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**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN  
OBEY CREEK VENTURES, LLC.**

**AND**

**THE TOWN OF CHAPEL HILL, NORTH CAROLINA**

**Effective Date: July 1, 2015**

Orange County Parcel Identifier Numbers:  
9787-13-0667; 9787-24-1209;  
9787-14-4852; 9787-14-1770

Return to:  
Kennon Craver PLLC  
P.O. Box 51579  
Durham, NC 27717

**IRREGULAR FORM** Colored maps attached



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STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

This Development Agreement (hereinafter the "Agreement") is made and entered into as of the 1<sup>st</sup> day of July, 2015 by and between Obey Creek Ventures, LLC. ("Obey Creek Ventures") and the Town of Chapel Hill, North Carolina, a municipal corporation of the State of North Carolina.

#### ARTICLE 1. STATUTORY FRAMEWORK

- 1.1 North Carolina General Statutes (hereinafter "G.S.") 160A-400.20(a)(1) provides that "large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources."
- 1.2 G.S. 160A-400.20(a)(3) provides that "because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development."
- 1.3 G.S. 160A-400.20(a)(4) provides that "because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."
- 1.4 G.S. 160A-400.20(a)(5) provides that "because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."
- 1.5 G.S. 160A-400.20(a)(6) provides that "to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments."
- 1.6 In view of the foregoing, G.S. 160A-400.20(b) and 160A-400.22 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160A-400.20 through 160A-400.32, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.
- 1.7 G.S. 160A-400.23 restricts the use of a development agreement to "property that contains 25 acres or more of developable property (exclusive of wetlands, mandatory buffers, unbuildable slopes, and other portions of the property which may be precluded from development at the time of the application)." G.S. 160A-400.23 further provides that "development agreements shall be of a term specified in the agreement, provided they may not be for a term exceeding 20 years."

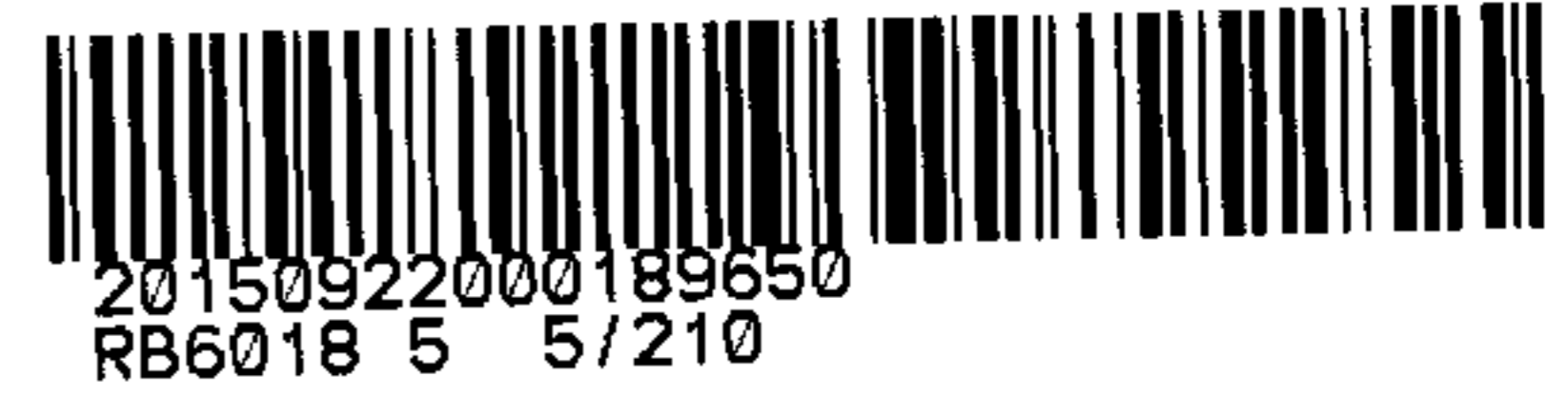


- 1.8 In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement, and may be enforced as contractual terms.

## ARTICLE 2. DEFINITIONS

In the construction of this Agreement and its incorporated Exhibits, the following capitalized terms shall have the respective meanings set forth below wherever they appear in this Agreement. Except as otherwise provided in this Agreement, terms used in the relevant portions of the North Carolina General Statutes or the Town of Chapel Hill Land Use Management Ordinance (“LUMO”) shall have the same meanings as employed in those statutes and ordinances.

- 2.1 *Agreement.* The word “Agreement” shall mean this Development Agreement.
- 2.2 *Annual Report.* The words “Annual Report” shall mean the annual report required by the Town pursuant to Section 4.12 and Section 5.26 of this Agreement.
- 2.3 *Crime Prevention Through Environmental Design.* The term “Crime Prevention Through Environmental Design” or “CPTED” shall describe the approach to deterring certain behaviors through the physical design of public and private areas.
- 2.4 *Council.* The word “Council,” or “Town Council,” shall mean the legislative body of the Town of Chapel Hill, which together with the mayor of the Town shall constitute the governing body of the Town.
- 2.5 *Design Guidelines.* The term “Design Guidelines,” unless otherwise referenced, refers to Exhibit J: The Village at Obey Creek Design Guidelines, a binding Exhibit to the Development Agreement.
- 2.6 *Developed Property.* The term “Developed Property” shall mean those certain parcels of land, located along US 15-501 South and west of Wilson Creek, and as depicted in Exhibit A, Exhibit B, and Exhibit H. The Developed Property includes the developed portion of the Property, any public right-of-way and private streets that may be located within the boundaries described in Exhibit B and Exhibit H, and excludes the Wilson Creek Preserve (see Section 5.12).
- 2.7 *Developer Owner.* The term “Developer Owner” or “Developer Owners” shall mean Obey Creek Ventures, LLC, individually and collectively, and any successor in title who acquires a Parcel in fee simple from a Developer Owner whereby the transferring Developer Owner expressly assigns all of its rights and obligations as Developer Owner under this Agreement to the Person acquiring the Parcel from the Developer Owner, which assignment shall be recorded in the Registry. Any other Person who acquires a Parcel in fee simple title from a Developer Owner shall be a “Parcel Owner” and not a “Developer Owner.”
- 2.8 *Development or Develop.* The words “Development” or “Develop” shall mean any activity on the Property involving, requiring, or consisting of: (i) the construction of a new building, and the construction or installation of other structures, roads, greenways or paved trails, sidewalks, parking lots, or utility infrastructures; (ii) the clearing or



alteration of land as an adjunct of such construction; or (iii) the expansion of an existing building.

- 2.9 *Development Agreement Compliance Permit.* The words “Development Agreement Compliance Permit” shall mean the permit issued by the Town Manager authorizing Development or portions thereof in accordance with this Agreement. A Development Agreement Compliance Permit required by this Agreement shall be in lieu of any Zoning Compliance Permit that might otherwise be required by Section 4.9 of the LUMO.
- 2.10 *Effective Date.* The word “Effective Date” shall mean the effective date of this Agreement, which is July 1, 2015.
- 2.11 *Free soil.* The term “Free soil” shall mean on-site or imported soil amended to incorporate compost with a maximum compaction of 85%.
- 2.12 *Housing Voucher or Voucher.* The term “Housing Voucher” or “Voucher” shall mean a direct subsidy that assists very low-income families, the elderly, veterans, and the disabled to afford decent, safe, and sanitary housing in the private market. Housing assistance is provided on behalf of the family or individual, which allows participants to find their own housing, including single-family homes, townhouses and apartments.
- 2.13 *LUMO.* The term “LUMO” shall mean the Land Use Management Ordinance of the Town of Chapel Hill in effect as of the Effective Date.
- 2.14 *Manager.* The words “Manager” or “Town Manager” shall mean the Town Manager of the Town of Chapel Hill or his/her designee and anyone acting pursuant to authority vested by state statute or local ordinance to issue local permits for Development on behalf of the Town of Chapel Hill.
- 2.15 *Master Owners Association.* The term “Master Owners Association” shall mean an organization formed for the sole purpose of managing all shared or common elements of the Property and whose members consist of the Developer Owner and Parcel Owners or their elected representatives.
- 2.16 *Median Income or Area Median Income.* The term “Median Income” or “Area Median Income” shall describe the midpoint of income distribution that is divided into two exactly equal parts, one having incomes above the median and the other having incomes below the median as adjusted and published annually by the U.S. Department of Housing and Urban Development (HUD) for the Durham-Chapel Hill Metropolitan Statistical Area.
- 2.17 *National Association of City Transportation Officials or NACTO.* The term “National Association of City Transportation Officials” or “NACTO” shall describe the organization’s guidelines as described in its publications *Urban Bikeway Design Guide* and *Urban Streets Design Guide*.
- 2.18 *Obey Creek Area or Obey Creek.* The term “Obey Creek Area” or “Obey Creek” shall describe the area identified in Exhibit B and Exhibit H.



- 2.19 *Parcel*. The term “Parcel” shall mean each separately subdivided tract of the Property shown on a plat recorded in the Registry after the Effective Date and conveyed in fee simple title by a Developer Owner to a Person.
- 2.20 *Parcel Owner*. The term “Parcel Owner” shall mean the Person to whom a Developer Owner conveys fee simple title to a Parcel without a transfer of the rights as Developer Owner and each said Parcel Owner’s successors and assigns in fee simple title.
- 2.21 *Participant or Participants*. The words “Participant” or “Participants” shall mean the Town, the Developer Owners, the Parcel Owners, if any, and the Representative.
- 2.22 *Party or Parties*. The words “Party” or “Parties” shall mean the Town and the Developer Owners. For purposes of this definition, a Parcel Owner is not a Party.
- 2.23 *Periodic Review*. The term “Periodic Review” shall have the meaning ascribed in Section 4.13 of this Agreement.
- 2.24 *Person*. The term “Person” shall mean a natural person, a corporation, limited liability company, a partnership, joint venture, a trust, or any other legal entity.
- 2.25 *Property*. The term “Property” shall mean those certain parcels of land, located along US 15-501 South, and as depicted in Exhibit B and Exhibit H attached hereto. The Property also includes any public right-of-way and private streets that may be located within the boundaries of Exhibit B.
- 2.26 *Registry*. The term “Registry” shall mean the Orange County Register of Deeds.
- 2.27 *Representative*. The word “Representative” shall mean a Person designated by Developer Owners to act for and on behalf of the Developer Owners and Parcel Owners wherever indicated and subject to the terms of this Agreement, and the Representative’s successors and assigns. The Representative shall be responsible for coordinating and tracking the requirements of this Agreement and reporting same to the Parties herein pursuant to this Agreement to assure that the overall standards of this agreement are met by all parcel owners. As of the Effective Date, the Representative is Obey Creek Ventures, LLC. The Representative’s successors and assigns shall mean a Person designated by the Developer Owners to replace the then existing Representative. The Developer Owners shall give written notice to the Town and Parcel Owners of any such replacement.
- 2.28 *Sidepath*. The term “Sidepath” shall mean a multi-use path or greenway trail located adjacent to a roadway. For the purpose of this Agreement, all sidepaths shall be a minimum of 10 feet wide, built with concrete, and adhere to AASHTO or NACTO standards for multi-use paths.
- 2.29 *State*. The term “State” shall mean the State of North Carolina.
- 2.30 *Structural soil*. The term “Structural soil” shall mean soil and aggregate mix of approximately 80%/20% ratio designed for supporting tree growth in urban conditions.



- 2.31 *Town.* The words “Town” or “the Town” shall mean the Town of Chapel Hill in the Counties of Orange and Durham and the State of North Carolina and its successors in interest.
- 2.32 *Town Attorney.* The term “Town Attorney” shall mean the attorney for the Town.
- 2.33 *Town Regulations.* The term “Town Regulations” shall have the meaning ascribed in Section 4.5.
- 2.34 *Zoning Compliance Permit.* The term “Zoning Compliance Permit” or “ZCP” shall mean an administrative permit issued by the Town Manager authorizing the recipient to make use of existing buildings in accord with the requirements of the Land Use Management Ordinance as of the effective date of this Agreement.

### ARTICLE 3. RECITALS

- 3.1 Obey Creek Ventures is the fee simple owner of those certain properties situated on US Highway 15-501 known as the “Obey Creek Area,” as shown on Exhibit B and Exhibit C and described on Exhibit D and Exhibit E. The Town of Chapel Hill is the fee simple owner of that certain property situated in the Obey Creek Area, as shown on Exhibit F and described on Exhibit G.
- 3.2 Obey Creek Ventures has entered into a purchase agreement with the Mueller Partnership to acquire fee simple interest of that certain property situated on US Highway 15-501 known as the “Mueller Property,” as shown on Exhibit B and C and described on Exhibit D and E.
- 3.3 On March 12, 2010, the Town received a request from Scott Murray Land Planning, Inc. for review of a Concept Plan submittal, proposing a mixed use development at 1119 U.S. Highway 15-501 South. The site is located on the east side of U.S. Highway 15-501 South, across from the Market Street entrance to Southern Village. The 124-acre site was located in the Neighborhood Commercial (NC) and Residential-Low Density-1 (R-LD1) zoning districts, and identified as Orange County Parcel Identifier Numbers 9787-13-0667; 9787-23-8844; 9787-24-1209; 9787-24-4637; 9787-14-4852; 9787-14-1770. The Concept Plan was reviewed by the Community Design Commission on April 21, 2010, and by the Town Council on May 17, 2010. Comments were referred to the applicant.
- 3.4 On July 18, 2012, the Town Council received a request from the same applicant for review of a revised Concept Plan for the same site. The total floor area proposed was approximately 1.5 million square feet, including: 600 dwelling units; 375,000 square feet of office-commercial and civic space; a 100,000 square foot hotel (130 rooms); and 350,000 square feet of retail space. The revised Concept Plan was reviewed by the Community Design Commission on August 15, 2012, and by the Town Council on September 19, 2012. Comments were referred to the applicant.
- 3.5 On November 5, 2012, the Town Council authorized the Town Manager and Town Attorney to develop a new process for initiating development agreement negotiations.
- 3.6 On March 18, 2013, the Town Council accepted the proposed process and directed the Town Manager to engage the Obey Creek applicant to undertake the new process.



- 3.7 On May 29, 2013, the Town Council adopted a resolution establishing the Obey Creek Compass Committee, including a charge, committee composition, process, responsibilities, and timeline.
- 3.8 On July 10, 2013, the Obey Creek Compass Committee met for the first time.
- 3.9 On December 16, 2013, the Obey Creek Compass Committee concluded its work and voted to approve a report to forward to the Town Council.
- 3.10 On January 13, 2014, the Town Council received the Obey Creek Compass Committee Report and adopted a resolution authorizing the Town Manager and Town Attorney to enter into Phase 2 of the established Development Agreement Process with Obey Creek Ventures, LLC for the Obey Creek site.
- 3.11 On June 23, 2014, the Town Council adopted a resolution authorizing the Town Manager and Town Attorney to enter into the Negotiation Phase of the Development Agreement process with Obey Creek Ventures, LLC for the Obey Creek site, subject to the Council's receipt and review of comments from the North Carolina Department of Transportation (NCDOT) regarding the Traffic Impact Analysis, a fiscal impact report and an environmental assessment/impact report.
- 3.12 On November 3, 2014, having received and reviewed material requested on June 23, 2014, the Town Council voted to enter into the negotiation phase of the Obey Creek Development Agreement process with Obey Creek Ventures, LLC.
- 3.13 On November 13, 2014, the Town Council convened the first of a series of meetings with Obey Creek Ventures, LLC to begin negotiation regarding a Development Agreement for Obey Creek.
- 3.14 The Town Council held negotiation sessions with Obey Creek Ventures, LLC on the following dates: November 13, December 8, 2014, February 12, February 26, March 12, and March 25, 2015. An informational meeting was held on January 8, 2015; a facilitated discussion was held on January 23, 2015; and a work session was held on April 8, 2015. A review session with Town Advisory Boards and Commissions, the Town Council, and Obey Creek Ventures, LLC was held on April 30, 2015. Opportunity for public comment was provided at the beginning and end of each meeting.
- 3.15 On March 3, 2015, East West Partners Management Co., Inc. submitted a Zoning Atlas Amendment Application to rezone the western 43 acres of the Obey Creek site, including the land owned by the Mueller Partnership as Exhibit B and C and described on Exhibit D and the land owned by the Town of Chapel Hill as shown on Exhibit F and described on Exhibit G. The Zoning Atlas Amendment Application requested that these parcels be rezoned to the new Development Agreement-1 (DA-1) zoning district. Town staff drafted the language for the new Development Agreement-1 (DA-1) zoning district.
- 3.16 The Town conducted duly advertised public information sessions to provide an overview of the development agreement and to respond to questions on December 4, 2014, March 11, and May 14, 2015. All sessions were posted for later viewing on the Town website.





- 3.17 In March, April, May, and June 2015, Town Advisory Boards and Commission reviewed and prepared comments on the proposed LUMO text amendment, zoning atlas amendment, and development agreement. These meetings and discussions were held by the following Boards/Commissions: Community Design Commission; Environmental Stewardship Advisory Board; Parks, Greenways, and Recreation Commission; Planning Commission; Stormwater Management Utility Advisory Board; and Transportation and Connectivity Advisory Board.
- 3.18 On April 26, 2015, the initial notice of a public hearing to be held on May 18, 2015 on the LUMO text amendment, zoning atlas amendment, and development agreement for the Obey Creek site was published pursuant to G.S. 160A-364. The second notice of this public hearing was posted on May 3, 2015. Notices of the public hearing were also mailed to adjacent owners pursuant to G.S. 160A-384(a) on April 24, 2015. The location, type, and intensity of the proposed development were not changed after these initial notices of public hearing.
- 3.19 On May 5, 2015 and June 2, 2015, the Planning Commission reviewed the draft LUMO text amendment and recommended that the Council enact an ordinance to create the Development Agreement-1 (DA-1) zoning district.
- 3.20 On March 17, 2015, the Planning Commission was asked to provide a recommendation to the Council on the proposed Zoning Atlas Amendment. During the June 2, 2015 Planning Commission meeting, the Commission failed to pass a motion to recommend approval by a 3-4 vote.
- 3.21 On May 18, 2015, the Town Council opened the public hearings on the proposed Development Agreement-1 (DA-1) zoning district, the proposed rezoning of the western 44-acre portion of the Obey Creek site, this proposed Agreement, and the proposed land exchange. The public hearings were continued to June 8, 2015 and June 15, 2015.
- 3.22 On June 15, 2015, the Town Council closed the public hearings and enacted the Ordinance to establish the new Development Agreement-1 (DA-1) zoning district; enacted the Ordinance to rezone the 44-acre portion of the Obey Creek site from Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1); enacted the Ordinance to approve this Agreement with an effective date of July 1, 2015; and adopted the Resolution authorizing an exchange of Town-owned property within the Obey Creek site for the Wilson Creek Preserve property owned by Obey Creek Ventures, LLC.
- 3.23 The purpose of this Agreement is to facilitate the Development of the Property in a way that best realizes the public benefits to the Town and the Developer Owners. The Development of the Property requires a major investment by the Developer Owners in facilities, substantial front-end investment in on-site and off-site improvements, participation in other programs for public benefit and purposes, and substantial commitments of the resources to achieve the benefits of the Development for the Developer Owners and the Town. The Developer Owners will be unable to make and realize the benefits from such commitments without the assurances provided by this Agreement.



3.24 The general benefits to be received by the Town from the implementation of the Development include, without limitation:

- a) Implementation of the Town's plans and furthering the goals of securing an appropriate mix of uses and densities for the Developed Property;
- b) Protection of natural resources within the Property, minimization of adverse offsite impacts, and incorporation of sustainability principles in the design and implementation of the Development of the Property;
- c) Provision of an efficient, effective, and practical overall plan for addressing the transportation needs of the Development of the Developed Property, including commitments to transit, bikeways, greenways, sidewalks, and road improvements;
- d) Assurance that the Development of the Developed Property will be undertaken in a manner that is at final build-out revenue neutral or revenue positive in terms of fiscal impacts for the Town;
- e) Establishment of integrated site plans, urban design elements, land uses, architecture, site engineering, and landscape architecture; and
- f) Assurance of substantial commitments to public infrastructure and amenities as a result of sufficient certainty, timeliness and predictability from the Developer Owners.

3.25 The general benefits to be received by the Developer Owners from the implementation of the Development include without limitation:

- a) Obtaining sufficient certainty, timeliness, and predictability in the Town's development review and approval process to justify the required substantial upfront capital investment for a project that will require multiple years to build out;
- b) Realization of the opportunity to implement the Development plan for a mixed use development that is consistent with Town's and the Developer Owners' goals and needs;
- c) Integration of site plans, urban design elements, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the entire Property;
- d) Flexibility with and alternatives to Town ordinances, standards, policies and guidelines to achieve the Development; and
- e) Participation from the Town to achieve the public benefits necessary for the Development.

3.26 In exchange for providing these benefits to the Town, the Developer Owners desire to receive the assurance that it may proceed with the Development of the Property in accordance with any and all existing Town development regulations and conditions of approval of the Town as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

3.27 After careful review and deliberation, the Developer Owners have determined that the latitude afforded the proposed Development of the Property and the certainty, timeliness, and predictability regarding Town development approval afforded by this Agreement provide important benefits for long-range planning and Development by the Developer Owners and justify the provision of the specific standards and mitigation



measures specified in Article 5 of this Agreement, which the Developer Owners freely and with full knowledge and consent agree to provide.

- 3.28 The terms and conditions of this Agreement have undergone extensive review by the Town's staff and the Town Council and have been found to be fair, just and reasonable. After careful review and deliberation, the Town Council has determined and concluded that the Agreement meets the goals and needs of the Town and the Developer Owners, and complies with all statutory requirements.
- 3.29 The Town, by electing to enter into this Agreement in accordance with statutory procedures, acknowledges that the obligations of the Town shall survive beyond the term or terms of the present Town Council and that such action will serve to bind the Town and future councils to the obligations thereby undertaken. By approving this Agreement, the Town Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date.
- 3.30 Based on the foregoing considerations, the Developer Owners and the Town desire to enter into this Agreement for the purposes of:
- a) Agreeing upon the plan, design, and density of Development on the Property and the types of uses thereon, and promoting sustainability, reflecting consideration of economic, environmental and social issues;
  - b) Coordinating the construction and provision of infrastructure that will serve the above-described Development of the Property and the community at large;
  - c) Confirming the dedication and/or provision of the public amenities described herein; and
  - d) Providing assurances to the Developer Owners and the Representative that they may proceed with the Development of the Property in accordance with the terms of this Agreement without encountering future changes in ordinances, regulations or policies that would affect their ability to Develop the Property under the terms of this Agreement; and
  - e) Providing certainty that the Developer Owners, Parcel Owners and Representative can obtain permits necessary for the Development pursuant to a non-discretionary, predictable and expeditious process.
- 3.31 Pursuant to G.S. 160A-400.24, the Town Council conducted a public hearing on May 18, 2015 to consider the approval of this Agreement. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property and a place where a copy of the proposed Agreement could be obtained. The initial draft of this Agreement was posted on the Town website in January of 2015 and was available for public inspection at Town offices and online at that time. Updates to the draft Agreement were posted at regular intervals thereafter and were available for public review throughout the January through June 2015 period.
- 3.32 On June 15, 2015, the Town Council considered and approved this Agreement and authorized the Town's execution of the same with an effective date of July 1, 2015. The approval of this Agreement constitutes a legislative act of the Town Council.



## ARTICLE 4. TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the Town and the Developer Owners do hereby agree as follows:

- 4.1 Recitals. The Parties agree the foregoing Recitals in Article 3 are true and correct and are incorporated herein by reference.
- 4.2 Term.
- a) The term of this Agreement shall commence upon the Effective Date and it shall expire twenty (20) years thereafter unless sooner terminated by the mutual consent of the Parties, or is otherwise terminated pursuant to the terms of this Agreement, it being understood that the termination of this Agreement shall not require the consent of any Parcel Owners. This twenty (20) year term has been established by the Parties as a reasonable estimate of the time required to carry out the Development of the Property subject to this Agreement and to obtain the public benefits of the Development. The Town finds that a term of twenty (20) years is reasonably necessary to assure the Town of the realization of the public benefits from the Development of the Property. All of the Development which the Developer Owners or Parcel Owners, if any, elect to commence pursuant to this Agreement which is authorized by this Agreement will be initiated by obtaining a Development Agreement Compliance Permit within the term of the Agreement, but expiration of the twenty (20) year term shall not terminate (a) mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the term of the Agreement as stated in this Agreement or (b) rights and obligations that are related to Development for which a Development Agreement Compliance Permit has been issued within the twenty (20) year term but the Development of which has not been completed by the expiration of the twenty (20) year term. The term of this Agreement may be extended or renewed by the mutual consent of the Parties in accordance with state and federal law, it being understood that the consent of Parcel Owners will not be required.
- b) Certain provisions of this Agreement shall continue beyond the expiration of this Agreement, and in perpetuity or as long as allowed by law, including those specified in Sections 5.8, 5.10, 5.11, and 5.12.
- 4.3 Property Subject to Agreement. The real property subject to this Agreement includes all of the Property.
- 4.4 Zoning of the Property. The Developed Property west of Wilson Creek was zoned Development Agreement-1 (DA-1) on June 15, 2015, by the Town Council. The property to the east of Wilson Creek is zoned Residential Low Density-1 (R-LD1) as shown in Exhibit B and H.
- 4.5 Law in Effect at Time of the Agreement Governs the Development; Vested Rights. Except as provided in G.S. 160A-400.26 and G.S. 160A-400.29(b), the Town may not apply subsequently adopted ordinances or development policies to the Property during the term of this Agreement without the written consent of the Developer Owners. The consent of Parcel Owners shall not be required unless the Parcel owned by the Parcel



Owner is directly and adversely affected by such subsequently adopted ordinances or development policies, in which case the affected Parcel Owner must also provide written consent under this Section. Accordingly, during the term of this Agreement the Developer Owners and Parcel Owners, if any, shall have a vested right to Develop the Property in accordance with the terms of Article 5 of this Agreement, the terms of the LUMO and any applicable laws and regulations, all of the foregoing as they exist as of Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. The Participants agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In accordance with G.S. 160A-400.26(c), in the event County, State or federal law is changed after the Effective Date and the change prevents or precludes compliance with one or more provisions of this Agreement, the Town may modify the affected provisions with the consent of the Developer Owners, upon a finding that the change in County, State or federal law has a fundamental effect on the Agreement, by ordinance after notice and a hearing and upon such modification the Town shall record the modification in the Registry. If the Developer Owners fail to consent, this Agreement shall be terminated (with the Developer Owners and any Parcel Owners retaining any rights with respect to any Development Agreement Compliance Permit obtained prior to termination) and said termination will be recorded in the Registry

- 4.6 Development of the Property. Should the Developer Owners and/or any Parcel Owners develop the Property pursuant to this Agreement, then the Property shall be Developed (i) in accordance with the terms and conditions of the LUMO and any other applicable Town ordinances in effect as of the Effective Date; and (ii) in substantial compliance with the specific standards and mitigation measures approved by the Parties as set forth in this Agreement. Any future modifications or revisions to the LUMO or any other Town ordinances would not apply to Development on the Property. The maximum height, bulk, size, and design of buildings and the placement, location, and configuration of the development sites, infrastructure, open space, streets, sidewalks and other public improvements shall be in substantial compliance with this Agreement. Except as limited by this Agreement or as otherwise provided in this Agreement, Development shall be substantially consistent with the Town's Design Guidelines, Design Manual, Engineering Standards and other Town standards or policies in effect as of the effective date (collectively, "Town Regulations"). Notwithstanding the foregoing, in the event of any conflict between the provisions of the Town Regulations, and the express provisions of this Agreement, the terms of the Agreement shall be controlling. A certified copy of the LUMO and any other applicable Town ordinances in effect as of the Effective Date shall be provided to and maintained on file and online by the Town Clerk, the Developer Owners and the Representative.

For this Agreement, Table 3-7.1 of the Land Use Management Ordinance is hereby modified to delete from the table of permitted uses the following: Cemetery, College or University, Fraternity or Sorority dwelling, single-family homes, and rooming houses.

- 4.7 Development of the Property - Special Uses. In the event a proposed Development does not comply with this Agreement and applicable Town Regulations and is not considered a Minor Modification (as hereinafter defined) to this Agreement, the applicant, in the applicant's sole discretion, may:



- a) apply to the Town Council for an amendment to this Agreement as a Major Modification (as hereinafter defined), or
- b) apply for a special use permit under Section 4.5 of the LUMO to permit the proposed Development.

4.8 Local Development Permits.

- a) In accordance with G.S. 160A-400.25(a)(6), the local development permits approved or needed to be approved for the Development shall include the following: (1) Individual Development Agreement Compliance Permits; (2) Building and other applicable construction permits; and (3) Engineering Construction Permits, Street Cut Permits, and Street Closure Permits for work in Town right-of-way. Any such approvals and permits shall be consistent with the requirements of Article 5 of this Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer Owners, the Parcel Owners or the Representative of the necessity of complying with such permitting requirements, conditions, terms or restrictions, except as may be limited or otherwise provided in this Agreement.
- b) Applications may be made for more than one type of local permit at a time, and such permit applications shall be reviewed concurrently by the Town to the extent possible. Additionally, the Town shall exercise reasonable diligence to expedite the processing of the required permit and approval applications for the Development of the Property. The Developer Owners, Parcel Owners and the Representative shall in a timely manner provide the Town with all documents, applications, plans, and other information necessary for the Town to carry out its obligations hereunder.

4.9 Development of the Property – Development Agreement Compliance Permit.

- a) Permit Required. A Development Agreement Compliance Permit shall be required prior to the commencement of any Development or construction work related to Development except as otherwise indicated in this Agreement. The Development Agreement Compliance Permit required by this section shall be in lieu of any Zoning Compliance Permit that might otherwise be required by Section 4.9 of the LUMO. The Developer Owners and/or Parcel Owners intending to undertake Development of the Property (the “Applicant”) shall apply for a Development Agreement Compliance Permit by filing the application provided for in Exhibit I.
- b) Schedule of Review
  - 1) Prior to submitting an application for a Development Agreement Compliance Permit, the Applicant shall meet with the Town to review the proposed Development.
  - 2) Within ten (10) working days following submission of an application for a Development Agreement Compliance Permit, the Town shall provide the applicant with a completeness determination.
  - 3) The Town shall review the application for compliance with this Agreement and the applicable Town regulations that are not expressly superseded by this Agreement.



- 4) Within twenty (20) working days following the date on which an application is deemed complete, the Town shall provide written comments to the Applicant regarding whether the submitted application is in compliance with this Agreement and applicable Town regulations or whether the submitted application requires revision.
  - 5) If the application is not in compliance, the Applicant shall submit a revised application to the Town. Upon submitting a revised application, the Town shall process the revised application in the manner described in Section 4.9, including the twenty (20) day time frame set forth in subsection (b)(4), and such process shall be repeated until the application is in compliance with this Agreement and applicable Town regulations.
  - 6) Once an application has been deemed complete, it shall be promptly forwarded to the Community Design Commission for its review of compliance of building materials and elevations with Exhibit J of this Agreement. The seventy-five (75) working day review period being sufficient for two (2) meetings of the Community Design Commission, any comments from the Community Design Commission shall be forwarded to the Town Manager in a timely fashion, to be considered as a part of his/her review.
  - 7) The Town Manager shall approve or deny the Development Agreement Compliance Permit application within seventy-five (75) working days following submission of a complete application, or (i) an extension of time is requested by the Applicant, or (ii) the Applicant submits a revised application to the Town fewer than fifteen (15) working days before the seventy-fifth (75th) day of the review period, in which case the review period shall be automatically extended by fifteen (15) working days.
    - (i) The Town Manager shall approve the application upon finding it complies with and does not violate any term of this Agreement and the applicable Town regulations, and shall deny the application upon finding it does not comply with the terms of this Agreement and the applicable Town regulations.
  - 8) If the application is approved, the Town shall issue the Applicant a Development Agreement Compliance Permit Approval Letter.
  - 9) If the application is denied, the Town Manager shall specify the grounds for finding that it is inconsistent or in violation with this Agreement or associated regulations and refer the Applicant to the special use permit process described in Section 4.5 of the LUMO. Alternatively, the applicant may submit a new Development Agreement Compliance Permit application or apply for Major Modification to this Agreement.
  - 10) Notwithstanding anything to the contrary, a one-time change in floor area of one thousand (1,000) square feet or fewer to any structure or building previously approved with a Development Agreement Compliance Permit shall not require modification or approval of another Development Agreement Compliance Permit. Such changes shall be reported to the Town in the Annual Report.
- c) Construction Management Plan. See Section 5.4(b) for information regarding the Construction Management Plan.



4.10 Amendment and Modification. The terms of this Agreement may be amended or modified by the mutual consent of the Parties, it being understood that the consent of a Parcel Owner shall not be required for any amendment or modification of this Agreement unless the amendment or modification has a direct and adverse effect on the use or Development of the Parcel owned by the Parcel Owner. A modification of this Agreement that is considered a Major Modification (as hereinafter defined) of the terms of this Agreement shall follow the same procedures as required by North Carolina law for the adoption of a development agreement. Either party may propose a Major Modification requiring amendment or a Minor Modification (as hereinafter defined) to this Agreement. Upon receipt of a proposed modification, the Town Manager shall consider the following criteria in making the determination as to whether a proposed modification is a Major Modification or a Minor Modification to this Agreement.

- a) The following changes will be considered Major Modifications under the Agreement:
  - 1) A substantial change in the boundaries of Property subject to this Agreement as defined as: (i) any single proposed increase or decrease in the area of land subject to this Agreement of more than five (5) percent, or (ii) a cumulative increase of fifteen (15) percent or more in the land area subject to this Agreement, provided, however, that any expansion of land subject to this Agreement would require rezoning of the added property.
  - 2) A modification of the stormwater management design criteria listed in Section 5.3 of this Agreement.
  - 3) A change in maximum building height as illustrated in Exhibit J, Building Heights.
  - 4) A decrease by more than one (1) foot in setbacks as shown in Exhibit J.
  - 5) A change in the approved development of the Developed Property that would increase the total external daily vehicle trips as stated in Section 5.4(c)(3).
  - 6) A change in the development of the Developed Property that would increase the cumulative total of new gross floor area at the Developed Property in a way that would increase trip generation projections beyond those calculated in the Traffic Impact Study dated April 2014.
  - 7) A substantial change in the affordable housing agreement in Article 5.2 of this Agreement.
  - 8) A change in the Design Guidelines that would substantially change the location, size, form, style and appearance of principal and/or accessory structures or open spaces and amenities as shown in Exhibit J: Design Guidelines approved with this Agreement.
  - 9) A change to the scale, timing and mix of uses allowed in Article 5.1 of this Agreement.
- b) All other amendments or modifications to this Agreement are considered Minor Modifications and therefore would not require the procedures for adoption of a development agreement. All Minor Modifications require 10 days prior notice to Town Council and shall be subject to review and approval by the Town Manager. Notice shall also be posted on the Town's website when it is provided to the





Town Council. Such approval shall be memorialized by letter from the Town Manager and acknowledged by the Developer Owners, the Parcel Owner, if it affects the Parcel Owner, and Representative and shall be maintained on file by the Town Clerk, the Representative, the Developer Owners and Parcel Owner, if applicable.

- c) Notwithstanding the above, some proposed changes to this Agreement that do not meet the threshold to constitute a Major Modification may in the judgment of the Town Manager, because of size, perimeter location or transportation impacts, merit public review. In the event the Town Manager makes such a determination, the Town Manager may submit a proposed Minor Modification as notification to Town Council to allow an opportunity for Council review. Unless the Parties agree otherwise, such a review shall not extend the time period allowed for a decision by the Town Manager on the Minor Modification or convert the change from a Minor Modification into a Major Modification.
- d) All proposed amendments or modifications to this Agreement shall be publicly posted and reported to Advisory Boards and Commissions in such a manner that all Town Advisory Boards, Commission, and residents of Chapel Hill will have the opportunity to express any concerns to the Town Council and/or the Town Manager.
- e) The Town Manager shall determine whether a proposed amendment or modification to this Agreement is a Major Modification or a Minor Modification within fifteen (15) working days of receipt of a proposed adjustment and shall promptly notify the Town Council and applicant of that determination. If the proposed action is determined to be a Major Modification, the Town Manager shall require the filing of an application for approval of the amendment, following procedures outlined in Section 1.6 of this Agreement.
- f) Minor Modifications to this Agreement may be approved by the Town Manager as long as such changes continue to be in substantial compliance with the approving action of the Town Council and all other applicable requirements and result in a configuration of buildings/development that is generally consistent with this Agreement. The Town Manager shall make a decision on the proposed minor amendment within one hundred twenty (120) calendar days of the date of the Town Manager's determination that a complete application was submitted or such further time as mutually agreed to by the applicant and the Town. The Town Manager shall not have the authority to approve changes that constitute a Major Modification to this Agreement.

4.11 Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, the Developer Owners shall record this Agreement in the Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the Town and its successors in interest, to the Developer Owners and their successors and assigns in title as defined in Section 2.7 and, to the extent provided in this Agreement, to the Parcel Owners and their successors and assigns in title as defined in Section 2.20. All of the provisions of this Agreement shall be enforceable during the term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

4.12 Annual Report. The Developer Owners or their designee shall on an annual basis submit a written report to the Town Manager on the Development undertaken pursuant to this Agreement in the previous year (the "Annual Report"). The Annual Report shall set forth all individual Development Agreement Compliance Permits issued,



infrastructure installed, the status of participation by the Developer Owners, the Representative and the Parcel Owners in the provision of or financing of public infrastructure for the Development, dedications and acquisitions of infrastructure by the Developer Owners, Representative and Parcel Owners, and the projected schedule for Development of the Property in the forthcoming year. The Annual Report shall include all of the information required pursuant to Section 5.26 of the Agreement and shall be provided at the times specified by that Section. The Annual Report shall also include a report demonstrating good faith compliance by the Developer Owners, the Representative and the Parcel Owners with the terms of this Agreement. Upon receipt of the Annual Report, the Town Manager shall undertake the Periodic Review as set forth in Section 4.13 of this Agreement.

#### 4.13 Periodic Compliance Review and Enforcement.

- a) Periodic Review. Pursuant to G.S. 160A-400.27, the Town Manager shall conduct a periodic compliance review (the "Periodic Review") at least every twelve (12) months, at which time the Developer Owners, the Parcel Owners (if any) and or by and through the Representative shall be required to demonstrate good faith compliance with the terms of this Agreement. The Town Manager shall promptly report the results of this review to the Town Council. The Town Manager will use the Annual Report as the basis for preparing the Periodic Review.
- b) Material Breach. If, as a result of the Periodic Review, the Town Council finds and determines that any Developer Owner or Parcel Owner has committed a material breach of the terms or conditions of the Agreement (the "Breaching Owner"), the Town Manager shall serve notice in writing to the Developer Owners and the Breaching Owner (the "Notice"), within fifteen (15) days after the Periodic Review setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination. A breach by a Parcel Owner shall not be deemed or considered a breach by the Developer Owners or any other Parcel Owner and a breach by any Developer Owner shall not be deemed or considered a breach by any Parcel Owners or the other Developer Owner.
- c) Right to Cure. After Notice has been served, the Breaching Owner shall have a reasonable time in which to cure the material breach (the "Breaching Owner's Cure"), but in no event shall the Breaching Owner have less than thirty (30) days for the Breaching Owner's Cure. If the Breaching Owner fails to cure the material breach within the time given, then the Developer Owners shall have an additional reasonable amount of time to cure the Breaching Owner's breach (the "Developer Owner's Cure"), but in no event shall the Developer Owners have less than an additional thirty (30) days for the Developer Owner's Cure. Notwithstanding the foregoing, the Breaching Owner and the Developer Owners, as applicable, shall be afforded an additional reasonable period of time to cure the breach if cure is commenced within the time period and thereafter diligently pursued but cannot be completed within said time frame. Nothing in this Agreement shall limit the Town's authority to pursue other remedies as allowed by law.
- d) Termination or Modification by the Town. If the Breaching Owner or the Developer Owner fails to cure the material breach under Section 4.13(c), then the Town Council may elect to terminate or modify the Agreement after complying with mediation requirements as stated in Section 4.14. Any notice of



termination or modification or finding by the Town of a breach may be appealed to the Town Board of Adjustment in the manner provided by G.S. 160A-388(b1). Thereafter, the Breaching Owner and the Developer Owners may pursue any other rights and remedies available at law or in equity. If after mediation the Town Council elects to unilaterally modify the Agreement, the Developer Owners may elect for the Agreement to be terminated rather than accede to the Agreement with the modifications made by the Town Council by giving written notice to the Town within sixty (60) days after the proposed modification. In such event, Section 4.28(a), Section 4.28(b) and Section 4.28(c) shall apply and the Developer Owners have the right to file a termination in the Registry. Failure of the Town to conduct this Periodic Review shall not constitute a waiver by the Town of its rights to otherwise enforce the provisions of this Agreement, nor shall the Developer Owners or Parcel Owners or the Representative have or assert any defense to such enforcement by reason of such failure to conduct a Periodic Review.

4.14 Mediation. In the event any Participant believes another Participant is in default or is in material breach, the Participants shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating this Agreement. In the event of an impasse between the Participants in reaching any mutual agreement mandated by this Agreement, the Participants shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). If the Participants do not resolve the Claim through negotiation within 30 days of the date of the notice of default, the Participants agree to submit the claim to mediation pursuant to the following process:

- a) The non-defaulting Participant (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Participants may mutually agree.
- b) If Claimant does not submit the claim to mediation within thirty (30) days after notice of default, Claimant shall be deemed to have waived the claim, and the defaulting Participant (the "Respondent") shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Participant to the foregoing proceedings.
- c) If the Participants do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Participants met, that the Participants are at an impasse, and the date that mediation was terminated.
- d) If settlement does not occur and mediation is terminated, the Participants may pursue any and all actions at law and equity permitted under this Agreement subject to the right to notice and cure as provided in Section 4.13.

4.15 Development Timing and Moratoria. The Developer Owners, Parcel Owners and Representative may, but shall not be obligated to, Develop the Property pursuant to this Agreement. If any such Developer Owner, Parcel Owner or Representative so elects to Develop a portion of the Property, such Participant shall carry out the Development of such portion of the Property in such order and sequence as the



Developer Owners, Parcel Owners and Representative, as applicable, shall determine in its discretion, provided such does not violate an express provision of this Agreement. Phasing of the Development shall be based on sound engineering practices as determined by Developer Owners', Parcel Owners', if applicable, or Representative's engineers to ensure functional and safe street circulation and utility systems at all times. Phasing shall be based in such a way that all infrastructure improvements to be constructed within the Property will be provided when or before they are necessary for that phase of the Development. Absent an imminent threat to public health or safety, neither the right to develop nor the timing of Development shall be affected by a moratorium or suspension of development rights adopted by the Town except to the extent imposed by this Agreement or by supervening federal or state law, order, rule or regulation.

- 4.16 Default. Apart from the Periodic Review process set forth in Section 4.13 of this Agreement, the failure of the Developer Owners, a Parcel Owner, the Representative or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Participant or Participants to pursue such remedies as allowed under applicable law against the defaulting party, after following mediation requirements in Section 4.14 above, provided, however, that no termination of this Agreement may be declared by the Town or the Developer Owner absent its according to the Participant and the Developer Owners, on behalf of the defaulting Participant or a Parcel Owner, if applicable, the notice and opportunity to cure set out in Section 4.13 of this Agreement. A Parcel Owner shall not have the right to terminate this Agreement. A Participant believing another Participant to be in default shall provide notice of that default to the other Participant within fifteen (15) days of such default, and shall provide the defaulting Participant and the Developer Owners on behalf of the defaulting Participant, if a Parcel Owner, an opportunity to cure any default as provided in Section 4.13.
- 4.17 Force Majeure. In addition to specific provisions of this Agreement, neither the Developer Owners, Parcel Owners, the Representative nor the Town shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Participant's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities (excluding Participating Parties to this Agreement), epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Participant, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Participant's reasonable control or due to interference by another Participant, any date or times by which the Participating Parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Participant. If written notice of such delay is given to the other Participant after the commencement of such delay, an extension of time for such cause shall be deemed granted and will be agreed to by the Participating Parties in writing for the period of the enforced delay, or longer as may be mutually agreed.
- 4.18 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Developer Owners, any Parcel Owner, the Representative and the Town, or to impose any partnership obligation or liability upon such Participating Parties. Neither the Developer Owners, the Representative, any Parcel Owners nor the Town shall



have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Participant except for the participation by Representative on behalf of the Developer Owners and Parcel Owners as provided in this Agreement.

- 4.19 No Third Party Beneficiaries. The Agreement is not intended to and does not confer any right or benefit on any third party that is not a Participant.
- 4.20 Legal Actions. In addition to any other rights or remedies, and subject to the mediation requirements in Section 4.14, and further subject to the notice and right to cure provisions in Section 4.13, any Party may institute legal action against a defaulting Party or a defaulting Parcel Owner to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Orange, State of North Carolina, and the Participating Parties hereto submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction. In the event that it becomes necessary for a Participant to pursue a civil action against a defaulting Participant, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs from the defaulting party if such fees are awarded by a court of competent jurisdiction.
- 4.21 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor. Notice to a Parcel Owner shall be to the address designated in the deed conveying the Parcel to the Parcel Owner.

All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

Town Manager  
Town of Chapel Hill  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514  
919-969-2063 (fax)  
manager@townofchapelhill.org (email)

All notices, demands, requests, consents, approvals or communications to the Developer Owners shall be addressed to:



OBEY CREEK VENTURES, LLC.  
c/o East West Partners Management Company, Inc.  
Attn: Benjamin Perry  
1450 Environ Way  
Chapel Hill, North Carolina 27517  
919-967-0959 (fax)  
bperry@ewp-nc.com (email)

All notices, demands, requests, consents, approvals or communications to the Representative shall be addressed to:

OBEY CREEK VENTURES, LLC.  
c/o East West Partners Management Company, Inc.  
Attn: Benjamin Perry  
1450 Environ Way  
Chapel Hill, North Carolina 27517  
919-967-0959 (fax)  
bperry@ewp-nc.com (email)

- 4.22 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the Parties relative to the Property and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the LUMO as of the Effective Date.
- 4.23 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- 4.24 Assignment.
- a) After notice to the Town, the Developer Owners may at any time and from time to time assign their respective rights and responsibilities hereunder as provided in Section 2.7 to Persons as Developer Owners and as provided in Section 2.20 to Persons as Parcel Owners who will also retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer Owners or Parcel Owners. No assignment as to a portion of the Property will relieve the assigning Developer Owners or Parcel Owners of responsibility with respect to the remaining portion of the Property owned by the assigning Developer Owner or Parcel Owner for the period prior to the transfer without the written consent of the Town. However, the assigning Developer Owner or Parcel Owner will be relieved of any further obligations or responsibilities hereunder for the portion of the Property assigned for the period after the transfer. Any violation of the terms and conditions of this Agreement occurring after said transfer will be the responsibility of the then current Developer Owner(s) or Parcel Owner(s) of said Parcel(s) in violation.
  - b) The Developer Owners shall create a Master Owners Association to which some of the requirements of the Agreement shall be assigned. The responsibilities of the Master Owners Association shall continue after the expiration of this



Agreement. In the event the Master Owners Association shall fail to fulfill its obligations under this Agreement, its responsibilities shall be assumed by the Developer Owners or Representative, in which case said responsibilities shall be binding upon the Developer Owners and their successors and assigns, enforceable in accordance with the provisions of Section 4.11 of this Agreement.

- 4.25 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
- 4.26 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 4.27 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending such action; provided, however, each Participant shall retain the right to pursue its own independent legal defense.
- 4.28 Termination. This Agreement shall terminate on the earlier of the expiration of the term specified in Section 4.2 of this Agreement or a specific termination made by operation of the provisions of this Agreement, or by agreement of the Parties. Notwithstanding the foregoing, the Developer Owners shall have the unilateral right to terminate this Agreement upon any of the following: (i) change in the Developer Owner or Representative's plan for Development that renders this Agreement inapplicable; or (ii) there has been no Development on the Property; provided if termination is due to (i) above, Developer Owners shall complete any construction commenced pursuant to a Development Agreement Compliance Permit issued prior to the date of termination. Any Termination other than by expiration of the term shall be recorded in the Registry. Termination of this Agreement as to the Developer Owners and Parcel Owners shall not affect any of the following:
- a) any requirements to comply with the applicable terms and conditions of the LUMO, Development Agreement Compliance Permits, approval and acceptance of infrastructure improvements, and any applicable permits;
  - b) rights under this Agreement with respect to which a Development Agreement Compliance Permit has been issued by the Town Manager prior to the termination or expiration but for which construction is not completed by the expiration of the twenty (20) year term or not completed prior to termination; or
  - c) provided, if this Agreement shall have run for the entire 20 year term or if this Agreement has otherwise been extended or renewed, in accordance with the terms of this Agreement, the requirements and rights expressly specified in this Agreement with respect to Development Agreement Compliance Permits issued shall continue after termination of this Agreement.

In the event consideration is given to (i) suspension of this Agreement, (ii) termination of this Agreement, or (iii) suspension or termination of any approval of an individual Development Agreement Compliance Permit issued pursuant to this Agreement prior to completion of the twenty (20) year term of this Agreement, the Parties (and the Parcel Owner, if the Development Agreement Compliance Permit was issued for its Parcel) agree that each will identify appropriate representatives to meet and participate in good



faith negotiations and mediation as provided in Section 4.14, aimed at resolving the issues prompting that consideration.

- 4.29 No Deemed Waiver. Failure of a Participant to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Participant to exercise at some future time said right or any other right it may have hereunder.
- 4.30 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Participating Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect. Participating parties, having voluntarily agreed to be contractually bound, for themselves and their successors and assigns, accept all of the terms of the Agreement and confirm their belief that the terms are consistent with applicable law as of the Effective Date.
- 4.31 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind the Town or Obey Creek Ventures.
- 4.32 Transparency and Public Involvement. It is the intent of the Participating Parties that all aspects of the implementation of this Agreement shall be carried out in an open, transparent fashion with opportunities for effective and meaningful public involvement. The Town, the Developer Owners, the Parcel Owners, if any, and the Representative shall take reasonable steps to make information about all aspects of the implementation of this Agreement (including required studies, analysis, plans, reports, and applications which are public record) fully available for public review with the exception of any attorney-client privileged information, financing documentation, market analysis, internal financial documentation, reports, pro formas, returns or other personal information.
- 4.33 Estoppel. Each of the Participating Parties agrees, from time to time, within twenty (20) days after request of the other Participant, to deliver to the requesting Participant or such Participant's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Participant's knowledge, there are any existing defaults or matters which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Parties' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for the other's execution of this Agreement. In no event may any Party request from the other an estoppel certificate more than one (1) time in any twelve (12) month period other than in connection with a bona fide sale or financing of the Property or portion thereof, any interests in, or any assets of, any Party.
- 4.34 Parcels and Parcel Owners. This Agreement shall apply to the Property and to all Parcels and Parcel Owners, and by acceptance of a deed of conveyance, each subsequent Developer Owner and Parcel Owner agrees to abide by the terms and conditions of this Agreement; as a Developer Owner or Parcel Owner, as applicable to





their respective Parcel, any separate declaration of covenants, restrictions and conditions affecting the Property now or hereafter recorded in the Registry, or any documentation in connection with the recording of the deed conveying the Parcel to the Parcel Owner.

4.35 Representations and Warranties of the Developer Owners. The Developer Owners represent and warrant to the Town that:

- a) they are valid limited liability companies duly organized, validly existing and in good standing under the laws of the State of North Carolina;
- b) they are duly qualified to do business and are in good standing in every jurisdiction in which such licensing and qualification is required;
- c) they have the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- d) all of the Developer Owners and Parcel Owners of the Property, to the best of the Developer Owners' and Parcel Owners' knowledge, have or will execute, deliver and perform this Agreement.

**ARTICLE 5. SPECIFIC STANDARDS AND MITIGATION MEASURES**

The Parties do hereby agree to the specific standards and mitigation measures set forth in this Article. As provided in Section 3.25 of this Agreement, all of the buildings, roadways and other facilities proposed and required under this Article shall, unless specifically stated otherwise, be provided by the Developer Owners and not the Town.

5.1 Scale of Development and Uses Permitted.

- a) The Development shall occur in the Development Area within the Property zoned Development Agreement-1 as shown in Exhibit A.
- b) All buildings, development, green spaces, and Wilson Creek Preserve (see Section 5.12) must comply with Exhibit B and Exhibit J.
- c) The scale of development for the Developed Property shall be consistent with the Land Use, Building Heights, Sections, and Density provided for in Exhibit J.
- d) The placement of buildings on the Developed Property shall be generally consistent with Exhibit H.
- e) The floor areas and land uses permitted land uses at the Developed Property are limited to those as listed in the following chart and shall exclude Cemetery, College or University, Fraternity or Sorority dwelling, single-family homes (not including townhomes), and rooming houses:

Use and Floor Area					
	Total Floor Area	Residential Units	Retail Square Footage	Office Square Footage	Hotel Rooms
Minimum level of development	600,000	0 - 350	100,000 - 300,000	0 - 300,000	0 - 200
	1,400,000	250 - 650	225,000 - 475,000	150,000 - 500,000	0 - 300



Maximum level of development	1,600,000	250 - 700	225,000 - 475,000	150,000 - 600,000	0 - 400
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- f) Individual buildings shall comply with Exhibit J this Agreement and shall be reviewed and approved as described in Section 4.9 of this Agreement.
- g) Upon completion, a minimum of half of the rental residential units (excluding for-sale residential units) shall be age restricted to 55+ or 62+ years of age. Additionally, no more than 200,000 square feet of heated space shall be built as residential in the Developed Property without any non-residential uses.
- h) When the Development reaches 600,000 square feet, no more than 65% of the heated square footage shall be residential, and the Development shall maintain at least 35% of the square footage as non-residential uses. The heated area of the residential uses shall not exceed 390,000 square feet until non-residential uses reach a minimum of 210,000 square feet.
- i) When the Development reaches 1,400,000 square feet, no more than 60% of the heated square footage shall be residential uses, and the Development shall maintain at least 40% of the space as non-residential uses. The heated area of the residential uses shall not exceed 840,000 square feet until non-residential uses reach a minimum of 560,000 square feet.
- j) In order to be built to 1,600,000 square feet, the Development must have at least 45% non-residential uses. The heated square footage of the residential uses at the Development shall not be allowed to exceed 880,000 square feet or 700 residential units.
- k) Total PM peak vehicle trips shall not exceed the benchmark, as per Section 5.4 (c) 3 of this Agreement.

## 5.2 Affordable Housing.

### a) Ownership.

- 1) The Inclusionary Zoning Ordinance (Section 3.10 of the LUMO) as of the Effective Date or its successor as established by ordinance by the Town Council shall apply to the for-sale units in the Developed Property; provided, however, for purposes of the density bonus available under the Inclusionary Zoning Ordinance, the Town and the Developer Owner agree that sufficient bonus is granted through this Agreement. For each phase of development of ownership dwelling units, the required number of affordable dwelling units for that phase, according to the percentage specified in the Inclusionary Zoning Ordinance, will be provided in that phase.
- 2) Transfer Fee for For-Sale units. As a condition of the approval of this Agreement, the Developer Owner agrees that there shall be a transfer fee (the "Transfer Fee") imposed by the Town upon the sale or resale of residential units excepting designated affordable units within the Developed Property. The Transfer Fee shall be 1% of the sales price. Notice of the Transfer Fee shall be put in the chain of title for all for-sale units and the fee shall be put into a fund and held by the agency administering the affordable homeownership units to offset the expenses



it incurs in stewarding and managing the affordable units. Management duties covered by this fee include:

- (i) Collection of Transfer Fees and management of the Transfer Fee Fund;
- (ii) Direct project management assistance to owners of affordable units in making major repairs and up-fits to their units;
- (iii) Technical assistance to owners of affordable units who experience financial difficulties, in order to prevent foreclosures;
- (iv) Management of property tax assessments and bills for the affordable units, which undergo a unique process designed for leasehold properties;
- (v) Intervention in and mitigation of any nuisance or criminal behavior that might occur in the affordable units;
- (vi) Assistance in resolving disputes between owners of affordable units and the home owners association; and
- (vii) Collection and management of fee which pays for long-term, major maintenance of the units.

b) Rental.

- 1) A total of 5% of the rental units within the Developed Property shall be made available as affordable rental properties. Housing subsidy vouchers shall be accepted for all affordable units.
- 2) One-half of the affordable rental units shall be made available to households eligible for housing vouchers (i.e. Housing Choice Vouchers; Veterans Affairs Supportive Housing Vouchers) and rented at Fair Market Rents as determined by the U.S. Department of Housing and Urban Development for the Durham-Chapel Hill Metropolitan Statistical Area (MSA).
- 3) One-half of the affordable rental units shall be priced to be affordable to households earning between 60% and 80% of the area median income (AMI) and rented for no more than 30% of total household income.
- 4) The Developer Owner or Representative shall notify the Orange County Affordable Housing Coalition and the Office of Housing and Community at the Town of Chapel Hill, or their successors, about the availability of affordable units at the time that the units become available.
- 5) Management. Prior to receiving a Certificate of Occupancy for each residential building at the Developed Property, the Developer Owners or Parcel Owners shall submit a management plan for review and approval by the Town Manager which includes the method of qualifying renters of the affordable units and setting the rental rates for the half of the units made available to renters earning between 60% and 80% of AMI.
- 6) Parking Spaces. The rental rate for each affordable rental unit shall include at least one parking space associated with the unit and located within the parking area or structure serving the building where the affordable unit is located.
- 7) Size of units. A combination of efficiency/studio, one bedroom, and two bedroom units shall be provided as affordable rental units, with



distribution of unit types and sizes relatively proportional to the full array of rental units on the site. The minimum size of affordable rental units shall be:

- (i) 450 square feet for studio apartments
- (ii) 500 square feet for one-bedroom apartments
- (iii) 750 square feet for two-bedroom apartments

8) Conversion of Units to For Sale.

- i. Conversion of rental units to homeownership will be considered a minor amendment to this agreement.
- ii. When any market rate rental units are converted to for-sale units, the converted units must provide a percentage of affordable units equal to the percentage required under the Inclusionary Zoning Ordinance or other affordable housing policy in effect at the time of conversion.
- iii. Any affordable rental units which are converted to for-sale units must remain affordable. Affordable rental units converted to for-sale units may count toward meeting the overall percentage of affordable units required under the Inclusionary Zoning Ordinance or other affordable housing policy in effect at the time of conversion.
- iv. All units converted to for-sale units which are required to be affordable units shall be affordable to the income levels as established by the Inclusionary Zoning Ordinance or other affordable housing policy in effect at the time of conversion.
- v. All units converted to for-sale units which are required to be affordable units shall be restricted to owner-occupancy.
- vi. For purposes of the density bonus available under the Inclusionary Zoning Ordinance, the parties agree that sufficient bonus is granted through this Agreement.
- vii. Any payments in lieu made on behalf of the rental units converting to for-sale units shall be credited to the requirements upon conversion.
- viii. All units converted to for-sale units which are required to be affordable shall remain subject to the applicable Inclusionary Zoning Ordinance provisions for a period of at least ninety-nine (99) years or as long as permissible by law; provided that said time period shall be reduced by any period during which said unit or units were provided as affordable rental units prior to conversion.

9) Term of Affordability for Rental Units. Units created under this section will be affordable for ninety-nine (99) years.

10) Loss of Vouchers/Subsidies. If vouchers and/or subsidies required to maintain the affordability of the rental units established by this section shall cease to exist or cease to be available to residents of Orange County, the Developer Owners or Parcel Owners will notify the Town Manager as soon as reasonably possible. If the vouchers are lost, the



- units will be made available to individuals earning between 60 and 80% of AMI and the rental rate will be established at the Fair Market Rent.
- 11) Inability to Locate Tenants. In the event that a voucher-eligible unit remains unoccupied for a period of sixty (60) days from when the previous lease ends after reasonable attempts to find a suitable tenant have been made, then the unit may be leased to a resident earning between 60% and 80% AMI for no more than 30% of total household income for up to one year. If, after an additional thirty (30) days, no suitable tenant is found after reasonable efforts, the unit may be leased for up to one year at market rates. Upon expiration of the initial lease, the unit shall convert back to a voucher-eligible unit or a different unit will be made voucher-eligible in the event the tenant wishes to stay beyond the initial lease. In the event a unit available for tenants earning between 60% and 80% AMI remains unleased for a period of sixty (60) days and reasonable attempts to find a suitable tenant have been made, the unit may be rented at market rates for a period of up to one year. At the end of the initial lease-term, the unit shall convert back to an affordable unit for individuals earning between 60% and 80% AMI or a different unit shall be offered as affordable in the event the tenant wishes to stay beyond the initial lease.
- 12) Annual Report. Each year, the Developer Owners or Parcel Owners will be required to submit an annual report. The annual report will include cumulative information about the for-sale and rental affordable units in the Developed Property, how affordability is being monitored, data about the occupants of the rental properties including the income level and rent levels, and the total number of rental units built each year.
- c) Development Agreement Compliance Permit Submittal.
- 1) The following information must be submitted with the Development Agreement Compliance Permit application for any phase of for-sale or rental residential units within the Developed Property:
- (i) The total number of market rate units and the number of affordable dwelling units in that phase, as defined in this Agreement.
  - (ii) The number of bedrooms and bathrooms in each affordable unit in that phase.
  - (iii) The approximate square footage of each affordable unit in that phase.
  - (iv) The approximate location within any subdivision of land of each affordable unit in that phase.
  - (v) The pricing for each Affordable Dwelling Unit in that phase. The pricing or rental rate of each unit or lot shall be determined prior to issuing a Development Agreement Compliance Permit. At the time of sale, this price may be adjusted if there has been a change in the median income or a change in the formulas used in this ordinance.
  - (vi) Documentation and plans regarding the exterior appearance, materials and finishes of the development of each of the affordable units in that phase, unless it is



stated that the market rate units and affordable units shall have identical exterior finishes.

- (vii) Any and all other information that the Town Manager may require that is needed to demonstrate compliance with the Town's affordable housing policies.

### 5.3 Stormwater Management.

- a) Stormwater management shall be integrated into the site, building, and landscape design. Stormwater management strategies shall be coordinated and applied in a comprehensive manner across the entire Property.
- b) Nothing in this Agreement is intended to preclude the use of new or innovative stormwater technologies in the Development of the Property. In order to meet the design criteria of this Agreement the stormwater treatment facilities shall be designed according to the North Carolina Department of Environment and Natural Resources (NCDENR) Stormwater Best Management Practices Manual and the Town of Chapel Hill Design Manual standards, as amended. If the specifications or guidelines of either design manual are more restrictive or apply a higher standard than the other, or other laws or regulations, the more restrictive specifications or guidelines shall prevail.
- c) The initial Development Agreement Compliance Permit application submitted for the Development of the Developed Property shall include a Stormwater Management Plan and Report, which clearly identifies the stormwater impacts associated with the Property and clearly documents how those stormwater impacts will be mitigated by the stormwater management strategies and facilities identified in the application. The Stormwater Management Plan and Report shall clearly demonstrate compliance with the design criteria specified in this Agreement.
  - 1) Peak Discharge Rate Limits. The post-development stormwater runoff peak discharge rate shall be controlled such that the post-development runoff peak discharge rate at all locations where stormwater runoff exits a treatment subbasin west of Wilson Creek and the Developed Property shall not exceed the pre-development (existing conditions) stormwater runoff peak discharge rate for the local 1-year (2.88 inches), 2-year (3.60 inches), 25-year (6.41 inches) 24-hour duration storm events.
  - 2) 2-Year Volume Control. At each location where the stormwater exits the Property, the difference in the runoff volume generated by 2-year (3.60 inches) frequency, 24-hour duration storm event in the post-development conditions and runoff volume generated by the same storm event in the pre-development conditions shall be managed on-site by hydrologic abstraction or reuse. If all of the volume cannot be managed on-site by hydrologic abstraction or reuse, the remaining volume shall be released over a period of 2 days to 5 days.
  - 3) 85% Total Suspended Solids (TSS) Removal Stormwater treatment shall be designed to achieve average annual eighty-five (85) per cent total suspended solids (TSS) removal and must apply to the volume of post-development runoff resulting from the first one-inch of precipitation from new impervious surfaces resulting from Development of the Property.
  - 4) Nutrient Export Limitation per Jordan Watershed Stormwater Management for Development. Nitrogen and Phosphorus exported from



the Developed Property shall not exceed 2.2 pounds/acre/year and 0.82 pounds/acre/year, respectively. All other aspects of the “Jordan Watershed Stormwater Management for New Development”, as specified in Section 5.19 of the LUMO, as amended by the Town and NCDENR, including provisions for offset payments and annual inspection report shall apply to Development and shall include a summary of maintenance and inspection expenditures. Inspection must be performed by a North Carolina-registered Professional Engineer.

- 5) Watershed Protection District: Construction at the Property shall comply with Section 3.6.4 of the LUMO, as of the Effective Date and all applicable State regulations, as amended.
- d) In addition to the design criteria specified in this Agreement, the Stormwater Management Plan and Report shall show that the Property will comply with the Low Impact Development practices specified in Section 5.3(j) of this Agreement. Additionally, the Stormwater Management Plan and Report and the Developed Property must comply with the applicable NPDES requirements and all applicable Federal and State and local stormwater and environmental rules.
- e) Upon completion of the construction of stormwater management facilities for any sub-basin identified in the Stormwater Management Plan and prior to issuance of a certificate of occupancy for the first building completed within that sub-basin, the Developer Owners, Parcel Owners or Representative shall provide to the Town of Chapel Hill, the following:
  - 1) A copy of the final plat or easement exhibit, signed and sealed by a North Carolina-registered Land Surveyor and recorded by the Orange County Register of Deeds, showing the “Stormwater Facility Easement(s)”, the stormwater management facility(ies), and the maintenance access locations. For purposes of maintenance, the maintenance access must be shown on the exhibit and extend from the “Stormwater Facility Easement” to the nearest public right-of-way. The following notes must be included on the recorded final plat or easement exhibit.
    - (i) All engineered stormwater management control, treatment, and conveyance structures located on or below the ground shall be wholly contained within an easement entitled: “Reserved Stormwater Facility Easement Hereby Dedicated” and shall be reserved from any Development which would obstruct or constrict the effective management, control, and conveyance of stormwater from or across the property, other than the approved design and operation functions.
    - (ii) The Reserved Stormwater Facility Easement(s) and the facilities it/they protect are considered to be private, with the sole responsibility of the Developer Owners and/or Parcel Owners to provide for all required maintenance and operations as approved by the Town Manager.
    - (iii) The Reserved Stormwater Facility Easement and the Operations and Maintenance Plan are binding on the Developer Owners and/or Parcel Owners.



- 2) A copy of the recorded maintenance covenant (“Operations and Maintenance Plan”), signed by the Developer Owners and Parcel Owners, if any, and recorded by the Orange County Register of Deeds, for the stormwater management facility(ies). The Operations and Maintenance Plan must include a description of the device(s) or structure(s), an inspections checklist, and operating and maintenance procedures. The plan shall identify contact information, who will perform the inspections, frequency of inspections, inspections and maintenance logs, any specific equipment needs or certifications (e.g., confined space certification), action levels or thresholds (e.g., remove sediment after depth exceeds one foot), and disposal methods.
  - 3) Certified as-built plans, signed and sealed by a North Carolina-registered Professional Land Surveyor, showing building footprints, driveways, all other impervious surfaces, stormwater drainage/conveyance piping, and stormwater management structures. The as-built plans shall be in DXF binary format using State plane coordinates and NAVD 88.
  - 4) Certification, signed and sealed by a North Carolina-registered Professional Engineer, that the stormwater management facility(ies) was/were constructed in accordance with the approved plans and specifications.
  - 5) Maintenance bond or other surety instrument satisfactory to the Town Manager, in an amount equal to one hundred twenty-five (125) percent of the construction cost of each stormwater management facility to assure maintenance, repair, or reconstruction necessary for adequate performance of the stormwater management facility or establish a stormwater maintenance (sinking fund) budget and escrow account in accordance with the requirements of Section 5.19 of the Land Use Management Ordinance.
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- f) Subject to approval by the Town Manager’s designee and an encroachment agreement with the Town, only conveyance of stormwater appurtenant to site stormwater management facilities may be located in any street right-of-way maintained by the Town. Retention, detention, and water quality treatment to meet site stormwater regulations are prohibited within the public right-of-way.
  - g) All stormwater runoff from the Property will be detained and treated prior to entering or crossing the RCD Managed Zone or Stream Zone. No stormwater from the west side of Wilson Creek will be diverted to the east side of Wilson Creek. Stormwater treatment facilities may be constructed in Wilson Creek Preserve only for treatment of stormwater runoff generated from approved uses in the Preserve.
  - h) Monitoring of Wilson Creek will be conducted throughout the Wilson Creek Preserve for the purpose of documenting any changes (or lack thereof) in geomorphology and in-stream sediment and erosion conditions on Wilson Creek. Initial measurements shall be taken prior to any land clearing. Once Development begins, monitoring should occur annually at the same time each year and shall continue for five (5) years after construction is complete. The Developer Owner or Representative shall pay for the monitoring of Wilson Creek.
  - i) Geomorphic monitoring of Wilson Creek will be conducted throughout the Wilson Creek Preserve for the purpose of documenting any changes (or lack thereof) in geomorphology and in-stream sediment and erosion conditions on Wilson Creek. Initial measurements shall be taken previous to the occurrence of any land





clearing. Once Development begins, monitoring should occur annually at the same time each year and shall continue for five (5) years after construction is complete.

j) The monitoring will utilize three cross-section locations. The most upstream cross-section will act as a "control" for the other two cross-sections to detect whether changes in those cross-sections are due to local conditions or wider watershed conditions. Additionally, the monitoring and cross-sections will comply with the following criteria:

- 1) Three cross-sections will be located on Wilson Creek at the following locations:
  - i. North of the southernmost boundary of the Property and north of the road culvert to be replaced;
  - ii. South of the northernmost boundary of the Property;
  - iii. At an intermediate point between the two locations identified above in (i) and (ii).
  - iv. The monitoring stations will be located at riffle areas; if suitable riffles are not available near to the aforementioned points, stations will be located at runs.
- 2) Both ends of the cross-sections shall be semi-permanently marked such that these ends can be easily found each year. Cross-section endpoints shall be located at the far edges of the floodplain or lowest terrace.
- 3) Cross-section surveys shall measure bank and bed elevations at no greater than a one-foot interval apart in the bank and channel areas (including high banks above natural bankfull) in order to capture fine-scale changes in the channel. Measurement locations above the high bank can be made at breakpoints as available.
- 4) A pebble count shall be conducted at each cross-section at the time of monitoring. If materials are too fine, a sieve analysis shall be done.
- 5) Photographs shall be taken at each cross-section end at the time of monitoring, including a minimum of one facing upstream and one facing downstream on each bank.
- 6) Three additional semi-permanently-marked photography points shall be established downstream of the points where treated stormwater would enter Wilson Creek. These points shall be placed such that upstream shots capture the confluence area.

k) Ecological monitoring of Wilson Creek and its major tributary in the Wilson Creek Preserve will be conducted for the purpose of documenting any changes (or lack thereof) in benthic community composition and abundance. An initial assessment in early 2016, and a final assessment five years (or at an alternate time determined by Town staff) after completion of construction, will be conducted at two sites – one on Wilson Creek and another on the major eastern tributary in Wilson Creek Preserve. The assessments will be conducted by Town staff or assigns using DENR biological protocols in coordination with other biological monitoring conducted by the Town. Prior to issuance of the first Development Agreement Compliance Permit the Developer shall submit a \$2,000 payment-in-lieu to cover the total cost of sampling and organism



identification for the two sites and two sampling times. A summary of monitoring activities should be included in each Annual Report.

- l) The Developed Property will be designed to incorporate the following Low-Impact Development (LID) practices in order to provide stormwater infiltration and facilitate stormwater reuse. These LID practices are supplemental to the design criteria requirements of Section 5.3(c), and are stipulated to provide stormwater mitigation results beyond the current Town of Chapel Hill stormwater treatment requirement.
- 1) Tree planter/infiltration zones will be located along all internal streets where planted within 12' or wider sidewalks. These zones shall be designed to capture and route excess stormwater runoff through permeable soils and will provide additional water detention and filtration beyond that required by current standards. A minimum of 125 tree planter/infiltration zones, each with a minimum of 300 cubic feet (CF) of free soil or structural soil, will provide for infiltration equal to or exceeding 5% of the sidewalk areas in which they are located.
  - 2) Tree planter/infiltration zones may utilize any combination of tree grates, areas of free soil open to the air, or areas of suspended permeable pavers. Impervious sidewalk pavement suspended over free soil may also be used provided it is designed to accept the requisite volume of stormwater for which it is intended. The design for the tree planter/infiltration zones will include an underdrain to keep the soils from becoming oversaturated. The soil will have a minimum permeability of 2 inches/hour.
  - 3) Level spreaders and vegetated filter strips will be incorporated into the final stormwater management design in order to reduce the bypass and increase infiltration at each storm water outlet. Preliminary design analysis indicates four locations will be needed to balance dispersion objectives and to minimize impact to the RCD. Designs shall provide for increased performance over baseline standards by spreading the runoff from at least the first 2 inches of rainfall on the site (as compared to the standard of the first inch of rainfall as is normal from the discharge of a stormwater facility). This would provide effective pollutant removal and infiltration for approximately 95% of all rainfall events.
  - 4) Regenerative Conveyances will be incorporated in the final designs provided site conditions within the RCD are suitable for their use. A site analysis will be provided as a part of the preliminary design for evaluation by Town Staff. Regenerative conveyances will be used where practical to provide conveyance from the site stormwater discharge points to Wilson Creek.
  - 5) High efficiency irrigation which utilizes captured stormwater or other non-potable reclaimed water (e.g. Orange Water and Sewer Authority (OWASA) reclaimed water) for primary irrigation needs will be provided. Irrigation storage capacity will be provided in addition to that required for detention of the design storm. Storage volumes will be provided during final design once plant species and areas are able to be quantified.



## 5.4 Transportation.

### a) General Provisions.

- 1) All roads and streets within the Developed Property that may support public transit in the future shall be designed and constructed to meet Town standards for such use unless otherwise approved by the Town Manager. All improvements on US Highway 15-501 shall be designed according to the Urban/Suburban Boulevard guidelines in the July 2012 NCDOT *Complete Streets Planning and Design Guidelines*, subject to NCDOT approval. All pedestrian, bicycle, and greenway facilities within the Developed Property shall be designed and constructed to meet Town standards unless otherwise approved by the Town Manager. For all sidewalk, bicycle, and greenway facilities, easements will be granted to the Town and the public for public use.
- 2) Transit stops, transit passenger amenities, bus turnouts, or other transit facilities necessary to support the provision of safe, accessible and efficient public transit shall be incorporated into the design and construction of all applicable new roads within the Developed Property. Appropriate parking restrictions shall be applied and enforced within bus stops. Transit stop design shall be consistent with Town standards or unless otherwise approved by the Town Manager.
- 3) Each Development Agreement Compliance Permit application will include information about the phasing of the appropriate roadway network connections and infrastructure to support occupancy of each building.
- 4) Layout of roads shall be generally consistent with Exhibit H. If improvements are proposed to circulation within the Developed Property, those improvements shall preserve an appropriate balance between bicycle, pedestrian, and vehicular traffic.
- 5) Sidewalks in the Developed Property shall be built to standards required under the Americans with Disabilities Act including where the sidewalks cross driveways. A sidewalk shall not be required to be altered if there is no Development adjacent to the sidewalk.
- 6) Pedestrian refuge islands shall be provided in crosswalks, subject to NCDOT approval where necessary, for all crossings of 6 lanes or more.
- 7) The Representative will be responsible for repairing roads damaged by construction of the Developed Property.
- 8) All roads and streets within the Developed Property, while privately owned, are public vehicular areas and subject to all applicable State and Town laws and ordinances.
- 9) Roads and amenities along the US 15-501 frontage shall be extended to the northern-most and southern-most property lines to provide connectivity. Final design is subject to NCDOT and Town approval.
- 10) Wilson Creek Lane shall be extended to the southern-most property line or RCD boundary to provide connectivity. Final design is subject to Town approval.

### b) Construction Management Plan.



- 1) Each Development Agreement Compliance Permit application shall include a construction management plan. The construction management plan shall, at a minimum:
  - i. Demonstrate how construction vehicle traffic will be managed and where the construction vehicle routes will be located.
  - ii. Identify any impacts to bicycle, pedestrian, vehicular, or Transit routes and/or facilities and indicate how these impacts will be mitigated.
  - iii. Show parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods.
  - iv. Identify construction staging and material storage areas.
  - v. Identify construction trailers and other associated temporary construction management structures.
  - vi. Indicate how Development will comply with the Town's Noise Ordinance (see Section 5.20 of this Agreement).
  - vii. Propose times and days when construction and noise from the Development are permitted.
  - viii. Indicate that the construction management plan will provide a phone number for noise notifications during the construction period. The Developer Owner or the Parcel Owner will post a sign on-site stating that noise issues can be reported by calling the posted phone number.
  - ix. Submit written confirmation that Representative has provided information to contractors and subcontractors regarding noise mitigation requirements for Development for contractor and subcontractor review and compliance with same.

c) Traffic Impact Study (TIS).

- 1) Benchmark Set: The TIS for the Developed Property (see Exhibit K) was prepared and submitted in April 2014. Several Amendments to April 2014 TIS were prepared (see Exhibit K). The Benchmark is within +100 trips of PM peak hour trips (see Exhibit L).
- 2) Each Development Agreement Compliance Permit shall include a calculation of the cumulative trips generated by the Developed Property. Development that exceeds the Benchmark set above shall not be approved without a Major Modification.
- 3) Annual Trip Generation Report: Each Annual Report shall include a trip generation table using the 9<sup>th</sup> edition of the I.T.E. Manual showing the following:
  - i. Land use type built and a location map of the buildings;
  - ii. Land use type and location for buildings anticipated to begin construction in the next year;
  - iii. Comparison of trip generation table with the trips generated in the TIS dated April 2014.
- 4) Subsequent TIS updates:





- i. High visibility thermo-plastic pedestrian crosswalks and pedestrian signals on all approaches at Market Street/US Highway 15-501 and Sumac Road/US Highway 15-501 intersections;
  - ii. Incorporation of APS Equipment to all traffic signal upgrades.
  - iii. Bicycle activated loops on all approaches to the side streets at Market Street/US Highway 15-501 and Sumac Road/US Highway 15-501 intersections.
- 4) Improvements to be made prior to the issuance of the first Certificate of Occupancy of any building south of Sumac Road include:
  - i. Slip street to be constructed;
  - ii. All remaining on-site roads and bicycle/pedestrian facilities to be completed;
  - iii. All remaining frontage improvements along US 15/501 not previously constructed, including turn lanes for any secondary entrances or exits, to be completed.
- 5) Slip Road.
  - i. If the slip road is allowed by NCDOT to connect to Sumac Road, there shall not be a left-turn movement onto US Highway 15/501 and Sumac Road from the slip road.
  - ii. If the slip road is not allowed by NCDOT for the full length between Middle Street and Sumac Road, it shall be allowed to divide the block between Middle Street and Sumac Road and onto Main Street.
- 6) The Developer Owner or Representative shall construct on-site roads and bicycle and pedestrian facilities along US 15/501 between Market Street and Sumac Road which shall include the following:
  - i. Construction of sidewalks across the Developed Property frontage and continue along the Developed Property currently owned/occupied by Strata Solar, provided there is adequate width in the NCDOT right-of-way;
  - ii. Install Thermo-Plastic Sharrow Markings on all interior streets that do not have designated bike lanes;
  - iii. Install bike lanes on Market Street and Sumac Road between US Highway 15-501 and Main Street;
  - iv. Pedestrian walkways on both sides of every street as designated in Exhibit J;
  - v. No changes are proposed by the Developer to the existing bike lanes in US Highway 15/501.
- 7) Improvements at US 15/501/Market Street/Site Driveway.
  - i. Construction of southbound left turn lane(s) with NCDOT required full storage length and appropriate tapers on US 15/501.



- ii. Construction of a second exclusive westbound left turn lane with appropriate tapers on Market Street if right-of-way permits and if required by NCDOT.
  - iii. Construction of an exclusive northbound right turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15-501.
  - iv. Construction of dual ingress lanes and three egress lanes consisting of one exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with NCDOT required full storage length on the site access.
  - v. If required by NCDOT, provision of a minimum 300' protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.
- 8) Improvements at US 15/501/Sumac Road/Site Driveway.
- i. Full access at Sumac Road, generally consistent with the site map (see Exhibit H), subject to NCDOT approval of final design and driveway permits.
  - ii. Construction of an exclusive southbound left turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15/501.
  - iii. Construction of an exclusive northbound left turn lane with NCDOT required full storage length and appropriate deceleration tapers on US 15/501.
  - iv. Construction of an exclusive northbound right turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15-501.
  - v. Construction of two ingress lanes and two egress lanes with NCDOT required full storage on the site access.
  - vi. Provision of a minimum of 300' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access, if required by NCDOT.
  - vii. Additional right-of-way requirements on property owned by others shall not be required of the Developer Owner for this Property.
- 9) US 15-501/Service Lane (south driveway).
- i. Shall be constructed to right-in only from US 15-501.
  - ii. West-bound traffic on the service lane shall turn right onto the frontage road and shall not enter US 15-501.
- 10) Middle Street.
- i. Shall have a right-turn from the Frontage Road to 15-501.
  - ii. Shall not have a right-turn in from US 15-501.
- 11) US 15-501/Culbreth Road/Mt. Carmel Church Road.



- i. Restripe existing westbound Mt. Carmel Church Road approach for a shared left-turn/through lane and dual right-turn lanes.
    - ii. Upgrade traffic signal plan as required by NCDOT and Town.
- e) Transit Improvements.
  - 1) The Developer Owner or Representative shall make an annual contribution of \$0.02 per square foot of completed heated building area to help fund transit service to the Property and Southern Village area. This contribution shall be made for the term of this Agreement and shall be adjusted each year on July 1<sup>st</sup> for any new buildings completed in the past twelve (12) months. The payment shall be made no later than September 1<sup>st</sup> of each year.
    - i. The first payment shall be made upon issuance of the first Certificate of Occupancy;
    - ii. The \$0.02 contribution shall be adjusted annually with the Consumer Price Index (CPI) category "all urban consumers";
    - iii. All payments made from three years after the Effective Date of this Agreement, provided a Certificate of Occupancy for the Developed Property has been issued, shall be no less than \$10,000.
  - 2) A bus pull-out shall be constructed between Sumac Road and Market Street along the northbound lanes of US 15-501, in a location to be agreed upon with Chapel Hill Transit and the Town Manager.
  - 3) Bus facilities shall be built to the standard required by Chapel Hill Transit and shall accommodate any future design related to the implementation of bus rapid transit service.
  - 4) If desired by Chapel Hill Transit, a second bus pull-out along the northbound side of US 15-501 shall be constructed near the southern boundary of the Developed Property prior to issuance of the Certificate of Occupancy for the southern-most building in the project.
- f) Other Transportation-Related Contributions.
  - 1) A contribution of \$250,000 shall be made to the Town, with 50% of the payment prior to the approval of the first Development Agreement Compliance Permit and the second 50% paid or at the time of design or installation of a project identified by the Town Council, as described below or prior to approval of the third Development Agreement Compliance Permit, whichever comes first.
  - 2) The Council may choose to use the funds for the following improvements:
    - i. South Columbia Street and US 15-501/NC 54 Westbound Interchange.
      - (i) Extend the storage lengths of the existing dual left turns of the off-ramp as required by NCDOT.





- (ii) Restripe the existing South Columbia and US 15-501 Fordham Blvd. interchange, from Purefoy Road to Mt. Carmel Church Road as shown in Exhibit M.
- ii. A traffic study and/or installation of traffic calming measures on Dogwood Acres Drive provided that:
  - (i) State statute and NCDOT requirements have been met for formation by the property owners on and around Dogwood Acres Drive of a legal entity to do the following:
    - a. Petition NCDOT for traffic calming;
    - b. Maintain the traffic calming improvements.
  - iii. Design and install a pedestrian and bicycle crossing of US 15-501/Fordham Blvd. at Oteys Road, including the provision of a HAWK signal, as shown in Exhibit N.
  - iv. At a future date, the Council may make a determination on which improvements to fund and at what level.

#### 5.5 Fiscal Impacts.

No more than 20% of the square footage of buildings on the Developed Property shall be committed to a tax-exempt use and none of the buildings on the Developed Property shall be committed to a tax-exempt use other than a Town Council-approved tax-exempt use. This Section shall not apply to any public rights of way, property dedicated to and accepted by the Town of Chapel Hill, or any tax-exempt entity that provides payments in lieu of ad valorem property taxes owed to the Town and County in an amount equal to the amount of taxes that such an entity would otherwise be required to pay to the Town and County if such an entity were not considered to be tax-exempt. Pursuant to Section 5.26 of this Agreement, the Developer Owners and Parcel Owners, if any, or the Representative on behalf of the Developer Owners and Parcel Owners, if any, shall inform the Town in the Annual Report as to whether the Developer Owner of each building located within the Developed Property is considered to be tax-exempt.

#### 5.6 Design Standards and Public Art.

- a) Design Standards for transparent window coverage, drive-through windows, signage (including Wayfinding signage), waste collection and loading functions, green building features, and other building and site design details are detailed in the Exhibit J.
- b) Public Art in the Developed Property, if provided, shall be installed and maintained by the Developer Owners or Representative. Public Art installations that occur will be in a place visible by and to the public whenever possible. The Developer Owners or Representative will consult with the Town of Chapel Hill Public and Cultural Arts Office or its successor to discuss options for public art as the Development moves forward. Additional information included in Exhibit J.

#### 5.7 Public Schools.



- a) The Schools Adequate Public Facilities Ordinance (SAPFO) shall apply to the Developed Property and a summary of impact fees shall be included in the Annual Report.
- b) The Developer Owner or Representative shall engage in conversations with the Chapel Hill-Carrboro City School Board regarding appropriate contribution of land and/or financial support for educational purposes.
- c) The Developer Owner or Representative shall include an update on these conversations and any decisions in the first Annual Report (see Section 5.26).

#### 5.8 Open Space and Parks.

- a) The Property will incorporate open space, parks and recreation areas as an integral part of the Property. These amenities shall be coordinated and applied in a comprehensive manner across the entire Property. Additional details for the open spaces are provided in Exhibit J to this Agreement. This section sets forth the requirements governing open space, parks and recreation areas associated with the Property. The Developer Owner shall make the parks available in a condition that protects the general safety and welfare of the public.
- b) Designated parks shall remain parks and not be developed for other uses.
- c) The design for individual parks shall be approved by the Town Manager prior to the construction of the parks and open spaces. The plans for the parks shall include information regarding amenities, utilities, hardscape, stormwater management facilities, plantings, bicycle parking, signage, lighting, and additional information as appropriate.
  - 1) Wilson Creek Preserve (see (2)(i-iii) below), which contains the Quarry, shall be preserved in perpetuity through a deed to the Town of Chapel Hill for preservation and recreation and additional conservation measures that are taken by the Town of Chapel Hill upon receipt of said deed.
  - 2) The Wilson Creek Preserve shall exclude the following:
    - i. Approximately 2.9 acres of isolated property north of the parcel with the Parcel Identifier Number 9787243925 and east of Wilson Creek Managed Use Zone;
    - ii. A 100 foot buffer strip extending from the western limits of (2)(i) above to 15-501
    - iii. A 100 foot buffer along the southern boundary west of Wilson Creek common to the parcel with the Parcel Identifier Number 9787028120 and extending to US Highway 15-501.
  - 3) A linear park along Wilson Creek Lane will include all lands from Wilson Creek Lane to the Wilson Creek Preserve, hereinafter referred to as "Wilson Creek Park" and totaling approximately 3 acres, as shown in Exhibit J.
  - 4) Overlook Park shall be located along Wilson Creek Lane.
  - 5) A neighborhood park space, hereinafter referred to as "Highland Park," shall consist of a minimum of 1.2 acres, as shown in Exhibit J. The park shall be suitable for both passive and active recreation and shall be designed as a community gathering space. Highland Park shall include a water feature, and public-access restrooms shall be provided adjacent or accessible to Highland Park with appropriate signage. The restrooms



- shall be maintained by the Developer Owner or Representative for the term of this Agreement and beyond the expiration of this Agreement. The Parks, Greenways, and Recreation Commission shall be consulted on the design of the water feature at Highland Park.
- 6) Wilson Creek Preserve, the Quarry in Wilson Creek Preserve, Overlook Park, and Highland Park shall be open to the public at the issuance of the Certificate of Occupancy for the first free-standing building on the Developed Property.
  - 7) Prior to issuance of the Certificate of Occupancy for the first free-standing building on the Developed Property, the following conditions shall be met:
    - i. Town approval of the park plan;
    - ii. The single pedestrian/maintenance bridge over Wilson Creek is constructed;
    - iii. The quarry restoration is complete;
    - iv. At least one trail to the quarry has been constructed;
    - v. A deed for the Wilson Creek Preserve has been submitted to the Town.
  - 8) The Developer Owner or Representative shall maintain the pedestrian/maintenance bridge over Wilson Creek beyond the expiration of this Agreement.
  - 9) The Wilson Creek Linear Park shall be available to the public as immediately adjacent townhouse buildings are issued Certificates of Occupancy.
  - 10) The paved sidepath, built to AASHTO or NACTO standards, shall be provided along the Developed Property's entire frontage of US Highway 15-501. In areas where gaps in the property lines exist the developer shall build the sidepath within NCDOT's right of way, if NCDOT grants permission for such construction. Construction of each segment of the sidepath shall be completed at the same time as adjacent buildings.
- d) The Developer Owner and Parcel Owners shall grant a public access easement to the Town over all parks, greenways, trails, and sidepaths. The easements shall make all such facilities available to the public; permitting public use of the parks subject to the Town's normal rules of use. Park identification signage shall include language indicating that public access to the park is permitted.
  - e) The Developer Owner or Representative shall maintain the open space and parks for the term of this Agreement and beyond the expiration of this Agreement.

