



**Site Development Data:**

- Acreage: ± 1.99 acres
- Tax Parcel #: 073-253-01
- Existing Zoning: I-1
- Proposed Zoning: I-1 PED-0
- Existing Uses: Institutional
- Proposed Uses: Uses as allowed by right and under prescribed conditions together with accessory uses, all as allowed in the I-1 and PED zoning districts.
- Maximum Building Height: The maximum allowed building height will be 200' as set forth in Section 2 below; building height will be measured as defined by the Ordinance.
- Parking: As required by the Ordinance.

**1. General Provisions:**

a. **Site Location.** These Development Standards and the Technical Data Sheet and other graphics set forth on attached Sheets form this rezoning plan (collectively referred to as the "Rezoning Plan") associated with the Rezoning Petition filed by Magnus Capital Partners ("Petitioner") in connection with development on an approximately 1.99 acre site located at 935 South Summit Avenue (the "Site").

b. **Zoning Districts/Ordinance.** Development of the Site will be governed by the Rezoning Plan, which includes these Development Standards and the associated Optional Provisions set forth below, as well as the applicable provisions of the City of Charlotte Zoning Ordinance (the "Ordinance"). Unless the Rezoning Plan establishes more stringent standards, the regulations established under the Ordinance for the I-1 and PED zoning classifications together with the Optional Provisions shall govern all development taking place on the Site.

c. **Graphics and Alterations.** The schematic depictions, as applicable, of the uses, parking areas, sidewalks, structures and buildings, building elevations, driveways, streets/roads, open space and other development matters and site elements (collectively the "Development/Site Elements") that may be set forth on the Rezoning Plan shall be reviewed in conjunction with the provisions of these Development Standards. The layout, locations, sizes and formulations of the Development/Site Elements that may be depicted on the Rezoning Plan are graphic representations of the Development/Site Elements proposed. Changes to the Rezoning Plan not anticipated by the Rezoning Plan will be reviewed and approved as allowed by Section 6.207 of the Ordinance. Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provide for flexibility in allowing some alterations or modifications from the graphic representations of the Development/Site Elements. Therefore, there may be instances where minor modifications will be allowed without requiring the Administrative Amendment Process per Section 6.207 of the Ordinance. These instances would include changes to graphics if they are:

- i. expressly permitted by the Rezoning Plan (if a modification is expressly permitted by the Rezoning Plan it is deemed a minor modification); or
- ii. minor and don't materially change the overall design intent depicted on the Rezoning Plan.

The Planning Director, or designee, will determine if such minor modifications are allowed per this amended process, and if it is determined that the alteration does not meet the criteria described above, the Petitioner shall then follow the Administrative Amendment Process per Section 6.207 of the Ordinance; in each instance, however, subject to the Petitioner's appeal rights set forth in the Ordinance.

d. **Number of Buildings Principal and Accessory.** The total number of principal buildings to be developed on the Site will be limited to one (1). Accessory buildings and structures located on the Site shall not be considered in any limitation on the number of buildings on the Site. Accessory buildings and structures will be constructed utilizing similar building materials, colors, architectural elements and designs as the principal building(s).

**2. Optional Provisions:**

The following Options Provisions shall apply to the Site:

- a. To allow structured parking that is not designed and/or used for active uses on the ground floor.
- b. To allow a maximum building height of 200'.
- c. To eliminate the requirement to screen parking on the ground level of a structured parking facility if necessary to meet floodplain regulations.

