



TOWN *of* WAKE FOREST

Board of Adjustment Meeting Agenda March 21, 2024 at 6:00 PM

Notice

In accordance with the requirements of Title II of the Americans with Disability Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall Board Chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Ella Dowtin](#) at 919-435-9436 as soon as possible, but no later than 48 hours before the scheduled event.

Public Hearing

Those wishing to speak must first register to speak no later than 3pm the day of the meeting at <https://www.wakeforestnc.gov/public-meetings-portal>.

At the appropriate time, the Board of Adjustment Chair will acknowledge those persons who have registered to speak. They will be called upon in the order registered. Speakers will address the Board as a whole, from the podium at the front of the room, and begin their remarks by stating their name and address. While not required, the Chair may ask staff or the applicant to respond. Speakers needing additional information or questions answered will be contacted by the Deputy Town Clerk and provided contact information for the appropriate staff person.

Unless otherwise indicated by the Chair, individual comments shall be limited to three minutes. Groups are encouraged to designate a lead speaker on their behalf, and when addressing the Board, the speaker must first identify the group they are representing and will be given no more than ten minutes to give comments. Once comments have been made, speakers cannot speak again, unless specifically called upon by the Chair. The Chair may, at his/her discretion, interrupt public comment and elect to continue it to another meeting due to, among other reasons, the lateness of the hour or to allow consideration of other items on the agenda.

When public hearings are continued from previous meetings, previous individuals that have spoken, either representing themselves or a group, cannot speak at a continued public hearing, unless specifically called upon by the Chair. Additionally, speakers cannot both represent themselves individually and speak on behalf of a group throughout public hearings, even if held over multiple sessions.

1.Call to Order

2.Adoption of Agenda

3.Approval of Minutes

- 3.A. Approval of Minutes
[BOA minutes 2-15-2024 .pdf](#)

4.Old Business

- 4.A. Continuation of Public Hearing and Consideration on QUASI-JUDICIAL ITEM
BOA-23-05 Variance Requests for 500, 501, and 508 Sun Meadow Drive
[BOA-23-05 Continuance STAFF REPORT V1.pdf](#)
[Exhibit A - Proposed Modifications to Setback Requirements.pdf](#)
[Exhibit B - Layout attempting to adhere to existing zoning regulations.pdf](#)
[Exhibit C - Variance Application and Justification Letter.pdf](#)
[Exhibit D - Aerial and Zoning Maps.pdf](#)
[Exhibit E - Recorded Plat \(BM2023 Page 475\).pdf](#)
[Exhibit F - Rezoning Ordinance 2020-38.pdf](#)
[Exhibit H - Approved Plot Plan for Lot 17.pdf](#)
[Exhibit I - Submitted Plot Plan for Lot 19.pdf](#)
[Exhibit G - UDO Section 2.2.3.D.1, 5.5.4.C, 15.6.4, and 17.4.pdf](#)
[Exhibit 1- Layout adhering to existing zoning regulations prepared by McAdams.pdf](#)
[Exhibit 2 - Layout using 10% modification for garage setbacks prepared by M.pdf](#)
[Exhibit 3 - Layout using 10% modification for front setbacks prepared by Mc.pdf](#)
[Exhibit 4 - Proposed Modification to Garage Setback Requirements prepared b.pdf](#)
[Exhibit 5 - Cancellation Agreements for 500, 504, and 508 Sun Meadow Drive.pdf](#)

5.New Business

- 5.A. Public Hearing on and Consideration of BOA-23-06, an appeal to the issuance of Notice of Violation (V-23-543) issued on December 3, 2023
(The applicant has requested to table the public hearing to the April 18, 2024 Board of Adjustment meeting)

6.Staff Comments

7.Board of Adjustment Comments

8.Adjournment



Board of Adjustment Agenda Item Report

Agenda Item No.: 2024-86-

Submitted by: Ella Dowtin

Submitting Department: Planning

Meeting Date: March 21, 2024

SUBJECT

Approval of Minutes

Recommendation:

Item Summary:

ATTACHMENTS

- [BOA minutes 2-15-2024 .pdf](#)



Wake Forest Board of Adjustment Minutes

The Wake Forest Board of Adjustment met on **Thursday, February 15, 2024**, at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

Board of Adjustment Members present: Jonathan Bivens, Rick Porter, William Hedrick, Ken Christie, and Joseph Longoria

Board of Adjustment Members absent: Mark Williams

Staff Members present: Planning Director Courtney Tanner, Assistant Planning Director Jennifer Currin, Senior Planner Patrick Reidy, Town Attorney Hassan Kingsberry, and Deputy Town Clerk Ella Dowtin

1. Call to Order

Chair Hedrick called the meeting to order at 6:00 p.m.
A quorum was established.