#### 5.9 Recreation Areas.

- a) Recreation space requirements as required in the LUMO are satisfied by the provision of the Wilson Creek Preserve (see Section 5.12) and parks proposed as illustrated in Exhibit J.
- b) Recreation areas designed for use by residents or patrons may include indoor areas as well as active outdoor areas.
- c) Recreation areas shall include dedicated site furniture including benches, trash receptacles, and lighting unique to specific spaces.



- d) All recreation areas on the west side of Wilson Creek shall comply with all American with Disabilities Act (ADA) guidelines for accessibility. This includes the path from Overlook Park to the pedestrian bridge in the Wilson Creek Preserve. Any recreation facility located on the east side of Wilson Creek that can be accessed via an ADA-compatible path or drive shall comply with all ADA guidelines for accessibility. However, natural surface trails and other recreation facilities that are remote from ADA parking and access paths will not be required to be ADA accessible.

#### 5.10 Greenways and Sidepaths.

- a) The location of greenways and sidepaths for pedestrians and cyclists on the Property will be generally consistent with Exhibit J.
- b) The Town shall make available all easements and permits necessary to construct greenway connections.
- c) All greenways and sidepaths shall be built to AASHTO or NACTO standards for the shared use by pedestrians and bicyclists. Alternative standards can be applied in cases where the location of the greenway requires a reduced width or design modification due to building location. The use of alternative standards must be approved by the Town Manager. Public restrooms shall be provided and shall be accessible to Highland Park and Overlook Park. A water feature in Overlook Park shall be allowable.
- d) All greenways and sidepaths shall be constructed of concrete and not asphalt.
- e) The Master Owners Association will maintain the greenways and sidepath within the Property under the same operating conditions as Town-owned greenways with regards to maintenance, lighting, and hours of operation, providing that the replacement of severely damaged concrete sections of the same shall be the responsibility of the Town. The Town shall own and maintain the portion of the greenway located on the west side of US Highway 15-501.
- f) The Developer Owner or Representative shall grant a public access easement to the Town over all greenways and sidepaths available to the public and permit pedestrian, bicycle, and motorized wheelchair use of the greenway or sidepath.
- g) The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners Association has not maintained greenways, trails, and sidepaths to the extent needed to assure proper and safe functioning of the facilities.
- h) The Developer Owner or Representative shall maintain the greenways and sidepaths beyond the expiration of this Agreement.

#### 5.11 Pedestrian and Bicycle Bridge Across US Highway 15-501.

- a) The Developer Owner or Representative shall construct a pedestrian and bicycle bridge which connects the Developed Property to the Southern Village Park and Ride Lot Area, as shown in Exhibit J. The bridge shall span US Highway 15-501. The exact location of the bridge, access ramps, and trail must be approved by the Town Manager.
- b) Upon completion and opening of the bridge, the title shall be transferred to the Town and maintenance shall continue to be the responsibility of the Master Owners Association. The bridge shall be maintained to standards acceptable to the Town of Chapel Hill and NCDOT.



- c) The bicycle and pedestrian bridge over US 15-501 shall be completed prior to the earlier of:
- 1) The opening of any single retail tenant over 50,000 square feet;
  - 2) The issuance of a Certificate of Occupancy for the building that takes the development over 600,000 square feet of heated space; or
  - 3) Issuance of the Certificate of Occupancy for the 350<sup>th</sup> residential unit.
- d) The bridge and approach ramps shall be a minimum of 12 feet wide (rub rail to rub rail). The bridge, approach ramps, and greenway trail shall be built to AASHTO or NACTO standards.
- e) The Town shall provide the property needed for the western landing of the bridge including access ramps and access trail.
- f) At any such time that the Southern Village Park and Ride Lot is redeveloped, an equitable sharing of maintenance costs will be negotiated with the Developer Owner, Parcel Owner, or Representative.
- g) The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners Association has not maintained the pedestrian and bicycle bridge to the extent needed to assure proper and safe functioning of the bridge.
- h) The location, design, and construction of the pedestrian and bicycle bridge are subject to NCDOT approval.
- i) The Developer Owner or Representative shall develop a maintenance and inspection plan and perform inspections of the structure at least once every two years by a qualified bridge inspection firm based on National Bridge Inspection Standards and shall provide NCDOT copies of the inspection reports.
- j) NCDOT reserves the right to repair, replacement, reconstruction or demolition of any partially or wholly completed bridge that is determined to be unsafe or substandard in design, construction or condition.
- k) The Developer Owner or Representative shall be required to post sufficient continuing bonds and liability insurance for maintenance and repair of the bridge.
- l) The Developer Owner or Representative shall maintain the pedestrian and bicycle bridge beyond the expiration of this Agreement.
- m) The Developer Owner or Representative shall consult with the Chapel Hill Public Arts Commission to invite comments on the appearance of structural components of the bridge and shall explore opportunities for public art to be incorporated into bridge design.

#### 5.12 Wilson Creek Preserve.

- a) The Developer Owner shall provide an 85 acre open space tract that includes all lands as shown on Exhibit A and Exhibit O. hereinafter referred to as the "Wilson Creek Preserve," including a portion of property owned by the Town of Chapel Hill (see Exhibits M and O). The Wilson Creek Preserve shall extend from the outer limit of the managed use zone of the Resource Conservation District on the west side of Wilson Creek to the eastern property limits of the Property and shall include a buffer strip along the southern boundary west of Wilson Creek.
- b) The tract shall be owned by the Town of Chapel Hill. The Town shall further protect all or portions of the Wilson Creek Preserve by granting a conservation



easement(s) to a third party or other means approved by the Town Manager. Once it is decided, any further trails or development in the Preserve shall be identified and paid for by the Town, consistent with the terms of any conservation easements. The Developer Owner shall be obligated to maintain only the trails that are agreed to as part of the Agreement.

- c) The Master Owners Association shall be responsible for all maintenance activities within the Wilson Creek Preserve.
- d) The Developer Owner shall make minimal changes to the hardwood tree cover.
- e) The following allowable uses and activities within the Wilson Creek Preserve shall be in general keeping with Exhibit J. All uses described shall be consistent with plans and procedures approved by the Town Manager.
  - i. Grading and restoration of the quarry area using clean soil, sand, gravel and stone from the development site;
  - ii. Natural surface trails;
  - iii. One pedestrian bridge;
  - iv. Maintenance access ways;
  - v. Picnic shelters, areas and support facilities;
  - vi. Forest management;
  - vii. Stormwater management associated with approved uses in the Preserve;
  - viii. Invasive plant species management;
  - ix. Maintenance; and
  - x. Other uses as approved by the Town Manager.
- f) The Developer Owner or Representative shall provide a minimum six (6)-foot-wide pedestrian bridge over Wilson Creek as the access point for users of the Wilson Creek Preserve. A maximum of one (1) bridge is allowed, and the bridge shall be constructed of cor-ten steel or similar, have concrete decking, and shall be designed to handle light maintenance equipment. The exact location and specifications of the bridge must be approved by the Town Manager.
- g) The Developer Owner shall construct a minimum of 8,000 linear feet of natural and/or gravel surface trails within the Wilson Creek Preserve. The trails shall roughly conform to the trails plan in Exhibit J. The Town and Developer Owner or Representative may change the trail plan in order to maximize user enjoyment, expand the trail system, preserve the environment, avoid trees, avoid drainage and erosion issues, and to provide a better trail plan. Trails will be primarily field located. The natural surface trails will have limited accessibility for mobility-impaired individuals.
- h) The final trail plans must be approved by the Town Manager. The trail plan will likely evolve with time with resultant changes to the trail system to promote user and environmental benefits. The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners Association has not maintained greenways and sidepaths to the extent needed to assure proper and safe functioning of the facilities.
- i) The Developer Owner or Representative shall post appropriate signage to assist trail users and other purposes. A signage plan must be approved by the Town Manager prior to implementation. No signs shall be mounted directly on trees.
- j) The Developer Owner or Representative shall survey and sign the boundaries of the Wilson Creek Preserve. Signs shall indicate that the Property is owned by the Town for open space purposes and shall be placed approximately every 100 feet along the Property line. Upon completion of the boundary survey, Town staff



shall walk the property line and approve the boundary markings prior to Town's acceptance of the property.

- k) The Town shall exchange a portion of the Town-owned property surrounded by the Developed Property (see Exhibits M and O) for the dedication of the Wilson Creek Preserve which provides a greater recreation benefit to the Town of Chapel Hill than the portion of land to be exchanged. Furthermore, the additional benefits accrued to the Town through this exchange and this Agreement provide a substantial increase in overall benefits, including recreation, to the Town and its residents. The exchange also provides an increased benefit to surrounding property owners not in the Town, consistent with and in expansion of the original intent met through dedication of this property to the Town as recreation space when those subdivisions were approved.
- l) Roads, utilities, sidewalks, bicycle facilities, and other support facilities shall be allowed within the strip of land that is adjacent to US Highway 15-501 and lies west of Wilson Creek and along the southern border of the Developed Property. This strip shall be considered a buffer area, but not a preservation area.
- m) The Developer Owner or Representative shall maintain the Wilson Creek Preserve beyond the expiration of this Agreement.

#### 5.13 Quarry Restoration.

- a) Clean soil, sand, gravel and stone from the Developed Property site may be used as fill in the restoration of the quarry area.
- b) The fill material must be placed in a stable manner, have a final layer of top soil and a final slope of 3:1 or less unless design includes a slope stability analysis, which confirms and documents that a steeper slope will be stable. In no condition, however, can any fill slope be steeper than 2:1. Large stone (stone that cannot be used as fill material) from the Developed Property site may be placed in the quarry area in a manner consistent with the approved uses, restoration plan and function of the public area.
- c) The sheer edges in the quarry area shall be reduced to best of the Developer Owner or Representative's ability while balancing environmental needs.
- d) A restoration plan must be submitted and approved by the Town Manager prior to any land disturbance activity. The restoration plan must include:
  - 1) Proposed grading plan – Including locations of fill and lift depth, final slopes, acceptable fill materials, runoff management, and slope stabilization methods.
  - 2) An invasive species management plan – Including target species, methods of control, timelines and schedules, monitoring, potential adaptive management and duration, and responsible parties.
  - 3) A forest restoration plan – Including soil analysis and amendment; tree, shrub, and understory species planting schedule and details (including replanting as necessary); monitoring; potential adaptive management and duration; and responsible parties.
  - 4) Overflow/outflow management for the pond directly in the restoration area – Including determination of current outflow conditions and locations, need for stabilization of water level and outflow channels.
- e) Restoration shall be generally in keeping with Exhibit P.



- f) The Quarry shall not be opened to the public until such time as remediation efforts have made the area safe for public use.

#### 5.14 Historic and Cultural Features.

- a) A former structure on this site housed a motel and diner known as Watts Motel, which became historically significant during the U.S. Civil Rights movement of the 1960's. At the time that a new structure is built at the location of the former Watts Motel, the Developer Owners or Designated Representative shall create and install a historical marker, at a place convenient and accessible to the public and near the location of the former diner, with information describing events that occurred at Watts Motel on January 3, 1964 and their historical significance.
- b) The tributary on the site, east of and flowing into Wilson Creek, shall be named Klopfer Creek in honor of Professor Peter Klopfer whose name is on the historic Court decision arising from the 1964 events. The creek may be renamed after execution of the Agreement.
- c) The Developer Owner or Representative will provide an update about the status of these features pursuant to the requirements in Section 5.26.

#### 5.15 Solid Waste Management.

- a) Solid waste collection shall be provided to all new uses within the Developed Property by the Developer Owners or Representative or the Parcel Owners, if applicable. The Developer Owners or the Representative or the Parcel Owners, if any, shall include Orange County Solid Waste in pre-construction conferences for buildings.
- b) Solid waste shall be managed by the Developer Owners or the Representative for all new buildings in the Developed Property. The Developer Owners or the Representative or the Parcel Owners, if applicable, shall design projects such that construction and demolition recycling, reuse, salvage, and waste reduction are maximized.
- c) Construction waste shall be managed in accordance with Town standards and with the Orange County Regulated Materials Ordinance.
- d) Each individual Development Agreement Compliance Permit shall provide clear direction on who will provide solid waste service for each building, and each building will be designed accordingly.

#### 5.16 Stream Buffers.

Development design and construction shall comply with the stream buffer requirements contained in LUMO Sections 3.6.3 Resource Conservation District and 5.18 Jordan watershed riparian buffer protection. The Developer Owners, Parcel Owners or the Representative retain the right to appeal stream classifications in accordance with the Town's appeal process to a final determination. Relocation of Wilson Creek Lane into the Wilson Creek Resource Conservation District would require Town Council approval.

#### 5.17 Landscaping Standards.

- a) The Developed Property shall include significant street, landscape and natural plantings and landscaped areas and tree protection measures. 60% of the street





trees will be native plant species or drought-tolerant species. Landscaping shall be non-invasive. A portion of the tree and landscape areas may also have a stormwater management function at the Developed Property.

- b) A street tree planting plan that provides for shading of sidewalk and street pavement areas shall be incorporated into the Developed Property. Due to the preservation of Wilson Creek Preserve (see Section 5.12), no tree canopy requirements are applicable on the Developed Property.
- c) The applicant shall include the following information in each Development Agreement Compliance Permit application:
  - 1) A plan of street landscaping and landscaped areas and associated irrigation;
  - 2) A planting list using at least 60% native or drought-tolerant trees from the Town's Design Manual for canopy trees or other approved species;
  - 3) Details for proposed tree pits and grates;
  - 4) Identification of conflicts between street trees and utilities.
- d) A tree maintenance program will be provided with the first Development Agreement Compliance Permit application.
- e) A maintenance program of best forestry management practices within the Preserve will be submitted for approval by the Town Manager.
- f) See Exhibit J for landscape standards for specific site areas.

**5.18 Sediment and Erosion Control.**

- a) Development design and construction shall comply with applicable state and local soil and erosion control regulations and shall incorporate erosion and sediment control measures for all land-disturbing activities. The Developer Owners, Parcel Owners or the Representative shall be responsible for implementing erosion and sedimentation control measures for all land disturbing projects.
- b) The Property will meet the following higher standards during construction:

<b>Erosion Control Item</b>	<b>Orange County Requirement</b>	<b>Property's Standard</b>
Cleared Area	Unlimited	8 acres
Skimmer Basin		
- Design Storm	10 year	100 year
- Number of Baffles	3	5
- Draw down time (10-year storm)	2-5 days	2-5 days
- Basin Freeboard height	1 foot	2 feet
Temp. Diversion Ditch Capacity	10 year	25 year
Temp. Diversion Ditch Lining	2 year	10 year
Perimeter Silt Fence	Wire	Chain Link
Inspection Frequency	After storm event	Daily
Construction Sequencing	2 stages	4 stages
Temporary Seeding Time	14 days	7 days
Construction Entrance	50 feet	75 feet
Wash rack at entrance	Not required	Provided
Polyacrylamide	Not required	Provided



- c) Before starting any land-disturbing activity that results in a cumulative disturbance greater than twenty thousand (20,000) square feet, the Developer Owners, Parcel Owners, or the Representative shall obtain a grading permit from the Orange County Erosion Control Division.
- d) The Developer Owners, Parcel Owners or the Representative if any, shall include the erosion and sediment control plan in the Development Agreement Compliance Permit application.

5.19 Neighboring Lands, Compatibility, Buffers.

- a) The Property shall respect existing development adjacent to the Property.
- b) Development that occurs on the site will adhere to the buffer, lighting, drainage, and noise impact standards set forth in this Agreement and Exhibit J.
- c) Neighborhood and local streets located outside of the Property, with the exception of the existing driveway located on the Property leading from US Highway 15-501 to an existing commercial building, shall not be used for construction traffic.
- d) The Developer Owners or Representative shall provide a mailing list and postage for the Town to mail a notice to property owners within 1,000 feet of the Property prior to the issuance of the first Development Agreement Compliance Permit.

5.20 Noise.

- a) As provided in Section 4.9 (Development Agreement Compliance Permit application section), prior to the Development of or construction on the Property, a Developer Owner or Representative who intends to develop or construct upon the Property shall apply for a Development Agreement Compliance Permit application, which shall include a construction management plan and provide the following noise-mitigation information at a minimum:
  - 1) Indicate how the project construction will comply with the Town's Noise Ordinance; and
  - 2) Provide a telephone number for noise notifications during the construction period.
- b) The Developer Owner or Representative shall post a sign on-site where the Development is to occur stating that noise issues can be reported by calling the posted telephone number.

5.21 Lighting.

- a) Lighting design for the Property will be consistent with IES Standards with respect to illumination levels.
- b) NCDOT standards for light trespass will govern the frontages along US Highway 15-501 where additional lighting is desired along the sidepath provided at this location.
- c) All other external boundaries of the Property will comply with LUMO standards for light trespass.



- d) Full cut-off fixtures will be used for all area lighting. Limited building accent lighting will be shielded to minimize conflicts with adjacent residences and dark skies objectives.
- e) Additional details on lighting design are in Exhibit J.

#### 5.22 Specific Site Development Standards.

- a) Site design shall comply with the Town of Chapel Hill Engineering Design Manual and the LUMO unless otherwise stated in this document.
- b) If there is a conflict, this Agreement's standards supersede the Town's standards.
- c) No burning of construction debris is permitted on-site.
- d) Where alternate development standards (i.e. curb radii, parking stall sizes, etc.) can be demonstrated to be equal or greater with regard to protecting the public health, safety and welfare, then they may be permitted within the bounds of the Developed Property subject to Town Manager approval.
- e) The following are exceptions to the Town's Land Use Management Ordinance, Town's Design Manual, and Standard Details which are allowable at the Property.

##### 1) Section 3.8 - Zoning District Uses and Dimensional Standards

- i. No interior buffers or 15-501 buffers or setbacks are required. Open space buffers to neighboring properties are illustrated in Exhibit J.
- ii. Land Use Intensities, heights, setbacks, floor area lot sizes and widths, recreations space, impervious surface limitations and other dimensional standards are specified in this Agreement and Exhibit J. The Town's Land Use Intensities and Dimensional Standards are not applicable. No setbacks shall be required internal to the Developed Property other than those proposed by the NC Building Code or NC Fire Code.
- iii. Individual parcels may be subdivided and not subject to Land Use Intensities Standards for setbacks, lot widths, impervious surface and other dimensional standards.

##### 2) Section 5.6 - Landscape, Screening and Buffering

- i. Allowable sidewalk materials and prescribed widths are enumerated in Exhibit J. Any of the proposed materials may be used throughout the Developed Property subject to ADA requirements for accessibility.
- ii. Street tree minimum sizes and spacing in the Developed Property are defined in Exhibit J which supersedes the Town's LUMO Section 5.6 and Design Manual Section 3 Standards for Planting and Screening. On-street parking shall not be required to be screened. Where required site triangles prevent normal placement of street trees within 5' of the back of curb, these zones will not be included in the total length of street calculation for tree spacing.
- iii. The separation and/or screening of sidewalk dining areas as required by the LUMO are not applicable to the Developed



Property. Where delineation of dining areas is desired, it may be achieved through alternate means (i.e. furniture placement and orientation, planters, roping, transparent screens, etc.). In all cases a minimum 5' unobstructed clear zone will be demonstrated where other uses (dining) are allowed to encroach on sidewalk areas.

- iv. Where sidewalk paving abuts building facades along storefronts, entranceways or solid building walls less than 25 ft. in length, no minimum planting areas shall be required.

3) **Section 5.9.6: Parking and Loading (applies to surface parking)**

- i. While the Developed Property is designed to limit surface parking to on-street parking along private streets, some situations may include small areas of off-street surface parking to serve convenience or valet services or to satisfy ADA requirements for locating parking adjacent to building entrances. Where these situations occur (i.e. age-restricted housing, hotel and office lobbies, etc.) and are limited to 10 spaces or less, the requirements of Section 5.9.6 of the LUMO shall not be applicable.

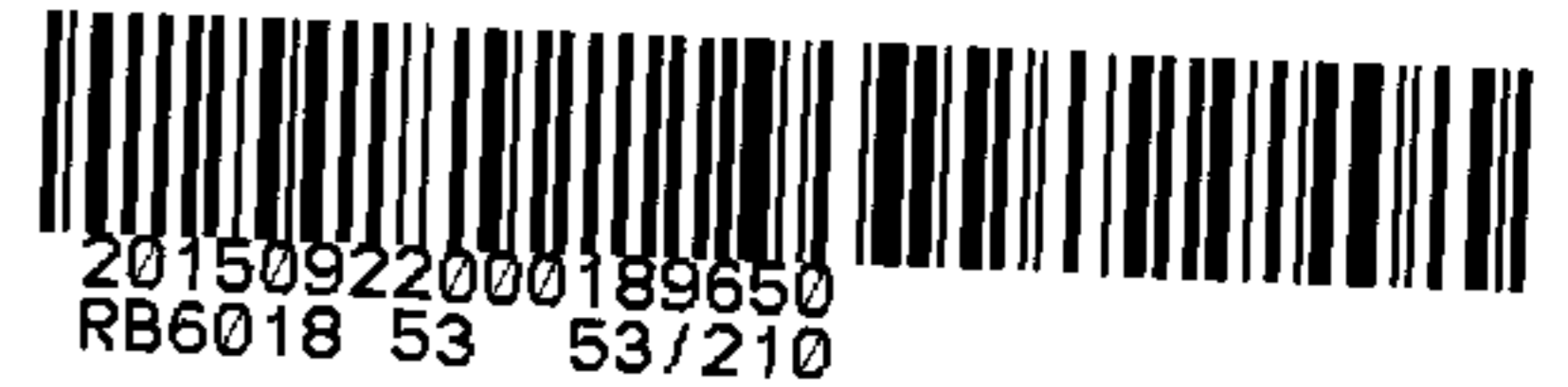
4) **Section 5.9.7: Minimum and Maximum Off-Street Parking Space Requirements (Specifies parking space ratios to building areas)**

- i. **Parking Requirements.** The Developed Property shall conform to the parking requirements of Town Center-1 subject to the following modifications:

- (i) **Section 5.9.7 - Parking Table (Town Center Zoning District requirements)**

<b>Use</b>	<b>Minimum</b>	<b>Maximum</b>
Bank	N/A	1 per 250 sq. ft. of floor area
Business, general (retail)	N/A	1 per 250 sq. ft. of floor area
Business, office type	N/A	1 per 333 sq. ft. of floor area
Clinic	N/A	1 per 333 sq. ft. of floor area
Residential	N/A	1 per bedroom and/or 2 max per unit
Hotel	N/A	1 per lodging unit

- ii. The Developer Owner or Representative shall report on parking in each Development Agreement Compliance Permit and in the Annual Report to provide information to Town staff. Shared parking is encouraged across the Developed Property.
- iii. **Bicycle Parking.** Bicycle parking shall be in compliance with the LUMO Minimum and Maximum Off-Street Parking Space Requirements (Section 5.9.7) and shall be demonstrated for each Development Agreement Compliance Permit.



- iv. The bicycle parking design must comply with the Spring 2010 Association of Pedestrian and Bicycle Professionals Guidelines, and the Class I and Class II bicycle parking standards required by the Town Design Manual.
  - v. Five years after the receipt of the first Certificate of Occupancy, the Developer Owner or Representative shall conduct an evaluation of the amount of bicycle parking that is provided at the Developed Property and provide additional bicycle parking if necessary.
- 5) Section 5.9.8: Loading Space Design Standards is modified as follows:
- i. Loading spaces shall be designed to accommodate the specific vehicles for which their use is intended and may be configured to require a dual maneuver for access.
  - ii. Loading spaces may make use of private streets for maneuvering.
  - iii. Loading spaces shall be planned and designed to minimize nuisance impacts to adjacent land uses by screening, orientation or location; however, screening is not required where it is demonstrated that nuisance impacts are otherwise mitigated.
- 6) Section 5.9.10 - Minimum Off-Street Loading Space Requirements
- i. These standards shall serve as a guide; however, where it can be demonstrated that the specific tenants to be served (1) demand fewer service areas, (2) can utilize combined service areas, (3) can stagger service hours or (4) can be served effectively from on-street facilities, an alternate to the Standards of Section 5.9.10 may be approved by the Town Manager.
- f) The following are exceptions to the Town of Chapel Hill Design Manual and Standard Details which are allowable at the Property.
- 1) Section 4 - Access and Circulation - Appendix 4-A - Street Classifications and Standards
- i. Streets within the project will be classified as "local" streets which shall be privately maintained, and shall meet the standards of Table 4-A-1 and Table 4-A-2 with the following exceptions:
    - ii. Table 4-A-1
      - (i) Design speed - 15 mph or 20 mph
      - (ii) Bike Lanes – provided on main streets intersecting US Highway 15-501 only. Sharrow bicycle pavement markings shall be provided through-out other local streets.
      - (iii) On Street Parking - Allowed on both sides of streets
      - (iv) Intersection Spacing - 100' minimum.
      - (v) Access Control - Non-residential access to local street is allowed.
    - iii. Table 4-A-2



- (i) Street Grade (%) - Maximum 18%
  - (ii) Minimum Horizontal Centerline Radius - 50'
  - (iii) Minimum Street Corner Radius - 10'
- 2) Section 4.e – Structural Standards - Pavement Materials and Sections (8" or 10" CABC (stone base) & 3" asphalt surface depending on type of street and location)
- 3) Pavement sections for streets on site will be in accordance with the site specific recommendations of a geotechnical engineer based on a through site soils investigation.
- 4) GrassPave2, or alternate, stabilized turf, as designed by the geotechnical engineer, may be used for fire access or other temporary use vehicular drives as a pavement type.
- 5) Permeable pavements, or pavers, as designed by the geotechnical engineer, may be used in selected locations.
- 6) Concrete, stamped concrete, imprinted asphalt or brick pavers may be used along with grooved detectable warning strips for pedestrian crossings as allowed by ADA Standards for private streets.
- 7) Section 4.13 - Bicycle Paths - All sidepaths and greenways shall comply with AASHTO or NACTO standards; however, the following exceptions are permitted, subject to Town Manager approval:
- i. 3-foot shoulders may not be required if there are demonstrable site constraints that would make 3-foot shoulders impractical
  - ii. A 15 mph design speed may be allowed.
  - iii. Alternate design solutions may be approved by the Town Manager where strict compliance to AASHTO standards is impractical and the alternate meets the intent of the standards.
- 8) Section 4.2.8 - Sight Line Triangles
- i. Internal sight line triangles will be based on AASHTO Stopping Sight Distance for the posted speed limit (15'x80' for 15 mph and 15'x115' for 20 mph)
  - ii. NCDOT standards will be applied for sight distance triangles at the Developed Property driveway connections to 15-501.
- 9) Section 5 - Parking and Loading Standards
- i. There shall be no limit on the number of contiguous on-street parking spaces.
  - ii. On-street parallel parking may be reduced to 8' x 21'.
  - iii. Diagonal on-street parking shall include a 2' bumper overhang of the curb/sidewalk area for calculating total stall depth.
  - iv. The maximum number of compact spaces shall not be limited.
  - v. Off-street loading and maneuvering spaces may make use of adjacent street area and may require dual maneuvers. The design of each loading space shall minimize the required number of maneuvers and shall be appropriate for the intended use and frequency of use.



- 10) Section 7.7 - Easements –Sharing of Utility Easements and Allowed Encroachments
- i. Alternate Standard: Subject to approval of Orange Water and Sewer Authority (OWASA), OWASA Easements - 20' easement, 10' off centerline of proposed sewer line or water line for a combined easement of 30' wide may be permitted. Plantings may be allowed in the outer 5' of the easement. Stormwater conveyance piping and structures are allowed within the OWASA easements with adequate horizontal or vertical relationships to allow for required maintenance. OWASA easements may overlap with other easements as long as actual lines are outside the OWASA easement. Any proposed revisions to easements for infrastructure maintained by the Town of Chapel Hill are subject to approval of the Town Manager.
  - ii. "Dry" (gas, power, lighting, communications) utility easements – Subject to appropriate approvals by the utility providers, varying width blanket easements following installed lines, or duct bank, or maximum 5' off utility line may be permitted. Plantings may be allowed in outer 1/2 of the easements.
- 11) Section 8 - Lighting Levels
- i. Street lighting shall be limited to the internal streets of the Developed Property and connecting intersections, except for pedestrian-level lighting that may be necessary in the public right-of-way frontage along the project frontage. Design standards shall be in accordance with IESNA, with consideration for high-risk areas as defined by Crime Prevention Through Environmental Design. Light trespass along US Highway 15-501 right of way shall be allowed pursuant to NCDOT Standards and limitations.
- g) The following are exceptions to the Standard Details which are allowable at the Property.
- 1) SD-1 thru SD-10 Town standard stormwater drainage details shall be superseded by the following standards;
    - i. NCDOT standard catch basin with bicycle compliant grates, drop inlet, junction box or other structures may be used.
    - ii. Alternate grates or curb inlets may be used to match profile of proposed alternative curb and gutter sections.
  - 2) ST-1C, ST-1D, ST-1E and ST-1F Town standard street cross-section shall be superseded by the following standards;
    - i. 18' edge-of-pavement to edge-of-pavement typical section.
    - ii. 26' face-to-face (w/o parking) for aerial fire apparatus access. Street section may include alternate curb design and Grass Pave 2.



- iii. 34' face-to-face (parking one side) 42' face-to-face (parking both sides) for fire apparatus access.
  - iv. 16' face-to-face one-way street
  - v. 16' face-to-face public alley
- 3) ST-4 Town standard detail for sidewalks shall be superseded by the following standards specified in Exhibit J.
- 4) ST-14 and ST-15 Town standard detail for Traffic Control Devices shall be superseded by Exhibit J and the following standards:
- i. Street name signs at entrance intersections with 15-501 will meet ST-14 requirements.
  - ii. Internal street signs for private streets may be decorative, unique to the project and are not required to meet the ST-14 standard.
  - iii. Signs at entrance intersections with 15-501 will meet ST-15 requirements.
  - iv. Signs within the 15-501 right-of-way will meet NCDOT signage standards.
  - v. Internal signs for private streets may be decorative, unique to the project and are not required to meet the ST-15 standard.
  - vi. Decorative sign posts may be utilized for all signage. Replacement, if required by the Town or NCDOT may utilize standard u-channel posts. U-channel posts may be replaced with decorative posts by the Developer Owner.
  - vii. Regulatory signs such as: Stop, Yield, Do Not Enter, Wrong Way and Speed Limit, Advance Warning shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- 5) TC-1 thru TC-8 Town standard details may be supplemented as follows:
- i. Advanced traffic calming signage may not be required on 15 mph and 20 mph streets.
  - ii. Raised intersections, similar to a raised crosswalk, may be used. Design and construction details to be developed with Final Plans.
  - iii. Posted Speed Limits
  - iv. Local private streets may be posted at 15 mph or 20 mph.
- 6) Truck Access
- i. Truck and emergency access routes will be identified and tested utilizing AutoTurn software. Some sweeping of vehicular movement across opposing traffic lanes, or dragging of rear wheels across heavy duty sidewalk / ramps / corners will be allowed.

### 5.23 Annexation.

- a) Upon execution of this agreement and prior to recordation, the Developer Owner or Representative will submit a valid and binding petition for annexation of the entire Property into the limits of the Town of Chapel Hill. The Developer may identify a preferred targeted effective date of June 30, 2016 for said annexation.





The parties agree that the effective date of annexation shall be determined by the Town within the parameters of State Law (G.S. Sec. 160A-31(d)).

5.24 Fire Code Requirements.

- a) The Property shall fully comply and be in accordance with the North Carolina Fire Prevention Code and Appendices as adopted by the Town of Chapel Hill and any associated laws, rules, regulations and ordinances.
- b) The appropriate owner(s) or association will be responsible for ensuring that all buildings in the Developed Property have working sprinklers and will be responsible for the ongoing maintenance of the systems. Additional information will be required by the Development Agreement Compliance Permit.

5.25 Historically Underutilized Businesses.

- a) The Developer Owner or Representative is committed to providing the entire contracting community access to building projects. The policy of the Developer Owner or Representative is to provide Historically Underutilized Businesses equal access and opportunity to participate fully in all aspects of the Development; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business at the Property.
- b) The goal of this policy is to ensure and promote equal and increased opportunities for all segments of the design and construction community to participate in the Development of the Property. The Developer Owner or Representative seeks to include those businesses owned by minorities that have been historically underutilized and excluded from the design, prime contractor, and subcontractor markets. The Developer Owner or Representative encourages all those associated with the development and construction on the Property to commit to this goal through a good faith effort.
- c) The Annual Report shall include an overview of the number of Historically Underutilized Businesses that submitted proposals and the number and contact information of the Historically Underutilized Businesses that were hired.

5.26 Annual Report.

- a) The Developer Owners and Parcel Owners, if any, or the Representative on behalf of the Developer Owners and Parcel Owners, if any, shall submit to the Town Manager an Annual Report that includes the information required by this Agreement and that provides all necessary information for the Town Manager to assess the Developer Owners', Parcel Owners' and the Representative's good faith compliance with the terms of this Agreement. This report shall form the basis for the Town Manager's periodic review of the Agreement as required by G.S. 160A-400.27(a). This required report is generally referred to as the "Annual Report."
- b) The initial Annual Report shall be filed on or before September 1, 2016, and shall report on activities from July 1, 2015 through June 30, 2016. Subsequent reports shall be filed on or before September 1<sup>st</sup> each year and shall report on activities in the preceding fiscal year (the preceding reporting period).



- c) The Annual Report shall include the specified items set forth in this Agreement and listed in this Section. The failure to include in this Section an item expressly required to be included by other Sections of this Agreement shall not relieve the Developer Owners, Parcel Owners or the Representative of the responsibility to include that item in the Annual Report. The report may include such other items as deemed relevant by the Developer Owners or Parcel Owners, if any, or the Representative. The Town Manager may also request inclusion of other specific information or provide for its inclusion in the following year's Annual Report if such requested information reasonably relates to Development.
- d) The Annual Report shall include the following specific information:

Number (for reference)	Section	Item	To be included in the first Annual Report	To be included in all Annual Reports
1	4.9(b)(10)	A one-time change in floor area of one thousand (1,000) square feet or fewer to any structure or building previously approved with a Development Agreement Compliance Permit		<input checked="" type="checkbox"/>
2	4.12	Information regarding all individual Development Agreement Compliance Permits issued		<input checked="" type="checkbox"/>
3	4.12	Infrastructure installed		<input checked="" type="checkbox"/>
4	4.12	The status of participation by the Developer Owners, the Representative and the Parcel Owners in the provision of or financing of public infrastructure for the Development		<input checked="" type="checkbox"/>
5	4.12	Dedications and acquisitions of infrastructure by the Developer Owners, Representative and Parcel Owners		<input checked="" type="checkbox"/>



Number (for reference)	Section	Item	To be included in the first Annual Report	To be included in all Annual Reports
6	4.12	Projected schedule for Development of the Property in the forthcoming year		<input checked="" type="checkbox"/>
7	4.12	Report demonstrating good faith compliance by the Developer Owners, the Representative and the Parcel Owners with the terms of this Agreement		<input checked="" type="checkbox"/>
8	5.2(b)(12)	Cumulative information about the for-sale and rental affordable units in the Developed Property		<input checked="" type="checkbox"/>
9	5.2(b)(12)	How housing affordability is being monitored		<input checked="" type="checkbox"/>
10	5.2(b)(12)	Data about the occupants of the rental properties including the income level and rent levels		<input checked="" type="checkbox"/>
11	5.2(b)(12)	Total number of rental units built each year		<input checked="" type="checkbox"/>
12	5.3	Annual stormwater BMP inspection report including maintenance and inspection expenditures. Inspection must be performed by a North Carolina-registered Professional Engineer.		<input checked="" type="checkbox"/>
13	5.3	Wilson Creek monitoring report		<input checked="" type="checkbox"/>
14	5.4(c)(4)	Trip generation table which includes items i, ii, and iii outlined in Section 5.4(c)(4)		<input checked="" type="checkbox"/>



<b>Number (for reference)</b>	<b>Section</b>	<b>Item</b>	<b>To be included in the first Annual Report</b>	<b>To be included in all Annual Reports</b>
15	5.5	Whether the Developer Owner of each building located within the Developed Property is considered to be tax-exempt		<input checked="" type="checkbox"/>
16	5.7	Summary of Public Schools impact fees		<input checked="" type="checkbox"/>
17	5.7	Update on Developer Owner/Representative conversations with the Public Schools	<input checked="" type="checkbox"/>	
18	5.14	Status of Historic and Cultural Features		<input checked="" type="checkbox"/>
19	5.22(e)(4)(ii)	Provide an update on the total number of parking		<input checked="" type="checkbox"/>
20	5.25(c)	Update on Historically Underutilized Businesses		<input checked="" type="checkbox"/>
21	DA-1 Zoning District Requirement	Estimate of the number of employees and residents at the Developed Property		<input checked="" type="checkbox"/>



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

TOWN OF CHAPEL HILL

By: \_\_\_\_\_  
Title: TOWN MANAGER POK

=====  
State of North Carolina

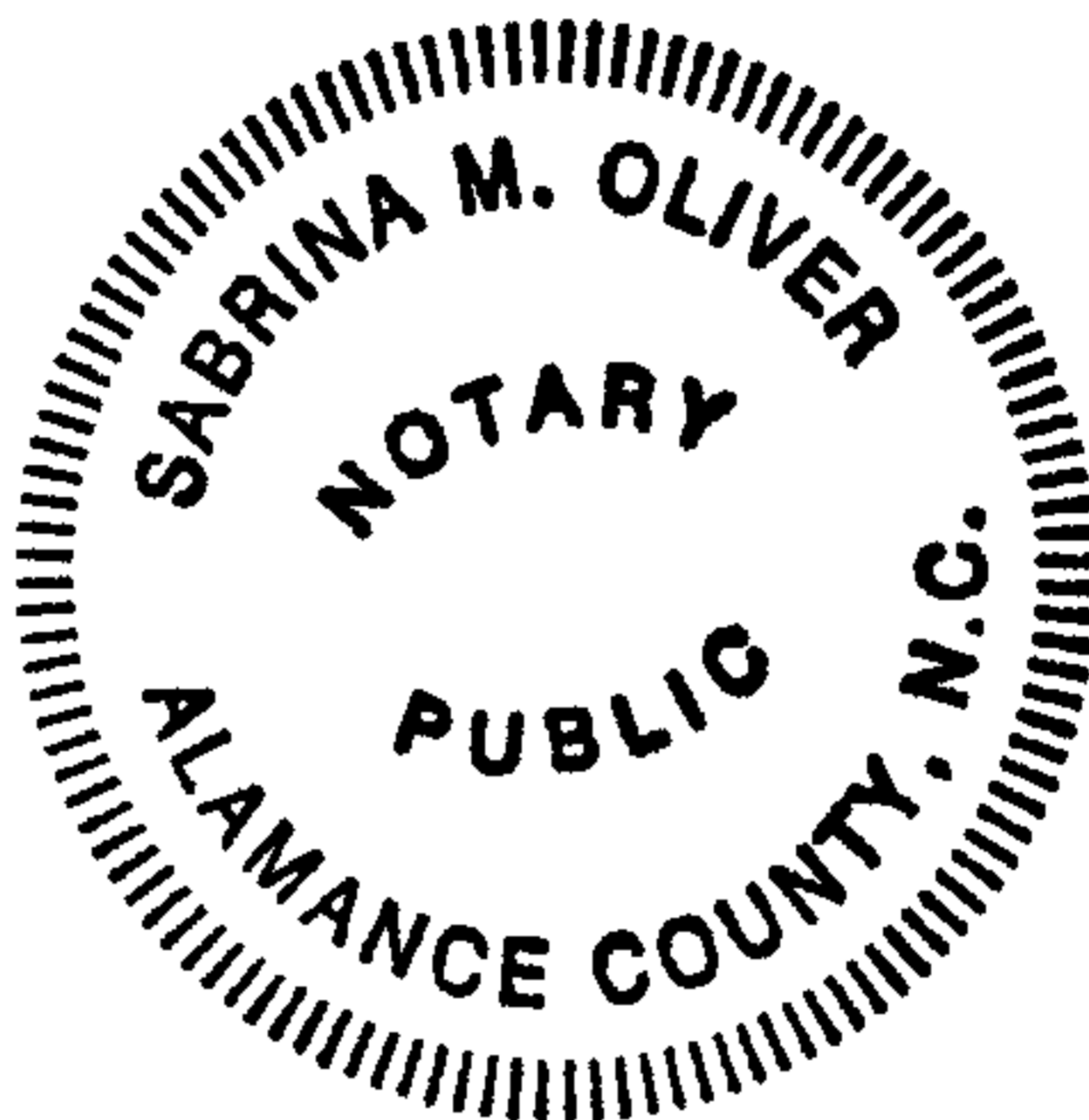
County of Orange

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that ROGER STANLIL personally came before me this day and acknowledged that he or she is MANAGER of the Town of Chapel Hill and acknowledged, on behalf of the Town of Chapel Hill, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of SEPTEMBER, 2015.

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

My Commission Expires:

10-11-2016





IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

OBEY CREEK VENTURES, LLC

By: [Signature]  
Title: Authorized Person

=====

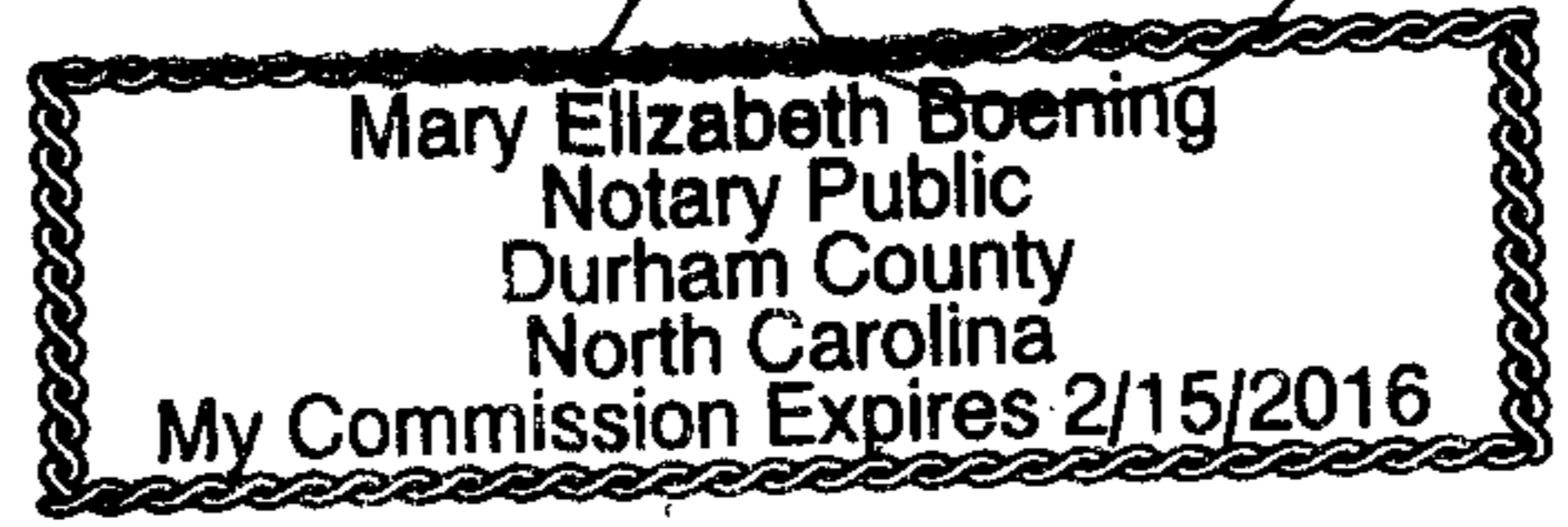
State of North Carolina

County of Orange

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Benjamin S. Perry personally came before me this day and acknowledged that he or she is Authorized Person of Obey Creek Ventures, LLC, and acknowledged, on behalf of Obey Creek Ventures, LLC, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 24 day of August, 2015.

[Signature]  
Notary Public

My Commission Expires:  
2/15/16





## **EXHIBITS INCORPORATED BY REFERENCE**

- Exhibit A: Obey Creek Map: Land Parcel Areas
- Exhibit B: Boundary Map of the Developed Property
- Exhibit C: Boundary Map of the Entire Property
- Exhibit D: Legal Description of the Developed Property
- Exhibit E: Legal Description of the Entire Property
- Exhibit F: Boundary Map of the Town-Owned Property
- Exhibit G: Legal Description of the Town-Owned Property
- Exhibit H: Obey Creek Site Map
- Exhibit I: Development Agreement Compliance Permit Application
- Exhibit J: The Village at Obey Creek Design Guidelines
- Exhibit K: Traffic Impact Study
- Exhibit L: Summary of Trip Generation Data
- Exhibit M: Diagram of South Columbia/US 15-501 Fordham Boulevard Interchange Restriping
- Exhibit N: Proposed Crossing for Oteys Road
- Exhibit O: Wilson Creek Preserve Boundary
- Exhibit P: Restoration Area Map



The following Exhibits that are not recorded are contained in the bound addendum to the Obey Creek Development Agreement. The bound volumes are on file with the Town of Chapel Hill and with Obey Creek Ventures, LLC.

- Exhibit I: Development Agreement Compliance Permit Application
- Exhibit K: Traffic Impact Study
- Exhibit L: Summary of Trip Generation Data
- Exhibit M: Diagram of South Columbia/US 15-501 Fordham Boulevard Interchange Restriping
- Exhibit N: Proposed Crossing for Oteys Road



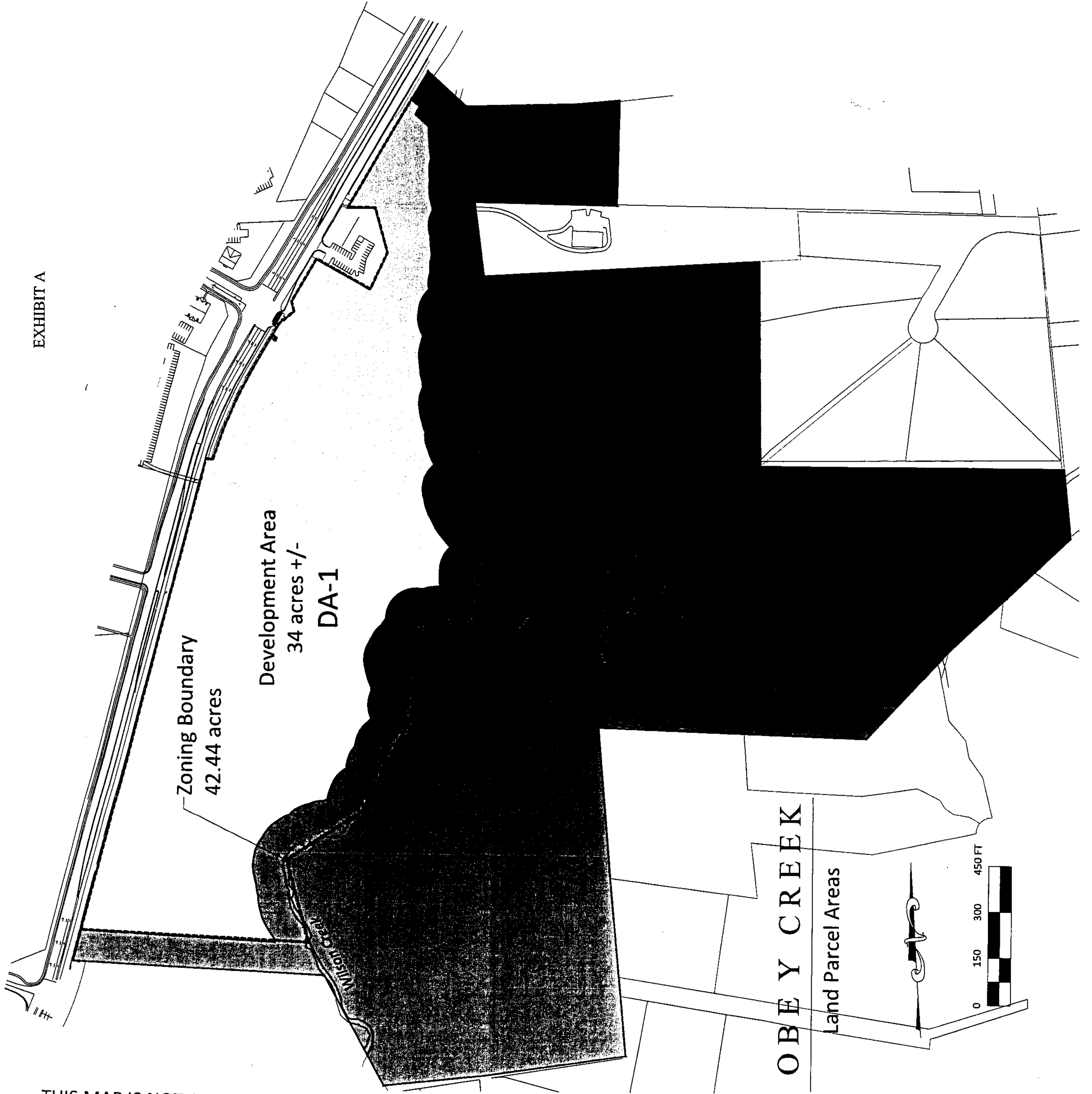


20150922000189650  
RB6018 65 65/210

Exhibit A: Obey Creek Map: Land Parcel Areas

**A**

EXHIBIT A



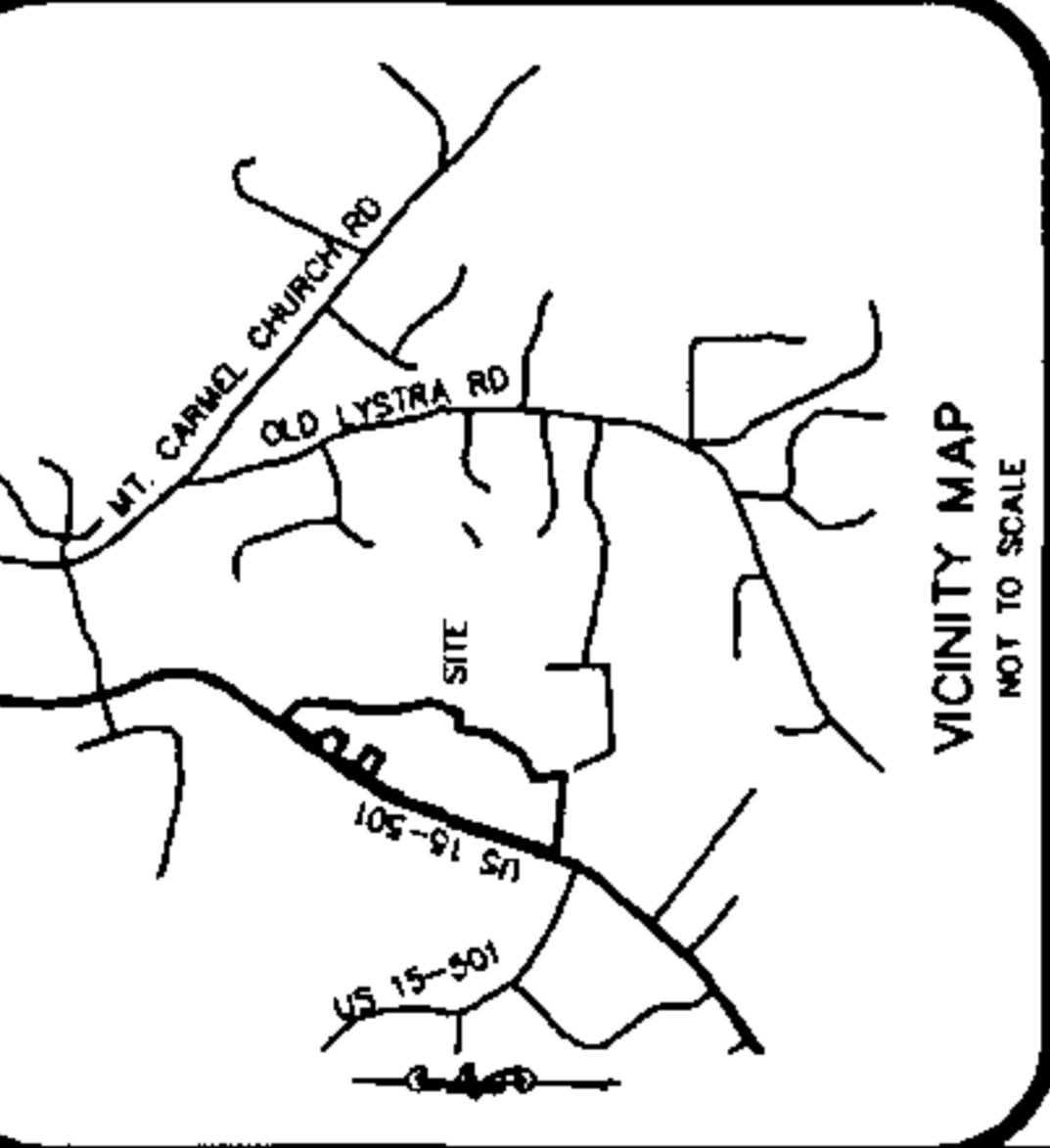
THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.



20150922000189650  
RB6018 67 67/210

Exhibit B: Boundary Map of the Developed Property

**B**



I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY AND UNDER MY PERSONAL SUPERVISION FROM THE DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN. I HAVE CHECKED THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN). THAT THE RATIO OF PRECISION AS CALCULATED IS 1:42,000. AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

RONALD T. FREDERICK PLS L-4720

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (1)(1)(C)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

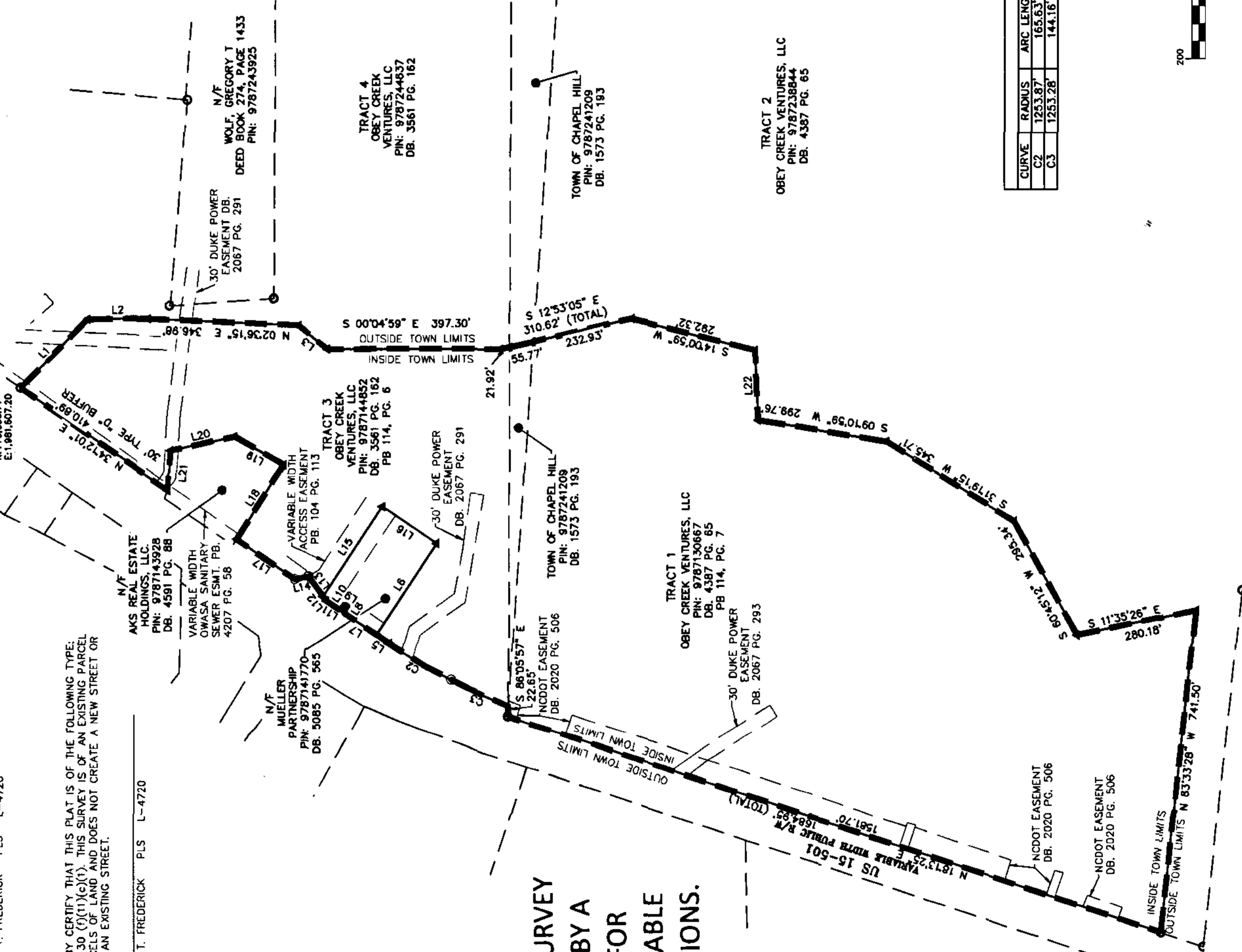
RONALD T. FREDERICK PLS L-4720

- LEGEND**
- EXISTING IRON PIPE
  - ▲ EXISTING CONCRETE MONUMENT
  - ▲ EXISTING NAIL
  - IRON PIPE SET
  - CONCRETE MONUMENT SET
  - ▲ CALCULATED POINT
  - XXXX ADDRESS
  - ZONING LINE

**THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.**

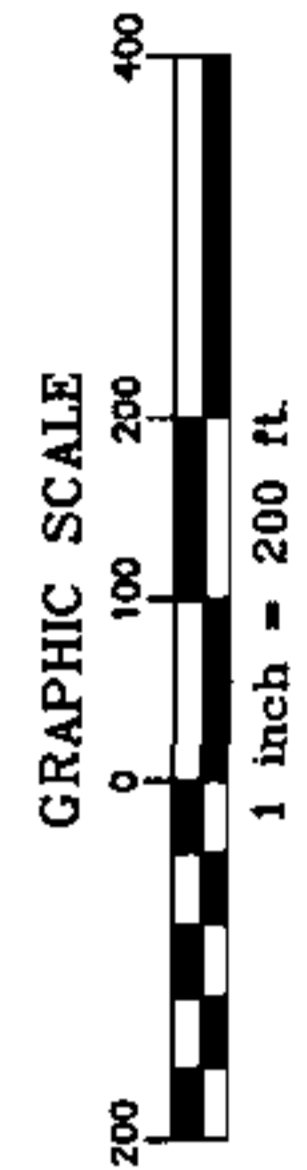
ZONING MAP CHANGE NOT FOR CONVEYANCES OR SALES

AREA OF ZONING MAP CHANGE 42.44 ACRES



LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00'
L2	S 00°49'27" E	139.83'
L3	S 35°45'27" W	83.38'
L4	N 33°41'49" E	35.05'
L5	S 56°08'42" E	248.37'
L6	S 56°39'53" E	16.40'
L7	N 33°20'07" E	9.84'
L8	N 56°39'53" W	15.48'
L9	N 33°20'07" E	38.37'
L10	N 33°20'07" E	11.86'
L11	N 11°13'12" W	32.43'
L12	S 46°08'41" E	244.71'
L13	S 33°51'18" W	148.84'
L14	S 33°45'23" E	161.13'
L15	S 57°32'03" E	200.97'
L16	N 28°19'27" E	150.53'
L17	N 12°09'52" W	150.15'
L18	N 85°44'29" W	90.04'
L19	S 87°25'42" W	158.42'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C2	1253.87'	165.63'	144.08'	N 29°55'09" E	73°4'06"	82.94'
C3	1253.28'	144.16'	144.08'	N 24°15'57" E	6°35'25"	72.16'



PROJECT NO. EWP13040

FILENAME: EWP13040-F3

SURVEYED BY: RTF

DRAWN BY: KMM

SCALE: 1"=200'

DATE: 2015-03-03

Z-3.0

**OBEY CREEK ZONING EXHIBIT**

CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA

ZONING EXHIBIT



THE JOHN R. MCADAMS COMPANY, INC.  
2905 Meridian Parkway  
Durham, North Carolina 27718  
License No.: C-0289  
(800) 733-5646 • McAdamsCo.com

REVISIONS:

EXHIBIT B

SHEET 1 OF 1



Exhibit C: Boundary Map of the Entire Property

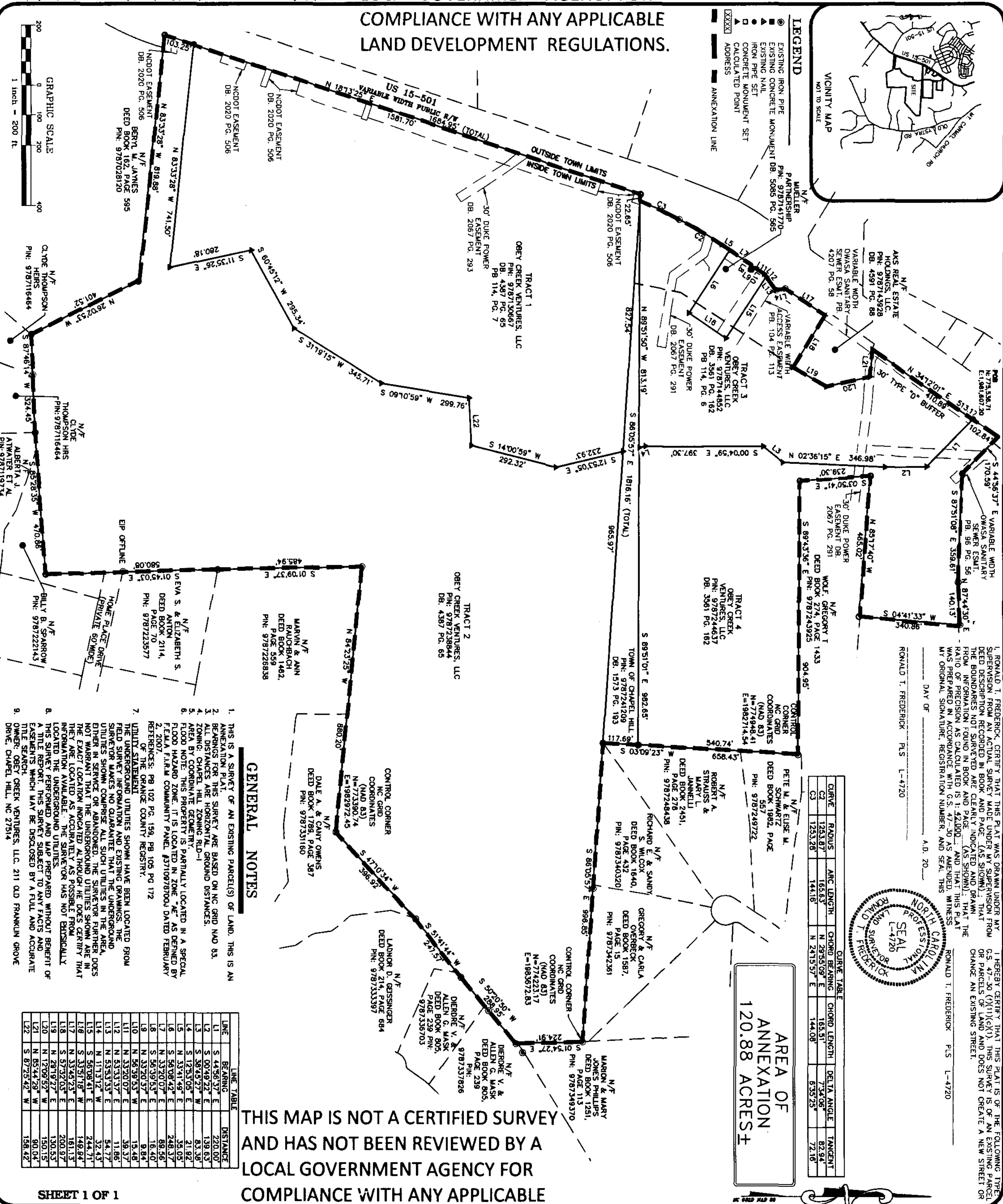
C



THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.



X:\Projects\ERP\ERP-13040 Obey Creek\Survey\Plats\ERP13040-F4 Annexation.dwg, 6/3/2015 3:41:44 PM



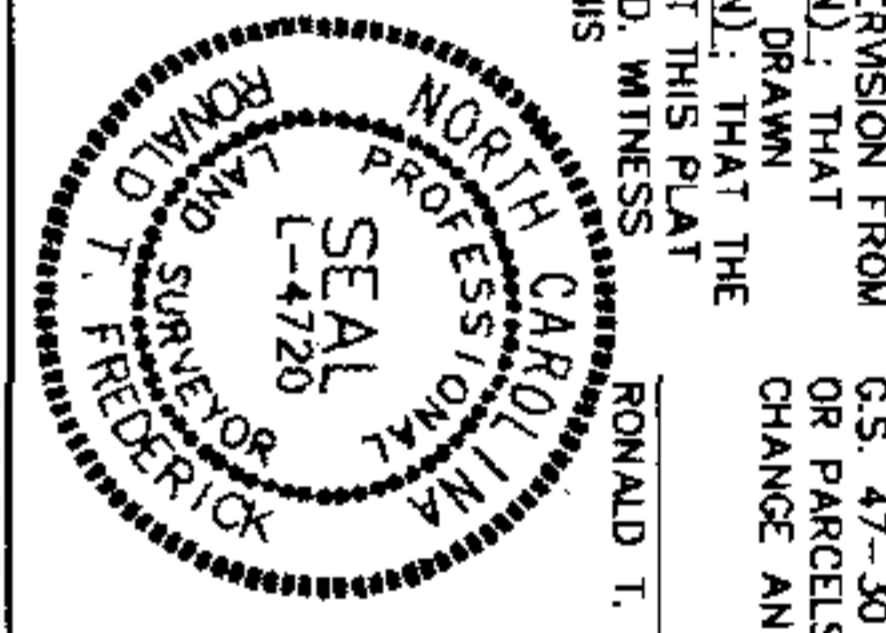
- GENERAL NOTES**
1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS AN ANNEXATION PLAT.
  2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83.
  3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  4. ZONING: CHAPEL HILL ZONING RLD-1
  5. AREA BY COORDINATE GEOMETRY.
  6. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY FEMA FLOOD COMMUNITY PANEL #371087000 DATED FEBRUARY 26, 2003. PG. 102 PG. 159, PG. 105 PG. 172
  7. UTILITY STATEMENT: THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
  8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND CIRCUMSTANCES WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE OWNER'S OBEY CREEK VENTURES, LLC 211 OLD FRANKLIN GROVE DRIVE, CHAPEL HILL, NC 27514
  - 9.

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00
L2	S 00°49'27" E	139.83
L3	S 38°45'27" W	83.38
L4	S 12°53'05" E	21.92
L5	S 33°41'49" E	35.05
L6	S 58°08'42" E	248.37
L7	S 33°20'07" E	89.56
L8	S 58°39'53" E	16.40
L9	S 33°20'57" E	19.84
L10	N 56°39'53" W	15.44
L11	N 33°20'07" E	39.37
L12	N 83°33'28" E	11.86
L13	N 53°53'33" E	54.77
L14	N 11°13'12" W	32.43
L15	S 58°08'41" E	24.71
L16	S 33°51'19" W	149.84
L17	S 33°45'23" E	181.13
L18	S 57°32'03" E	200.87
L19	N 28°19'27" E	130.53
L20	N 12°09'52" W	150.15
L21	N 85°44'28" W	90.04
L22	S 87°25'42" W	158.42

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	1253.87	165.83	N 29°55'09" E	155.51	7°54'06"	82.94
C2	1253.28	144.16	N 24°15'57" E	144.08	6°55'25"	72.16



I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN) THAT THE RATIO OF PRECISION AS CALCULATED IS 1:42,000 AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-20 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS DAY OF \_\_\_\_\_ A.D. 20\_\_

RONALD T. FREDERICK PLS L-4720

AREA OF ANNEXATION  
120.88 ACRES ±

THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.

SHEET 1 OF 1

	<b>OBHEY CREEK</b> ANNEXATION PLAT CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA ANNEXATION PLAT	REVISIONS: △		
	PROJECT NO: ERP13040 PREPARED BY: EWP13040-F4 SUBMITTED BY: RTF DRAWN BY: KMM SCALE: 1" = 200' DATE: 2015-03-03	THE JOHN R. McADAMS COMPANY, INC. 2905 Meridian Parkway Durham, North Carolina 27713 License No.: C-0283 (800) 733-5646 • McAdamsCo.com		

EXHIBIT C

Exhibit D: Legal Description of the Developed Property



D



**Exhibit D: PROPOSED DA-1 ZONING DISTRICT LEGAL DESCRIPTION**

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:775,536.71, E:1,981,607.20, the **Point of Beginning**; thence leaving said right of way South 44°56'37" East a distance of 220.00 feet to a point; thence South 00°49'22" East a distance of 139.63 feet to a point; thence South 02°36'15" West a distance of 346.98 feet to a point; thence South 38°45'27" West a distance of 83.38 feet to a point; thence South 00°04'59" East a distance of 397.30 feet to a point; thence South 12°53'05" East a distance of 310.62 feet to a point; thence South 14°00'59" West a distance of 292.32 feet to a point thence South 87°25'42" West a distance of 158.42 feet to a point; thence South 09°10'59" West a distance of 299.76 feet to a point; thence South 31°19'15" West a distance of 345.71 feet to a point; thence South 60°45'12" West a distance of 295.34 feet to a point; thence South 11°35'26" East a distance of 280.18 feet to a point; thence North 83°33'28" West a distance of 741.50 feet to an iron pipe on the right of way of US 15-501; thence with said right of way North 18°13'25" East a distance of 1581.78 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a right of way monument; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a right of way monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of US 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point on the right of way of US 15-501; thence with said right of way North 34°12'01" East a distance of 410.89 feet to the **Point of Beginning**, containing 42.44 acres.



Exhibit E: Legal Description of the Entire Property



E



**Exhibit E: LEGAL DESCRIPTION OF THE ENTIRE PROPERTY**

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:775,536.71, E:1,981,607.20, the **Point of Beginning**; thence leaving said right of way North 34°12'01" East a distance of 102.84 feet to a point; thence South 44°56'37" East a distance of 170.59 feet to an iron pipe; thence South 87°51'08" East a distance of 359.61 feet to an iron pipe; thence North 87°44'30" East a distance of 140.13 feet to an iron pipe; thence South 04°41'33" West a distance of 340.86 feet to an iron pipe; thence North 85°17'40" West a distance of 465.02 feet to an iron pipe; thence South 03°50'41" East a distance of 239.30 feet to an iron pipe; thence South 89°43'36" East a distance of 904.95 feet to an iron pipe; thence South 03°09'23" West a distance of 658.43 feet to an iron pipe; thence South 86°05'57" East a distance of 996.85 feet to an iron pipe; thence South 01°54'27" East a distance of 224.91 feet to an iron pipe; thence South 50°20'50" West a distance of 288.95 feet to an iron pipe; thence South 51°41'44" West a distance of 247.57 feet to an iron pipe; thence South 47°10'34" West a distance of 396.92 feet to an iron pipe; thence North 84°23'25" West a distance of 880.20 feet to an iron pipe; thence South 01°09'37" East a distance of 485.94 feet to an iron pipe; thence South 01°45'03" East a distance of 580.08 feet to an iron pipe; thence South 85°28'35" West a distance of 470.86 feet to an iron pipe; thence South 87°46'14" West a distance of 324.45 feet to an iron pipe; thence North 26°02'53" West a distance of 401.52 feet to an iron pipe; thence North 83°33'28" West a distance of 819.88 feet to an iron pipe on the right of way of 15-501; thence with said right of way North 18°13'25" East a distance of 1684.95 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a point; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point



on the right of way of 15-501; thence with said right of way North  
34°12'01" East a distance of 410.89 feet to the **Point of Beginning**,  
containing 120.88 acres.

Exhibit F: Boundary Map of the Town-Owned Property

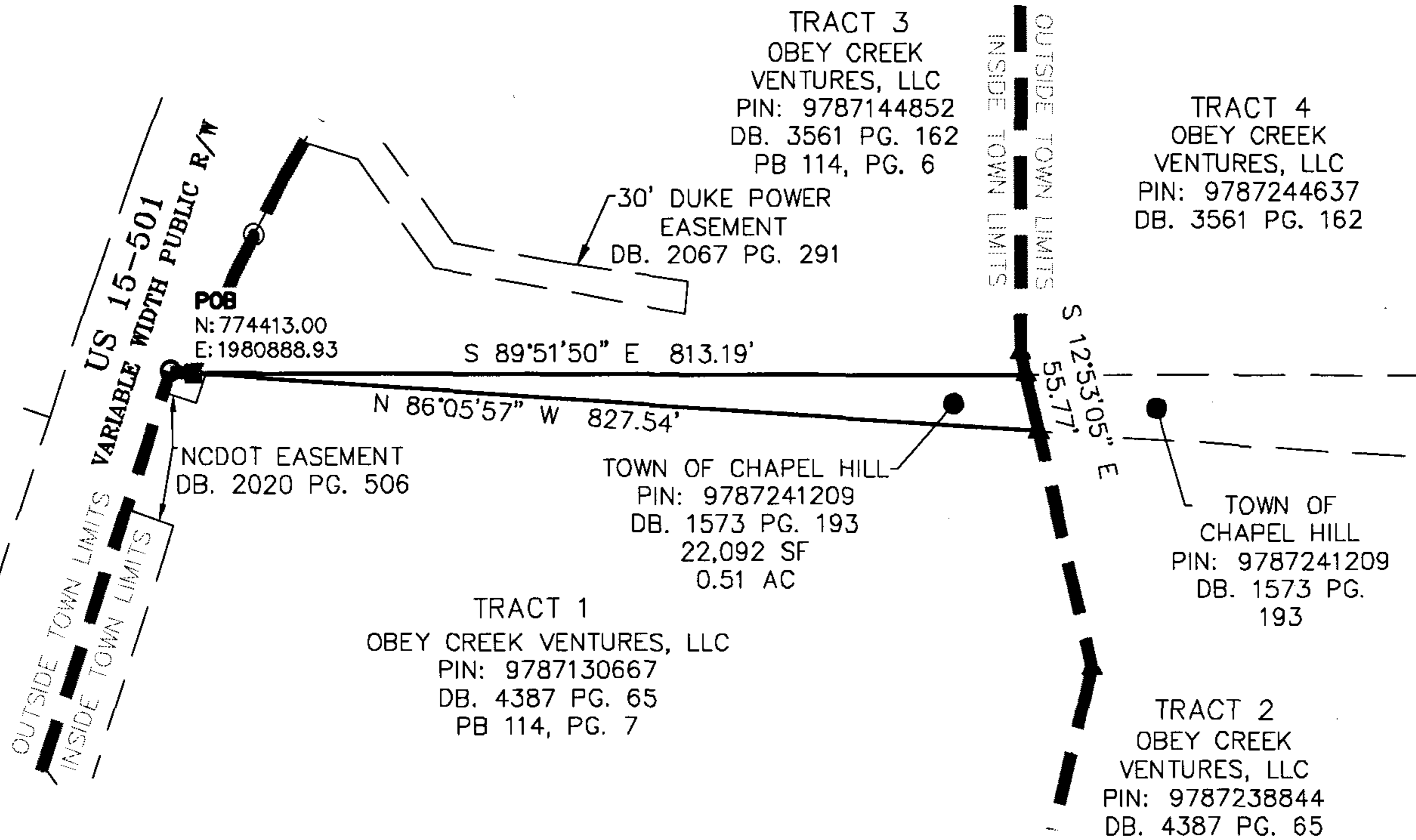


**F**

# EXHIBIT F



**PRELIMINARY PLAT – NOT FOR RECORDATION**

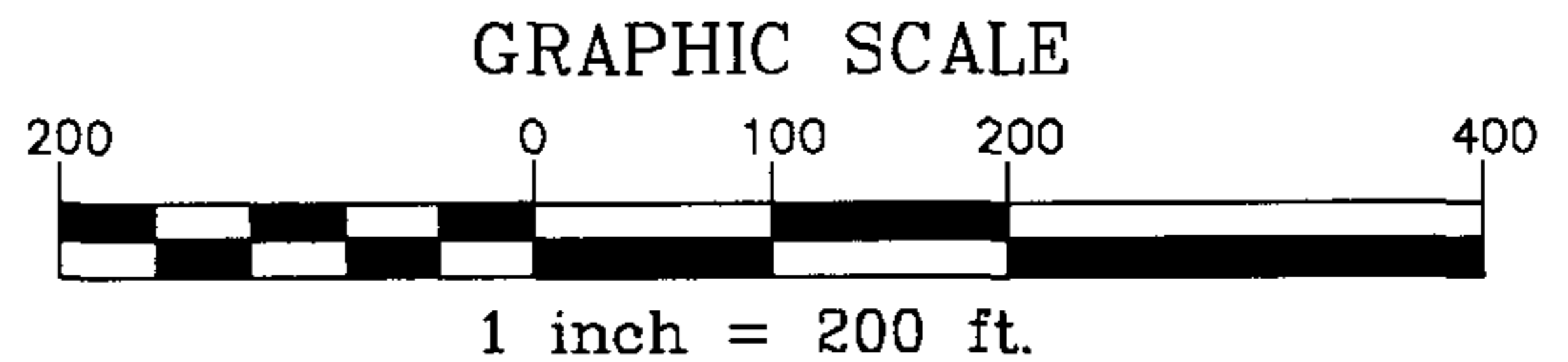


## GENERAL NOTES

1. THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

## LEGEND

- ⊙ EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- ▲ EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- ▲ CALCULATED POINT
- XXXX ADDRESS
- ZONING LINE



X:\Projects\EWP\EWP-13040 Obey Creek\Survey\Exhibits\EWP13040-EX2 Zoning TOCH.dwg, 6/3/2015 3:35:44 PM, Martin, Katie

<b>McADAMS</b>	PROJECT NO. EWP13040	<h1>OBEY CREEK</h1> <h2>TOWN OF CHAPEL HILL EXHIBIT</h2> <p>CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA</p>	 <b>McADAMS</b>	<small>THE JOHN R. McADAMS COMPANY, INC.</small> 2905 Meridian Parkway Durham, North Carolina 27713 License No.: C-0293 (800) 733-5648 • McAdamsCo.com
	FILENAME: EWP13040-EX2			
	SCALE: 1"=200'			
	DATE: 05-06-2015			



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Exhibit G: Legal Description of the Town-Owned Property

G



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**EXHIBIT G-LEGAL DESCRIPTION: TOWN-OWNED PROPERTY**

BEGINNING AT A CONCRETE MONUMENT ON THE EASTERN RIGHT OF WAY  
OF US 15-501, HAVING NC GRID COORDINATES N: ~~775,536.71~~ <sup>774,413.00</sup>, E: ~~4,081~~ <sup>1980888.93</sup>  
~~607.20~~, THE POINT OF BEGINNING; THENCE SOUTH 89°51'50" EAST A <sup>by phone</sup>  
DISTANCE OF 813.19 FEET TO A POINT; THENCE SOUTH 12°53'05" EAST A <sup>9/21/15</sup>  
DISTANCE OF 55.77 FEET TO A POINT; THENCE NORTH 86°05'57" WEST A <sup>RK</sup>  
DISTANCE OF 827.54 FEET TO THE POINT OF BEGINNING, CONTAINING 0.51  
ACRES.

Exhibit H: Obey Creek Site Map



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H



# Exhibit H: Illustrative Plan

(All building footprints within the development are conceptual and subject to revision)

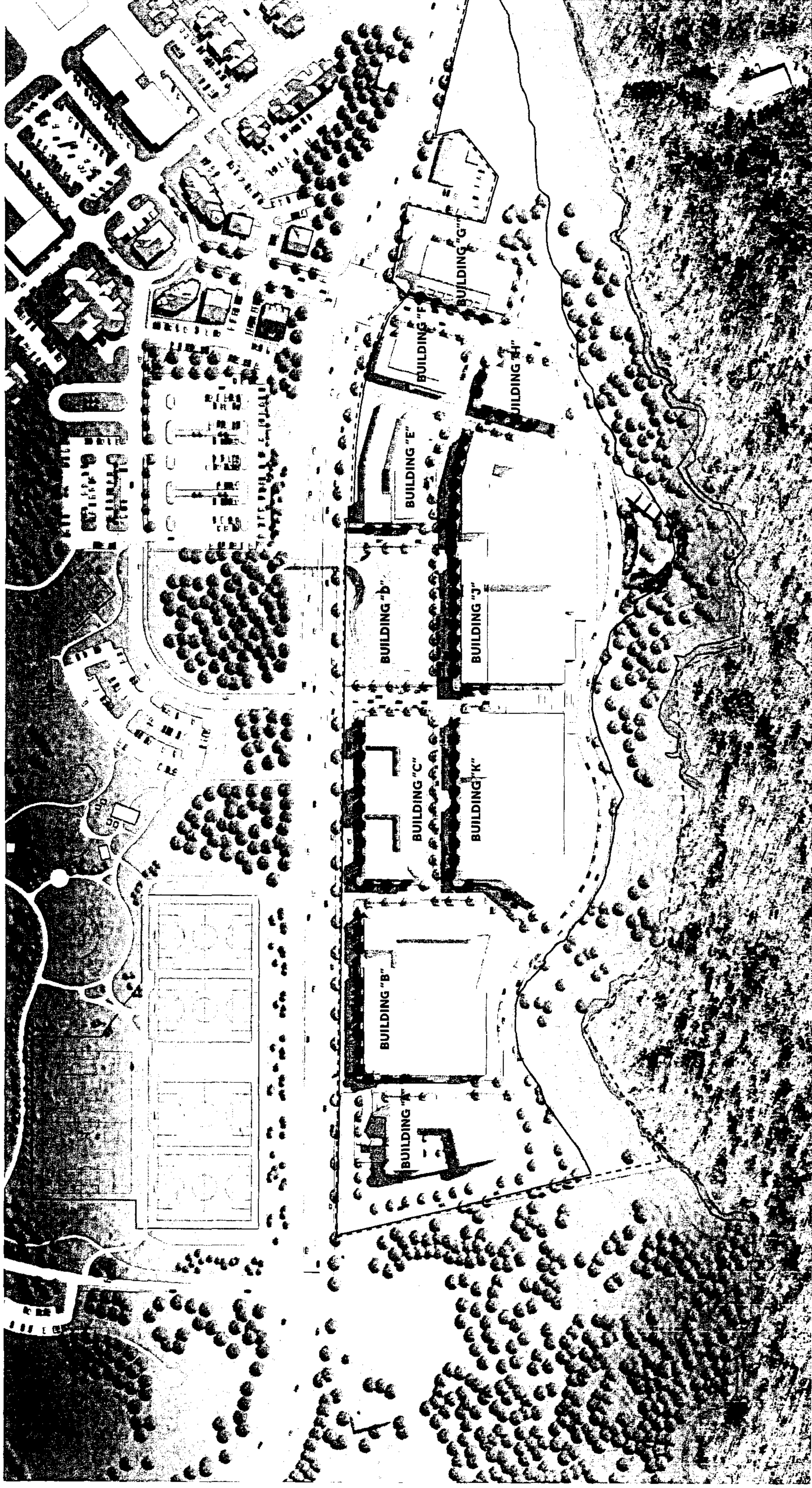


Exhibit J: The Village at Obey Creek Design Guidelines



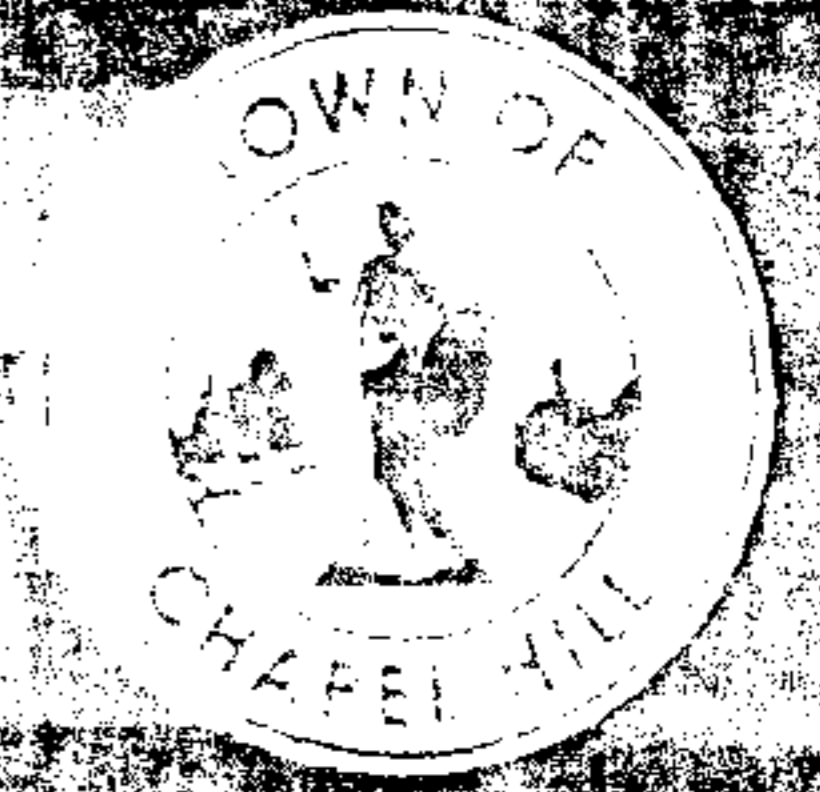
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**J**



Frederick  
Maryland

# Exhibit J



THE VILLAGE AT

# Obey Creek

DESIGN GUIDELINES // 07-01-15

PREPARED BY AELIUS MANFREDI ARCHITECTS



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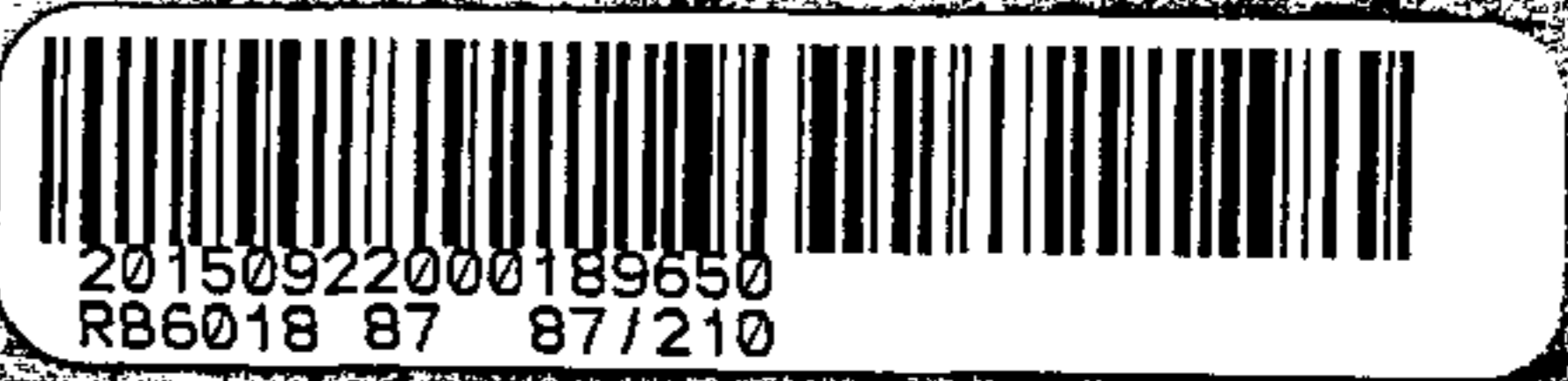
# Contents

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These guidelines are "Exhibit J", or a component, of the Obey Creek Development Agreement which contains additional regulations and standards for the property.

