE INVESTMENT GROUP, LLC**  
A North Carolina Corporation

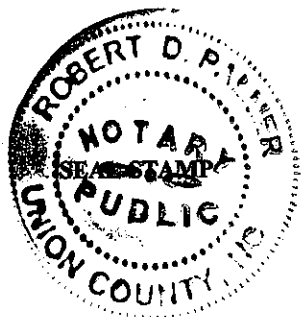
By: \_\_\_\_\_ (SEAL)  
JAMES H. BURKE, Manager

By: Ritchie McManus (SEAL)  
RITCHIE McMANUS, Manager

By: \_\_\_\_\_ (SEAL)  
JOHN DIPINTO, Manager

By: \_\_\_\_\_ (SEAL)  
MATTHEW SELF, Manager

By: \_\_\_\_\_ (SEAL)  
ALAN CLEMENT, Manager



STATE OF NORTH CAROLINA, COUNTY OF UNION  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Ritchie McManus, Manager of STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company personally came before me this day and acknowledged that he is Manager of STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of STERLING REAL ESTATE INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal, this June 12, 2012.

My commission expires: 01-22-2016 Robert D. Pappas Notary Public



**Exhibit "A"**

Legal Description for:

Lloyd E. Cobbs

English Street and Beard Street Properties

**TRACT 1: 411A&B English Street; Tax No: 09-192-171:**

**BEGINNING** at an iron in the western right of way of English Street, a corner with the Audrey Blackwood property and running thence with the line of the Audrey Blackwood property. N. 84-46-15 W. 144.98 feet to an iron located in the eastern edge of a ten (10) foot alley; thence with the eastern edge of said alley, N. 05-16-11 E. 53.97 feet to an iron, a corner with the C.M. Blount property; thence with the line of the C.M. Blount property, S. 84-46-10 E. 144.95 feet to an iron in the western edge of the right of way of English Street; thence with the western edge of the right of way of English Street, S. 05-14-06 W. 53.97 feet to the point and place of **BEGINNING**, as shown on plat and survey prepared by F. Donald Lawrence & Associates, dated September 28, 1982, and also being all of Lot No. 6 in Block 6 of the Monroe Realty Company property known as Vann Heights as shown on plat thereof recorded in the Office of the Register of Deeds for Union County in Deed Book 40, Page 1, to which reference is hereby made for a more particular description.

**TRACT 2: 414, 416, 418, 422 English Street; Tax No: 09-189-133:**

BEING ALL OF LOTS 17, 18, 19 and 20 in BLOCK 7 OF THE VANN HEIGHTS Subdivision as shown on a plat of the same recorded in the front of Deed Book 40, and in Plat Book 3, at Page 92, Union County Registry, each lot fronting on the West edge of English Street, each having a 54-foot frontage and extending to a depth of 100 feet. These lots are also known as 414, 416, 418 and 422 English Street, in Monroe, North Carolina.

**TRACT 3: 412 English Street; Tax No: 09-192-172:**

**BEGINNING** at an old iron in the western right of way line of English Street, the southwestern corner of Mrs. John W. Hearn Sr.'s property (Book 137, Page 501; Book 83, Page 55, Union County Registry), said point being the southwestern corner of Lot #18 of Vann Heights Subdivision, and runs thence with a line of said Lot #18 S. 85-29-54 E. 99.53 feet to an iron; thence S. 03-45-00 W. 41.0 feet to an iron, a corner of Lot #16, property of Nettie S. Miller (Book 326, Page 366, Union County Registry); thence with the line of the said lot, N. 85-37-54 W. 99.78 feet to an old bolt in the eastern right of way line of English Street; thence with said right of way line, N. 04-06-08 E. 41.23 feet to the point of **BEGINNING**, and being Lot #17 of said Vann Heights Subdivision as shown on map recorded in Map Book 3, Page 92, Union County Registry. Reference is also made to a plat and survey by Carroll L. Rushing, NCRLS, dated January 26, 1984. Together with improvements located thereon; said property being located at 412 English Street, Monroe, North Carolina.

**TRACT 4: 604 English Street; Tax No: 09-189-127:**

**BEGINNING** at a stake in the eastern edge of English Street, corner of Lot No. 4, sold to J.W. and Eunice Lomax, 115 feet north of the northeast corner of the intersection of English Street and Fairley Avenue and running thence with the line of said English Street S. 05-15-00 W. 35.0 feet to a corner of Lot No. 3 in the east edge of English Street; thence with the northern line of said Lot No. 2, S. 84-30-00 E. 177.0 feet to a stake in the west edge of an alley; thence with the west edge of alley N. 00-55-00 W. 35.3 feet to another corner of lot No. 4; thence with the southern line of Lot No. 4, N. 84-30-00 W. 173.0 feet to the **BEGINNING** corner, and being Lot No. 3 of the subdivision of Lots 10, 11 and 12 of Block 8 of Vann Heights.

**TRACT 5: 507 Beard Street; Tax No: 09-228-181:**

Lying and being in the City of Monroe and being known as Lot No. 9 and one half of Lot No. 8 in Block F of the Monroe Land and Improvement Company's Addition to said city and **BEGINNING** at the corner of Lot No. 10 on Beard Street and running thence with said Beard Street to the center of Lot No. 8 in said block and fronting 75.00 feet on Beard Street; thence a center line of Lot No. 8 to alley F, a distance of 142.0 feet; thence down and with said alley F to the corner of Lot No. 10 about 75.0 feet; thence with the division line between Lots 9 and 10, 142.0 feet to the **BEGINNING**.

*Exhibit "B"*

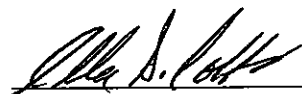
**Certification of Trust for the Lloyd Cobbs and Ella Cobbs Irrevocable Trust**

Pursuant to North Carolina General Statutes, Section 36C-10-1013, this Certification of Trust is signed by all the currently acting Trustees of the Lloyd Cobbs and Ella Cobbs Irrevocable Trust dated June 4, 2012, who declare as follows:

1. The Grantors are Lloyd Cobbs and Ella Cobbs. The trust is irrevocable by the Grantors.
2. The Trustees of the trust are Lloyd Cobbs, Ella Cobbs and Timothy R. Abraham. The signatures of both trustees are required to conduct business on behalf of the trust unless one trustee, in writing, explicitly grants signature authority to the other. The current address of Lloyd Cobbs is 2004 Planters Knoll Drive, Monroe, NC 28110. The current address of Timothy R. Abraham is 11903 Brownstone View Drive, Charlotte, NC 28269.
3. The tax identification number of the trust is 45-6989153.
4. Title to assets held in the trust shall be titled as:  

Lloyd Cobbs, Ella Cobbs and Timothy R. Abraham, Trustees, or their successors in trust under the Lloyd Cobbs and Ella Cobbs Irrevocable Trust, dated June 4, 2012.
5. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
6. Excerpts from the trust agreement that establish the trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests. Such powers are more explicitly set forth in the Trust Agreement at Article Nine thereof.
7. The trust has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

  
Lloyd Cobbs, Trustee

  
Ella Cobbs, Trustee

  
Timothy R. Abraham, Trustee

)

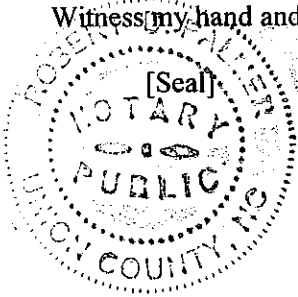
) ss.

COUNTY OF UNION

)

I, Robert D. Palmer, Notary Public, certify that Lloyd Cobbs, as Trustee, Ella Cobbs, as Trustee, and Timothy R. Abraham, as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this day, June 4, 2012.



Robert D. Palmer  
Robert D. Palmer, Notary Public

Robert D. Palmer, Notary Public

My commission expires: January 22, 2016



2. **The hardship results from conditions that are peculiar to the property, such as location, size, or topography.** [Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance]

There are four house on one parcel. Completing the Minor Subdivision would allow one dwelling on one parcel of land

3. **The hardship did not result from actions taken by the applicant or the property owner.** [The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship]

Houses built in the 1940's predates the City of Monroe ordinance. Allowing the variance would greatly simplify the current situation and allow each dwelling to have its own tax parcel

4. **The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

Request of this variance would allow the parcel to become in greatly compliance with the current City of Monroe Ordinance

Request for variances may need to be accompanied by a sketch plan or survey from a Registered Land Surveyor. Said plan shall show, in a scaled form, the location and size of:

1. The boundaries of the lot(s) in question,
2. The size, shape and location of all existing buildings, parking facilities and accessory buildings,
3. The size, shape and location of all proposed buildings, parking facilities and accessory uses,
4. The location of all setbacks and front lot widths as measured at the front setback,
5. The location and type of screening and buffering proposed; and
6. Other information deemed by the Zoning Officer necessary to consider the application complete.

  
Printed name of Applicant

  
Signature of Applicant

  
Date

LLOYD Cobbs

Printed name of Owner

1/4/2024



Signature of Owner

Date

**\*\*If you are signing on behalf of a company, please include your title within the company\*\***

***FOR STAFF USE ONLY***  
**(PLEASE DO NOT WRITE BELOW THIS LINE)**

---

Scaled plan attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Fee Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Adjoining property owner's information attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Public hearing date: \_\_\_\_\_

Notice to applicant and adjoining property owners mailed on: \_\_\_\_\_ INT. \_\_\_\_\_

Action taken by the Board of Adjustment: \_\_\_\_\_

Notification of Action Mailed to applicant on: \_\_\_\_\_

Four of the variances are for the lot size requirements.

- Lot 1 requires a 7,994 sqft lot size variance.
- Lot 2 requires an 8,316 sqft lot size variance.
- Lot 3 requires a 7,566 sqft lot size variance.
- Lot 4 requires a 6,762 sqft lot size variance.

Another four of the variances are for the minimum lot width requirements.

- Lot 1 requires a 37 foot lot width variance.
- Lot 2 requires a 36 foot width variance.
- Lot 3 requires a 29 foot lot width variance.
- Lot 4 requires a 22 foot lot width variance.

One 6 inch variance is needed for the rear porch on Lot 2 encroaching into the side yard setback.

One 10-foot variance is needed for the coup accessory structure in the rear yard of lot 1 from the side yard setback.

To whom it may concern please be advised  
that Lawrence Associates is representing  
me for the variance filing for properties on  
English Street in Monroe, NC.

Lloyd E Cobbs

A handwritten signature in black ink, appearing to read "Lloyd E Cobbs". The signature is fluid and cursive, with the first name "Lloyd" being more prominent and the last name "Cobbs" following in a similar style.

Exhibit 6



4. **Buffering.** See Section 8.3.

