NORTH CAROLINA

STANLY COUNTY

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF LOCUST,**

**A North Carolina Municipal Corporation**

**and**

**M/I HOMES OF CHARLOTTE LLC,**

**A North Carolina Limited Liability Company**

**and**

**CSG SUMMER DUNES LLC,**

**A North Carolina Limited Liability Company**

**And**

**DLM Dunes Property LLC,**

**A North Carolina Limited Liability Company**

 This Memorandum of Understanding ("MOU") is made and is effective as of October 12, 2023 by and between THE CITY OF LOCUST, a North Carolina Municipal Corporation (“City”), M/I HOMES OF CHARLOTTE LLC ("Developer"), CSG SUMMER DUNES LLC and DLM Dunes Property LLC (“Owners”) (collectively, “the Parties”).

 City is a municipal corporation within Cabarrus and Stanly Counties, of the State of North Carolina which locates its primary office at 186 Ray Kennedy Drive, Locust, NC. Developer is a North Carolina Limited Liability Company with its primary office at 5350 77 Center Drive, Suite 100, Charlotte NC 28217. Owners are North Carolina Limited Liability Companies with their primary offices at 2101 Wilkinson Blvd. Charlotte, NC 28208.

 Purpose

 The purpose of this MOU is to memorialize and outline the terms of a conditional rezoning approved by the City Council of the City of Locust on October 12, 2023. Owners are the current record owners of Stanly County GIS tax parcel 5575-0138-2519 (“the Parcel”). Owners have contracted with Developer to sell the Parcel to Developer. The Developer intends to develop the Parcel into a residential subdivision consisting of 184 single family units.

Background

 Developer submitted a conditional rezoning request for the Parcel on July 20, 2023. Following a public hearing and presentation by the Developer, City Council approved the conditional rezoning request as presented at its regular meeting on October 12, 2023.

 Agreement

 Development of the Parcel will be governed by the rezoning site plan (Exhibit A) as well as the applicable provisions of the City of Locust Land Development Ordinances.

Developer agrees to meet the supplemental site-specific conditions listed below. The requirements listed below must be incorporated into a Declaration of Covenants, Conditions and Restrictions, which will be prepared by Developer and submitted to the City Manager for approval before recording with the Register of Deeds of Stanly County, and which will be perpetually binding, unless another zoning request modifying these requirements is approved by City of Locust City Council:

1. **GENERAL PROVISIONS:**
	1. Site location: These development standards form part of the rezoning plan associated with the conditional rezoning petition filed by Developer to accommodate the development of the Parcel into a single-family home community on approximately 218.09 acre site located along N. Central Ave and Meadow Creek Church Road.
	2. Number of buildings principal and accessory: **The total number of principal buildings to be developed on the site shall not exceed 184 (0.85 DUA).** Accessory buildings and structures located on the site shall not be considered in any limitation on the number of buildings on the site. Accessory structures and buildings include structures and buildings such as but not limited to; a clubhouse, a cabana, mail kiosk, dumpster enclosures, gazebos, trellises, storage buildings, and other structures associated with the on-site open space.
2. **PRIMARY BUILDING PLACEMENT AND LOT DIMENSIONS:**
3. Side setback: 10 feet minimum.
4. Corner setback: 20 feet minimum.
5. Front setback: 40 feet minimum.
6. Rear setback: 25 feet minimum
7. Minimum lot size: 22,000 square feet
8. Minimum lot width: 90 feet (measured at front setback)
9. Typical lot size: 90’ x 245’
10. Front loaded garage homes to be centered to the lot, up to 3’ off center.
11. **OPEN SPACE:**
12. Tree save and protection (undisturbed area): 33% of project area (+/- 71.7 ac) as depicted in the rezoning plan. Final tree save to be determined during construction design phase.
13. Common open space: +/- 5.06 ac
14. Developer shall place deed restrictions to preserve +/- 40ft of undisturbed area in the rear of lots. Corner lots and back-to-back lots may have shorter undisturbed rear boundaries. Only permitted encroachment will be for installation of fences.
15. **PERMITTED USES:**
16. Single-family, detached and structures accessory to detached single-family.
17. Open space and/or nature preserve.
18. Amenity areas that may include parks, clubhouses, cabanas, pool, playgrounds, sports facilities, and/or other active and passive recreational uses.
19. Utility distribution facilities to serve intended single-family detached community.
20. Solar energy: roof mounted (rear of homes only), parking lot cover, or building integrated (level 1)
21. **BUILDING DESIGN AND ARCHITECTURAL REQUIREMENTS:**
22. Approved elevations shown in Exhibit C.
23. Additional elevations may be submitted for approval by City Manager provided that any additional elevations reflect similar architectural styles, features and building materials as approved elevations in Exhibit C. Additional elevations must also comply with all other building design and architectural requirements in this section.
24. Exterior materials shall be durable and residential in character. Exterior wall materials shall be wood shingles, brick, stone, stucco, wood siding, fiber cement siding, HardiePlank, or similar materials.
25. Vinyl siding will not be allowed as a main siding material. However, vinyl soffit, vinyl windows, and other trim materials may be constructed with vinyl products.
26. Parallel & perpendicular street guideline: The home directly to the left, right or three (3) homes across the street from the subject property can be the same floorplan but not the same elevation. In addition, these homes cannot share the same color scheme, door, or shutter color.
27. Cul-de-sac guideline: A floor plan is allowed to be duplicated in a cul-de-sac, but the elevations must be different.
28. All sales contracts and building permits must include a spacing policy diagram. See exhibit B.
29. Driveways shall be concrete or similar hardscape material and shall be wide enough to accommodate 2 (two) cars.
30. Roof materials shall be architectural asphalt shingles, standing seam metal, slate, tile, or similar materials.
31. Columns shall be a minimum of 8 inches in width or diameter. Rear, front and side overhangs shall be a minimum of 8inches.
32. Fencing shall be limited to 4’ black aluminum fences and placed on side property lines to avoid double fencing.
33. **ACCESS AND TRANSPORTATION:**
34. Vehicular access to the site will be from N. Central Ave, Meadow Creek Church Road, and Foxworth Drive. Additional golf cart path connections may be made to Hickory Street or Summit Street.
35. The placement and configuration of the vehicular access point is subject to any minor modification required to accommodate final site development and construction plans and to any adjustments required for approval by NCDOT in accordance with applicable published standards.
36. Off-site road improvements will be provided per recommendations/requirements of the traffic impact study approved by NCDOT and City of Locust. Off-site road improvements include:
	1. Installation of Left Turn off N. Central at proposed access point with minimum 100’ storage and appropriate tapers. Turning lane to be installed and operational in conjunction with the 30th unit being permitted.
	2. Installation of Left Turn Lane at Meadow Creek Church Road and NC 200 intersection (turning onto northbound NC 200) with 150’ minimum storage and appropriate tapers. Turning lane to be installed and operational in conjunction with the 110th unit being permitted.
	3. Installation of Left Turn Lane at Bethel Church Road and NC 200 intersection (turning onto southbound NC 200) with 150’ minimum storage and appropriate tapers. Turning lane to be installed and operational in conjunction with the 110th unit being permitted.
37. The new internal roads will be public streets and will be built to the street standard as depicted on the rezoning plan.
38. The extension of Foxworth Drive will match the existing Foxworth Drive street section. Developer shall resurface existing Foxworth Drive street section.
39. The alignment of the internal vehicular circulation and driveways may be modified by Developer to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by the City of Locust in accordance with published standards.