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# section 1: introduction



# purpose of the guidelines

The Village at Obey Creek will enhance the quality of life for all Chapel Hill residents by providing shopping, dining, and living choices in a mixed use, urban environment that respects the natural environment while providing vital support to the Town's economic sustainability. It is an opportunity to provide desired amenities for the south side of town and complement the existing land uses in and around Southern Village. The development of this land is a logical next step along the 15-501 corridor, and will incorporate myriad smart growth strategies including increased cycling infrastructure, increased transit use, greater walkability, more housing options for market rate and senior living, sustainable site planning, natural resource management, engaging human scaled architecture, and street oriented retail shops. This site is 127 acres with 35 acres proposed for active development and over 80 acres preserved as conservation land.



# Process



The development review and approval process for the Village at Obey Creek is a multi-phased approval process designed to encourage input and involvement from all stakeholders including community members, Town Council, Town staff and advisory boards and commissions.

A Southern Small Area Plan created in the early 1990's suggested a mixed use development on the west side of 15-501 that resulted in Southern Village, and single-family zoning on the east side until circumstances changed and additional infrastructure could be provided.

The Chapel Hill Town Council initiated a process to prepare a new, updated comprehensive plan for the community in 2011. The Chapel Hill 2020 Comprehensive Plan was developed through the collaboration and efforts of a variety of community participants. The aim was to create a framework for development in Chapel Hill in the 21st-century.

South 15-501 was defined as a focus area, highlighting the desirability of concentrating development on the west side of the Obey Creek site as a means of addressing Town goals for economic development on this environmentally sensitive site, and emphasized emulating the design principles of the Market Street area of Southern Village. The plan was adopted in 2012.

In January 2014, the Town Council began Phase II of the development agreement process. In June 2014, the Town Council authorized the beginning of Phase III. After a series of negotiation work sessions and staff reports, the Town of Chapel Hill provided the development team with a project review and approval road map.

A special series of periodic Council review meetings was established from November of 2014 to April of 2015 with a Town Council vote anticipated in June of 2015.



## Chapel Hill 2020 Comprehensive Plan

In March of 2013 the Town Council approved a new development agreement approval process. In June of 2013, the Town Council approved the formation of an Obey Creek Compass Committee which issued its final report to the Town Council in December of 2013.

<b>Preliminary Concept Review</b> 2010	<b>Town Planning</b> 2011	<b>Revised Concept Review</b> 2012	<b>Development Agreement Phase I</b> 2013
<p>March, 2010 Community Design Commission Initial Concept Review</p> <p>May, 2010 Town Council Initial Concept Review</p>	<p>July 2011 Retail Development Strategy completed</p>	<p>June 25, 2012 Council Adopts Chapel Hill 2020 Comprehensive Plan</p> <p>August 15, 2012 Community Design Commission Revised Concept Review</p> <p>September 19, 2012 Town Council Revised Concept Review</p>	<p>March 2013 Town Council Approves New Development Agreement Process</p> <p>June 2013 Town Council Approves the Formation of the Compass Committee</p> <p>December 2013 Compass Committee Issues Report to Town Council</p>



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# Mission Statement

Obey Creek will create an active, dynamic village that will be welcoming to all.

Obey Creek will have a long term beneficial impact on the Town's tax base through increased commercial taxes, sales taxes, increased residential densities, and contributions to public open space and amenities.

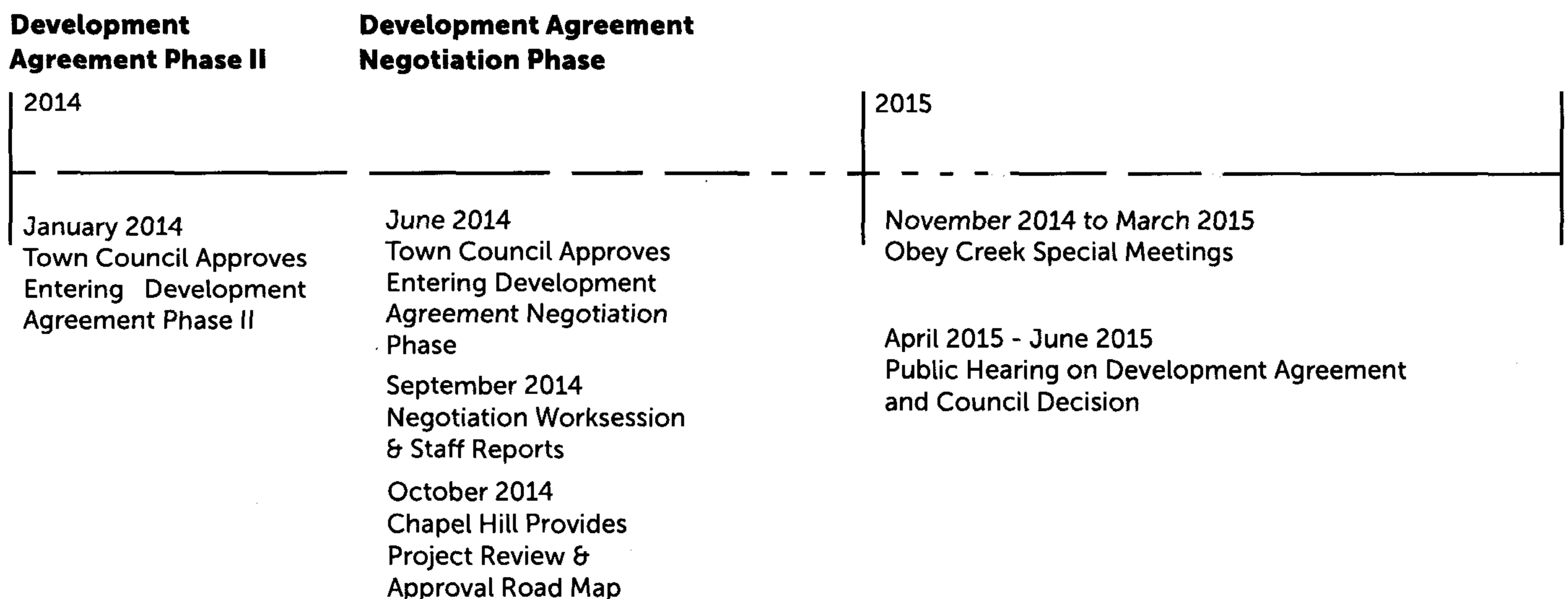
Obey Creek will create a synergistic mix of uses that might include retail stores, restaurants, a grocery store, apartments, condominiums, independent living senior residences, hotel, and commercial office buildings.

Obey Creek will include development components to help address the Town's needs for affordable housing options.

Obey Creek will facilitate and encourage transit options and provide multi-modal connectivity to the town and the region.

Obey Creek will achieve significant reductions in energy consumption, carbon footprint, water consumption, and automobile trips compared to accepted baseline standards.

Obey Creek will create buildings and open spaces that engage pedestrians and occupants with exemplary contemporary design that is human scaled, richly textured, and specific to its place.



# Existing Conditions



## Surrounding Land Uses and Access:

The 127 acre Obey Creek site is situated to the east of US Highway 15-501, across from Southern Village, and extends approximately 2,700 feet south from the Main Street entrance to Southern Village, almost to the southern end of Southern Community Park athletic fields at Dogwood Acres Drive. The site is also located in close proximity to the Southern Village Park and Ride Lot which is adjacent to Mary Scroggs Elementary School. North and east of the property is the Town Fire Station and several established homes and smaller neighborhoods accessed off of Mt. Carmel Chapel Road. An existing warehouse structure abuts the property to the north.

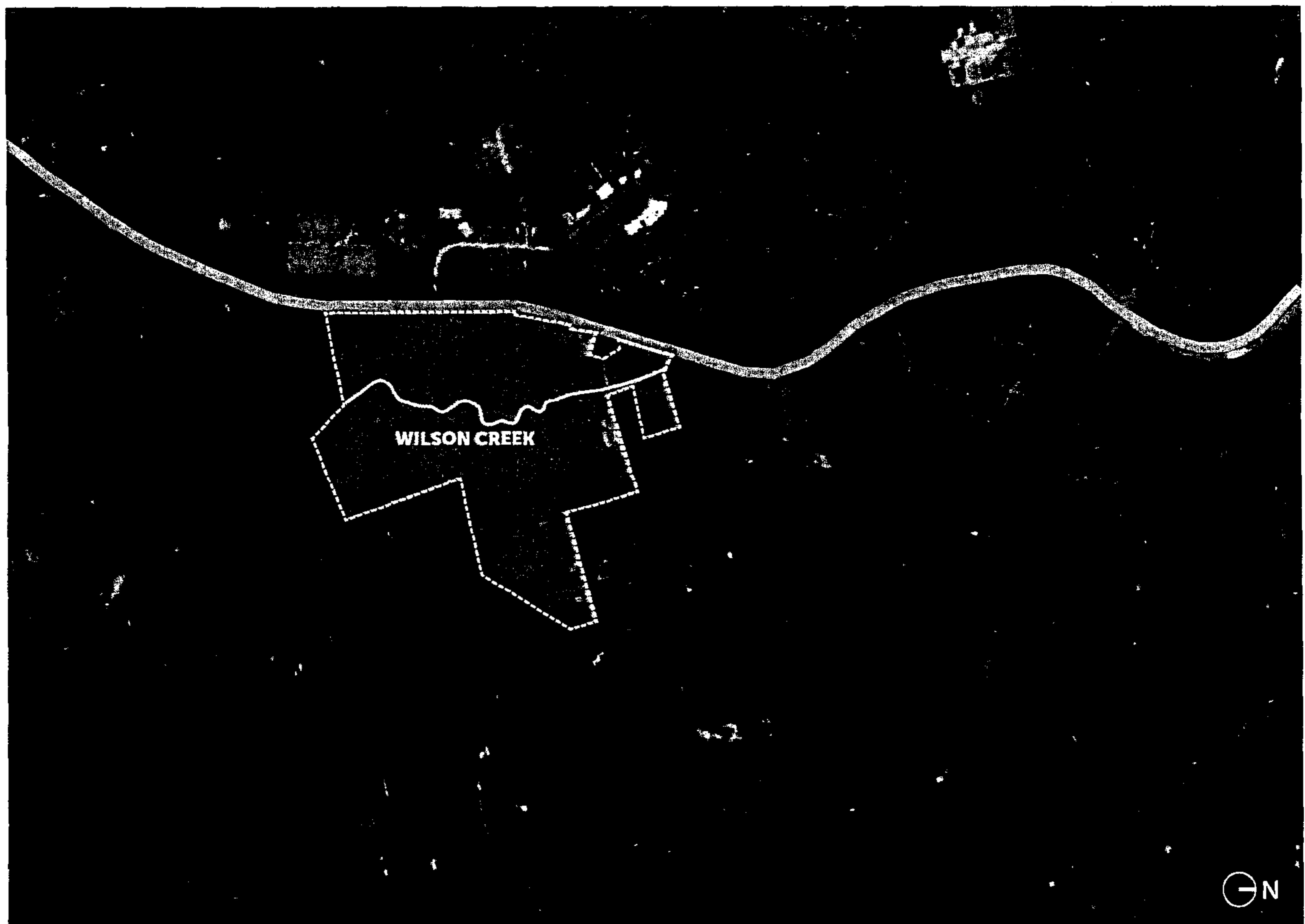
Introduction



Site Conditions:

Wilson Creek, the most notable physical feature bisecting the property meanders northward through the property to join with Morgan Creek. Land on both sides of the creek includes moderate to steep slopes (12% - 30%) within the stream buffers and adjacent to the alluvial zone. Areas planned for development are dominated by slopes ranging from 5% to 17%. Soil types that exist over much of the area include Appling sandy loam, Louisburg sandy loam and Wedowee sandy loam, which pose only moderate constraints for development.

Vegetation includes a mixture of hardwoods and pines with younger growth pines throughout the area west of Wilson Creek. Larger hardwoods occur along the stream buffer and to the east of Wilson Creek. With the exception of several houses (vacant) and the abandoned quarry located east of Wilson Creek, the site is undeveloped.



INTRODUCTION

# Existing Conditions



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Slope + PCD

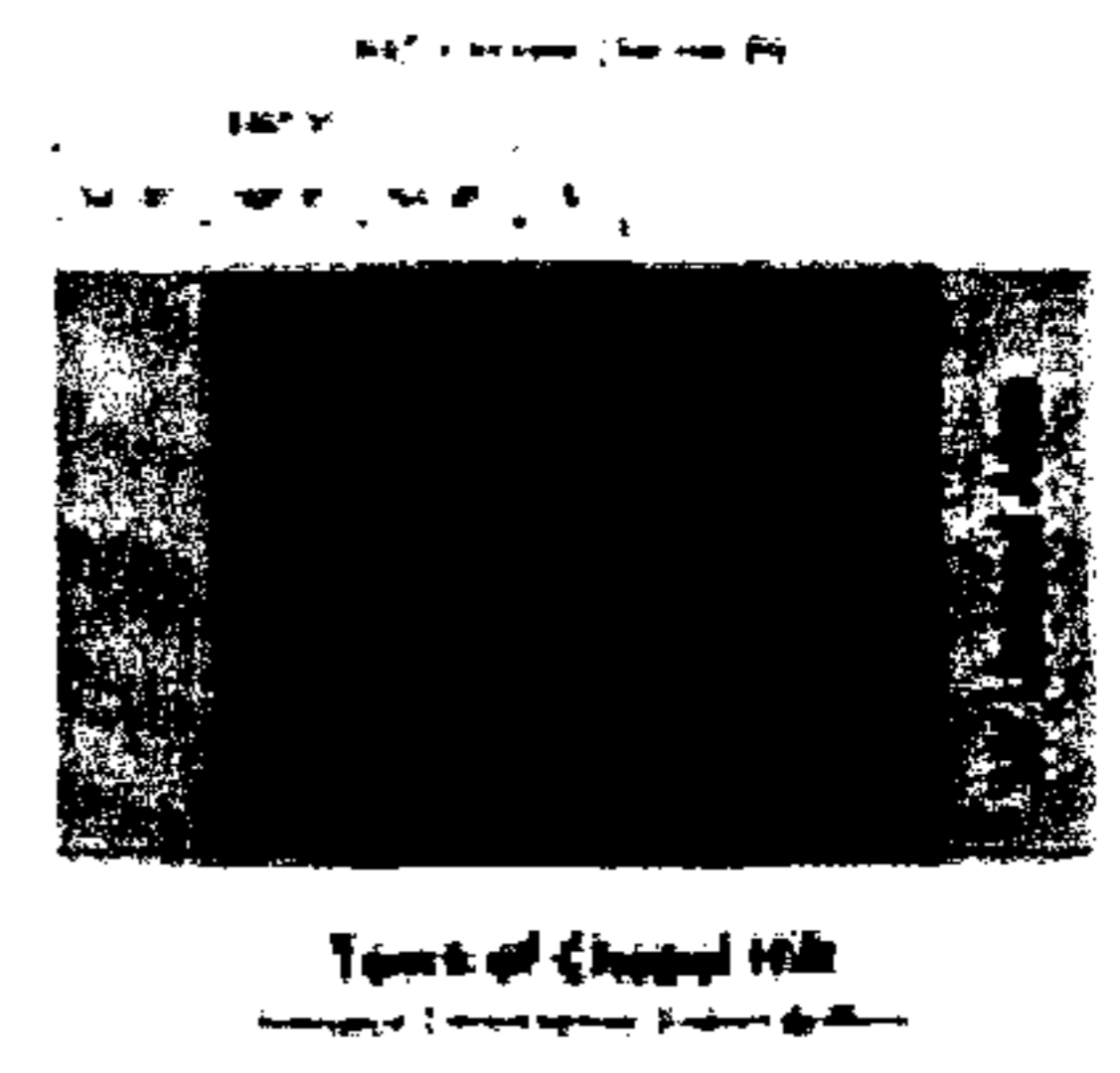


## Slopes

0-15% Slopes

15%-20% Slopes

25% + Slopes



Tree Survey



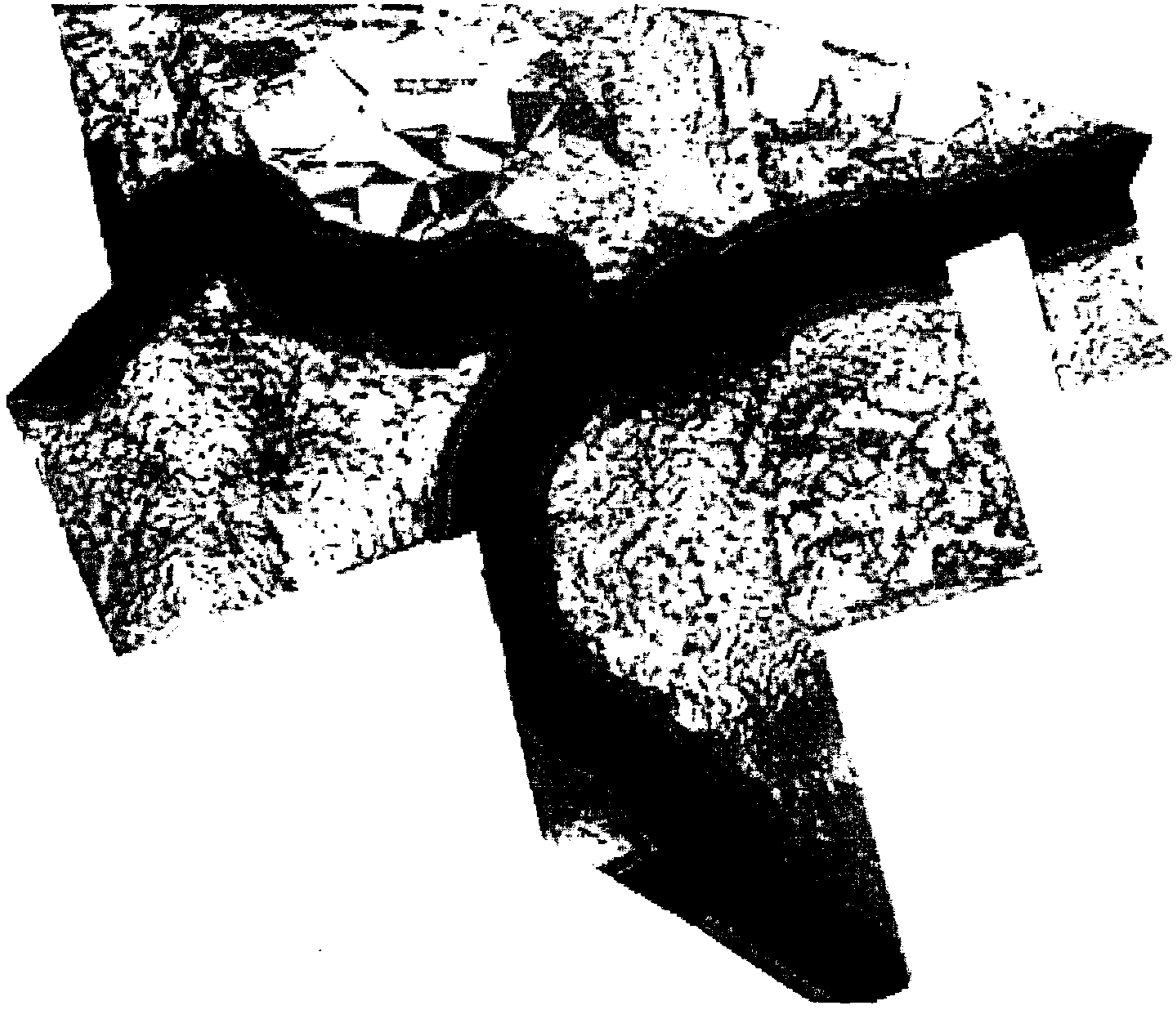
## Surveyed trees within the development footprint

- 135 Poplar
- 44 Oak
- 86 Pine
- 68 Gum
- 12 Maple
- 5 Sycamore
- 40 Unidentified Hardwoods



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Development Limitations



INTRODUCTION

Development Limitations

Most Suitable - Slopes less than 15% and no RCD present

 Moderate Limitations - Contiguous area with slopes in excess of 15% and 50'-0" Upland Zone

 Severe Limitations - 50'-0" Stream Buffer and 50'-0" Managed Use Zone

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**section 2:**  
land use +  
planning principles





# planning principles

## **Statement of Compliance with the Chapel Hill 2020 Comprehensive Plan and Design Guidelines**

The Chapel Hill 2020 Comprehensive Plan establishes principles to guide future growth within the Town's ETJ and Urban Services Boundary and more specifically within the South 15-501 area. The Village at Obey Creek is envisioned to embrace all of these principles and to provide for future growth in a sustainable footprint in close proximity to existing infrastructure. The integration of these principles into the design and the preservation of two-thirds of the site as open space honors the spirit of the Southern Small Area Plan developed in the early 1990's.

The driving principle behind the vision for Obey Creek is 'long term sustainability'. Long term sustainability is the balance of economic, social, environmental and cultural concerns in a manner that enables uses to adapt over time to meet changing demands. The systems that provide for a sustainable and resilient community revolve around interconnected pedestrian and multi-modal vehicular circulation patterns, stormwater management systems, energy management systems, civic spaces and parks, and open space areas. The Concept Plan for Obey Creek illustrates a proposed interconnected pattern for development. Of key importance is the interconnectivity within an urban streetscape along with connections to adjacent Southern Village, Southern Community Park, the Southern Village Park and Ride lot and the proposed Town Park. This pattern of clustered uses enables the preservation of a significant natural area that helps to balance urban development. The proposed village focuses on a vibrant main street of commercial, hotel, civic and entertainment uses. Offices and residential uses are proposed to be located predominately above the commercial main street. Small pocket parks located strategically throughout the community will supplement more than 80 acres of the Wilson Creek Preserve. The Village at Obey Creek is designed to meet



the community needs through a commercial rather than a residential focus serving to increase the Town's commercial tax base while minimizing the impact on surrounding schools.

**Encourage clustered retail development. Maintain the Urban Services/Rural Buffer Boundary**

Obey Creek proposes to cluster development within a smaller area (30% of the site) and preserve the balance of the site with Green Infrastructure (70% of the site). This development strategy maximizes the efficiency of Town services and minimizes unnecessary sprawl. This strategy of cluster development recognizes and honors the spirit the Southern Small Area Plan by dedicating large amounts of open space in perpetuity. Densities that encourage transit use are key to the success and resiliency of the proposed development. This clustering of uses is aligned along a main street, parallel to 15-501.

**Plan corroboratively for the 15-501 corridor with Orange County and Chatham County (including transit planning)**

Regional planning efforts promote the development of mixed-use areas of high-medium density within close proximity of existing and proposed transit routes. Chapel Hill Transit is currently serving the 15-501 corridor and has recently extended its service to Pittsboro to the south. Densities that are needed to encourage ridership and at the same time discourage automobile use are key to long term economic, social and environmental sustainability. A diverse mixture of uses including housing, civic, and commercial businesses are proposed along the 15-501 corridor.

**Minimize the traffic impact on adjacent neighborhoods. Provide corridor buffer along 15-501, allowing for visibility and access to retail or commercial development. Conserve and Protect Existing Neighborhoods**

The mixture of uses is designed to create a pedestrian-friendly public realm that serves as a focus for the proposed community and adjacent neighborhoods. The careful balance of this mixture of uses, combined with human-scale architecture characteristic of urban forms, will ensure that Obey Creek enhances the "livability" of the entire 15-501 Corridor. The compact form and extensive pedestrian connectivity supported with walkways within the development will discourage vehicular transportation within the immediate and adjacent neighborhoods. Pedestrian friendly communities enhance the social characteristics of the

community and provide safer and environmentally conscious neighborhoods. A grade separated pedestrian and community bicycle bridge is proposed to link Obey Creek with Southern Park, Mary Scroggs Elementary School, and Southern Village across 15-501. Additionally a dedicated bicycle path runs parallel to and links the current 15-501 bike lane and regional greenway system providing a vital connection for bicyclists and pedestrians.

**Maximize permanent preservation of open space. Preserve and enhance the "Green Gateway." Conserve and Protect the Town's Existing Natural Setting**

Preservation and dedication of the Wilson Creek Preserve, a large (80+ acre) park to the east of Wilson Creek will enhance the livability of the entire Southern Area of Chapel Hill. This area is characterized by steep slopes, predominately hardwood vegetation and pristine streams. Easy access for all Town residents via a central access point and greenway linkages is an essential part of the Obey Creek open space system. Aligning a mixture of residential uses along Wilson Creek will support the economic and social facets of the development while also serving to screen the utilitarian requirements of parking and service areas.

Another component of the open space system is the street along 15-501. It is proposed to have varied setbacks and building height envelopes allowing for numerous tree re-plantings and accessible pedestrian friendly open areas. This control will ensure that the character of the Town's "Green Gateway" respects this principle of the 2020 plan and encourages pedestrian and bicycle activity along this new urban streetscape.

**Identify areas where there are creative Development opportunities**

Few development sites exist within the Urban Services boundary that offer the level of existing infrastructure that is available to Obey Creek. The close proximity to the Town and UNC Campus and Hospitals makes Obey Creek a responsible choice for the site of future growth. Through careful and sensitive design solutions, the benefits of clustering development in the manner proposed can serve to balance any environmental, economic and social impacts and support the general principles outlined for this area in the Chapel Hill 2020 Comprehensive Plan.



**Promote a range of housing options for current and future residents, such as senior citizen housing, hotel, apartments, and townhouses. Minimize the impact of the development on schools with increased commercial revenue that supports both local and surrounding communities. Encourage desirable forms of non-residential development; Create and preserve affordable housing opportunities**

Obey Creek is planned with shops, offices, a hotel and residences oriented along a lively and pedestrian-friendly main street. The retail shops are designed with offices and residential housing fronting on walkways with outdoor dining and gathering areas. Only a limited amount of convenience parking will be provided at street level. Additional structured parking will be provided below or above grade wrapped by other uses, or beneath buildings and common areas, supporting and mitigating the effects on the environment by limiting impervious materials, and light and noise pollution, while maintaining the green infrastructure.

Affordable housing offering both for-rent and for-sale opportunities will help to ensure the vibrancy and long term resiliency of Obey Creek. The design concept proposed maintains the flexibility needed to accommodate all community needs such as senior housing and workforce housing in a sustainable urban context. Providing for and targeting workforce and senior housing minimizes the impact of the development on local schools.

#### **Work Toward A Balanced Transportation System**

Obey Creek is planned around a comprehensive pedestrian system which links the main street sidewalks and plazas with the greenway park along the eastern boundary. Pedestrian plaza areas and access points will ensure that all residents and visitors enjoy equal and unimpeded access. A Town bikeway, separate from vehicular traffic, is planned parallel to the 15-501 frontage. Internal and external bicycle storage at key locations will support reduction of vehicular traffic within and around surrounding communities. These facilities, along with new and existing bus routes along 15-501, combine to make The Village at Obey Creek a critical link in balancing alternative transportation modes with convenient living opportunities. Facilities and programs will be provided that encourage bicycle and "alternative fuel" vehicle use over that of private automobiles. Programs such as preferred parking for alternative fuel vehicles, car sharing, electric charging stations will support environmental "Green" communities

and minimize carbon footprint. These programs will help to disseminate information related to alternative transportation modes to residents and visitors.

#### **Mix of uses**

Having goods, services and workplaces within close proximity of residences greatly increases the opportunity to reduce vehicular traffic in favor of bicycle and pedestrian trips. The goal of the development is to serve and provide resources for the patrons, workers, and residents of the Obey Creek Development, adjacent neighborhoods, the UNC campus, and the Chapel Hill community as a whole. Large scale retail will provide goods currently not available to the Chapel Hill residents within Orange County. The hotel will provide accommodations and services for visitors to Chapel Hill and the UNC campus. An independent living facility will support an aging population and provide an alternate housing opportunity within Chapel Hill for current residents. Office space of varying size and flexibility will support new and existing businesses while providing opportunities to retain and recruit employees from Chapel Hill and surrounding areas.

#### **Mix of residential types**

From apartments to rowhouses; a diversity of residential products is key to serving a varied population.

#### **Important sites made available for civic uses**

Convenient and prominent sites including Highland Park will be centrally located, and will be made available for uses that are important to the civic life of the community.

#### **Public open spaces**

Conveniently accessible locations will be set aside and configured as public gathering spaces. These spaces will be comfortably sized and may be in the form of plazas, squares, parks or playgrounds.

#### **An interconnected network of walkable streets**

Streets must connect to allow traffic to circulate and distribute. Severing connectivity leads directly to increases of traffic congestion on the remaining available routes. The congestion resulting from loading traffic onto a sparsely connected street system can greatly increase the need for increasing capacity through road widening, which results in an even less walkable and more auto-oriented environment. Interconnected streets are not just good for cars, they are much better



for circulation on foot and by bicycle as well. In order to attract pedestrians to walk down a street segment, the route must feel safe, shaded and interesting.

### **Proper orientation of building fronts and backs**

Streets and other public spaces should be shaped by the fronts of buildings, not the backs. The fronts of buildings should feature doors and windows providing security through "eyes on the street". Large expanses of blank wall or bare parking garage facing the street will be avoided. Service items such as dumpsters, loading docks and parking lots will be screened from view in mid-block locations away from main pedestrian routes. This will be a consideration for 15-501 as well as the newly created internal streets.

In the process of achieving the urban design fundamentals listed above, care will be given to ensuring that the public spaces of the community are beautiful. A beautiful community will invite public and private engagement and investment over time.

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# Section 3: general design standards

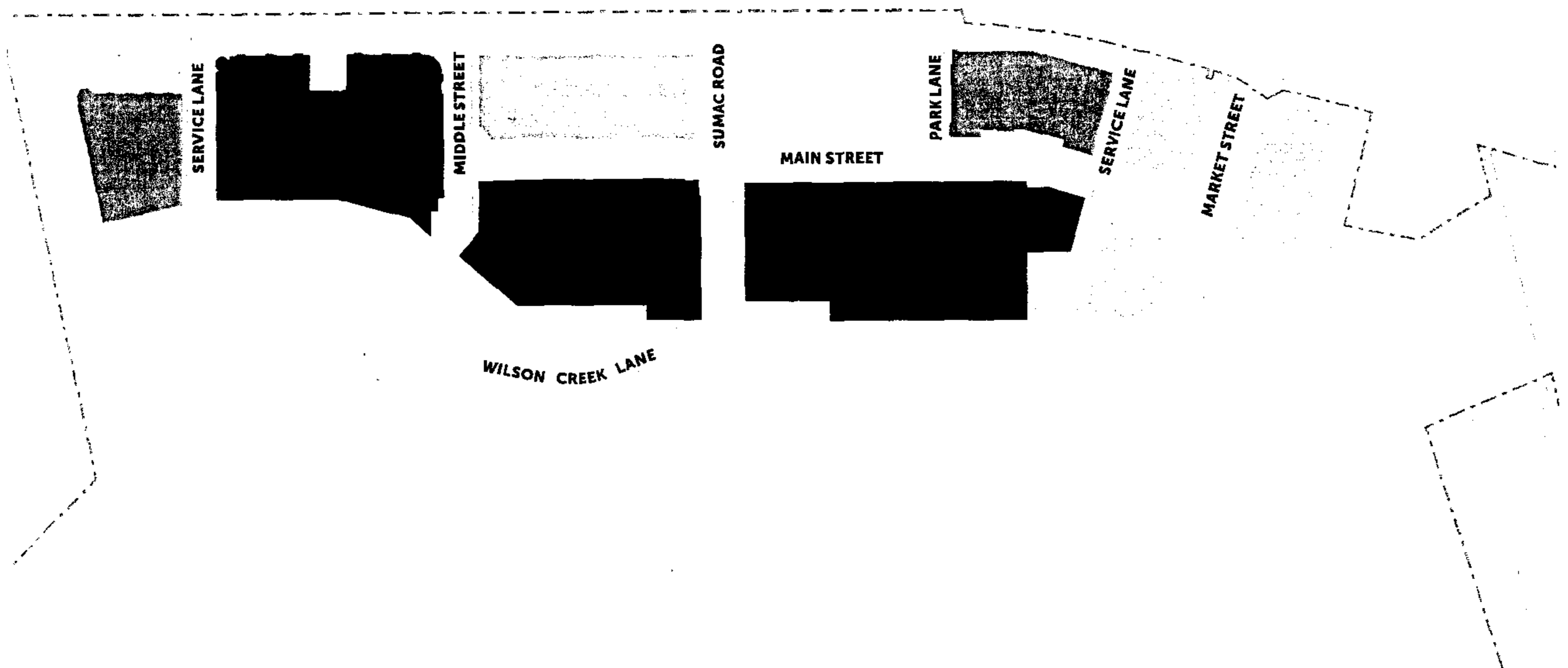


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# Building Typologies

-  Type 1
-  Type 2
-  Type 3
-  Type 4
-  Type 5

GENERAL DESIGN STANDARDS



# Type 1 Building Typology and Uses

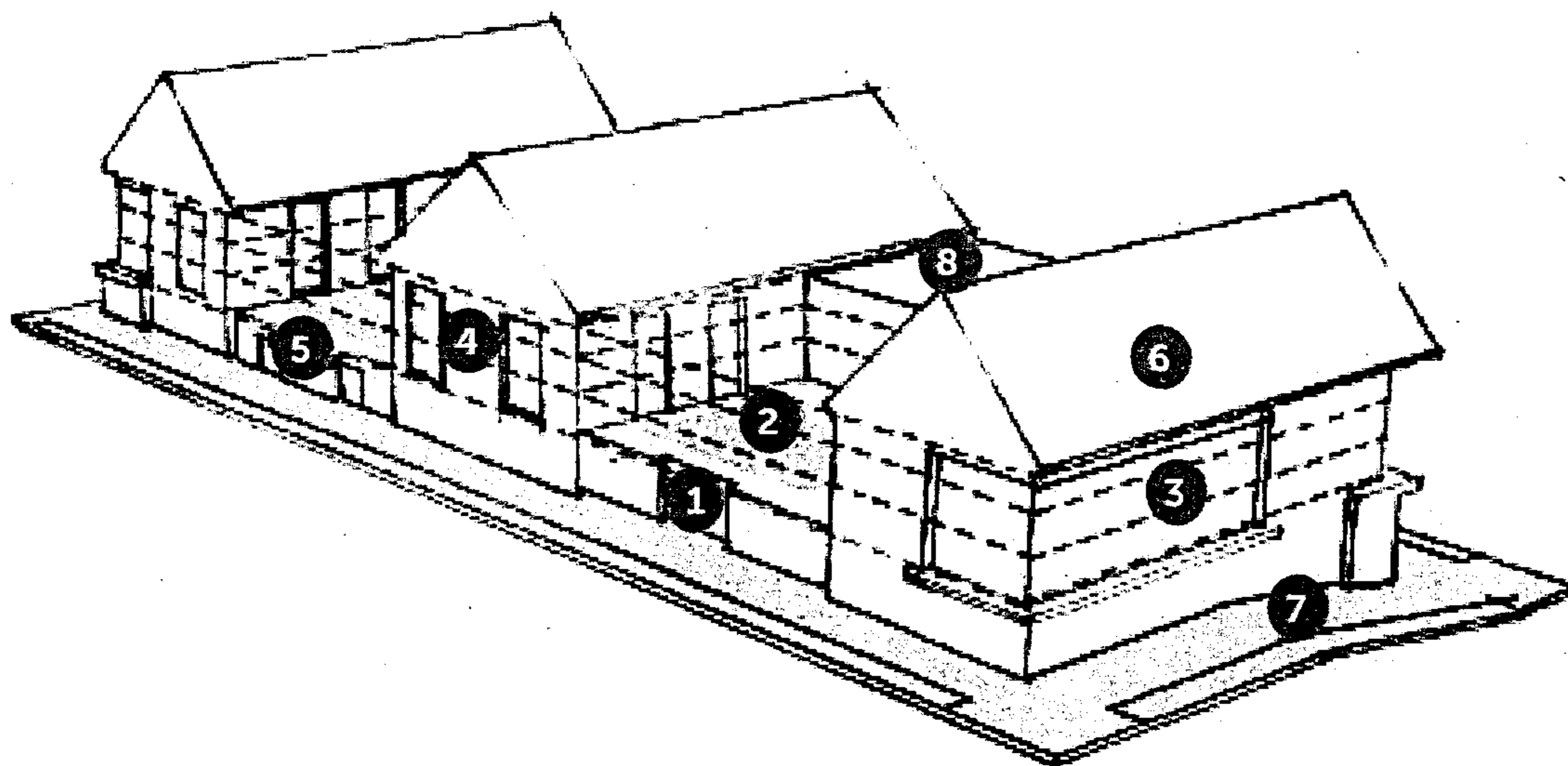


## Low-Rise Residential Above In-line Retail

Low-rise residential buildings characterized by apartment flats arranged around terrace-level courtyards. Apartment access is from a lobby oriented to a sidewalk or courtyard. Ground floors may incorporate in-line retail tenants and parking. Parking can be provided within a common parking structure preferably below grade. Above grade parking is allowable but must be buffered by other uses along major right of ways. Surface parking is not allowable except during interim phases.

GENERAL DESIGN STANDARDS

- 1 Ground level uses to be in-line, multi-tenant retail, commercial or residential amenities and may include parking.
- 2 Residential terrace-level courtyards provide common open and recreational opportunities
- 3 Stacked apartment flats.
- 4 Building facade of the residential upper floors is to be a minimum of 30% glazing; building facade for the ground level retail to be a minimum of 70% glazing
- 5 Residential access to be provided from a lobby oriented to the public way
- 6 Sloped roofs and flat roofs may be provided
- 7 Below grade parking may be provided below other uses
- 8 Rooftop mechanical equipment over 4' high to be screened. Maximum height will be 20'







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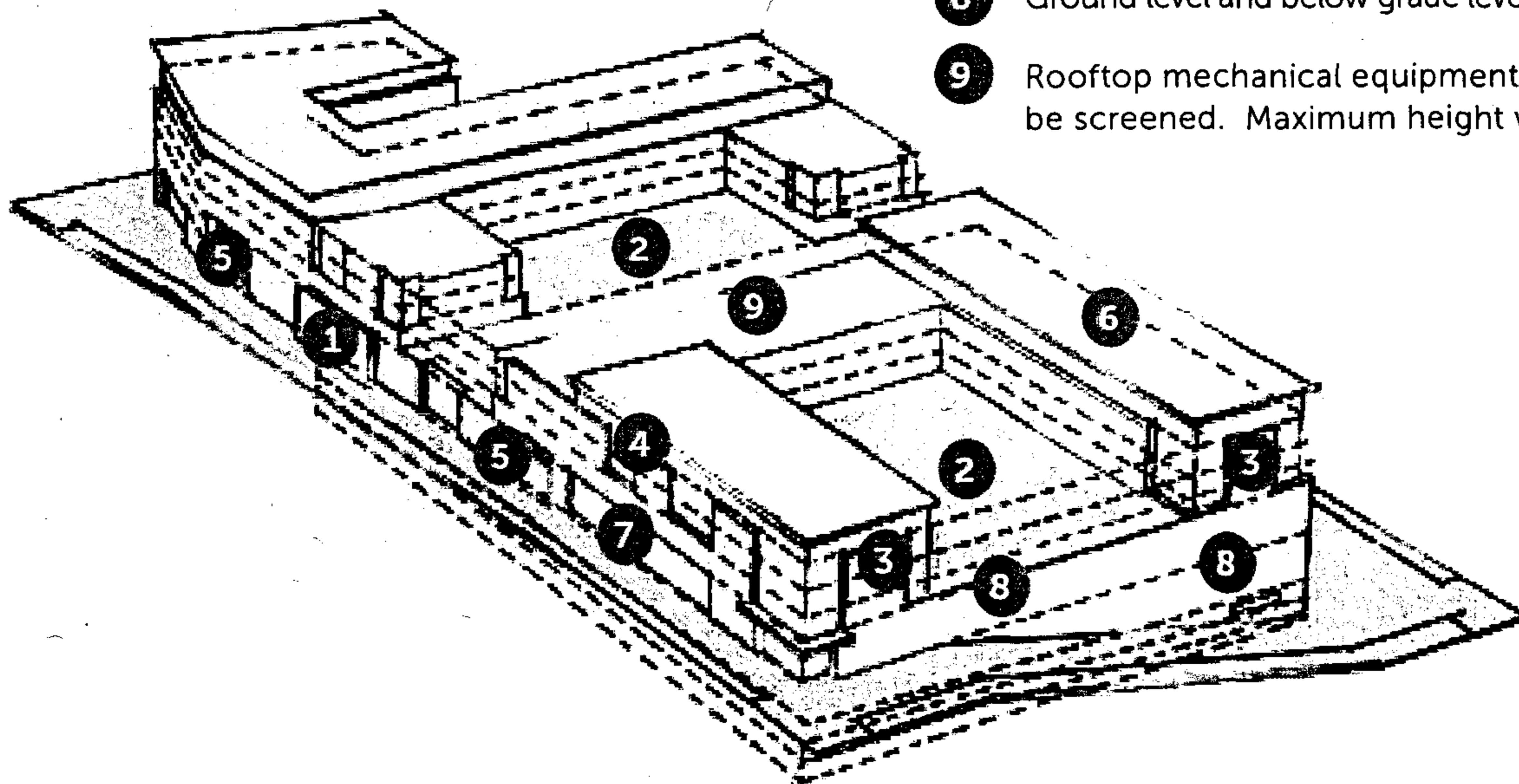
## Type 2 Building Typology and Uses

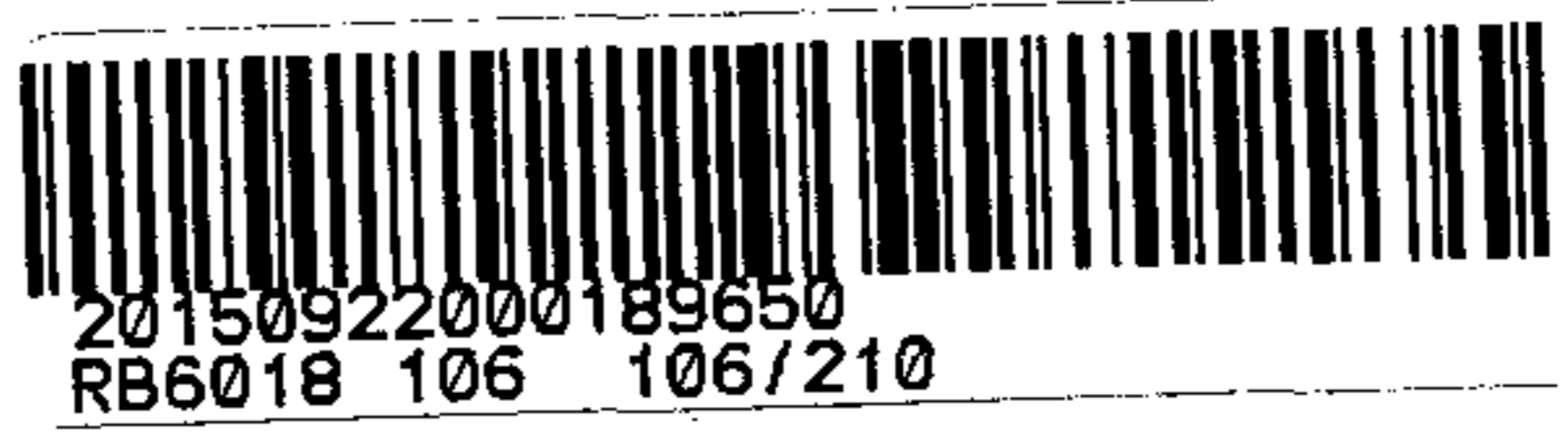
### Mid-Rise Residential Above Large-Scale Retail

Mid-rise residential buildings characterized by apartment flats arranged around exterior podium-level courtyards. Apartment access is from a lobby oriented to a sidewalk or courtyard. Ground floors may incorporate large-scale and in-line retail tenants and parking. Parking can be provided within a common parking structure preferably below grade. Above grade parking is allowable but must be buffered by other uses along major right of ways. Surface parking lots are not allowable except during interim phases.

- 1 Ground level uses to be in-line, multi-tenant retail, commercial, residential amenities and may include parking
- 2 Residential single story level courtyards provide common open and recreational opportunities
- 3 Stacked apartment flats.
- 4 Building facade of the residential upper floors is to be a minimum of 30% glazing; building facade for the ground level retail to be a minimum of 70% glazing
- 5 Residential access to be provided from a lobby oriented to the public way
- 6 Flat roofs will be provided
- 7 Upper floor retail uses must provide a minimum of 20% transparency
- 8 Ground level and below grade level large scale retail
- 9 Rooftop mechanical equipment over 4' high to be screened. Maximum height will be 20'

GENERAL DESIGN STANDARDS





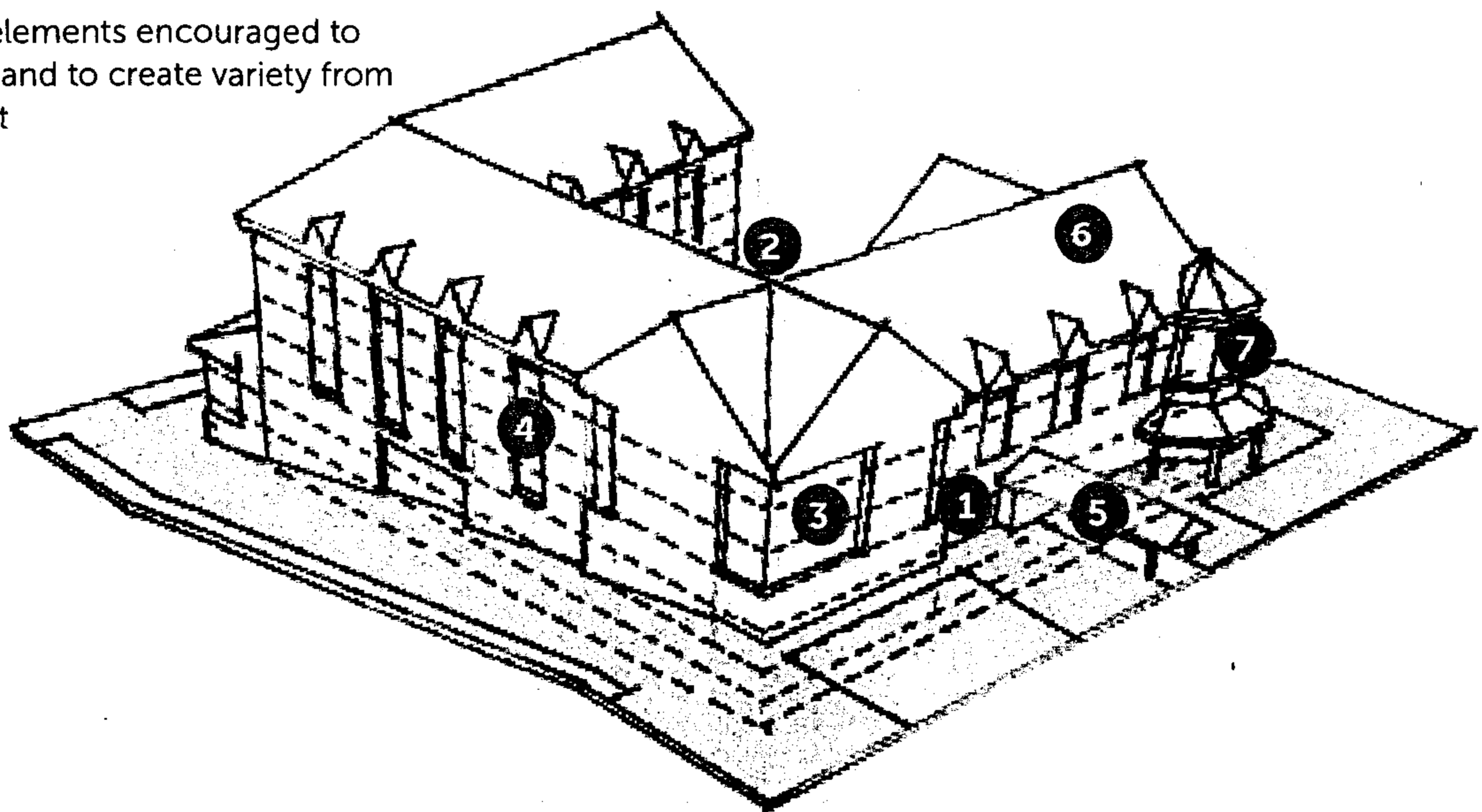
# Type 3 Building Typology and Uses

## Mid-Rise Independent Living Residential or Hotel

The mid-rise independent living facility will provide apartment-style living facilities for seniors with convenient tenant services, senior-friendly surroundings and social opportunities for residents. A mid-rise boutique hotel will provide accommodations, function halls, and amenities to support corporate events, private functions, and small conventions. Common amenities are to be provided at grade level with residential/hotel rooms and units above. Function hall and associated services may be provided above ground level. Access will be provided from a lobby oriented to the public way. Parking is to be provided within a common centralized garage.

GENERAL DESIGN STANDARDS

- 1 Ground level uses to be common residential or hotel amenities, retail, or commercial
- 2 Terrace levels to provide common open space and recreational opportunities
- 3 Stacked residential or hotel units. Maximum three levels above ground floor retail, commercial, or service office.
- 4 Building facade is to be a minimum of 30% glazing
- 5 Residential or hotel access to be provided from a lobby oriented to the public way
- 6 Sloped roofs or flat roofs may be provided. Flat roofs are to be utilized for terraces, solar arrays, green roofs or high albedo roofing
- 7 Iconic architectural elements encouraged to create visual interest and to create variety from one block to the next





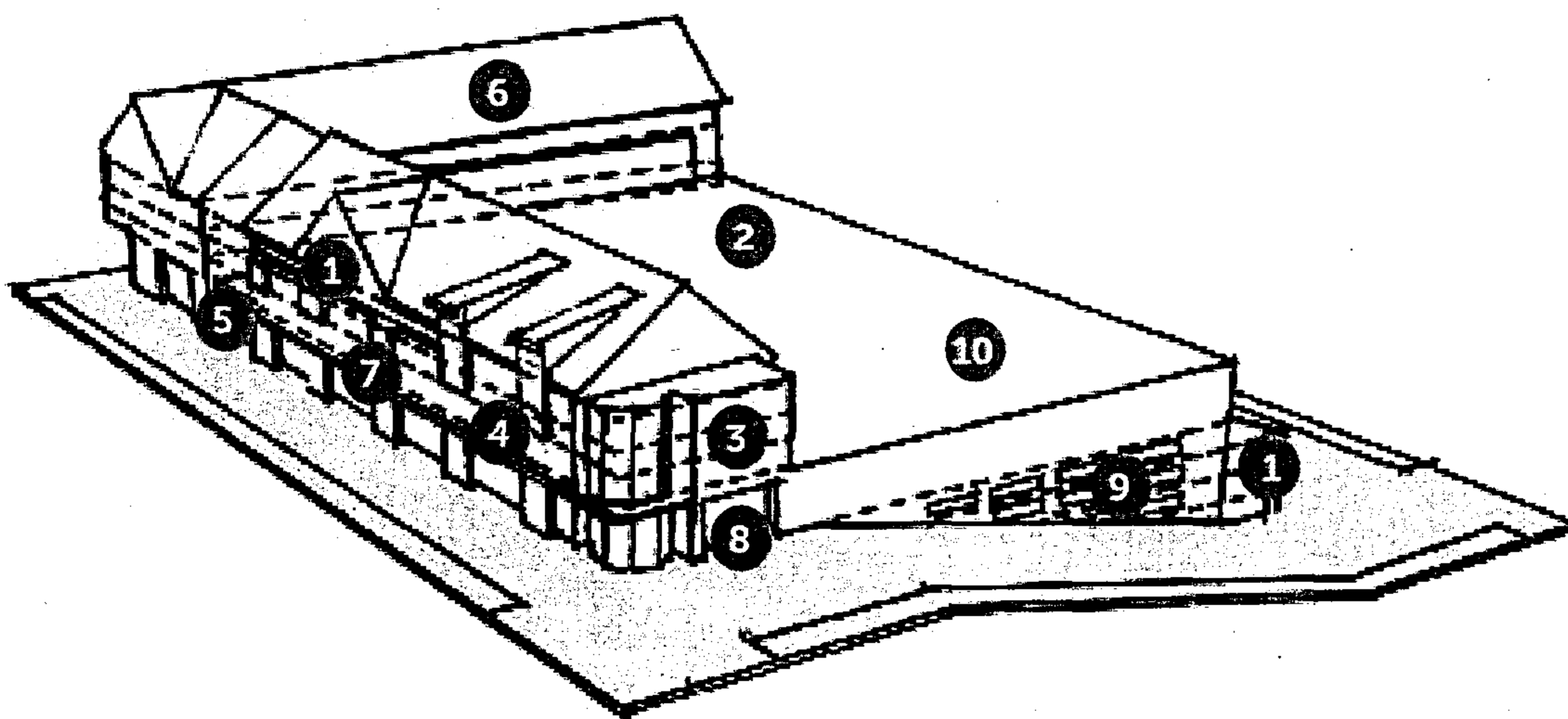
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## Type 4 Building Typology and Uses

### Residential Units adjacent to Structured Parking

The mid-rise condominium buildings are to provide multi-level, for-sale residential condominiums. The condominium units are to be located adjacent to parking structures to act as a buffer and to take advantage of views from the site.

- 1 Condominium buildings to wrap portions of common parking structures
- 2 Residential single story level courtyards provide common open and recreational opportunities
- 3 Multi-Level Condominium units. Maximum three stories over one story retail
- 4 Building facade of the condominium buildings is to be a minimum of 30% glazing
- 5 Condominium access is to be provided at grade or via elevators and corridors
- 6 Sloped roofs or flat roofs may be provided
- 7 Condominium placement to take advantage of views
- 8 Ground level uses to be multi-tenant retail or office
- 9 Structured below and above grade parking
- 10 Rooftop mechanical equipment over 4' high to be screened. Maximum height will be 20'



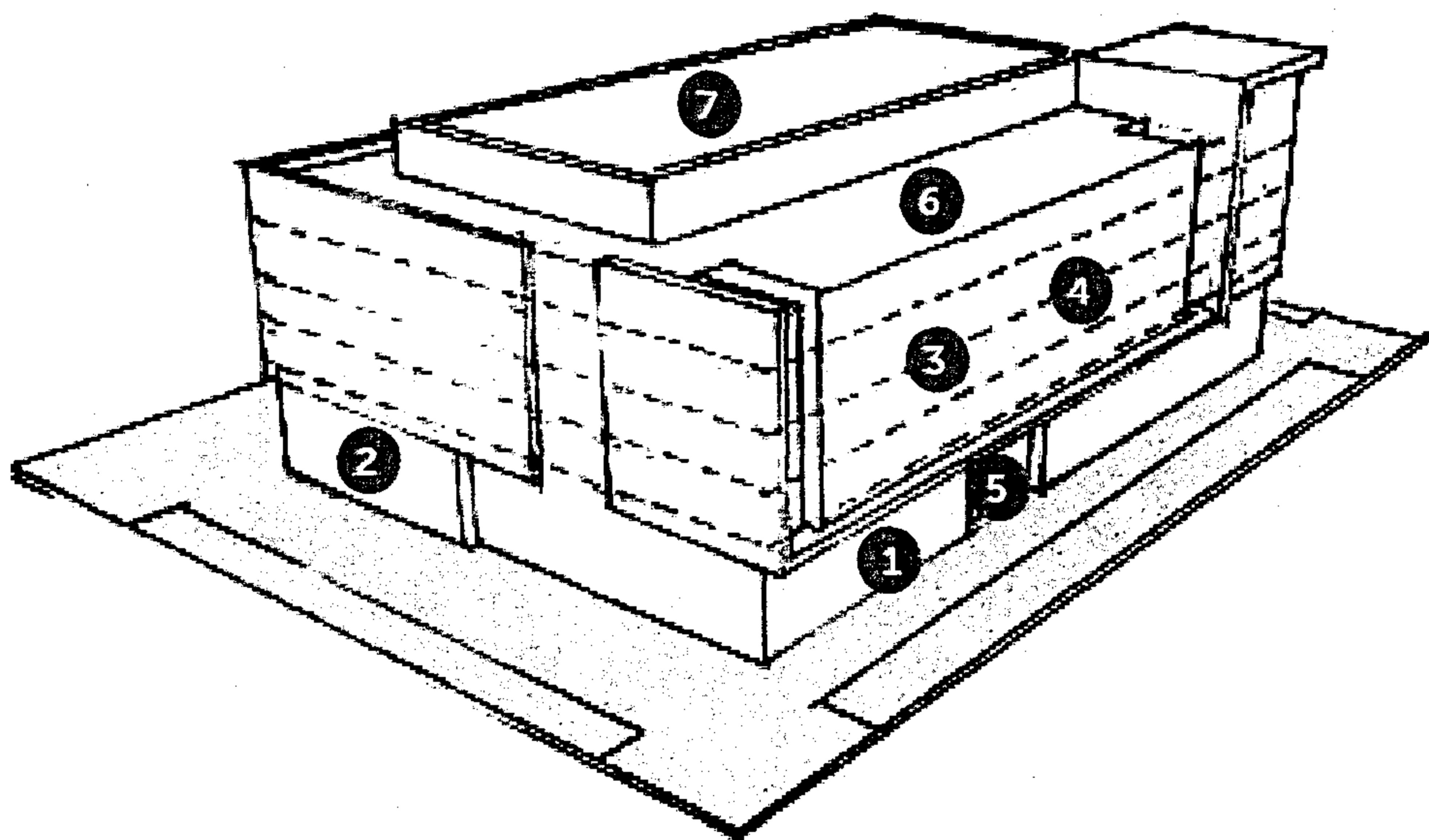
# Type 5 Building Typology and Uses

## Mid-Rise Office Above In-line Retail

The mid-rise office buildings are to provide commercial workplaces for a variety of tenants. Access to the office buildings will be provided via a lobby accessible from the public way. Ground floors are to be comprised of primarily of multi-tenant retail or service office tenants. Parking to be provided within a common centralized parking structure or below grade structure.

- 1 Ground level uses to be multi-tenant retail, commercial or service office with office support services
- 2 Parking to be provided in centralized common structure or below grade garage
- 3 Stacked office floor plates.
- 4 Building facade of the office upper floors is to be a minimum of 30% glazing; building facade for the ground level retail to be a minimum of 70% glazing
- 5 Office access to be provided from a lobby oriented to the public way
- 6 Most office structures are designed with flat roofs
- 7 Rooftop mechanical equipment over 4' high to be screened. Maximum height will be 20'

GENERAL DESIGN STANDARDS


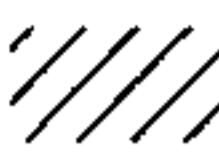










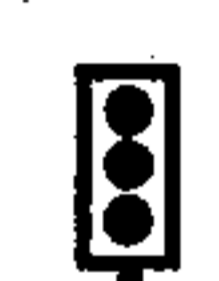


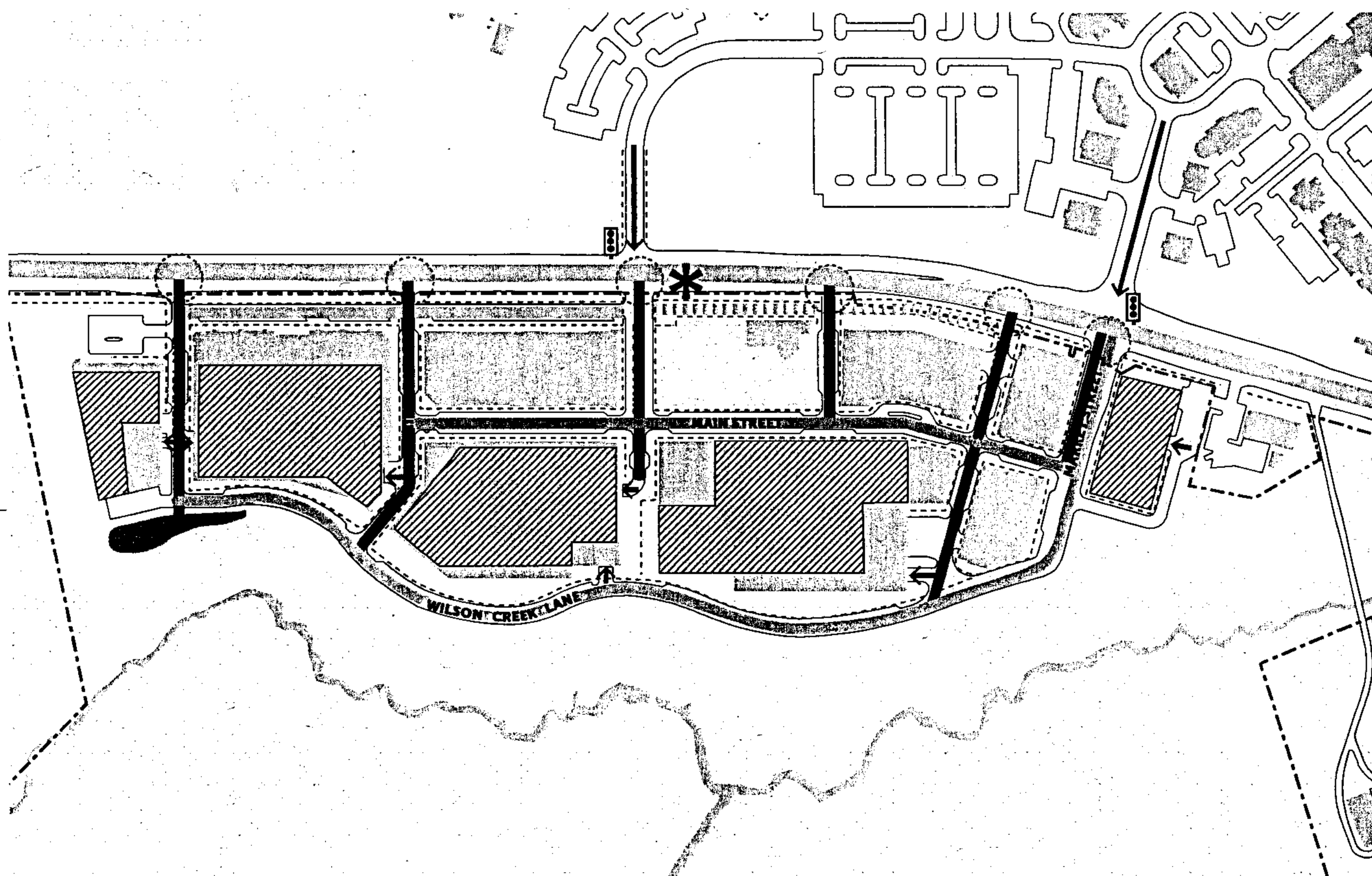
# Vehicular Circulation



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GENERAL DESIGN STANDARDS

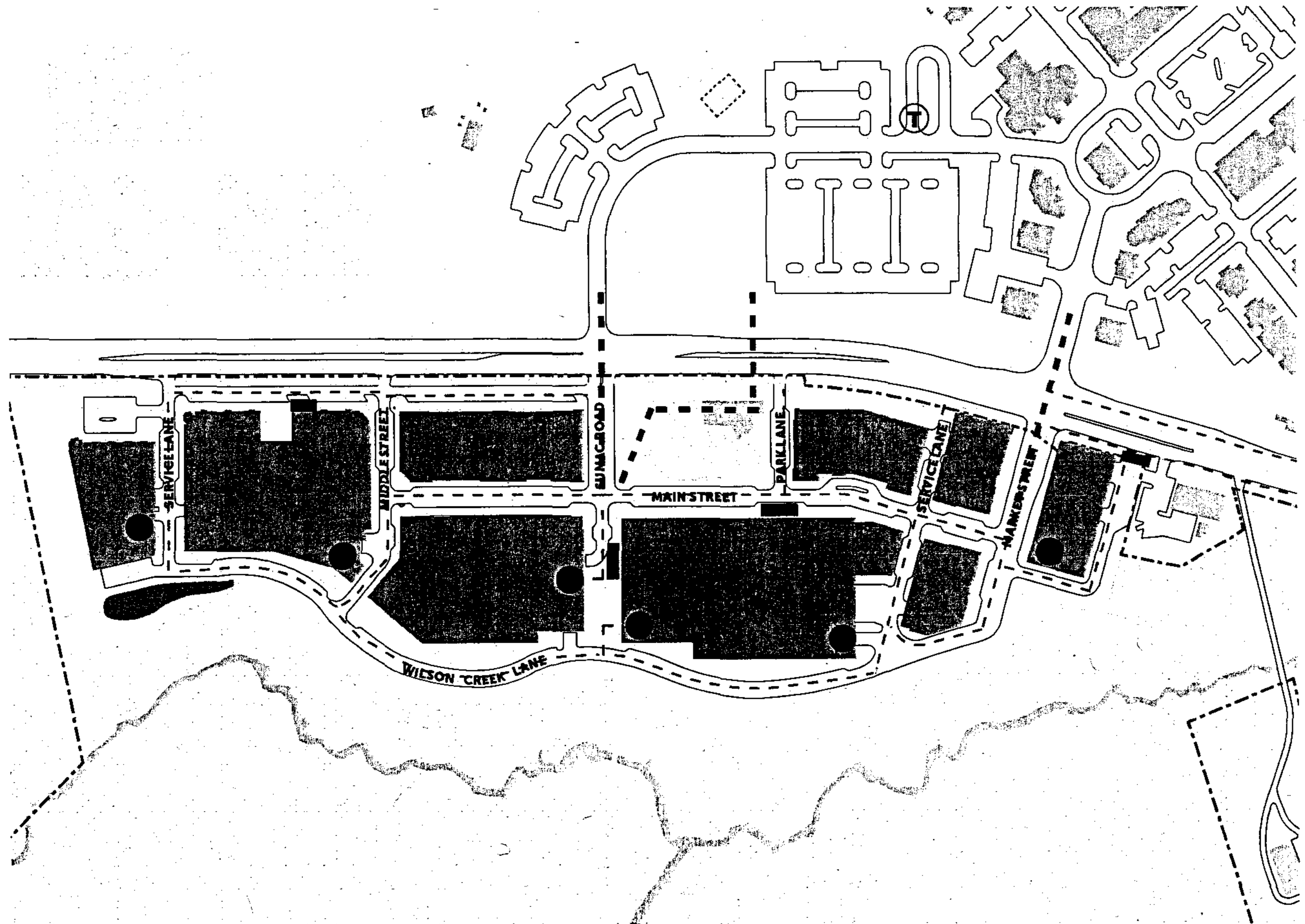
-  Transit Stops
-  Parking Structures
-  Access Opportunities
-  Main Entry Points
-  Main Arterial Road US 15-501
-  North / South Main Street
-  East / West Streets
-  Pedestrian Walkways
-  Wilson Creek Lane
-  Slip Road   (optional Slip Road)
-  Proposed Traffic Signal





# Bicycle Circulation and Storage

-  Existing Cycling Lane US. 15-501
-  Bicycle Storage Racks (exterior)
-  Bicycle Storage Racks (interior)
-  Secondary Cycling/Sidewalk Safe Routes
-  Transit Stops



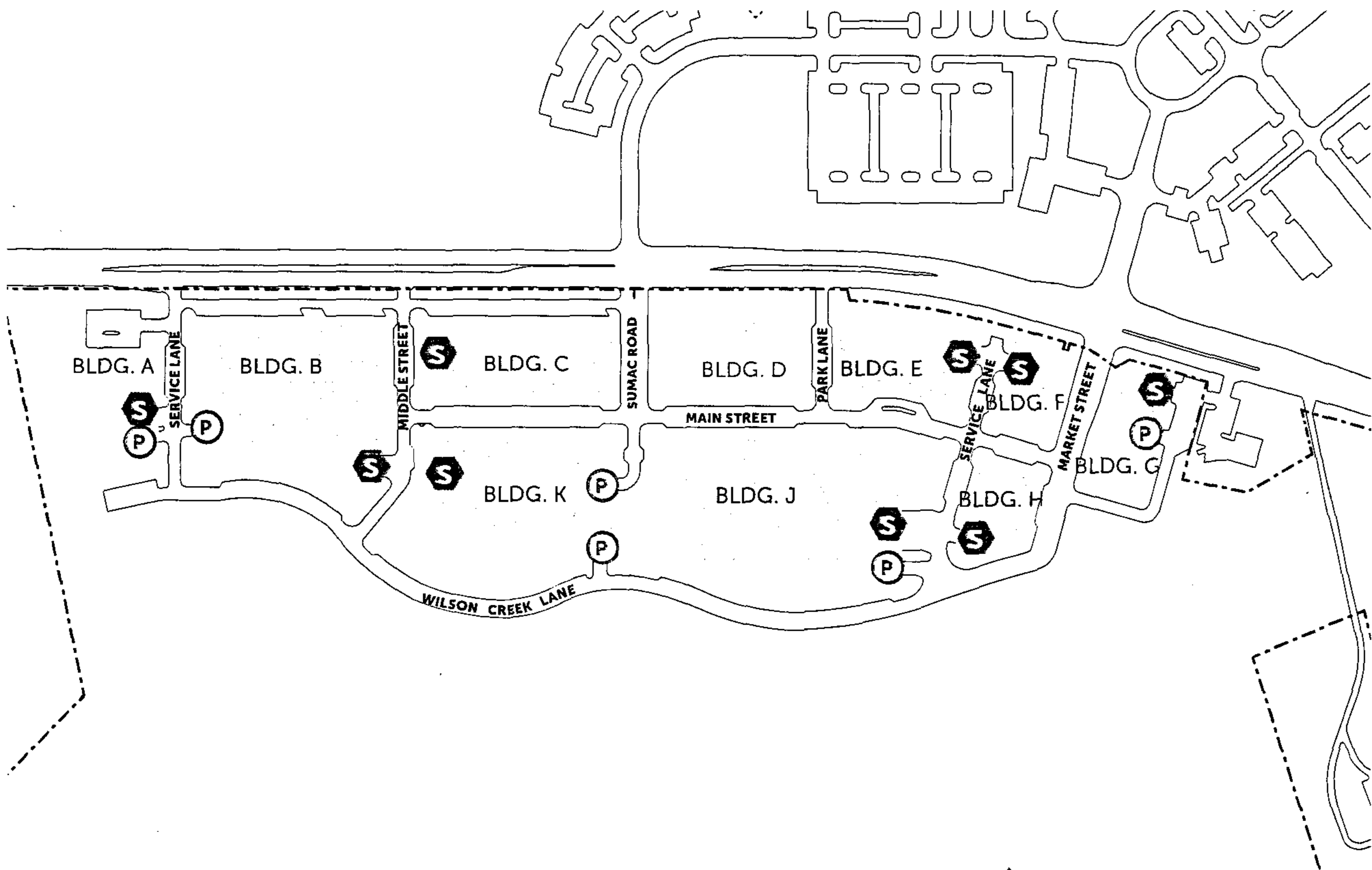
GENERAL DESIGN STANDARDS

# Service and Parking



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-  Service
-  Parking

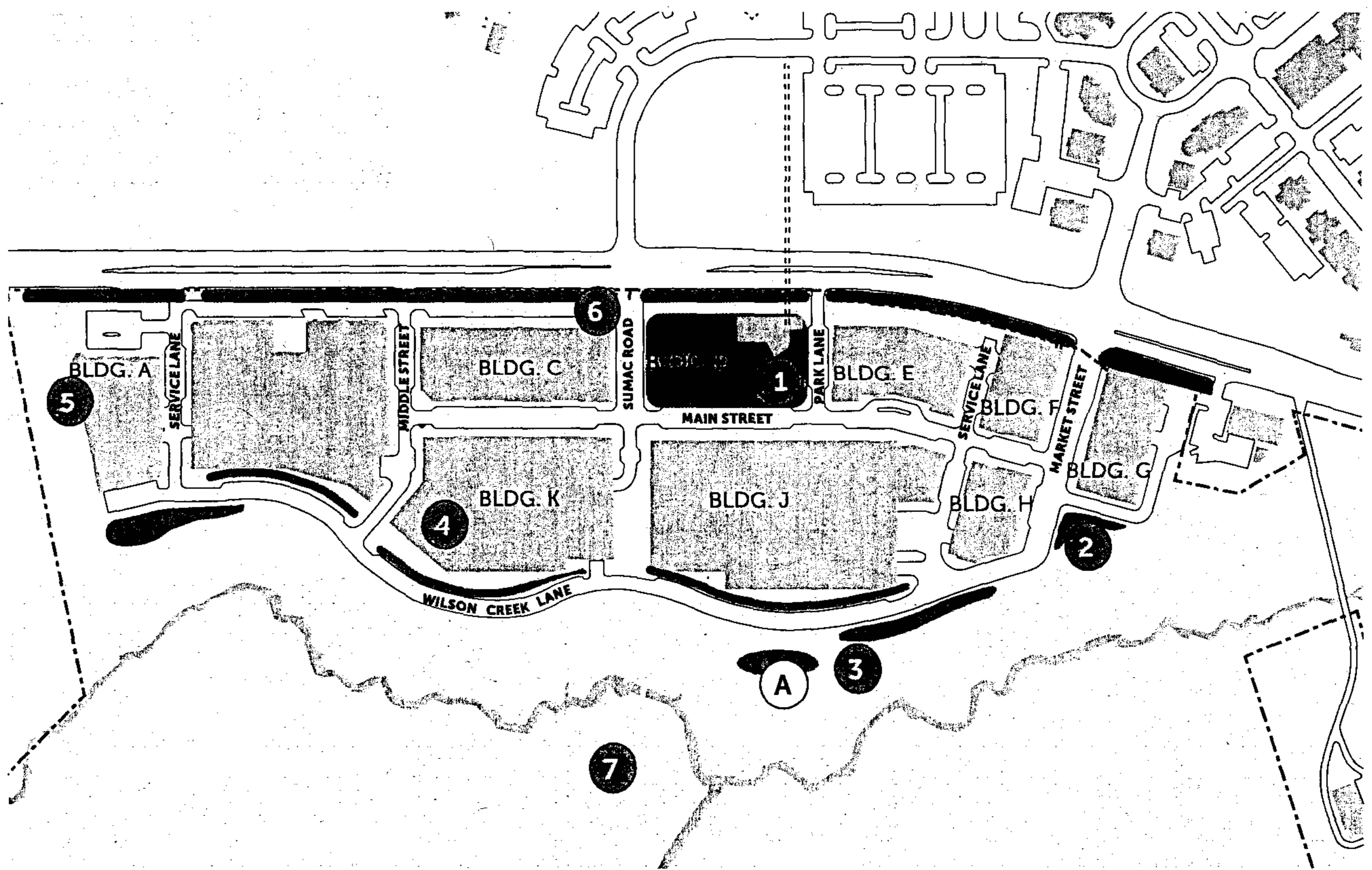




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# Open Space

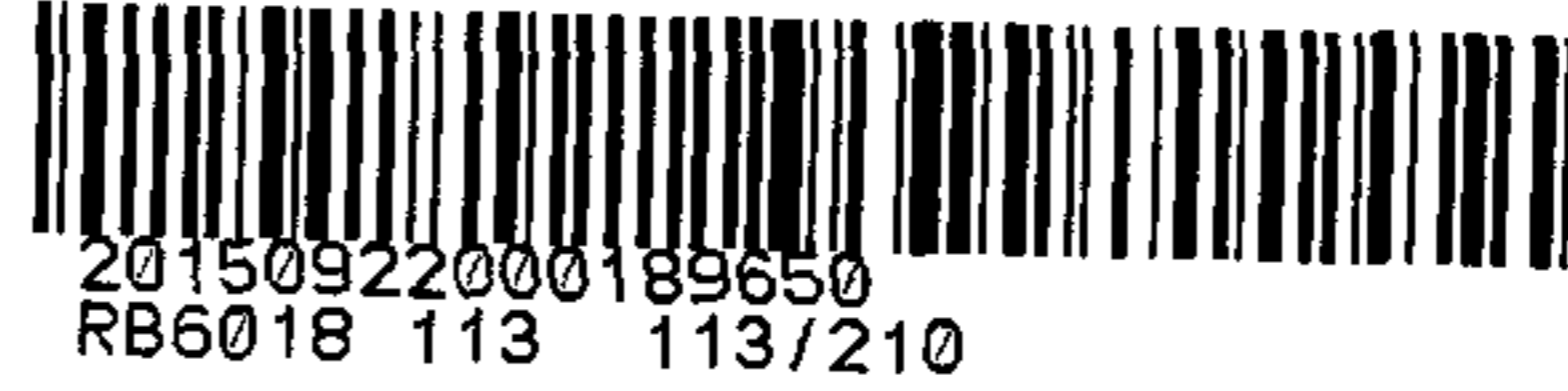
- 1 Highland Park
- 2 North Park
- 3 Overlook Park
- 4 Wilson Creek Linear Park and Residential Green
- 5 Existing Natural Wooded Area
- 6 15-501 Side Path
- 7 Wilson Creek Preserve
- A Access Point



GENERAL DESIGN STANDARDS



# Building Heights and Sections




Maximum 4 Stories, Minimum 3 Stories

 Maximum 6 Stories, Minimum 3 Stories

 Maximum 8 Stories, Minimum 3 Stories

\* Kiosks and pavilions in parks and other open spaces are permitted to be a single story high.


 Residential Use: Maximum Height of Stories 12'-0"

 Retail & Commercial Use: Maximum Height of Stories 25'-0"

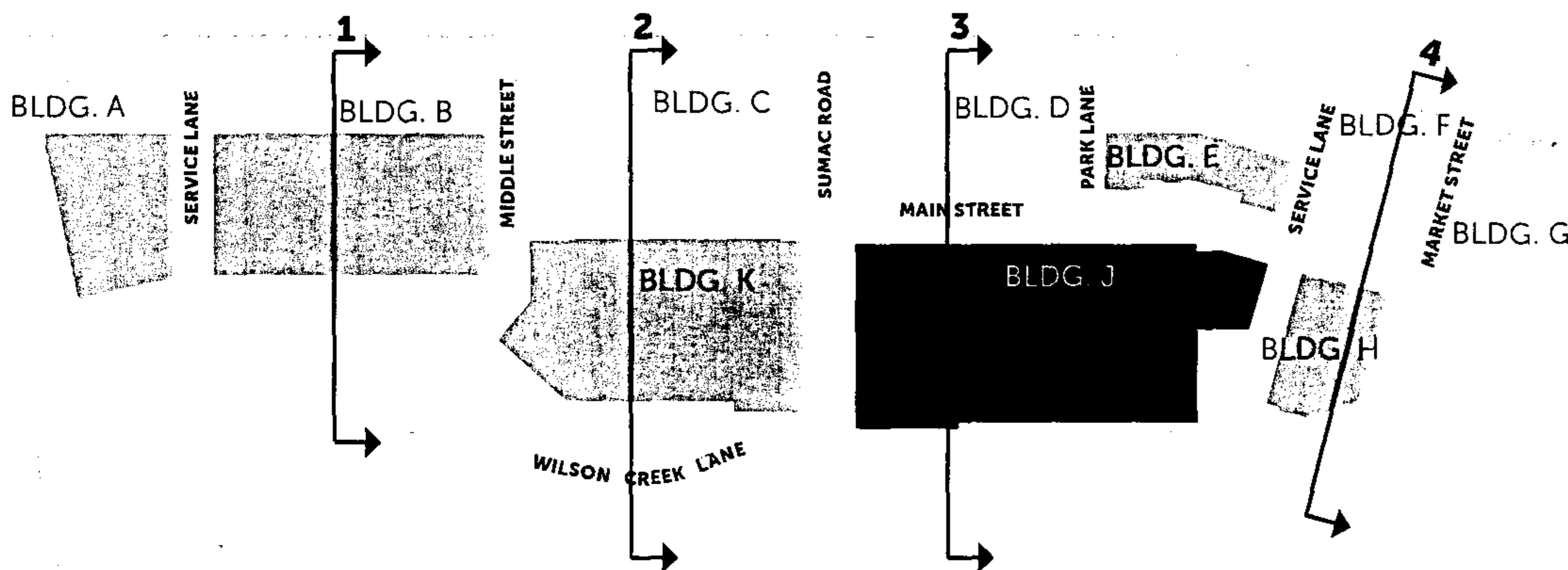
 Parking: Maximum Height of Stories 12'-0"

 Office: Maximum Height of Stories 15'-0"

 Hotel: Maximum Height of Stories 12'-0"

 Mechanical Screens: Any rooftop mechanical equipment above 4' must be screened. The maximum height of any mechanical screen or pitched roof shall not exceed 20'-0".

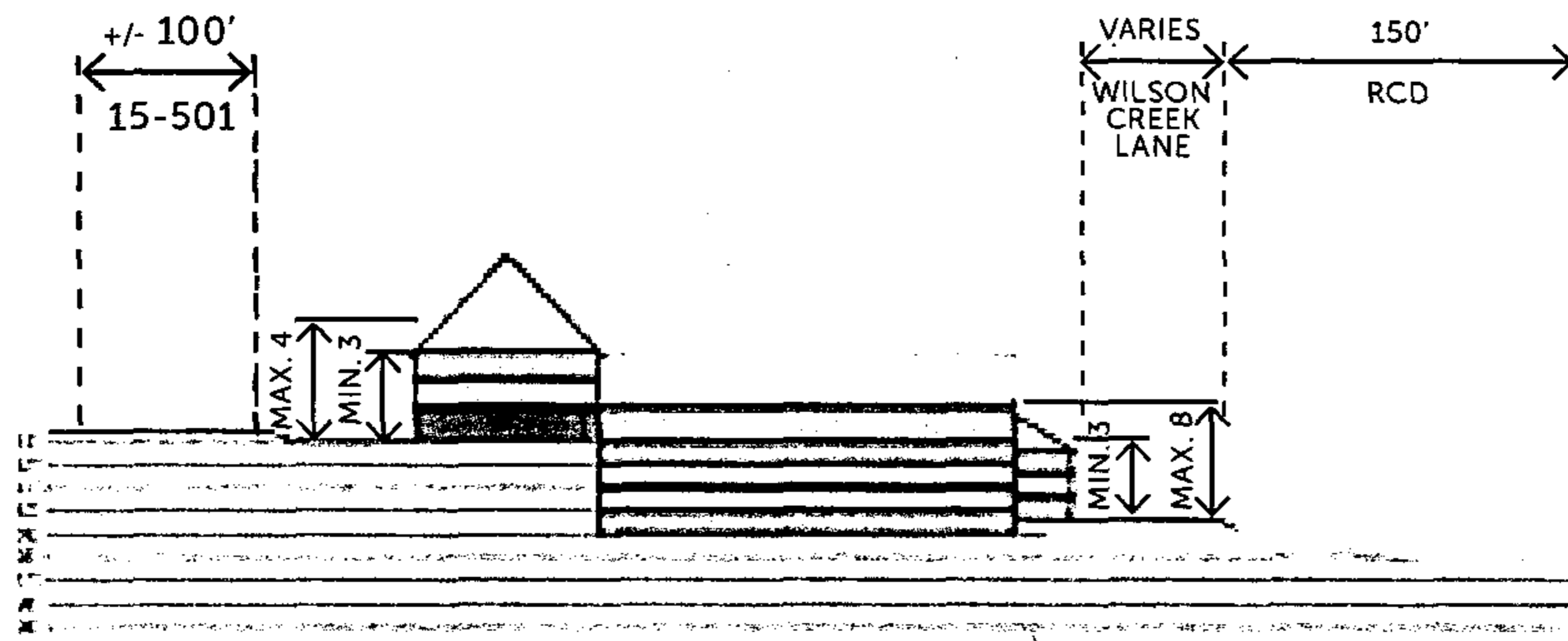
All buildings that front onto US 15-501 shall have an absolute height (Including occupied floors, sloped roofs, and any other roof top equipment) of 70'-0" above the average grade along the face of the building that fronts onto US 15-501. Only decorative corner tower elements are allowed to exceed this height. These buildings shall adhere to the 4 story and 70'-0" height limit for a depth of 60'-0" from the face that fronts US 15-501. Areas of the building that are set back greater than 60'-0" from the faces that front onto US 15-501 may rise up to 6 stories in accordance with the building height diagram.