2. Adoption of Agenda

ACTION:

Mover: Rick Porter moved to adopt the agenda as presented.

Second: Ken Christie.

Vote: Motion carried 5-0.

3. Approval of Minutes

ACTION:

Mover: Ken Christie moved to approve the January 18, 2024; minutes as presented.

Second: Jonathan Bivens.

Vote: Motion carried 5-0.

4. Old Business

No Old Business was presented.

5. New Business

5.A. Public Hearing and Consideration on QUASI-JUDICIAL ITEM BOA-23-05 Variance Requests for 500, 501, and 508 Sun Meadow Drive

Attorney Kingsberry swore in the following Senior Planner Patrick Reidy, Planning Director Courtney Tanner, David Bergmark, Chris Ferraguto, and Danya Bizzell.

Senior Planner Patrick Reidy provide staff report for case BOA-23-05 variance request for 500, 501 and 508 Sun Meadow Drive.

Mr. Bivens asked where do the Utility Easements fit-in on variance 500. Mr. Reidy responded there is a 3-foot easement off the back of the right of way. Mr. Biven asked what the typical section beyond pavement is. Mr. Reidy responded it's a curb and gutter, street tree strip and sidewalk behind that.

Mr. Hedrick asked what Finding of Fact #1 is evaluated by the Town; stating that there was a request by the Town that the applicant that they submit for a modification and that the Town's opinion is that without that request it is not showing a necessary hardship. Mr. Reidy responded that looking at it by the UDO standards and with the administrative setback it is believed that it could meet the driveway and house requirements.

Mr. Christie asked if they are to consider variance for exhibit-A, since exhibit-B already exists. Mr. Reidy responded yes, if both requests are granted as requested exhibit-A is what it would look like.

Mr. Hedrick asked what can be approved in the administrative context versus what is being requested by the applicant. Mr. Reidy responded it's 24 inches or 10 percent whichever is greater.

Mr. Bivens asked from previous drawings for the application and building permit and their dimensions were more toward the house and not the cul-de-sac do the UDO state how that measurement is supposed to be taken. Mr. Reidy responded it is usually taken from the closest point of the right of way of the home.

Mr. Christie asked if Finding of Fact #1 the applicant has not demonstrated that carrying out strict letter of the ordinance would result in an unnecessary hardship; what did they have to demonstrate. Mr. Reidy responded because there was one approved permit granted and because

of the administrative option setbacks; it has not been enough demonstrated for the variance then they would have a hardship.

Mr. Bivens asked if they had a minimum and a maximum dimension on the garage door. Mr. Reidy responded no, that is an option in the UDO that can be adopted.

Mr. Hedrick asked if it's the town's position that all three lots have the capability to conform to the UDO requirements. Mr. Reidy responded that is correct.

Mr. Christie asked if the houses on lots 16, 17, and 18 had followed the UDO they would have been in violation. Mr. Reidy responded no but because of the administrative deviation that could be granted for the extra two feet that would be pushed back enough to comply. Ms. Tanner responded that the project is sold prohibiting building a home using the current code.

David Bergmark of McAdams provided a presentation on behalf of Taylor Morrison applicant.

Ken Christie asked why 25 and 30 feet when it could be 22 feet setback. Mr. Bergmark responded they are looking at how the other homes are positioned.

Mr. Bivens asked if there has been consideration given to moving the house up on lot 18. Mr. Ferraguto responded that lot 18 has been sold and the home constructed.

Mr. Hedrick asked if that is the only position for the homes on those lots; could you flip the plans so that the driveways will be at a different angle. Mr. Bergmark responded they did consider it however because of both the minimum and maximum of the garage and the setback of the home; if you flip lot 18 you won't meet the minimum setback.

Mr. Hedrick asked what is the deviation between what the town staff is offering administratively versus what the applicant is offering. Mr. Bergmark responded the deviation that the town staff can allow is 24 inches or 10 percent.

The Board could not agree to deny or approve all of the Findings of Facts and made a unanimous decision to table Quasi-Judicial Item BOA-23-05 until Thursday, March 21, 2024.

6. Staff Comments

No comments.

7. Board of Adjustment Comments
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No comments.

8. Adjournment

ACTION:

Chair Hedrick moved to adjourn at 7:43 p.m.

Duly approved in open session this 21st day of March 2024.