Table 4.2.3.2. RMD District Development Standards Table

| RMD District Development Standards Table |                    |                                                                                                           |
|------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------|
| Building Height                          |                    | Maximum 3 Stories                                                                                         |
| Density                                  |                    | Maximum 3 Units / Acre (By-Right)<br>Maximum 4 Units / Acre (Cluster)                                     |
| Setbacks <sup>1</sup>                    | Front              | 20'<br><br>May be reduced to 15' where a common parking area is provided (no driveway/garage)             |
|                                          | Side               | 10' (interior lot)<br><br>15' (corner lot)                                                                |
|                                          | Rear               | 10' (interior lot)<br><br>20' (through lot)                                                               |
| Lot                                      | Width <sup>2</sup> | 75' Minimum                                                                                               |
|                                          | Area               | 12,000 Square Feet Minimum (By-Right)<br><br>6,500 Square Feet Minimum (Cluster) (Refer To Table 4.2.2.1) |
|                                          | Coverage           | 40% Maximum<br><br>50% Maximum (Townhomes / Attached and Duplex / Triplex / Quadplex)                     |
| Open Space                               |                    | See Section 8.8: Open Space                                                                               |

## SECTION 6. OVERLAY DISTRICTS

### 6.1. WATERSHED DISTRICTS

- A. **Overlays.** The following districts are hereby established as zoning overlay districts and shall be in place and are depicted on the City's official zoning map:
1. WS-III-CA (Critical Area) Overlay District.
  2. WS-III-BW (Balance of Watershed) Overlay District.
  3. WS-IV-CA (Critical Area) Overlay District.
  4. WS-IV-PA (Protected Area) Overlay District.

### 6.2. NEIGHBORHOOD OVERLAY DISTRICTS

- A. **Generally.** The Neighborhood Overlay Districts are hereby established as “overlay” districts, meaning that these districts are overlaid upon other districts and the land so encumbered may be used in a manner permitted in the underlying district only if and to the extent such is also permitted in the applicable overlay district.
- B. **Neighborhood Overlay Districts**
1. Winchester Overlay District.
  2. Concord Avenue Overlay District.

#### 6.2.1. WINCHESTER OVERLAY DISTRICT.

- A. **Generally.** As established on the City’s official zoning map, the Winchester Overlay District shall contain special requirements for development.
- B. **Requirements.**
1. The construction or renovation as proposed and designed fulfills the intent of § 156.132 of the City of Monroe Code of Ordinances.
  2. The construction or renovation as proposed shall adhere to the strategies and objectives outlined in the Forward Monroe Plan.
  3. All principal developments shall schedule a pre-application review before applying for any site and development or construction permit with the planning department. The planning department shall meet with the applicant to ensure compatibility with the neighborhood is met.
  4. Single-Family detached only.

5. Minimum setbacks (feet):

- a. Street setback - 20
  - b. Side setback - 5
  - c. Rear setback - 10
6. Maximum lot coverage is 70 percent.
7. Maximum building height is 25 feet or no greater than 1.5 stories.
8. Accessory uses-accessory uses shall be incidental to size and impact to the principal use they serve. In no instance shall an accessory structure have a floor area exceeding 50 percent of the principal use it serves. Accessory structures (except fences, walls or facilities associated with outdoor dining shall not be located between the front of the principal use and the front line.
9. Mobile homes shall not be permitted.

6.2.2. CONCORD AVENUE OVERLAY DISTRICT (CA-O)

6.2.2.1. CA-O GENERAL PROVISIONS

- A. **Generally.** The purpose of the CA-O District is to implement the relevant goals and recommendations of the Concord Avenue Master Plan adopted by the City on November 3, 2015 (with an effective date of May 2, 2017). The intent of the Concord Avenue Master Plan and the CA-O district is to:
1. Improve safety and aesthetics in the Concord Avenue area identified in the Concord Avenue Master Plan;
  2. Promote private investment and beneficial redevelopment of the Concord Avenue area;
  3. Create a suitable environment for compact, pedestrian-oriented, mixed-use development where business, office, retail, and residential uses are located in close proximity one another;
  4. Provide greater residential housing choice, affordability, and diversity with varying housing designs and densities;
  5. Strengthen the City's economic base and provide employment and shopping opportunities close to home for City residents;

6. Artist or craftwork such as pottery, sculpting, or jewelry-making, with no sales permitted on the premises.
7. E-Commerce, computer internet usage for commerce, service, or consulting with no sales.
8. Teaching or tutoring, including musical instruments or dance, when limited to no more than five (5) pupils at a time. Any more than five (5) pupils requires a special use permit.
9. Day care limited to no more than five (5) children/adults.
10. Yoga instruction/massage therapy (limited to no more than one (1) client at a time); must provide license for massage therapy.
11. Other similar uses that keep the residential character of an area, as determined by the Director.

**E. Prohibited Uses.** The following uses shall be prohibited as home occupations:

1. On-site retail
2. Repair, service, and painting to include vehicles, lawn equipment and appliances
3. Catering or commercial bakeries
4. Tool, equipment or vehicle sales or rental
5. Veterinary clinic/hospitals, kennel or stable
6. Physicians, dentist, and chiropractors
7. Funeral parlor and undertaking
8. Food vendors, caterers, or restaurants
9. Other uses with similar impacts to the residential character of an area, as determined by the Director.

## 7.5. ACCESSORY USES AND ACCESSORY STRUCTURES

**A. General Accessory Use Standards.** Accessory uses and accessory structures shall comply with the following standards. Accessory uses and structures:

1. Shall only be allowed when a principal use/ primary building exists.
2. Shall:
  - a. Be accessory and clearly incidental and subordinate to permitted uses and structures;

- b. Be located on the same lot as the permitted uses or structures;
  - c. Not involve operations or structures inconsistent with the character of the primary use or principal structure served; and
- 3. Shall be consistent with all standards in the district for the principal use except as otherwise noted.
- 4. Are not permitted to be located or placed in any recorded easement and or required perimeter buffer as defined in Section 8.3 Landscaping, Buffering, Fences and Walls.
- 5. Shall comply with maximum building coverage requirements. Multiple structures are permitted; however, in no instance shall an accessory use and or structure exceed (in total) the heated square footage of the principle structure.
- 6. Are limited to a maximum thirty-five (35) feet in height or the height of the primary structure, whichever is lesser.
- 7. An accessory building sharing one (1) or more common walls with the principal building shall be considered part of the principal building for purposes of this ordinance and must meet all yard requirements applied to the principal building.
- 8. Accessory uses and structures (except fences, walls, or facilities associated with outdoor dining) shall not be located between the front of the principal structure and the front lot line.

**9. Setbacks:**

- a. Within a residential district, shall not be located closer than ten (10) feet to a property line,
- b. Within a non-residential district, shall meet the district setback standards.



Vicinity Map (NTS)

Flood Certification  
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 3710543500 J, dated October 16, 2008, and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

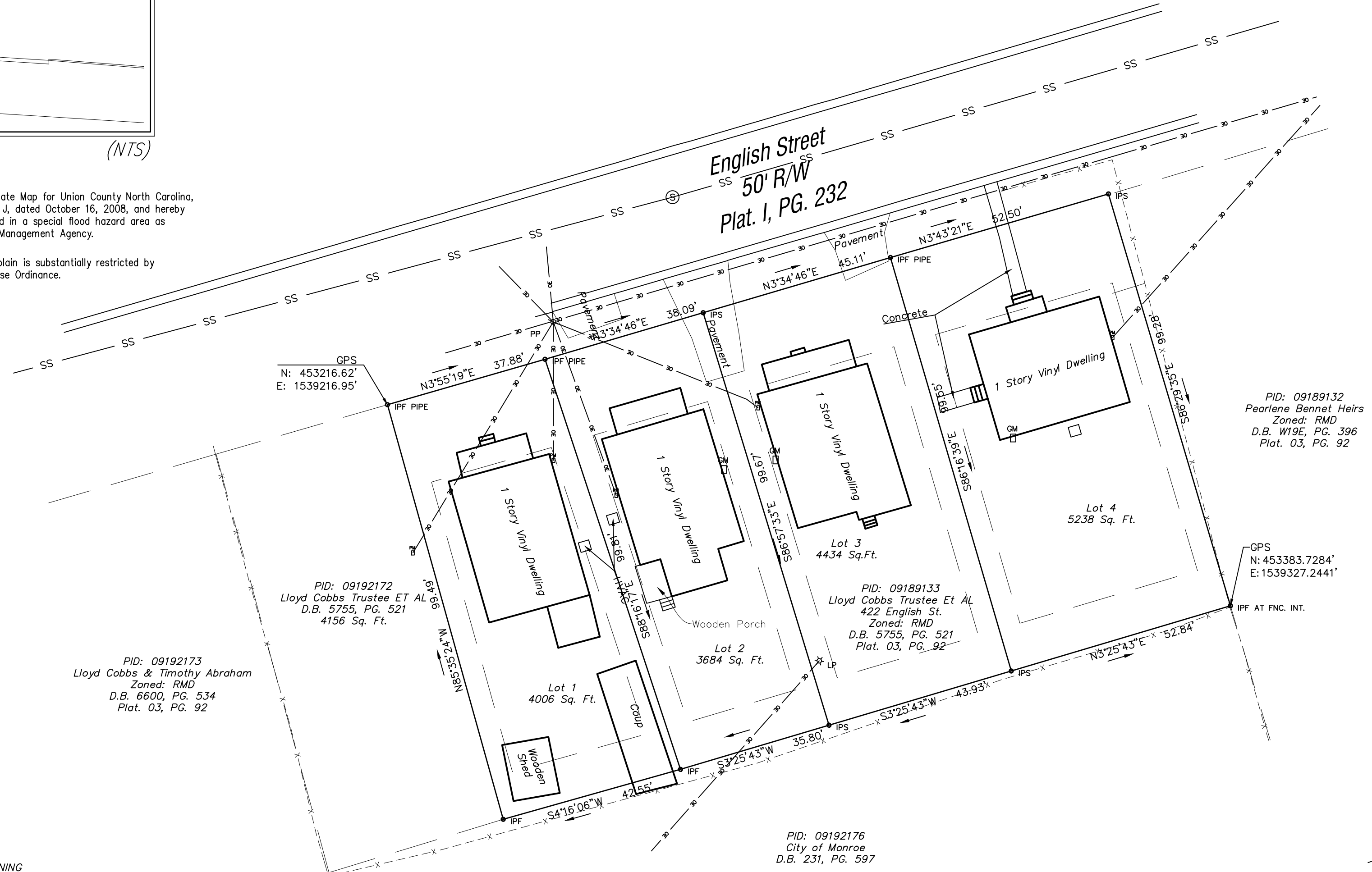
Use of land within a floodway or floodplain is substantially restricted by Article 65 of the Union County Land Use Ordinance.