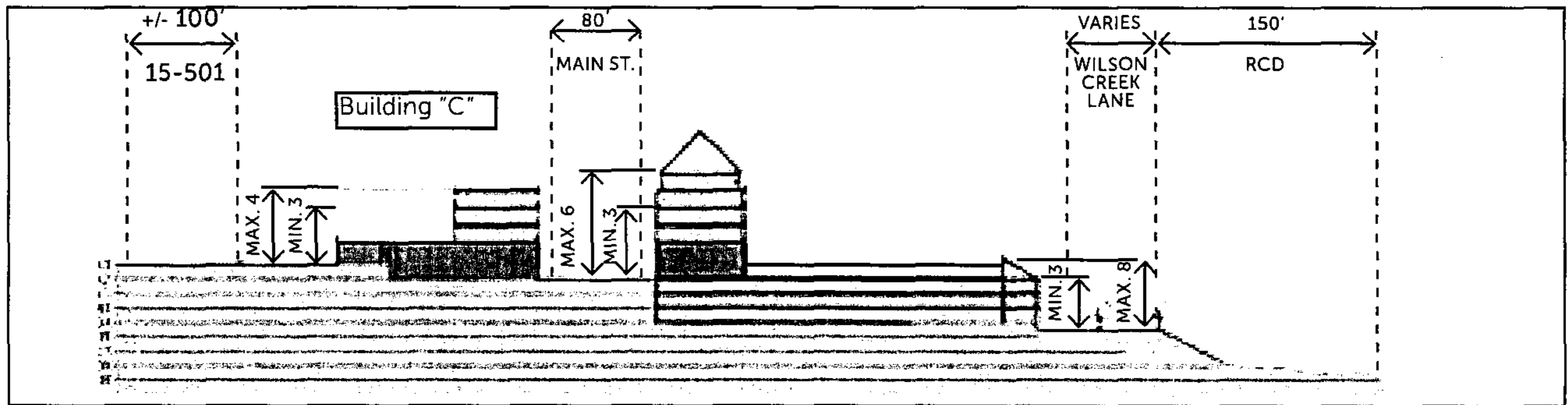


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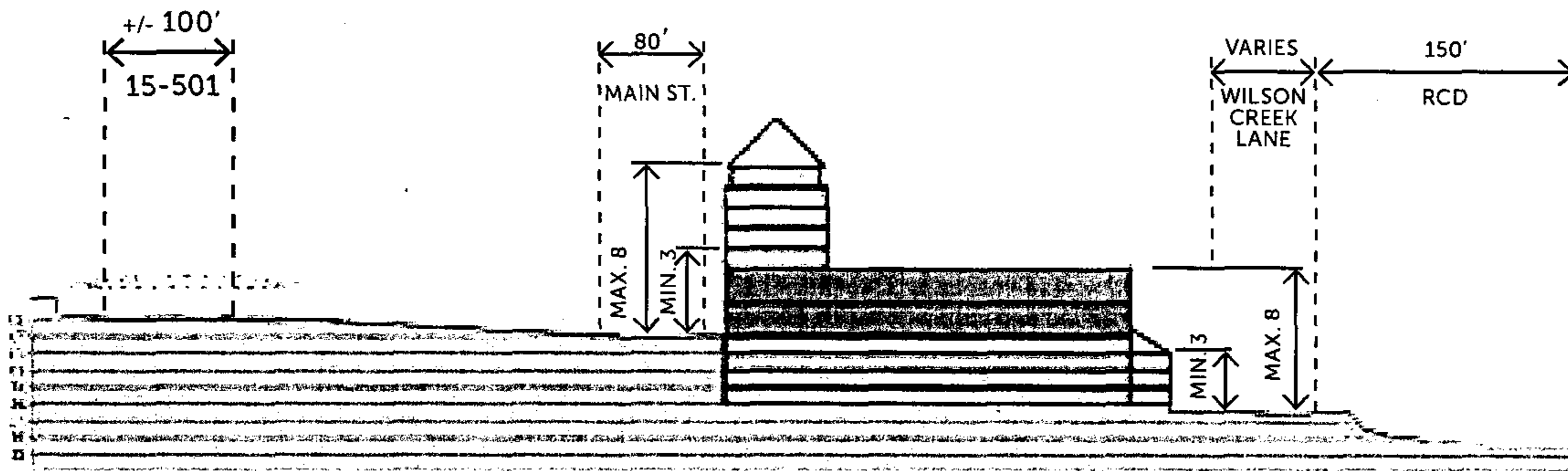
# Building Heights and Sections



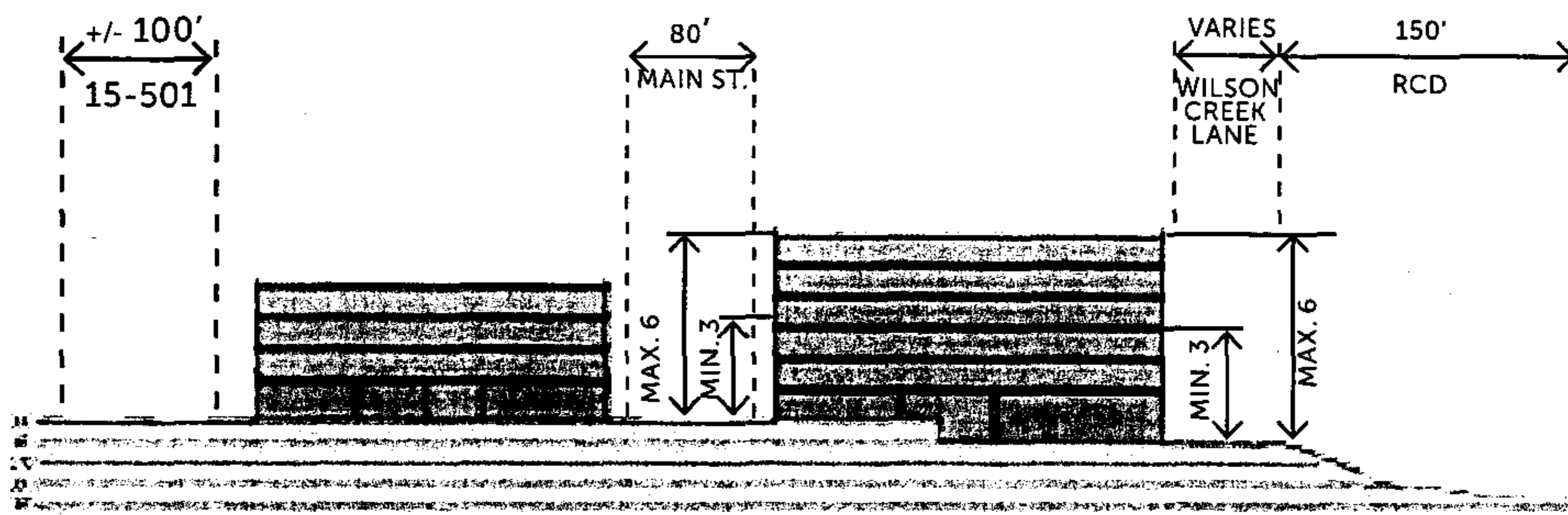
**Section 01**



**Section 02**



**Section 03**



**Section 04**

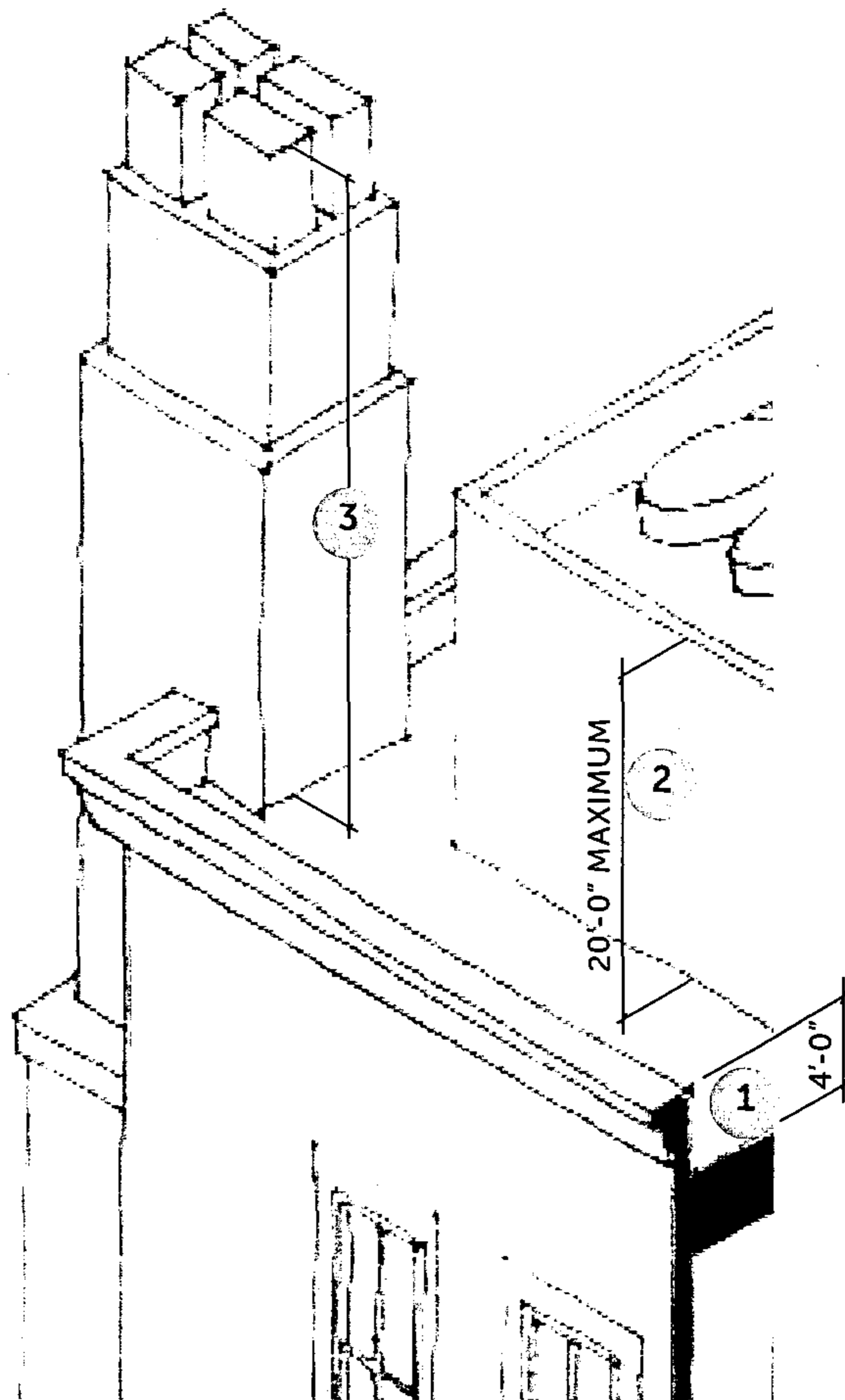
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## Parapet, Roof Screens, & Vertical Elements

- 1 Parapets can occur at the perimeter of buildings and can not exceed 4'-0" above the roof.
- 2 Mechanical roof screens must exceed the height of the equipment they enclose but in no cases may they exceed 20'-0" above the roof. All mechanical equipment and their screens must be set back a minimum of 5'-0" from the roof edge. Sloping roofs must not exceed 20'-0" of rise above the highest occupied floor.
- 3 Corner tower elements, and vertical markers may be of any height.

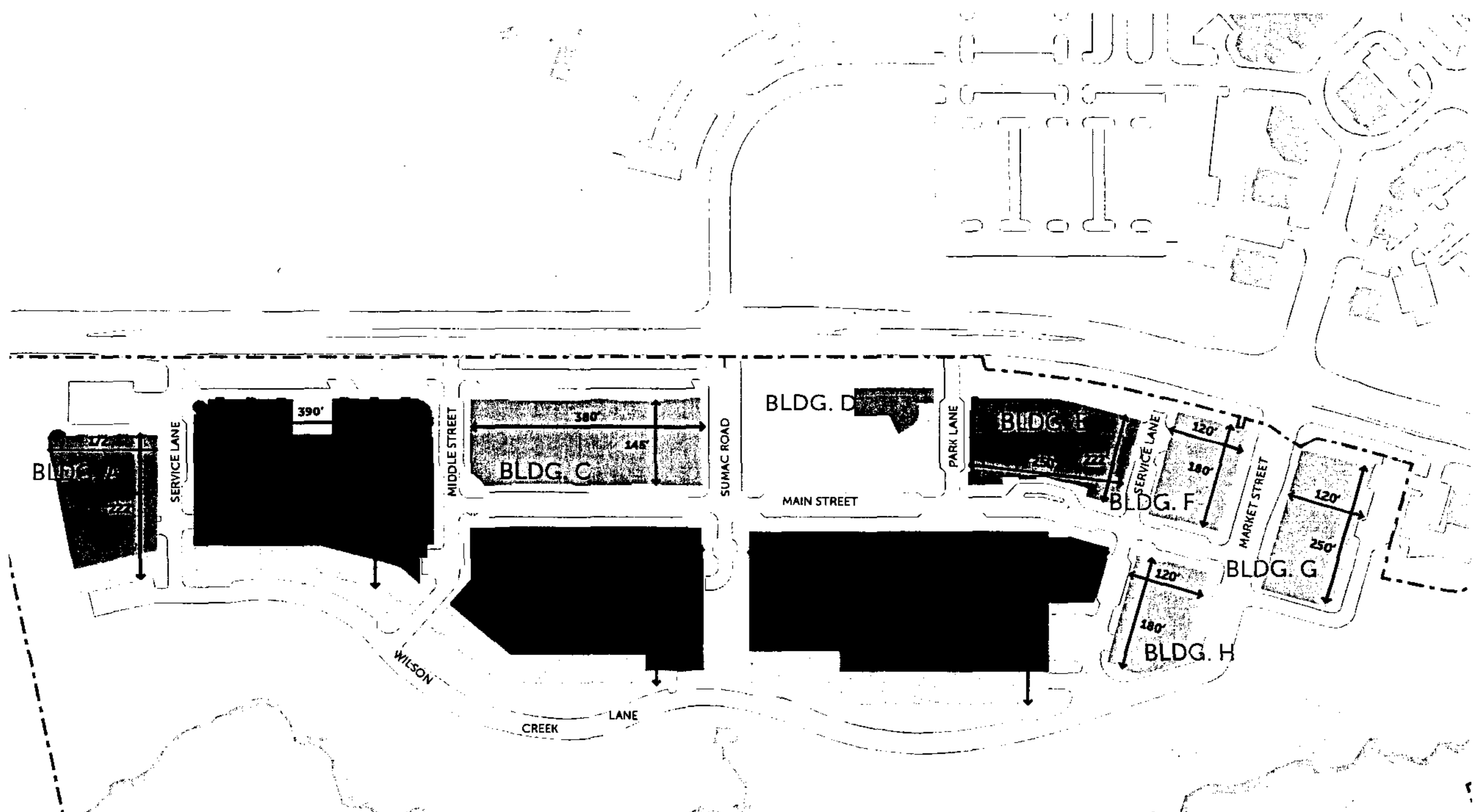




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# Block Dimensions

Obey Creek is planned with a walkable street grid. Block sizes generally range from 150' to 400' in length. To accommodate a large format retail store, one block is permitted to have a larger dimension of up to 600' in length.



GENERAL DESIGN STANDARDS





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building

section 4:  
design standards



# guidelines for building standards

This section outlines the general guidelines for defining the principal materials and elements for building facades for the Village at Obey Creek.

This section includes guidelines for anticipated building components within the Village including:

- Weather Protection, Shading, and Solar Access
- Exterior Building Materials and Finishes
- Awnings, Canopies and Building Projections
- Building Fenestration
- Storefront Design
- Articulation
- Corner Conditions

# Weather Protection, Shading, and Solar Access

## Intent

To incorporate architectural elements and design strategies that take into account solar orientation and other weather related factors to create comfortable and controlled indoor and outdoor environments within the Village at Obey Creek.

## Providing Controlled Environments

Buildings will be scaled and proportioned to take advantage of solar orientation. Buildings should allow natural light to filter to the street level year round. Building positioning as well as shading devices should be incorporated to protect against strong summer sun as well as precipitation throughout the year.

## Pedestrian Weather Protection

Buildings will provide protection in the form of overhangs, canopies, awnings, etc. to shield pedestrians from sun and precipitation throughout the year.

## Building Orientation

Buildings should be designed to allow sunlight to reach the street level during colder months. Buildings should be positioned and scaled to allow natural light to reach other adjacent neighboring buildings.

## Solar Strategies

To minimize heat gain, buildings should be oriented to provide shade where desirable during warm months and to access solar heat during winter months taking advantage of passive solar heating. The streetscape framework will also help to temper the pedestrian environment with deciduous trees that provide shade in the summer months and allow more sunlight to reach the street during the winter months.



Building projection acting as entrance canopy



Awnings can provide shade and weather protection

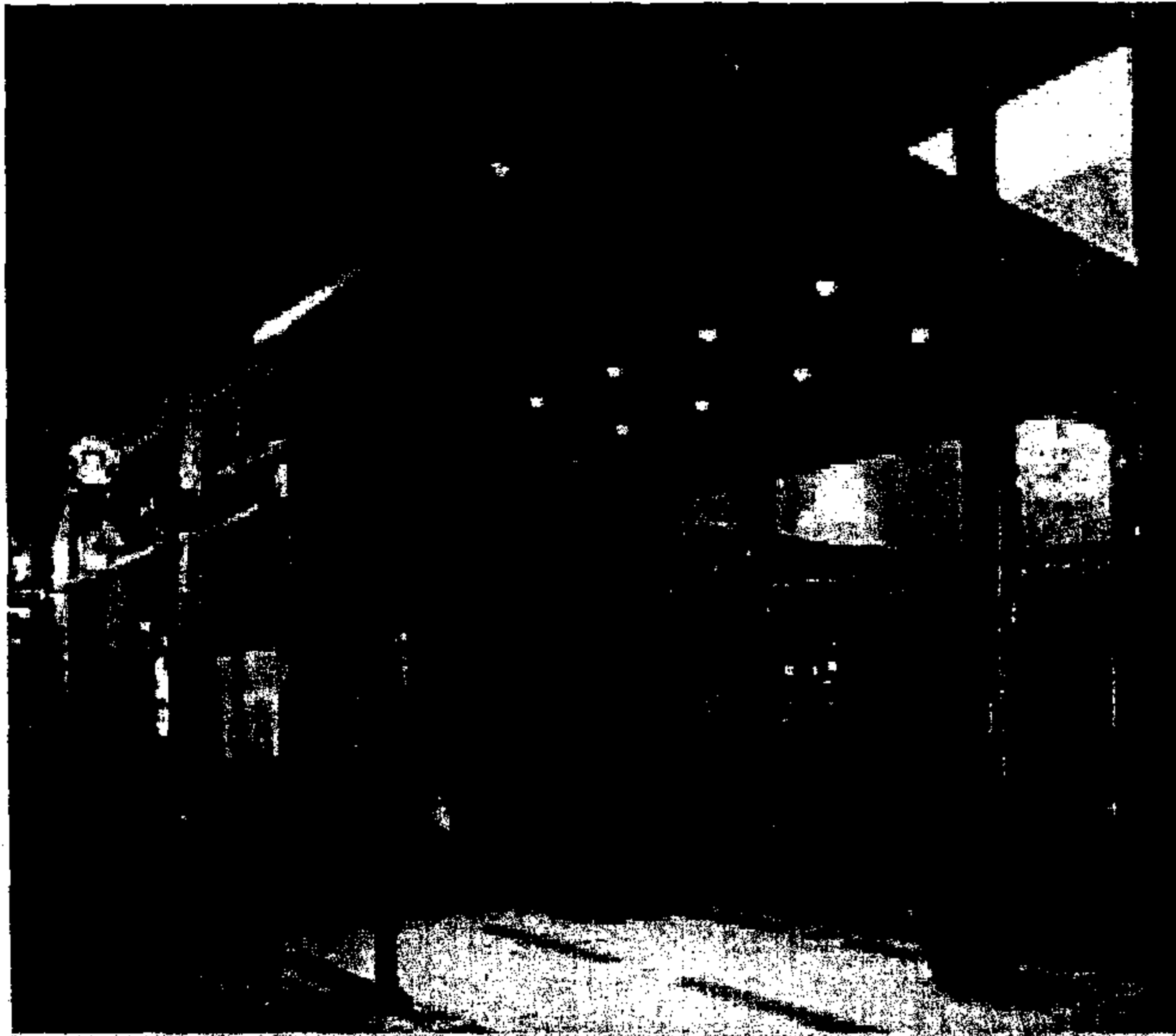


Buildings allow sunshine to reach the sidewalks

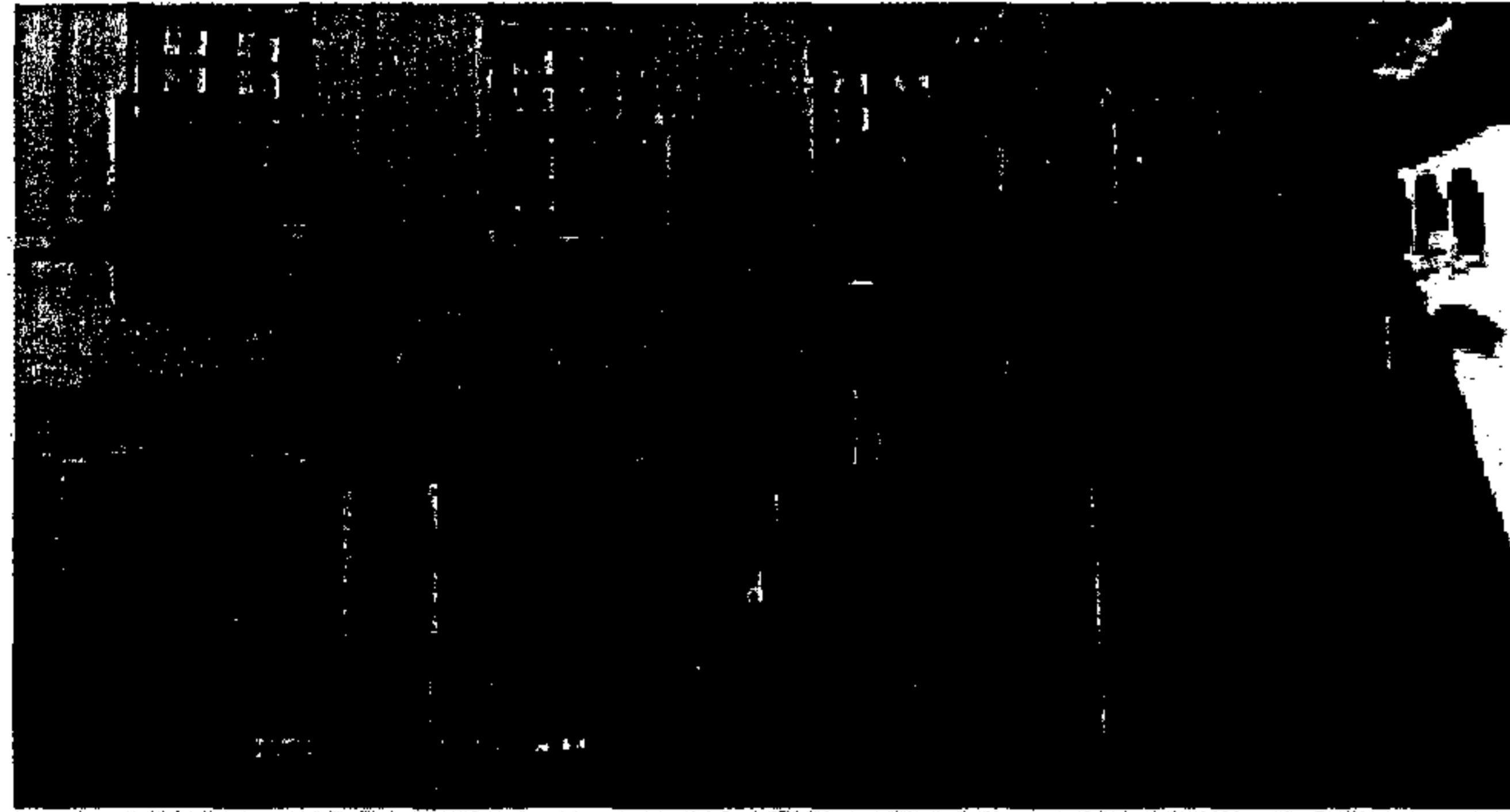




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Canopies and recessed entryways protect entries



Arcades, balconies, and bays are all responses to south facing solar orientation



Outdoor dining with protective canopy

### Facade Treatment

Solar orientation should be a major factor in the facade treatment of buildings. Facades with greater solar exposure should implement strategies which protect against heat gain, while facades with less solar exposure should incorporate larger openings that maximize natural light in the occupied spaces.

### Building Entry Protection

Building entries should be protected from weather conditions such as sun, snow and rain by incorporating overhead projections like awnings or canopies and possibly recessing entry ways into the facade plane.

### Maximize Facade/Building Articulation

The benefits of increasing the amount of facade articulation is two fold: (1) it provides opportunities to both activate facade planes adding visual interest to the streetscape and (2) provide protection from weather and helps to control thermal temperature both within buildings and outside at the street level though the use of awnings, canopies, and building projections like balconies.

### Weather Protection Zones

Where possible larger weather protection canopies/overhangs will be placed at block corners and in the mid-block locations to provide larger areas for pedestrians to gather while being protected from hot sun or rain. These areas will be no less than 150 square feet and the projection will be no less than 6 feet from the facade wall.



Outdoor dining areas should be protected with canopies

# Exterior Building Materials and Finishes



## Intent

To create an environment that is rich and diverse in expression through the use of materials and finishes that support a durable and sustainable neighborhood. To promote and characterize the Village at Obey Creek as an urban and contemporary place composed of quality exterior materials and construction with vernacular influence.

## Material Selection

Materials appropriate to the desired overall character of the development will be used, and where possible regional materials will be incorporated. Materials, colors and finishes will reflect and support the temperate climate.

## Material Quality

The materials used within the project must be of high quality, durable and sustainable. Particular care must be given to areas such as the ground floors of buildings, where human interaction with the building materials is greatest and has the most direct impact on the pedestrian. The building should be constructed of natural materials such as brick, stone, and natural metals where feasible.

## Material Appearance

The materials used in the project will communicate a high level of quality and will enhance the overall design and character of the development, reinforcing the urban nature and appearance of Obey Creek. Materials should be intentionally and thoughtfully chosen and combined with regard to color, texture and scale so that they enhance, not detract from the overall concept of the development. Buildings will generally be designed with a tripartite order; a base, a middle, and a top.

## Base

The materials for the base of the buildings will be highly varied and largely a function of each individual tenant's trade dress. The architecture of the building will come to the ground with neutral piers that express the structural module and separate tenants from one another. The neutral piers and horizontal sign band that define the base should be of more monumental, civic materials such as natural stone, cast stone, brick, or terra cotta. These materials, especially on facades that front onto a public sidewalk, should be both durable and tactile. Townhouses along Wilson Creek Lane should have foundation walls of stone or brick, with wood above.

## Middle

The middle stories of multi-story buildings should have materials that are related to and consistent with other similar buildings within the Village. Possible materials for this zone include brick, cast stone, metal panels, wood, fiber cement panels, and the like.

## Top

The top stories of multi-story buildings should be made of visually lighter materials such as metal panels, metal or wood shingles, or stucco.

Sloped roofs should be covered in slate shingles, asphalt shingles, standing seam metal, or other similar regional materials.

The Village at Obey Creek will allow for the implementation of advancement in materials and building techniques over time to be incorporated into the development in the future, especially those which enhance environmental sustainability without jeopardizing the overall character and visual appearance of the development.

While no materials are prohibited by these guidelines, architects and designers should exercise great care and judgment to ensure that any selected material does not violate the spirit of the desired objectives, which include high quality, regionally sourced, environmentally sustainable building products. Materials that characterize inexpensive retail and residential development such as vinyl siding, vinyl windows, vinyl trim, EIFS, large scale metal panels, split faced block, ground faced block, or large scale fiber cement panels are strongly discouraged, and require explicit approval from the Town Manager. The CDC shall provide a recommendation to the Town Manager specifically addressing these materials when requested.

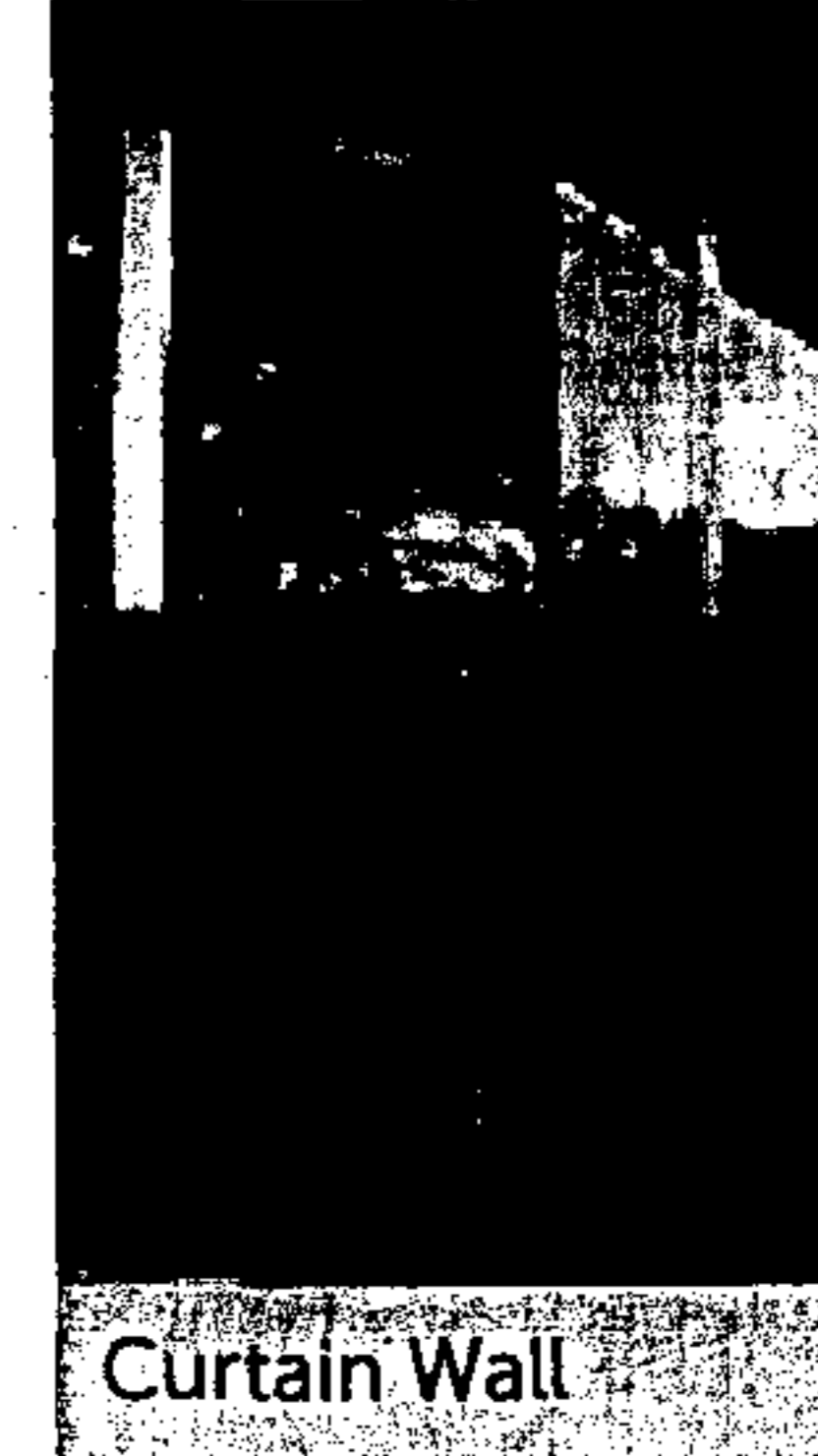
## Variation in exterior materials



Metal Panel



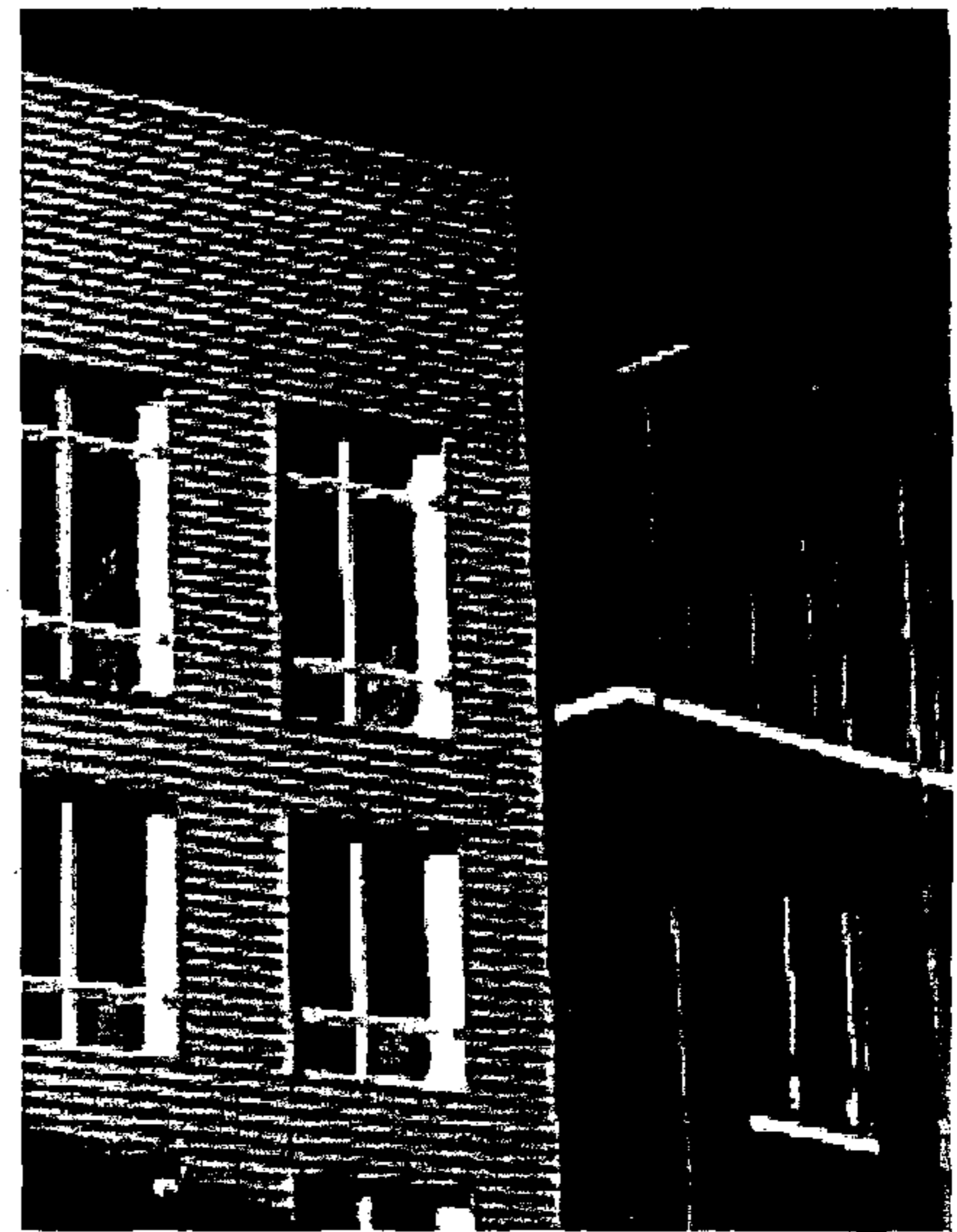
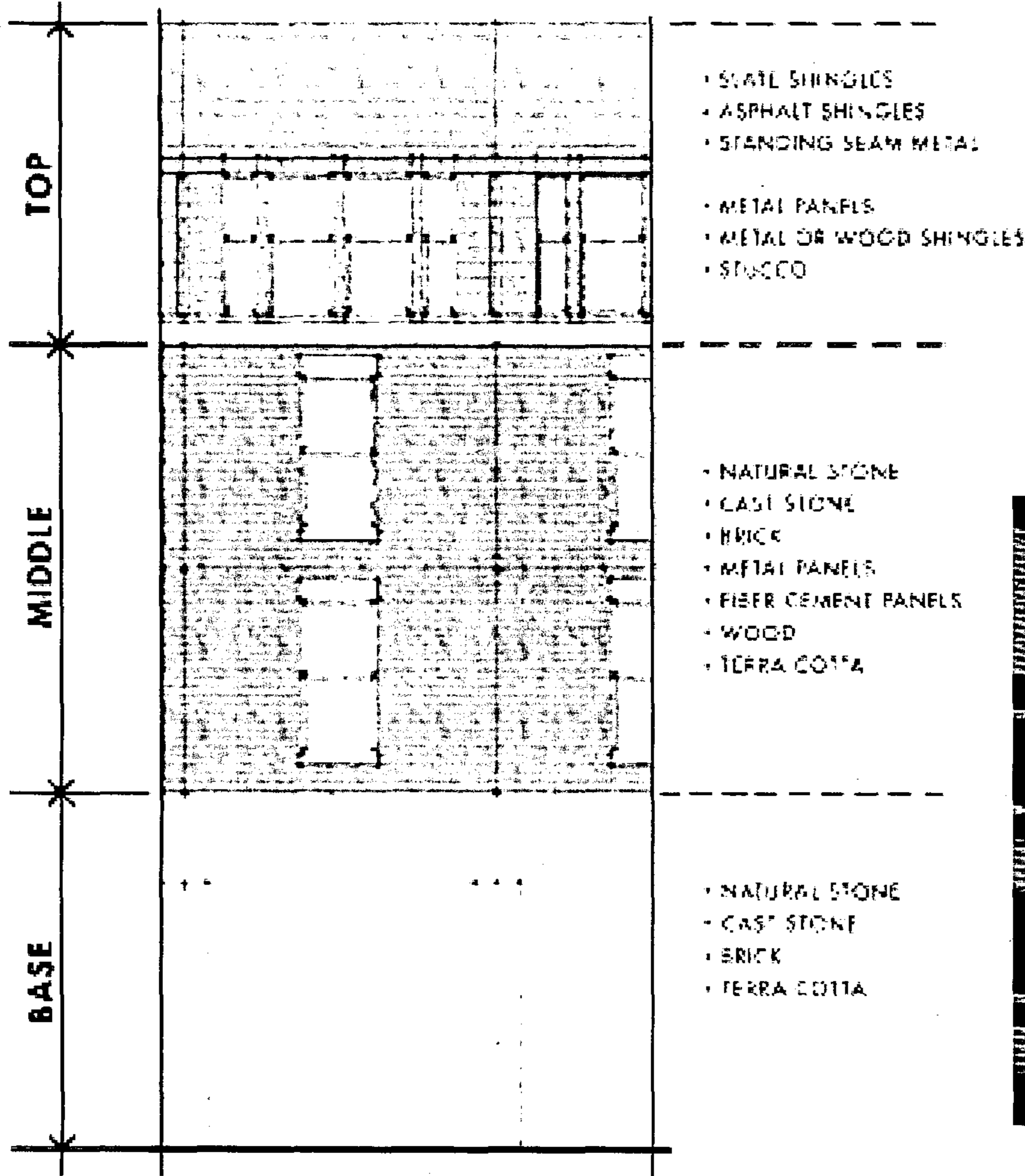
Steel/Glass



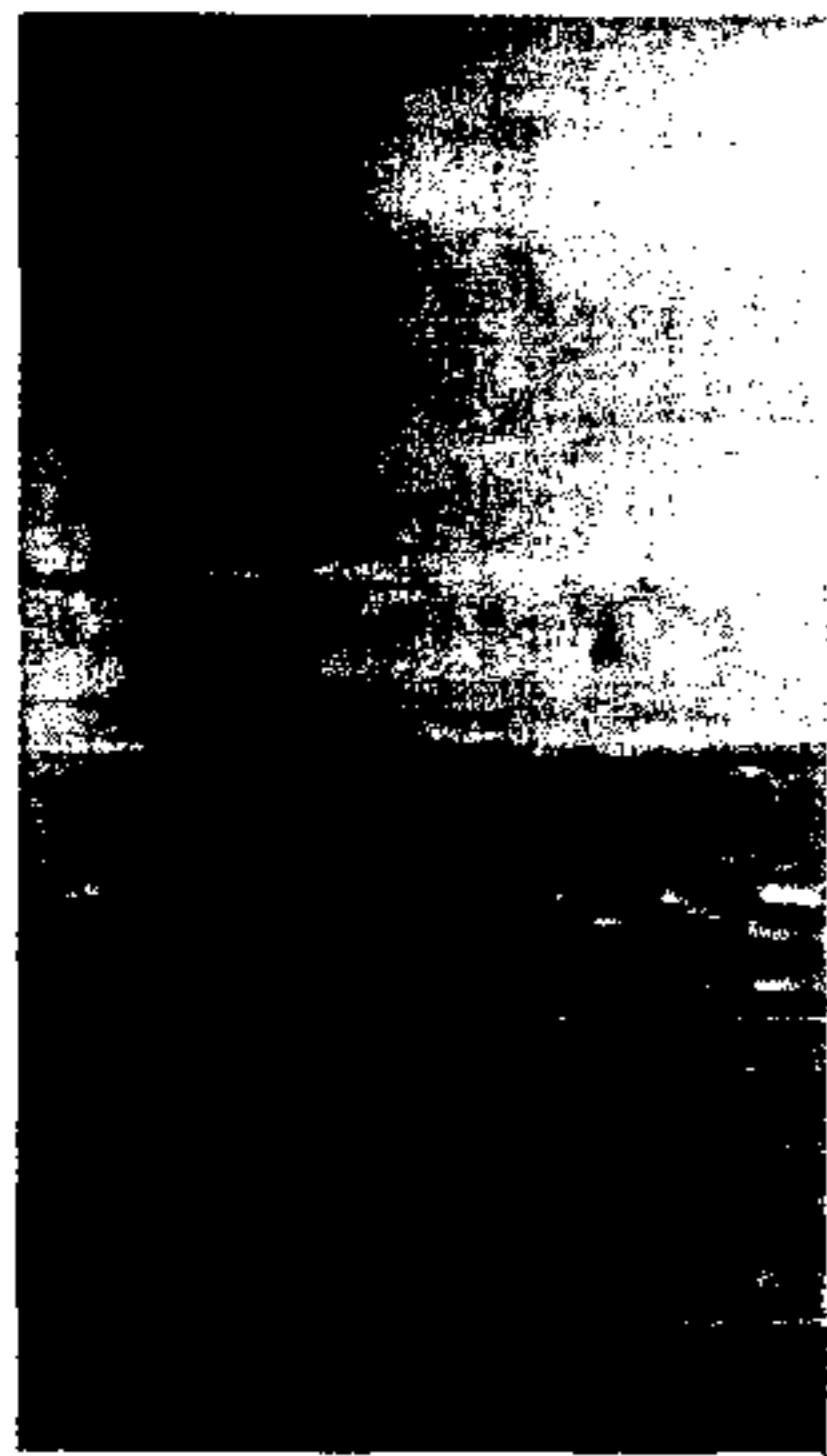
Curtain Wall



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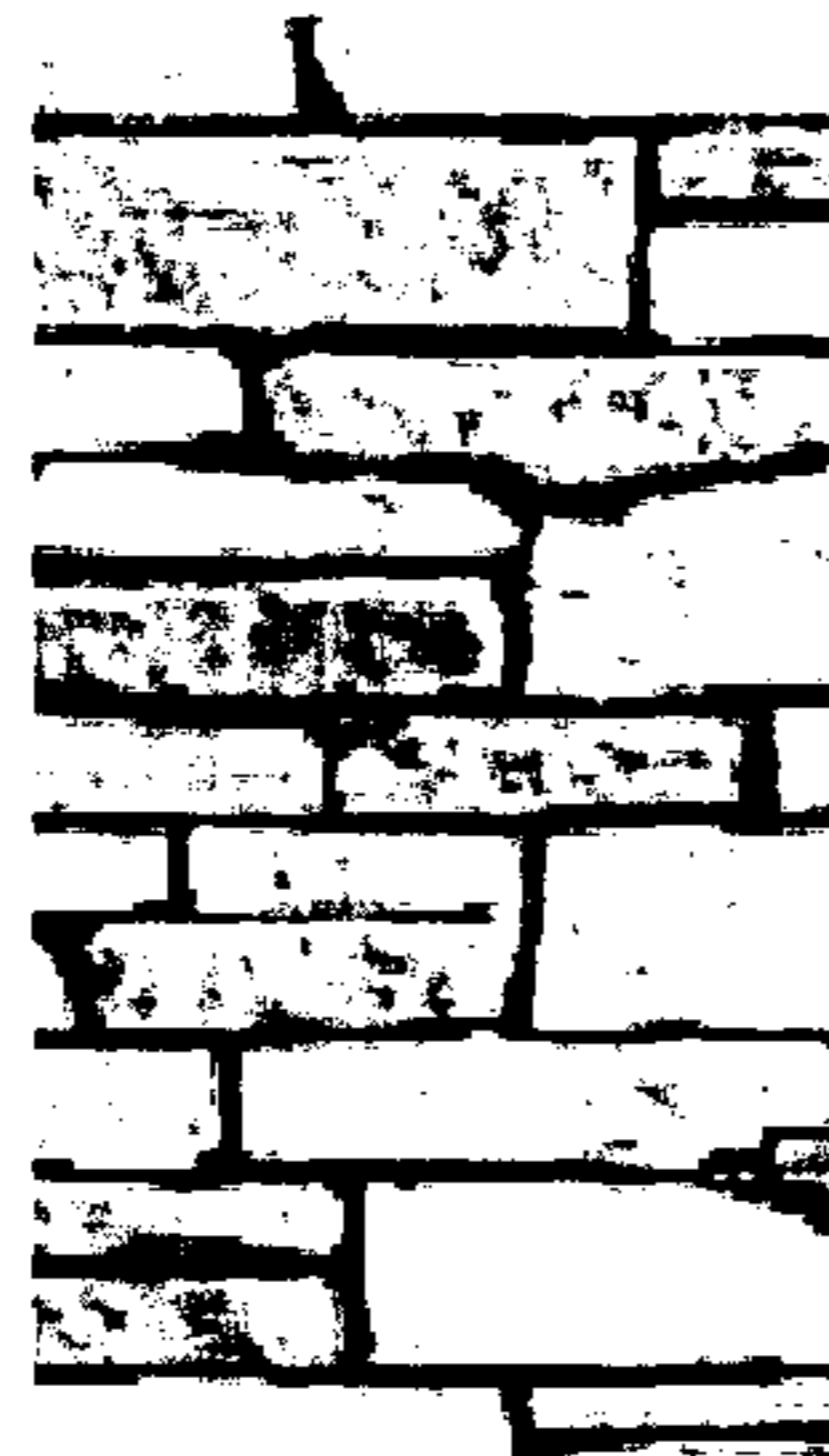
A variety of materials defines different zones of a building



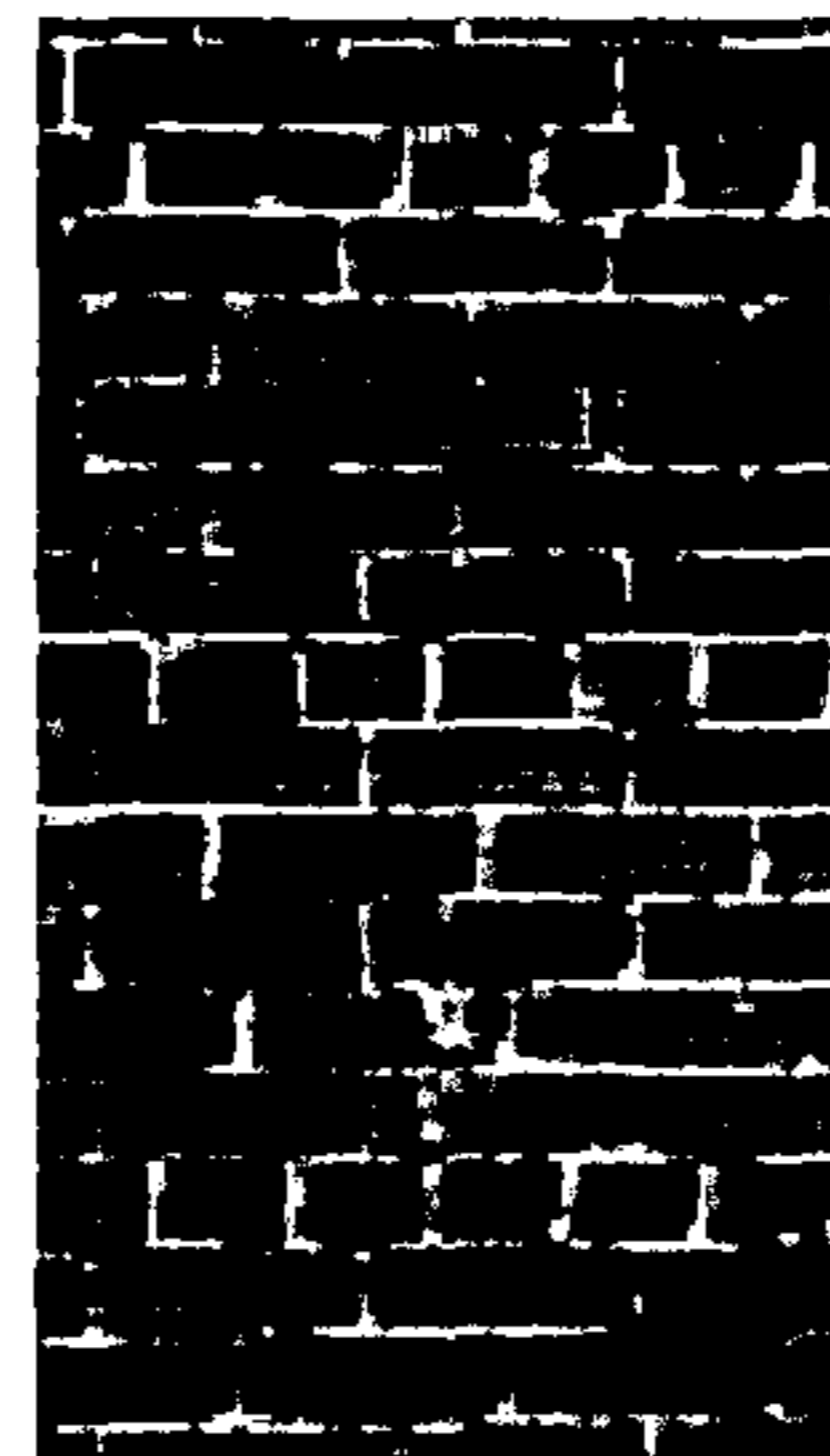
Treated Wood



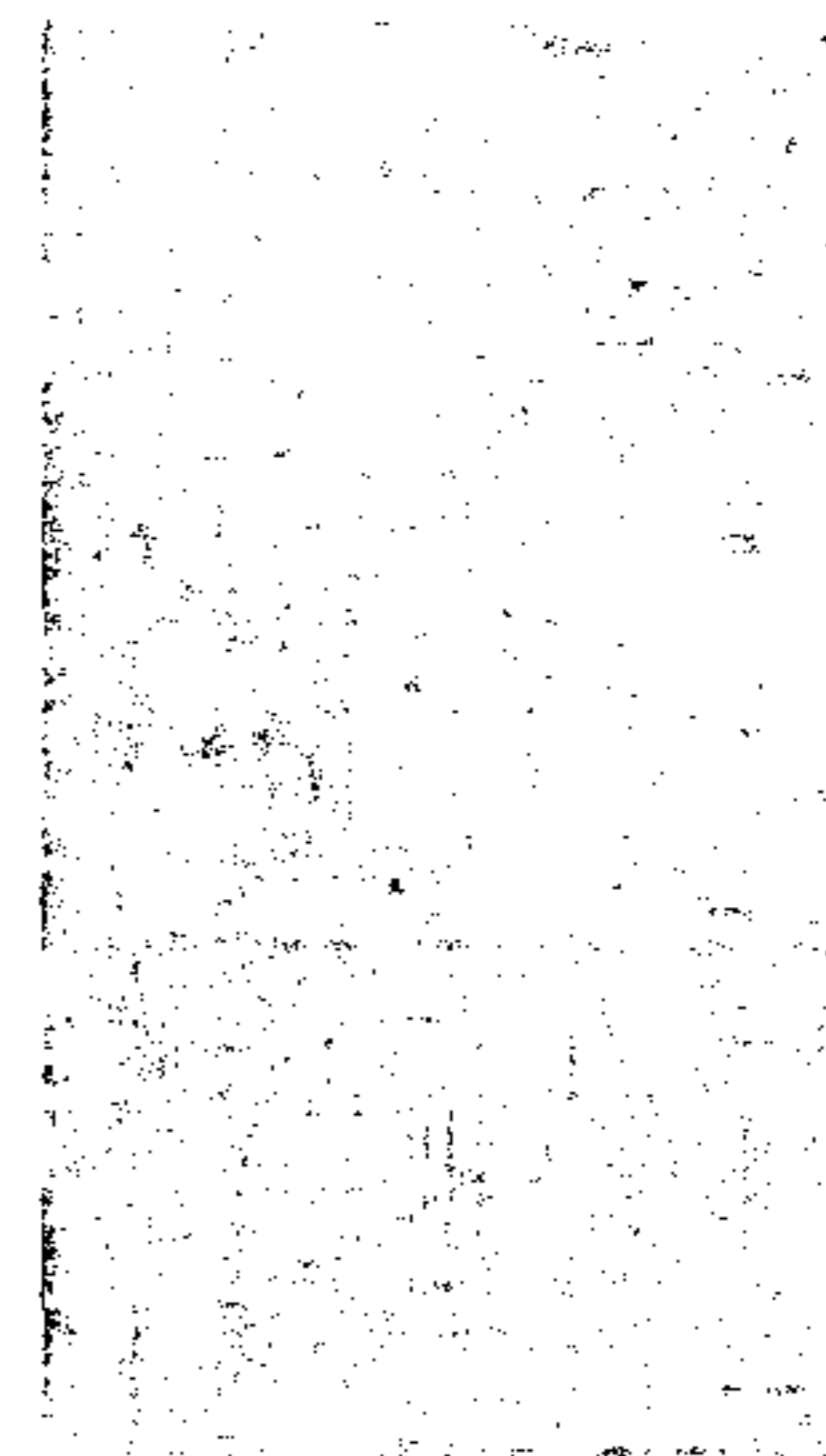
Stucco



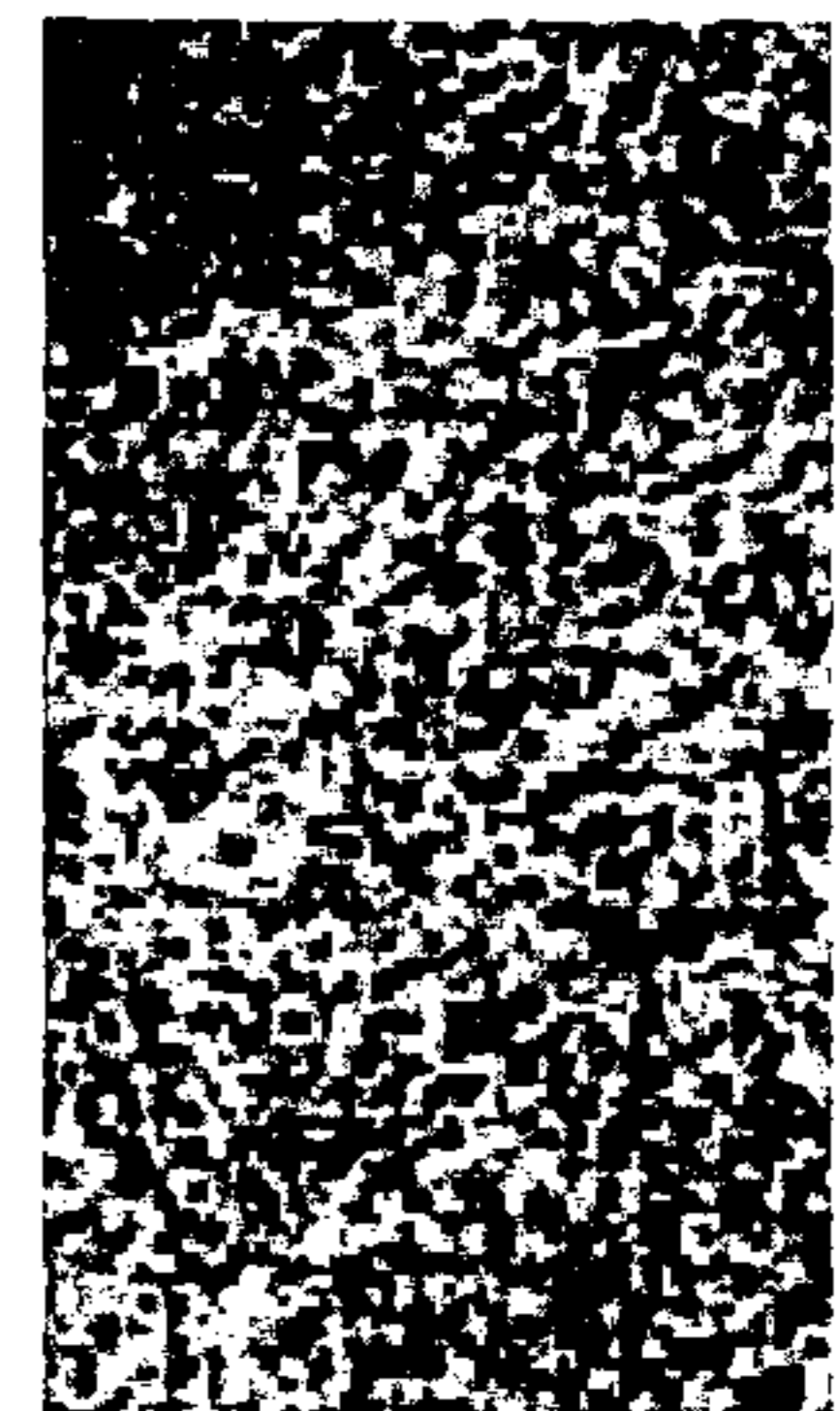
Stacked Stone



Brick



Limestone



Granite



# Awnings, Canopies and Building Projections

## Intent

To provide visual appeal and functionality to the pedestrian environment through a system of shade and weather protection devices that enhance the use and experience of the Village at Obey Creek

## Building/Projection Compatibility

The design, material, visual quality and implementation of awnings and canopies shall be congruous, enhancing rather than distracting from the building's form, as they are an extension of the building to which they are attached.

## Awning, Canopy and Projection Locations

The locations of awnings, canopies and projections must not obstruct the signage and views of the businesses/residences they are designed to protect and enhance. Awnings must be placed within the tenant control zone, while canopies may be placed outside the tenant control zone. The placement of canopies and awnings shall provide the best protection from the elements at critical times of the day as well as seasonal times of year to provide the greatest functionality of the outdoor environment. All awnings and canopies must comply with building code requirements for access and egress. Canopies at Hotel and Residential entries may extend out to curb.

## Projection and Height

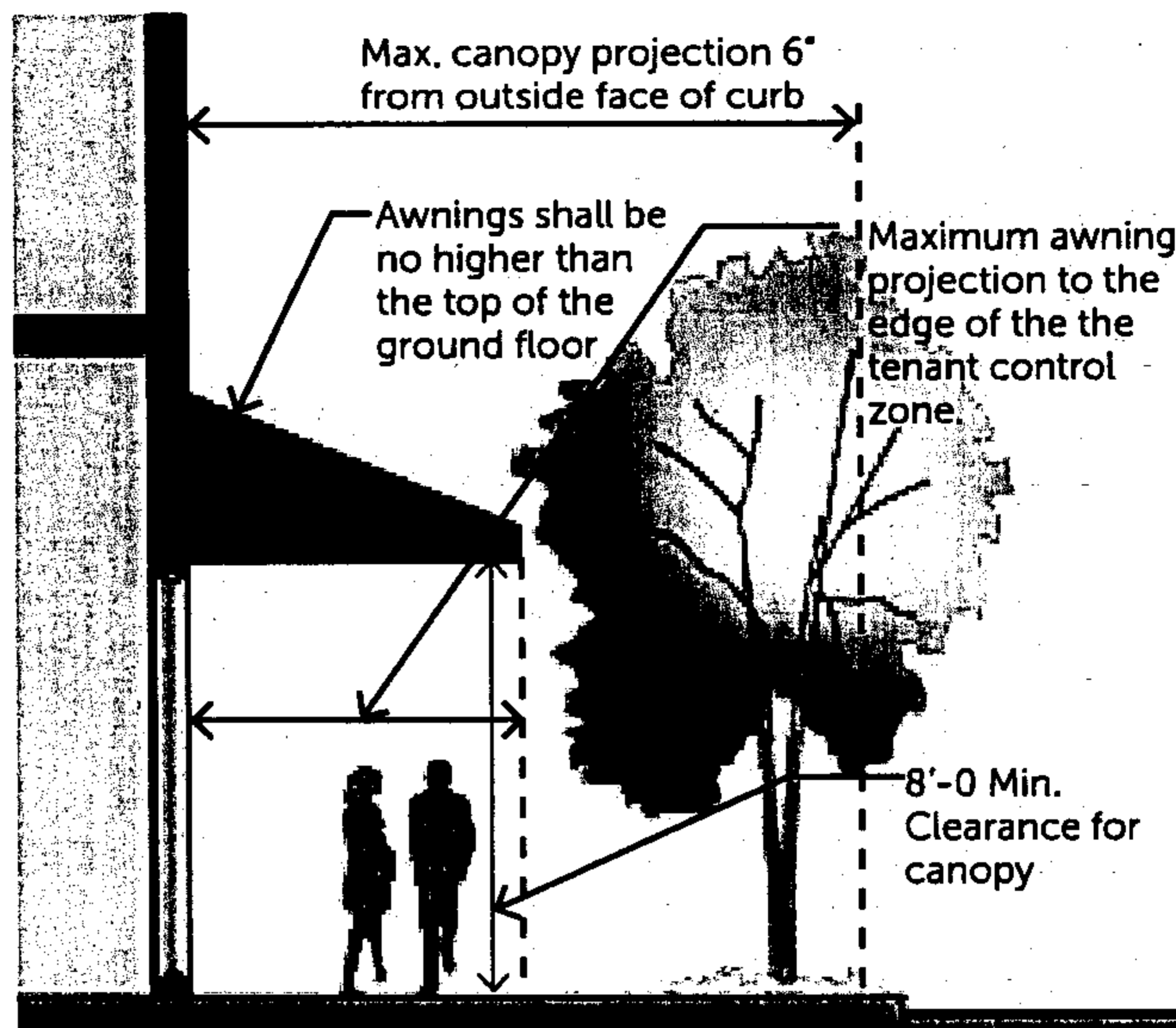
All awnings, canopies, and projections must be at minimum 8 feet above the sidewalk so as not to obstruct circulation. They will not interfere with the landscaping or lighting zones.

## Awnings/Canopy Materials and Types

Where awnings and canopies are attached to facades that face public streets they should be permanently fixed structures. Adjustable awnings are permitted on patios, pedestrian passageways, and non-public street facing facades of buildings. All awnings should be made of durable, high quality materials.

## Signage on Awnings

Please refer to section 6.0 for these requirements.



Awning and Canopy Diversity



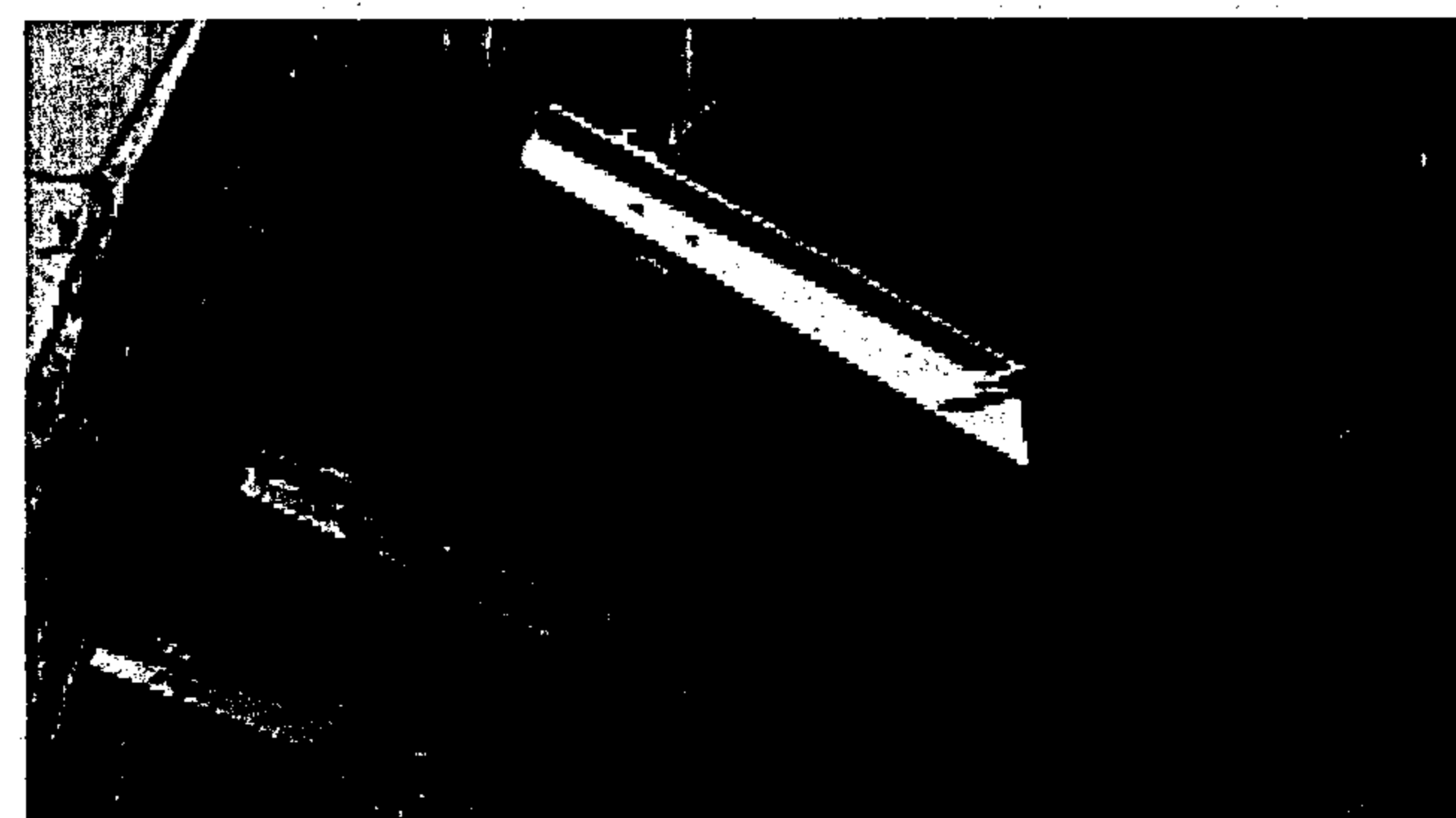
Residential canopies may extend all the way to the curb to offer weather protection.



Continuous Canopy



Corner Canopy

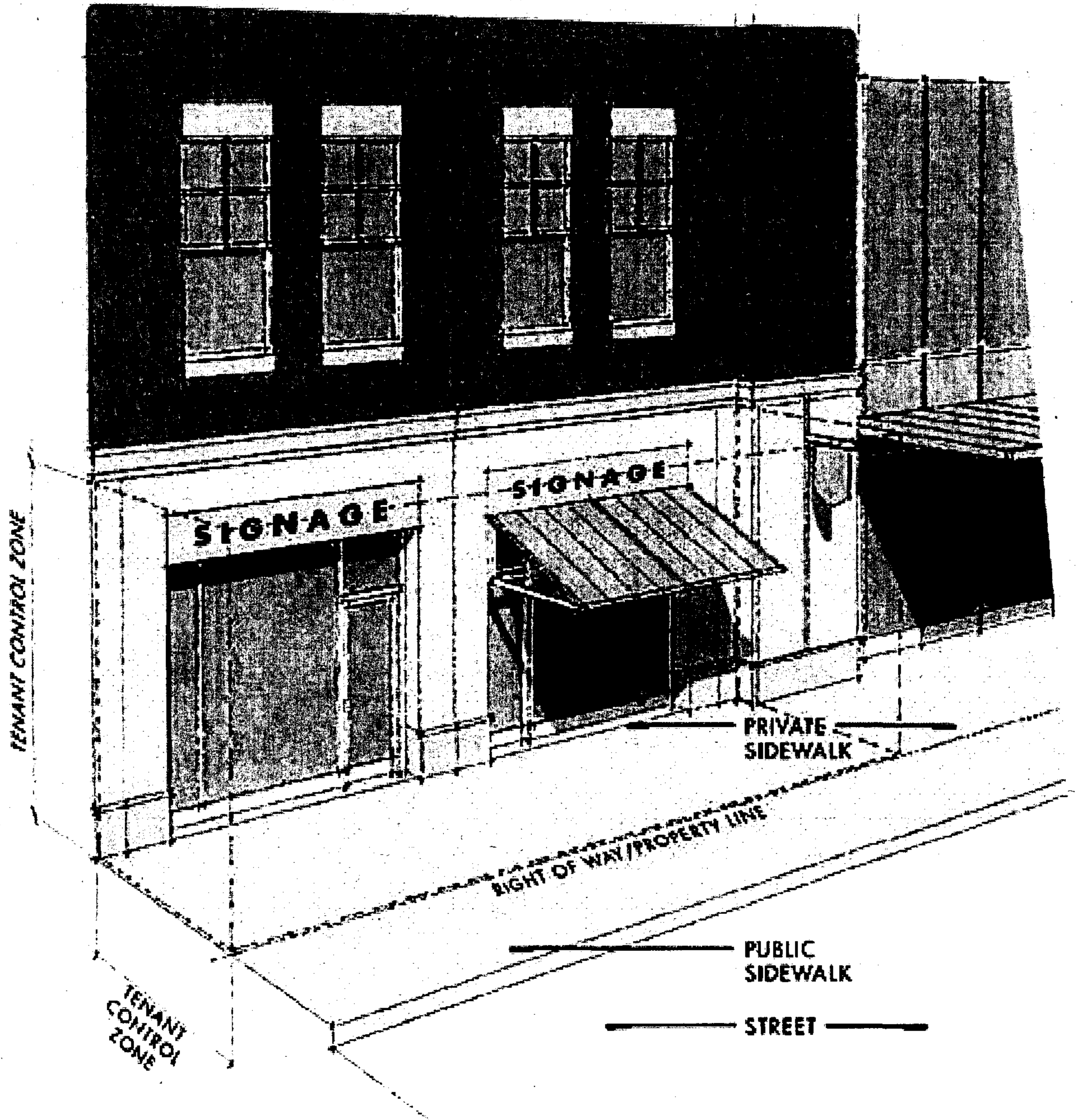


Decorative Canopy



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### Tenant Control Zone





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# Awnings, Canopies and Building Projections

## Awning Color

Awnings are preferred to be solid in color. If patterned or polychromatic they should enhance rather than distract from the overall character of the streetscape.

## Awning Canopy Variety

Variety in the design and material of awnings and canopies is encouraged throughout the village to contribute to and create the vibrant urban fabric and public realm. This is to be achieved within the tenant signage guidelines and should be compatible with the overall building and streetscape concept.

## Placement of Awning and Canopy Supports

Awnings and canopies should be supported by the facade wall to which they are attached. Supports such as columns which would require placement in the pedestrian or landscaping zone will require individual review and approval by the management firm.



Awnings should be specific to each tenant and create variety along the street

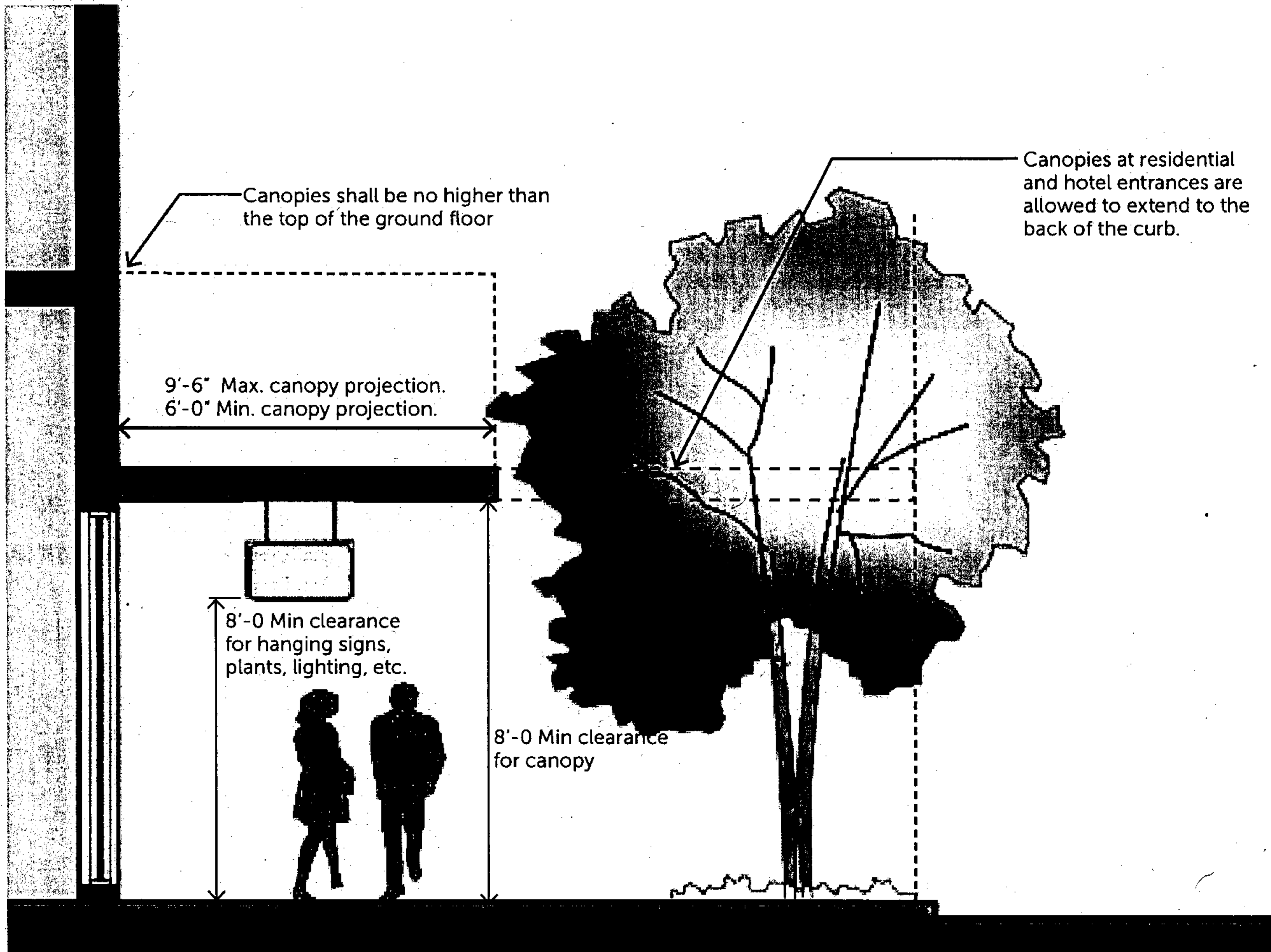


Awnings supported from building wall



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### Canopy Design Standards



# Building Fenestration



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## Intent

- To encourage transparency and therefore interaction between active uses
- Increase visibility of activity throughout the day and night, to activate and further engage pedestrians both indoors and outdoors
- To reinforce human scale and create a relationship between the built environment and its users
- To distinguish between active and passive facades, requiring fronts visible to the public realm to be more highly fenestrated and allowing facades that are hidden or rarely visible to be less fenestrated.

## For Street Level Facades that Face the Public Realm

To encourage a dialogue between indoor and outdoor uses and activities, transparent glass storefronts are required on street level facades. This transparency will give the illusion of a larger public realm extending from the streetscape into the buildings themselves, and incorporate the use of natural light.

## Minimum Street-Level Fenestration

The minimum amount of street level fenestration varies by building use. For retail buildings (Including office over retail and residential over retail) no less than 70% of the street level facade can be transparent glazing. All other uses not including retail shall be no less than 40% transparent glazing. The area between the finished floor and 12'-0" above the finished floor is the zone which must adhere to the above minimum fenestration requirements.

## Glass Selection and Reflectivity

The transparency of glass will allow visibility between pedestrians on the sidewalk and the ground floor use inside. Glare should be kept to a minimum to insure comfort and safety. Low iron, nonreflective thermal insulated glazing should be used. No mirrored glass will be permitted.



Transparent glass connects exterior space to interior space



Transparency at night activates the street



Spilled light creates a welcoming, safe public realm





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Projecting bays and vertically proportioned windows reinforce residential typology.



Opaque, ornamental or fritted glass can add visual interest to the upper stories of buildings

### Articulation and Solar Orientation

The design of upper level facades should reflect/react to their siting with regard to climate and solar exposure to create an environmentally responsible and sustainable building.

All buildings should have a regular pattern of openings (windows, doors, bays) that express the uses and functions of the spaces within. The solid to void ratio of exterior walls should be carefully studied to create pleasing proportions. Generally, windows should be vertically oriented punched openings with generous dimensions in residential and hotel buildings. Office buildings can have more continuous windows, but these windows should be separated by pronounced vertical stanchions at regular intervals to avoid reading as continuous strips or ribbons.

All windows should express their divisions with projecting mullions. Flat, butt, and SSG joints in glass are discouraged.

Ornamental, opaque or stained glass may be used minimally as special windows to accent or enhance a facade or screen structure/utilities from view. The walls of all buildings can contain other techniques to lend detail, proportions, and scale. String courses, expressed sills, and lintels, brick pilasters, brick patterns, working shutters, fixed solar controls, and projecting bays, oriels, and copings are encouraged to contribute to the overall visual texture of the facade.

# Storefront Design



## Intent

- To develop vibrant, unique, visually engaging and well designed storefronts that draw people in and act to enhance the character of Obey Creek.
- To activate the pedestrian realm by providing a high level of retail activity throughout the village core.

## Storefront Design

Enhance the streetscape and pedestrian realm by giving individualized identity to storefronts and building entrances and outwardly expressing the uses within. Storefront design should be engaging and foster a visual relationship between the streetscape and the building users inside.

## Storefront Entries

Storefront entryways should be attractive and engaging along the street to interest shoppers and promote pedestrian movement. Entrances should be close in proximity to each other to encourage walkability and to offer variety in design. Thresholds must be compliant with ADA requirements to accommodate easy access by all persons.

## Storefront Security Device Placement

All security devices such as folding doors and overhead rolling grilles should be incorporated entirely into the storefront design so they are not visible from the street.

## Entryway Transition

In order to provide a necessary transition zone between inside and outside, and to accommodate door swings and pedestrian traffic, building entries that front public streets are encouraged to be generally recessed into the storefront.

## Storefront Positioning

Storefronts and entrances to other uses will orient toward the public street to engage pedestrians and activate the public environment. Where buildings do not face a public street (for example; if they face a park or plaza) entrances and storefronts will front toward the major pedestrian realm.

## Storefront Proportion

Storefronts should be scaled and detailed for comfort and use. Large facades of buildings should be broken down into smaller more pedestrian friendly increments, and differentiated to avoid monotony. Surfaces should contain architectural and urban elements, signage, material/color changes, planar shifts and other devices to activate and stimulate pedestrian interest.

## Storefront Streetwall

Storefronts should typically work together to create a consistent streetwall. Storefronts should not extend into the sidewalk zone except for allowed overhead awnings, signage, canopies and building projections (like balconies) that do not obstruct pedestrian movement.

## Storefront Diversity

Individualized storefront designs and expressions should be encouraged over a repetitive series of storefronts. Multiple small storefronts are preferable to longer more sparsely spaced storefronts. The overall goal is to create a lively, visually diverse and active pedestrian oriented environment that conveys the uses of the tenants within an individualized and stylized way.

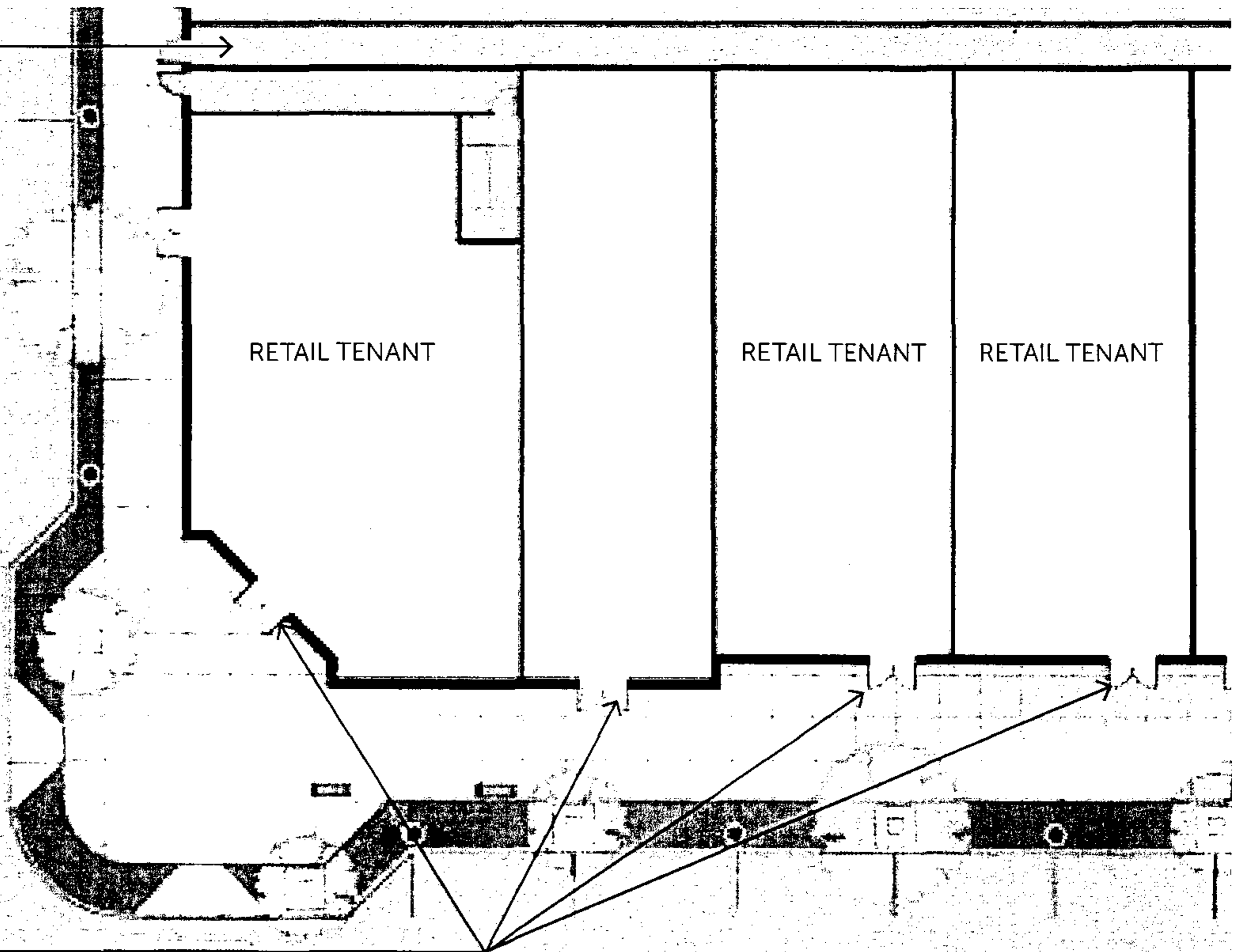


Iconic storefronts can create identity for the whole Village



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RB6018 131 131/210

Service corridor at secondary streets



Entrances Oriented Toward the street



Color, logos, and blade signs bring individuality to each storefront



Recessed entries and a variety of storefront materials



Outdoor seating areas can be defined by umbrellas, awnings, and railings.



Carefully detailed storefronts create a pedestrian scale

# Articulation



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## Intent

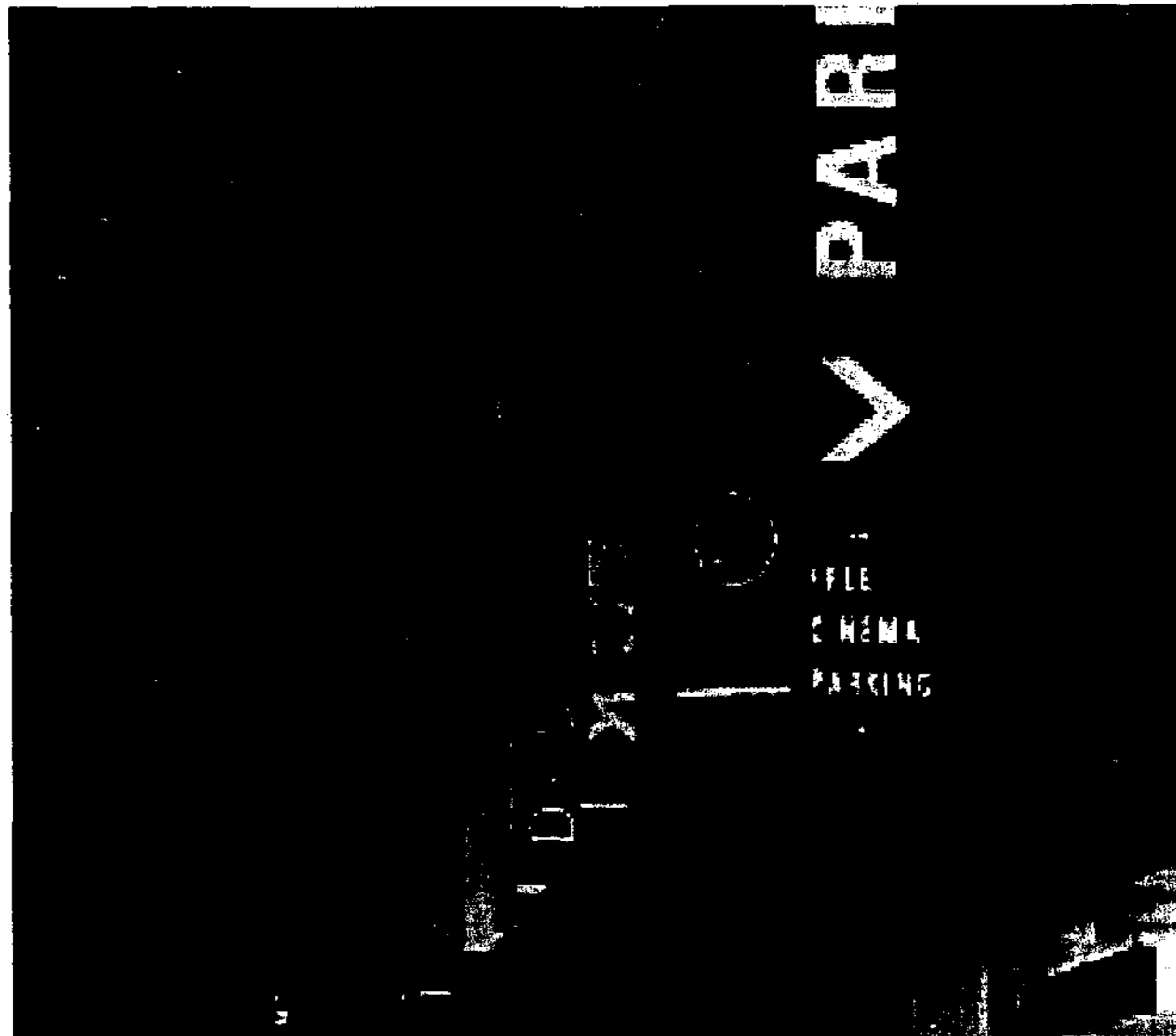
Buildings should create a comfortable and diverse streetscape and pedestrian realm that is human in scale and varied in material use, color, texture, meter, form and proportion. Facades must be articulated according to their category, i.e. public facing front facade, publicly visible side facade or hidden back facade. Temporary seasonal banners and decorations coordinated by the Management Company are encouraged and allowed on building balconies and appropriate wall areas above the first floor throughout the village.

## Articulation through Variation in Plane

Street walls at the ground floor level should incorporate a variation in wall plane every 100 linear feet or less of building frontage. Variations should not be less than 4 inches in depth or projection. Parapet walls should change in height no less than every 100 linear feet. Change in height will be no less than 2 feet.

## Building Scale and Variation

Buildings with the upper stories of other uses should be differentiated by incorporating design elements that reflect their use, i.e. balconies for residential units. Uses should be distinguishable by design and differentiated in elevation. The scale of the building should remain conscious of the desired pedestrian oriented development and offer a comfortable human scale at ground level.



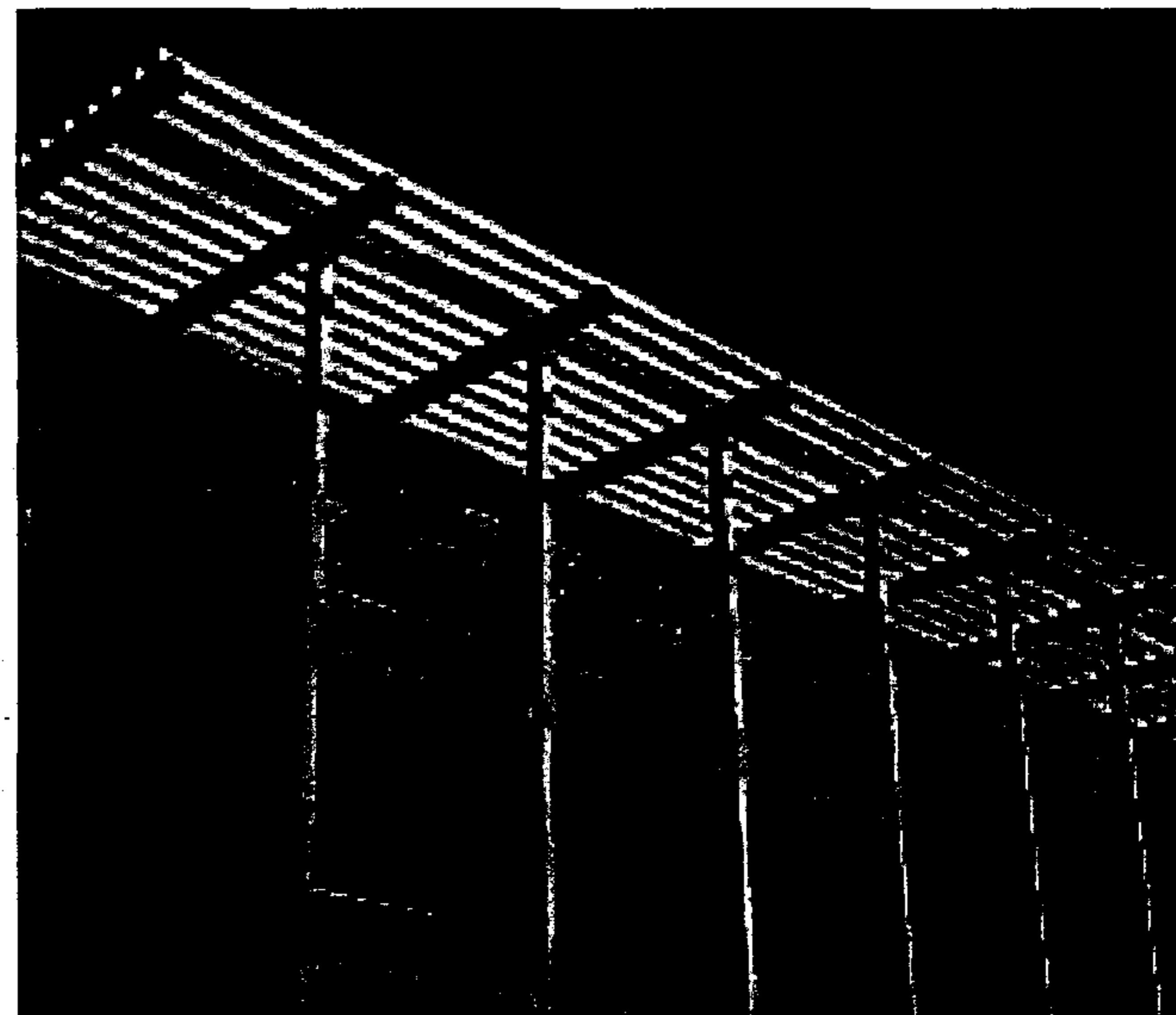
Seasonal banners can bring color and texture to building facades



Varying the building wall at street level creates visual interest and identity for tenants



Bays and balconies add interest to the upper stores of residential buildings



Trellises, cornices, and terraces add human scale to the upper stories of office buildings



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Facade organization should reflect the underlying structural grid

### Facade Variation

Facade variation should reflect the structural grid of the building and the use within. Certain areas such as primary entry ways and building corners should be accentuated to indicate prominent points of passage and engagement as well as to provide individualized design moments.