Ella F. Dowtin
Deputy Town Clerk

William Hedrick
Board of Adjustment Chair



Board of Adjustment Agenda Item Report

Agenda Item No.: 2024-33-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 21, 2024

SUBJECT

Continuation of Public Hearing and Consideration on QUASI-JUDICIAL ITEM BOA-23-05 Variance Requests for 500, 501, and 508 Sun Meadow Drive

Recommendation:

Item Summary:

ATTACHMENTS

- [BOA-23-05 Continuance STAFF REPORT V1.pdf](#)
- [Exhibit A - Proposed Modifications to Setback Requirements.pdf](#)
- [Exhibit B - Layout attempting to adhere to existing zoning regulations.pdf](#)
- [Exhibit C - Variance Application and Justification Letter.pdf](#)
- [Exhibit D - Aerial and Zoning Maps.pdf](#)
- [Exhibit E - Recorded Plat \(BM2023 Page 475\).pdf](#)
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- [Exhibit H - Approved Plot Plan for Lot 17.pdf](#)
- [Exhibit I - Submitted Plot Plan for Lot 19.pdf](#)
- [Exhibit G - UDO Section 2.2.3.D.1, 5.5.4.C, 15.6.4, and 17.4.pdf](#)
- [Exhibit 1- Layout adhering to existing zoning regulations prepared by McAdams.pdf](#)
- [Exhibit 2 - Layout using 10% modification for garage setbacks prepared by M.pdf](#)
- [Exhibit 3 - Layout using 10% modification for front setbacks prepared by Mc.pdf](#)
- [Exhibit 4 - Proposed Modification to Garage Setback Requirements prepared b.pdf](#)
- [Exhibit 5 - Cancellation Agreements for 500, 504, and 508 Sun Meadow Drive.pdf](#)



Staff Report

Case BOA-23-05: Radford Glen Variances Application

Meeting Date	March 21, 2024
Requested Actions	Continuation of Consideration of the following item related to Variance applications for 500, 501 and 508 Sun Meadow Drive (PINs 1850375576, 1850377554, and 1850375466): 1. Request to allow for an increase in the maximum distance the garage doors can be from the sidewalk.
Case Manager	Patrick Reidy, Senior Planner

CASE INFORMATION

Applicant	McAdams C/O David Bergmark 2905 Meridian Parkway Durham, NC 27713
Property Owner	Taylor Morrison of Carolinas Inc C/O Jimmy Little 15501 Weston Parkway, Suite 100 Cary, NC 27513
Location	Northern terminus of Sun Meadow Drive; Lots 16, 17, and 19, Radford Glen Subdivision
Addresses	500, 501, and 508 Sun Meadow Drive
Wake County Tax PIN(s)	1850375576, 1850377554, and 1850375466
Acreage	0.16, 0.16, and 0.18 acres
Zoning	Urban Residential Conditional District (UR CD) (RZ-19-13)
Land Use	Vacant/Future Single-Family Dwelling
Community Plan (2022)	Mixed Residential
Corporate Limits	This application is in the Town's corporate limits.

Book of Maps/ Page Number	Book BM 2023, Page 475 – Recorded March 14, 2023	
Setbacks (per Approved Radford Glen Master Plan)	Front	20 feet maximum
	Street Side/ Secondary	5 feet minimum
	Side	5 feet minimum
	Rear	20 feet minimum
See Exhibit C for a copy of the application, Exhibit D for an aerial photograph and zoning map, and Exhibit E for a copy of the recorded plat.		

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	HOA Open Space and Single-Family Dwellings (Radford Glen)	Urban Residential Conditional District (UR CD) (RZ-19-13)
South	Single-Family Dwellings (Radford Glen)	Urban Residential Conditional District (UR CD) (RZ-19-13)
East	Single-Family Dwellings (Radford Glen)	Urban Residential Conditional District (UR CD) (RZ-19-13)
West	HOA Open Space and Single-Family Dwellings (Radford Glen)	Urban Residential Conditional District (UR CD) (RZ-19-13)

See Exhibit D for aerial and zoning maps.

ORIGINAL VARIANCE REQUESTS

The applicant requested relief from Section 2.2.3.D.1 of the Wake Forest Unified Development Ordinance (UDO), which applies to the maximum front setback allowed in the UR zoning district. The properties are located on Lots 16, 17, and 19 of the Radford Glen subdivision.

The applicant requested a variance to allow Lots 16 and 19 to be setback a maximum of 30' from the right-of-way and Lot 17 to be setback a maximum of 25' from the from the right of way, as shown on Exhibit A prepared by McAdams and dated January 8, 2024.