Certificate of Survey and Accuracy  
State of North Carolina, Union County  
I, William M. Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book As, Page Shown); that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended. This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

Witness my original signature, registration number and seal this the  
Wednesday, August 09, 2023  
**PRELIMINARY**  
William M. Lawrence, NCPLS L-5393

Certificate of Subdivision Administrator  
Approved for recording by the City of Monroe, N.C.  
Subdivision Administrator pursuant to Chapter 154 of the City of Monroe Code of Ordinances. This plat shall be recorded within thirty days of this date.  
Date \_\_\_\_\_ Subdivision Administrator \_\_\_\_\_

| Legend                |     |
|-----------------------|-----|
| Telephone Line ..     | T   |
| Power Line.....       | oh  |
| Power pole.....       | PP  |
| Sewer Clean out       | CO  |
| Curb Inlet            | CBI |
| Guy Wire              |     |
| Light pole.....       | LP  |
| Fire hydrant.....     | FH  |
| Water meter.....      | WM  |
| Electric meter.....   | EM  |
| Water valve.....      | WV  |
| Flood Zone.....       |     |
| Public Drainage Esmt. | PDE |
| Iron Pin Found        | IPF |
| Iron Pin Set          | IPS |
| Computed Point        | CP  |
| Right of Way          |     |



**ZONING:**

ZONING RESTRICTIONS AS PER ZONING ORDINANCE: SUBJECT PROPERTY ZONED: WINCHESTER OVERLAY DISTRICT

MINIMUM SETBACK:  
MINIMUM FRONT YARD: 20'  
MINIMUM SIDE YARD: 5'  
MINIMUM REAR YARD: 10'

- NOTES
1. Areas computed using coordinate geometry.
  2. This property may be subject to right of ways, easements, restrictions and covenants either recorded or implied.
  3. All distances shown are horizontal ground distances.
  4. Rebar set at all corners unless otherwise noted.
  5. Broken lines indicate property lines not surveyed.
  6. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly".
  7. Lawrence Associates makes no guarantees to the compaction or to the nonexistence of spoils areas.
  8. Other underground utilities may exist but their locations are not known.
  9. This map was prepared without the benefit of a title search. Subject to full title search.

State of North Carolina  
County of Union  
I, \_\_\_\_\_ Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Date \_\_\_\_\_ Review Officer \_\_\_\_\_

**LAWRENCE ASSOCIATES**  
106 W. Jefferson St.  
Monroe, North Carolina 28112  
P 704-289-1013  
www.lawrencesurveying.com  
Firm License Number: C-2856

### Variance Exhibit For Lloyd Cobbs

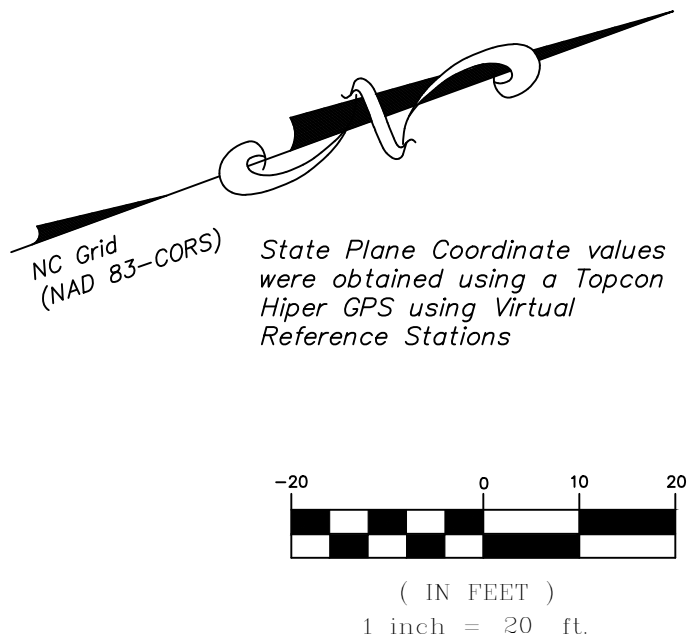
City of Monroe, Union County, NC

Orig. scale: 1" = 20'      Date: August 9, 2023      Drawn By: BHV

**REVISIONS**  
WML 01-04-24  

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Job No. 6882      Drawing file: Cobbs Minor Subdivision.dwg      Drawing no. 23/149



- Lot 1 (414 English St.) requires a 7,994 square foot variance for the lot area, a 37.12-foot variance for the lot width, and a 10-foot variance for the side yard setback of the existing coup accessory structure.  
(3 total variances for lot 1)
- Lot 2 (416 English St.) requires a 8,316 square-foot variance for the lot area, a 36.91-foot variance for the lot width and a .5-foot variance for the side yard setback for the existing porch encroaching into the setback.  
(3 total variances for lot 2)
- Lot 3 (418 English St.) requires a 7,566 square-foot variance for the lot area, and a 29.89-foot variance for the lot width.  
(2 total variances for lot 3)
- Lot 4 (422 English St.) requires a 6,762 square-foot variance for the lot area and a 22.5-foot variance for the lot width.  
(2 total variances for lot 4)



## APO Map

PLZNA-2024-00103

422 English St.

### Legend

- Centerlines
- 150-ft Buffer
- Parcels
- Notified Properties
- Subject Property

**Owner:**  
**Lloyd Cobbs and**  
**Ella Cobbs**  
**Irrevocable Trust**  
**Acres: 0.4**



0 75 150  
Feet

Exhibit 12



| ACCTNO    | OWNERNAME1                        | OWNERNAME2                 | OWNERADDRE             | OWNERCITY    | OWNERSTATE | OWNERZIP  |
|-----------|-----------------------------------|----------------------------|------------------------|--------------|------------|-----------|
| 09189135  | VPAT-SOUTH LLC                    |                            | 3142 BEAVER DAM DR     | MONROE       | NC         | 28110     |
| 09192007  | BANDA NATHAN AYLIN                |                            | 1203 WALKUP AVE        | MONROE       | NC         | 28112     |
| 09192173  | COBBS ELLA                        | COBBS LLOYD                | 2004 PLANTERS KNOLL DR | MONROE       | NC         | 28110     |
| 09192175  | CITY OF MONROE                    |                            | PO BOX 69              | MONROE       | NC         | 281110069 |
| 09192005  | FITZGERALD JERRY W                | FITZGERALD DEBRA W         | 1410 WILLOW OAKS TR    | MATTHEWS     | NC         | 281048627 |
| 09189034  | HASTY DEBRA T                     | HASTY RALPH J JR           | 1819 PRICE RD          | INDIAN TRAIL | NC         | 28079     |
| 09192176  | CITY OF MONROE                    |                            | PO BOX 69              | MONROE       | NC         | 281110069 |
| 09189131  | SUSTAR LISA POLITOWIEZ            |                            | 426 ENGLISH ST         | MONROE       | NC         | 28110     |
| 09189134  | BARRERA ARTURO                    | BARRERA LEOPOLDINA ARRIETA | 305 PICKETTS CIRCLE    | INDIAN TRAIL | NC         | 28079     |
| 09192169  | STATON REDA MAE JORDAN            |                            | 407 ENGLISH ST         | MONROE       | NC         | 281103345 |
| 09192170  | DAVIS MARKAYLA                    | POLK SHAWNA D              | 236 GLENCROFT DR       | WINGATE      | NC         | 28174     |
| 09192174  | MANGUM VIRGINIA SHAW LIVING TRUST |                            | 1008 OAKHILL DR        | MONROE       | NC         | 28112     |
| 09189132  | BENNETT PEARLENE HEIRS            |                            | 424 ENGLISH ST         | MONROE       | NC         | 28110     |
| 09192171A | DELGADO NICOLAS FERNANDEZ         | MEDINA CRISTINA MANCILLAS  | 8515 MILL GROVE RD     | INDIAN TRAIL | NC         | 28079     |
| 09189133  | COBBS LLOYD TRUSTEE ET AL         |                            | 2004 PLANTERS KNOLL DR | MONROE       | NC         | 28110     |
| 09189134A | COBBS LLOYD TRUSTEE ET AL         |                            | 2004 PLANTERS KNOLL DR | MONROE       | NC         | 28110     |
| 09192006C | GARCIA RAFAEL J                   |                            | 139 CALEY LN           | ROCKINGHAM   | NC         | 28379     |
| 09192172  | COBBS LLOYD TRUSTEE ET AL         |                            | 2004 PLANTERS KNOLL DR | MONROE       | NC         | 28110     |
| 09192005B | SIMPSON SARAH RUTH                |                            | 1037 ROCKLAND CIR SW   | CONCORD      | NC         | 28027     |
| 09192006D | CHAVEZ JUAN FRANCISCO ESTRADA     |                            | 1213 WALKUP AVE        | MONROE       | NC         | 28110     |
| 09192171  | COBBS LLOYD TRUSTEE ET AL         |                            | 2004 PLANTERS KNOLL DR | MONROE       | NC         | 28110     |
| 09228040  | MONSALVE LUIS G                   |                            | 415 BOYTE ST           | MONROE       | NC         | 28110     |
| 09192177  | CITY OF MONROE                    |                            | PO BOX 69              | MONROE       | NC         | 281110069 |
| 09228039  | HOOD LOIS                         | HOOD ODELL                 | 409 BOYTE ST           | MONROE       | NC         | 28110     |

Exhibit 13

## STAFF REPORT

Case # PLZNA-2024-00136

**TO:** Board of Adjustment Members

**DATE:** January 25, 2024

**FROM:** Doug Britt, Senior Planner

**PREPARED BY:** Patrick Blaszyk, Planner

**SUBJECT:** James Gerber is requesting a variance from the minimum lot area in order to subdivide the existing single lot into two lots at 615 English Street.

---

### **SUMMARY STATEMENT**

James Gerber of Red Lantern Homes LLC is requesting a variance from the minimum lot area to allow for a parcel with an existing single family detached home to subdivide to create a total of two separate lots for the property located at 615 English Street in the RMD, Residential Medium Density Zoning District and Winchester Overlay District.

---

### **SITE DATA**

|                                       |                                 |
|---------------------------------------|---------------------------------|
| <b>Type of Action:</b>                | Variance                        |
| <b>Date of Petition:</b>              | January 5, 2024                 |
| <b>Name of Petitioner:</b>            | James Gerber                    |
| <b>Location:</b>                      | 615 English Street              |
| <b>Tax ID #:</b>                      | 09-189-139                      |
| <b>Lot Size:</b>                      | 0.513 Acres                     |
| <b>Current Zoning Classification:</b> | RMD, Residential Medium Density |

### **PROPOSED FINDINGS**

Proposed Findings:

1. The property located at 615 English Street is owned by Red Lantern Homes LLC, is zoned RMD, Residential Medium Density and is located within the Winchester Overlay District. (Exhibits 1, 2, 3 and 4)
2. A variance application was submitted in January 2024 by James Gerber of Red Lantern Homes LLC, requesting two variances from the minimum lot area requirements for the RMD, Residential Medium Density District, to subdivide the existing single parcel into two lots. (Exhibit 5)

3. Table 4.2.3.2. RMD District Development Standards of the Unified Development Ordinance (UDO) discusses the RMD District minimum lot area requirements in relative parts:

Lot area: 12,000 Square Feet Minimum  
(Exhibit 6)

4. In order to subdivide the property, the applicant is requesting the following variances: (Exhibit 7)
  - Proposed lot 1 (half of lot with existing home) requests a 892.2 square-foot lot area variance.
  - Proposed lot 2 (currently undisturbed half of lot) requests a 892.2 square-foot lot area variance.
5. All adjacent property owners have been notified of the proposed variance. (Exhibit 8 & 9)

Conclusions:

1. It is the Board's CONCLUSION, that unnecessary hardship (would/would not) result from the strict application of the ordinance.
2. It is the Board's CONCLUSION, that the hardship (is/is not) peculiar to the applicant's property.
3. It is the Board's CONCLUSION, that the hardship (is/is not) the result of the applicant's own actions.
4. (a) It is the Board's CONCLUSION, that the variance (is/is not) consistent with the spirit, purpose, and intent of the ordinance.  
  