### Projections

Projections including balconies, oriels, and terraces are encouraged to further activate building walls and create visual interest. Projections may protrude no further than 3 feet past the build to line.



Facade articulation and proportions should facilitate the uses within the buildings

### Structural Articulation

Walls should be expressed, detailed and articulated to enhance the fabric of the building facade, creating depth with shadow through changes in plane and material variation.

### Accentuate Corners

Buildings on the corners of main streets should be given priority as areas to enhance, articulate and emphasize. Corners will serve as vertical markers within the project and will help with wayfinding and orientation.



Projecting bays, bris soleil, and varied materials create depth and shadow on buildings

### Light Filtration

Buildings on the south side of streets are encouraged to allow sunlight to filter to street level throughout the day within the project.



Corners can become vertical markers to aid in pedestrian orientation

DESIGN GUIDELINES

# Corner Conditions



## Intent

To create visually accented street corners that differentiate blocks, and add visual identity as well as activity to street views, and aid in wayfinding.

To enhance the urban character of the village by creating visually heightened buildings that add variations to the street wall.

## Multi-Story Corner Height

Where multi-story buildings occupy the block corner facing onto "main" streets, they are required to address the intersection that they front in one of the following ways.

- **Height:** increase building height by no less than half a typical floor height for 15 linear feet of distance in each street fronting direction.
- **Roof Shape:** The roof shape at the corner must be articulated differently from the rest of the building to add variety to the building's silhouette.
- **Rounded/Chamfered Corners:** Changing the shape of the corner of the building, i.e. rounding or chamfering the wall planes to alter the perception of the corner. This must be done for no less than 15 linear feet of distance in each street fronting direction.
- **Recessed/Extruded Corners:** Recessing or Extruding at a minimum the ground floor level of a corner building for a difference of no less than 2 feet from its adjacent facade plane for a minimum distance of 15 linear feet in each street direction.

## Entry ways

Entry ways should be located in or near the corner of the building and be incorporated into the accented design.

## Materials/Colors

Further differentiation at the corners through material and/or color changes is also encouraged.



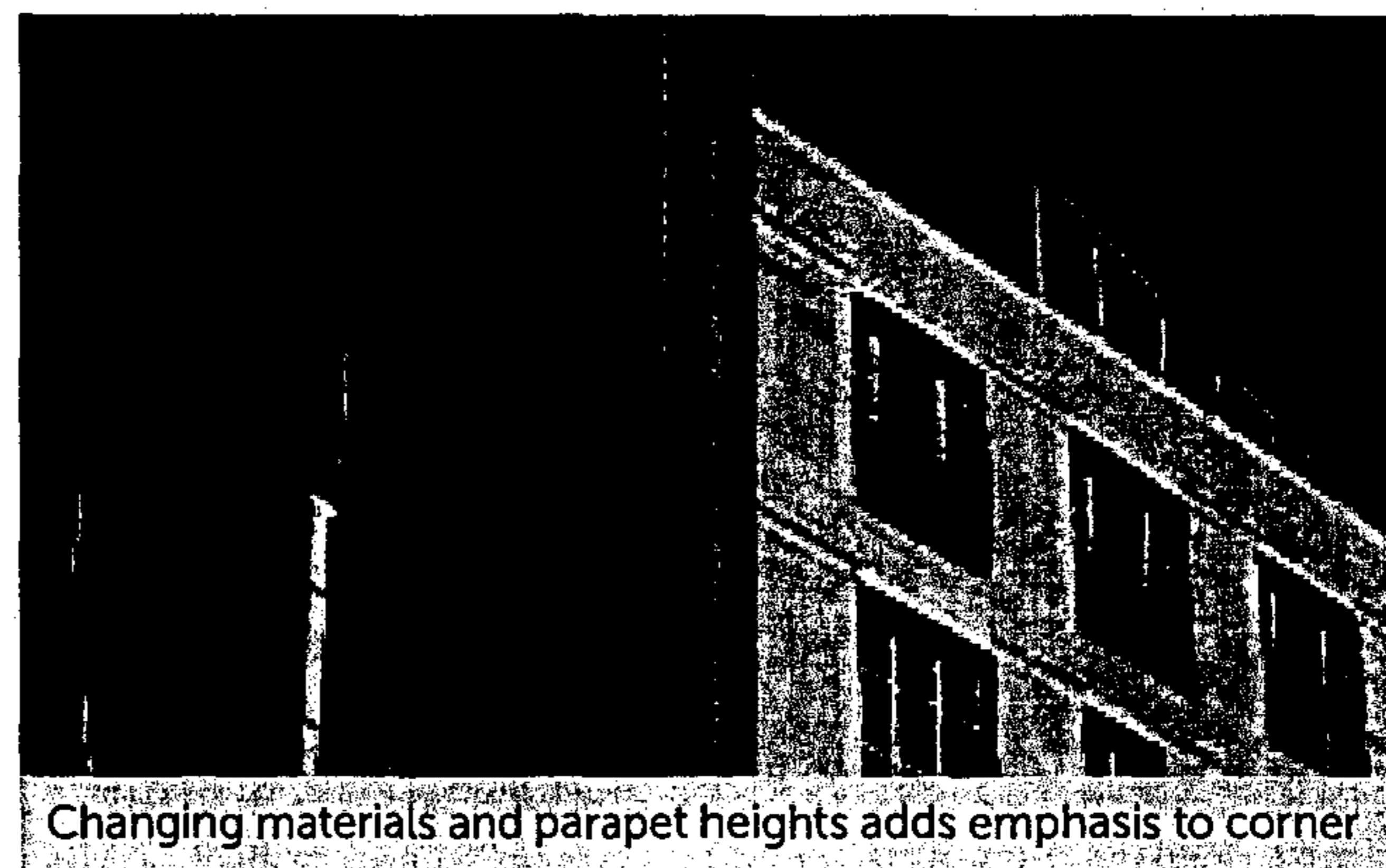
Corners offer unique opportunities to create building identity



Rounded or chamfered shapes help pedestrians navigate corners



Corners may be recessed or protruding



Changing materials and parapet heights adds emphasis to corner



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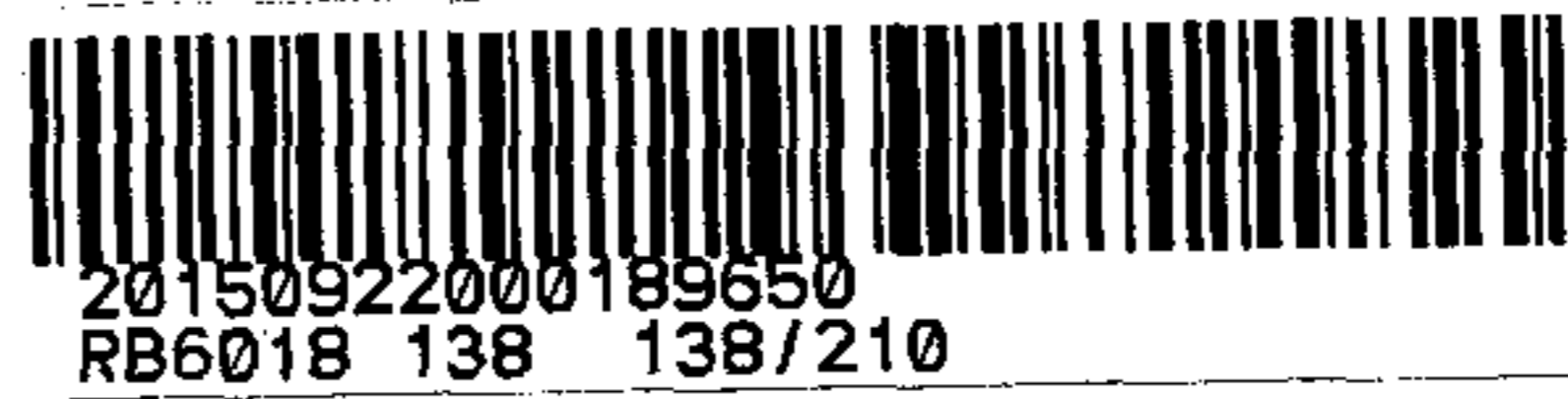






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**section 5:**  
landscape + site  
design standards



# landscape + site design standards

Public open spaces are the hallmark of a community. The range of public open spaces include neighborhood parks accommodating passive and active use, squares as gathering space, courtyards, community gardens, playgrounds, nature preserve and trails. Once an overall park plan for Obey Creek is established to program the various outdoor uses, the parks will contribute to the quality of experience and distinctiveness within the community.

#### Essential Elements:

- Public Open Space and Parks
  - Highland Park
  - Overlook Park
  - Wilson Creek Preserve
- Landscape Standards of Specific Site Areas
  - US 15-501 Gateway Frontage
  - Main Street
  - Secondary East / West Internal Streets
  - Wilson Creek Lane
  - Sidewalks and Paving
- Lighting



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Intent

- Public Open Spaces and Pocket Parks should respond to contextural attributes such as orientation, adjacent land uses, intended purpose, anticipated use and intensity of use
- Create development that is pleasant in character and human in scale
- Create open space for community gathering
- Promote accessibility and smooth circulation of people and traffic
- Achieve a balance and compatibility between active and passive recreational uses
- Provide visual appeal and seasonal interest
- Provide dedicated site furniture including benches, trash receptacles, and lighting unique to specific areas
- Coordinated landscape and plant palettes
- Ensure environmental diversity
- Provide for safety for users and ease of supervision
- Crime prevention through enviroinmental design will be considered in the design process for all public outdoor spaces. The developer will work closely with Town Staff in evaluating proposed design solutions.
- Where public art is proposed the Developer will consult with the Chapel Hill Public Arts Commission

CHapel Hill Design Standards



Open, public spaces human in scale and pleasant in character



Informal activities



Vibrant and active public plaza



Environmental diversity



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# Highland Park



Highland Park will include a retail / restaurant kiosk with outdoor dining

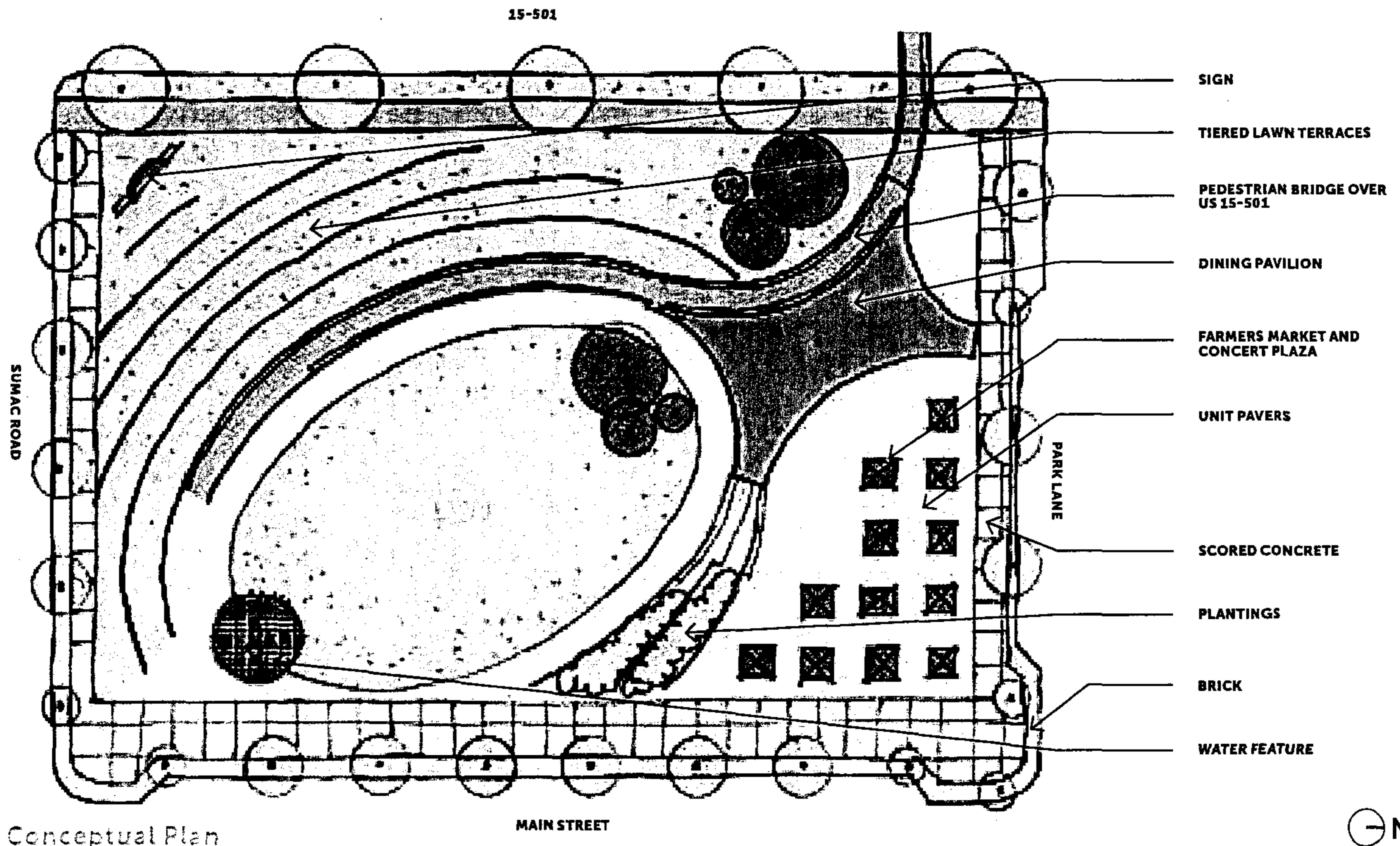
## Description

Highly visible from US 15-501, Highland Park is the primary central public focal area of Obey Creek. A 1.3 acre open space will define the character of the park where both informal and programmed activities will attract Chapel Hill residents and visitors.

Expanded hardscape areas along the edges of the park will accommodate sidewalk fairs, farmer's markets and similar activities. The northwest corner is reserved for retail, restaurant or open-venue uses that may anchor this end of Highland Park. This important corner space is unique as it also serves as the landing for the greenway bridge, connecting Obey Creek with Southern Village and the Park and Ride lot.

The architecture of buildings within this corner will respond to and perhaps incorporate the pedestrian and bicycle bridge as it transitions to grade. Surrounding Highland Park, street level retail uses will stimulate activity creating an active and engaging public space. Highland Park defines the entrance to the community and becomes a key part of the gateway to Chapel Hill.

## Highland Park



Landscape Architecture

# Wilson Creek Preserve



## Description

The Wilson Creek Preserve is the result of the efforts of Chapel Hill's residents over many years to protect 85 acres of open space for future generations. Serving as a critical natural buffer it protects the waters of Wilson Creek along with the stands of mature hardwood trees along its banks. The park is the former site of a gravel strip quarry. After restoration efforts, this quarry is planned to accommodate a passive open space.

8,000 ft of natural and/or gravel surface trails, wildlife habitat enhancements and active forest management will provide for pedestrian access within the hardwood forested areas while protecting these areas in perpetuity.

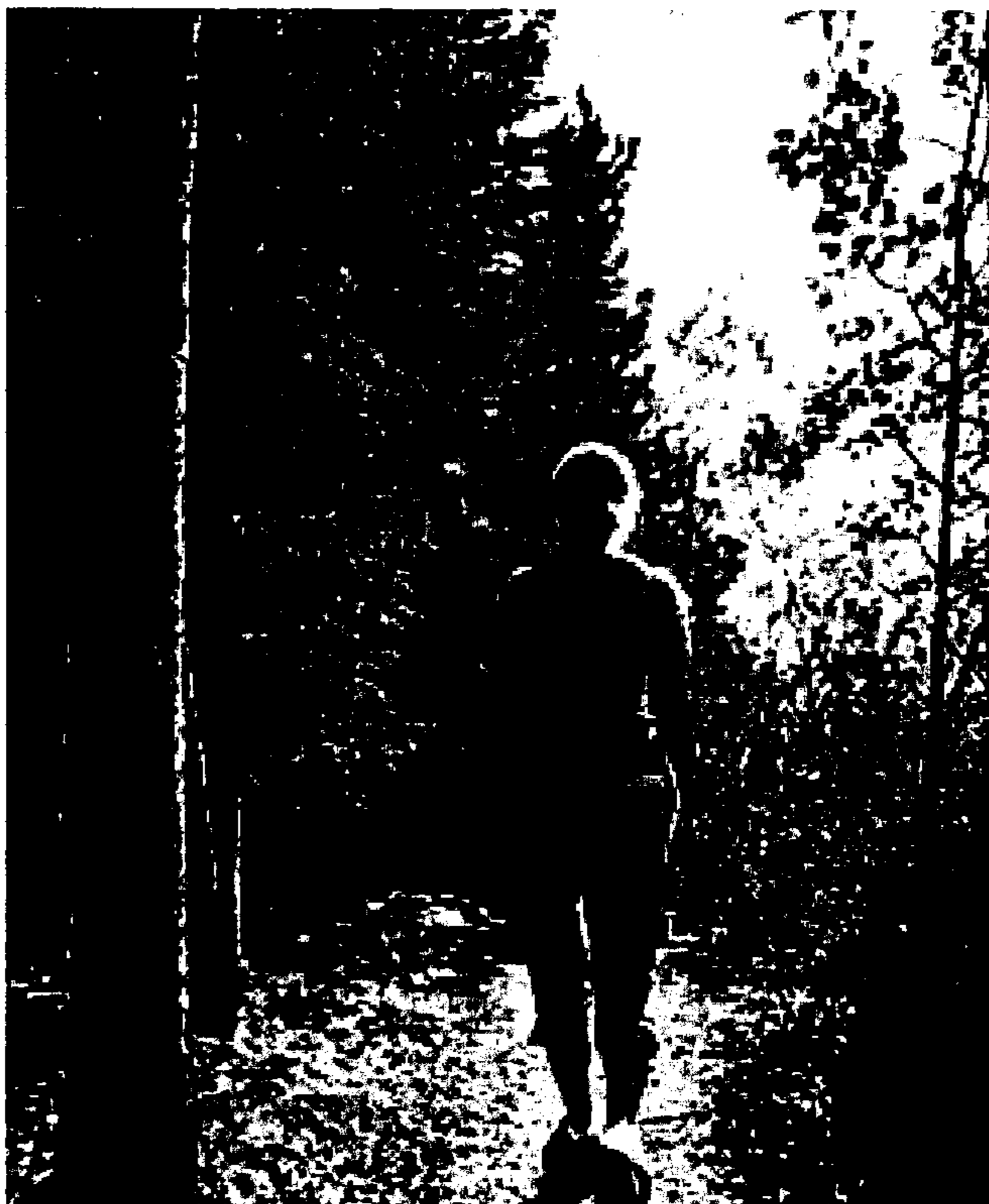
## Buffers

Buffers essential for protecting adjacent properties have been considered in the plan for Obey Creek. The Wilson Creek Preserve provides buffering (100' min. width) to all adjoining properties with the exception of the Strata Solar building where alternative buffers are consistent with LUMO Standards.

No additional buffers will be required internal to the Obey Creek site or along external boundaries of the Wilson Creek Preserve.



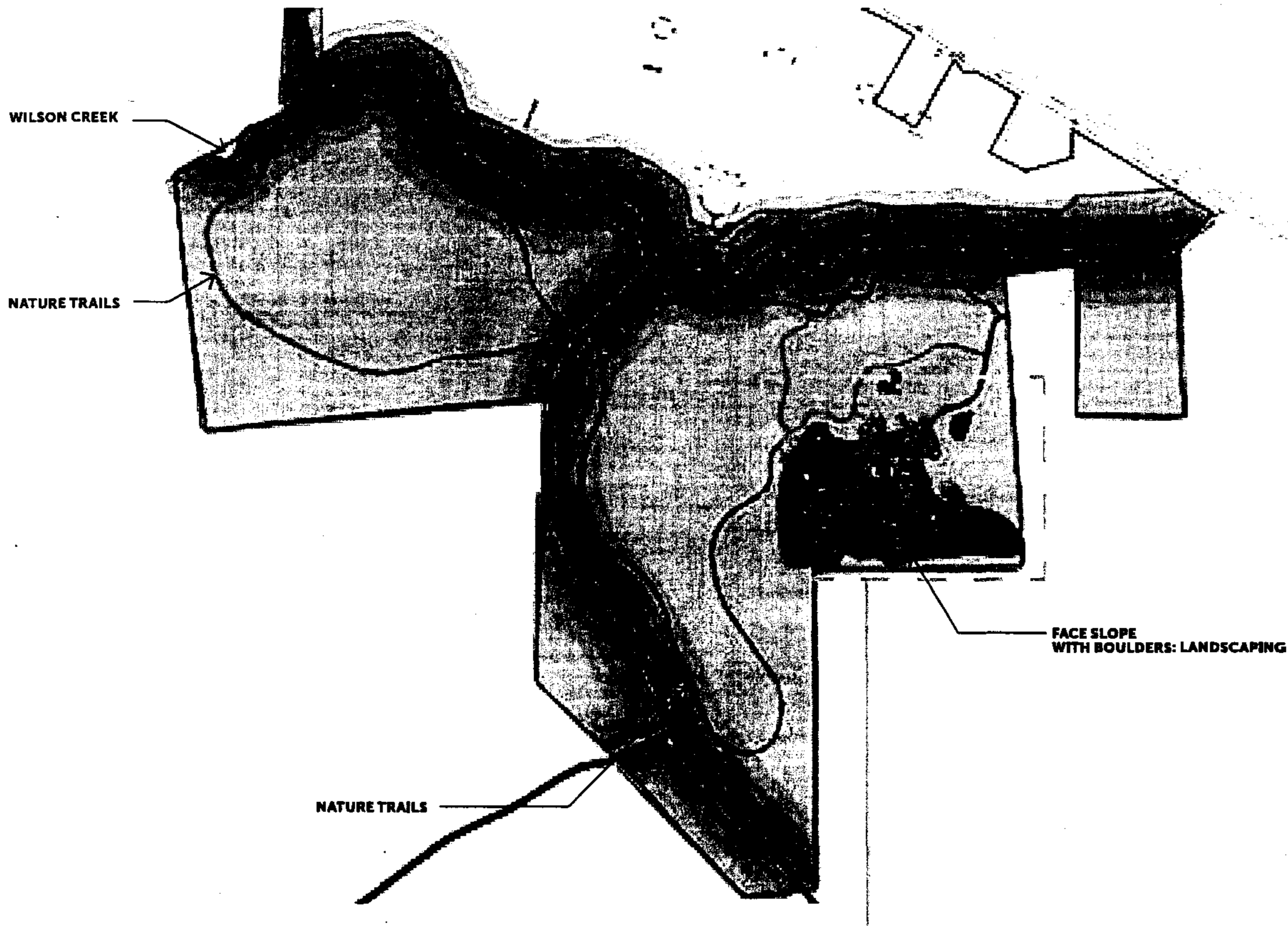
Natural pathways



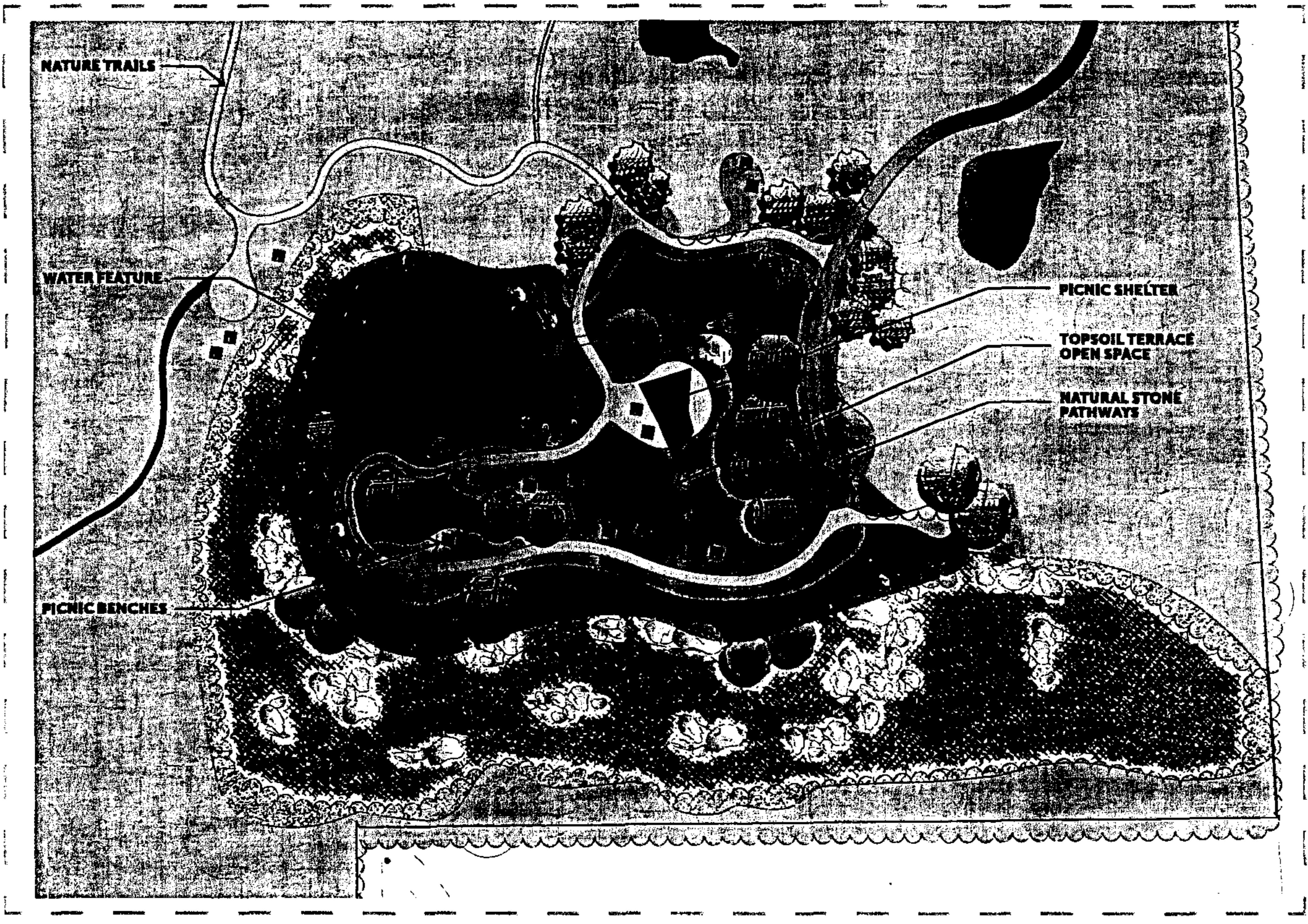
Walking paths



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LANDSCAPE SITE DESIGN STANDARDS



# Overlook Park



## Description

Overlook Park is the primary gateway to the Wilson Creek Preserve. Centrally located, it is situated on a promontory that offers views and easy pedestrian access to the trails and park facilities. As an entranceway to the preserve it will serve to orient visitors to the opportunities within the park for both passive and active recreation.

Overlook Park will memorialize the dedication of this important preserve and the efforts of the larger community to protect this valuable open space for future generations.

Overlook Park will include shaded seating and informal gathering spaces.

## Activities and uses

- Gateway architecture and/or iconic landscape features, wayfinding and interpretive signage, individual and small group seating areas, child play area



Individual and small group seating



Informal games



Informal gathering spaces

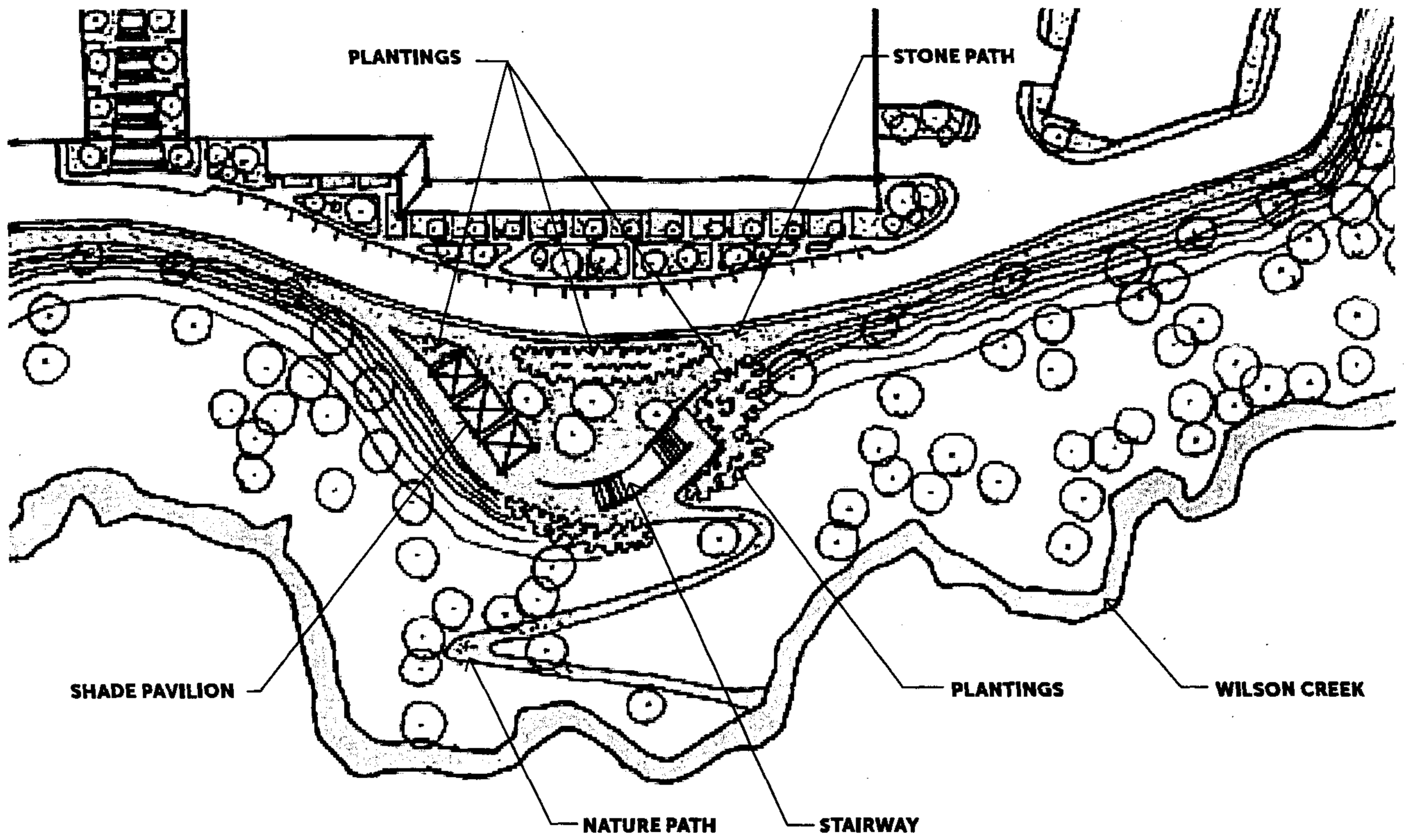


Iconic landscape features

LANDSCAPE SITE DESIGN STANDARD



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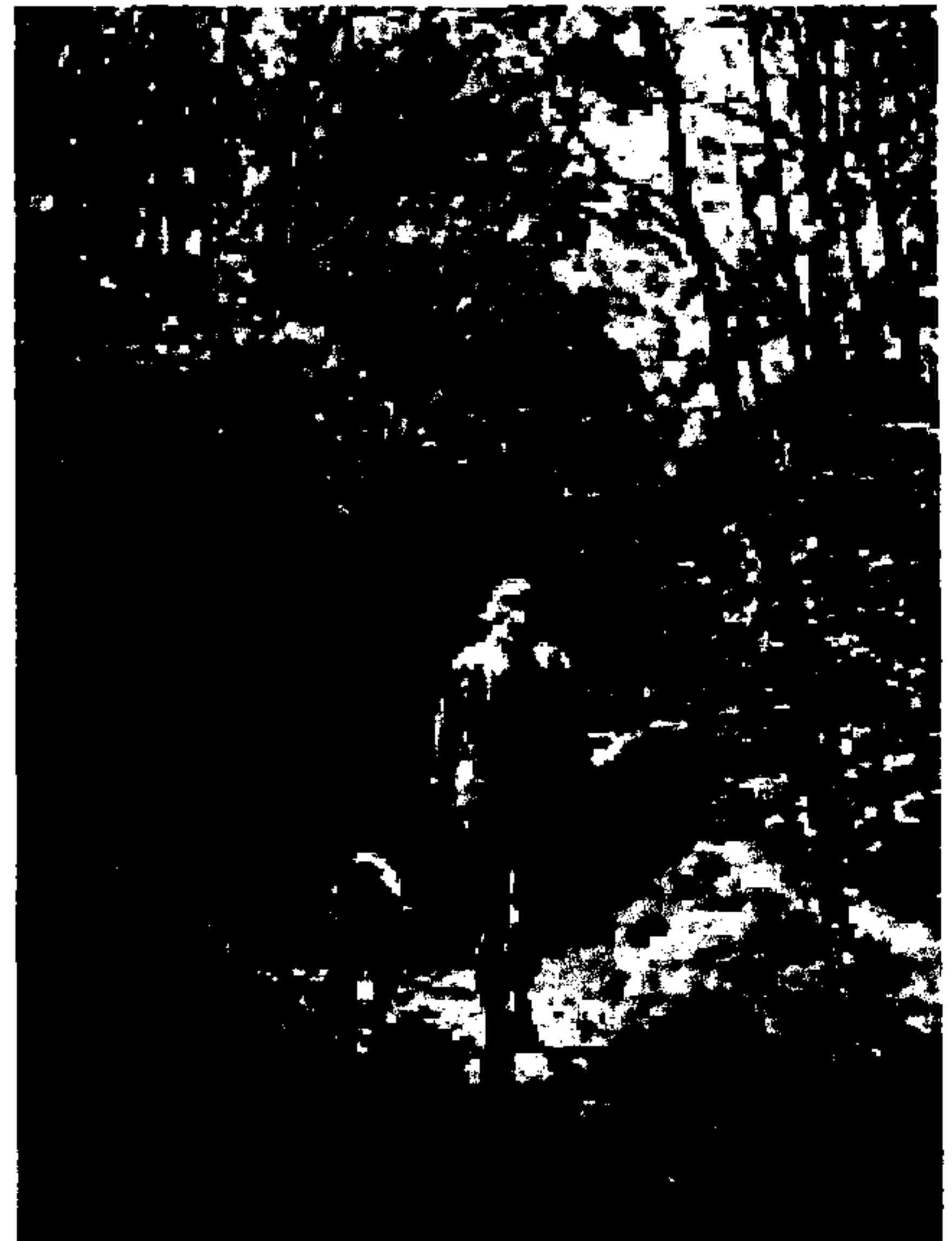


Conceptual Plan

LANDSCAPE ARCHITECTURE STANDARDS

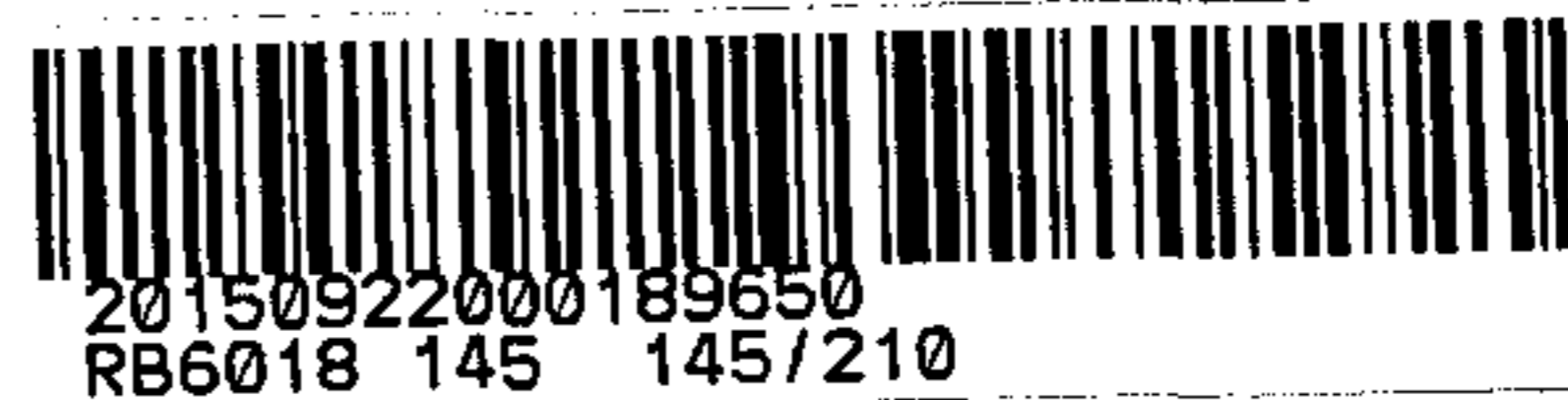


Promotory views



Entry to walking paths

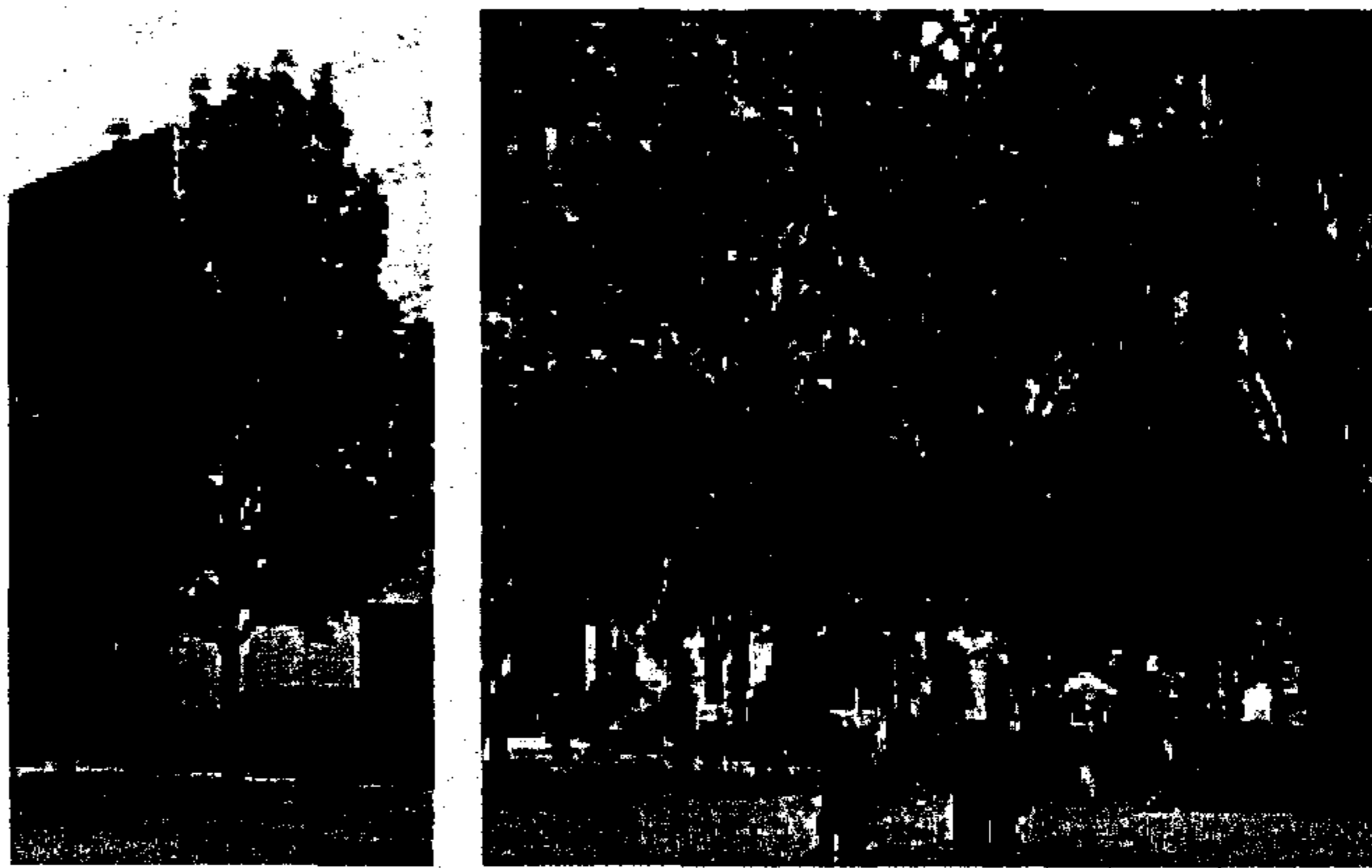




# Landscape Standards of Specific Site Areas

A landscape theme will foster unity of design and appropriately reinforce the urban or natural setting to which it is responding. A diverse landscape is more resilient to disease and damaging natural events making it more sustainable over time. It provides more interest and helps to create a more diverse habitat for wildlife in both urban and natural settings.

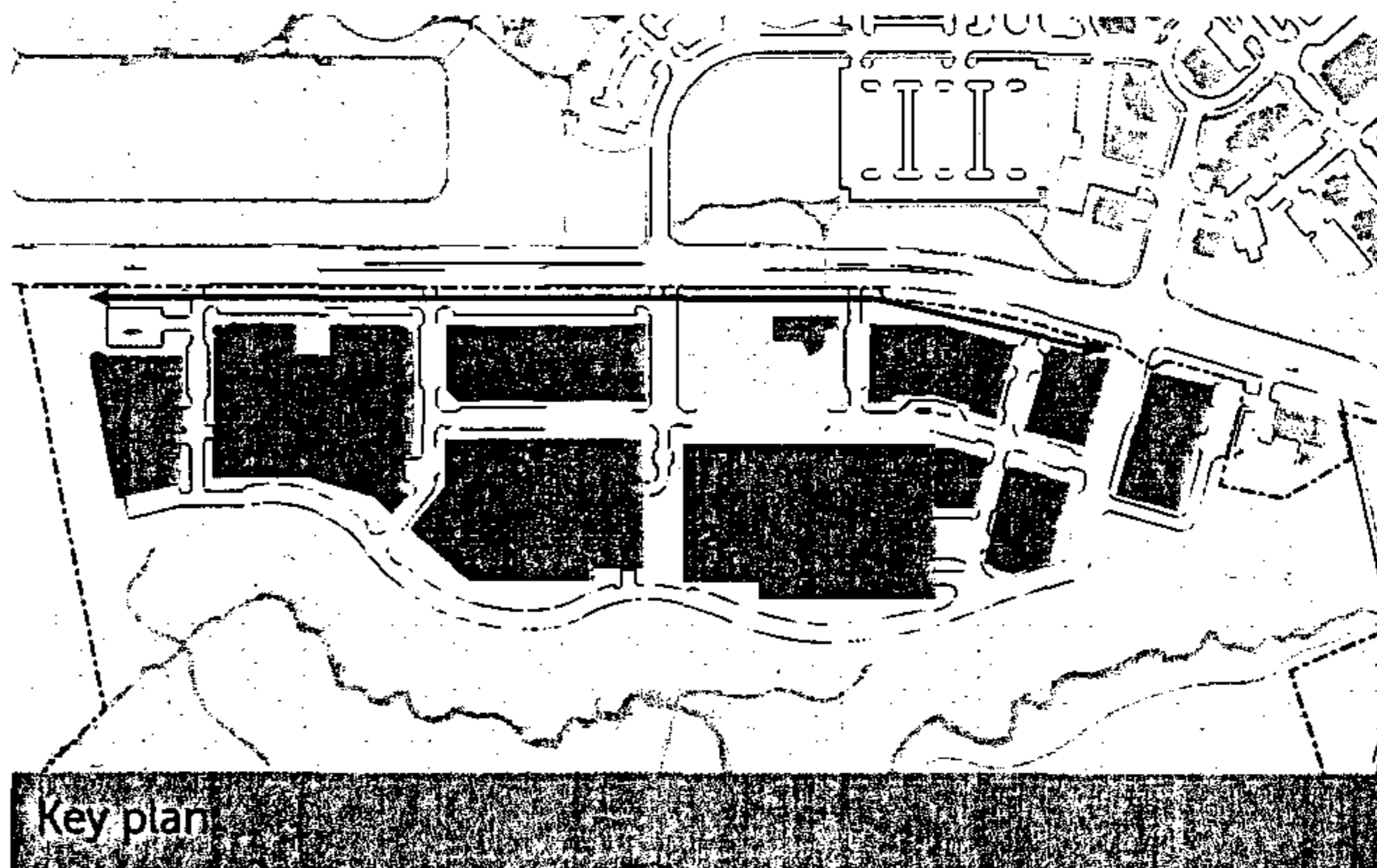
Native and adapted plant species that are drought tolerant will be given priority over others. Irrigation, where planned, should incorporate the use of rainwater harvesting and/or high efficiency systems design. Key public areas within Obey Creek are identified below along with specific design objectives for each.



## US 15-501 Gateway Frontage

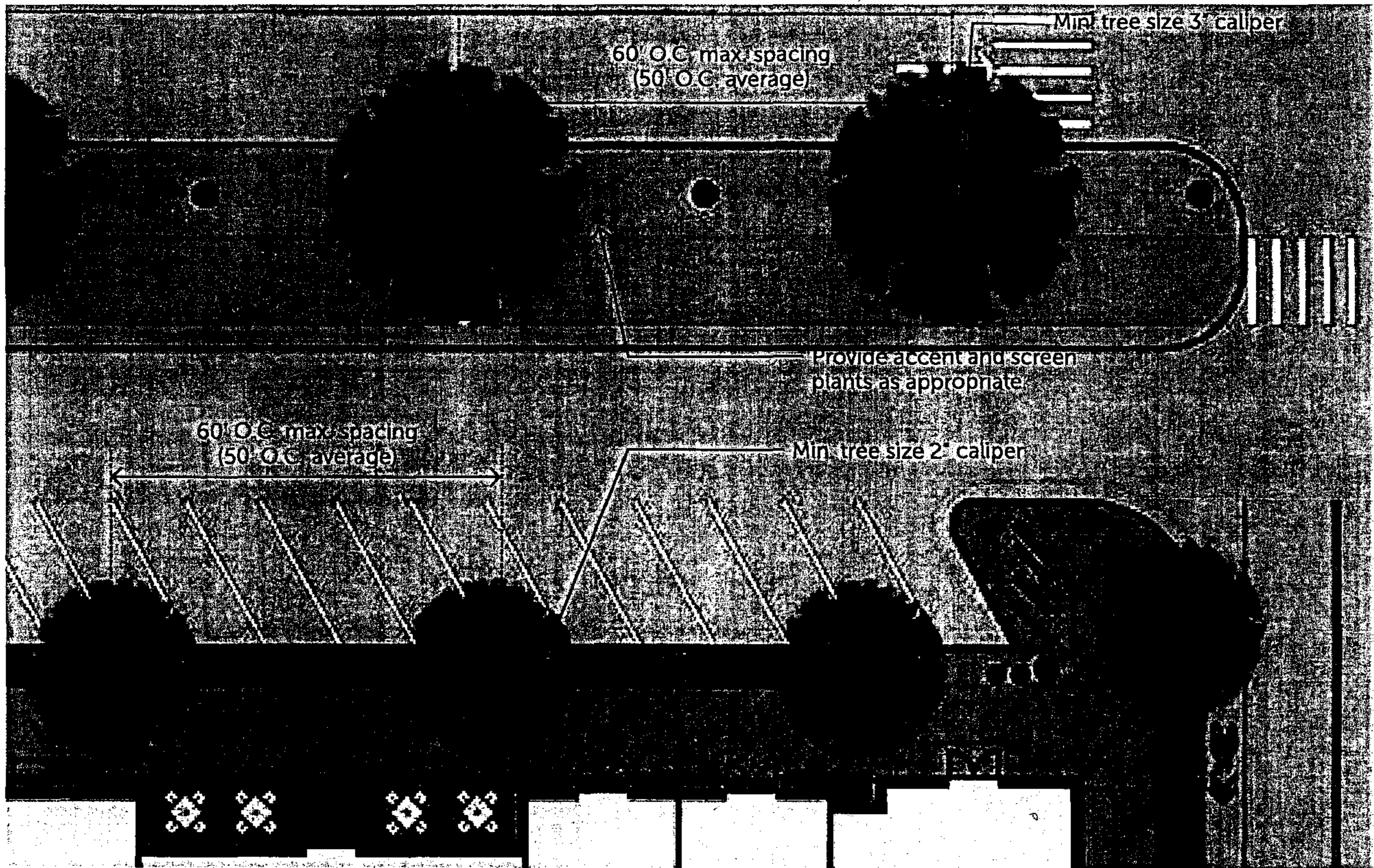
The US 15-501 Corridor is a critical gateway into Chapel Hill and provides the first impression to visitors as they enter the Town. The scale of this US Highway suggests large tree plantings that help to create a soft edge to the roadway while affording views to adjacent buildings and open spaces.

- Respond to scale of roadway and available planting area in selection of species
- Provide shade canopy to adjacent pedestrian areas and slip-street
- Create rhythm through spacing and accent plantings
- Consider durability, tolerance to urban street environment and upward branching forms for species selection
- Conform to NCDOT Guidelines for plantings within NCDOT R.O.W.
- Maintain view to adjacent shop fronts and land uses
- Provide accent and screening plants as appropriate
- Adequate tree-pit/planting design necessary for long term health of street trees will include 300 CF of structural soil or free soil
- Maximum tree spacing: 60' O.C. as needed to avoid utilities (Average 50' O.C. maximum spacing per block)
- Minimum tree size: 3" caliper total/per 50 lf of street average (including both sides of street)



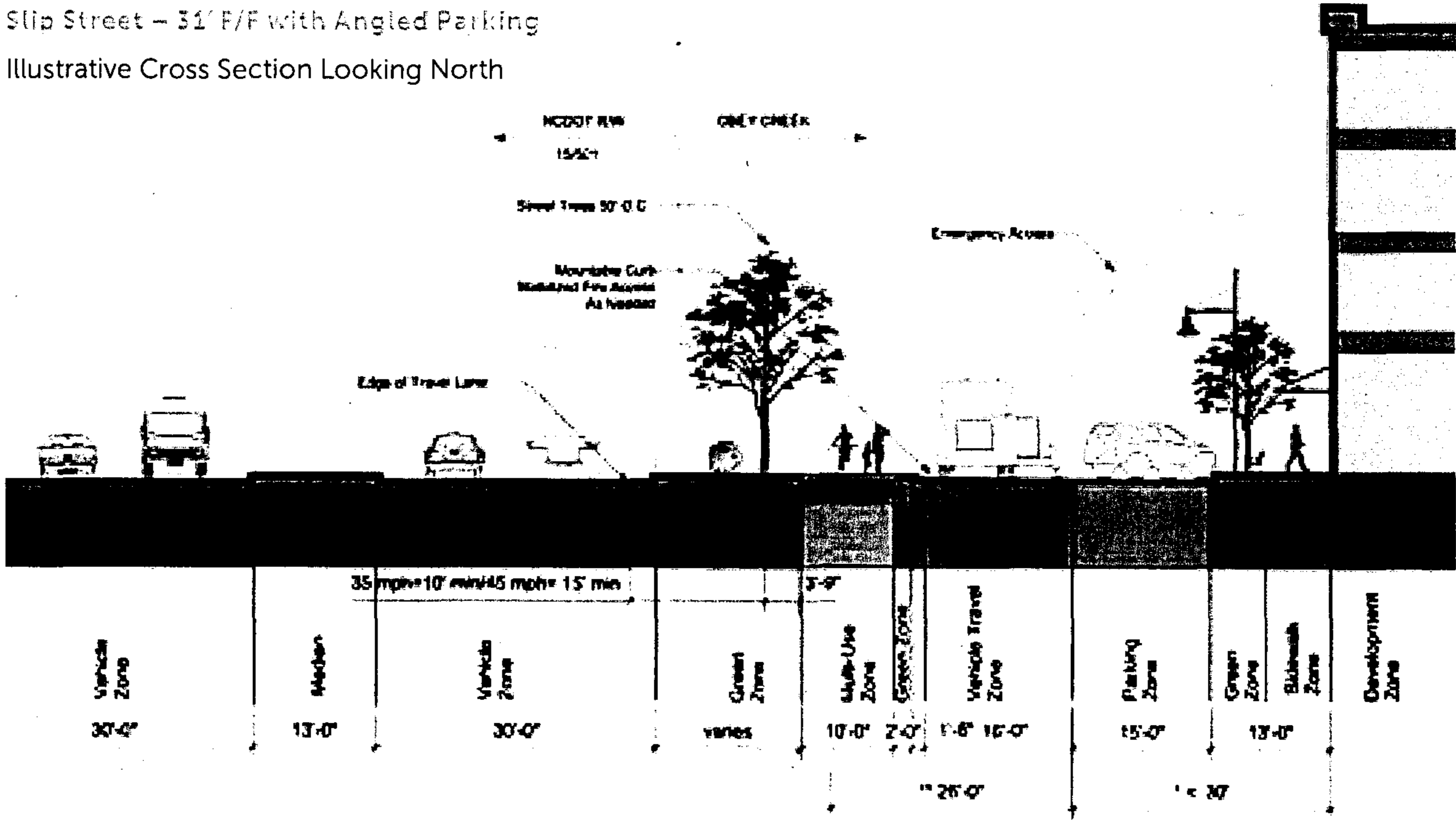


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LANDSCAPE SITE DESIGN STANDARDS

Slip Street – 31' F/F with Angled Parking  
Illustrative Cross Section Looking North



\* 30' Minimum Building Setback to Fire Lane As Required For Aerial Apparatus Access  
\*\* 26' Clear As Required For Aerial Apparatus Access



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# Landscape Standards of Specific Site Areas

## Main Street

Smaller in scale than US 15-501, the internal retail streets of Obey Creek provide the setting for the most intensive activity within the community. Sidewalk dining, benches, bike racks, amenities and utilities must all coexist in this space, creating a density that energizes the activities it is intended to serve. Building heights and setbacks play an important role in the selection of plant species and the amount of shade they contribute to the street.

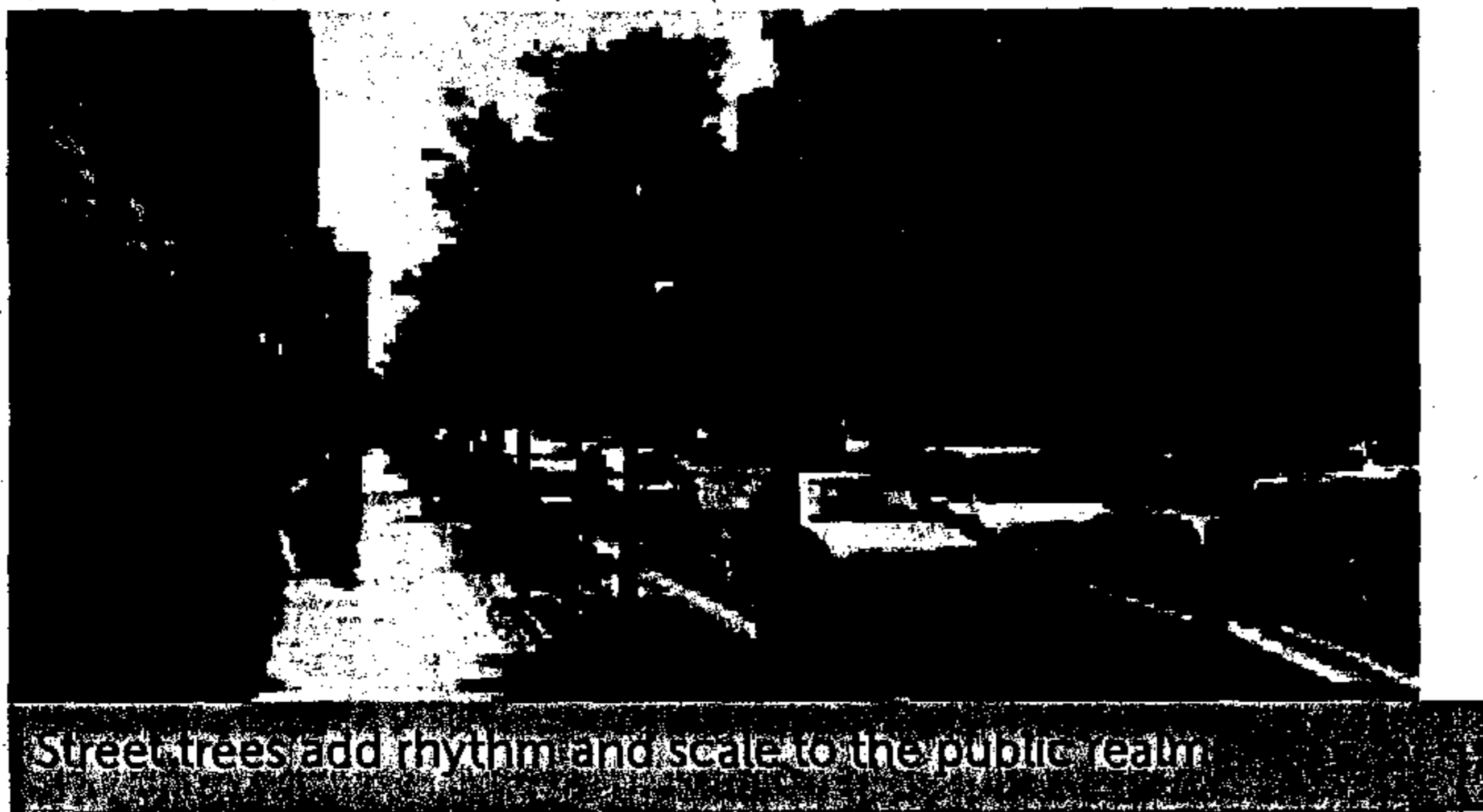
- Respond to scale of the street, adjacent buildings and planting areas in selection of species
- Consider the contribution of shade provided by adjacent buildings in designing for tree canopy
- Create rhythm through spacing and accent plantings
- Consider durability, tolerance to urban street environment and upward branching forms to minimize conflicts with sidewalk activity for species selection
- Maintain views to adjacent shop fronts and land uses
- Provide accent and screening plants as appropriate
- Adequate tree-pit/planting design necessary for long term health of street trees will include 300 CF of structural soil or free soil
- Maximum tree spacing: 60' O.C. as needed to avoid utilities (Average 50' O.C. tree spacing per block)
- Minimum tree size: 2" caliper\*/ 4" total caliper per 40 lf of street average (including both sides of street).
- \*Except 3" minimum caliper as noted for 15-501 sidepath and Highland Park



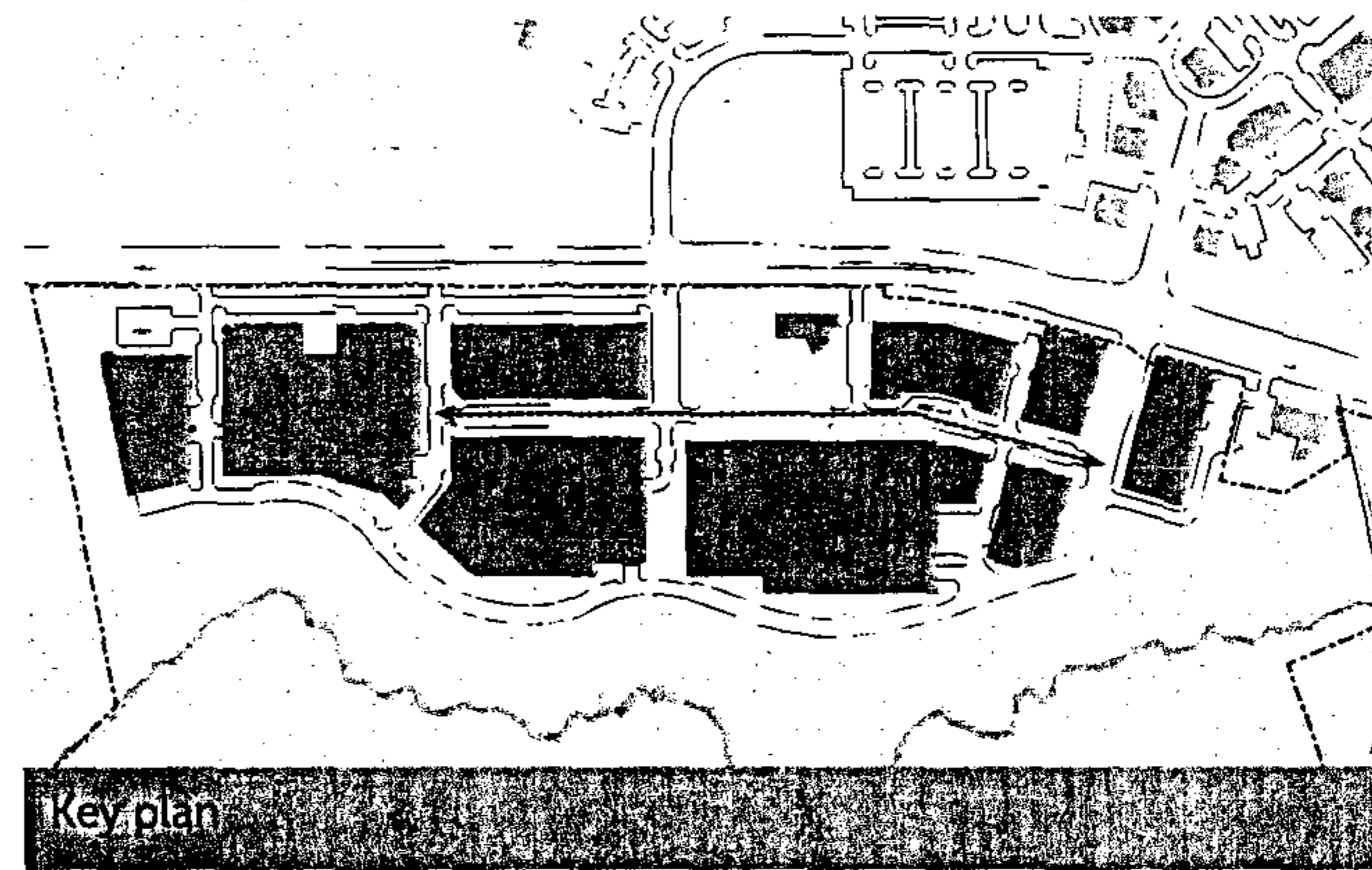
Landscape with vital corridor and complete street



Create rhythm through spacing and accent plantings



Street trees add rhythm and scale to the public realm

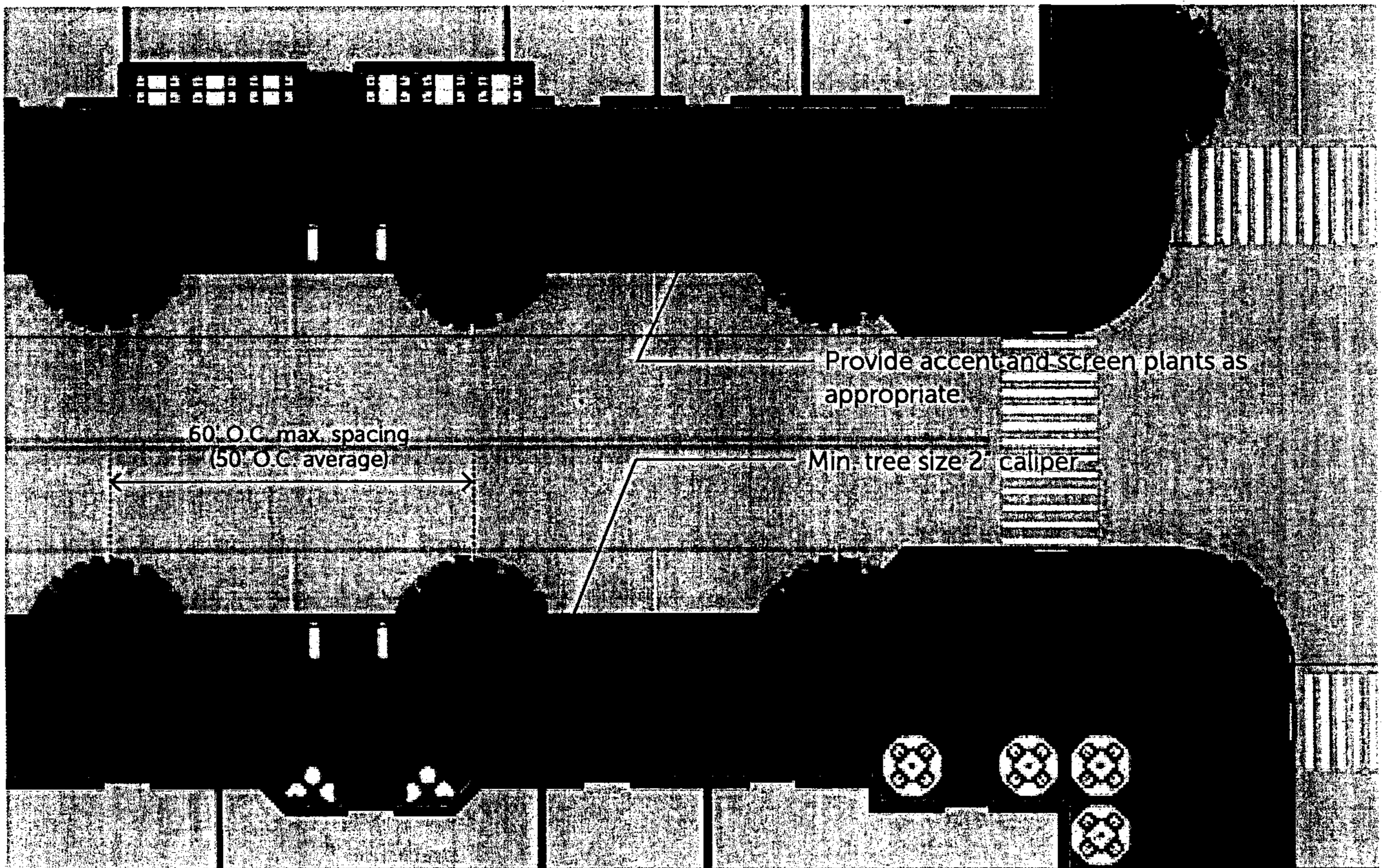


Key plan

LANDSCAPE + SITE DESIGN STANDARDS

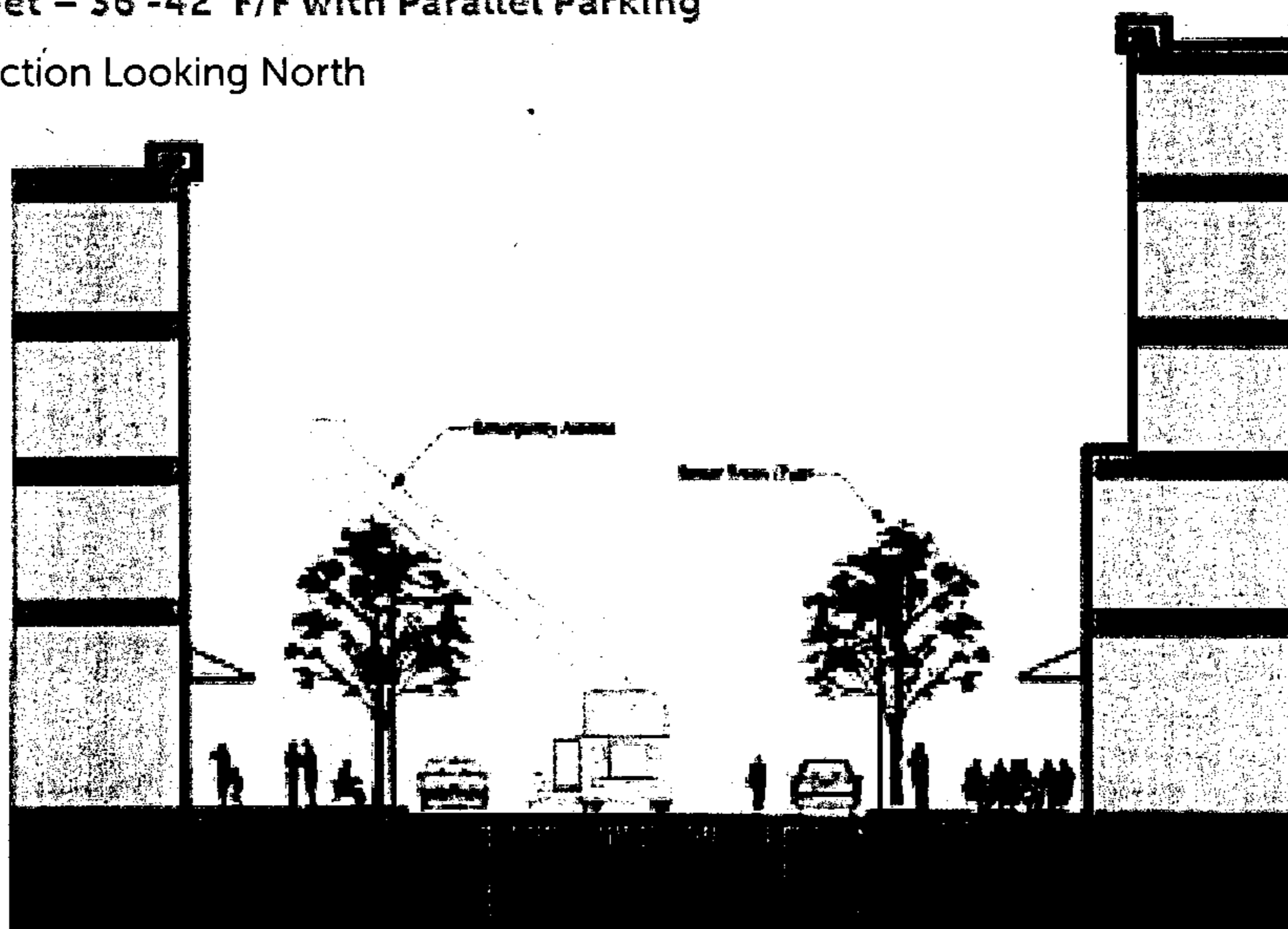


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North / South Street – 36'-42' F/F with Parallel Parking

Illustrative Cross Section Looking North



Development Zone	14'-0"	8'-0"						Development Zone
	Screening Zone	Green Zone	Parking Zone	Vehicle Travel Zone w/ Shoulder	Vehicle Travel Zone w/ Shoulder	Parking Zone	Green Zone	
	20'-0"	8'-0"		10' (12')	10' (12')	8'-0"		20'-0"
	14'-0"		20' (20')			20'-0"		

\* 30' Maximum Building Setback to Free Lane As Required For Aerial Apparatus Access  
\*\* 20' Clear As Required For Aerial Apparatus Access

LANDSCAPE + SITE DESIGN STANDARDS



# Landscape Standards of Specific Site Areas

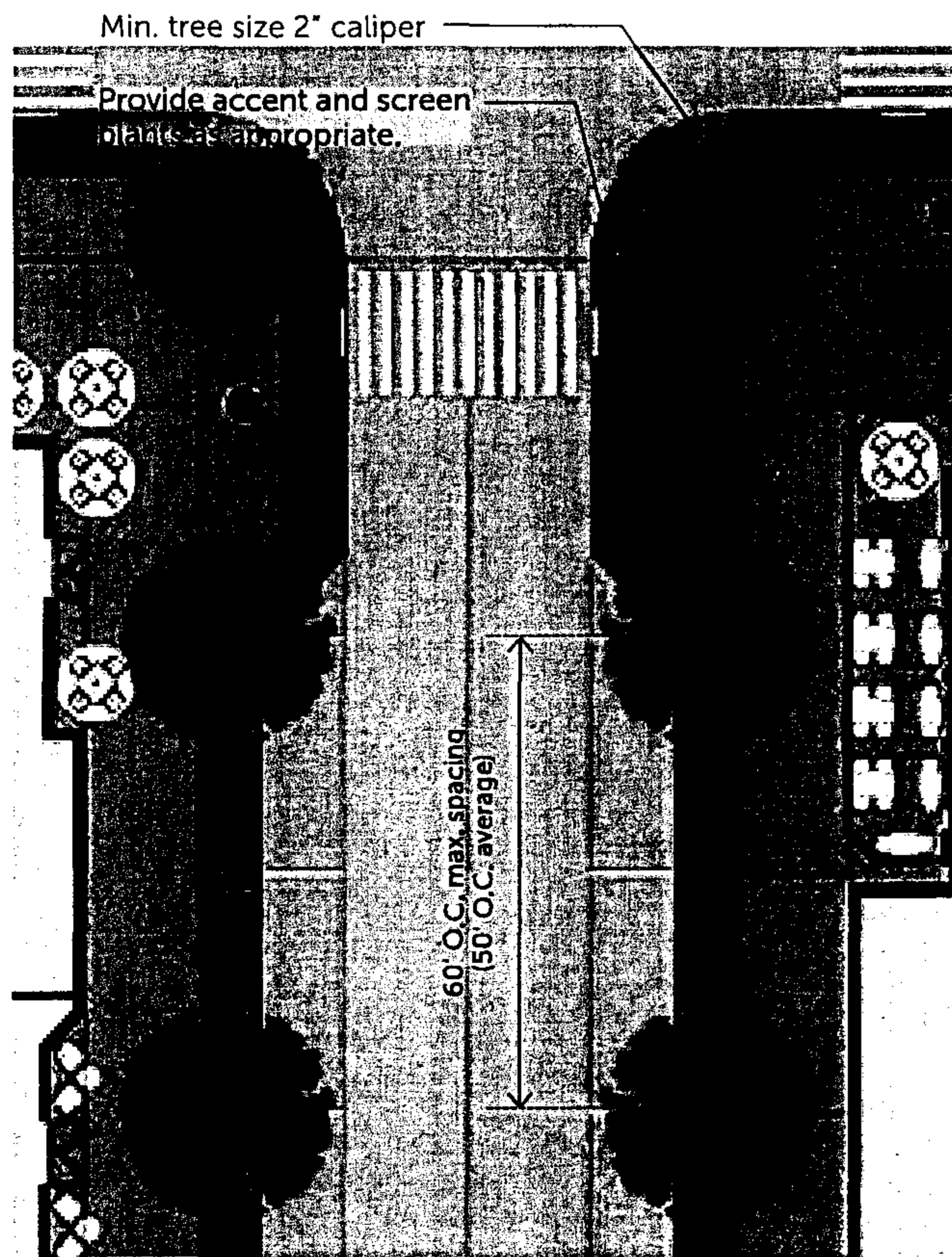
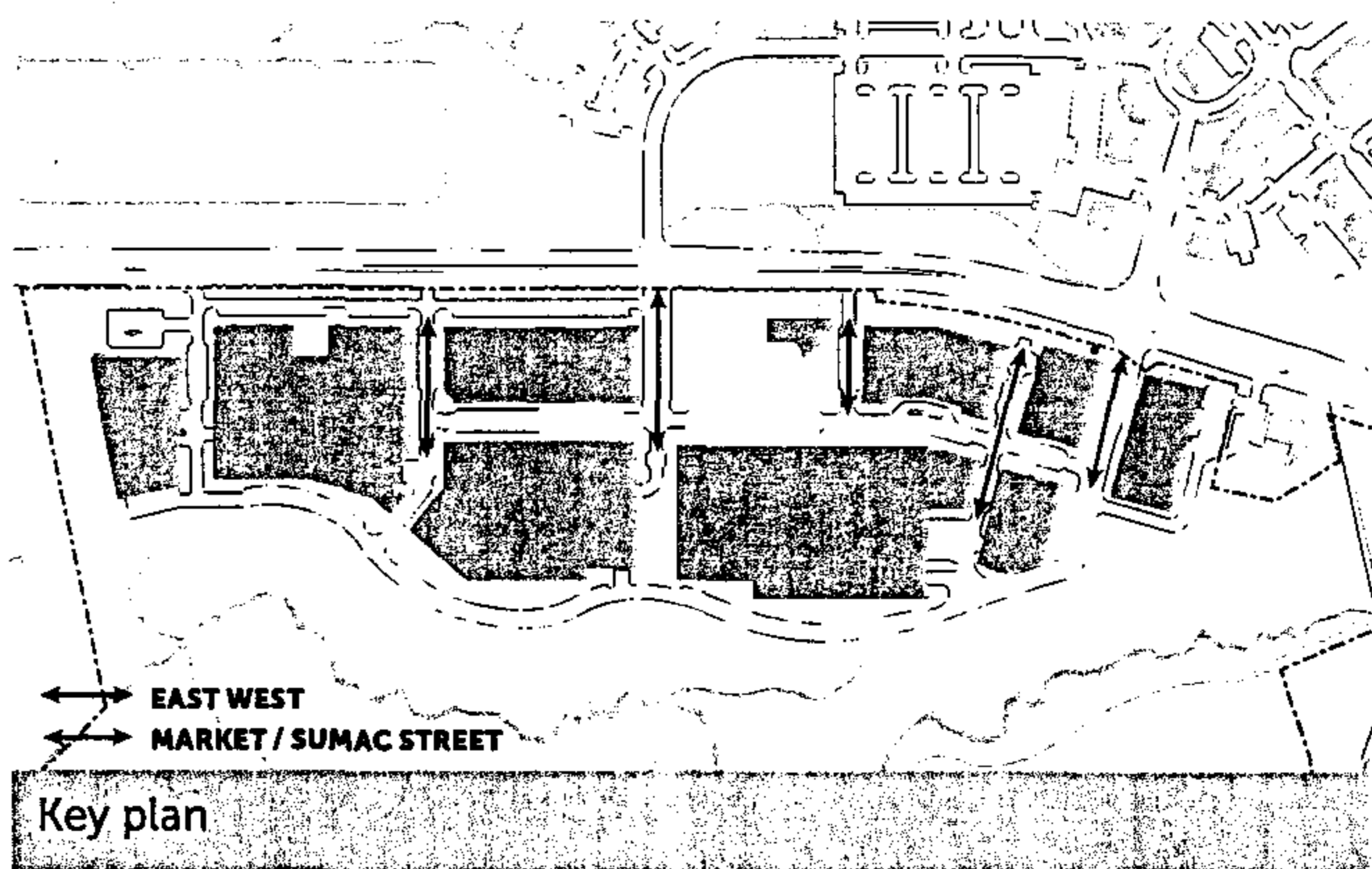
## Secondary East/West Internal Retail Street

Characterized by a lower incidence of retail uses and sidewalk dining, the Secondary Internal Streets provide important connections to Wilson Creek Lane, the linear park, Overlook Park and the Wilson Creek Preserve.

Generally oriented in an east-west direction, the microclimate will vary requiring careful plant selection and often a varied plant palette from one side of the street to the other.

- Respond to scale of the street, adjacent buildings and planting areas in selection of species
- Consider the contribution of shade provided by adjacent buildings in designing for micro-climate and tree canopy
- Create rhythm through spacing and accent plantings
- Consider durability, tolerance to urban street environment and upward branching forms to minimize conflicts with sidewalk activity for species selection

- Provide accent and screening plants as appropriate
- Adequate tree-pit/planting design necessary for long term health of street trees will include 300 CF of structural soil or free soil
- Maximum tree spacing: 60' O.C. as needed to avoid utilities (Average 50' O.C. max. spacing per block)
- Minimum tree size: 2" caliper\*/ 4" total caliper per 40 lf of street average (including both sides of street)
- \*Except 3" minimum caliper as noted for 15-501 sidepath and Highland Park

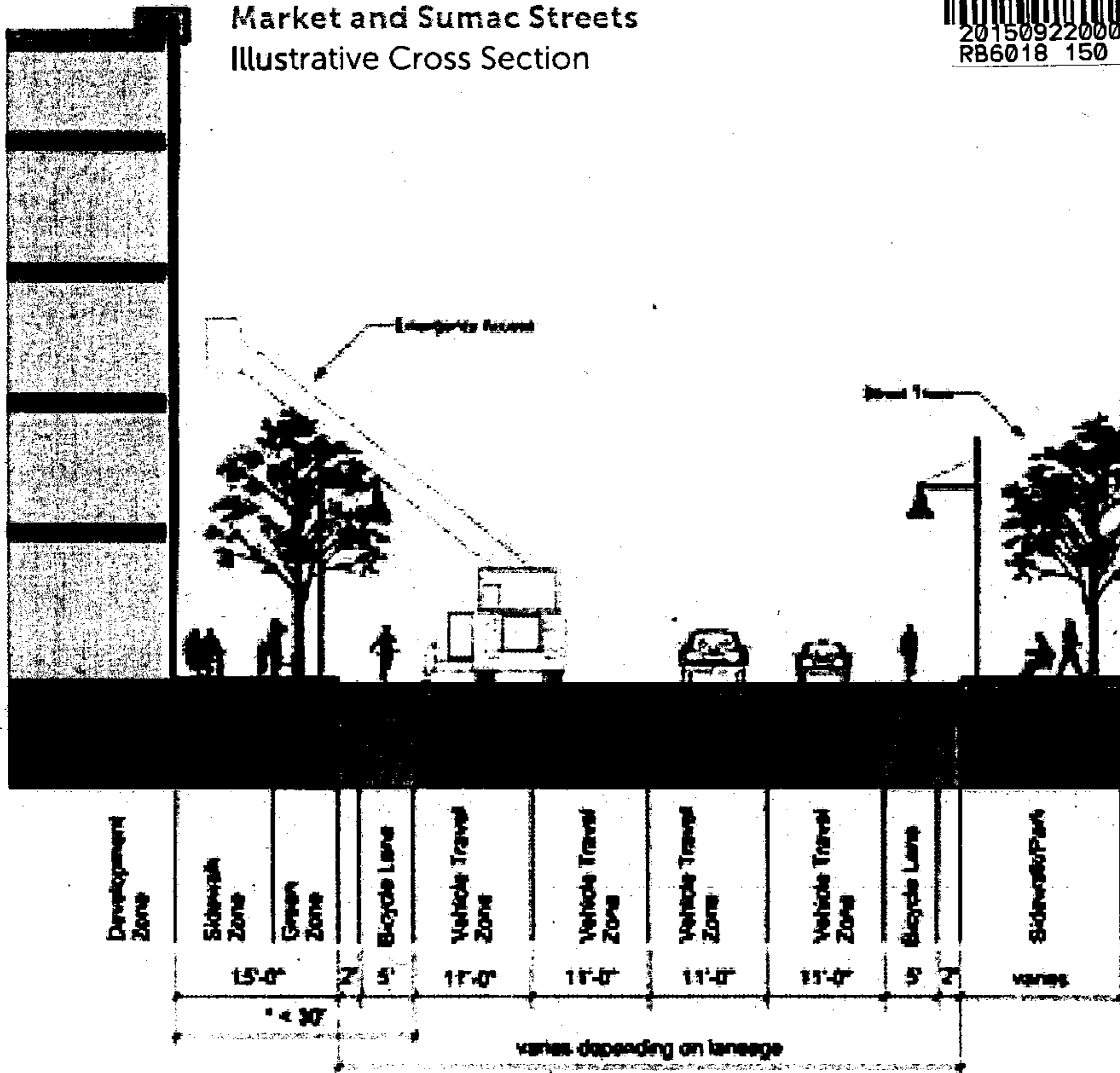


LANDSCAPE DESIGN STANDARDS

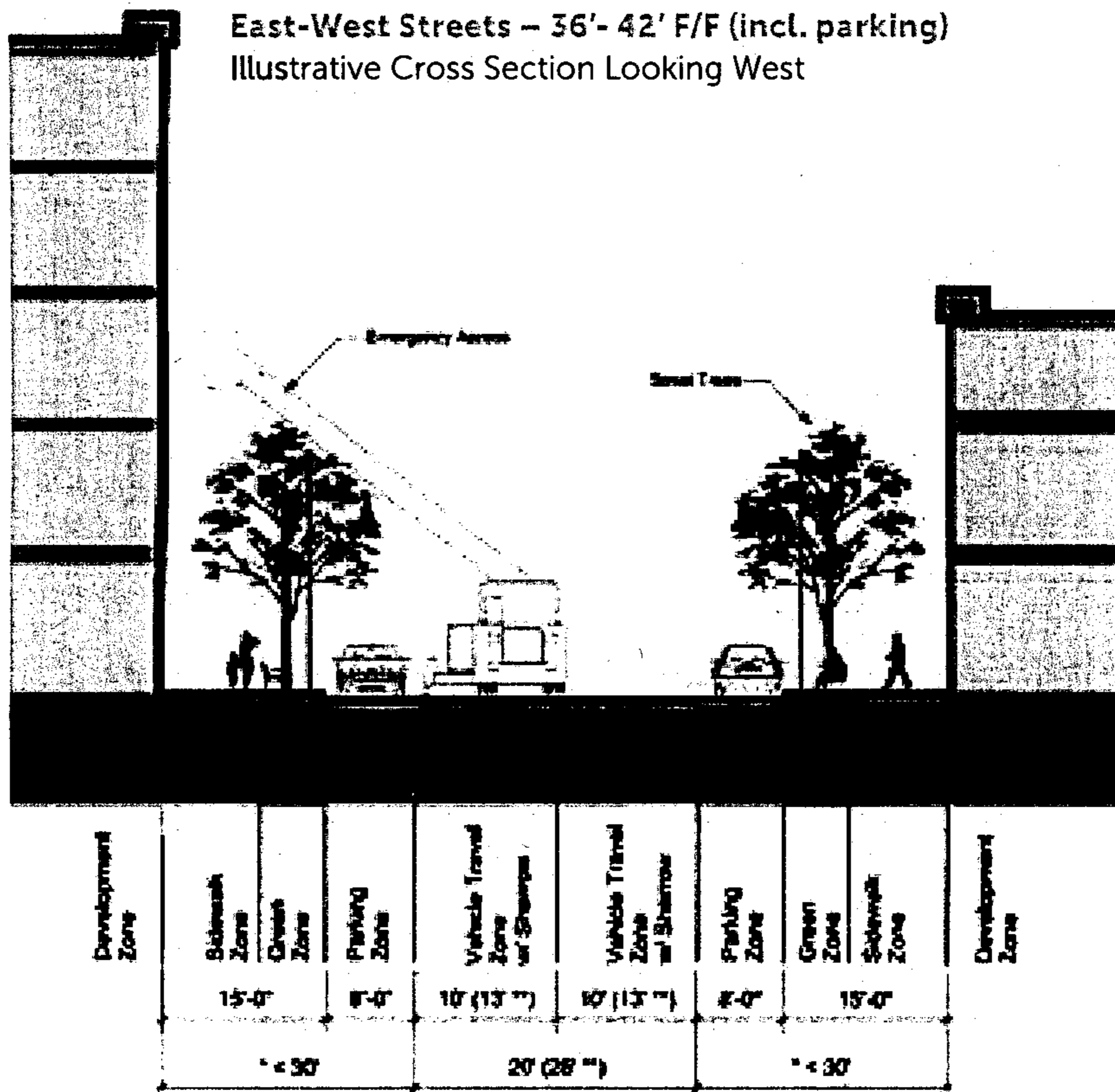


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Market and Sumac Streets  
Illustrative Cross Section



East-West Streets – 36'- 42' F/F (incl. parking)  
Illustrative Cross Section Looking West



\* 30' Maximum Building Setback to Fire Lane As Required For Aerial Apparatus Access  
\*\* 28' Clear As Required For Aerial Apparatus Access

LANDSCAPE + SITE DESIGN STANDARDS

# Landscape Standards of Specific Site Areas



## Wilson Creek Lane

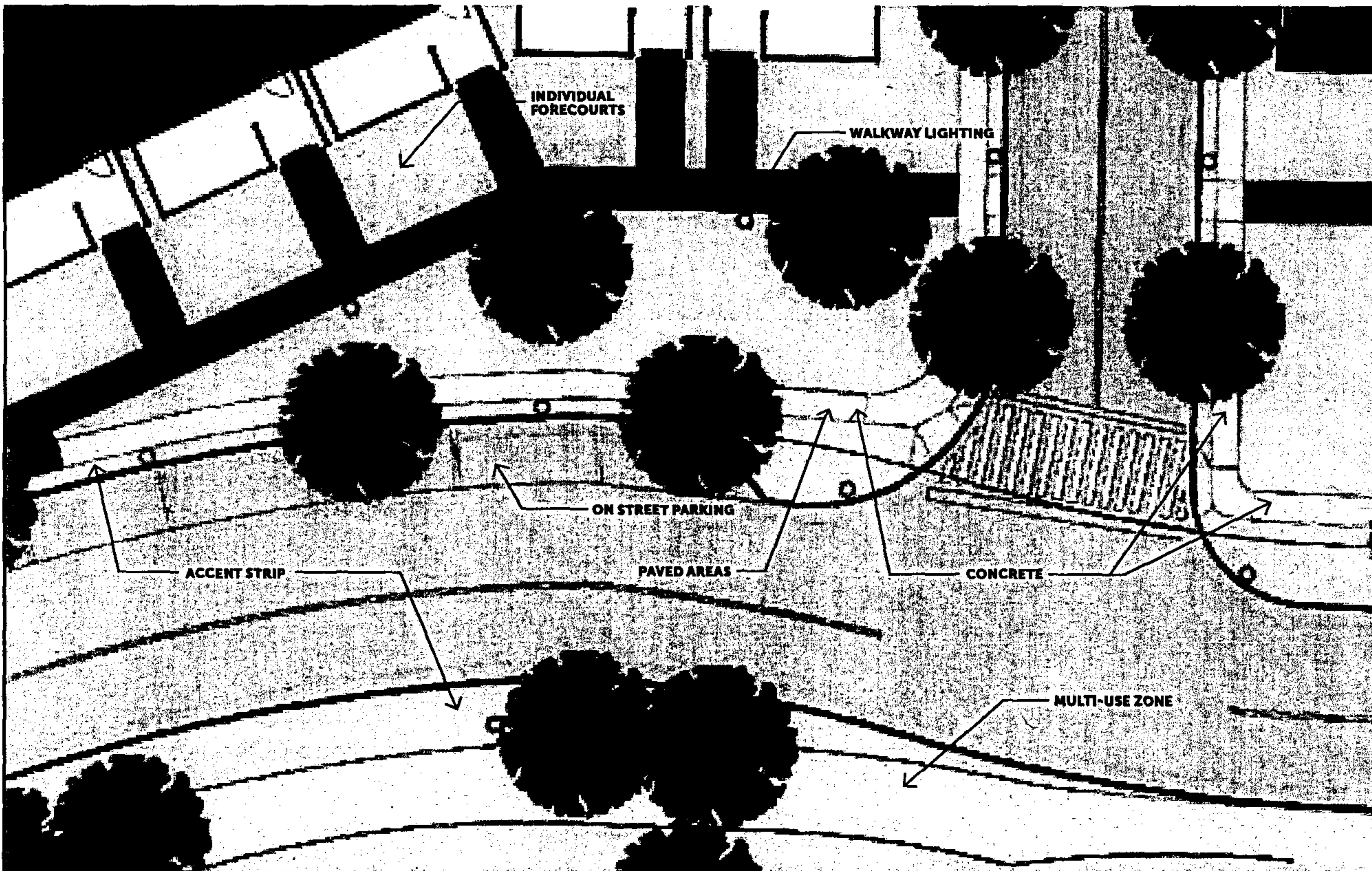
Residential townhome stoops, intimate sidewalk gardens, seating areas and shaded meandering travel ways define the character of Wilson Creek Lane. A linear park along the western boundary of the creek creates an edge to the Preserve to the east and provides opportunities for strolling and informal gathering areas.