**3. Permitted Uses, Development Area Limitations:**

a. The Site may be developed with uses as allowed by right and under prescribed conditions, together with accessory uses, as allowed in the I-1 and PED zoning districts and by the Optional Provisions contained herein except for the following prohibited uses:

- Amusement, outdoors.
- Animal crematoriums.
- Automotive repair garages.
- Automotive sales and repair, including tractor-trucks.
- Automotive service stations.
- Boat and ship sales and repair.
- Car washes.
- Contractor offices and accessory storage, excluding the storage of construction material.
- Distributive businesses.
- Farms, including retail sales of products grown on premises.
- Manufactured housing repair.
- Manufactured housing sales.
- Recycling centers, including drop-off centers.
- Warehousing, within an enclosed building.
- Abattoirs.
- Adult establishments.
- Beneficial fill sites.
- Building material sales, retail, and wholesale.
- Crematory facilities.
- Demolition landfills.
- Equipment rental and leasing.
- Fence and fence materials, retail and wholesale.
- Jails and prisons.
- Land clearing and inert debris landfills.
- Manufacturing (light) uses
  - o Alcoholic beverages, up to 5,500 square feet.
  - o Bakery products.
  - o Batteries.
  - o Beverages.
  - o Boat and ship building.
  - o Brooms and brushes.
  - o Burial caskets.
  - o Candy and confectionery products.
  - o Cigarettes, cigars and chewing tobacco
  - o Communications equipment
  - o Costume jewelry and notions
  - o Dairy products
  - o Electrical lighting and wiring equipment
  - o Electric components and accessories
  - o Electronic equipment
  - o Fabricated metal products
  - o Grain mill products
  - o Household audio and visual equipment
  - o Household appliances
  - o Ice
  - o Jewelry, silverware, and plated ware
  - o Measuring and controlling devices
  - o Meat products, excluding slaughtering and dressing
  - o Medical instruments and supplies
  - o Musical instruments
  - o Ophthalmic goods
  - o Pens, pencils, office and art supplies
  - o Pharmaceuticals
  - o Plastic products
  - o Preserved fruits and vegetables
  - o Pumps
  - o Search and navigation equipment
  - o Signs
  - o Toys and sporting goods
  - o Watches, clocks, watchcases and parts
- Nursery/greenhouses, retail and wholesale.
- Petroleum storage facilities with a storage capacity of no more than 200,000 gallons.
- Raceways and dragstrips.
- Tire recapping and retreading.

**4. Access, Parking and Transportation:**

- a. Access shall be provided as generally depicted on Sheet RZ-01 subject to CDOT approval in accordance with customary standards and not to be unreasonably withheld or delayed.
- b. The Petitioner will improve Summit Avenue and Bryant Street to add on-street parking as generally depicted on the Rezoning Plan and subject to CDOT approval in accordance with customary standards and not to be unreasonably withheld or delayed. The improvements described in this Section 4.b. shall be substantially completed prior to the issuance of the first certificate of occupancy for the building subject to the Petitioner's ability to post a bond for any improvements not in place at the time of the issuance of the first certificate of occupancy.
- c. The Petitioner will dedicate via fee simple conveyance or by easement grant any additional right-of-way located on Site as generally indicated on the Rezoning Plan as right-of-way to be dedicated, the additional right-of-way will be dedicated prior to the issuance of the first certificate of occupancy. If an easement approach is taken, the easement will be located a minimum of two (2) feet behind the sidewalk where feasible.

**4.A. Transit Reserved Corridor Provisions:**

This Section 4.A., including all subsections, shall be referred to as the "Reservation Provision." The Petitioner shall reserve (this "Reservation"), for the sole benefit of the City of Charlotte ("City") and solely for the purpose of the installation of one or more light-rail lines and associated facilities, a seventy foot (70') wide corridor (the "Transit Reserved Corridor") along the southern property boundary of the Site adjacent to Irwin Creek, as generally depicted on the Rezoning Plan. All such light-rail lines and associated facilities shall be located solely within the Transit Reserved Corridor. This Reservation shall not make the Petitioner responsible for constructing, or for bearing any of the costs of constructing, any light-rail lines or associated facilities constructed within the Transit Reserved Corridor, nor shall this Reservation relieve the City of any responsibilities for constructing any light-rail lines or associated facilities, including responsibility for obtaining all necessary permits or approvals for that construction and for removing all improvements within the Transit Reserved Corridor that must be removed for that construction (except for any improvements that constitute a violation of this Reservation Provision, which the Petitioner must remove pursuant to subsection b. of this Reservation Provision). The Reservation shall be further governed by the terms and conditions set forth below:

a. Unless and until the Reservation expires per the terms of this Reservation Provision or the City otherwise consents in writing to deviations, the Petitioner may perform, or may permit to be performed, only the following construction, installation, and development activities within the Transit Reserved Corridor, and no others: (i) clearing and grading work and (ii) installation and maintenance of pavement, driveways, sidewalks, surface parking areas, landscaping, and comparable non-vertical improvements. Without limiting the foregoing, and for clarification only, unless and until the Reservation expires per the terms of this Reservation Provision or the City otherwise consents in writing to deviations, the Petitioner may not place, develop, construct, install, or maintain (or allow others to place, develop, construct, install, or maintain) any part of any of the following within the Transit Reserved Corridor: (x) buildings or other vertical structures, (y) utility lines or facilities, or (z) detention facilities or other stormwater collection or control facilities with exception of any stormwater conveyance facilities required for site drainage. And notwithstanding any other term of this Reservation Provision, under no circumstances shall the Petitioner place, develop, construct, install, or maintain (or allow others to place, develop, construct, install, or maintain) anything (including pavement, driveways, sidewalks, surface parking areas, landscaping, and other non-vertical improvements) within the Transit Reserved Corridor that, if the same were ever removed, would cause the Site or any part of it to violate any applicable law, ordinance, or regulation, including by example only any zoning or land use regulation. If anything is ever placed, developed, constructed, installed, or maintained within the Transit Reserved Corridor in violation of this Reservation Provision, the Petitioner shall promptly cause the same to be removed, all without the City bearing any costs or expenses for that removal and all without the City being liable to the Petitioner or to anyone else for any damages, expenses, losses, liabilities, compensation, or other costs or consequences that may result in any way from that removal; and this removal obligation of the Petitioner's shall survive the City acquiring some or all of the Transit Reserved Corridor. If anything is ever placed, developed, constructed, installed, or maintained within the Transit Reserved Corridor in violation of this Reservation Provision, in no event shall the City be deemed to have waived, consented to, or acquiesced in that violation, or to have waived any of its rights under this Reservation Provision, unless, and only to the extent that, a written waiver of that violation, signed by the City Manager, is delivered to the Petitioner.

b. The Reservation shall last for ten (10) years, beginning on the date of the City Council's final approval of the Rezoning (the "10-Year Period"). If, before the 10-Year Period expires, the City does not provide the Petitioner with a notification (the "Notification") that the City intends to acquire some or all of the Transit Reserved Corridor, the Reservation shall automatically expire and be of no further force and effect. The Notification shall be provided by each of the following means: (i) electronic mail notice to Petitioner's representative at the email address provided by Petitioner to City (in which case the notification shall be deemed provided on the date the email is sent), (ii) mailing the Notification to the last address for the Petitioner known to the City (in which case the Notification shall be deemed provided on the date it is mailed), and (iii) posting the Notification on the Site in a prominent manner, which the Petitioner irrevocably authorizes the City to do (in which case the Notification shall be deemed provided on the date it is posted). If, before the 10-Year Period expires, the City provides the Notification, the Reservation shall not expire at the end of the 10-Year Period, but instead the Reservation shall continue in effect for a period of two (2) more years (the "Extension Period"), upon the passage of which the Reservation shall automatically expire. Notwithstanding any other provision of this Reservation Provision, the City may initiate a proceeding to acquire by condemnation some or all of the Transit Reserved Corridor without first providing the Notification, and the initiation of any such condemnation proceeding shall not cause the Reservation to expire provided such proceeding is completed, including without limitation, payment of all awarded compensation to Petitioner, by the 10-Year Period, as may be extended. Upon expiration of the Reservation, the Petitioner may use the Transit Reserved Corridor for any purpose and use allowed by applicable laws, ordinances, and regulations.

c. Beyond the City's ability to enforce the limitations and restrictions imposed by the Reservation, the Reservation shall not entitle the City to interfere in any material respect with operations and activities on the Site, including without limitation parking, access, and facility operations on the Site.