(b) It is the Board's CONCLUSION, that in granting of the variance, the public safety (will/will not) be secured and substantial justice (will/will not) be achieved.

**THEREFORE**, on the basis of all foregoing, IT IS ORDERED that the application Variance PLZNA 2024-00136 be (**approved/denied**)

---

Exhibits:

Exhibit 1: Ortho Map  
Exhibit 2: Zoning Map  
Exhibit 3: Winchester Overlay  
District Map  
Exhibit 4: Deed to Property  
Exhibit 5: Variance Application  
Exhibit 6: Table 4.3.3.2 of UDO  
Exhibit 7: Variance Specifications  
Exhibit 8: - APO Map  
Exhibit 9: - APO List

Prepared by: PB 1/10/2024





## Ortho Map

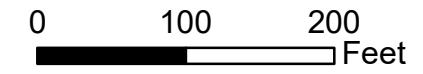
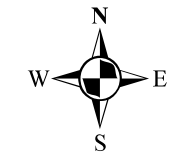
Case #: PLZNA-2024-00136

**615  
English Street**

### Legend

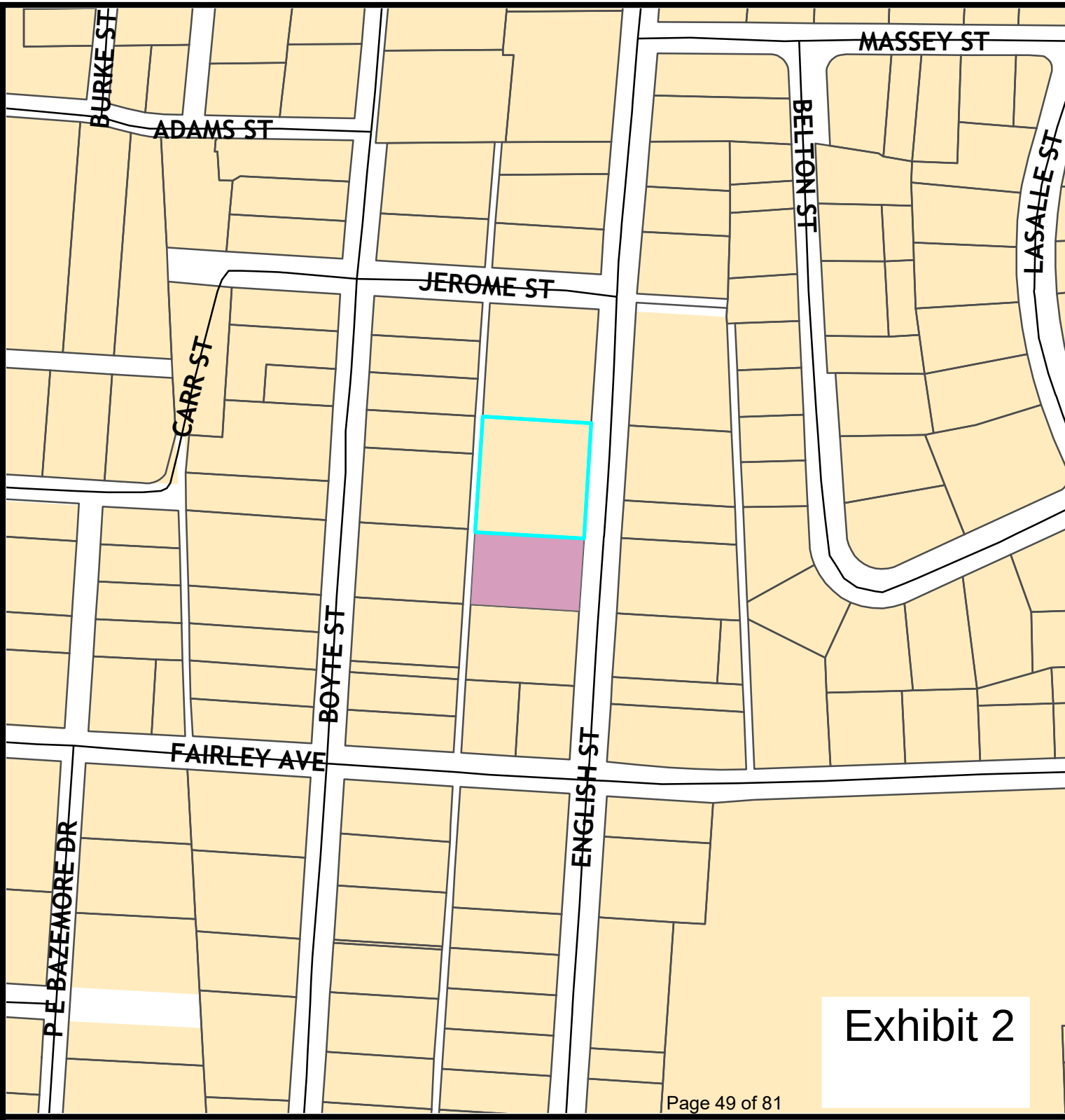
-  Subject Property
-  Centerlines
-  Parcels

**Red Lantern  
Homes LLC  
Acres: 2.78**



**Exhibit 1**





## Zoning Districts

Case #: PLZNA-2024-00136

**615  
English Street**

### Legend

#### Zoning Districts

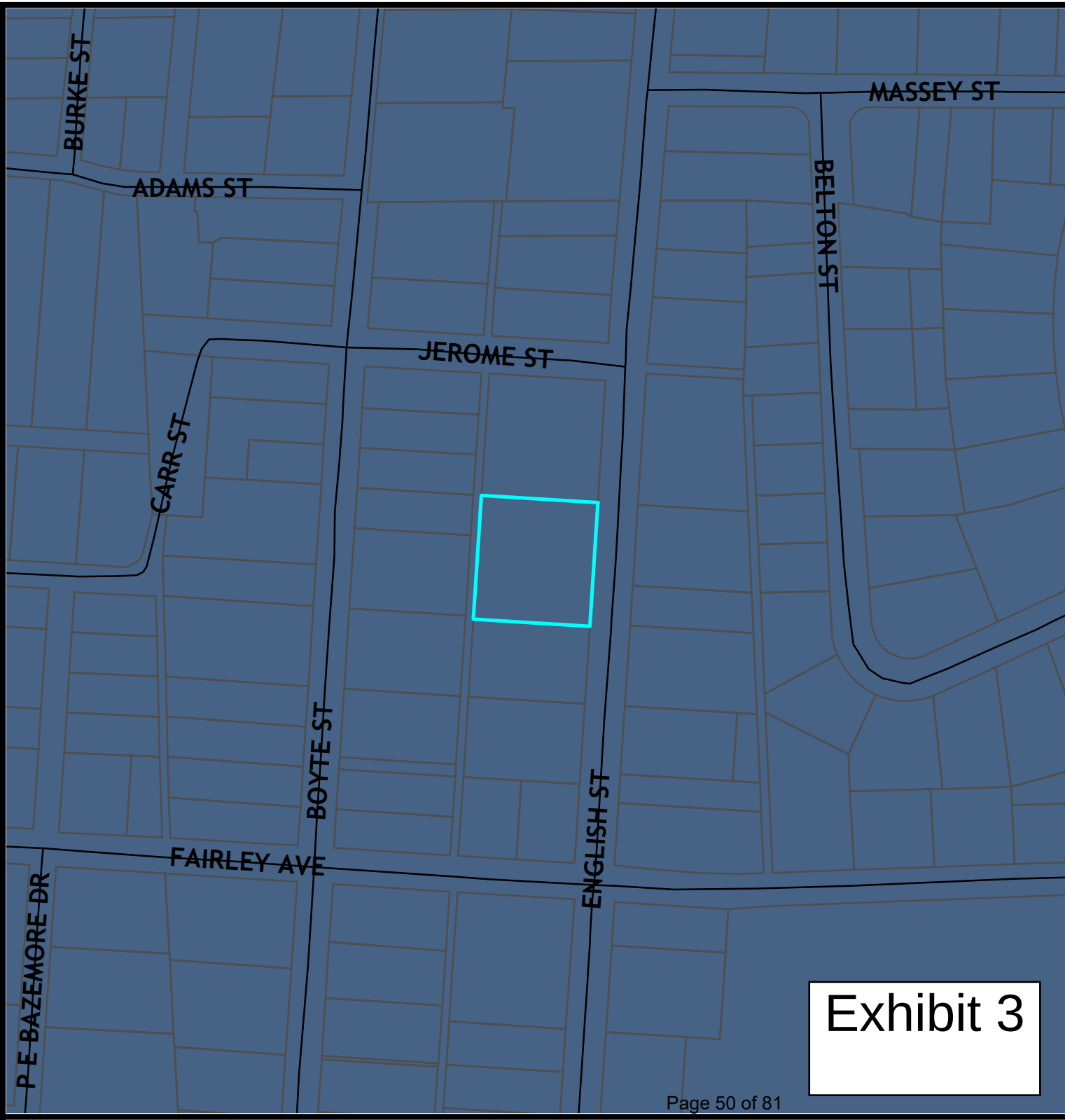
-  CD
-  RMD
-  Subject Property

**Owner: Red Lantern  
Homes LLC  
Acres: 0.513**



0 150 300 Feet

**Exhibit 2**



## Overlay District

Case #: PLZNA-2024-00136

**615  
English Street**

### Legend

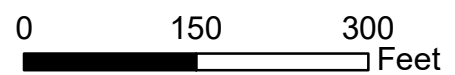
-  Subject Property
-  Centerlines
-  Parcels

### Overlay Districts

#### NAME

-  Winchester

**Owner: Red Lantern  
Homes LLC  
Acres: 0.513**



**Exhibit 3**

FILED  
UNION COUNTY, NC  
CRYSTAL CRUMP  
REGISTER OF DEEDS

---

FILED Jul 17, 2014  
AT 01:29 pm  
BOOK 06263  
START PAGE 0188  
END PAGE 0189  
INSTRUMENT # 18105  
EXCISE TAX \$44.00  
MKH

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$44 .00

Parcel Identifier No. 09189138 By \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20  
By: \_\_\_\_\_

Mail/Box to: **John T. Burns, PO Box 904, Monroe, NC 28112**

This instrument was prepared by: **John T. Burns / eb**

Brief description for the Index: **609 English St.**

THIS DEED made this 17<sup>th</sup> day of July, 2014, by and between

---

| GRANTOR | GRANTEE |
|---------|---------|
|---------|---------|

**Piccola Davis Funderburk, single.  
1026 Gaither St.  
Concord, NC 28027**

**Bobby Dreene Lynch  
502 Old Williams Rd.  
Monroe, NC 28112**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, in all that certain lot or parcel of land situated in the **Monroe Township, Union County, North Carolina** and more particularly described as follows:

Being Lots 9 and 10 in Block 5 of Monroe Realty Company's Vann Heights sub-division as shown by a plat thereof recorded in the Union County Registry, said lots facing 100 feet on English Street and having a depth of 145 feet, and being the same lots conveyed by Ed Deese by deed recorded in book 61, page230, Union County, North Carolina.