Wilson Creek Lane and the landscape plantings that become a part of its composition will impart a distinctly slower pace from the more active retail-sidewalk spaces of Obey Creek.

- Shaded meandering lane reinforced by larger lower branching street tree species
- Border plantings reinforce the boundary between Wilson Creek Lane and the Preserve
- Informal placement of trees along the linear park will create added interest at special areas
- Forecourts to the residential townhomes will provide opportunities for a more detailed, intimate landscape

- Retaining wall plantings will include vines and cascading plants to soften the edge
- Provide accent and screening plants as appropriate
- Adequate tree-pit/planting design necessary for long term health of street trees will include 300 CF of structural soil or free soil
- Maximum tree spacing: 60' O.C. as needed to avoid utilities (Average 50' O.C. max. spacing per block)
- Minimum tree size: 2" caliper\*/ 4" total caliper per 40 lf of street average (including both sides of street)

LANDSCAPE SITE DESIGN STANDARDS

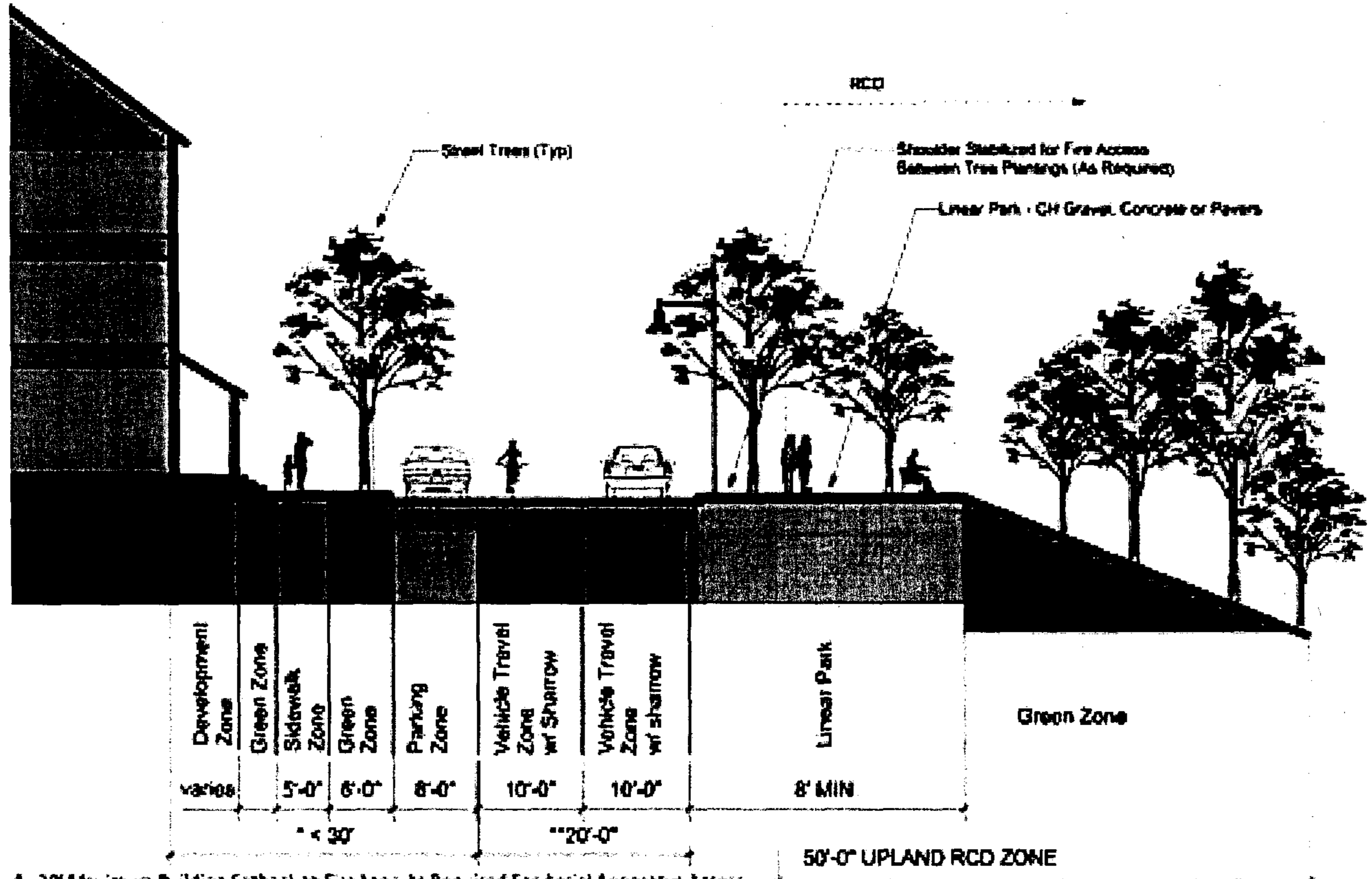




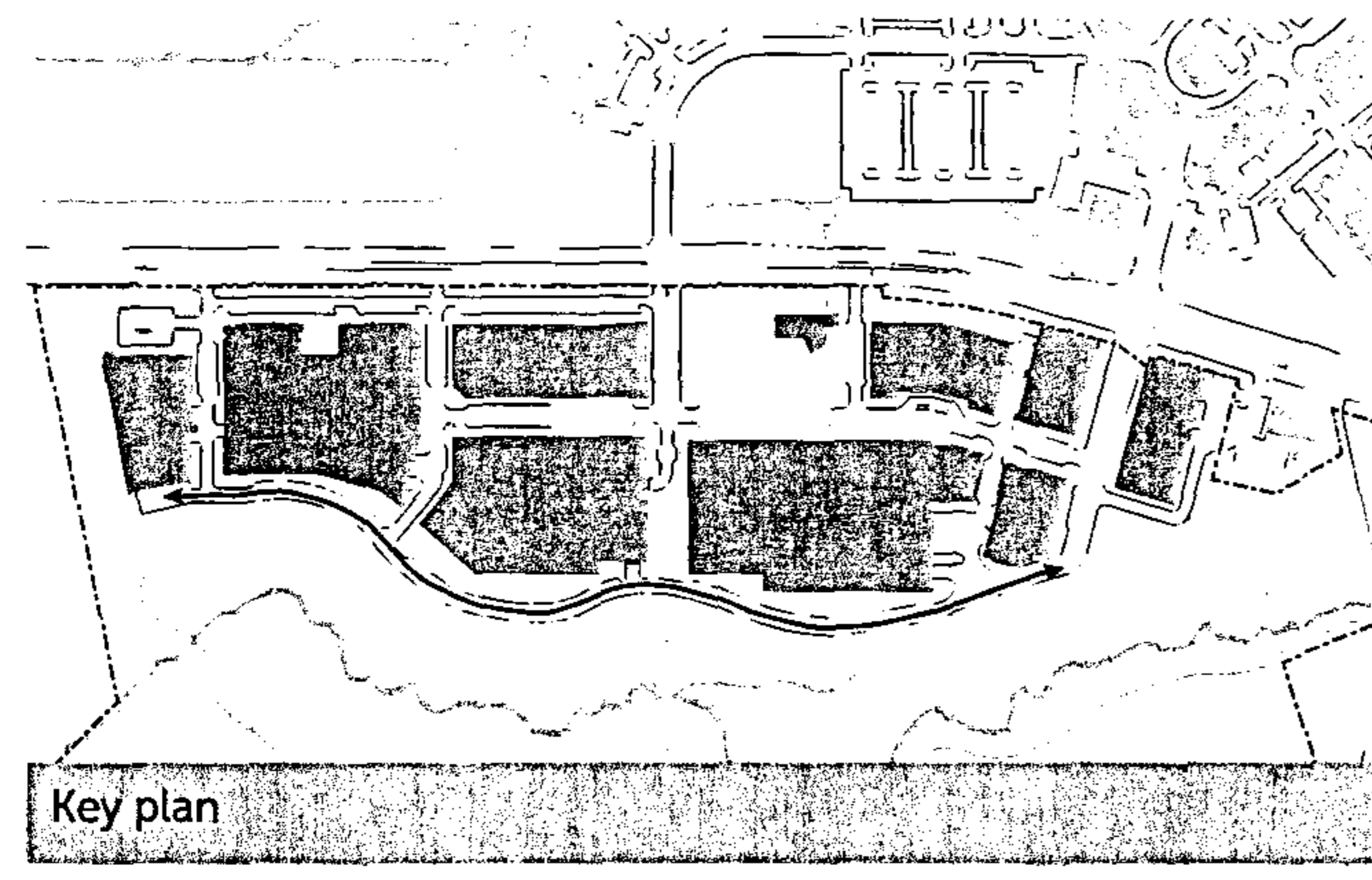
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### Wilson Creek Lane – No Wall

### Illustrative Cross Section Looking North



LANDSCAPE SITE DESIGN STANDARDS





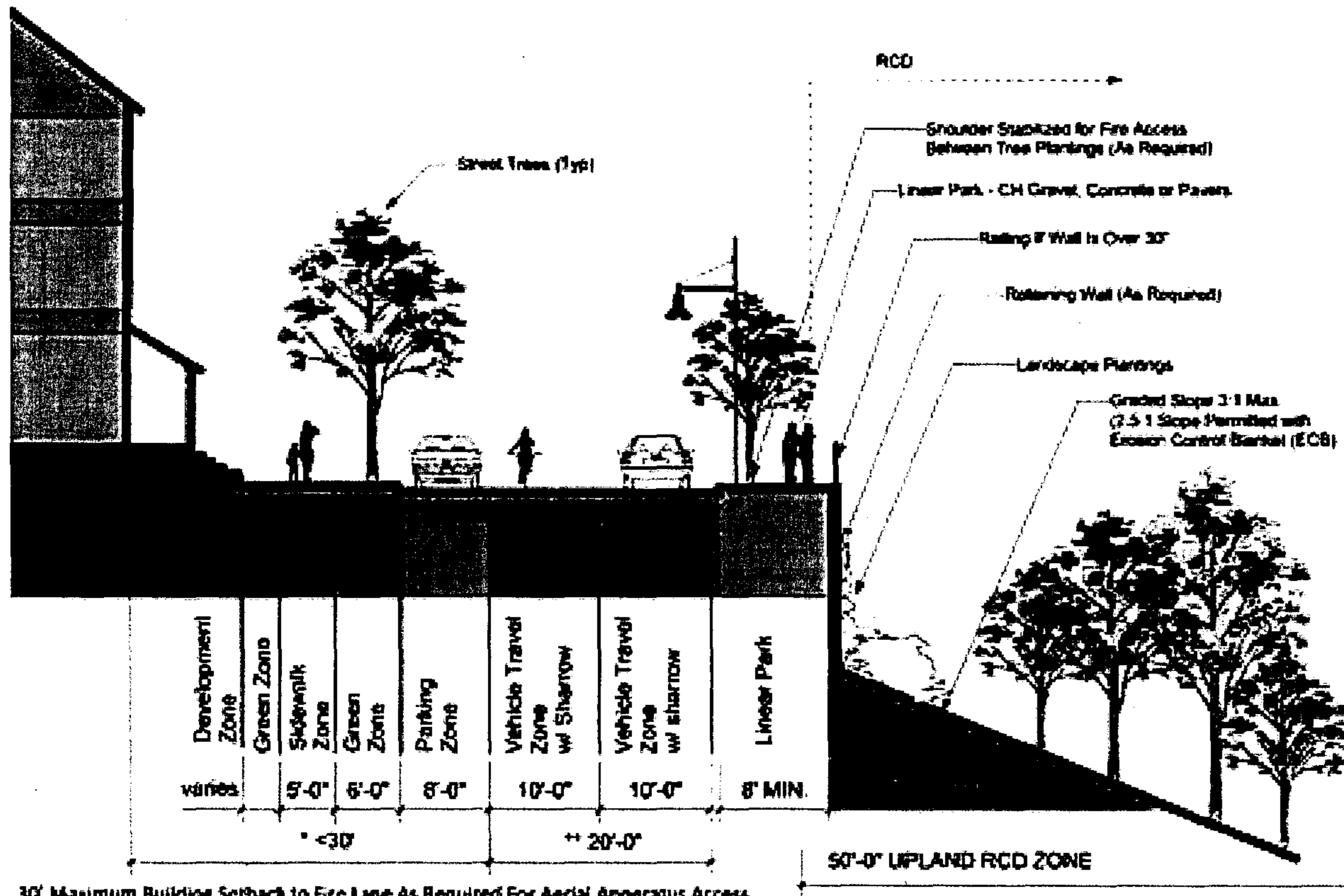


# Landscape Standards of Specific Site Areas

Wilson Creek Lane – Single Wall with Railing

Illustrative Cross Section Looking North

Landscape Architecture Design Standard



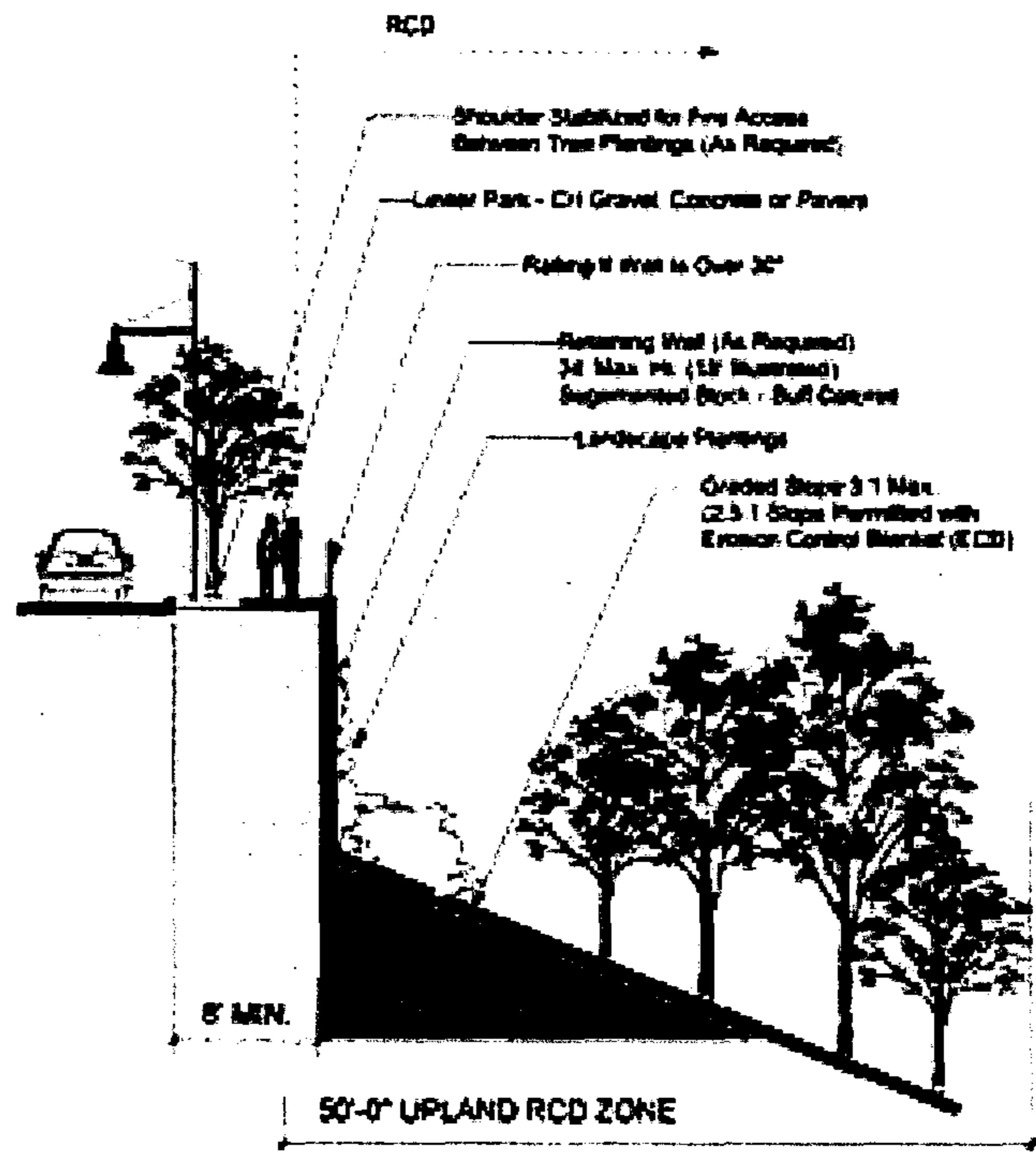
30' Maximum Building Setback to Fire Lane As Required For Aerial Apparatus Access  
 26' Clear As Required For Aerial Apparatus Access



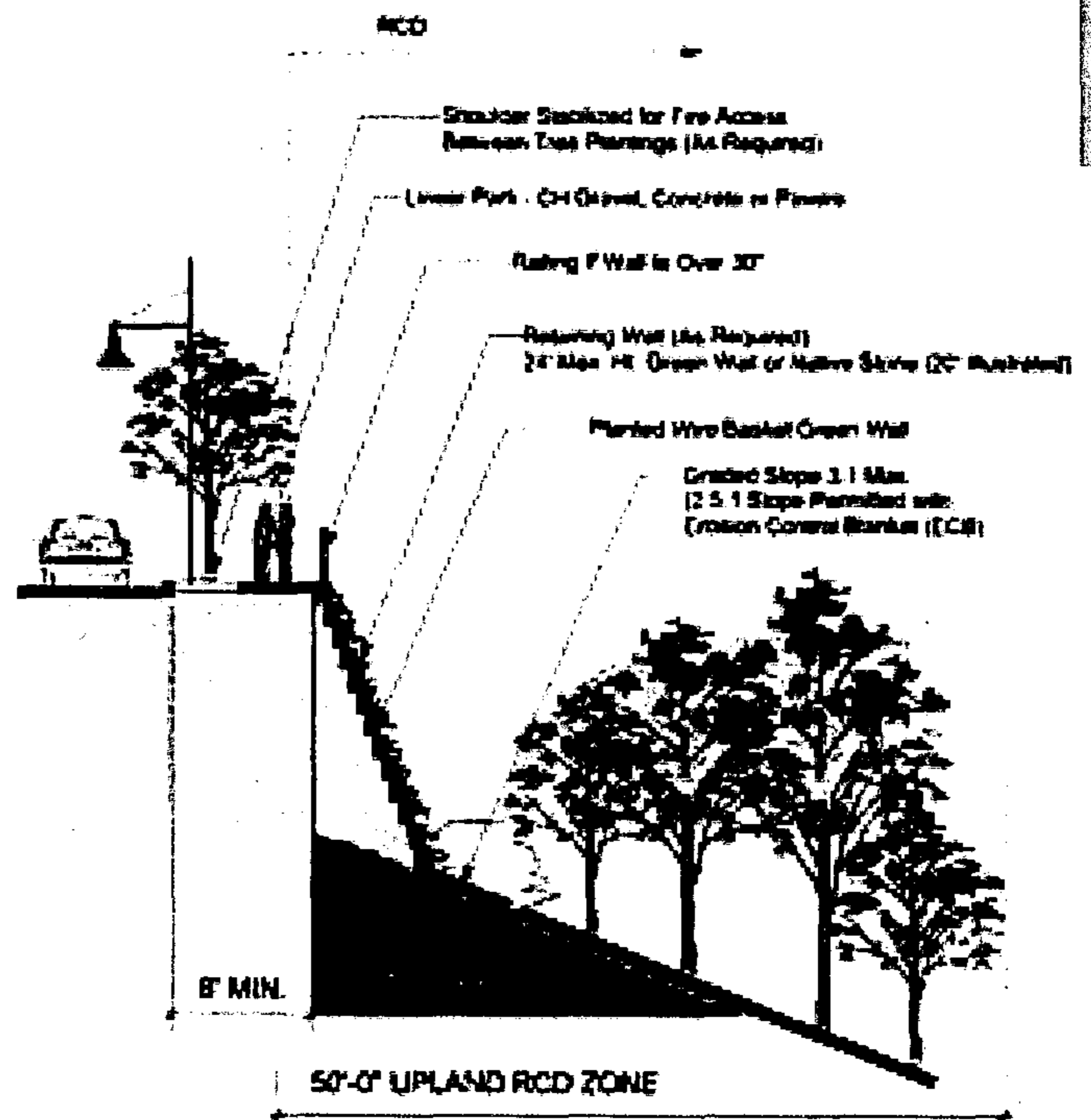
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Wilson Creek Lane – Single Wall with Railing

- The linear park along Wilson Creek Lane includes the retaining wall required to support the walkway and to transition to grade.
- Materials may include concrete segmented retaining wall (SRW-buff color), plantable SRW, wire basket green wall or native stone stabilization or gravity wall.
- The maximum SRW wall height will be 24'-0" or less and will be landscaped to help integrate it into the landscape.
- Grading will be limited to the Upland RCD Zone where recreational facilities are permitted.
- All planted slopes will be stabilized with native grass mix and landscaped with native tree groupings.
- Maximum planted slopes for areas will be 3:1 (H:V), however 2.5:1 slopes may be used where Erosion Control Blankets (ECB's) are provided. 1.5:1 slopes may be used in isolated areas where native stone and geotextile fabric is engineered for stabilization.



Segmented Retaining Wall



Planted Wire Basket Green Wall

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# Sidewalks and Paving

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## Intent

The paving throughout the village shall consist of a combination of brick, stone pavers, precast units, and some plain and enhanced concrete. Specialty accent paving shall highlight distinct areas and entities.

Paving Type One links the outer pedestrian paths along Wilson Creek lane with the pedestrian multi-use path along US 15-501.

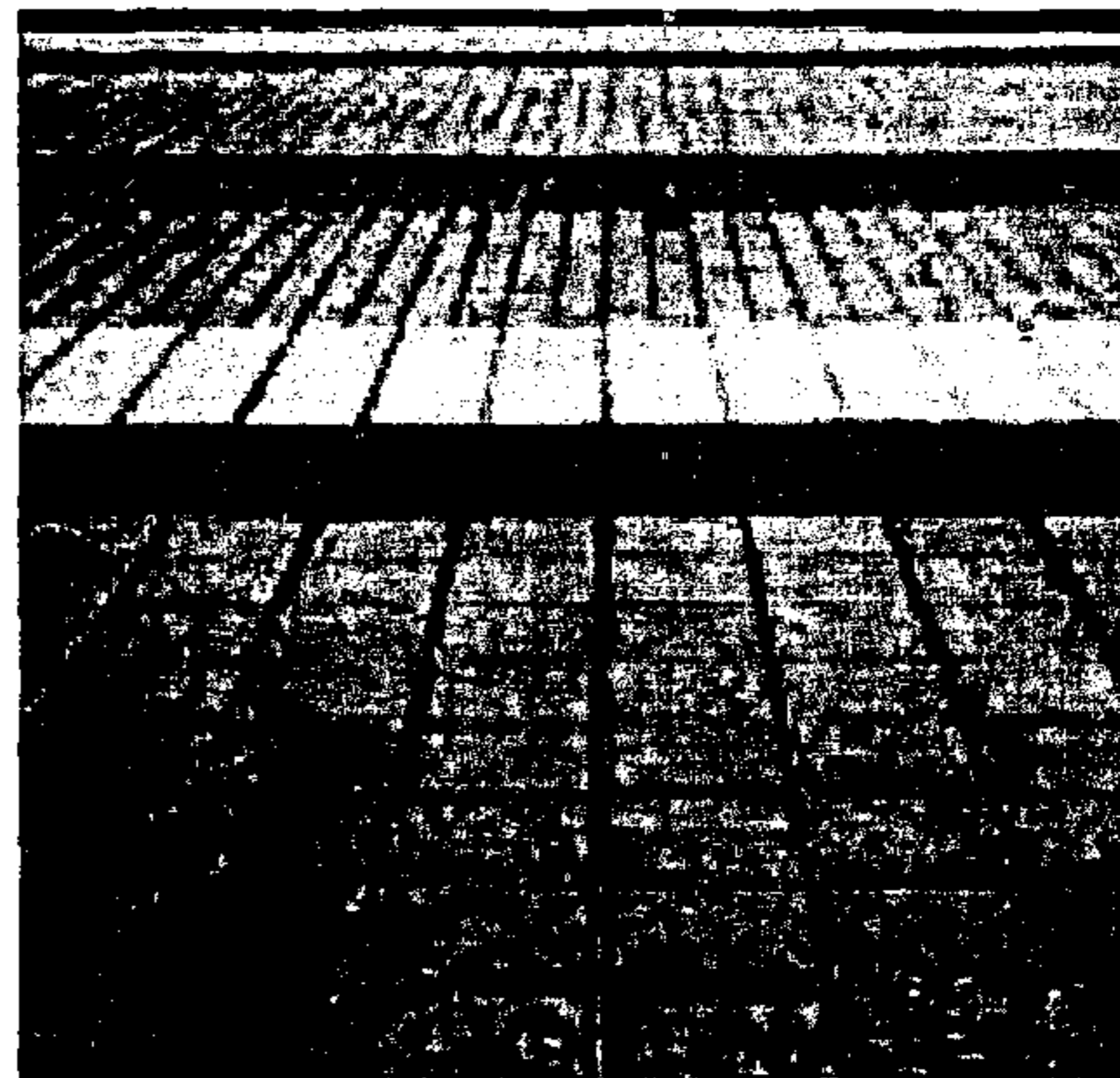
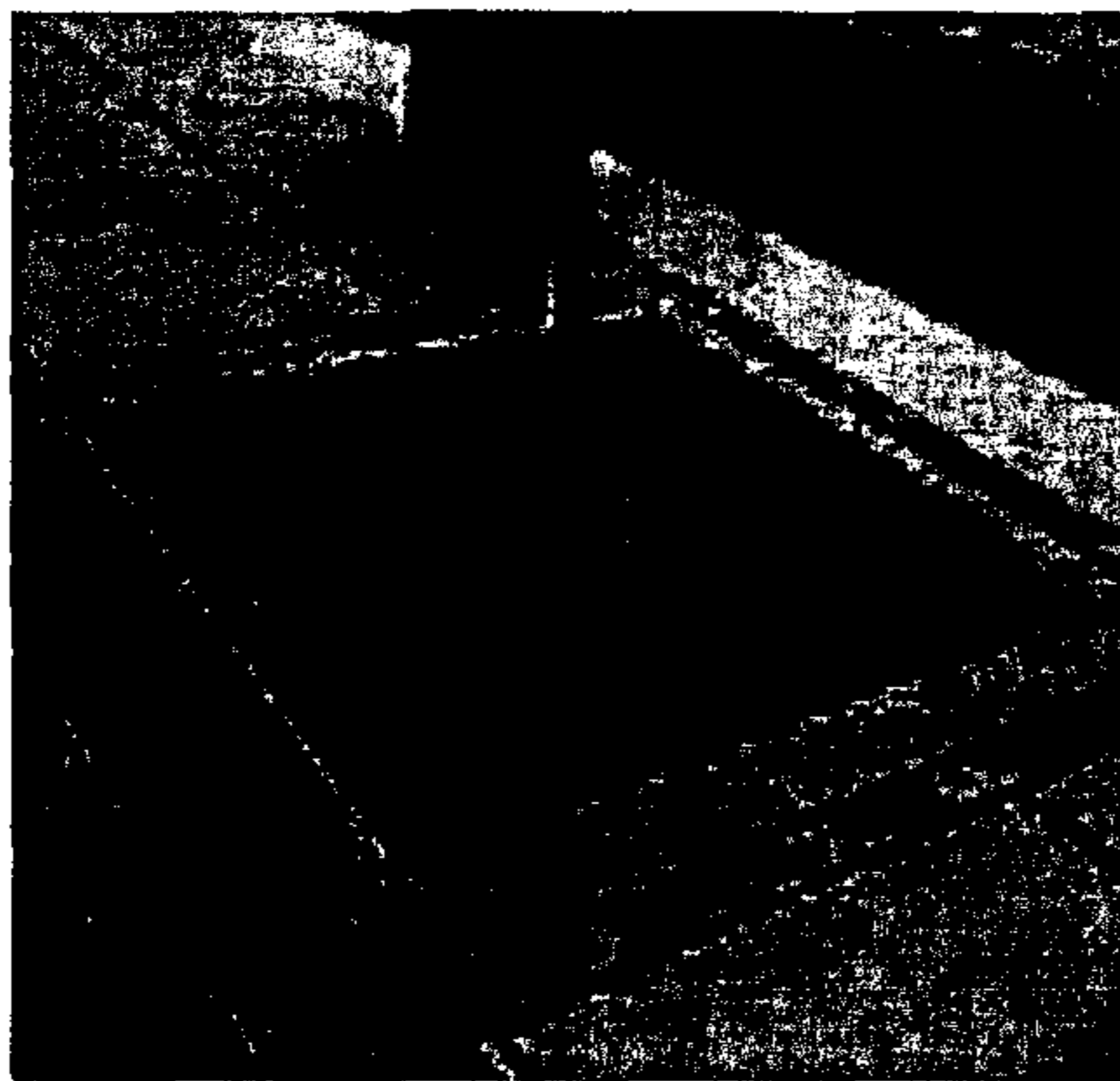
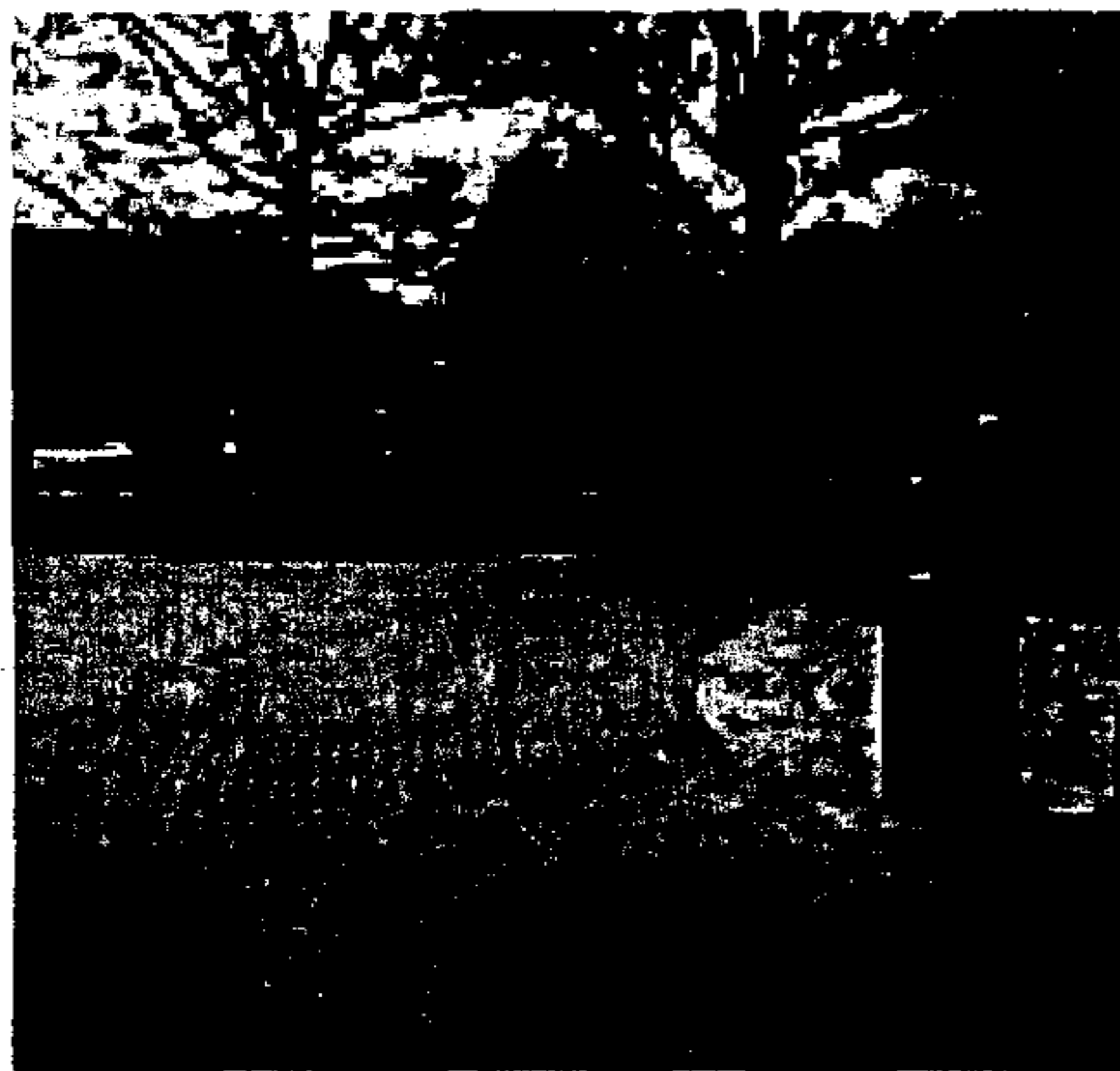
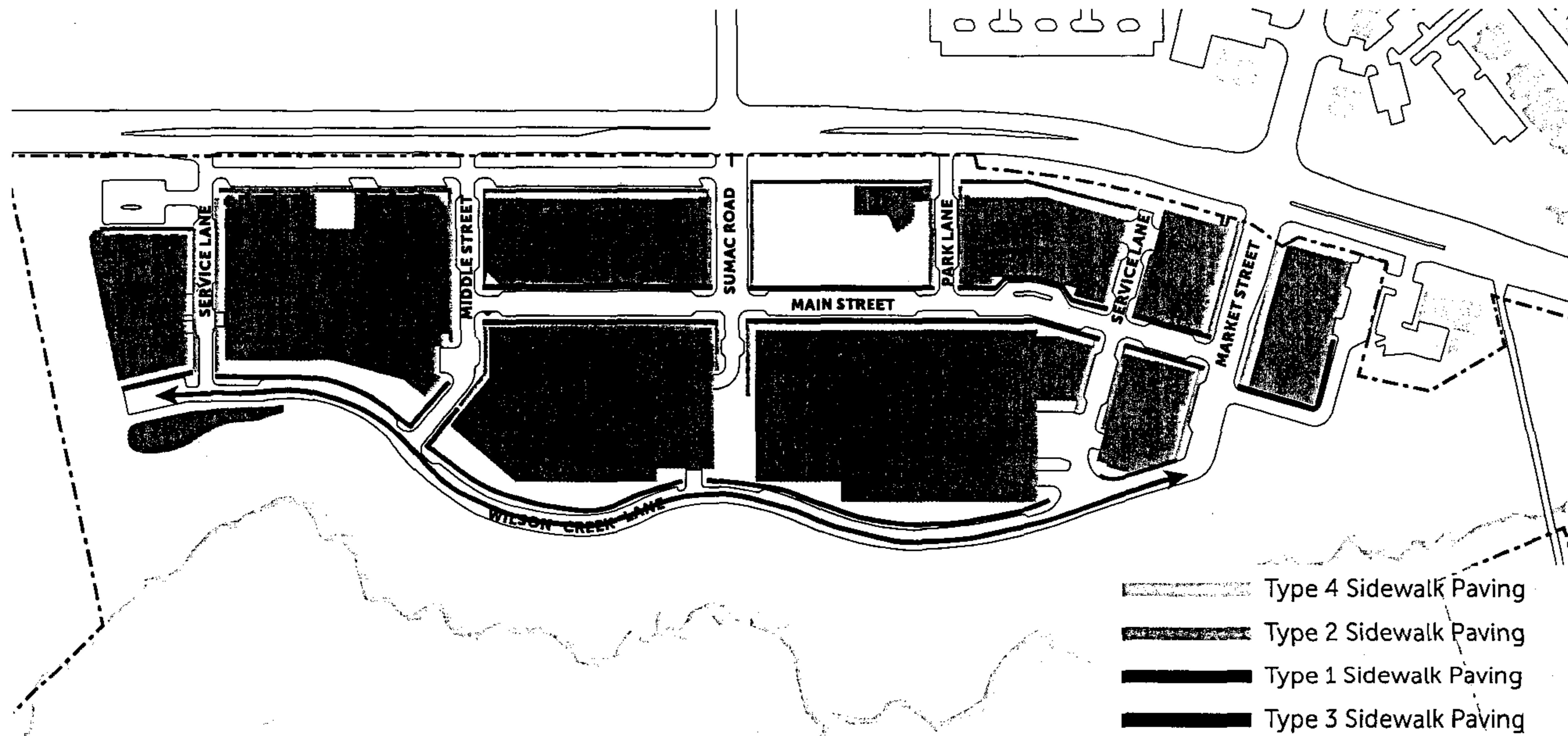
Paving Type Two is located at the secondary pedestrian walkways on both sides of Middle, Service, Sumac, Park Lane, Market and all East West Streets.

Paving Type Three will be used on both sides for the entire length of Main Street.



Variety in sidewalk materials and patterns creates scale and interest

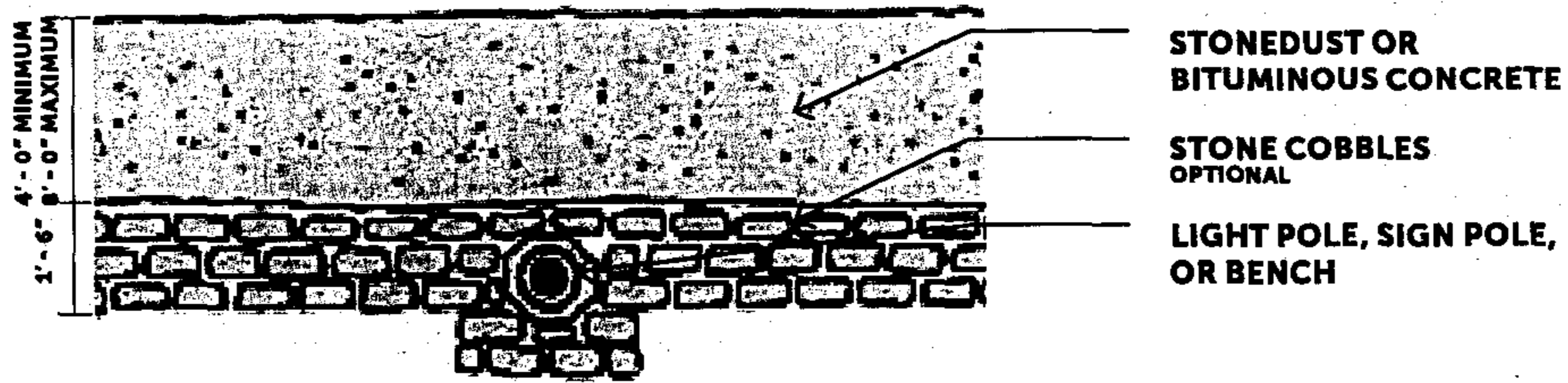
LANDSCAPE SITE DESIGN STANDARDS



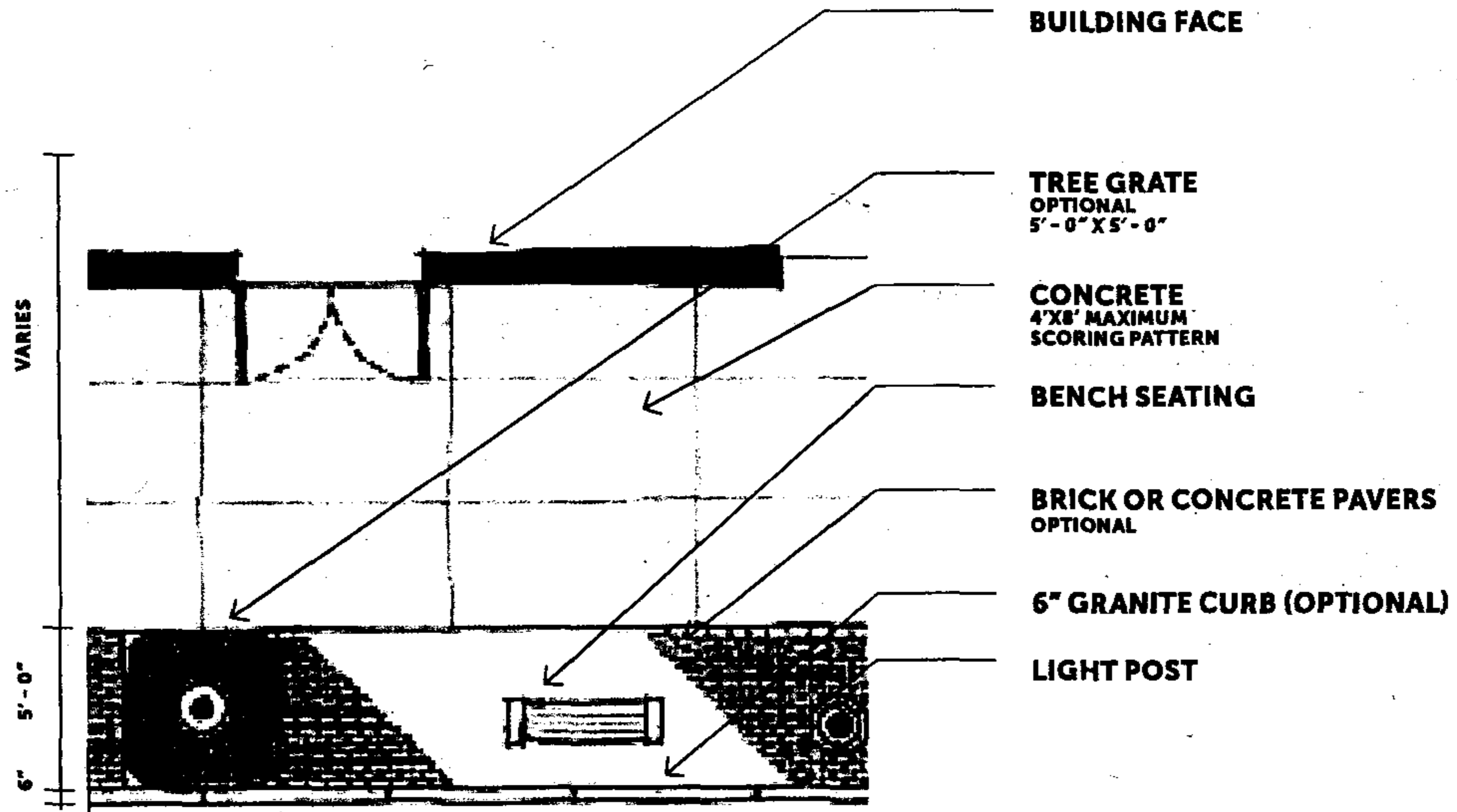


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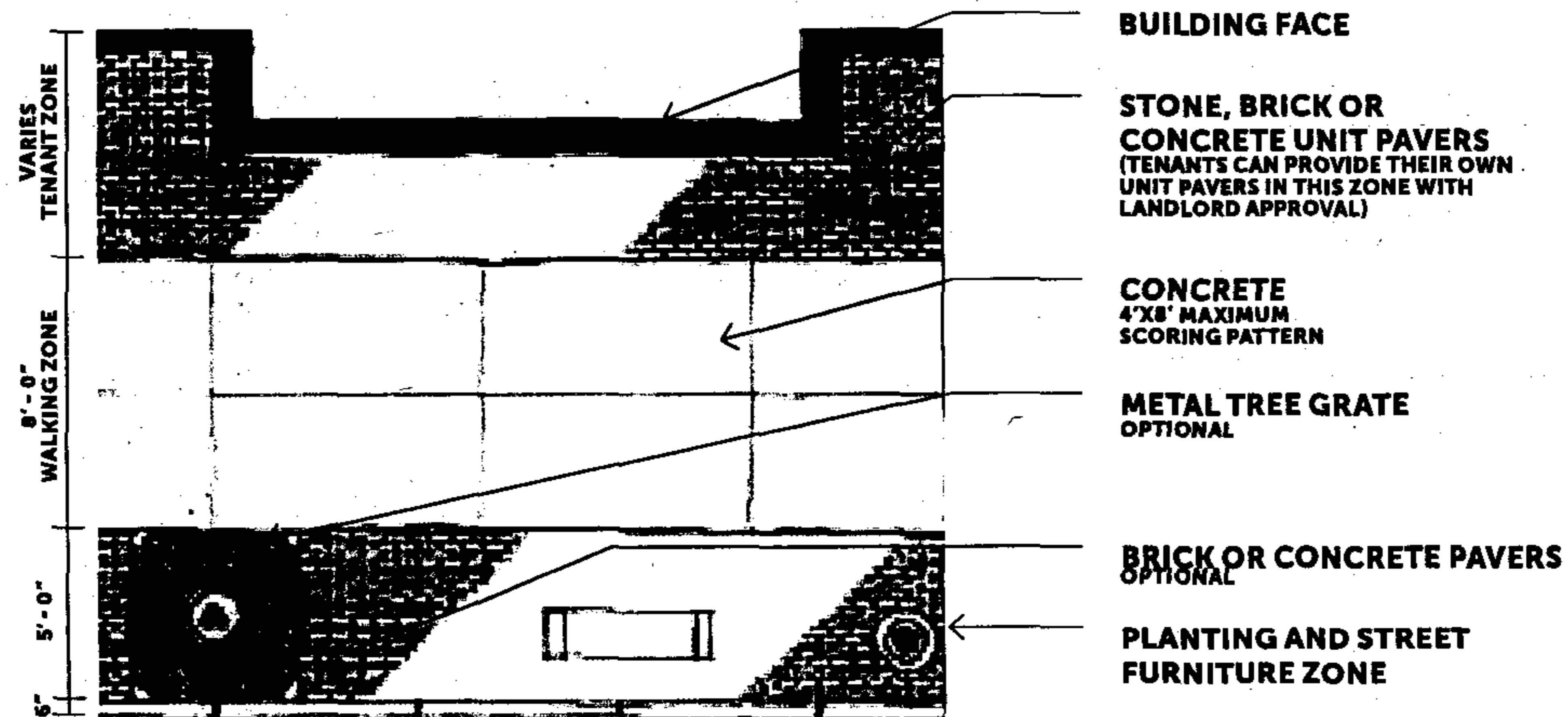
### Type 1 Paving



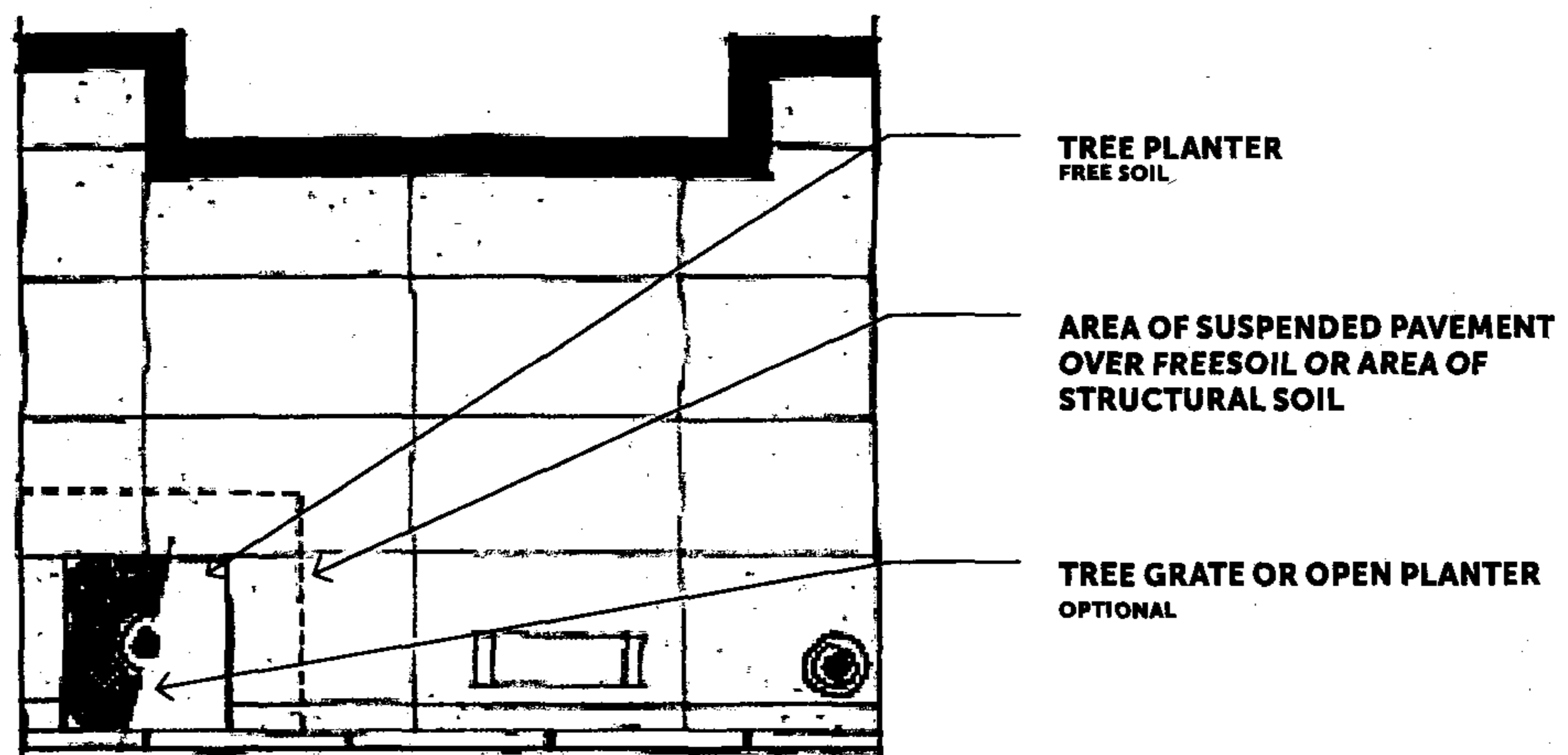
### Type 2 Paving



### Type 3 Paving



### Type 4 Paving



LANDSCAPE + SITE DESIGN STANDARDS

# Lighting



## Intent

**Identity:** Light defines the image of the Village at night, and will create a distinct community and identity through the illumination of streets, parks, landscapes, building exteriors and signage.

**Cohesion:** Light will unite the various districts and residential components by creating unique light qualities that define the various activity areas.

**Architecture:** Light will enhance and feature the distinct architectural components within each street, park, and plaza to create landmarks.

**Wayfinding:** Light will define the entrance to the Village, major streets, intersections, retail, residential, and pedestrian pathways.

**Durability:** Light fixtures will be attractive and durable to create a sense of quality, dignity and integrity to the village.

**Efficiency:** Light will be generated by efficient light sources to save energy and minimize operating costs.

**Environment:** Light will be generated from environmentally friendly solutions which limit light pollution or the disposal of harmful waste products.

**Security:** Light will create a sense of safety and security throughout the village with clear identification of circulation, gathering spaces, and parking facilities.

**Visibility:** The Village of Obey Creek should be prominently illuminated at night to attract and welcome the public. Designed from the user's perspective, high quality lighting will achieve appropriate light levels to reinforce a positive impression of the Village.

**Celebration:** Highland Park and the pedestrian passage to Overlook Park should become the focus of the community. Freestanding and building mounted lights will heighten the attraction and safety of these important civic spaces.

**Domestic:** The light intensity, character, and quality should express the residential nature of the community. Light within streets, parks, residential areas, and neighborhoods should be comfortable and reinforce the specific character of the village.

**NCDOT Standards:** NCDOT standards for light trespass will apply to all frontage boundaries along 15-501 in lieu of LUMO standards.

## Design Concept

**Major Site Access Circulation:** Establish the sense of arrival to the Village with a distinct design character. Lighting will include canopy tree uplights in the slip road and power for seasonal lights in trees along pedestrian walkways. All intersections will use double head poles for both pedestrian and traffic with the exception that poles immediately adjacent to residential buildings will be single headed.

**Main Streets:** Color and intensity of the lighting fixtures used along Main street areas should define the community and continue the use of contemporary style streetscape poles with the option to hold seasonal color baskets and identity banners. All intersections will use double head poles for both pedestrian and vehicular traffic. Retail and residential areas will continuously use contemporary double and single head poles with the banner option.

**Highland Park:** Light quality and design will reinforce the architectural character and pedestrian experience within the park. Light fixtures, color and intensity should define the park for public entertainment activities and support the project's opportunity to host public events. Lights for special events may be provided at the four corners with a 30 degree mask which will hold seasonal and performing light.



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**Pedestrian Passage:** Lighting will define the public passageways and create light patterns at night through a palette of decorative fixtures, concealed sources, and cable lights with hung pendants.

**Office + Hotel:** The identity of these areas is supported with double and single head contemporary poles.

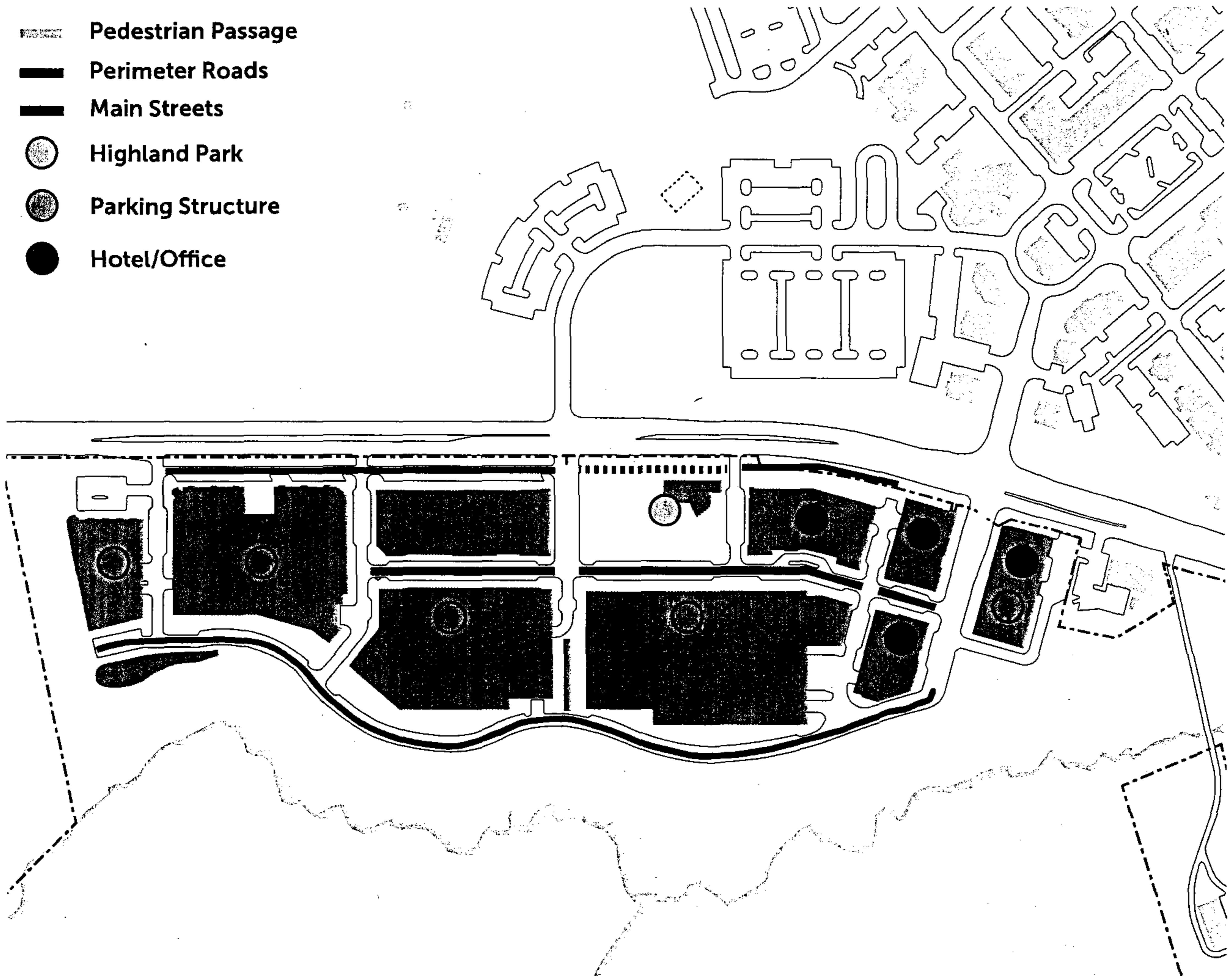
**Park Pedestrian Path:** Provide minimum light levels along pedestrian pathways to enhance 24 hour environment for community activities within the mixed-use urban development.

**Parking Structure:** Use indirect pendants at open areas around the structure perimeter and surface mounted fixtures within the interior areas.

**On Street Parking:** Provide minimum light levels for on street parking to create a safe parking environment.

**Residential Street:** Provide minimum IES recommended light levels along Wilson Creek Lane.

-  Pedestrian Passage
-  Perimeter Roads
-  Main Streets
-  Highland Park
-  Parking Structure
-  Hotel/Office





**BANDIDO**  
**MEXICAN COFFEE**



**Sutton**  
 CIRCLE HILL, N.Y.  
 EST. 1923



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# section 6: signage design standards





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# signage design standards

The objective of the Signage Design Criteria guidelines is to provide standards and specifications that assure consistent quality, size, variety, and placement of signage throughout the project.

Signage and graphics will be a key design element within The Village at Obey Creek. Signage will clarify vehicular and pedestrian circulation patterns and provide a sense of identity for the project. The sign program includes a rich variety of sign types to enhance the vibrancy of the mixed-use environment, while its scale and location prioritizes pedestrian traffic and fosters a strong sense of comfort and safety within the Village.

Signage types detailed in this section are organized by use, location and function. They include:

- Project Identity Signage
- Building Identity Signage
- Open Space, Parks and Plaza Signage
- Multi-modal Transport Signage (D.O.T.)
- Tenant Identity Signage

The designs of project signage will continue to be refined as the project unfolds. The locations, final heights and number of signs documented within these design standards are subject to change to reflect the final project scope and design.

# Signage/Graphic Standards



## Role of the Sign Program

The purpose of the Sign Program is to establish a coordinated information system that conveys a consistent standard of quality and comfort for the residents, tenants, and visitors of the Village at Obey Creek. Graphics and signage will complement the architecture and streetscape as part of its distinctive sense of place. This document establishes a continuous design character and sets parameters for all exterior sign types.

Beyond sustaining the quality and authenticity of Obey Creek, the sign program facilitates safe circulation throughout the site. A variety of project signage activates the sight lines along 15-501. Additional project signs are layered throughout the project. Materials and forms are derived from an urban tradition, and emphasize durability. This attention to longevity and quality defines the Village at Obey Creek as a sustainable place that is invested in long-term growth.

Graphics and signage help to build the experience of the Village. Going well beyond functional identification and directional requirements, choices of color, shape, ornamental motif, materials, scale, type, and orientation create a unified sense of place. Specialty identity items such as paving patterns, handrails, banners, sculpture, fountains, and public art add to the sense of quality and excitement within the project. These elements combine with architecture and landscape to express the personality of the project.

## Project Wide Standards

In addition to the goals mentioned above, all signage and graphics must meet the following design standards:

- Maintain the quality of the Village at Obey Creek and its environment
- Compatible with architecture
- Compatible with urban levels of density
- Compatible with project location
- Visible according to the needs of their function through contrast and the use of type sizes that meet ADA requirements
- Durable in construction and materials
- Compatible with their use type
- Sensitive to neighboring uses as part of a mixed use environment
- Tasteful illumination using ambient or concealed internal light sources
- Animated, rotating, or other moving or apparently moving signs are prohibited.

These standards are described in more detail within the following chapter by function, use type, and building typology.

These standards replace the Town of Chapel Hill regulation in the Town's Land Use Management Ordinance, with the exception of Sec. 5.14.3 of the ordinance "Signs Exempt from Regulation." The developer will submit a Unified Sign Plan Monitoring Form which will accompany all sign permit applications.

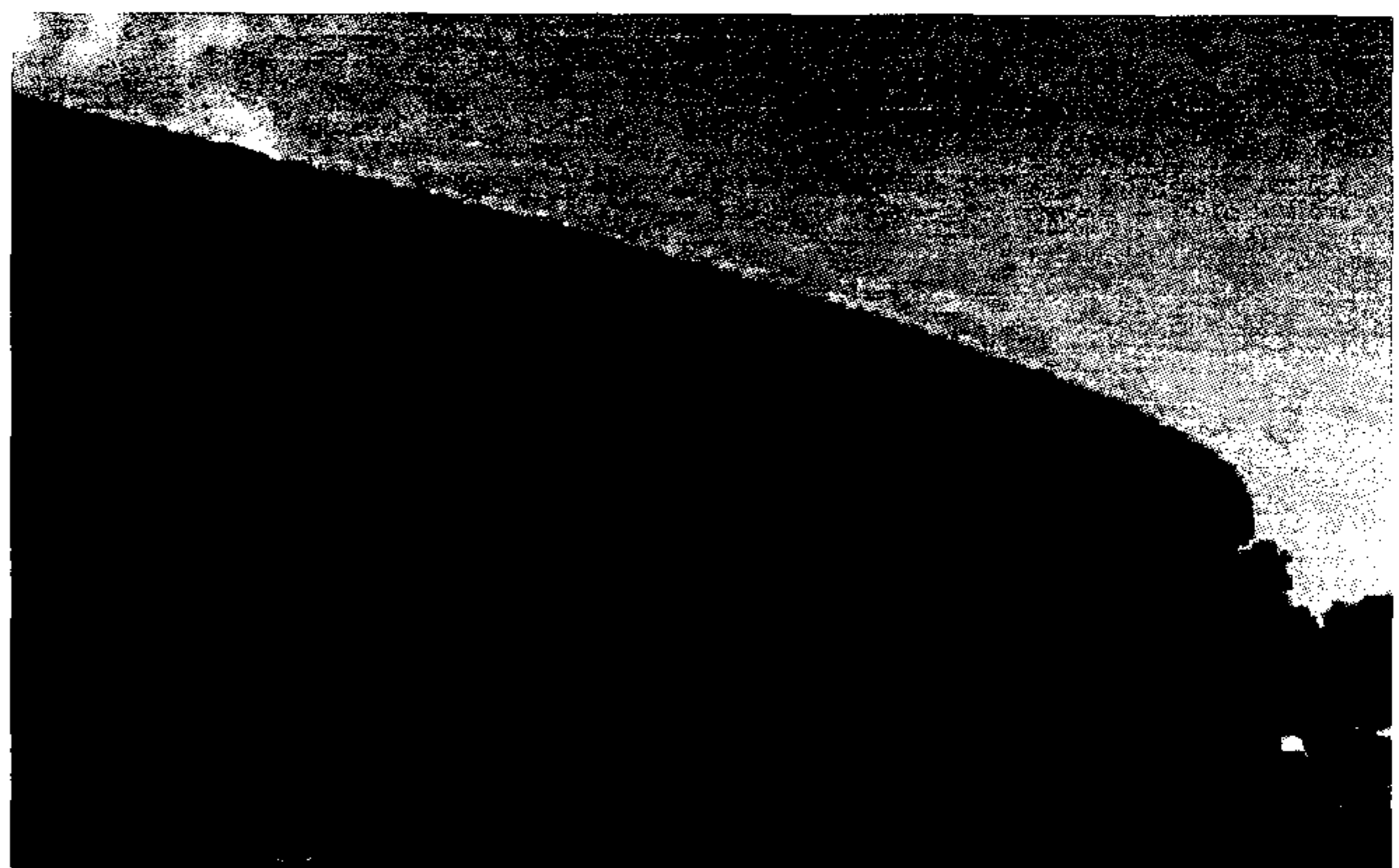
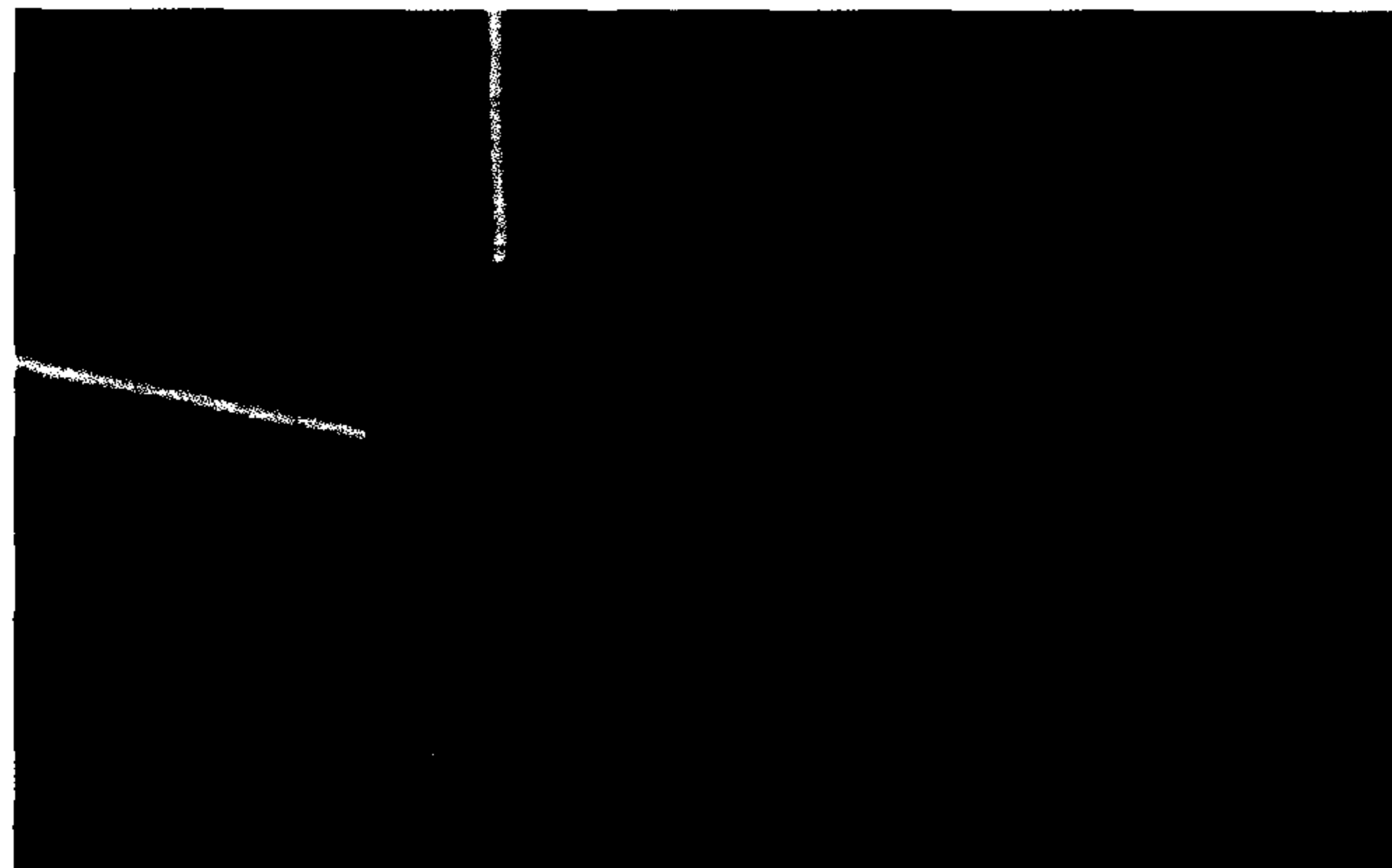
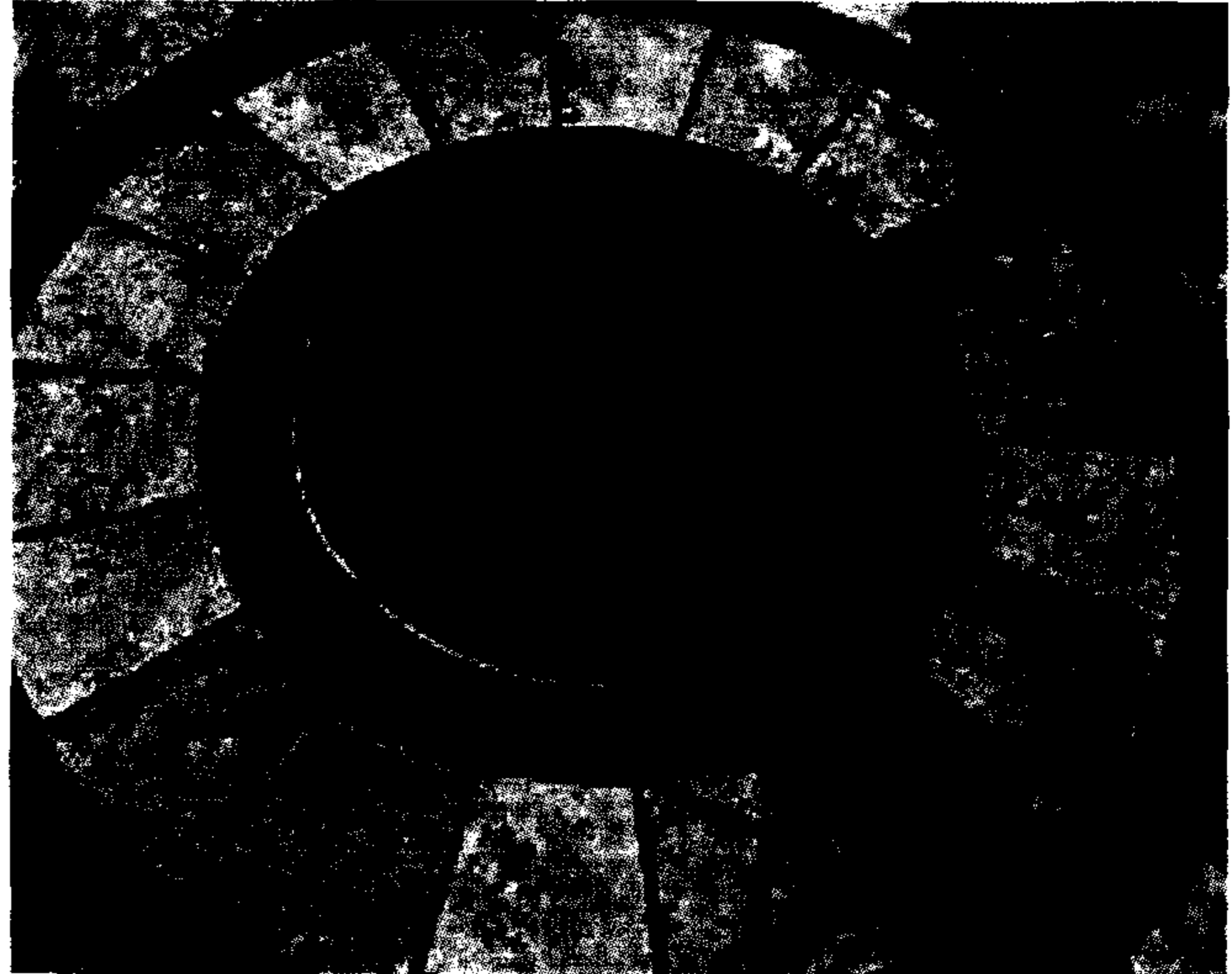
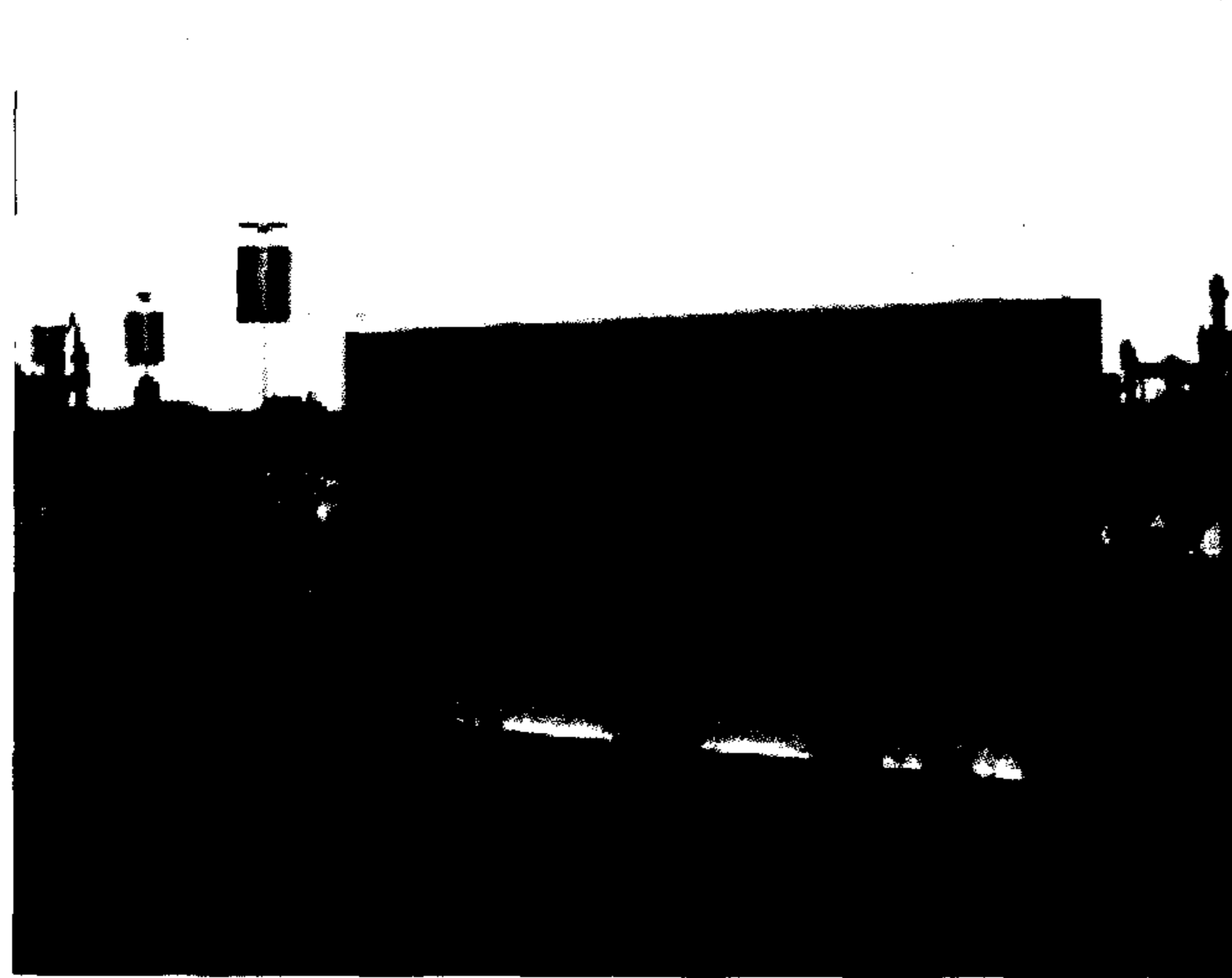




**Project Identity Sign/Graphic Standards**

Height and area standards shall be finalized by individual sign type upon site plan development. Location and quantity are described conceptually. Images described herein are used for both illustrative and general inspiration. Lighting of project signs shall not exceed the needs of the site for the visibility within each functional category. Project identity signs will be illuminated by direct sources or concealed internal sources.

Materials within the project sign category will use a coordinated palette across all sign types. All street level signs will incorporate materials with integral color in line with the project's architectural standards.



SIGNAGE DESIGN STANDARDS



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## Project Sign Locations

Project signs address the following circulation types:

1. Adjacent vehicular refers to traffic off-site, particularly along US 15-501.
2. Vehicular traffic refers to on-site travel in cars and buses. It may also include alternative forms of transportation, such as bikes or other vehicles that travel at comparable speeds to cars.
3. Pedestrian circulation is vital to the success of this project. The majority of project signs work to move people out of their cars and into pedestrian mode of circulation. These signs mark pedestrian entry corridors at the edge of the project's massing. Memorable pedestrian landmarks and directional signage assure comfort for residents, workers, and visitors.

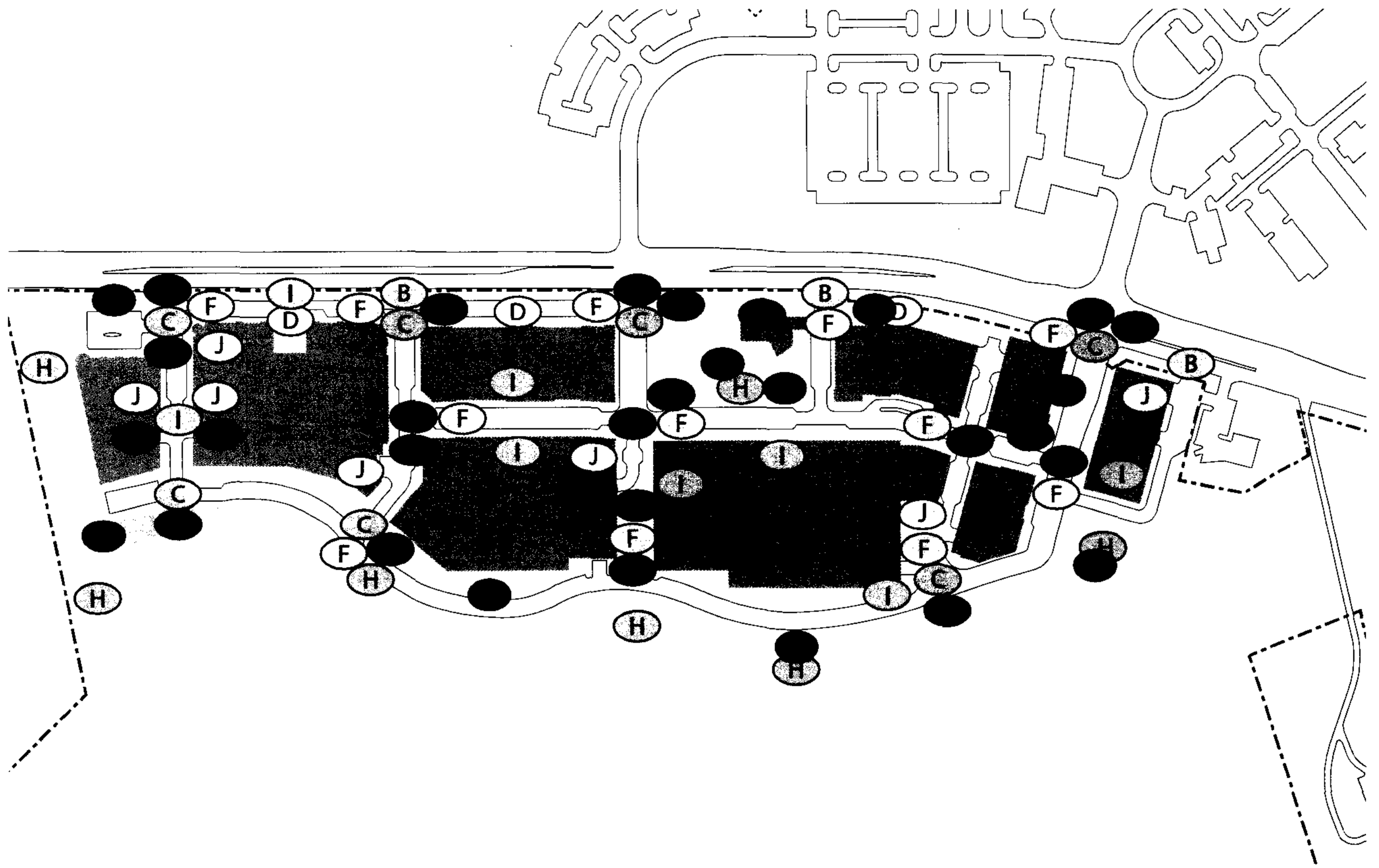
In addition to wayfinding graphics such as arrows and maps, specialty graphics contribute to a quality pedestrian environment and will help to foster the long-term sustainability of the project.

In this portion of the chapter, signs are organized according to the circulation patterns outlined in the project introduction. This rubric also coincides with a gradual decrease in a) the speed at which users are traveling, and b) scale or size of signage. It also is inversely proportional to the level of detail included on each sign, which increases as the speed of travel slows and signs gets smaller. Each sign type has a letter designation shown at right. This shorthand applies throughout the chapter. Signs are not included in alphabetical order, but the by the criteria described earlier.





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- Project Identity Monument
- ⓑ Secondary Project Identity
- Ⓒ Vehicular Scaled Directional
- Ⓓ Building-mounted Project Identity
- Pedestrian Project Gateway
- Ⓕ Pedestrian Directional
- Project Identity
- ⓓ Park/Open Space Identity
- Ⓘ Pole-mounted Secondary Project Identity
- Ⓢ Parking Signs
- Parking Entry Identity
- Historical Marker/Public Art

SIGNAGE DESIGN STANDARDS



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# Perimeter Project Signs

Project Identity signs include (A) Project Identity Monument, (B) Secondary Project Identity and (C) Vehicular Directional.

## Intent

Signs in this category are oriented either adjacent or perpendicular to site vehicular traffic. They are intended to promote a safe transition of vehicular traffic from US 15-501 into the Village.

All type and graphics will be scaled for clear legibility by users traveling at medium speeds along the project perimeter.

## Recommendations

Signs will be composed of materials with a strong relationship to the site architecture. Formal design elements of the sign style details will be drawn from the formal vocabulary of key buildings within the site and in the landscape design.

Within this category, signs will also have a strong formal relationship to each other, with a consistent use of materials and illumination standards.

## Design Standards by Signtype

### A. Project Identity Monument:

A horizontal sign that marks the project boundaries. The project name will be dimensional and strongly integrated into the construction of the gateway.

- location: See Page 87
- max height: 10 ft max area: 200 sf
- max letter ht: 2ft
- quantity: 3
- material: durable modern materials
- illumination: External and Halo
- required: Project name no tenant logotypes
- suggested: Masonry Base

### B. Secondary Project Identity:

Pedestrian scaled vertical gateway that marks key entry locations for vehicular traffic. The secondary identity should be similar to the project monument sign.

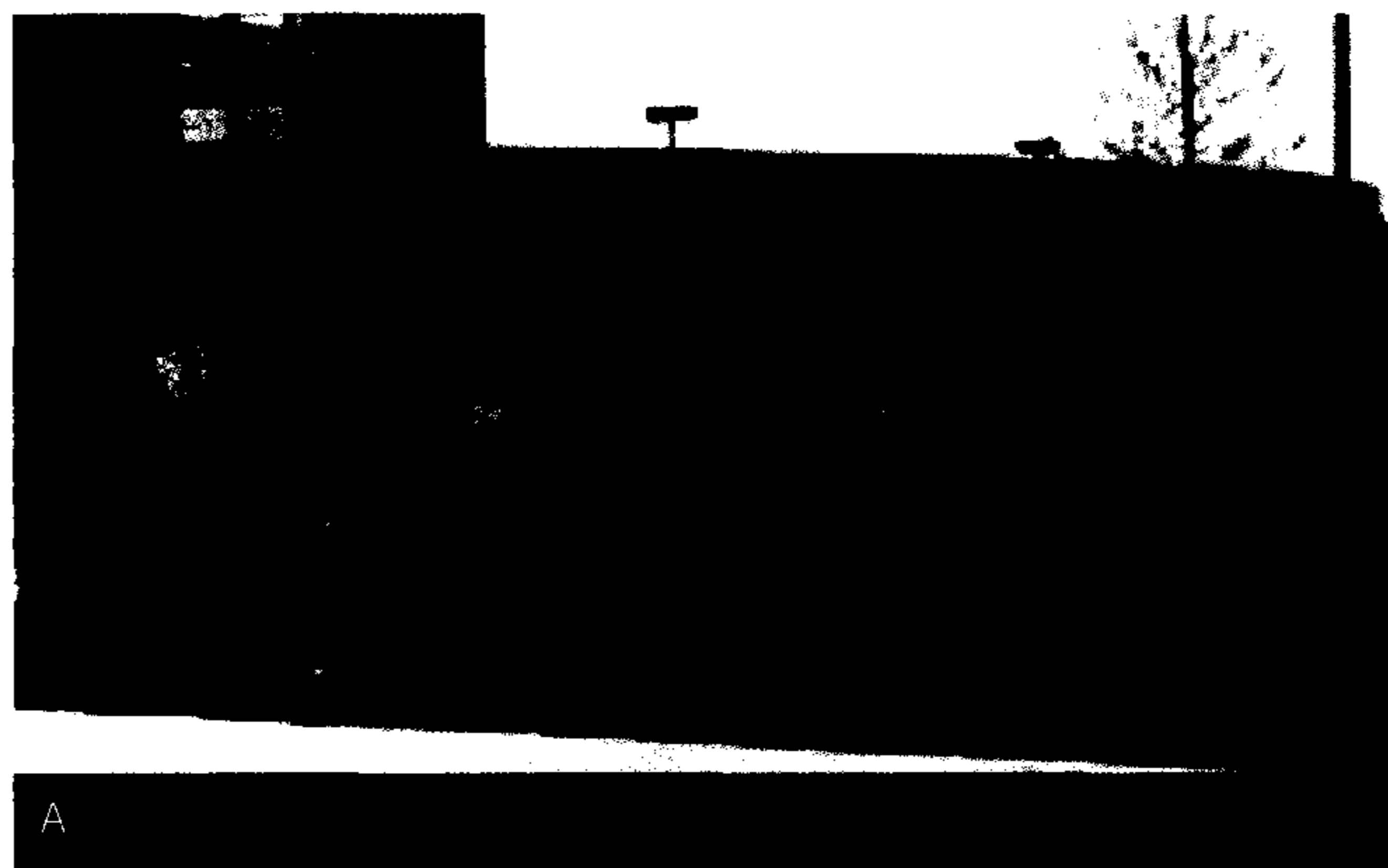
- location: See Page 87
- max height: 10 ft max area: 90 sf
- max letter ht: 18in
- quantity: 3
- material: Durable modern materials
- illumination: External and Halo
- required: Project names, no tenant names
- suggested: Street name; bench/seating element
- optional: Lantern element

### C. Vehicular Scaled Directional:

Located at major vehicular intersections, these directionals guide the visitor in the car to major areas within the site, such as offices, anchor tenants, plaza, and other amenities. These directionals typically have no more than six listings with arrows.