40. Developer shall extend sidewalk along N. Central Avenue along property line as depicted on the rezoning plan.
41. **STREETSCAPE, BUFFERS, LANDSCAPING, AND AMENITY AREA:**
42. A 15’ perimeter landscape buffer will be provided along the property boundary as generally depicted on the rezoning plan.
43. Street trees will be installed in planting areas outside of the right of way along the new interior public streets.
44. A 5’ sidewalk shall be located on one side of the new interior public streets.
45. Street lighting shall be provided along the right of way on the side with the sidewalk.
46. Amenity area may include pool, cabana, clubhouses, children’s play area, sports facilities and other amenity features. The specific features may be altered during the construction document/permitting phase.
47. Access to the site from N. Central Ave and Meadow Creek Church Rd shall have entrance monumentation. Entrance monumentation may be placed within the landscape buffer and setback, but not within the right-of-way.
48. All disturbed areas within the lots shall be sodded.
49. Street trees shall be planted at a maximum of 40’ on center and shall be a minimum of 3” in caliper.
50. Street and lot tree placement may be subject to modification during the construction document phase due to storm drainage, utility, ADA ramps, and driveway conflicts.
51. **ADDITIONAL SITE-SPECIFIC CONDITIONS:**
52. Developer shall perform or guarantee with bond by the time of final plat approval. Required off-site improvements needed to accommodate the development, including street system improvements, sidewalks, and streetlights.
53. Homeowner’s Association shall own and maintain common open space areas.
54. Sidewalks on proposed residential lots shall be installed at the time of home construction on each lot. Sidewalk located along the frontage of open spaces will be constructed as early as is feasible during the construction process. Sections of open space sidewalk that may be subject to damage due to ongoing construction activities, such as maintenance of erosion control devices, may be installed once all construction activities in that area are completed.
55. All utilities within the site will be placed underground.
56. The Developer shall provide street lighting on all streets within the subdivision in accordance with Duke Energy’s outdoor lighting product specifications. Street lighting intensities will be controlled to assure adequate community lighting and prevent light spillage and glare directed at adjacent properties or the sky. The type of lighting fixtures, heights, and foot-candle illumination will be determined at the time of construction document submittal and will be limited to fixtures available from the local utility company.
57. All homes shall be served by public water and sewer.
58. An HOA shall be established by the Developer and maintained by the community. The Developer shall provide covenants, conditions, and restrictions (CCRs) to the City of Locust prior to recordation of the final plat to ensure consistency with commitments and approvals.
59. STORMWATER:
60. Erosion control and stormwater measures shall be designed and maintained to be compliant with local, state, and federal rules and requirements. The design of these structures shall be such that adjacent streams, channels, and drainage ways are protected.
61. This project is to be classified low-density based on NCDEQ regulations.
62. This project shall not contain permanent above ground stormwater retention ponds.
63. A 30’ wide sewer easement shall be dedicated to the City of Locust for construction of a sanitary sewer force main as generally depicted on the rezoning plan. The location may be altered during the construction document/permitting phase in coordination with the City.
64. SITE PLAN:
65. Developer agrees that the subdivision will be platted and developed in accordance with the Proposed Site Plan attached hereto as Exhibit A and incorporated herein by reference.
66. This development may be constructed in phases.

Term of Agreement

This MOU will be effective from the date of signature of all parties and shall continue in effect until such time as the Development is complete.

 Counterparts

 This MOU may be executed in several counterparts all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

Revisions

Any revisions to this MOU may be made upon the approval of all the Parties hereto and shall become effective upon the date of a signed agreement memorializing such revisions. Future amendments to the rezoning plan (which include development standards) may be applied for by the then owner or owners of the applicable development area portion of the site affected by such amendment in accordance with the provisions of the City of Locust Land Development Ordinance.

All conditions applicable to the development of the Parcel imposed under the rezoning plan will, unless amended in the manner provided under the City of Locust Land Development Ordinance, be binding upon and inure to the benefit of the Developer and subsequent owners of the site and their respective heirs, devisees, personal representatives, successors in interest or assigns.

Statements of Authority / Representations

 This MOU shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

This MOU shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest; provided, however, that no party shall assign its rights under this MOU without written approval from the other parties.

CITY: DEVELOPER:

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CITY OF LOCUST M/I HOMES OF CHARLOTTE LLC

By: Cesar Correa, City Manager By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Date Date

OWNERS:

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CSG SUMMER DUNES LLC DLM DUNES PROPERTY LLC

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

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

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Date Date