Reference is also made to Deed Book 324, Page 274, Union County Registry for a more particular description; also to the Will of Loyd Winford Helms dated March 21, 1972, and duly recorded in the office of the clerk of Superior Court of Union County, North Carolina.

This being the same property as conveyed by Winifred Ruth O. Helms (Widow of Loyd Winford Helms, Individually, and Winifred Ruth O. Helms, Administratrix CTA, of the estate of Loyd Winford Helms) to John N. Knight and wife Catherine C. Knight; and Timothy D. Knight and wife, Candice C. Knight, in a deed recorded Book 360, page 294, Union County Registry on October 5, 1982.

Reference is also made to Union County Estate file Charles L. Funderburk, 04 E 147 (widower of Fannie P. Funderburk, deceased November 25, 1989) whereby Piccola Davis Funderburk became the heir to the residual estate of Charles L. Funderburk.

**The sale of this property does not include the seller's primary residence.**

A map showing the above described property is recorded in Plat Book \_\_\_\_\_, page \_\_\_\_\_.

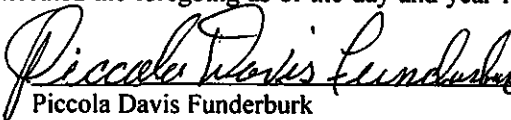
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All right of ways of roads and utilities that border or cross said property.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name)

 (SEAL)  
Piccola Davis Funderburk

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

\_\_\_\_\_  
(SEAL)

Title: \_\_\_\_\_

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

\_\_\_\_\_  
(SEAL)

Title: \_\_\_\_\_

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

\_\_\_\_\_  
(SEAL)

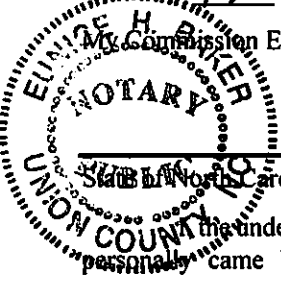
Title: \_\_\_\_\_

State of North Carolina - County of UNION

I, the undersigned Notary Public of the County and State aforesaid, certify that **Piccola Davis Funderburk** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal, this 17<sup>th</sup> day of July, 2014.

My Commission Expires: 10-23-14

  
Notary Public



State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: \_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County  
Deputy/Assistant - Register of Deeds



# City of Monroe

## Variance Application Form

Applicant's Name: James Gerber

Applicant's Address: 615 English Street Monroe NC

Property Owner's Name: James Gerber

Property Owner's Address: 615 English Street Monroe NC

Legal Relationship of Applicant to Property Owner: Owner

Contact Person Name and Phone Number: James Gerber 646-938-6003

Existing Use of Property: Residential

Property Location: 615 English Street Monroe NC

Tax Map Number: 09- 189 - 193 Lot Size: 22215.6 Zoning District: RMD

Ordinance section number to which a variance is being sought. 4.2.3

Proposed variance description: Split lot in order to create a buildable lot at 617 English Street

### For Staff Use Only

Application #: \_\_\_\_\_

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

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

The Board of Adjustment does not have unlimited discretion in deciding whether to grant a variance. Under NC State law, the Board must reach the conclusions listed below before it can issue a variance. When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the board of adjustment shall vary any of the provisions of the ordinance upon a showing of the conclusions below.

*Please provide facts and arguments on how the request for a variance meets each of the conclusions listed below. Please be as specific as possible in your statements. Should you need more room to complete the information, please attach a separate sheet.*

- There are unnecessary hardships in the way of carrying out the strict letter of the ordinance.** [It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property, and it is not sufficient that failure to grant the variance will simply make the property less valuable.]

The current lot is over 150 feet wide and can be split into two 75 foot wide lots, which follow current buildab  
lot size minimums for the zoning in this area. Other homes in this area have been built on lots smaller than  
7000 square feet, so splitting this lot would creat two 11,107.8 sqft lots, only slightly smaller than minimums

2. **The hardship results from conditions that are peculiar to the property, such as location, size, or topography.** [Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance]

---

This lot would allow for a home that would comply to all current setbacks and regulations

---

3. **The hardship did not result from actions taken by the applicant or the property owner.** [The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship]

---

No, this lot was pre existing, but with the current house location, the intent was to have two

---

---

separate homes at this location.

---

4. **The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

---

Yes, this lot would adhere to all zoning requirements, setbacks and regulations other than the minimum lot size, and would only be 892 sqft less than this requirement

---

Request for variances may need to be accompanied by a sketch plan or survey from a Registered Land Surveyor. Said plan shall show, in a scaled form, the location and size of:

1. The boundaries of the lot(s) in question,
2. The size, shape and location of all existing buildings, parking facilities and accessory buildings,
3. The size, shape and location of all proposed buildings, parking facilities and accessory uses,
4. The location of all setbacks and front lot widths as measured at the front setback,
5. The location and type of screening and buffering proposed; and
6. Other information deemed by the Zoning Officer necessary to consider the application complete.

James Gerber

---

Printed name of Applicant



---

Signature of Applicant

1/1/24

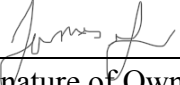
---

Date

James Gerber

---

Printed name of Owner

  
Signature of Owner

1/1/24  
Date

**\*\*If you are signing on behalf of a company, please include your title within the company\*\***

***FOR STAFF USE ONLY***  
(PLEASE DO NOT WRITE BELOW THIS LINE)

---

Scaled plan attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Fee Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Adjoining property owner's information attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Public hearing date: \_\_\_\_\_

Notice to applicant and adjoining property owners mailed on: \_\_\_\_\_ INT. \_\_\_\_\_

Action taken by the Board of Adjustment: \_\_\_\_\_

Notification of Action Mailed to applicant on: \_\_\_\_\_

4. **Buffering.** See Section 8.3.

Table 4.2.3.2. RMD District Development Standards Table

| RMD District Development Standards Table |                    |                                                                                                       |
|------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|
| Building Height                          |                    | Maximum 3 Stories                                                                                     |
| Density                                  |                    | Maximum 3 Units / Acre (By-Right)<br>Maximum 4 Units / Acre (Cluster)                                 |
| Setbacks <sup>1</sup>                    | Front              | 20'<br><br>May be reduced to 15' where a common parking area is provided (no driveway/garage)         |
|                                          | Side               | 10' (interior lot)<br>15' (corner lot)                                                                |
|                                          | Rear               | 10' (interior lot)<br>20' (through lot)                                                               |
| Lot                                      | Width <sup>2</sup> | 75' Minimum                                                                                           |
|                                          | Area               | 12,000 Square Feet Minimum (By-Right)<br>6,500 Square Feet Minimum (Cluster) (Refer To Table 4.2.2.1) |
|                                          | Coverage           | 40% Maximum<br>50% Maximum (Townhomes / Attached and Duplex / Triplex / Quadplex)                     |
| Open Space                               |                    | See Section 8.8: Open Space                                                                           |

In order to subdivide the property, the applicant is requesting the following variances:

- Proposed lot 1 (half of lot with existing home) requests a 892.2 square-foot lot area variance.
- Proposed lot 2 (currently undisturbed half of lot) requests a 892.2 square-foot lot area variance.

Exhibit 7



## APO Map

PLZNA-2024-00136

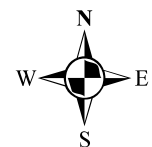
615 English St.

### Legend

-  150 Foot Buffer
-  Centerlines
-  Parcels
-  Notified Properties
-  Subject Property

**Owner:**  
**Red Lantern**  
**Homes LLC**

**Acres: 0.513**



0 75 150  
Feet

Exhibit 8

| ACCTNO    | OWNERNAME1                   | OWNERNAME2                | OWNERADDRE               | OWNERCITY | OWNERSTATE | OWNERZIP  |
|-----------|------------------------------|---------------------------|--------------------------|-----------|------------|-----------|
| 09189123  | LEAKS JEFFREY W              | LEAKS SHIRLENE M          | 2440 HUNTERS WAY         | MONROE    | NC         | 28110     |
| 09189125  | ASBURY THOMAS E II           |                           | 7249 LEAVES LN           | CHARLOTTE | NC         | 28213     |
| 09189139  | TORRES TERRY T               |                           | 615 ENGLISH ST           | MONROE    | NC         | 28110     |
| 09228016  | HOOD BRENDA                  | HOOD JAMES                | 704 BOYTE ST             | MONROE    | NC         | 28110     |
| 09228013  | FUNDERBURK JANIE M HEIRS     |                           | C/O J FUNDERBURK         | CHARLOTTE | NC         | 28216     |
| 09228015  | BARROW FREDERICA H TRUSTEE   |                           | 7304 FLOATING LEAF CT    | LAUREL    | MD         | 20707     |
| 09228018  | CUAXINQUE-ACATITLAN ELOCADIO | ACATITLAN VALERIA MORALES | 506 BOYTE ST             | MONROE    | NC         | 28110     |
| 09228017  | STURDIVANT DONNELL JR        |                           | 6031 SECREST SHORTCUT RD | MONROE    | NC         | 28110     |
| 09189122  | CURETON ROY                  |                           | 1410 STAFFORD ST EXT     | MONROE    | NC         | 281102829 |
| 09189138  | LYNCH BOBBY DRENE            |                           | 502 OLD WILLIAMS RD      | WINGATE   | NC         | 28174     |
| 09189139A | THOMPSON NICOLE              |                           | PO BOX 1688              | MONROE    | NC         | 28111     |
| 09228014  | ALFARO GUSTAVO               | AGUILAR MARIA             | 608 BOYTE ST             | MONROE    | NC         | 28110     |
| 09189124  | COBBS ELLA                   | COBBS LLOYD               | 2004 PLANTERS KNOLL DR   | MONROE    | NC         | 28110     |
| 09189126  | JONES CALDWELL               |                           | 606 ENGLISH ST           | MONROE    | NC         | 28110     |
| 09228012  | FUNDERBURK JANIE M HEIRS     |                           | C/O J FUNDERBURK         | CHARLOTTE | NC         | 28216     |
| 09189140  | GLENN DAVID C                |                           | 625 ENGLISH ST           | MONROE    | NC         | 28110     |

Exhibit 9

## STAFF REPORT

Case # PLSUP-2024-00135

**TO:** Board of Adjustment Members

**DATE:** January 25, 2024

**FROM:** Doug Britt, Senior Planner

**PREPARED BY:** Patrick Blaszyk, Planner

**SUBJECT:** Marc Rodriguez is requesting a Special Use Permit in order to install barbed wire to the top of a chain link fence in the rear and left side of 2411 Nelda Drive.

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### SUMMARY STATEMENT

Marc Rodriguez of ARC3 Gases is requesting a Special Use Permit in order to install barbed wire to the top of a chain link fence in the side and rear of the property located at 2411 Nelda Drive, in the General Industrial (GI) Zoning District.