Signs may include both vertical or horizontal designs, according to the needs of the site.

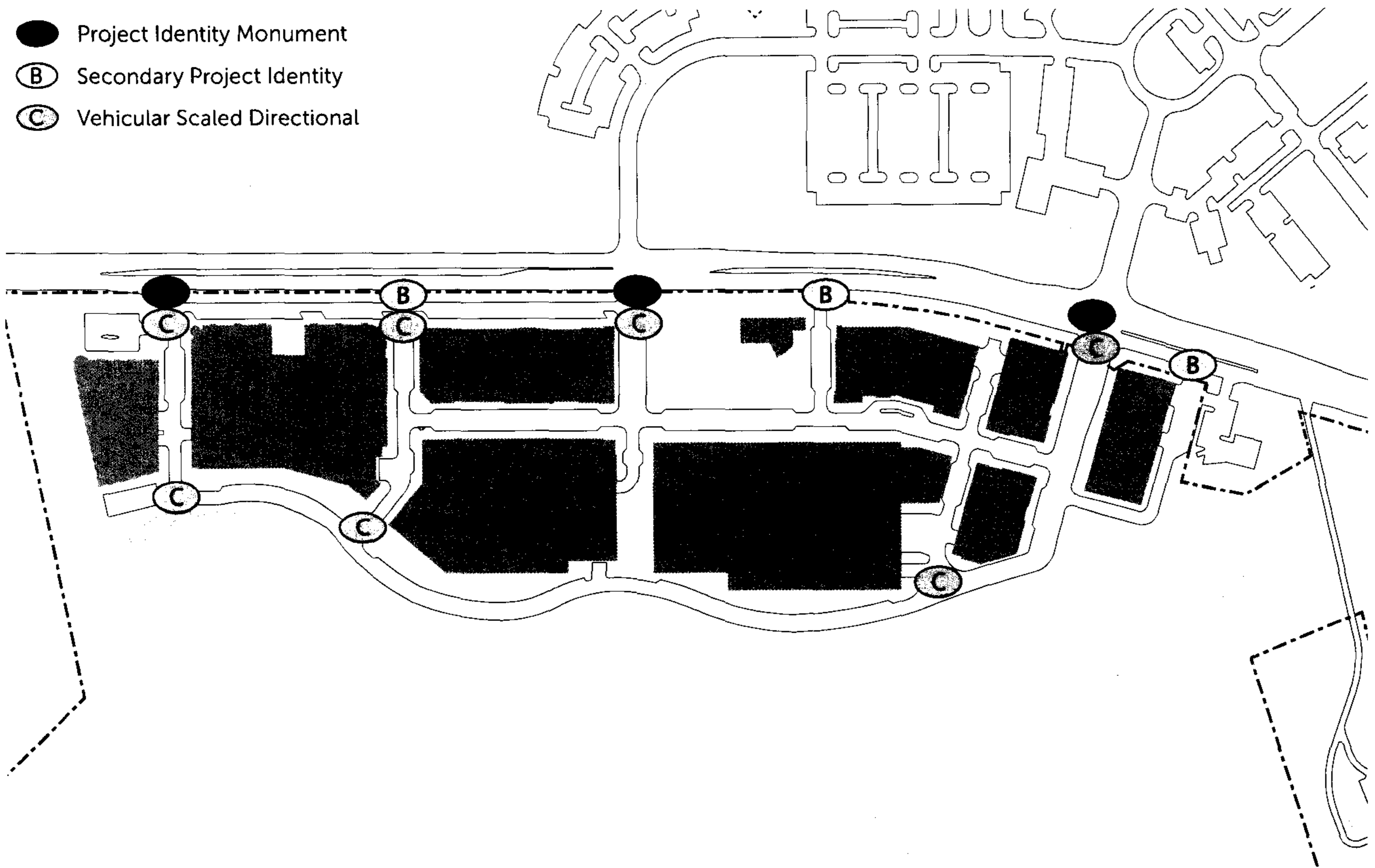
- location: See Page 87
- max height: 8 ft max area: 90 sf
- max letter ht: 8in
- quantity: 7
- material: Durable modern materials
- illumination: External and Internal
- required: Anchor Tenant  
Uniform directional font
- suggested: Masonry base, Metal sign panels  
push-through letters
- optional: Lantern Element





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- Project Identity Monument
- ⓑ Secondary Project Identity
- ⓒ Vehicular Scaled Directional



SIGNAGE DESIGN STANDARDS





# Building Identity Signage

## Internal Project Signs

Along the interior and active streets within the Village at Obey Creek, internal project signs will focus on pedestrian traffic. Pedestrian directionals concentrated along East/West Streets include: (D) Building-mounted Project Identity, (E) Pedestrian Project Gateway, and (F) Pedestrian Directional.

## Recommendations

Signs will be composed of materials having a relationship to the site architecture.

Formal design elements of the sign style and details will be drawn from the project perimeter signs. Within this category, signs will incorporate an additional level of detail, appropriate for pedestrian interaction.

## Design Standards by Signtype

### D. Building-mounted project Identity:

Additional project identity signs will be located on perimeter site architecture as the project gains density in later phases. Signs must complement architecture

- location: See Page 89
- max height: NA, maximum area: 200 sf
- quantity: 3
- material: durable modern materials
- illumination: External and/or halo
- required: Project name and/or logo  
No tenant names  
Individual side letters on site wall
- suggested: Dimensional metal letters
- optional: Lights may be animated project name

### E. Pedestrian Project Gateway:

A vertical sign that marks key pedestrian transition areas at the entry of the Village.

- location: See Page 89
- max height: 15 ft maximum area: 12 sf
- max letter ht: 8in
- quantity: 12
- material: Durable modern materials
- illumination: External and Halo
- required: Project name, no tenant logotypes
- suggested: Push-through letters
- optional: Internal district name

### F. Pedestrian Directional:

Free standing or building-mounted projecting blade signs that point to key site amenities, anchor tenants, or other important destinations with the project. Bottom of sign panel must be a minimum of 8ft from the ground plane.

- location: See Page 89, additional locations TBD
- max height: 15ft max sqft: 12
- max letter ht: 3.5 in
- quantity: 12
- material: Durable modern materials
- illumination: External and/or internal
- required: Uniform directional font  
No tenant logotypes
- suggested: Internally illuminated letters
- optional: Project name and/or logo

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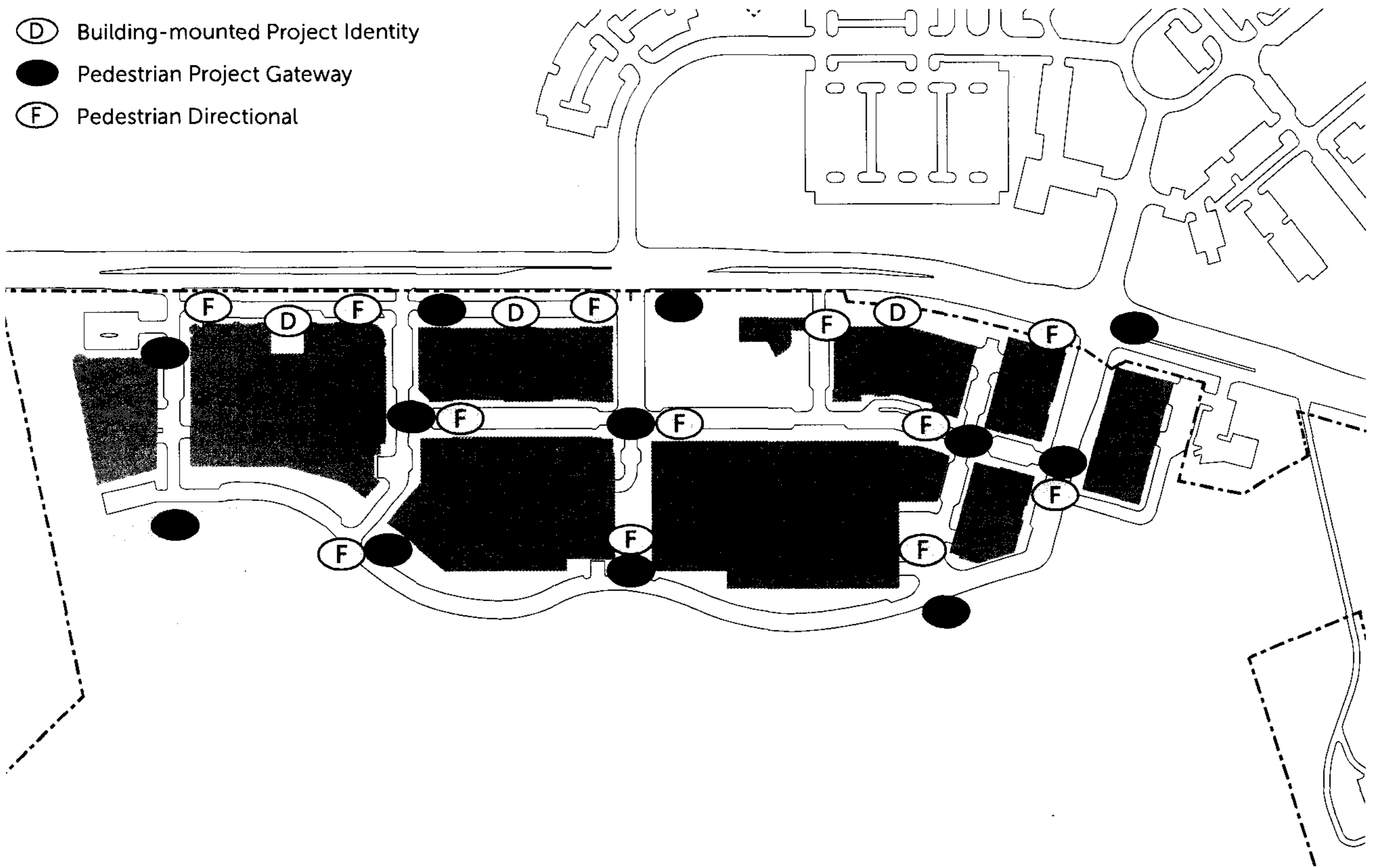






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- ⓓ Building-mounted Project Identity
- Pedestrian Project Gateway
- ⓕ Pedestrian Directional



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B



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# Open Space and Plaza Signage

Signs and graphics in this category include: (G) Project Directory, (H) Park/Open Space Identity, (I) Pole Mounted Secondary Project Identity.

## Intent

Unlike most of the sign types previously discussed, which are about wayfinding, the signs within this category function largely as place-making. The intent of signage and graphics within plazas and spaces is to foster human comfort and help create a sustainable community.

### G. Project Directory:

Freestanding case with changeable space for project map with retail tenant locations. Alternate configurations allow for dimensional or flat map on table top style directory, or wall-mounted directory sign.

- location: See page 91
- max height: 8ft – max area: 50 sf
- max letter ht: 8 in
- min letter ht: 3 in
- quantity: 5
- material: Durable modern materials
- illumination: Internal or external
- required: Changeable map case
- suggested: Two-sided
- optional: Back reserved for ads  
Internally illuminated map pocket for paper maps  
directional arrows

### H. Park/Open Space Identity:

Freestanding sign element that may take many forms, from a horizontal monument integrated into site furnishings to a pole-mounted painted metal sign. These signs are primarily pedestrian in nature. Specific design elements should reflect the sign location and the uses contained within the open space.

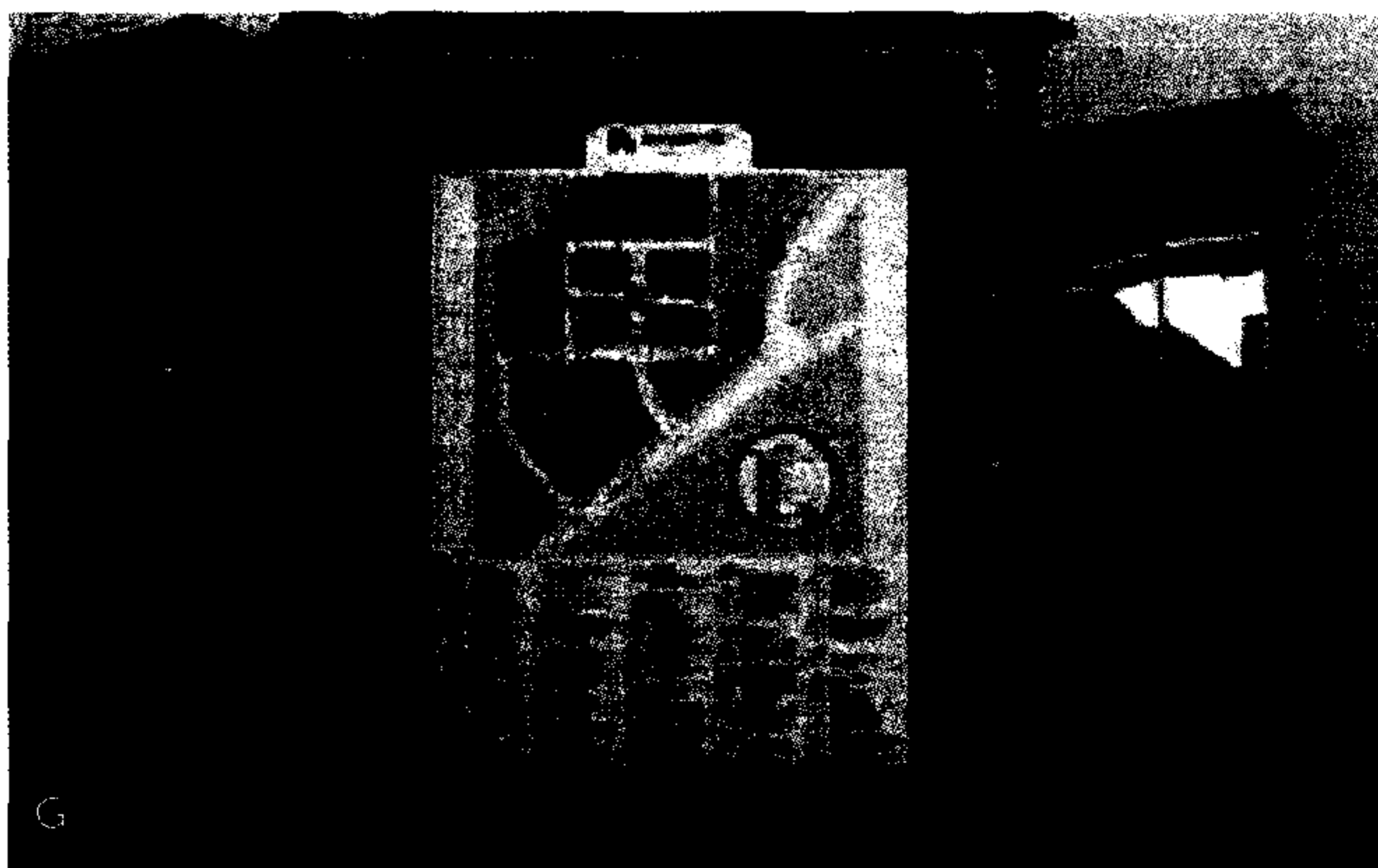
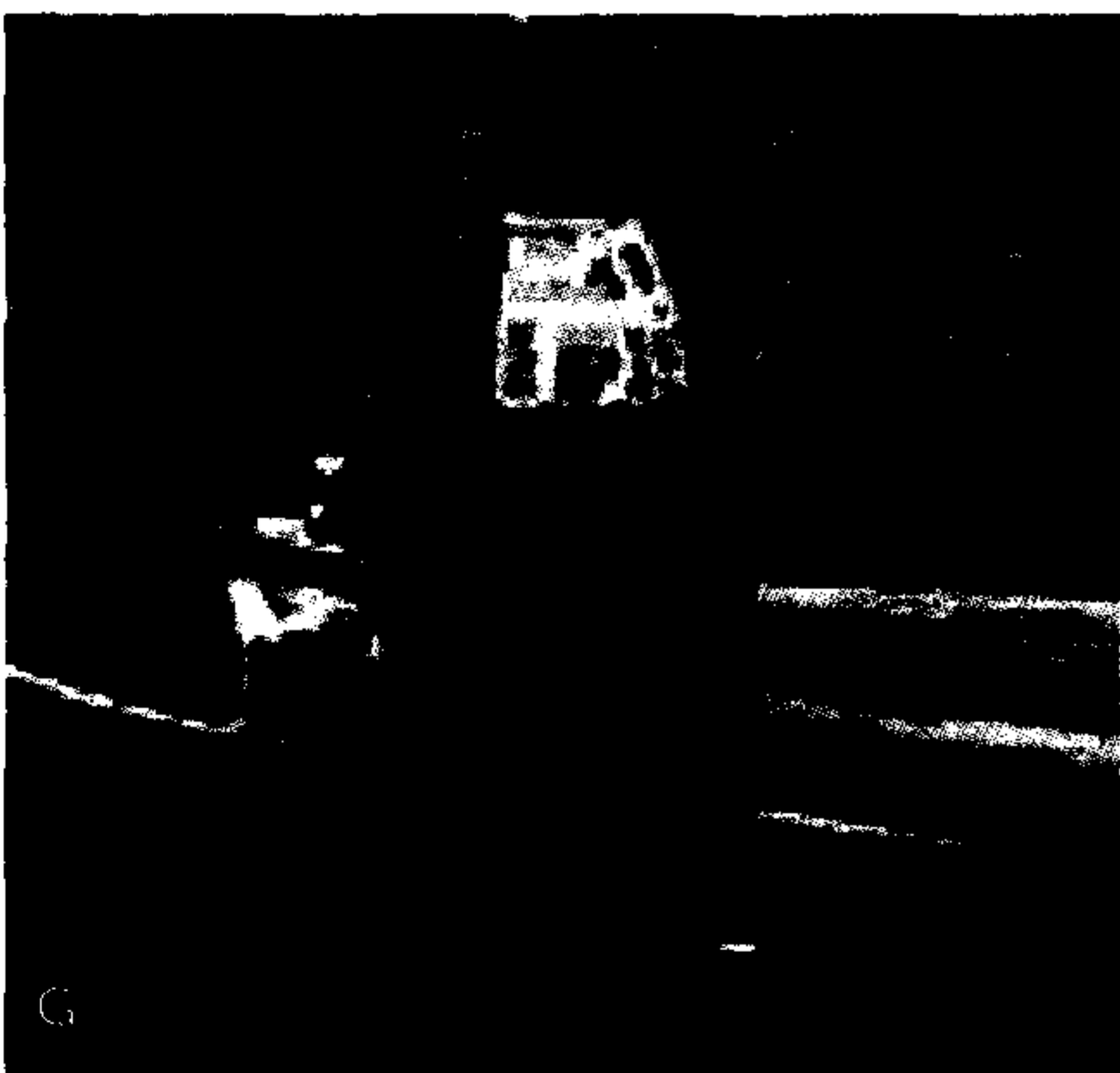
- location: See page 91
- max height: 12ft – max area: 36 sf
- max letter ht: 12 in
- min letter ht: 6 in
- quantity: 8
- material: Durable modern materials
- illumination: External or ambient
- required: Park/open space name
- suggested: Park rules and hours
- optional: Directionals to off-site trails  
sponsorship information

### I. Pole-Mounted Secondary Project Identity:

A pedestrian scale sign located at transition areas between structured parking and the project interior. These simple signs serve as a directional landmarks for project wayfinding and add to the texture of the street.

- location: See page 91
- max height: 12ft – max area: 12 sf
- max letter ht: 8 in
- quantity: 8
- material: Durable modern material
- illumination: Internal or external
- required: Painted pole  
District or area name
- suggested: Push through letters
- optional: Directional arrows

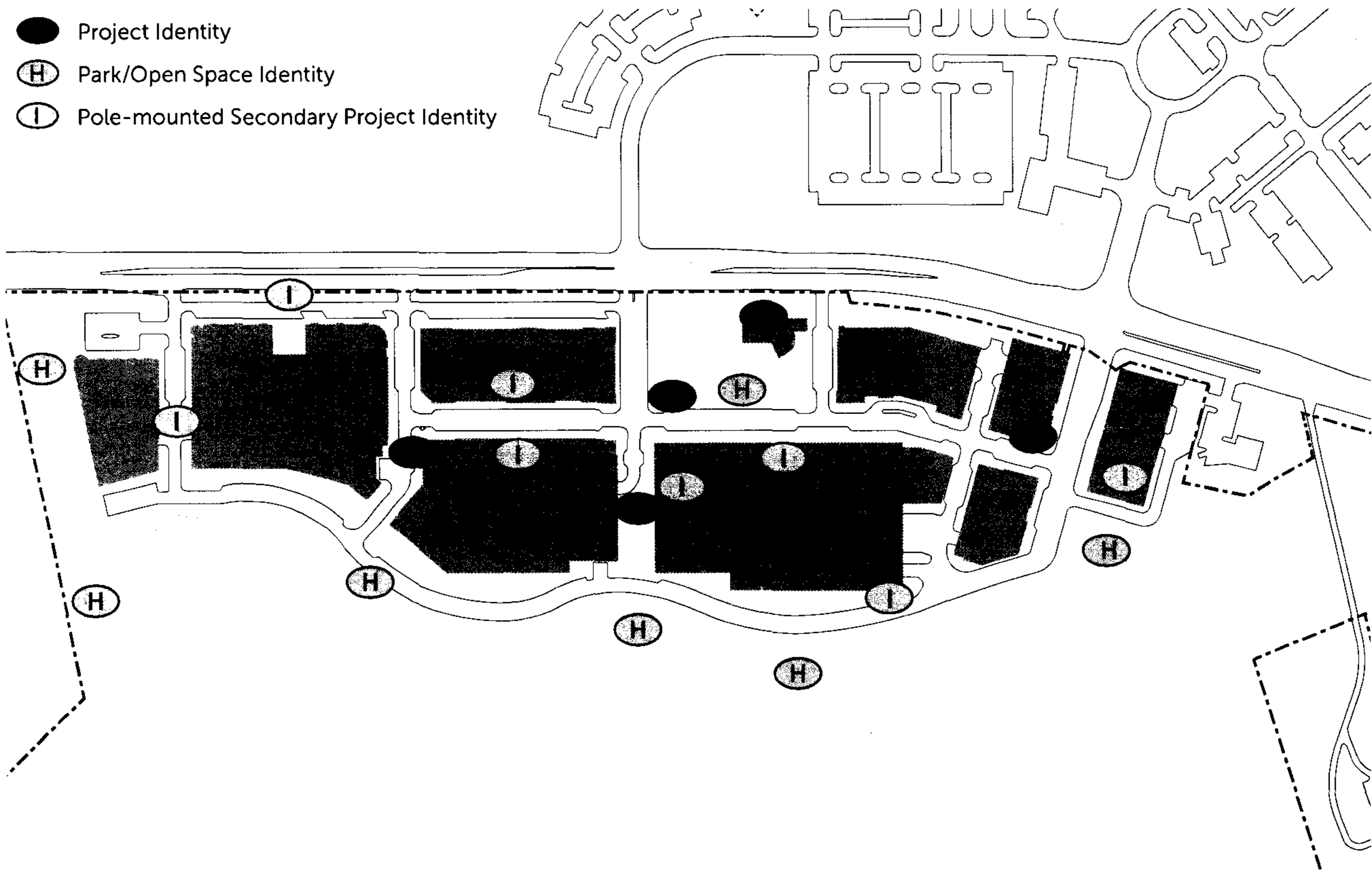
SIGNAGE DESIGN STANDARDS



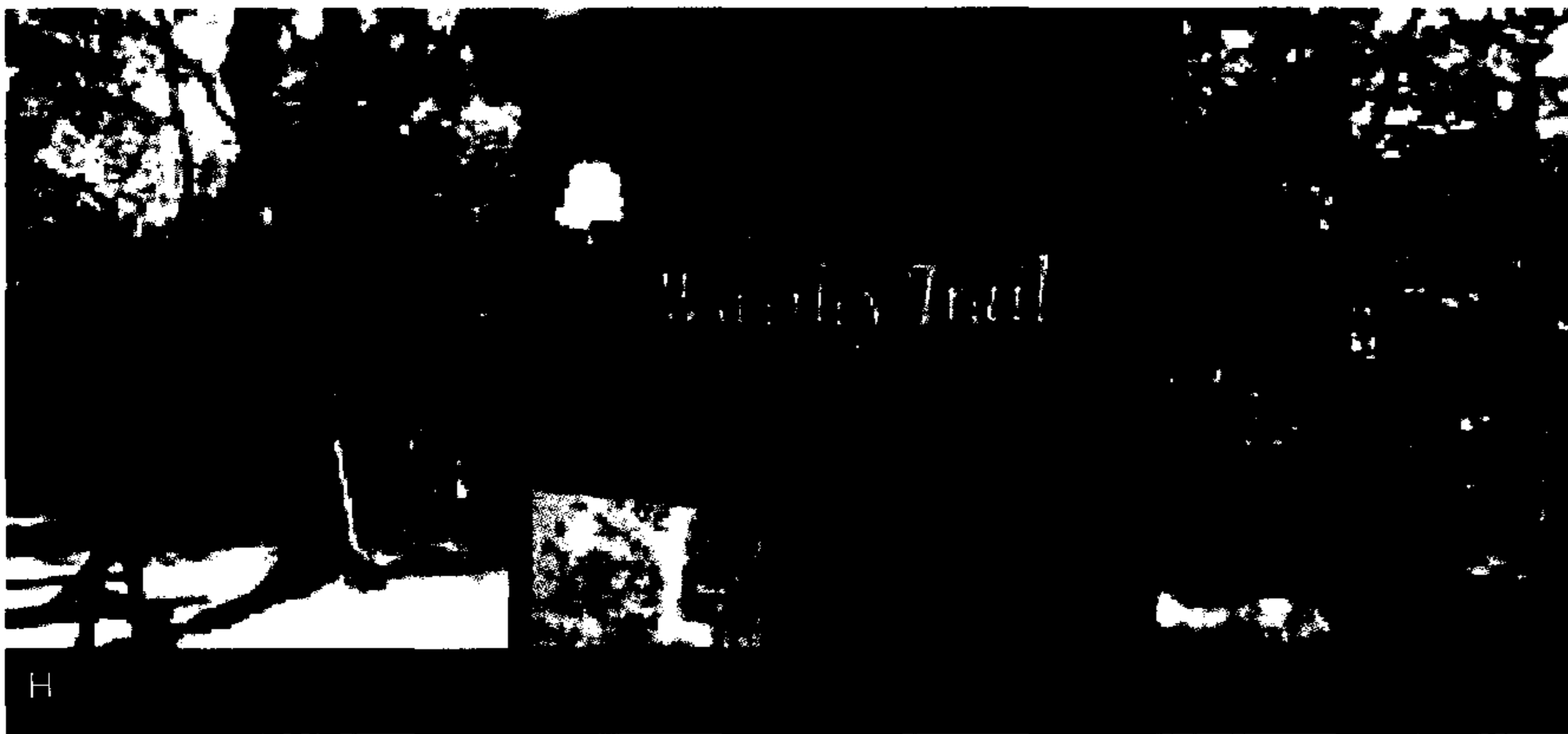
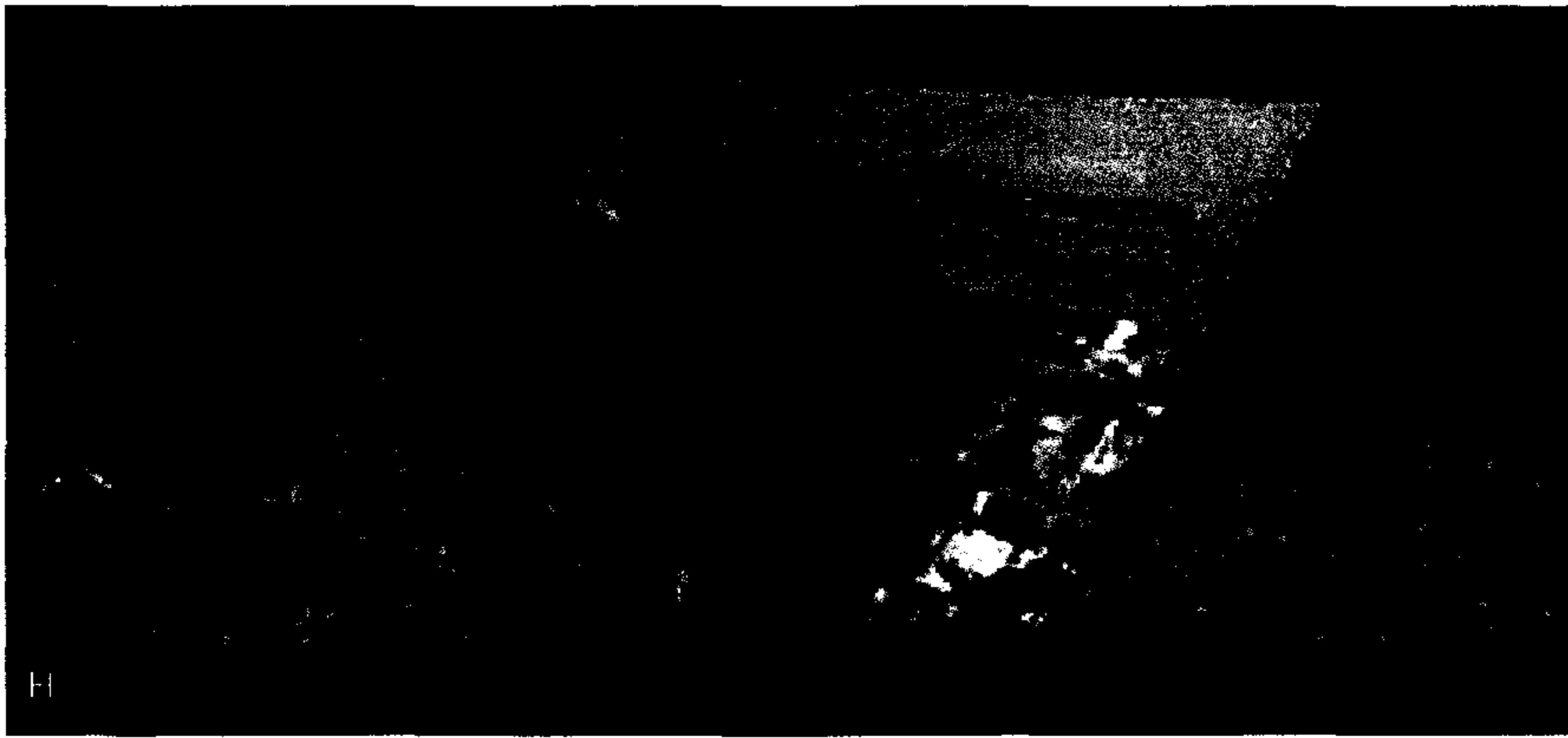


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- Project Identity
- Ⓜ Park/Open Space Identity
- Ⓜ Pole-mounted Secondary Project Identity



SIGNAGE DESIGN STANDARDS





# Multi-modal Transport Signs

## Intent

The Village at Obey Creek will incorporate the best concepts in multi-modal transportation including bicycle, pedestrian, vehicular, and transit. The use, location, and messaging of regulatory signs will foster safe and efficient circulation within the project. Signs will be located by a traffic engineer during site plan development.

## Bike Signs

Bike signs may be added to the palette of project signs, particularly along the perimeter streets. Directional signs to bike parking may also be added along primary bike routes to locations within the Village.

The use of bicycles is central to the project philosophy of multi-modal transportation. As the project develops over time, the use of bicycles will increase. Project signage will be used to ensure the safety and convenience of bicycles for commuters.

## Trail Signs and Maps

Trail signs round out the suite of multi modal transportation/project signs. Directional signs located at the project boundary facilitate the flow of bike, pedestrians, and other alternative transport both in and out of the site.

Trail signs and maps will meet high standards of visibility, durability and vandal resistance. Trail signs will invite and orient pedestrians to the preserve and beyond to other regional trails and bikeways.

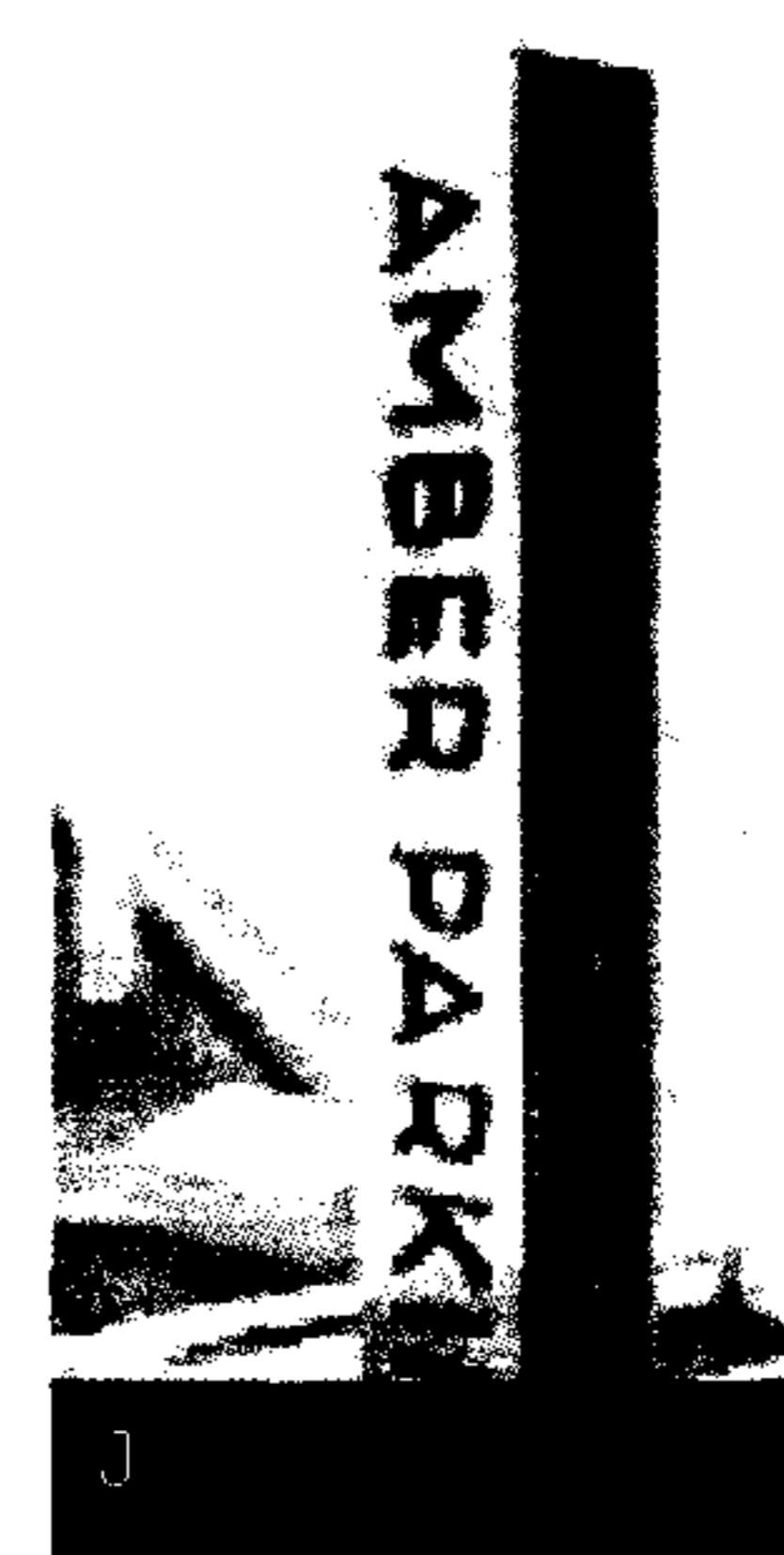
## Parking Signs

Parking signs in the public realm are (J) Parking Directional and (K) Parking Entry Identity. Additional interior parking signs will be required to facilitate the flow of traffic into parking structures and the smooth transition from cars to foot traffic.

### J. Parking Directional:

Freestanding pole mounted sign or building-mounted projection blade sign with the universal parking "P" as the primary message in a high contrast design.

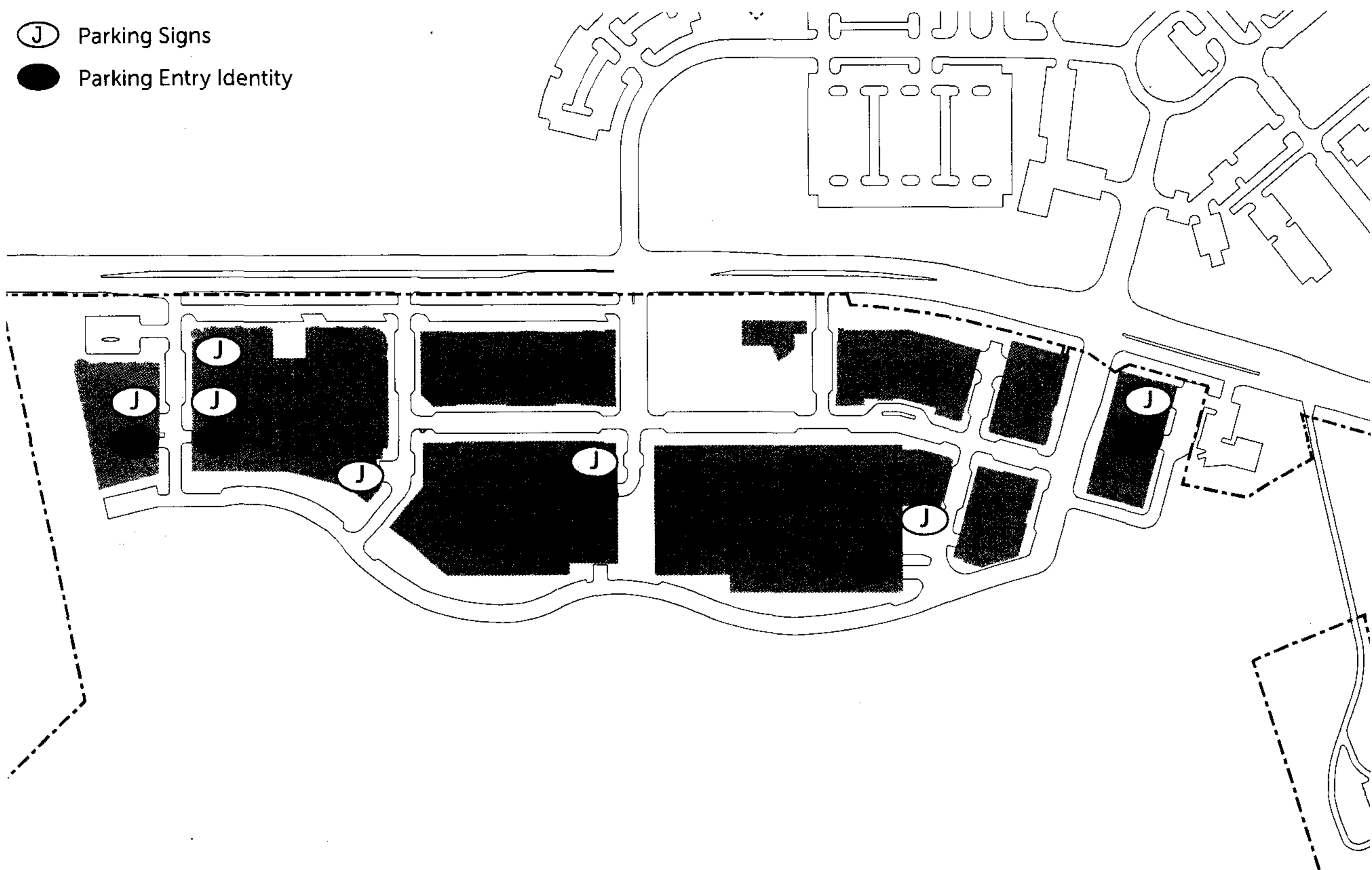
location:	see page 93
max height:	NA – max area: 12 sf
max letter ht:	12 in
quantity:	min 15
material:	durable modern materials
illumination:	internal or external
required:	two-sided messaging
suggested:	parking use designation, such as public, residential, or addresses of commercial offices
optional:	parking lot name or number





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- Ⓝ Parking Signs
- Parking Entry Identity



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**K. Parking Entry Identity:**

A parking entry identity will be required for all structured parking lot entries. Within the project, office and residential parking structures may choose to use an understated approach to define their parking entries. Retail parking structures should use internally illuminated letters that are highly visible from the major entry view corridors.

Parking signs must relate to the streetscape and the adjacent building typology. Likely configurations include entry along a side street, retail at grade entry, office entry, residential parking entry, and shared parking entries. Parking signs may incorporate tenant identity signage where parking feeds an anchor store location.

location:	see page 93
max height:	NA – max area: 30 sf
max letter ht:	12 in
quantity:	min 15
material:	durable modern materials
illumination:	TBD by use
required:	parking
suggested:	address of site name

# Tenant Site Signage



Tenant signs within the Village at Obey Creek will be required to meet strict standards of quality and landlord approval prior to construction. Standards will include quantity, illumination, location, and dimensions based on proportion of frontage along public streets.

Building typologies will be the primary characteristic used to define the standards. In the following pages, each building type's signage and graphics standards are described in greater detail.

## Goals

1. To generate varied and creative site signage through distinctive logos, type, styles, and design elements.
2. To establish signage as a design element that contributes to the experience of a mixed use environment unique to the region.
3. To provide standards of acceptability for signs in order to facilitate the review and approval process.

## Overall Site Signage Standards

All tenant signs should include only the tenant name and logotype, no tag lines allowed. Within the following sign types, each tenant shall have a maximum of one sign per sign-type per entry frontage. The following additional standards will apply.

1. **Fascia/Canopy Sign:** Fascia signs must use individually mounted dimensional letters with a uniform color palette. No backplates allowed. Canopy signs may integrate the tenant name into a raceway.
2. **Building-Mounted Projection Blade Sign:** Dimensional blade signs are encouraged for all retail and commercial tenants with ground level entries. Minimum Clearance 10'-0"
3. **Window Graphics:** Vinyl to appear as etched may not exceed 10% of the total window area for street level retail tenants only.
4. **Awning Signage:** Canvas awnings with tenant name in silk-screened or embroidered type on the vertical surface of awning may be permitted where compatible with site architecture.
5. **Additional Specialty Tenant Signage:** Paving graphics, entry plaques, and other applications to be permitted based on landlord approval. Multiple signs allowed within this sign type.



Fascia / canopy signs must use dimensional letters



Projection blade signs are encouraged for each tenant



# Retail Signs

Retail activates the core of the Village at Obey Creek. The combination of retail tenant signs and graphics defines the character of the project in the public realm. These standards help to control the quality, size, and location of signs within the Village.

## Design Standards

**Fascia/Canopy Sign** Concealed internal illumination or external illumination required. No more than three lines of type per tenant, with a strong recommendation of one line of type only. Maximum letter height 30". Maximum area 1.5 sqft per linear foot of frontage. Maximum quantity 2.

If peg mounted, the individual letters are to be peg mounted minimum 1.5" and maximum of 2" from face of wall. All seams are to be welded and ground smooth.

When the tenant occupies a corner store location and there is a corner entry/architectural feature, tenant must locate primary identity over the corner entry.

To ensure variety in the project, adjacent tenants may be required to use different sign types, materials, and colors.

**Building-mounted Projection Blade Sign** Blade signs are encouraged as an important element in activating the sidewalk experience. Minimum clearance 10'-0".

Illumination required for all retail blade signs. Maximum area: 9 sqft. Type shall occupy no more than 80% of the sign area. Minimum clearance 10'-0".

**Paving Graphics** Signage is required to be within the tenant lease line and may not extend beyond the storefront. Sign must be fabricated out of durable, nonslip materials. When vacating tenant space tenant is to replace flooring to appear as new.

**Window Graphics** Vinyl in black, white or frosted hues only. Gold-leaf applications also allowed.

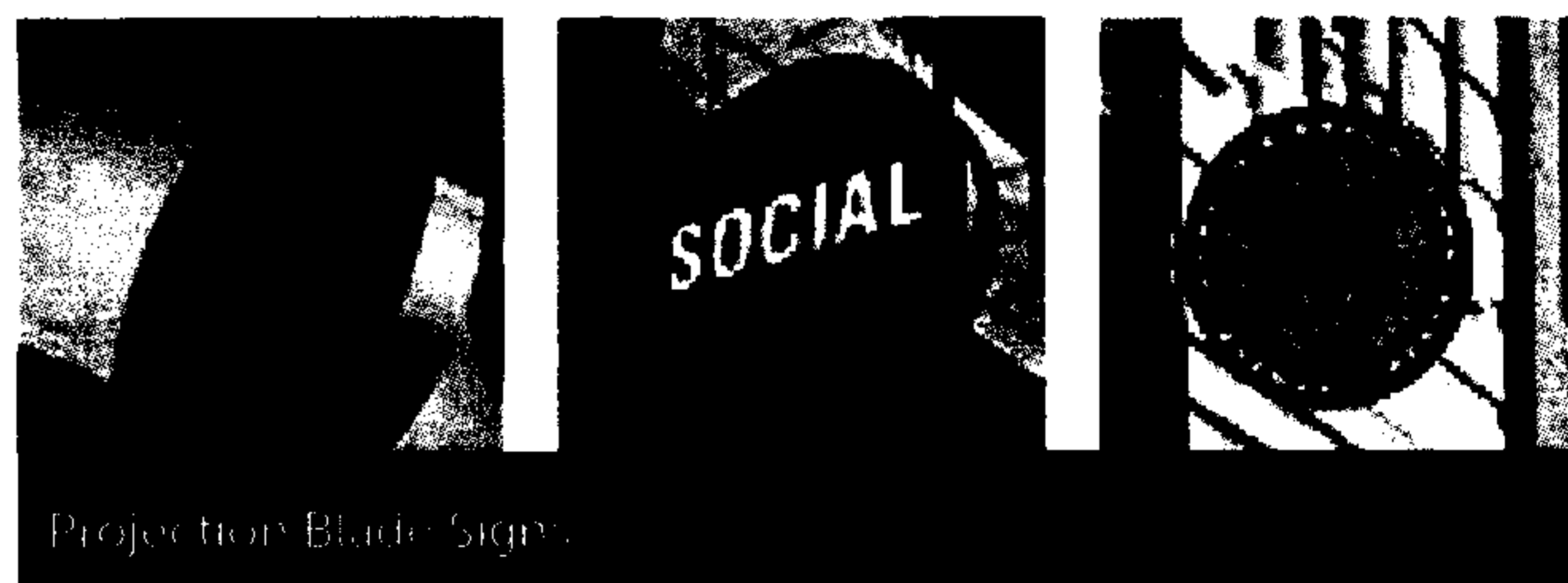
**Awning Signage** Where compatible with the site architecture canvas awnings may be used for additional tenant signs.

**Menu Boards** Menu boards to be mounted directly next to main customer entrance doors, enclosed in weatherproof, metal enclosure. Menus can be illuminated by a concealed light source integrated into the design of the enclosure. Back-lit menu boards are prohibited. Maximum area: 4 sqft.

**Freestanding Menu Boards** Freestanding menu boards are allowable within the tenant control zone upon approval by property management and cannot supplement building mounted Menu boards. Maximum area: 4 sqft each side, and one (1) sign per tenant.

**Cast Metal Wall Plaque** Sign must be mounted next to public entry doors, centered at 50" from the ground plane. Maximum area: 4 sqft.

SIGNAGE DESIGN STANDARDS



Window Graphics



# Residential Signs

## Intent

Residential over retail activates the retail experience and extends the hours that the project will be used throughout the day. Signage within this typology is smaller in scale and quantity. Illumination restrictions are the key tool with the standards that preserve a quality residential environment.

## Residential Design Standards

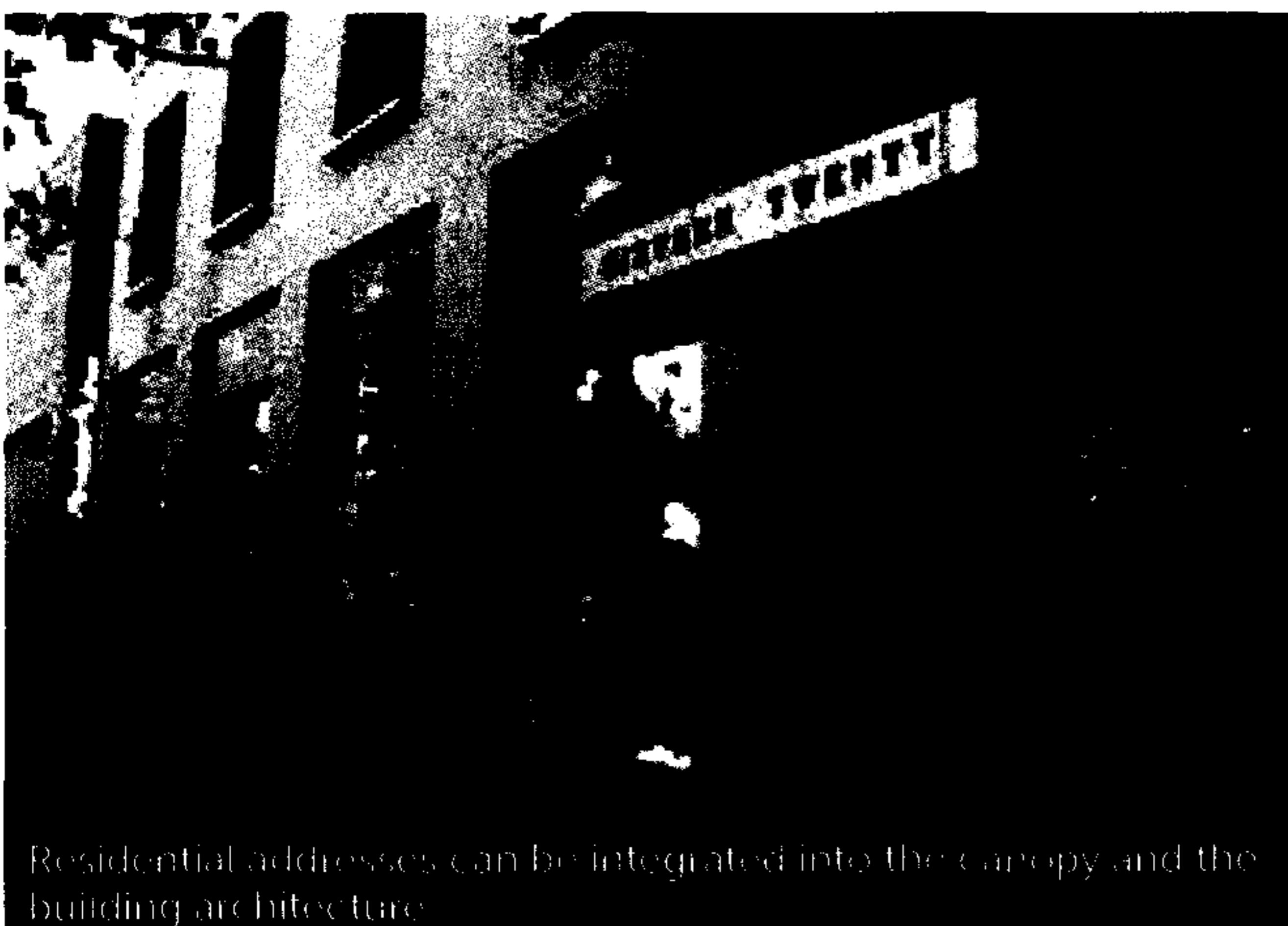
**Fascia Sign** External illumination or ambient. One line of type only. Maximum letter height 24". Maximum area sqft: 2 sqft per linear foot of frontage. Maximum quantity: 2. Fascia signs will be integrated in the architectural facade.

Required for any multi-tenant residential with a shared lobby on street level, one of the following signs:

**Building-mounted Projection Blade Sign** No illumination required. Maximum area: 9 sqft.

**Canopy Sign** Site name and/or street address integrated into an architectural canopy with dimensional letters. Ambient illumination recommended.

SIGNAGE DESIGN STANDARDS



Residential addresses can be integrated into the canopy and the building architecture



Residential addresses can also be building mounted





# Office Signs

Office buildings are an important element in defining the mixed use character of the site. Their signage standards bring a commercial voice to the mix that enriches the whole environment.

## Office Design Standards

**Fascia Sign** External illumination or ambient. One line of type only. Maximum letter height 24". Maximum area: 2 sq.ft per linear foot of frontage. Maximum quantity: 2. Fascia signs will be integrated in the architectural facade and should be located to maximize visibility of the site. Type may include the site name, site address, or one major tenant. Preferred locations are within the top 10% of the vertical surface and with corner treatments.

**Canopy Sign or Enhanced Entry Sign** Located directly above entry doors or integrated into architectural design of the entry, this sign addresses the pedestrian streets. Sign may be integrated into an architectural canopy with dimensional letters or use alternative design elements to create a singular entry statement. Illumination recommended.

**Tenant Listings** Maximum Letter height: 5 in. All tenant names must be listed in the same color in a uniform style. Building-mounted tenant listing may be used on the street frontage.

**Projected Vertical Blade Sign** Alternate for Canopy/Entry Sign Location coordinated with tenant below. Maximum area: 20 sqft. Only height dimension may exceed 3 feet, allowing for a vertical blade option within this sight line. Bottom of sign must be 8ft above ground plane. Internal illumination recommended.



Canopy sign for office identity

## Back of House and Service Signs

The project will require additional emergency, back of house, and service signs not specifically mentioned within these standards. Such signs will conform to project wide standards of color, font, and materials. Additional ADA and code compliance controls the messaging, size, location, and quantity of such signs.

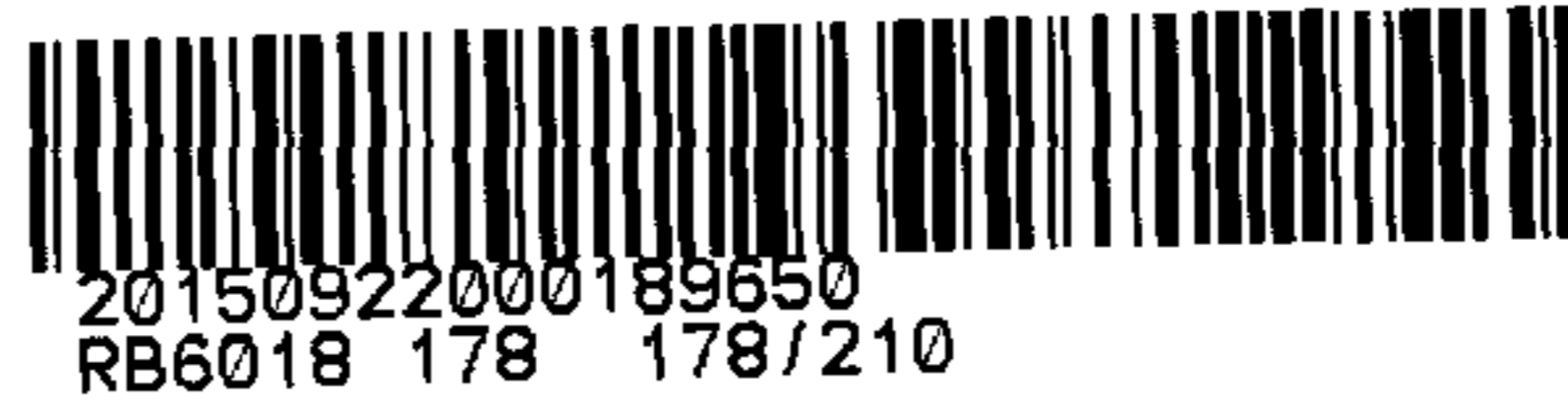
Service and delivery directionals will be building or pole-mounted plaques which complement project-wide design standards.

Individual sites, such as multi-tenant residential and commercial, may employ a separate sign family for these back of house signs. For individual sites, the interior sign family, identifying door plaques, elevators, and other utility signs, will follow uniform design standards.



Vertical blade sign can mark commercial office entries

# (L) Public Art & Historical Markers

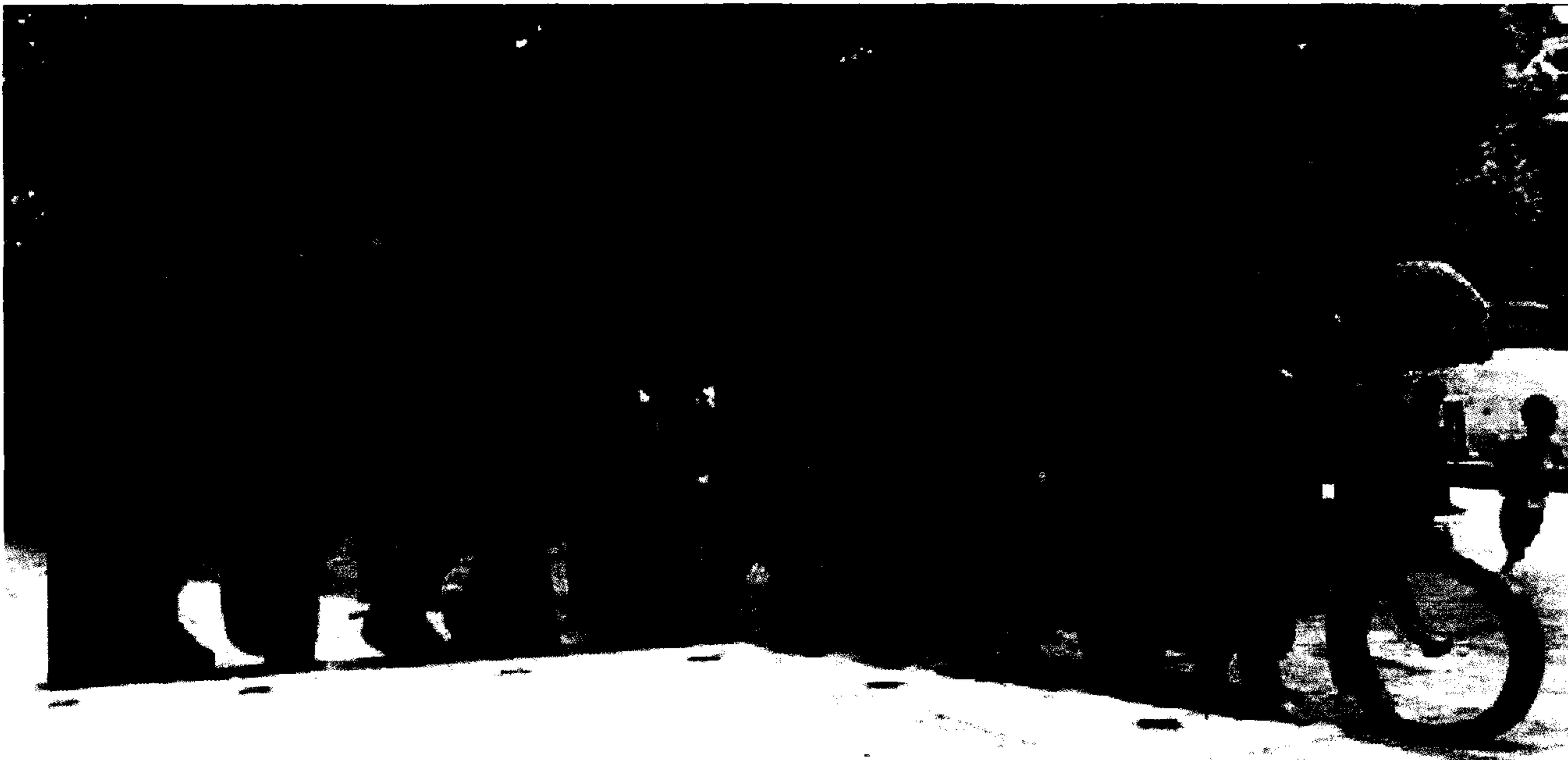
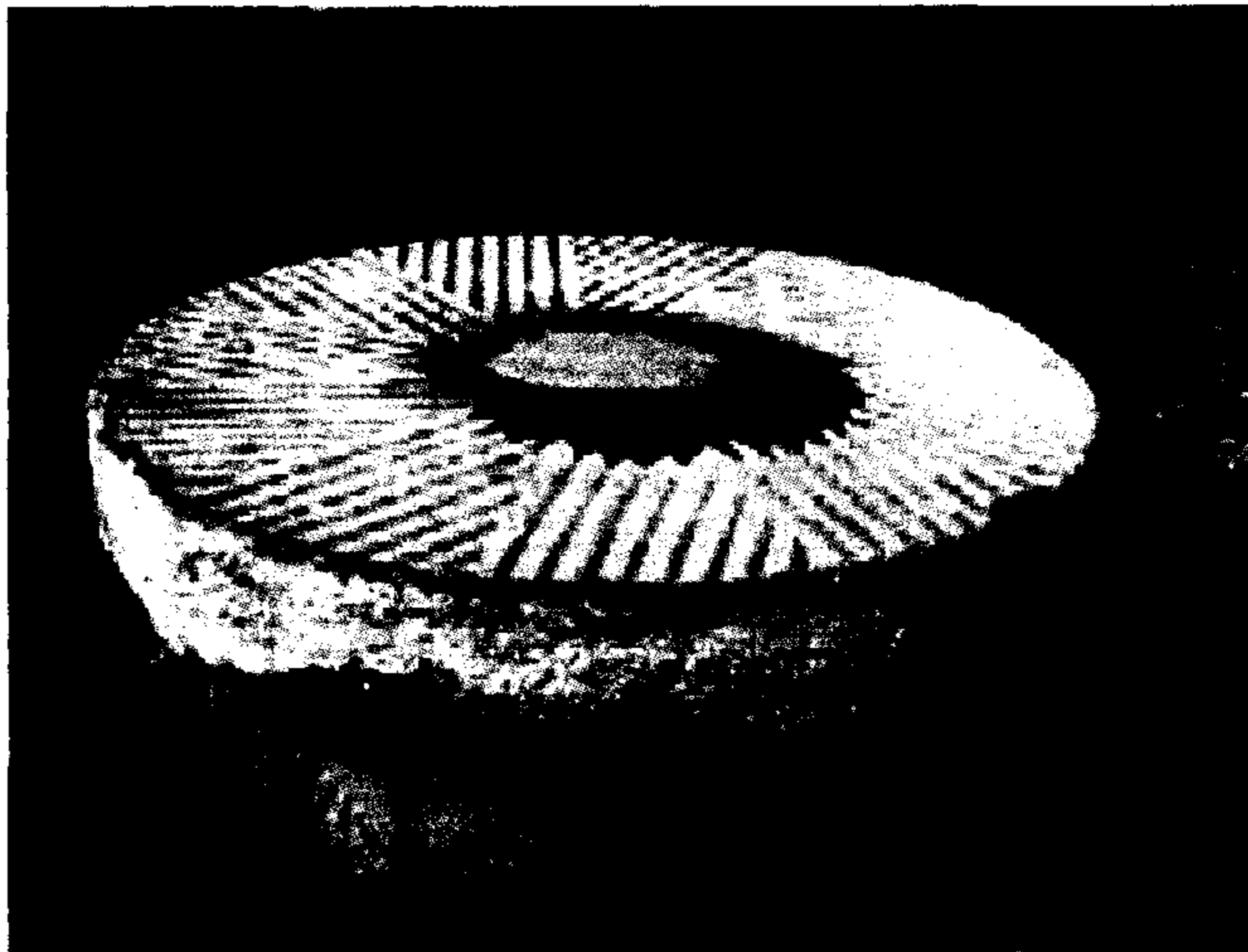


Public Art adds to the texture of the streetscape, expressing the qualities of community found at the Village at Obey Creek. Whenever public art is proposed the Developer Owner or Representative will consult with the Chapel Hill Public Arts Commission on the design and placement of the public art.

Historical Markers identify and recognize the contributions of individuals and groups of people, important buildings, places, and events in the development and life of the town as a whole.

Locations indicated on the plan are appropriate for freestanding sculptural elements, historical markers, murals, custom bike racks, enhanced wall or benches, tile features, and paving graphics. Additional locations may be added based on site plan development. Further criteria for public art and historical marker selection to be determined with site plan development.

- location: See page 99
- max height: NA – max area: NA
- max letter ht: 12 in
- quantity: min 2
- material: Durable exterior grade
- Illumination: Internal or external
- required: Must meet community standards of decency
- suggested: Regional artist  
interactive elements

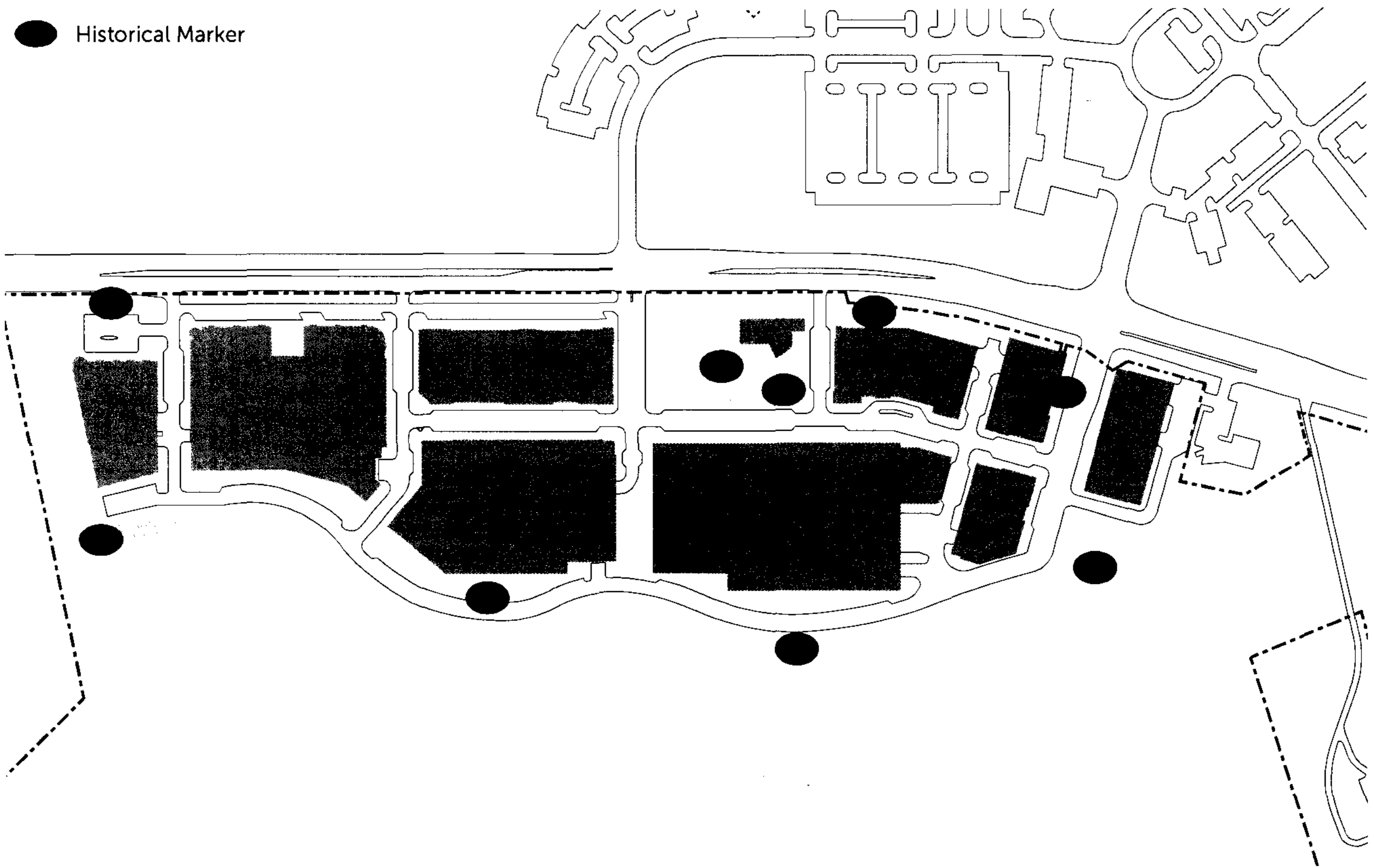


SIGNAGE DESIGN STANDARDS



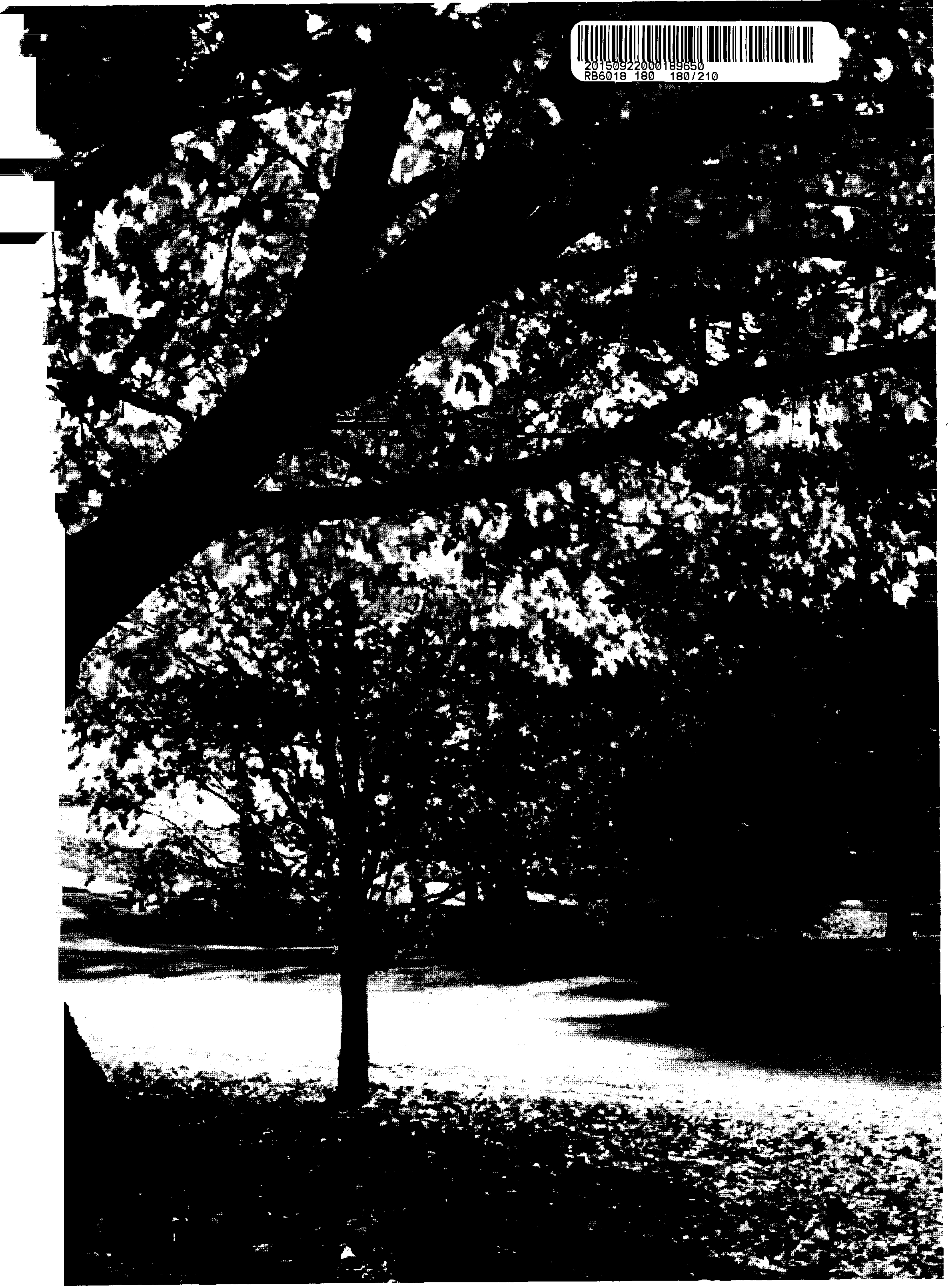
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● Historical Marker



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# **section 7: sustainability standards**



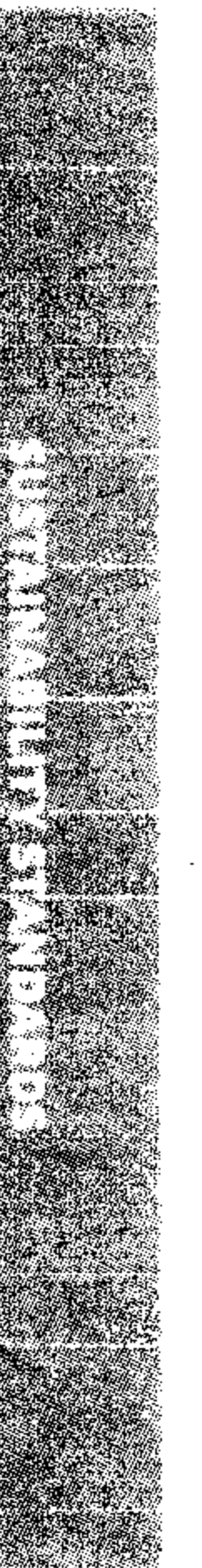
# sustainability standards

The Village at Obey Creek will be designed to a holistic sustainability standard. The project will be Socially Sustainable - welcoming a diverse population of residents, workers, tenants, and visitors. With many residential options including ownership, rentals, an aggressive affordability program, and over 150 units of age-restricted housing, Obey Creek will be a socially diverse home to people of all economic and demographic strata.

As an open, welcoming place to shop, dine, or attend a meeting or gathering, Obey Creek invites everyone to participate in a vital public realm. With over 80 acres of forest, publicly accessible open space, a large central park, miles of bike trails, and pedestrian friendly sidewalks, the project will be a sought after destination for all.

The Village at Obey Creek will also be Economically Sustainable. A true mixed-use project with office, residential, hotel, entertainment, restaurant and retail components, the project will provide a significant contribution to Chapel Hill's commercial tax base. The various stores and restaurants will provide numerous permanent jobs. The development of the buildings will provide several hundred construction jobs. The balance of office, residential, and retail revenues will ensure that Obey Creek remains economically balanced in both good and bad economic cycles.

Beyond the Social and Economic sustainability goals outlined in these guidelines, Environmental Sustainability will be one of the primary design drivers of the development.





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Green infrastructure and buildings promotes the design and construction of buildings that reduce energy and water use, while promoting more sustainable use of materials, and other sustainable best practices such as, solar panels, cogeneration, and pv cladding materials.

From an environmental perspective, the Village at Obey Creek will be a sustainable community that minimizes adverse development impacts while creating and preserving long-term environmental benefits, with a focus on the following areas:

- Smart Location and Linkage
- Neighborhood Pattern and Design
- Green Construction and Technology



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AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.



# Smart Location and Linkage

Obey Creek will mitigate the adverse environmental effects of development by building at a sufficient density to create a critical mass for the residential and commercial center, thereby avoiding the sprawl that has sometimes characterized development patterns in the Research Triangle.

## Smart Location

### Intent:

Encourage development within or near existing communities and public transportation infrastructure. Reduce vehicle trips and miles traveled by supporting transit and walking as transportation choices.

### Commitment:

Obey Creek will be located adjacent to Southern Village and will enjoy walkable proximity to four Chapel Hill transit stops.

## Proximity to Water and Wastewater Infrastructure

### Intent:

Encourage new development within and near existing communities to reduce multiple environmental impacts caused by sprawl. Conserve natural and financial resources required for construction and maintenance of infrastructure.

### Commitment:

Obey Creek lies within the Urban Services Boundary of the Town of Chapel Hill and as such enjoys city provided water and wastewater services. The development will extend and complement the existing utility infrastructure near and on the site. The project will also set aside over 80 acres as a natural preserve and create a compact development on the remaining 35 acres.

## Wetland and Water Body Conservation

### Intent:

Conserve water quality, natural hydrology, and habitat. Preserve biodiversity through conservation of water bodies and wetlands.

### Commitment:

The Village at Obey Creek will preserve and enhance the health of Wilson's Creek, a prominent creek that bisects the site. The entire development footprint lies west of the 100' wetland buffer zone. The remaining 85 acres will be preserved in perpetuity.

## Flood Plain Avoidance

### Intent:

Protect life and property, promote open space, habitat conservation, and enhance water quality and natural hydrological systems.

### Commitment:

The Village at Obey Creek will be developed fully above the 500-year floodplain as mapped by the Federal Emergency Management Agency.

## Housing and Jobs Proximity

### Intent:

Encourage balanced communities with a diversity of uses and employment opportunities. Reduce energy consumption and pollution by providing shorter commutes and alternative transportation uses

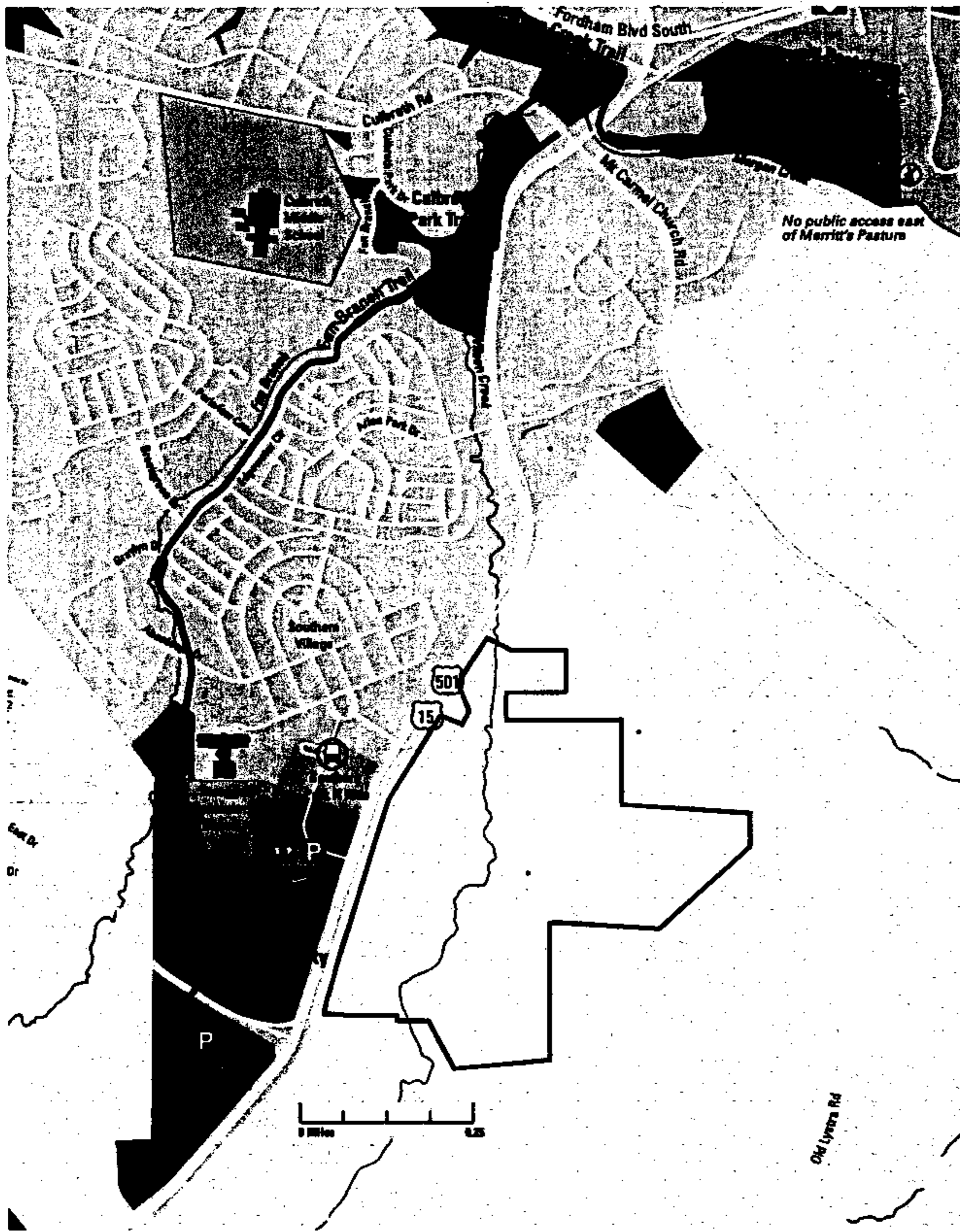
### Commitment:

The residential component at Obey Creek comprises over 25% of the total development area. Over 50% of the dwelling units are within a 1/2 mile (10 minute) walking distance of one another.





SUSTAINABILITY STANDARDS



### Reduced Automobile Dependence

**Intent:**

Encourage development in locations that exhibit strong performance in providing transportation choices or otherwise reducing motor vehicle use.

**Commitment:**

Obey Creek will be located on a site that will immediately generate over 20 or more transit rides per bus route, per day and is serviced by four transit routes. The development will have walking proximity (1/4 mile) to two transit stops.

### Bicycle Network

**Intent:**

To promote bicycling and transportation efficiency

**Commitment:**

Over 50% of the project's dwelling units and business entrances are within three miles of banks, child care facilities, community civic centers, convenience retailers, places of worship, fitness facilities, civic services, and other retail stores. The Village at Obey Creek will be a bicycle friendly community that houses many of these amenities within the project itself.

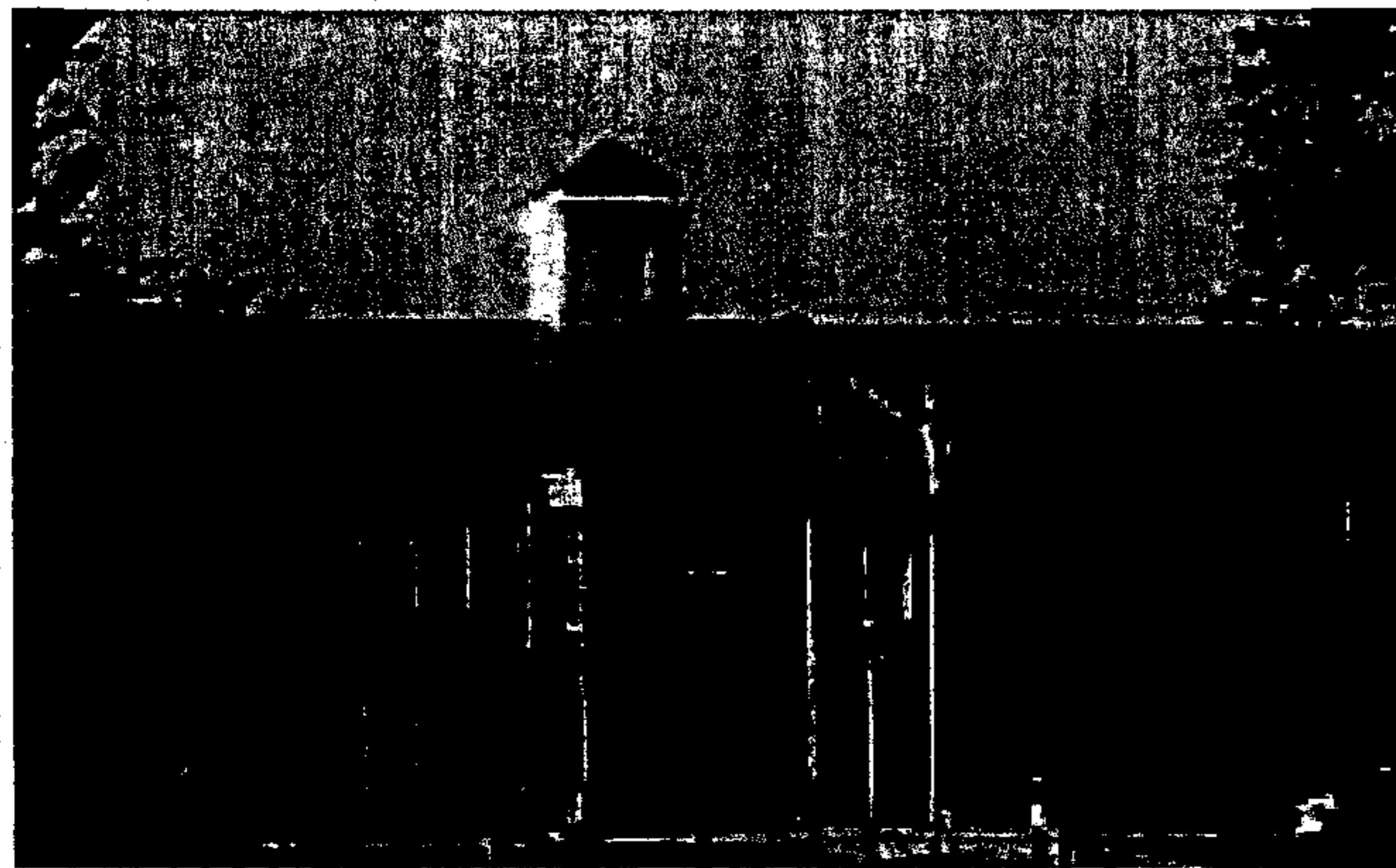
### School Proximity

**Intent:**

Promote healthy lifestyles for children by encouraging walking to school. Promote community engagement by making schools accessible to all.

**Commitment:**

All of the residences at Obey Creek are within 1/2 mile of the Mary Scroggs elementary school and are accessible by the safe passage over the proposed pedestrian bridge spanning US 15-501.



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### Steep Slope Protection

**Intent:**

Minimize erosion to protect habitat and reduce stress on natural water systems by preserving steep slopes in a natural, vegetated state.

**Commitment:**

Areas of moderate to steep slopes that would limit construction are generally confined to the former gravel mine site and the RCD buffer zones immediately adjacent to the stream banks. Isolated areas of moderate to steep slopes do occur within the proposed development footprint as shown on the accompanying Slope Analysis Map (page 6). The design of Obey Creek utilizes architectural forms and techniques that take advantage of the varying topography to transition among live/work zones, create views, and add drama to the project. Restoration is proposed for the former gravel mine site that will make use of topsoil strippings to stabilize and restore unstable slopes within the From Subject Received Size Categories

BRADLEY, JAY Copitrak Scan Notification  
9:45 AM 213 KB preserve area. This methodology provides the added benefit of eliminating the need for off-site disposal of topsoil strippings.

### Site Design for Habitat or Wetland Conservation

**Intent:**

Conserve native wildlife habitat, wetlands and water bodies. Reduce avian fatalities due to window strikes.

**Requirement:**

The project will conserve 100% of all water bodies and wetlands on the site and will preserve the 150-foot buffer around the Wilson Creek streambed. The engineering team will conduct an assessment of the following:

- water quality maintenance
- wildlife habitat protection
- hydrologic function maintenance

The project will support prevention of bird strikes with the installation of bird friendly glass.



SUSTAINABILITY STANDARDS

# Neighborhood Pattern + Design



## Open Community

### Intent:

Promote communities that are physically connected to each other. Foster community and connectedness beyond the development.

### Commitment:

The Village at Obey Creek will be an inviting public place. Located directly across US 15-501 from Southern Village, the new development will both benefit from and strengthen the offerings within Southern Village

## Diversity of Housing Types

### Intent:

To enable citizens from a wide range of economic levels and age groups to live within a community.

### Commitment:

The Village at Obey Creek will include many varieties of housing sizes and types. Housing types will include condominiums, rental apartments, and age-restricted apartments. An aggressive affordable housing program for both ownership and rental will ensure a wide diversity of income levels within the development.