d. Development of one or more light-rail lines and associated facilities by the City within the Transit Reserved Corridor will not cause the Site, or any developments or uses on the Site, to become non-compliant or non-conforming with any applicable City laws or City regulations in effect when the Rezoning is approved by the City Council, including the Rezoning and the City's Zoning Ordinance, as may be amended or replaced. If development of one or more light-rail lines and associated facilities by the City within the Transit Reserved Corridor does cause the Site, or any developments or uses on the Site, to become so non-compliant or so non-conforming, the City shall be responsible for remedying that non-compliance or non-conformity at its expense. This subsection (d) of this Reservation Provision is conditioned on all aspects of the Site being developed and used in accordance with the Site's Rezoning including the approved Rezoning Plan and in accordance with all applicable laws, ordinances, and regulations, and any uncurd violation of the Site's Rezoning or Rezoning Plan or of any applicable laws, ordinances, or regulations shall void the provisions of this subsection d.

e. Nothing in this Reservation Provision shall be deemed to waive, restrict, or limit any powers or authority that the City has under the law, either now or in the future. By example only, and not for purposes of limitation, nothing in this Reservation Provision shall be deemed to prevent or limit the City from adopting or enforcing any law, ordinance, or regulation that the City is otherwise empowered to adopt or enforce, nor shall anything in this Reservation Provision be deemed to prevent or limit the City from exercising any powers of eminent domain that the City may have, including any power that the City may have to acquire by eminent domain any land outside of the Transit Reserved Corridor.

f. This Reservation Provision and the Reservation are part of this Rezoning, shall be deemed to run with the land, and shall be binding on all future owners of the Site or any part of it.

**5. Setbacks, Buffers and Screening:**

- a. Along Summit Avenue and Bryan Street a fourteen (14) foot setback as measured from the future back of curb as generally depicted on the Rezoning Plan will be provided.
- b. Streetscape improvements will be determined during the land development process.

c. Any new buildings shall be located outside of the Silver Line corridor as identified on this plan. The Site shall comply with all applicable regulations related to construction, structures, and impervious areas within SWIM Buffers. The existing building will be removed during the redevelopment of the Site.

**6. Architectural Standards Design Guidelines:**

a. The principal building constructed on the Site shall adhere to the design standards set forth in the Pedestrian Overlay District Section 10.813 of the Ordinance, including upper story transparency at a minimum of 40% per story.

b. HVAC and related mechanical equipment will be screened from public view and from view of adjacent properties at grade.

c. If provided on Site, dumpster areas and recycling areas will be enclosed by a solid wall or fence with one side being a decorative gate. The wall or fence used to enclose the dumpster will be architecturally compatible with the building materials and colors used on the principal building. The location of the proposed dumpster and recycling areas is generally depicted on the Rezoning Plan.

**7. Environmental Features:**

- a. The Site shall comply with the Charlotte City Council approved and adopted Post Construction Controls Ordinance.
- b. The Site will comply with Tree Ordinance.

**8. Amendments to the Rezoning Plan:**

a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners in accordance with the provisions herein and of Chapter 6 of the Ordinance.

**9. Binding Effect of the Rezoning Application:**

a. If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under the Rezoning Plan will, unless amended in the manner provided herein and under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site or Development Areas, as applicable, and their respective heirs, devisees, personal representatives, successors in interest or assigns.

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MARK		DATE	DESCRIPTION
1		11/11/19	Revised per City of Charlotte Staff Comments
REVISIONS  <b>MAGNUS CAPITAL PARTNERS</b> 305 East 47th Street, 10th Floor New York, NY 10017 PH: (646) 790-5838			
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA FOR REZONING PLAN <b>935 SOUTH SUMMIT AVENUE</b> REZONING PETITION #2019-123			
DATE			
August 9, 2019			
SCALE			
1" = 20'			
JOB NO.			
20190411			
SHEET			
<b>RZ-02</b>			