---

---

### SITE DATA

**Type of Action:** Special Use Permit

**Date of Petition:** January 2, 2024

**Name of Petitioner:** Marc Rodriguez

**Location:** 2411 Nelda Drive

**Tax ID #:** 09-261-005F

**Lot Size:** 2.78 Acres

**Zoning Classification:** GI (General Industrial)

---

---

### PROPOSED FINDINGS

Proposed Findings:

1. The property located at 2411 Nelda Drive is owned by Charles H. Griffin and is zoned GI (General Industrial). (Exhibit 1 & 2).
2. A Special Use Permit application was submitted in January 2024 by Marc Rodriguez of ARC3 Gases requesting to install a 1-foot tall section of barbed wire to the top of a



perimeter chain link fence with the barbed wire being located on the rear and left side of the perimeter fence where vehicles, materials and gases are stored. (Exhibit 3 & 4)

3. Section 8.3.10 C. of the City of Monroe Unified Development Ordinance (UDO) states in relative parts:

“Barbed wire fencing is only permitted in conjunction with agricultural activities in the, RLD, and RMD districts. Barbed wire may be approved by special use permit in other districts in accordance with the required standards of review in Section 3.4.9: Special Use Permits and if deemed necessary to protect health and safety in association with utility structures, landfills, airports or similar civil uses.” (Exhibit 5)

4. Site plans displaying the location of the fence were submitted by the applicant. (Exhibits 6 & 7)
5. The applicant submitted parcel information about 2411 Nelda Drive from the Union County, NC GoMaps 4.0 website. (Exhibit 8)
6. All adjoining property owners have been notified of the Special Use Permit application. (Exhibit 9 & 10).

### **CONCLUSIONS**

Staff is bringing this request before you tonight for your consideration.

#### Exhibits:

Exhibit 1: Ortho Map  
Exhibit 2: Zoning Map  
Exhibit 3: Special Use Permit Application  
Exhibit 4: Deed to Property  
Exhibit 5: Section 8.3.10 C. of UDO  
Exhibit 6: Ortho Imagery Site Plan of Fence  
Exhibit 7: Site Plan of Fence  
Exhibit 8: Union County GoMaps Information  
Exhibit 9: - APO Map  
Exhibit 10: - APO List

Prepared by: PB 1/10/2024

---

*SPECIAL USE PERMIT WORKSHEET*  
**TO ESTABLISH A METAL RECYCLING CENTER WITHIN THE GI,  
GENERAL INDUSTRIAL DISTRICT AT 3001 EAST HIGHWAY 74  
(PARCEL # 09-087-004A, 09-087-011)**

---

**Before the Board of Adjustment makes a decision concerning the proposed Special Use Permit, they shall consider the following:**

**I. Completeness of Application:**

Staff finds the application to be complete and the jurisdiction proper.

**II. Special Use General Standards:**

- A. *The use will not materially endanger the public health or safety if located, designed, and proposed to be operated according to plan.*

**Petitioner's Response:** The fence as designed will do just the opposite and actually enhance the public health and safety by securing our compressed gasses away from the unauthorized personnel.

☐ Motion standard is met; or

☐ Motion standard is NOT met based on the following findings of fact:

---

---

- B. *The use or development complies with all regulations and standards of the City of Monroe Zoning Ordinance, as well as any other state or local rule or regulation governing the development of land.*

**Petitioner's Response:** Securing compressed gasses with a chain link fence with 1' of barbed wire at the top of the fence is what Arc3 gases installs at all of the stores across the Carolinas. We feel it is minimally necessary to protect and care for the community in which we serve. Our direct competitors in Monroe have the exact same style of fencing to maintain safety.

☐ Motion standard is met; or

☐ Motion standard is NOT met based on the following findings of fact:

- 
- 
- C. *The use or development will not adversely impact surrounding property and will not substantially injure the value of adjoining property.*

**Petitioner's Response:** We were careful to use only the area necessary for our business purposes and were well within boundaries and minimum setbacks. This allows the owner maximum access to all of his property. Additionally, our next-door neighbor is the contractor who installed our fence and has been a Monroe business member for many years. (Ornamental Fence Solutions).

☐ Motion standard is met; or

☐ Motion standard is NOT met based on the following findings of fact:

---

- D. *The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Monroe Land Development Plan.*

**Petitioner's Response:** Our fencing is consistent with industrial use and as stated earlier, is necessary for securing compressed gases in an open air environment, away from the unauthorized or uninvited guests. Our direct neighbor helped us with the design of our fence and installed it.

☐ Motion standard is met; or

☐ Motion standard is NOT met based on the following findings of fact:

---

### **III.** *Permit Action*

- A. **Motion** to GRANT the special use permit. (*Board of Adjustment may add conditions as deemed necessary*).

OR;

- B. **Motion** to DENY the special use permit based on the finding that general standard(s)  
\_\_\_\_\_ above is/are not met.



## Ortho Map

Case #: PLSUP-2024-00135

**2411  
Nelda Drive**

### Legend

-  Subject Property
-  Centerlines
-  Parcels

**Charles H.  
Griffin  
Acres: 2.78**



0 150 300  
Feet

**Exhibit 1**



## Zoning Districts

Case #: PLSUP-2024-00135

**2411  
Nelda Drive**

### Legend

 Subject Property

### Zoning Districts

 GI

 CD

 GB

 RHD

 RMD

**Charles H.  
Griffin  
Acres: 2.78**



0 150 300  
Feet

**Exhibit 2**



## SPECIAL USE PERMIT APPLICATION

**Applicant's Name:** ARC3 Gases, Marc Rodriguez

**Applicant's Mailing Address:** 2411 Nelda Drive, Monroe NC

**Applicant's Phone Number:** 704-201-1401

**Applicant's Email Address:** marc.rodriguez@arc3gases.com

**Property Owner:** Charles H Griffin

**Property Location:** 2411 Nelda Drive, Monroe, NC

**Tax ID Number:** 09261005F - **Deed Reference Number:** BOOK 8539 PAGE 0295

**Existing Zoning:** GI

**Proposed Special Use:**

ARC 3 proposes to add barbed wire to the top of the new chain link fence that is along the rear perimeter of an area where vehicles, materials and cylinders containing gases are stored. The barbed wire will act as an additional line of security in conjunction with cameras and alarms. ARC3's store standard to provide adequate security of their product is to use barbed wire and is present at all 58 ARC3 stores.

**Proposed Conditions:**

ARC3 is leasing the building at 2411 Nelda Drive. For security and safety purposes a 6' chain link fence with 1' barbed wire is proposed along the rear and left side perimeter of the site where vehicles and materials and gases are stored.

The adjacent zonings are CC-MX2 (sporting goods store), CC-MX2 (upholstery shop) and GI (fence supply store)

Every petition for a reclassification of property shall be accompanied by a site plan drawn to scale and sealed by a registered engineer, surveyor, architect, or landscape architect licensed to practice in the State of North Carolina. Site plans for subdivision applications shall be in the form of a preliminary plat with all information that is required per Chapter 156 of the Monroe Code of Ordinances – Zoning Code, and specifically listed in the Appendix *Standards*. In addition, all applications for a Special Use Permit shall be accompanied by a written consulting report from a North Carolina State Certified Real Estate Appraisal that conforms to Standard 5 of the Uniform Standards of Professional Appraisal Practice (single family homes on single family lots are exempt from this requirement). The site plan shall include the following information; however, the Zoning Administrator may require additional information whenever necessary and may waive one or more of the requirements if such is found to be irrelevant to the proposed project.

**General Information Required**

5-12-21

SUP Application.doc REVISED 2-99, 7-99, 2/00, 12/03, 7/04, 9/13, 1/14, 12/15, 5/21

For Staff Use Only

Project Number: \_\_\_\_\_

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

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Exhibit 3

- A location map that shows the project in relation to surrounding parcels, zones, streets, right of ways, and utility services and easements, total acreage, north arrow, legend, and a vicinity map.
- Name of the applicant(s) and the name of the proposed development including a copy of the current deed.
- Scale, at one (1) inch equals 100 feet, unless otherwise approved by the Zoning Administrator.

#### **Information on Natural, Historic, and Recreational Features Required**

- Contour lines at no greater than five (5) foot intervals.
- Location and dimensions of all recreational areas, equipment, features, historic sites and open space.
- Natural screening (woods, thickets, etc.), streams, ponds, rivers and similar natural or man-made features.

#### **Zoning and Lot Information Required**

- Existing and proposed zoning district lines, flood plain delineation, property lines, existing and proposed parking, trash collection systems and screening (include a copy of the planting schedule) and building footprints for any structure or walls to be placed on the property. Residential uses shall include the number of units per building and the total project.
- Proposed lot dimensions and setbacks, with diagrams of proposed signs showing location on the lot, size, height, and attachment (if indicated).
- Watershed data to demonstrate compliance with sections 156.101 of the Monroe Code of Ordinances.
- Boundary of any phase lines, for phased development plans. (Include a statement for future building time line)
- Detailed landscape plan in compliance with section Chapter 156, Article XVII of the Monroe Code of Ordinances issued by a certified landscape architect, or other certified professional preparer

#### **Transportation and Utilities Information Required**

- Existing and proposed streets, sidewalks, easements, parking and loading areas, drainage facilities, storm water control devices, and public utilities.
- A driveway permit from NCDOT for developments on state maintained roads, and a city driveway permit for development on city maintained streets.
- A letter from the Director of Water Resources stating that adequate water and sewer is available, or can be made available, to the site in adequate capacities.

Special use permit approval requires several standard findings of fact (see below). It shall be the responsibility of the applicant to address all findings related to the development proposal. The burden of submitting competent evidence that the findings have been met is the applicant's responsibility. Every application shall include an appraisal report from a certified appraiser that the proposed use will not substantially injure the value of the adjoining property, as specified in the findings below. Additional information supporting the special use permit application shall be the responsibility of the petitioner and not the responsibility of the city.

At the Board of Adjustment hearing, petitioners should be prepared to testify to the following standard findings of fact for all special uses:

1. Will not endanger the public health or safety,
2. Will not injure the value of adjoining or abutting property,
3. Will be in harmony with the area in which it is located, and
4. Will be in conformity with the land-use plan, thoroughfare plan, or other plan officially adopted by the Council.

Note: Due to the amount of detailed information needing to be submitted to the city, it is *requested* that early contact with the city planning department be accomplished to avoid unnecessary delays. All applications for a special use permit shall be reviewed by the Zoning Administrator prior to Board of Adjustment review. The applicant shall submit a completed application no later than 30 days prior to the Board of Adjustment meeting at which the petition is to be heard. If the application is found to be incomplete or the development is found to be in conflict with the requirements of this application, the developer shall be notified and the petition rejected.

Upon acceptance of the site plan by planning staff, the petitioner shall provide a digital copy of the site plan. Depending on site details, the applicant may be required to provide ten (10) copies of the site plan for review by the Board of Adjustment.

It is understood and acknowledged that if the Special Use Permit is authorized, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in Chapter 156.42 of the Zoning Ordinance of the City of Monroe Code of Ordinances.

**I. Special Use General Standards:**

- A. The use will not materially endanger the public health or safety if located, designed, and proposed to be operated according to plan.

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- B. The use or development complies with all regulations and standards of the City of Monroe Zoning Ordinance, as well as any other state or local rule or regulation governing the development of land.

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- C. The use or development will not adversely impact surrounding property and will not substantially injure the value of adjoining property.

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- D. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Monroe Land Development Plan.

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To the best of my knowledge, all of the information herein submitted is accurate and complete.