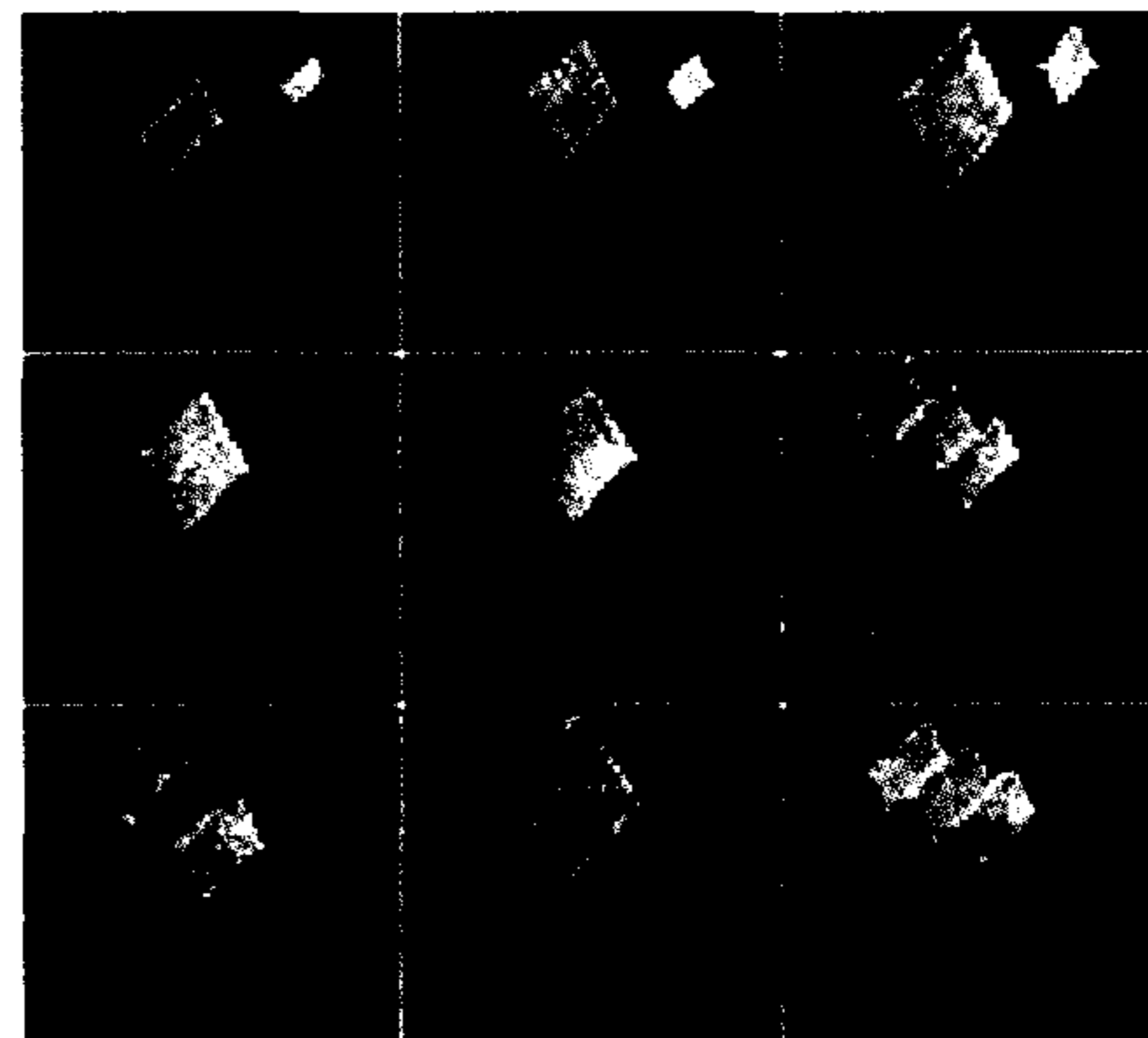
## Compact Development

### Intent:

Conserve land, promote livability, transportation and walkability. Exceed average density of seven dwelling units per acre for residential development and achieve a FAR of .50 or greater for commercial development.

### Commitment:

Obey Creek will be developed to a density of [20 du/ ac] dwelling units per acre and will have a commercial density of approximately [ +/- 2.33] FAR. The overall project FAR (excluding parking structures) will be approximately [ +/- 1.0].



## KEY

- Dense Mixed-Use Development
- Park and Ride Transit Location
- CCX Transit Route
- PX Transit Route
- NS Transit Route
- Existing Paved Off-road Bike Path
- Dedicated Conservation Land

## SUSTAINABLE DESIGN + RESOURCE CONSERVATION

- Locations closer to existing town and city centers
- Compact Developments minimize habitat fragmentation
- Walkable developments
- Mixed-use neighborhoods
- Sites adjacent to existing developments
- Areas with good transit access



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**Reduced Parking Footprint**

**Intent:**

Design parking to increase the pedestrian orientation and minimize the adverse environmental effects of parking facilities.

**Commitment:**

All streets within Obey Creek will have parallel parking to increase pedestrian comfort and provide convenience parking for retail and residential uses. Bicycle racks and storage facilities will be ample throughout the development.



**Walkable Streets**

**Intent:**

Provide appealing and comfortable pedestrian street environments in order to promote pedestrian activity and public health through increased physical activity.

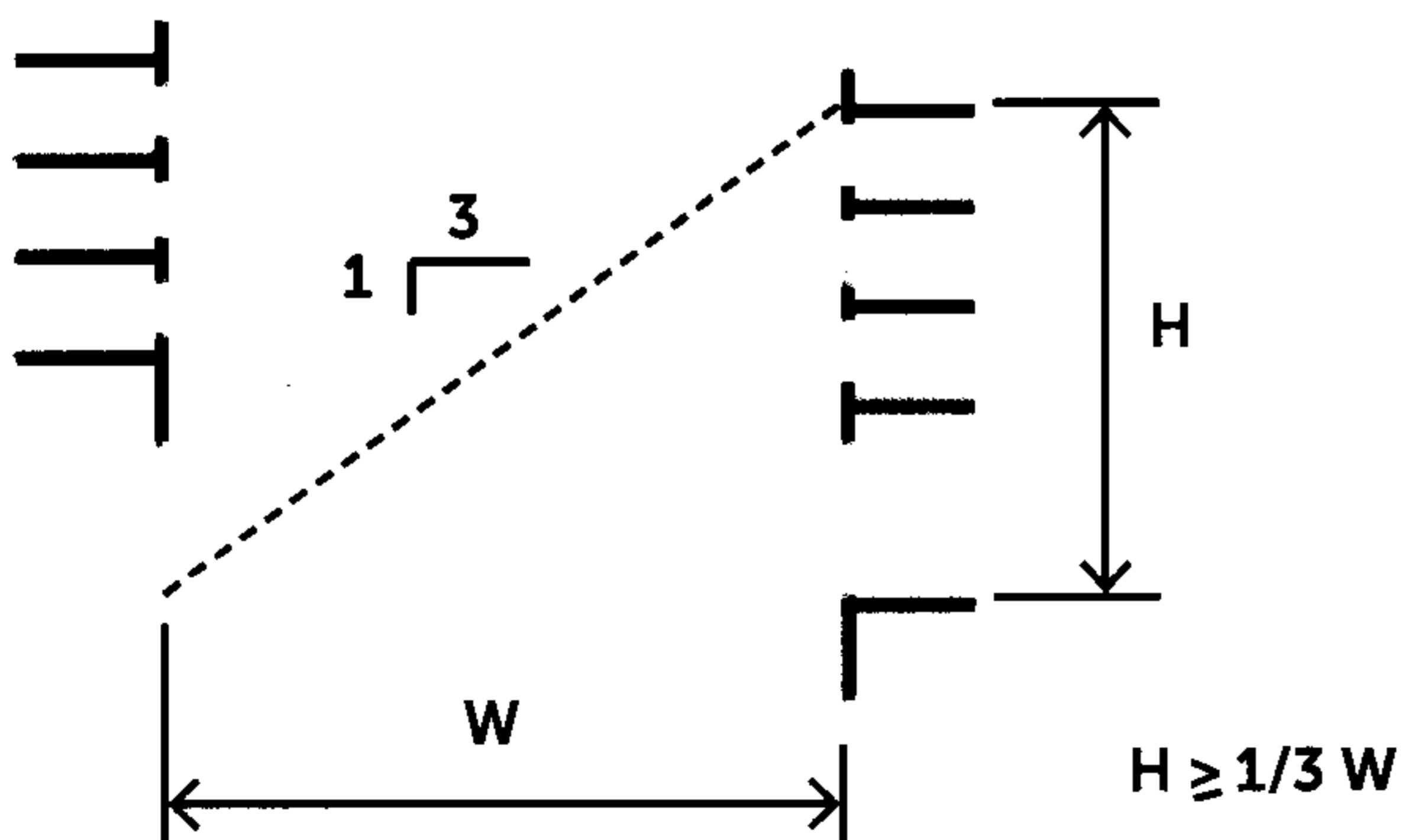
**Commitment:**

Obey Creek will be designed and built to achieve the following:

- A. Principal entries for each building will front a public space such as a street, square, or park.
- B. A minimum of 30% of all street frontages within the project will comply with the minimum building height to street width proportions of 1:3
- C. Continuous sidewalks or equivalent provisions will be provided along both sides of all streets within the project. New sidewalks must be at least 4 feet wide. Equivalent provisions include plazas and footpaths.
- D. All streets within the development will be designed for a maximum speed of 20 mph.



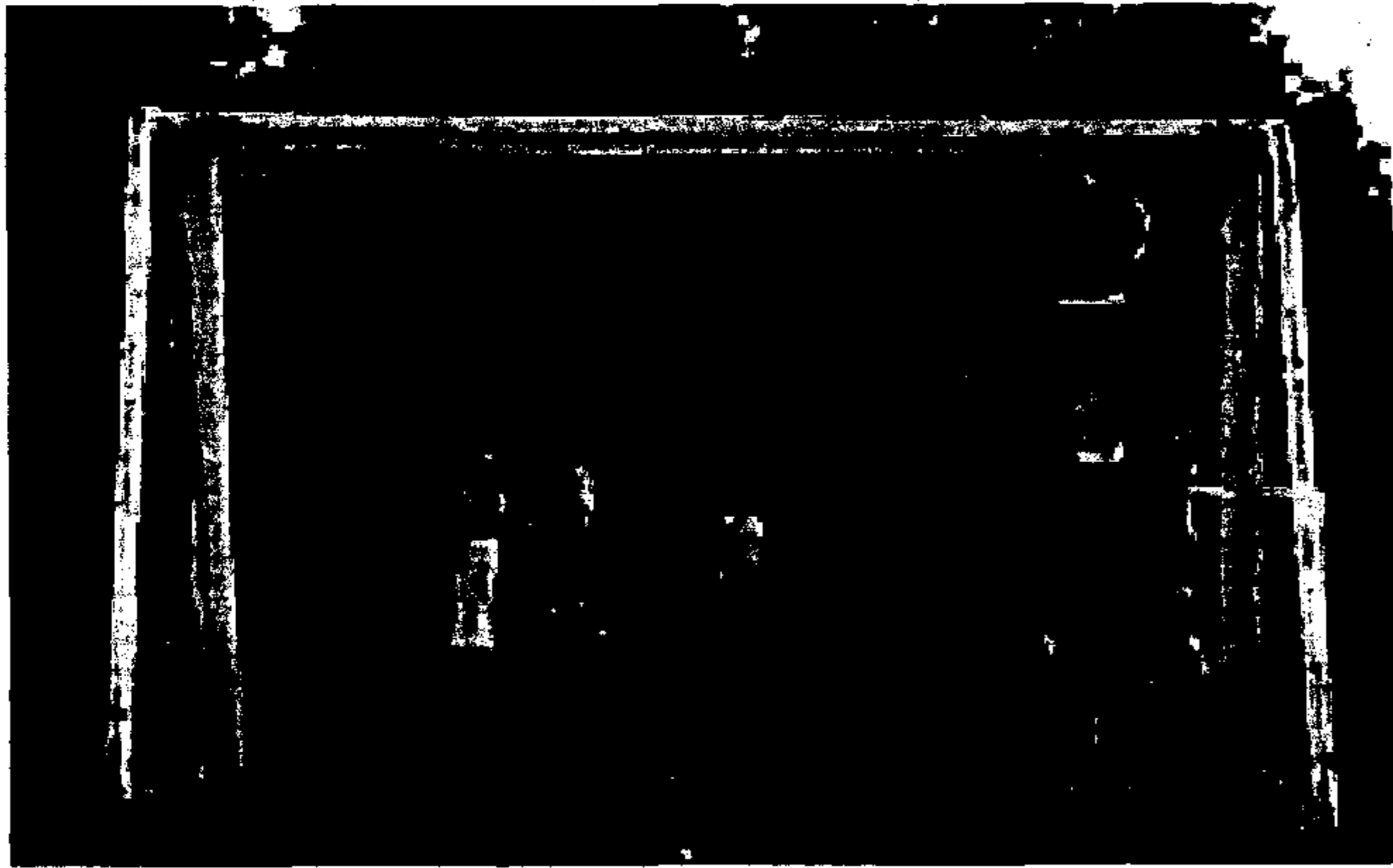
SUSTAINABILITY STANDARDS



**Diagram of B**



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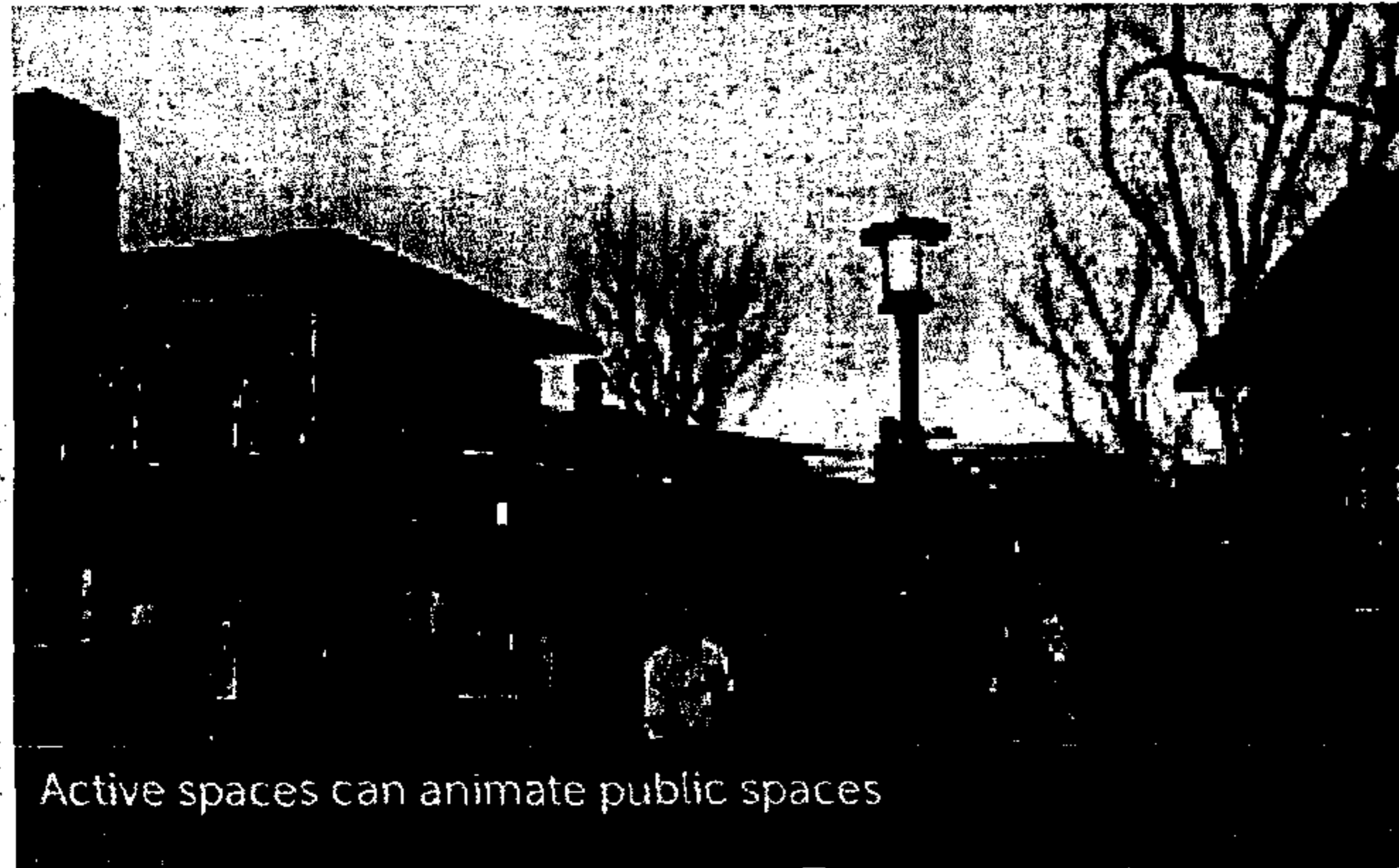
### Access to Surrounding Vicinity

**Intent:**

Provide direct and safe connections for pedestrians, bicyclists, and drivers to local destinations and neighborhood centers.

**Commitment:**

The Village at Obey Creek will feature at least one through street at the project boundary every 1200 feet or at existing abutting street intervals. These connections will provide convenient access to US 15-501, Southern Village, and the town of Chapel Hill.



### Access to Public Spaces

**Intent:**

Provide a variety of open spaces close to work and home to encourage walking, physical activity and time spent outdoors.

**Commitment:**

Obey Creek will provide an abundance of open, public spaces. Three significant public spaces include Highland Park (approximately one acre), Overlook Park (approximately 1/2 acre), and the Wilson Creek Preserve, a natural forest (85 acres approximately) with hiking, biking, and walking trails.

### Access to Active Spaces

**Intent:**

Provide a variety of active spaces close to home to encourage walking, physical activity, and time spent outdoors.

**Commitment:**

All of the dwelling units at Obey Creek will comply with the following criteria:

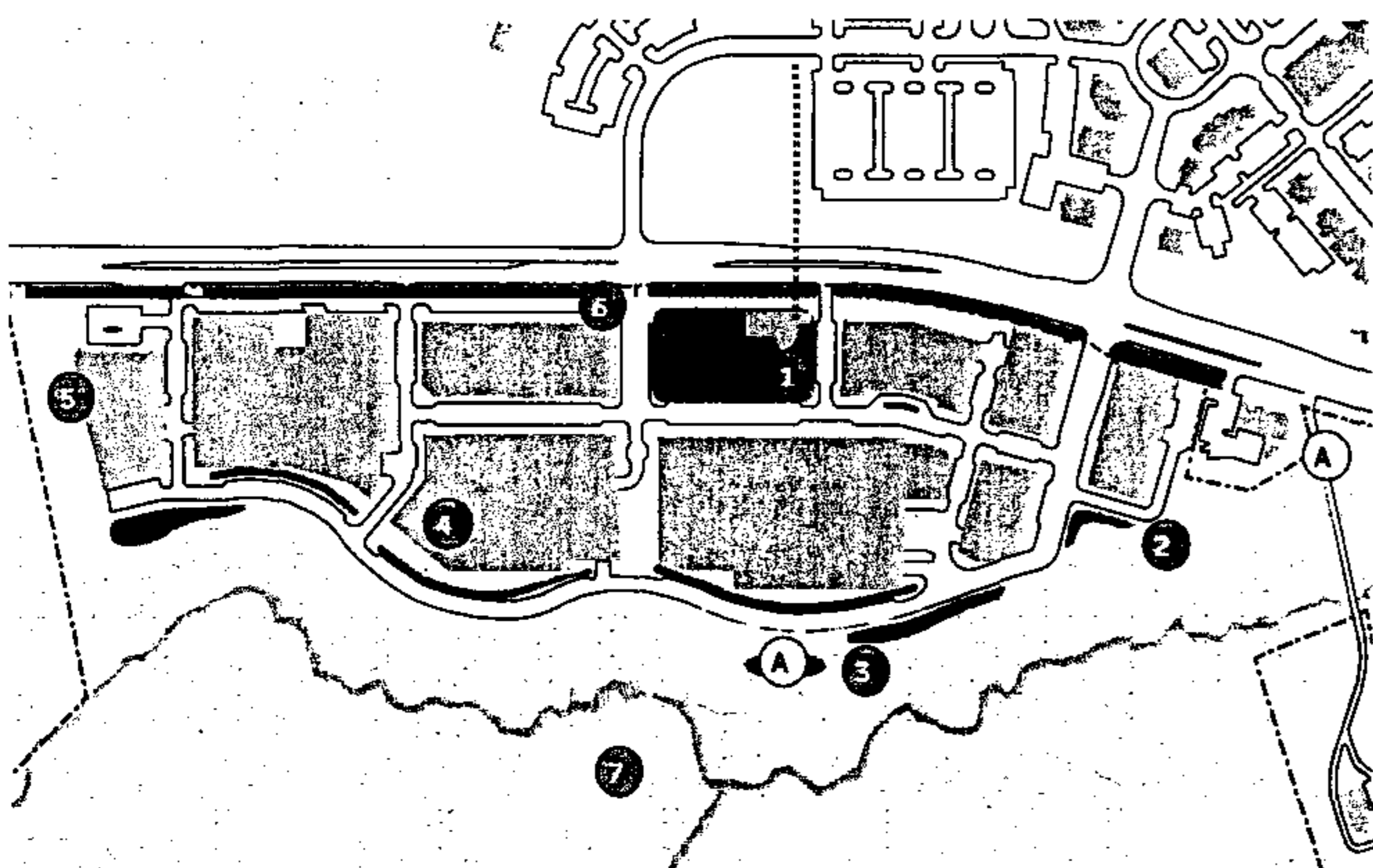
A. Located within 1/2 mile walking distance of general play fields, soccer, baseball, basketball, or other sports fields.

B. Located within 1/4 mile walking distance of a multi-use trail or Class I bikeway of at least 3 miles in length.

C. Located within 1/4 mile walking distance of a public recreation center, gym, or a park with active recreational facilities

SUSTAINABILITY STANDARDS

- 1 Highland Park
- 2 North Park
- 3 Overlook Park
- 4 Residential Green
- 5 Existing Natural Wooded Area
- 6 Pedestrian Buffer
- 7 Chapel Hill Preserve
- A Access Point





Universal Accessibility

**Intent:**

Enable the widest spectrum of people, regardless of age or ability, to more easily participate in their community by increasing the areas that are usable by people of diverse abilities.

**Commitment:**

All residential units will be designed to applicable codes and standards including FHA and other best practices. Universal accessibility provisions may include increased visual contrast and tactile surfaces for visually impaired residents, audible traffic signals and other warning devices, and universal design of hardware and built-in appliances within the dwelling units.



Local Food Production

**Intent:**

Promote community based and local food production to minimize environmental impacts from transporting foods long distances. Increase direct access to fresh foods.

**Commitment:**

The Village at Obey Creek will include provisions for farmer's markets, food trucks, and other local food and cultural events within Highland Park. The development may also include a grocer or supermarket that features locally sourced and organic foods.



SUSTAINABILITY STANDARDS



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# Green Construction and Technology



## Construction Activity Pollution Prevention

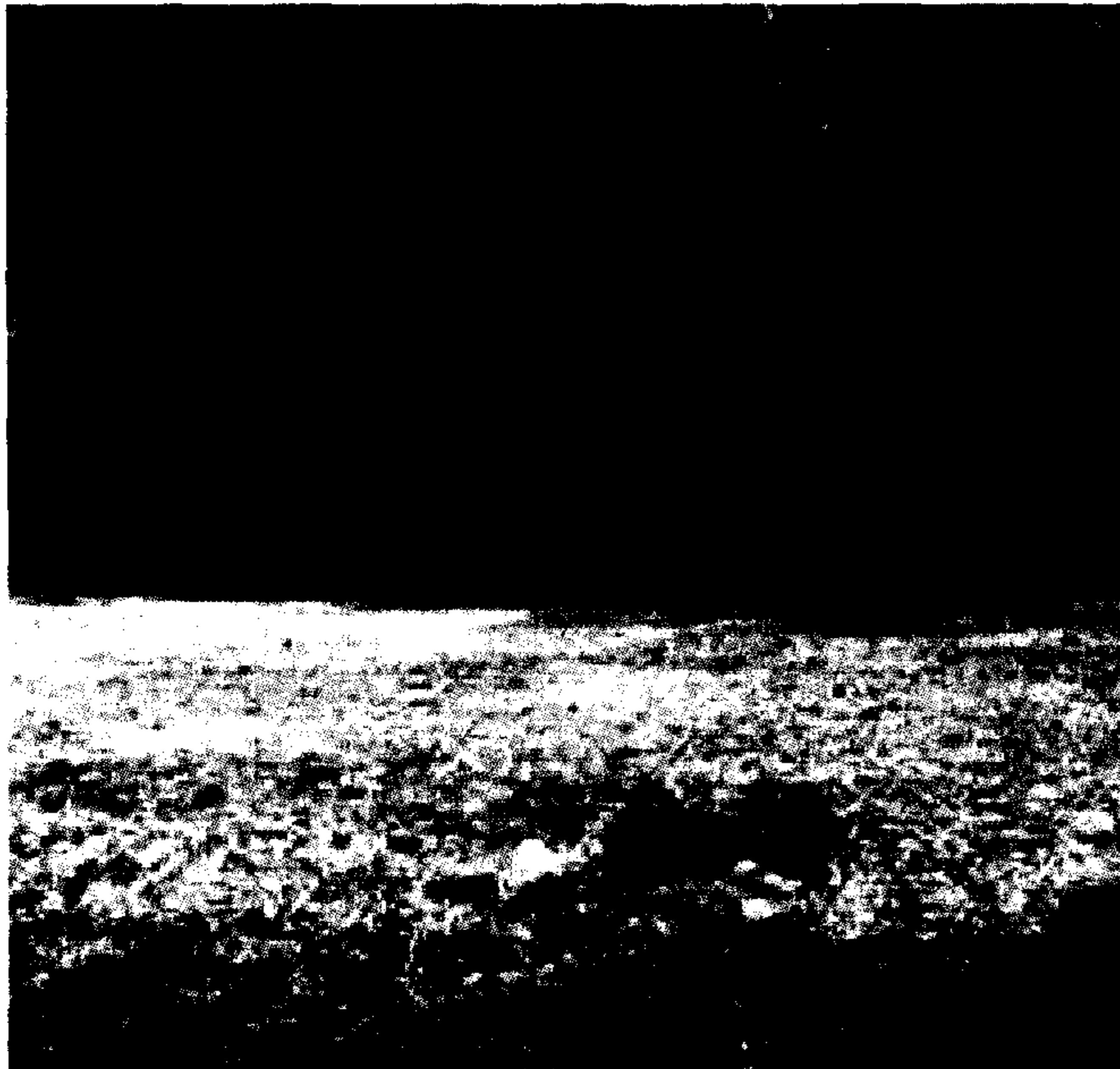
### Intent:

Reduce pollution from construction activities by controlling soil erosion, waterway sedimentation, and airborne dust generation.

### Commitment:

The Village at Obey Creek will create and implement an Erosion and Sedimentation Control (ESC) Plan for all construction activities associated with the project. The ESC Plan shall list the Best Management Practices (BMPs) employed and describe how the BMPs accomplish the following objectives:

- Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil by stockpiling for reuse.
- Prevent sedimentation of any impacted storm water conveyance systems or receiving streams.
- Prevent polluting the air with dust and particulate matter.





*LEED Certified Green Buildings*

**Intent:**

Encourage the design and construction of buildings to utilize green building practices.

**Commitment:**

The Village at Obey Creek will be designed to meet or exceed the requirements for the USGBC LEED Core and Shell, or LEED New Construction standards.



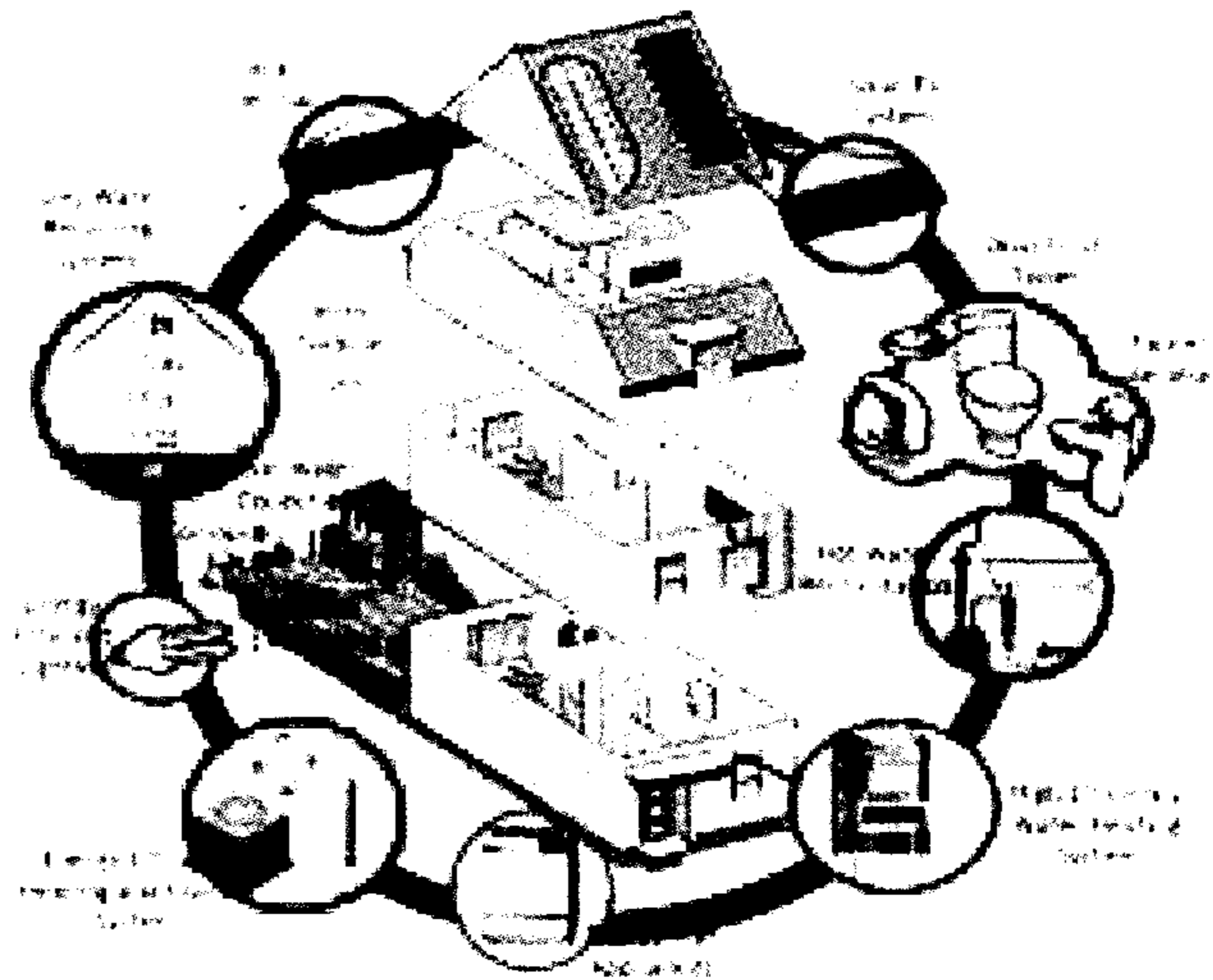
*Energy Efficiency in Buildings*

**Intent:**

Encourage the design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.

**Commitment:**

Design and construct at least 90% of all buildings in the Village at Obey Creek to demonstrate a minimum 20% improvement in the proposed building performance rating compared to the baseline building performance rating per ASHRAE/IESNA Standard 90.1-2010.



SUSTAINABILITY STANDARDS





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#### Heat Island Effect

**Intent:**

Reduce heat islands to minimize impact on microclimate and human and wildlife habitat.

**Commitment:**

The Village at Obey Creek will place a minimum of 75% of off-street parking spaces under cover (defined as underground, under deck, under roof, or under a building). Any roof used to shade or cover parking will follow the prescribed guidelines.

Low-Sloped Roof (less than or equal to 2:12) SRI=78

Steep-Sloped Roof (greater than or equal to 2:12) SRI=29

#### Infrastructure Energy Efficiency

**Intent:**

Reduce air, water, and land pollution from energy consumption.

**Commitment:**

The Village at Obey Creek will purchase any street lights, water and wastewater pumps and treatment systems that are included as part of the project to achieve a 15% annual energy reduction beyond an estimated baseline energy use for the infrastructure.



LED and full cutoff light fixtures can reduce energy consumption and light pollution while still creating a safe, festive atmosphere.



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### Recycled Content in Infrastructure

**Intent:**

Use recycled materials to reduce the environmental impact of extraction and processing of virgin materials.

**Commitment:**

Use the indicated recycled materials in all the following applications, if present in the project.

For roadways, parking lots, sidewalks, and curbs (above-ground structured parking and underground parking are exempt from this requirement):

- Any aggregate base and aggregate sub base shall be at least 90% by volume recycled aggregate materials such as crushed Portland cement, concrete, and asphalt concrete.
- Any asphalt base shall be a minimum 15% by volume recycled asphalt pavement.
- Any asphalt concrete pavement shall be a minimum 15% by volume recycled asphalt pavement
- Any Portland cement concrete pavement shall contain recycled mineral admixtures to reduce by at least 25% the concrete mix's typical Portland cement content, a minimum of 10% by volume reclaimed concrete material aggregate.

Piping made of Portland cement concrete shall contain recycled mineral admixtures to reduce by at least 25% the concrete mix's typical Portland cement content.

SUSTAINABILITY STANDARDS



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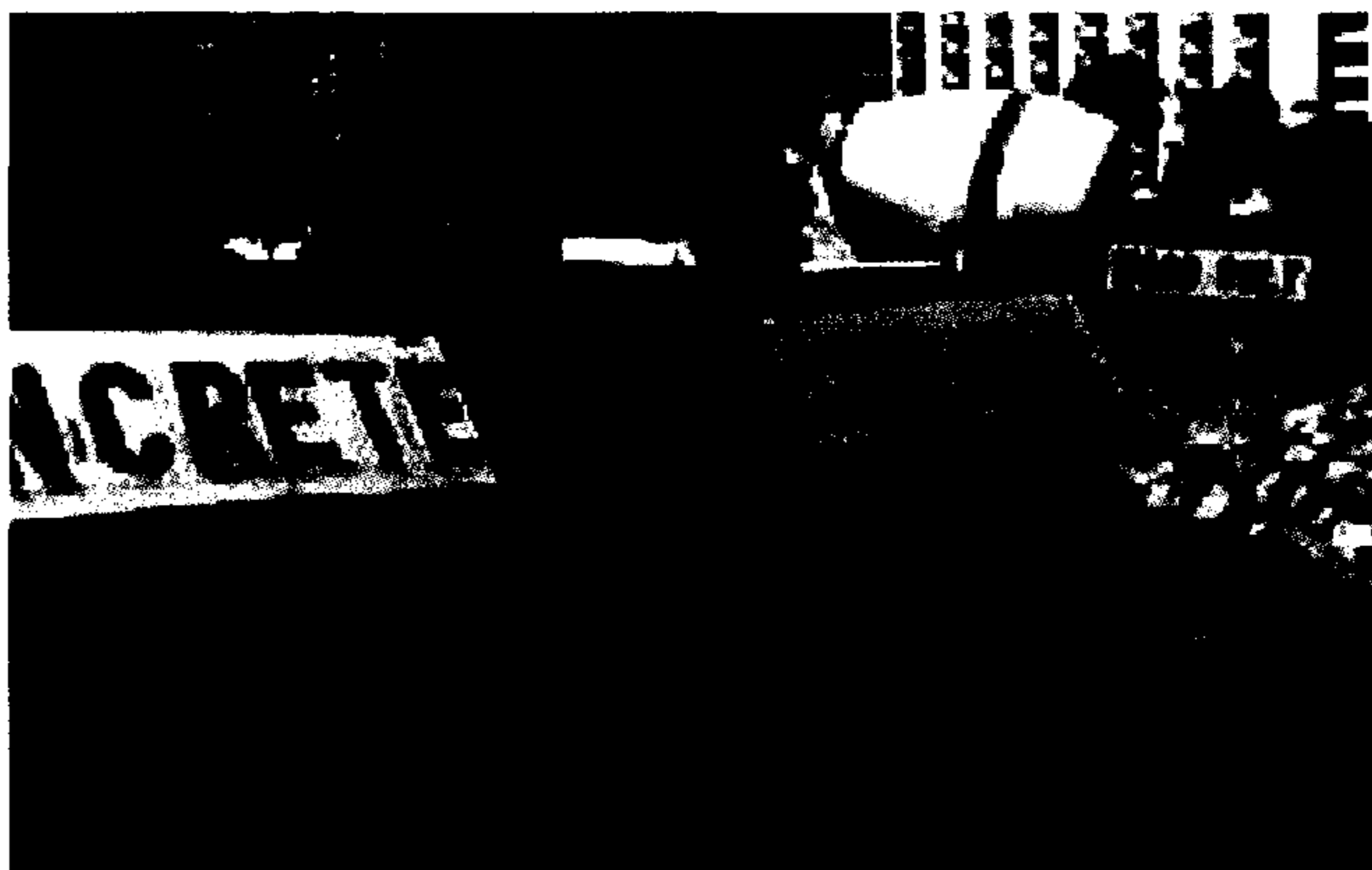
### Construction Waste Management

**Intent:**

Divert construction and demolition debris from disposal in landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.

**Commitment:**

The Village at Obey Creek is committed to recycle and/or salvage at least 50% of non-hazardous construction and demolition debris. A construction waste management plan will be developed that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be stored on-site or commingled.



### Comprehensive Waste Management

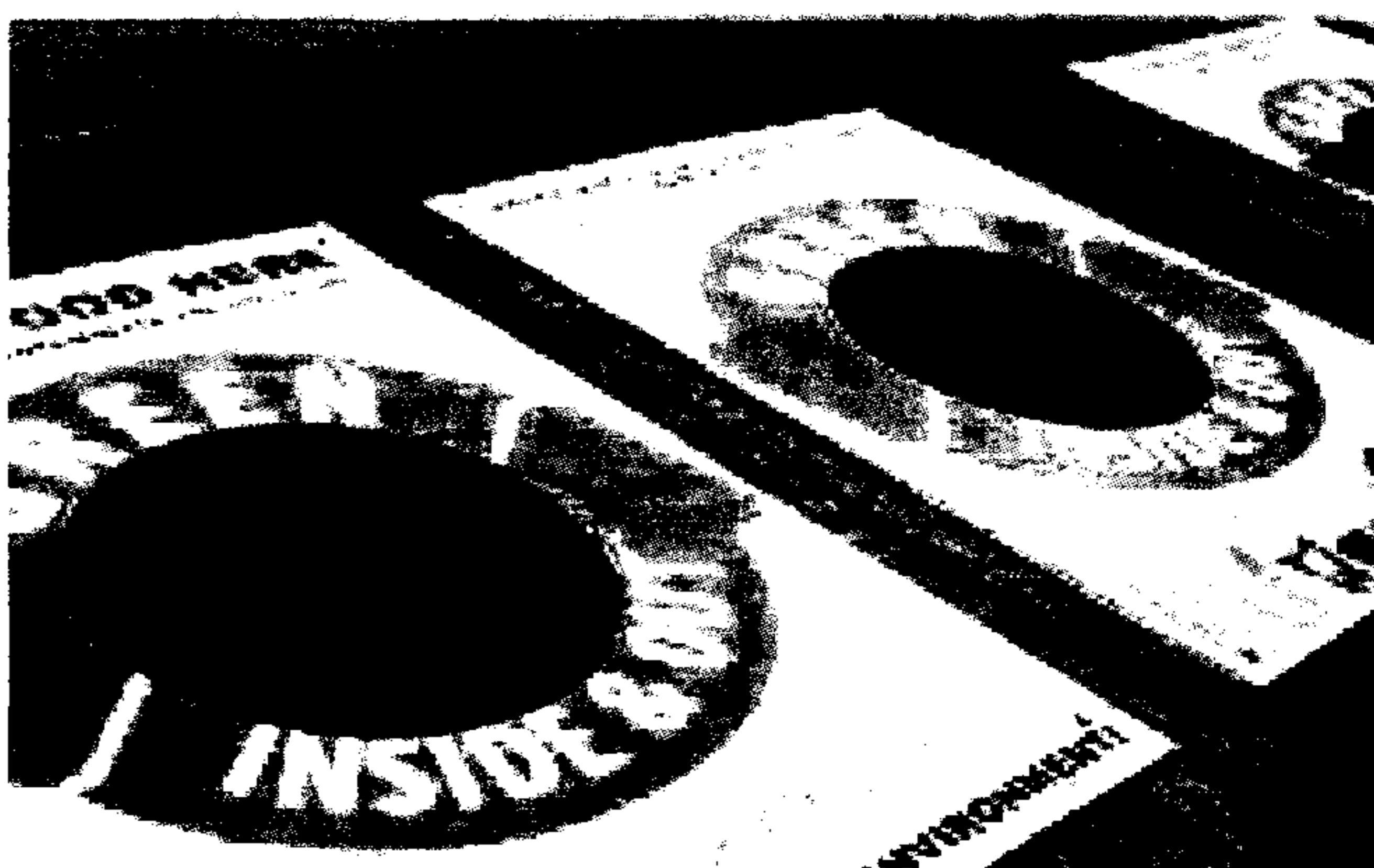
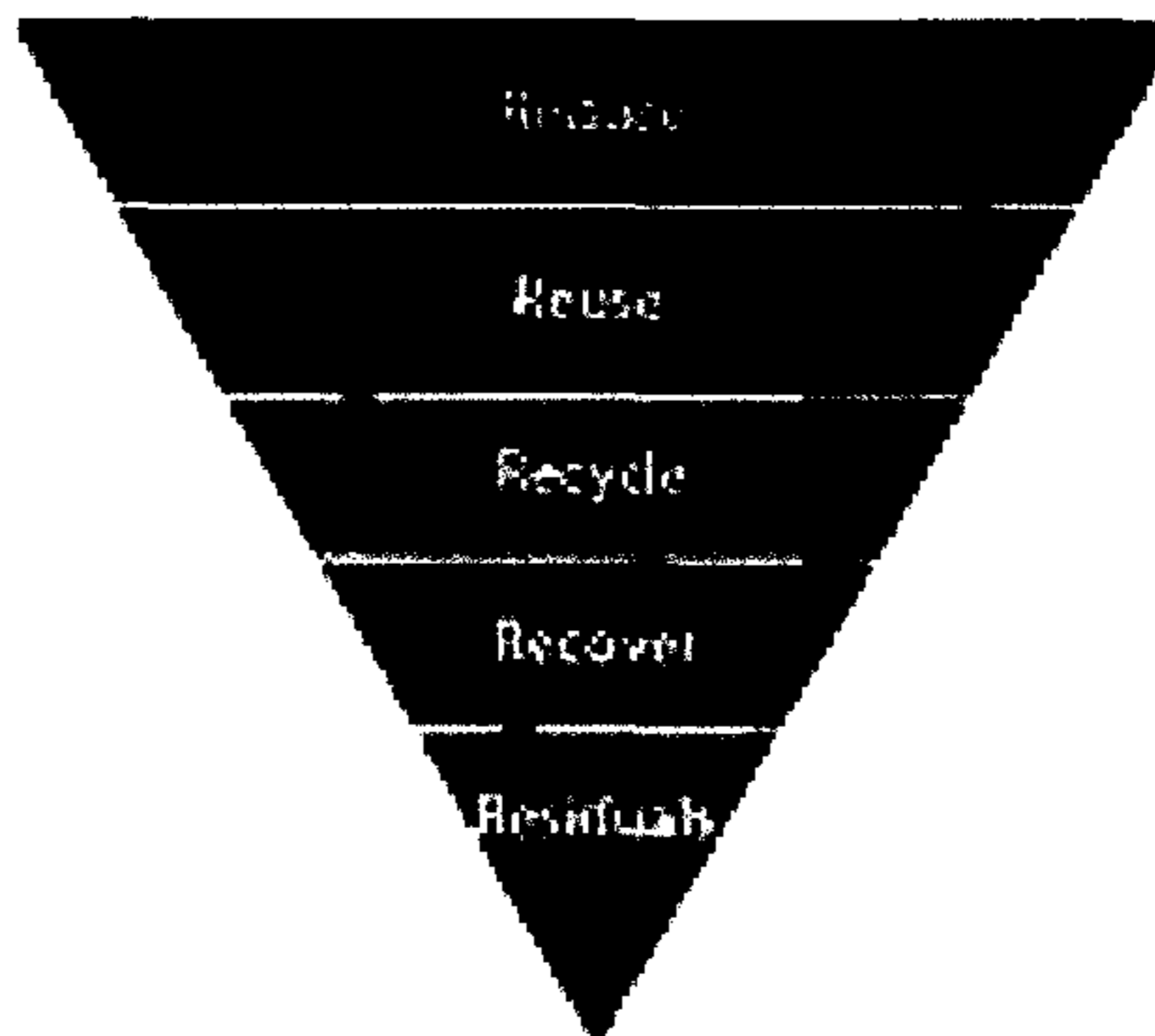
**Intent:**

Reduce the waste hauled to and disposed of in landfills. Promote proper disposal of office and household hazardous waste streams.

**Commitment:**

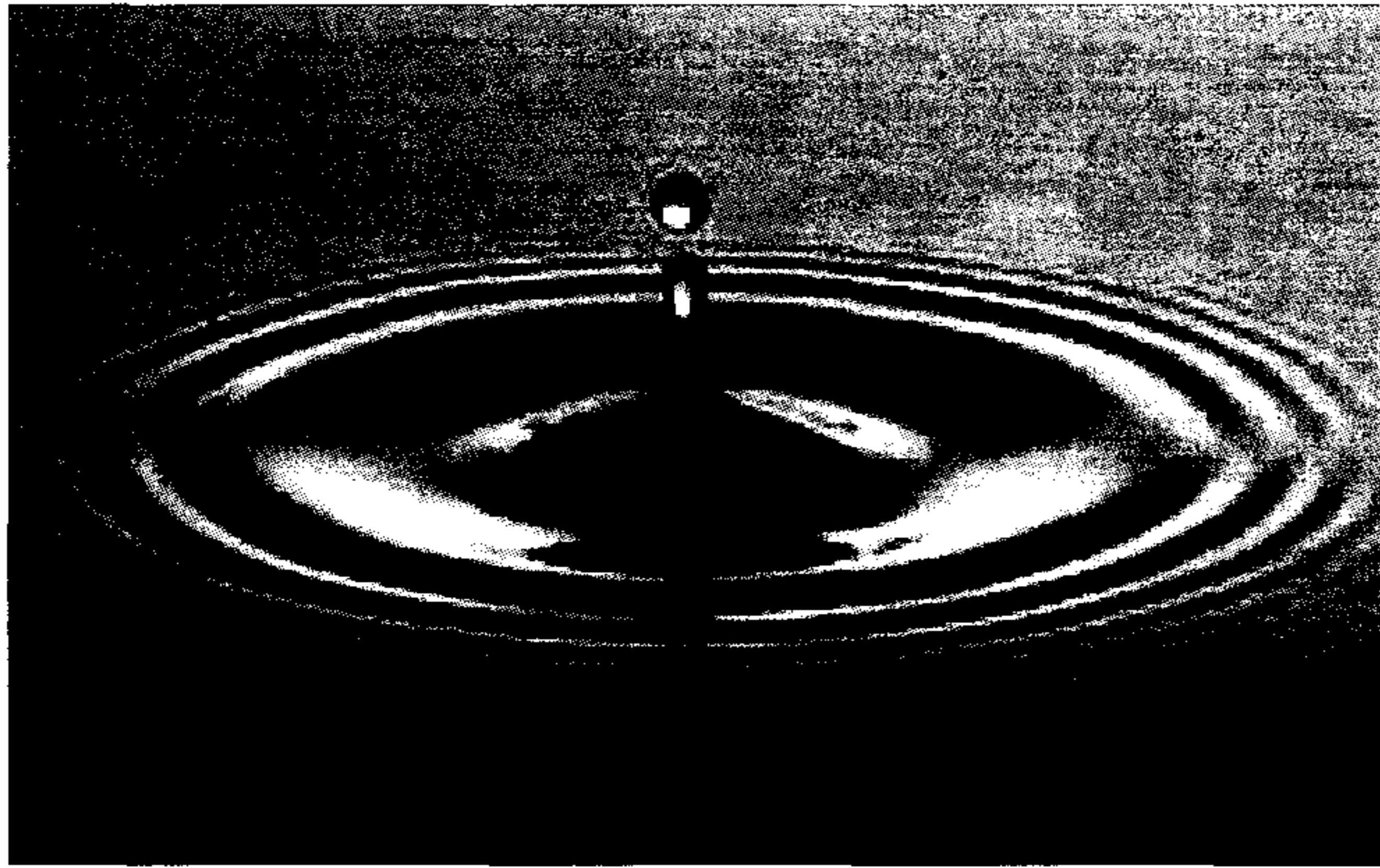
The Village at Obey Creek will provide the following elements as part of their commitment to the reduction of hauled waste and proper disposal of materials.

- Include at least one drop-off point as part of the project available to all project occupants for office or household potentially hazardous wastes such as paints, solvents, oil, and batteries;
- Include at least one recycling or reuse station as part of the project available to all project occupants dedicated to the collection and storage of materials for recycling including, at a minimum, paper, corrugated cardboard, glass, plastics, and metals.
- Include at least one compost station as part of the project available to all project occupants dedicated to the collection and composting of food wastes;





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#### Reduced Water Use

**Intent:**

Minimize water use in buildings and for landscape irrigation to reduce the impact to natural water resources and reduce the burden on municipal water supply and wastewater systems.

**Commitment:**

At least 90% of all buildings in the Village at Obey Creek will be designed and constructed to meet the following requirements and strategies in support of reducing the impact to natural water resources and the burden on the municipal water supply and wastewater systems.



- The average flow rate for all lavatory faucets must be  $\leq 2.0$  GPM.
- The average flow rate for all shower heads must be  $\leq 2.0$  GPM.
- The average flow rate for all toilets, including dual-flush toilets, must be  $\leq 1.3$  GPF.

#### Minimize Site Disturbance Through Site Design

**Intent:**

Preserve existing tree canopy, native vegetation, and pervious surfaces while encouraging high density, smart growth communities.

**Commitment:**

The Village at Obey Creek and Wilson Creek Preserve will minimize site disturbance to clear less than 40% of the total site area, and preserve the existing tree canopy, native vegetation, and pervious surfaces on the undisturbed area.





### Minimize Site Disturbance During Construction

**Intent:**

Conserve existing natural areas and protect trees to provide habitat and promote biodiversity.

**Commitment:**

The area of proposed development has been surveyed for rare and specimen trees per the Town's Tree Protection Ordinance. The proposed conceptual plan minimizes impact to the tree canopy. No champion trees exist within the proposed development footprint.



### Stormwater Management

**Intent:**

Reduce adverse impacts on water resources by mimicking the natural hydrology of the Village at Obey Creek, including groundwater recharge. Reduce pollutant loadings from stormwater discharges, reduce peak flow rates to minimize stream channel erosion, and maintain the biological integrity of Wilson Creek.

**Commitment:**

Implement a comprehensive stormwater management plan for the project that infiltrates, re-uses, or evapotranspires a specified amount of rainfall from the development footprint and other areas that have been graded so as to be effectively impervious. Strategies to reduce rooftop runoff by use of Stormwater planters, or infiltration planters and rain harvest systems will be used to collect and transport runoff through gutters and downspouts so that the water can be reused in the buildings or for landscape irrigation.





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Utilize full cutoff fixtures throughout

### Light Pollution Reduction

**Intent:**

Minimize light trespass from site, reduce sky-glow to increase night sky access, improve nighttime visibility through glare reduction, and reduce development impact on nocturnal environments.

**Commitment:**

The Village of Obey Creek will commit to exterior lighting in shared areas as required for safety and comfort as outlined below, and required by NCDOT lighting standards for allowable trespass along 15-501.

#### Dark (Wilson Creek Preserve)

Design exterior lighting so that all site and building mounted luminaries produce a maximum initial illuminance value no greater than 0.01 horizontal and vertical footcandles at the site boundary and beyond.

#### Low Town House and Senior Living Areas

Design exterior lighting so that all site and building mounted luminaries produce a maximum initial illuminance value no greater than 0.10 horizontal and vertical footcandles at the site boundary and no greater than 0.01 horizontal footcandles 10 feet beyond the site boundary.

#### Medium Commercial, High-Density Residential

Design exterior lighting so that all site and building mounted luminaries produce a maximum initial illuminance value no greater than 0.20 horizontal and vertical footcandles at the site boundary and no greater than 0.01 horizontal footcandles 15 feet beyond the site.

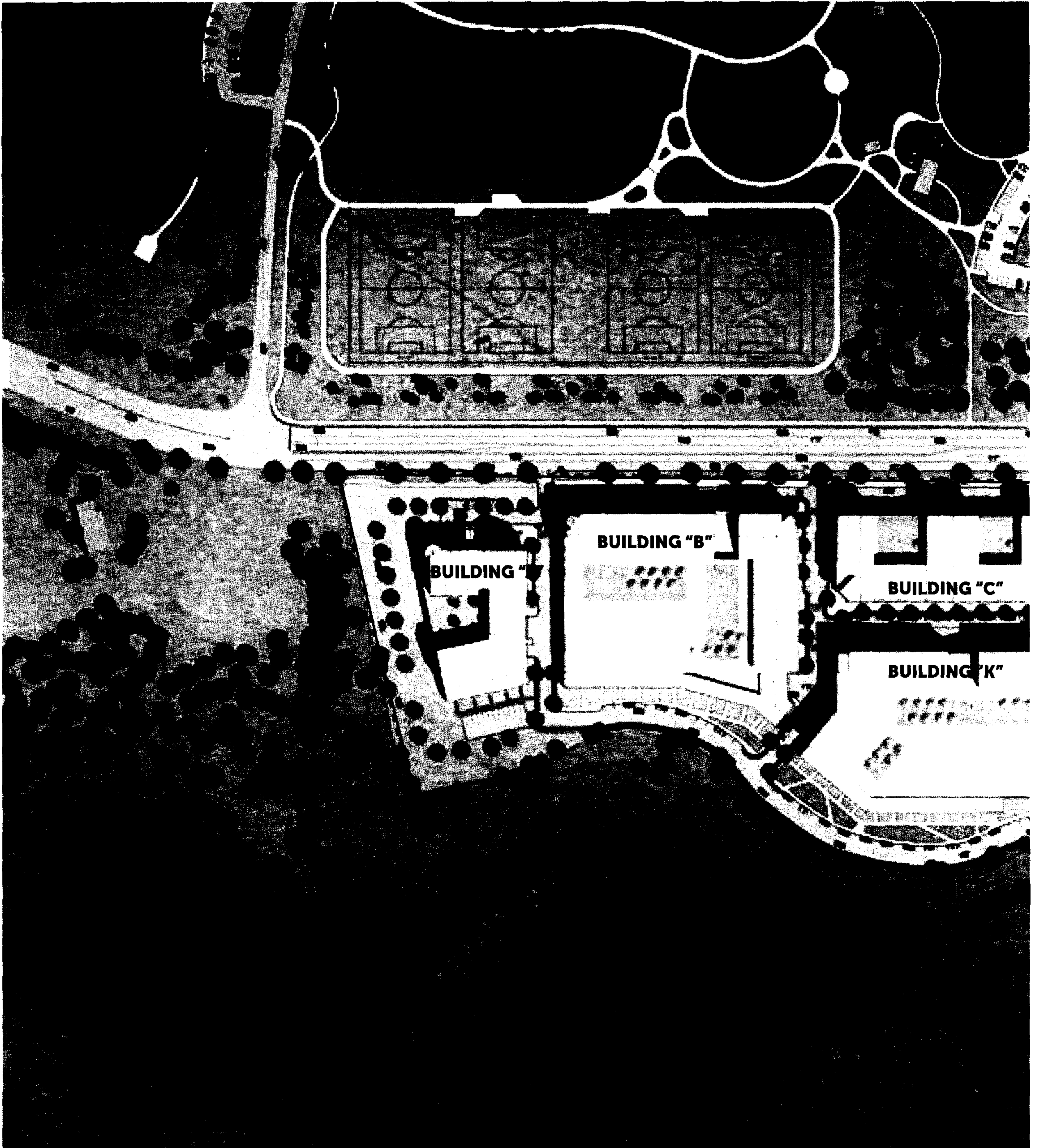
SUSTAINABILITY STANDARDS



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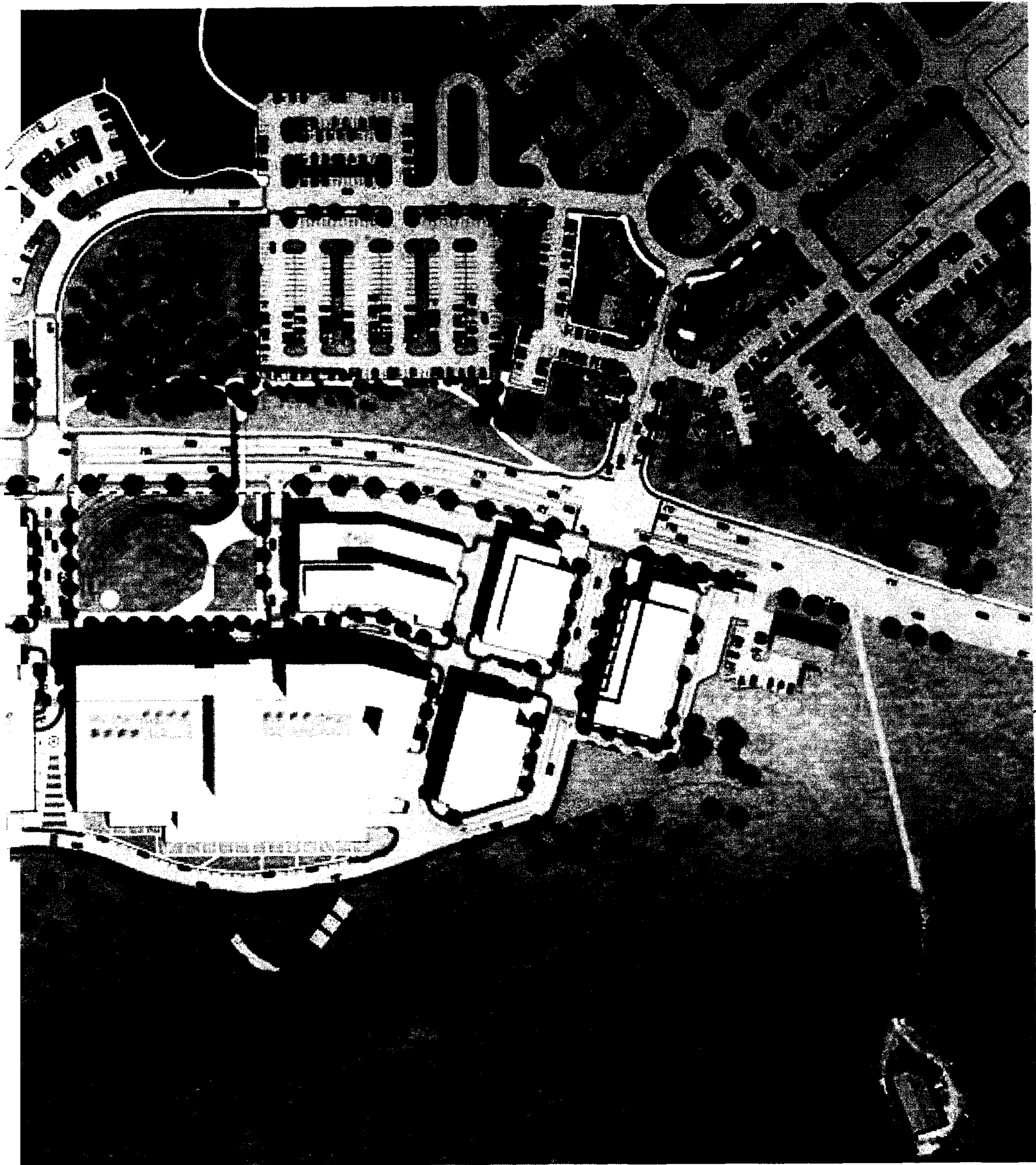
# Exhibit H: Illustrative Plan

(All building footprints within the development are conceptual and subject to revision)





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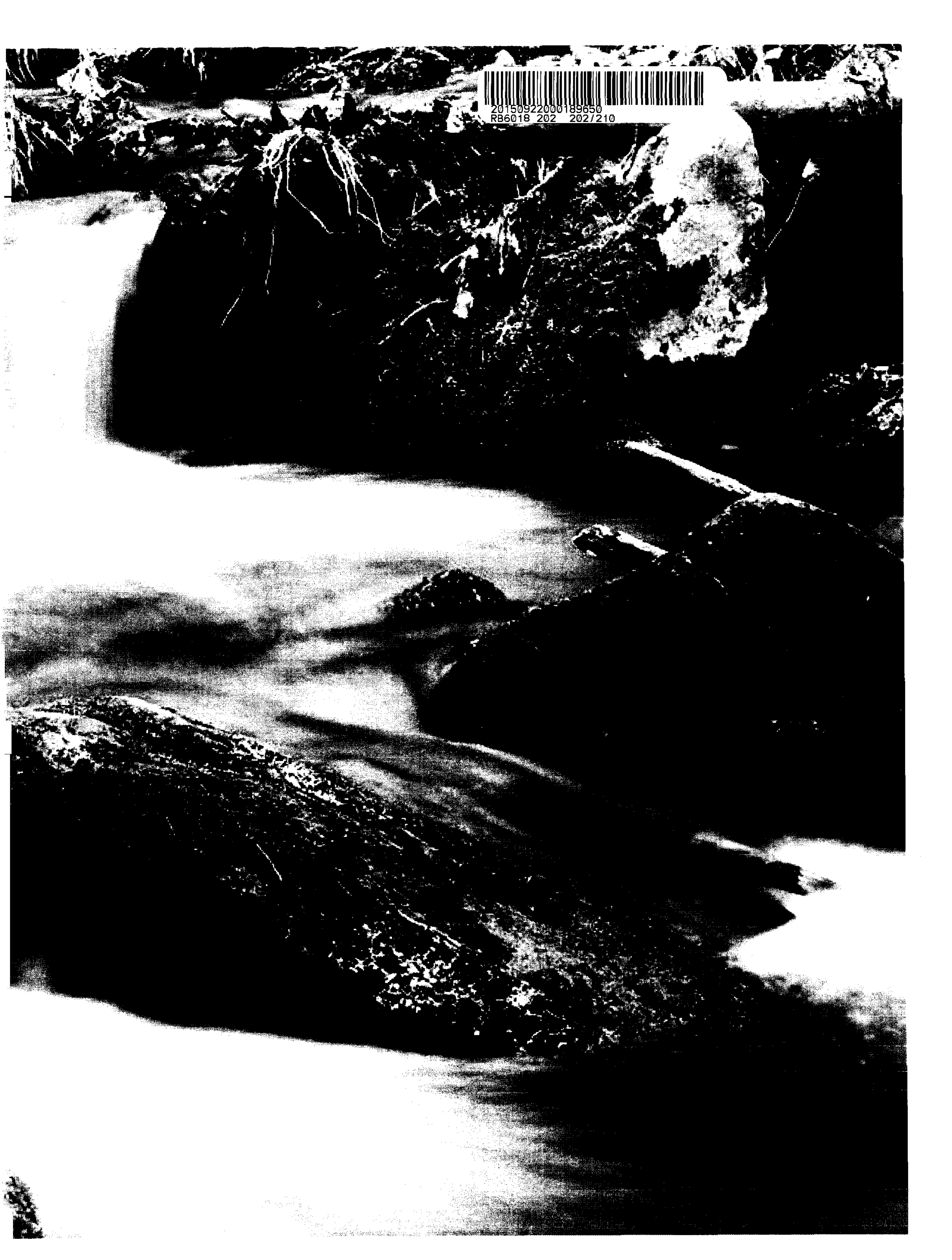


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# glossary of terms

The following is a glossary of terms as they are typically employed within this document. These terms, when capitalized, should be applied according to the definitions listed below.

**Articulation** Architectural forms, features or details that sub-divide either Building forms or facades and create a sense of variation and moderating scale that is smaller than the entire Building or facades.

**Bay Window** A projection in the floor plan defined by a glazed bay with either perpendicular or angled sides that provides variation in the facade.

**Bird Friendly Glass** Windows or glass in an opening in a wall that is divided by one or more mullions and has a low reflectivity (not mirrored). Additional features may include an etched or fritted pattern applied to the glass to reduce transparency.

**Block** The land composed of a single or multiple lots bounded by public ways or streets.

**Buffering** The provision of open space as a mediating element between uses.

**Buildings** For the limited purposes of applying these Design Guidelines, the term "Buildings" employed in this document includes any parking structure that extends above grade along any elevation and all other Buildings as normally defined within the Zoning Bylaw.

**Building Envelope** The three-dimensional space within which a structure is permitted to be built on a zoning lot, and which is defined by setback and height regulations.



**Building Height Limitation (Primary)** The maximum height allowed for any structure located at the minimum setback required for such a structure.

**Building Height Limitation (Secondary)** The absolute maximum height allowed for any structure.

**Community Character** The distinguishing identity or elements of a place, neighborhood or part of town.

**Connectivity** The capacity for pedestrians, bicyclists and vehicular traffic to readily and conveniently move to and from different destinations in a manner that supports mixed-use development. Connectivity may be provided through well designed and attractive physical connections, roads, paths, spaces, bikeways, signage, visual links, lighting or other elements.

**Design Standards** A set of criteria established to guide certain aspects of site development, such as site planning and building design, in order to protect and enhance the character of the area where the development is taking place.

**Free Soil** on-site or imported soil amended to incorporate compost with a maximum compaction of 85%.

**Impervious Surface** A surface composed of any material that impedes or prevents the natural infiltration of water into the soil.

**Mixed Use** A development project or zoning classification that provides for more than one use or purpose within a shared building or development area.

**Monolithic Architecture** Monolithic Buildings are those with an architecture composed of a single, integral and unarticulated architectural form and facades.

**Neutral Pier** A solid structural element on the facade used to hide structural columns and act as a divider between tenants. No alterations to the pier are allowed without landlord approval.

**Obey Creek Project Area** The entire land area of the Obey Creek Project within Chapel Hill jurisdiction and subject to these design guidelines.

**Open Space** Land devoted to uses characterized by vegetative cover or water bodies, that may include

agricultural uses, meadows, parks, recreational areas, lawns, gardens, trails, ponds and streams

**Pedestrian-Orientation** The provision of safe sidewalks, paths and street crossings that include street furniture, patterns and types of uses and amenities that create an environment conducive to pedestrian movement between destinations and that provides a practical and attractive alternative relative to vehicular modes of travel.

**Prototype Facade** A Building composed to be iconic and emblematic of the business behind the facade. Such designs are repetitive to achieve the "branding" that can be accomplished through the use of ubiquitous designs. The intention in the Obey Creek project is not to be an assemblage of large iconic and branded facades. Rather, the intent is to provide a unique design of the elements and composition that creates compatibility and continuity of the architectural elements. The architectural expression should be recognizably different from prototype facades represented by at least 2 other examples constructed for the same tenant in other locations. If other prototypes have not been brought to the attention of the town staff at the time of approval, it will be deemed acceptable by these guidelines. This definition is not meant to preclude the creative use of facades or architectural elements that may be associated with the companies (such as awnings, materials or special features), as long as they are consistent with all other design guidelines and are clearly distinct from other prototypes as described above.

**Screening** Screening either diminishes or removes the visibility of a Building, street or structure from a defined vantage point or location.

**Setback** The horizontal distance between the curb line or interior lot line of a zoning lot and any structure on such zoning lot, measured perpendicularly to the curb or lot line.

**Site Signage** Site signage are all of those signs within the Obey Creek Project Area that are generally intended to provide wayfinding, orientation, information and identification. They do not include signs provided for public safety or roadway directions.

**Structural Soil** soil and aggregate mix of approximately 80%/20% ratio design for supporting tree growth in urban conditions.



**Tenant Control Zone** An area directly outside a tenant up to the property line. Used for amenities, outdoor seating or displays with landlord approval.

**Towers** Architectural elements that extend facade features above the cornice line for decorative purposes. Towers may not contain occupiable floor space above the highest floor permitted in a Building or parking structure, but may contain open volumes, skylights and other features connected to the floor below.

**Transit Access Points** Transit access points are those locations where pedestrians may directly connect to transit. These consist of bus stops, shuttle stops, etc.

**Transparency** Transparency refers to the transparency of windows or glazing from the exterior not including mullions, supports, piers or other opaque or translucent materials. Shaded, frosted or reflective glazing will not be considered transparent. Transparency may provide visibility into the interiors of Buildings or to lighted display cases that are at least 24" deep. For ground levels of facades, the percentage of transparency is calculated by measuring the area of the glazing along the first floor between the sidewalk and 10 feet above the adjacent grade.

**Urban Design** The composition of all of the physical elements within a planning area that is greater than any single project. The physical elements include such components as the buildings, structures, open space, streets, sidewalks, signage, and lighting that compose a planned district.



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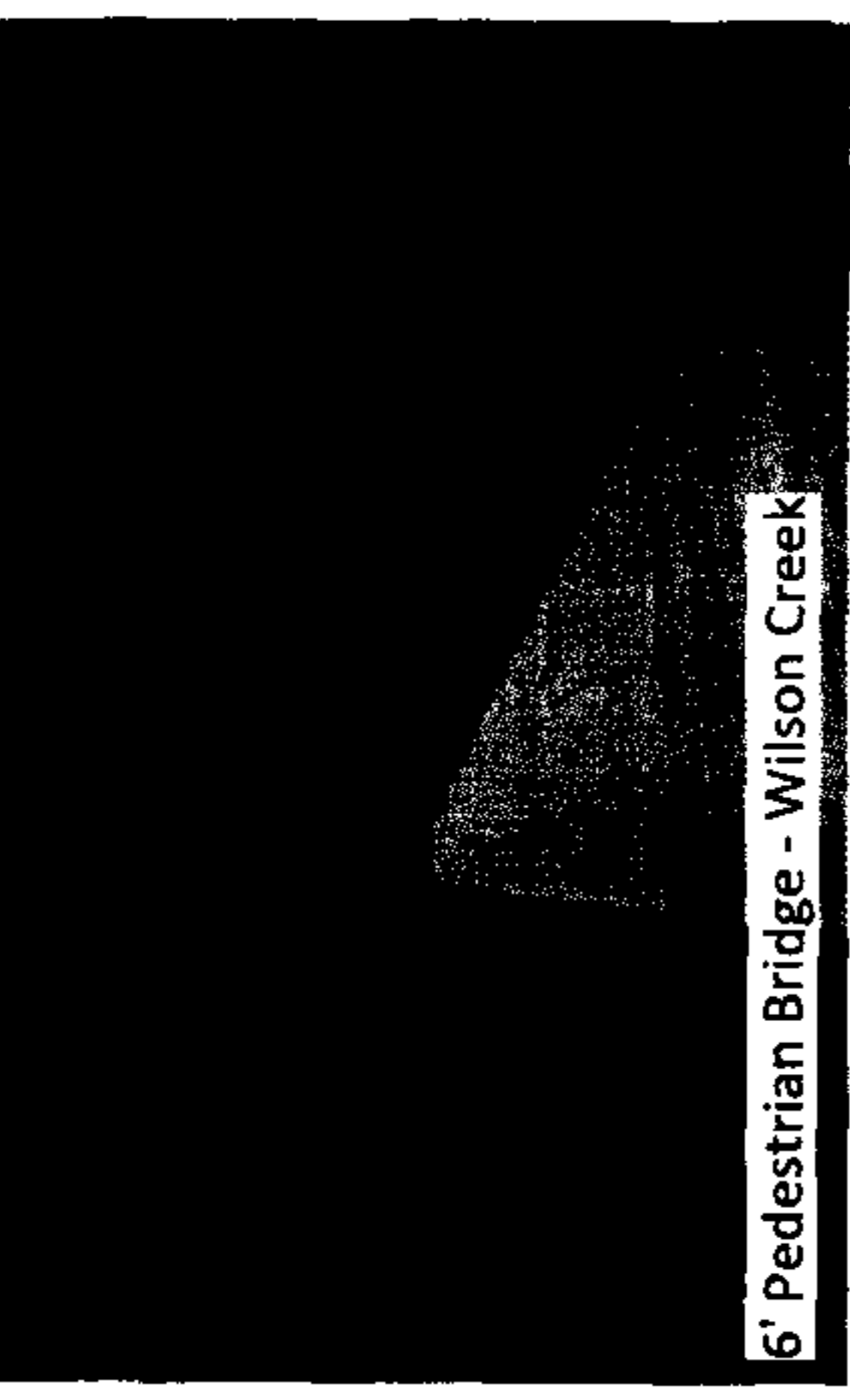
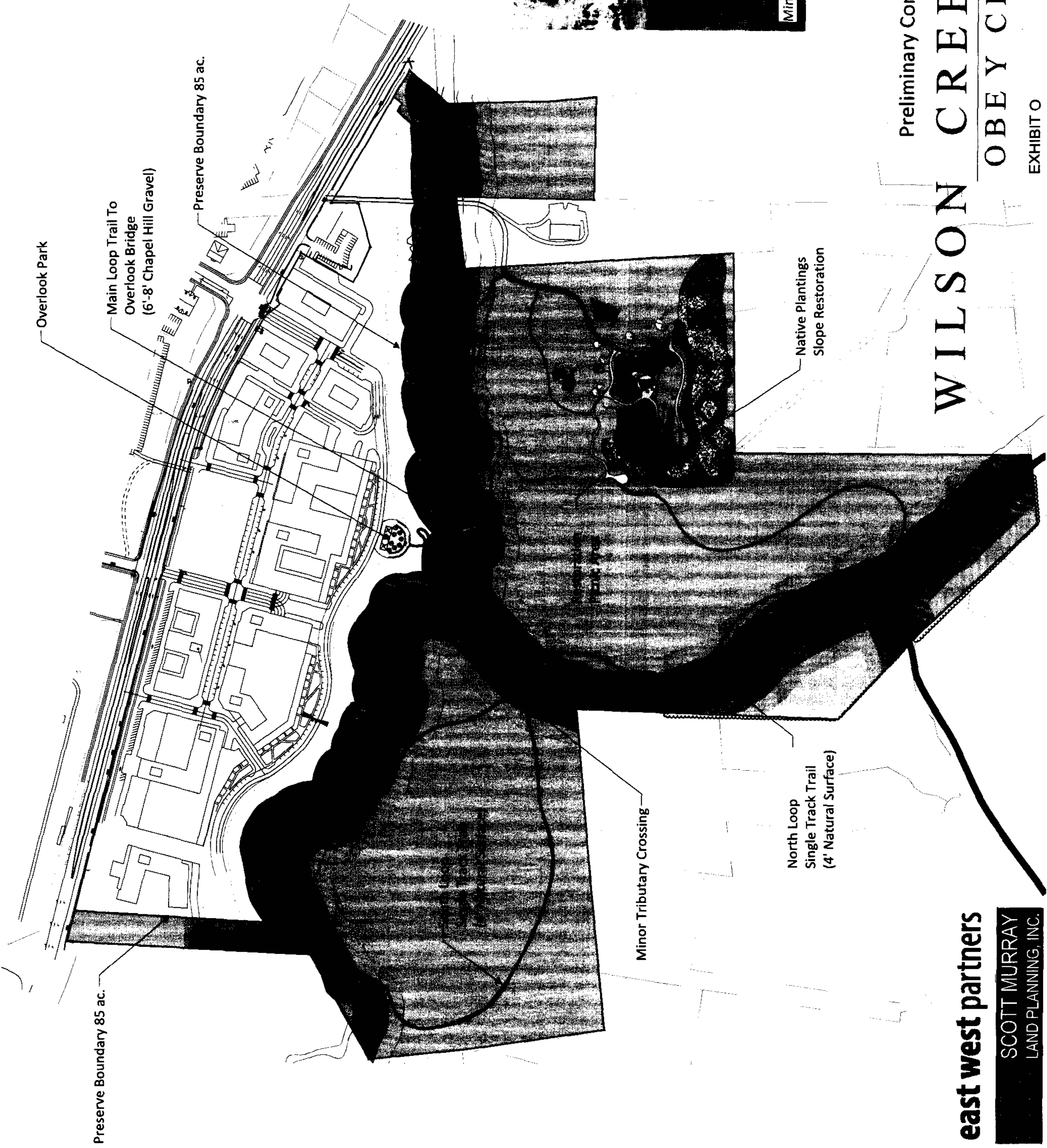
# relevant plans and ordinances

- Chapel Hill Development Agreement Process for Obey Creek
- Chapel Hill Land Use Management Ordinance (LUMO)
- Chapel Hill 2020 Comprehensive Plan
- Chapel Hill Greenway Master Plan (2013)
- Signage Requirements - Chapel Hill Land Use Management Ordinance (LUMO) Section 5.14 Signs
- NC DOT Complete Streets Planning & Design Guidelines
- AASHTO Guide for the Planning, Design, and Operation of Bicycle Facilities
- Leadership in Energy and Environmental Design (LEED) Green Building Rating System
- NACTO (National Association of City Transportation Officials)
- Urban Bikeway Guide and Urban Streets Design Guide
- ITE/CNU – Designing Walkable Urban Thoroughfares: A Context Sensitive Approach



Exhibit O: Wilson Creek Preserve Boundary

O



6' Pedestrian Bridge - Wilson Creek



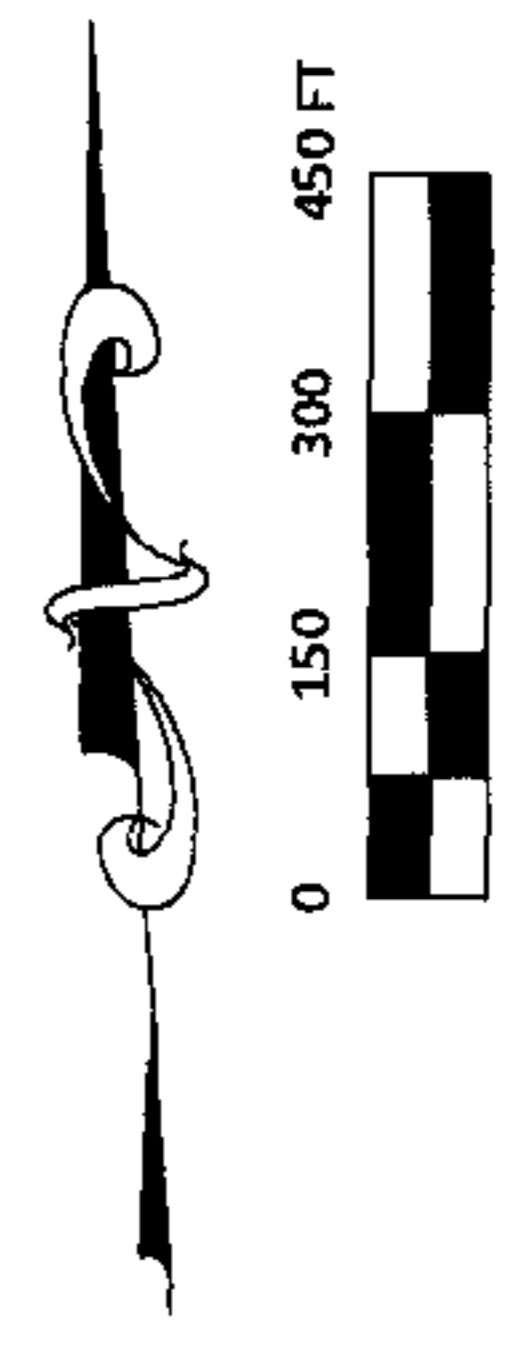
6'-12' Gravel/Natural Surface Trail



4' Natural Surface Single-Track Trail



Minor Tributary Crossing



Preliminary Concept

# WILSON CREEK PRESERVE

## OBEY CREEK

EXHIBIT O

April 1, 2015

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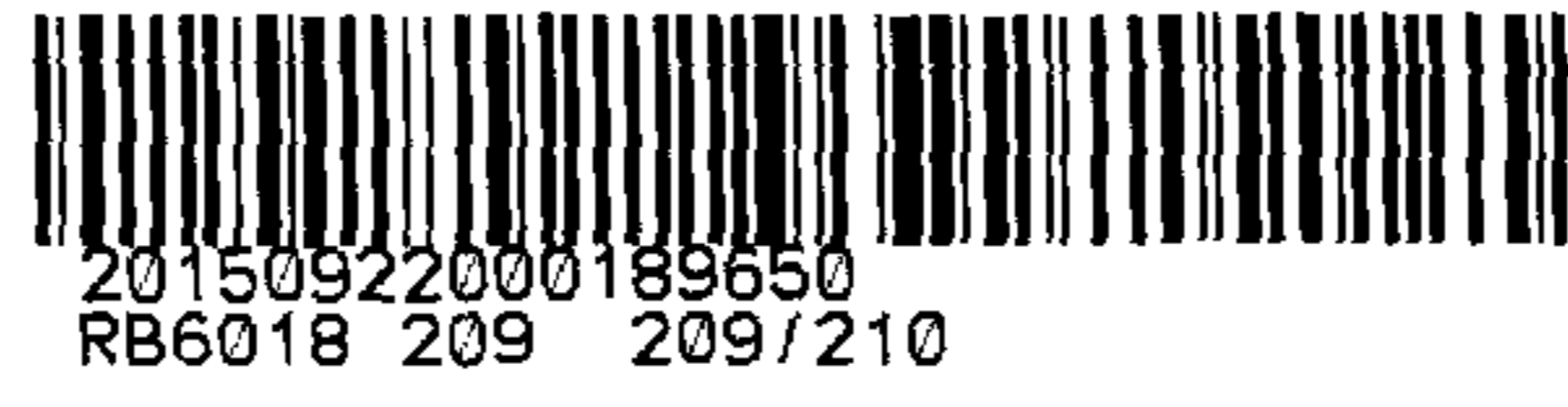
**east west partners**

**SCOTT MURRAY**  
LAND PLANNING, INC.





Exhibit P: Restoration Area Map

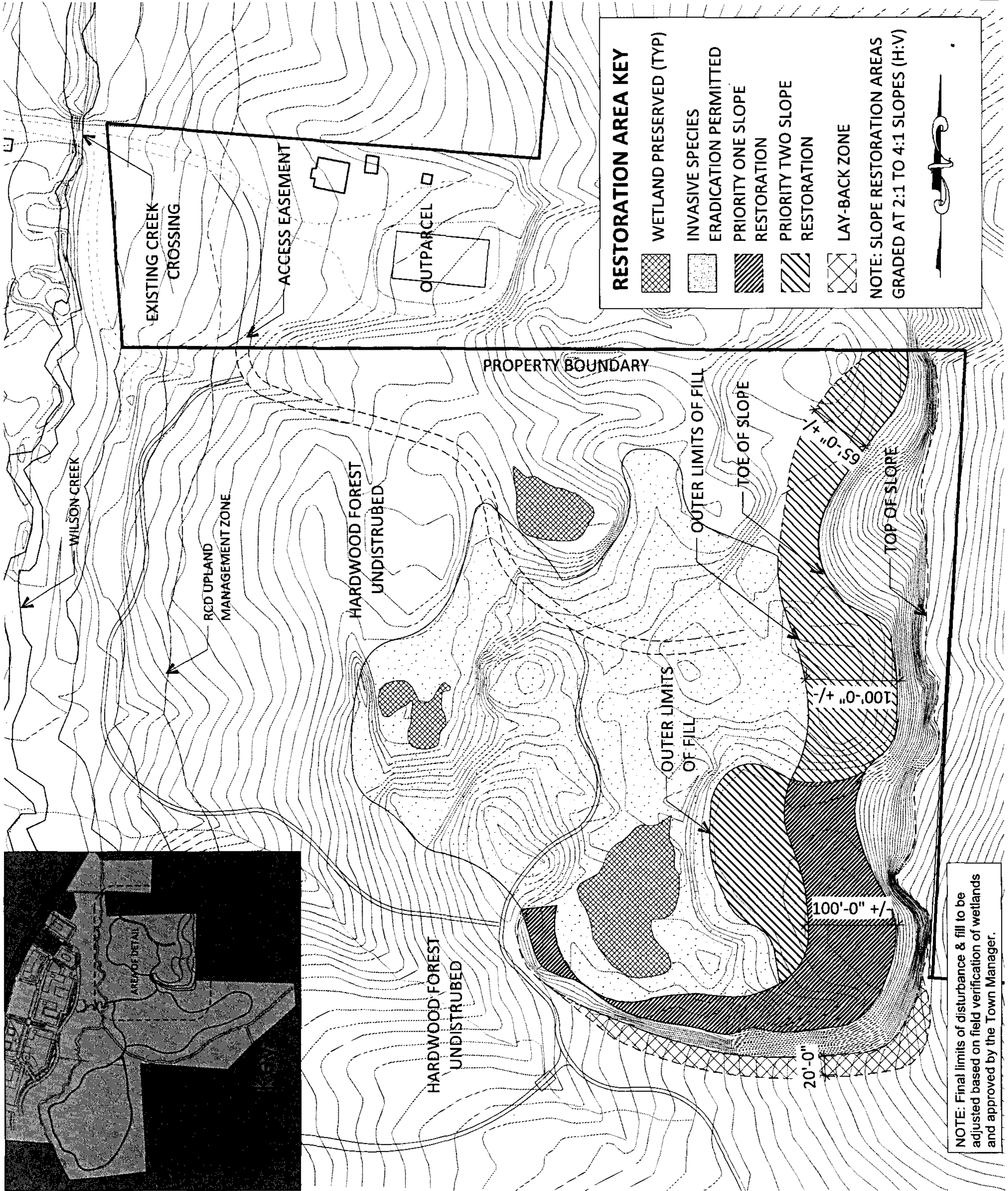


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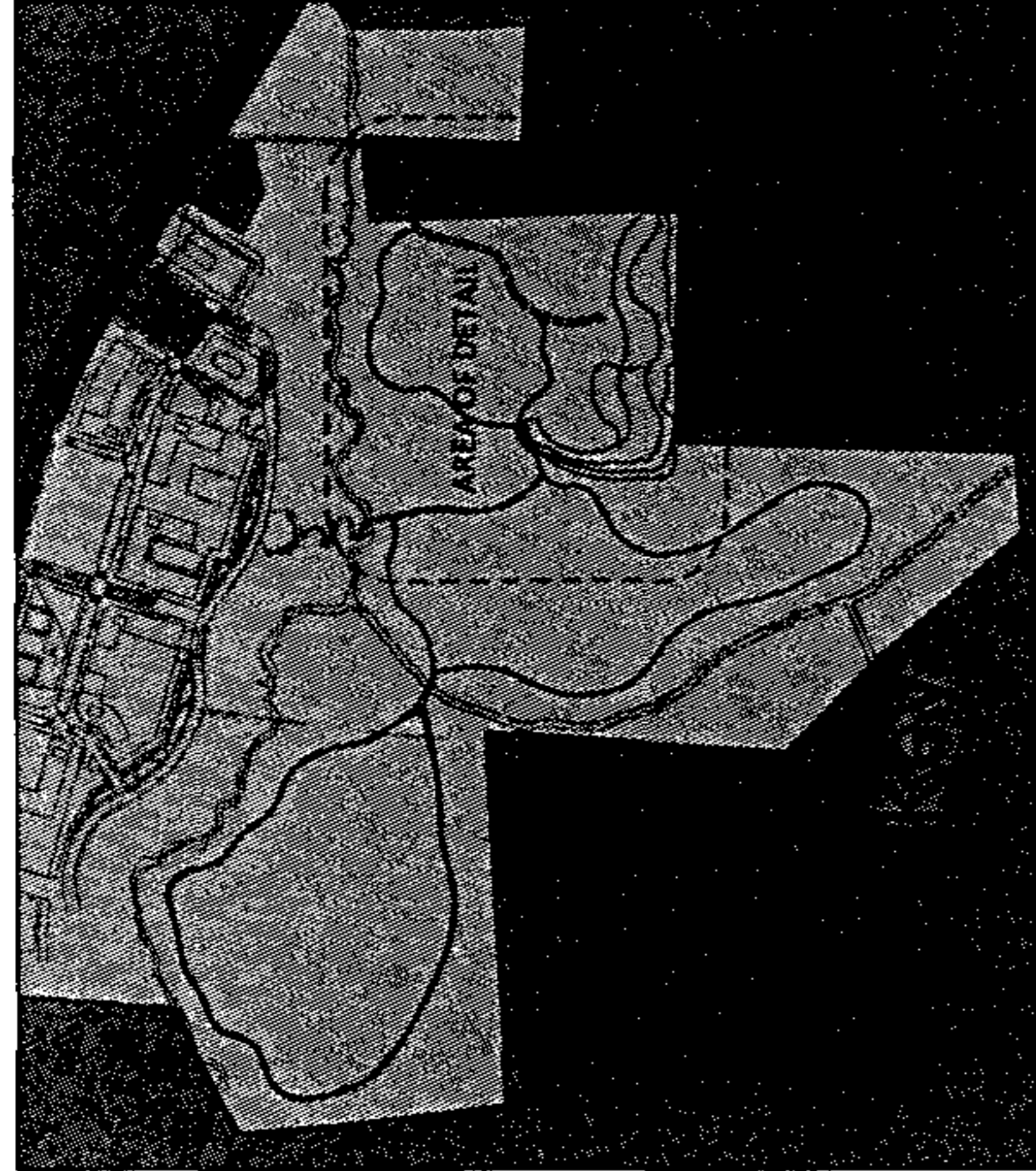
EXHIBIT P



**RESTORATION AREA KEY**

- WETLAND PRESERVED (TYP)
- INVASIVE SPECIES ERADICATION PERMITTED
- PRIORITY ONE SLOPE RESTORATION
- PRIORITY TWO SLOPE RESTORATION
- LAY-BACK ZONE

NOTE: SLOPE RESTORATION AREAS GRADED AT 2:1 TO 4:1 SLOPES (H:V)



NOTE: Final limits of disturbance & fill to be adjusted based on field verification of wetlands and approved by the Town Manager.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.