Applicant (printed): Marc Rodriguez

Applicant's Signature: Marc Rodriguez

Date: 1-2-24

Property Owner: H. Charles Griffin

By: H. Charles Griffin Title: OWNER

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*If you are signing on behalf of a business (such as an LLC), you must include your title with the company\*\***



I. Special Use General Standards:

- A. The use will not materially endanger the public health or safety if located, designed, and proposed to be operated according to plan.

The fence as designed will do just the opposite and actually enhance public health and safety by securing our compressed gases away from unauthorized personnel.

- B. The use or development complies with all regulations and standards of the City of Monroe Zoning ordinance, as well as any other state or local rule or regulations governing the development of land.

Securing compressed gases with a chain link fence with 1' of barbed wire at the top of the fence is what Arc3 gases installs at all of the stores across the Carolinas. We feel it is minimally necessary to protect and care for the community in which we serve. Our direct competitors in Monroe have the exact same style of fencing to maintain safety.

- C. The use or development will not adversely impact surrounding property and will not substantially injure the value of surrounding property.

We were careful to use only the area necessary for our business purposes and were well within boundaries and minimum setbacks. This allows the owner maximum access to all of his property. Additionally, our next-door neighbor is the contractor who installed our fence and has been a Monroe business member for many years. (Ornamental Fence Solutions)

- D. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is located and will be in general conformity with the Monroe Land Development Plan.

Our fencing is consistent with Industrial use and as stated earlier, is necessary for securing compressed gases in an open air environment, away from unauthorized or uninvited guests. Our direct neighbor helped with the design of our fence and installed it.

FILED Aug 01, 2022  
AT 04:28:00 PM  
BOOK 08539  
START PAGE 0295  
END PAGE 0296  
INSTRUMENT # 27294  
EXCISE TAX \$0.00

Excise Tax: NONE -Transfer of Partnership Interest

Tax Lot No: \_\_\_\_\_ Parcel Identifier No. 09-261-005F  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_

Mail after recording to Helms Bennett, PA  
This instrument was prepared by R. Kenneth Helms, Jr. (est)

Brief Description for the index 

2411 Nelda Drive

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made July 29, 2022 by and between

| GRANTOR                                                                                                                               | GRANTEE                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EAST METRO PARTNERS</b><br><b>(a North Carolina general partnership)</b>                                                           | <b>H. CHARLES GRIFFIN</b><br><br><b>Property Address</b><br>2411 Nelda Dr.<br>Monroe, NC 28110<br><br><b>Mailing Address</b><br>6022 Unionville-Brief Rd.<br>Monroe, NC 28110 |
| Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership. |                                                                                                                                                                               |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Monroe Township, Union County, North Carolina and more particularly described as follows:

Being all of Lot 4 of the Final Subdivision Plat of a Portion of the Property of Nelda Jean W. Davis, according to plat of survey made by Walter Gordon and Associates, January 11, 2001, revised September 4, 2001, and recorded in Plat Cabinet G, File 623, Union County Registry, reference to which is hereby made for a more detailed description.

All or a portion of the property herein conveyed \_\_\_ includes or XX does not include the primary residence of a Grantor, pursuant to N.C.G.S. § 105-317.2.

Submitted electronically by HELMS ROBISON LEE & BENNETT PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Union County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1654, Page 803, Union County Registry.

A map showing the above described property is recorded in Plat Cabinet G, File 623.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

APPLICABLE ZONING; ANY EASEMENTS AND RIGHTS OF WAY FOR SERVICE LINES, ROADS AND UTILITIES AS MAY BORDER OR CROSS THE PROPERTY INCLUDING, IF APPLICABLE, THE SUBDIVISION STREETS AS SHOWN ON RECORDED PLAT; ANY EASEMENTS RESERVED IN THE RESTRICTIVE COVENANTS, INCLUDING HOMEOWNERS ASSOCIATION PROVISIONS; APPLICABLE RESTRICTIVE COVENANTS OF RECORD AND STREET ASSESSMENTS; 2022 REAL PROPERTY TAXES; SUBJECT TO MATTERS THAT COULD BE REVEALED BY A CURRENT ACCURATE PHYSICAL AND BOUNDARY SURVEY AND ACTUAL INSPECTION OF THE PROPERTY.

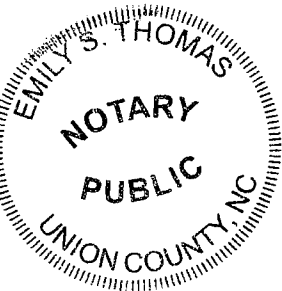
IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed in the appropriate company name by its duly authorized partner(s) and has adopted as its seal the word "SEAL" appearing at or beside its name and their signature(s), the day and year first above written.

EAST METRO PARTNERS  
(a North Carolina general partnership)

By: [Signature] (SEAL)  
H. Charles Griffin, General Partner

STATE OF NORTH CAROLINA  
COUNTY OF UNION

SEAL-  
STAMP



I, the undersigned, a notary public of the aforesaid county, do hereby certify that **H. CHARLES GRIFFIN, General Partner of EAST METRO PARTNERS, a North Carolina general partnership**, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated and acknowledged the execution and sealing of the foregoing instrument as general partner on behalf of East Metro Partners and as the act of the company referred to in this acknowledgement.

Witness my hand and official seal this the 29<sup>th</sup> day of July, 2022.

Emily S. Thomas Notary Public  
EMILY S. THOMAS  
(Typed or printed name of Notary)

My Commission Expires: 1/26/2024

2. All fence support structure must be located on the inside of the fence covering material.
  3. Fences and walls must be maintained; any missing or deteriorated portions of fencing material or wall shall be replaced.
  4. The maximum height of a fence or wall shall be eight (8) feet in non-residential zoning districts. Exceptions may be granted for unique uses such as sports venues, or where required for safety of pedestrians or motorists.
  5. The maximum height of a fence within required rear and side yards shall be six (6) feet in residential zoning districts and maximum height of a fence within a front yard shall be five (5) feet.
  6. Bright colors including orange, yellow and red are not permitted for permanent fences.
  7. No fence, wall or berm may encroach into a public right-of-way or inhibit motorist visibility or site triangle. Fences and walls shall not block any required ingress or egress point.
  8. Fences, walls and berms may encroach into required yards.
  9. Fences, walls and berms are exempt from setback requirements. However, a berm may not be constructed in a manner that any portion of berms slopes extend over the property line.
  10. All fences and walls shall be installed with the finished side facing towards the exterior or adjoining properties and rights-of-way.
- B. **Electric Fences.** Electric fences are only permitted in conjunction with agricultural activities in the, RLD, and RMD districts, by right in the GI and HI districts, and by special use permit in the GB district. Electric fences must abide by the following standards:
1. Electric fences must be driven only by a commercial storage battery not to exceed twelve (12) volts DC.
  2. All electric fences shall be surrounded by a non-electrical fence of at least six (6) feet in height.
  3. Warning signs shall be required on all electric fences and meet all safety and emergency services requirements.
- C. **Barbed Wire Fences.** Barbed wire fencing is only permitted in conjunction with agricultural activities in the, RLD, and RMD districts. Barbed wire may be approved by special use permit in other districts in accordance with the required standards of review

in Section 3.4.9: Special Use Permits and if deemed necessary to protect health and safety in association with utility structures, landfills, airports or similar civil uses.

D. **Berms.** Berms conform to the following standards:

1. **Berms In Required Yards.** Berms may be located in required yards.
2. **Grading of Berms.** Berms shall not exceed a grade of one (1) foot of rise in three (3) feet of length.
3. **Landscaping.** Berms, which may also feature walls as permitted in Section 8.3.4, shall be landscaped and meet all landscape requirements.
4. **Height.** Berms shall not exceed a total of eight (8) feet above the toe of the berm.
5. **Flat Top.** Berms shall have a minimum two (2) foot flat top width at the top of the berm height.
6. **Drainage.** Berms shall not drain onto neighboring yards and cause undue pooling of water. Runoff shall be directed into appropriate drainage easements or facilities.

Figure 8.3.8. Berms and Walls







Exhibit 6

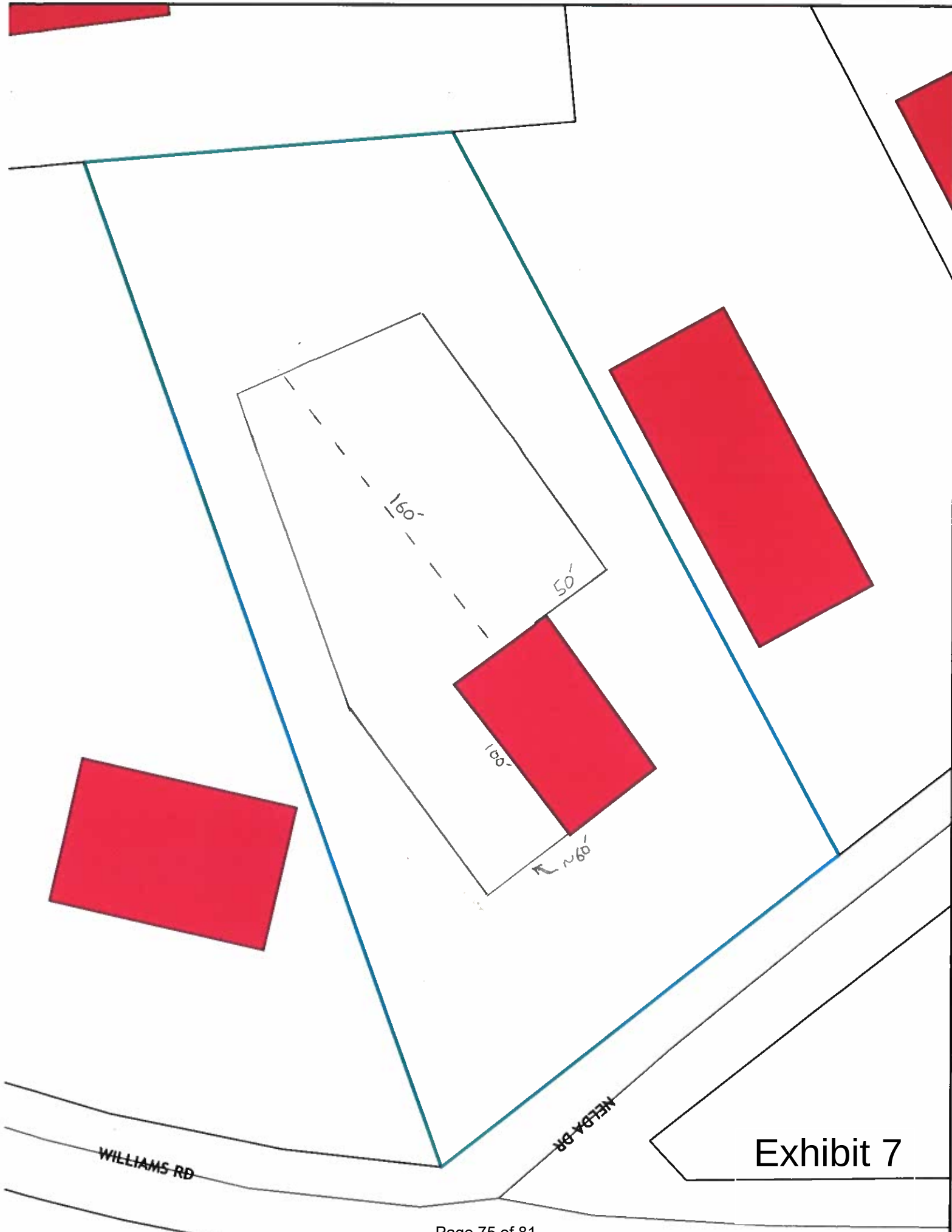


Exhibit 7

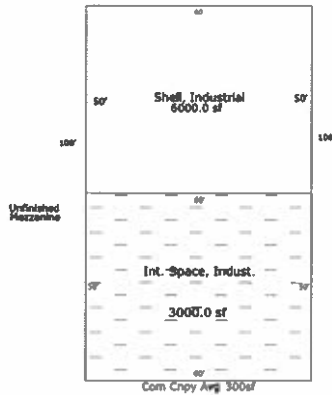


Union County - Property Information

|                  |                        |                     |            |
|------------------|------------------------|---------------------|------------|
| Parcel Number    | 09261005F              | FMV                 | 613,000    |
| Tax Year         | 2023                   | Exemption/Exclusion | 0          |
| Class            | 12 - COMMERCIAL        | Deferred            | 0          |
| Physical Address | 2411 NELDA DR NC MONRO | ASV                 | 613,000    |
| Deeded Acres     | 2.7800                 | Tax Rate            | 0.5880     |
|                  |                        | Total Tax           | \$3,604.44 |

Photos & Sketches

Imported File



Legal

| Legal Description                | Subdivision Name | Block | Lot | Deed Book | Deed Page |
|----------------------------------|------------------|-------|-----|-----------|-----------|
| #4 NELDA JEAN W DAVIS PH2 OPG523 |                  |       |     |           |           |

Billing

|                  | Total      |
|------------------|------------|
| Tax Billed       | \$3,604.44 |
| Fire Fees Billed | \$0.00     |
| Interest Billed  | \$0.00     |
| Fees Billed      | \$0.00     |
| Total Billed     | \$3,604.44 |
| Amount Paid      | \$3,604.44 |
| Total Unpaid     | \$0.00     |
| Date Paid        | 8/30/2023  |
| Paid By          | LOCKBOX    |

Tax Due Amounts

| If paid in... | Amount due is... |
|---------------|------------------|
| November 2023 | \$0.00           |
| December 2023 | \$0.00           |

Pay Taxes

Tax Due amounts are for all unpaid years.

See Payment History section for year-by-year details.

No Exclusions

Exhibit 8

### Payment History

| Tax Year | Total Due  | Total Paid | Amount Unpaid | Date Paid  |
|----------|------------|------------|---------------|------------|
| 2023     | \$3,604.44 | \$3,604.44 | \$0.00        | 8/30/2023  |
| 2022     | \$3,604.44 | \$3,604.44 | \$0.00        | 8/1/2022   |
| 2021     | \$3,875.20 | \$3,875.20 | \$0.00        | 6/8/2022   |
| 2020     | \$3,649.38 | \$3,649.38 | \$0.00        | 12/17/2020 |
| 2019     | \$3,649.39 | \$3,649.39 | \$0.00        | 11/27/2019 |

Show 5 More (11)

### Owner Information

**OWNER** GRIFFIN, H CHARLES  
**Mailing Address** 6022 UNIONVILLE-BRIEF RD  
 MONROE, NC 28110

### Assessments

| Year | Assessed Land | Assessed Building | Assessed Total |
|------|---------------|-------------------|----------------|
| 2023 | 298,500       | 314,500           | 613,000        |
| 2022 | 298,500       | 314,500           | 613,000        |
| 2021 | 298,500       | 314,500           | 613,000        |
| 2020 | 209,000       | 290,300           | 499,300        |
| 2019 | 209,000       | 290,300           | 499,300        |

Show 5 More (11)

### CAMA - Structure (1 of 1) - Real Estate

| Property Class   | Description       | Total Finished Area | Year Built |
|------------------|-------------------|---------------------|------------|
| COM - Commercial | Shell, Industrial | 0                   | 2002       |

#### Canopies

Commercial Canopy - Average 300 Square Ft.  
 Year Built: 2002

#### Commercial Area

Mezzanine - Unfinished 1,500 Square Ft.  
 Year Built: 2002

#### Heating, Cooling & Ventilation

Default Heating 3,000 Sq.Ft.  
 Space Heater 3,000 Sq.Ft.

#### Combined Depreciation

Combined Depreciation 36 Percent  
 Combined Depreciation 36 Percent

#### Paving

Paving, Asphalt 6,000 Square Ft.  
 Year Built: 2002

#### Exterior Walls

Default Walls 4,800 Sq.Ft.  
 Concrete Block 1,200 Sq.Ft.

#### Base Cost

Base Cost 3,000 Sq.Ft.  
 Base Cost 6,000 Sq.Ft.

Market Value Information

| Year | Market Land | Market Building | Market Total |
|------|-------------|-----------------|--------------|
| 2023 | 298,500     | 314,500         | 613,000      |
| 2022 | 298,500     | 314,500         | 613,000      |
| 2021 | 298,500     | 314,500         | 613,000      |
| 2020 | 209,000     | 290,300         | 499,300      |
| 2019 | 209,000     | 0               | 209,000      |

Contact Information

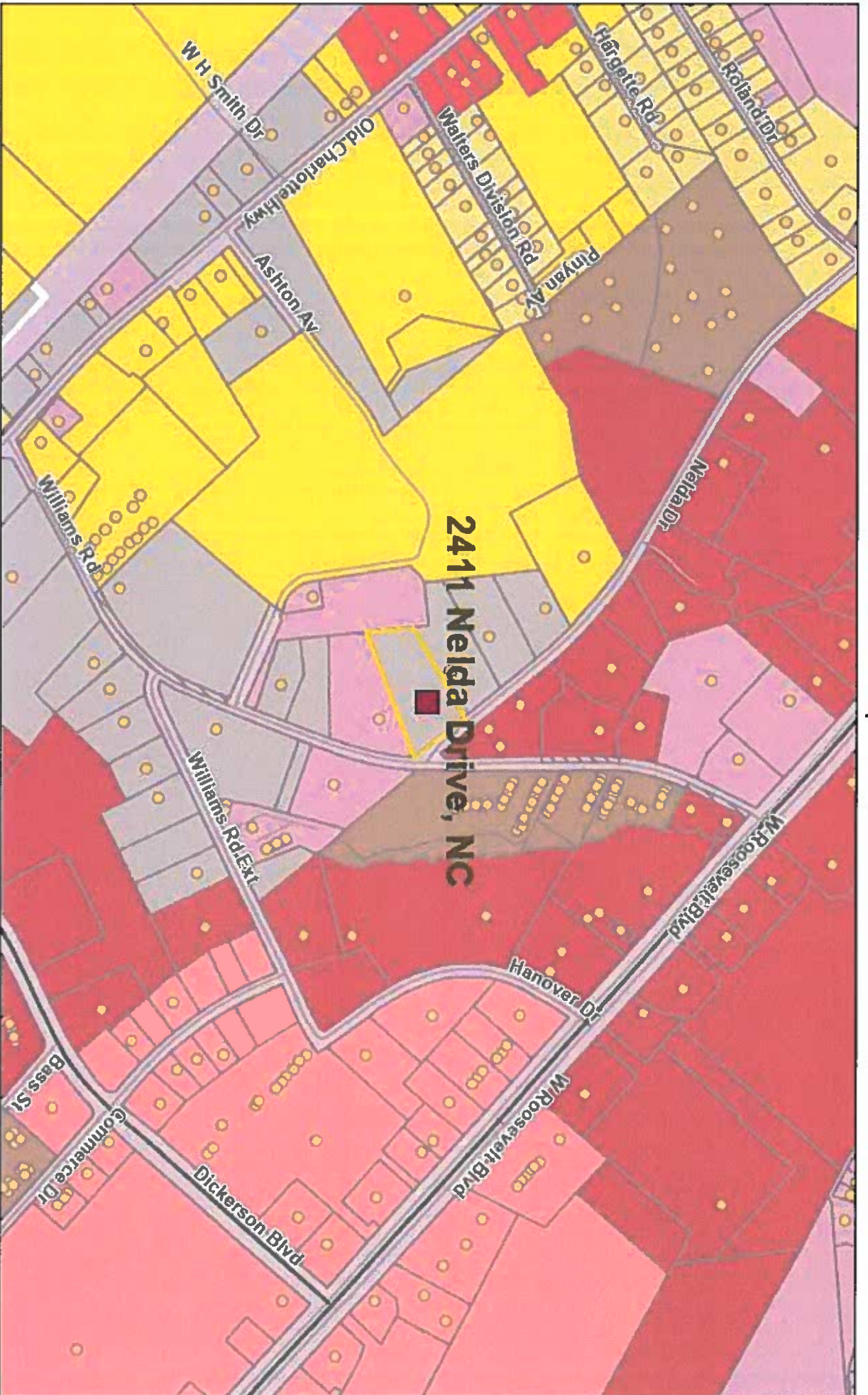
Union County Tax Assessor

500 N. Main St., Ste 236  
PO Box 97  
Monroe, NC 28111-0097  
Phone: 704-283-3746

Union County Tax Collector

500 N. Main St. Suite 119  
PO Box 38  
Monroe, NC 28111-0038  
Phone: 704-283-3848







## APO Map

PLSUP-2024-00135

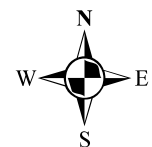
2411 Nelda Dr.

### Legend

-  150 Foot Buffer
-  Centerlines
-  Parcels
-  Notified Properties
-  Subject Property

**Owner:**  
**Charles H.**  
**Griffin**

**Acres: 2.78**



0 150 300  
Feet

Exhibit 9

| ACCTNO    | OWNERNAME1                                   | OWNERNAME2   | OWNERADDRE               | OWNERCITY | OWNERSTATE | OWNERZIP  |
|-----------|----------------------------------------------|--------------|--------------------------|-----------|------------|-----------|
| 09261005F | EAST METRO PARTNERS                          |              | 6022 UNIONVILLE BRIEF RD | MONROE    | NC         | 28110     |
| 09261005E | KEEGAN PROPERTIES LLC                        |              | 2117 KEEGAN COURT        | MATTHEWS  | NC         | 281049523 |
| 09261005K | NELDA JEAN W DAVIS INC                       |              | 1717 WILLIAMS RD         | MONROE    | NC         | 28110     |
| 09261012  | WESTSIDE PARTNERS DEVELOPERS LLC             |              | PO BOX 1561              | MONROE    | NC         | 28111     |
| 09261004  | WINGATE RENTALS LLC                          |              | 314 N CHURCH ST          | MONROE    | NC         | 28112     |
| 09265012B | UNION BAPTIST ASSOCIATION OF UNION COUNTY NC |              | PO BOX 596               | MONROE    | NC         | 28112     |
| 09261005G | MOORE DONALD LEE                             | MOORE JEAN T | 2118 GRIFFITH RD         | MONROE    | NC         | 28112     |

Exhibit 10