Section 2.2.3.D of the UDO requires principal buildings in the UR zoning district to be setback a maximum of 20' from the right of way. In order to meet a maximum setback, at least 50% of the front building wall must be within the maximum setback (see Attachment G for UDO definition). The applicant provided Exhibit B prepared by McAdams and dated November 30, 2023. This exhibit demonstrates how trying to meet the 20' maximum setback creates conflicts with utility easements, driveway setbacks, and creates an undesired street pattern of the homes in that vicinity.

The applicant also requested relief from Section 5.5.4.C of the UDO, which applies to the garage door setback. The UDO requirement is that garage doors shall be setback a minimum of 25' from the back

of the sidewalk. The rezoning for the Radford Glen subdivision adopted Section 5.5.4.C of the UDO, but modified the requirement due to the maximum setbacks required to state that the garage shall be setback a minimum of 18' and maximum of 25 feet from the back of the sidewalk. The properties are located on Lots 16, 17, and 19 of the Radford Glen subdivision (see Exhibit F – Condition 6a). This condition also stipulates that the garage door cannot be the closest building element to the sidewalk, so the garage must be designed to be further back than the front of the houses.

The applicant requested a variance to allow the garages for Lots 16, 17 and 19 to be setback a maximum of 45' from the back of sidewalk, as shown on Exhibit A prepared by McAdams and dated January 8, 2024.

The applicant provided Exhibit B prepared by McAdams and dated November 30, 2023. This exhibit demonstrates how they are unable to meet the 18'-25' maximum garage setback.

The Board of Adjustment voted at their February 15, 2024 meeting to continue the public hearing to allow the applicant to amend their request and provide additional evidence to support the variance requests.

CONTINUATION VARIANCE REQUEST

Since the February 15, 2024 meeting, the applicant has revised their request and exhibits. Using the 10% administrative modifications of setbacks allowed per Section 15.6.4 of the UDO, the applicant is no longer seeking a variance to the maximum front setback. The applicant is using a layout that has a maximum of 22' front setback.

The applicant is now only requesting relief from Section 5.5.4.C of the UDO, which applies to the garage door setback. The UDO requirement is that garage doors shall be setback a minimum of 25' from the back of the sidewalk. The rezoning for the Radford Glen subdivision adopted Section 5.5.4.C of the UDO, but modified the requirement due to the maximum setbacks required to state that the garage shall be setback a minimum of 18' and maximum of 25 feet from the back of the sidewalk. The properties are located on Lots 16, 17, and 19 of the Radford Glen subdivision (see Exhibit F – Condition 6a). This condition also stipulates that the garage door cannot be the closest building element to the sidewalk, so the garage must be designed to be further back than the front of the houses.

The applicant is requesting a variance to allow the garages for Lots 16 and 19 to be setback a maximum of 35' from the back of sidewalk and Lot 17 to be setback a maximum of 38' from the back of sidewalk, as shown on Exhibit 4 prepared by McAdams and dated March 11, 2024. Originally, the request was for the garages of all three lots to have a maximum setback of 45' from the back of sidewalk (Exhibit A).

The applicant has provided Exhibits 1, 2, and 3 prepared by McAdams and dated March 11, 2024. Exhibit 1 demonstrates the layout of the houses when attempting to adhere to the existing zoning regulations. Lots 16 and 17 comply with both the garage and house setback requirements. Lot 19 complies with the garage setback and is located 0.7' in the City of Raleigh utility easement.

Exhibit 2 demonstrates the layout of the houses when using the 10% administrative modification for the garage setbacks. In Exhibit 2, Lots 16, 17, and 19 comply with both the garage and front setback requirements.

Exhibit 3 demonstrates the layout of the houses for Lots 16, 17, and 19, requiring a variance for the garage setbacks, and applying the 10% administrative modification for front setbacks.

Exhibits 1-4 were updated to provide better context of the cul-de-sac lot layouts and show the actual locations of the adjacent houses that have been built or approved for construction. The applicant has also provided Exhibit 5, which are cancellation agreements for houses that were under construction at 500, 504, and 508 Sun Meadow Drive. However, the cancellation agreements do not provide information as to why the contracts were cancelled.

FINDINGS REQUIRED TO GRANT VARIANCE

In granting any variance, the Board of Adjustment must have a concurring vote of four-fifths of its members in accordance with Section 15.13.3 of the Wake Forest Unified Development Ordinance and N.C.G.S. § 160D-406. The Board shall not grant a variance unless and until written findings are made based on all the following conclusions and findings of fact in Section 15.13.3.B of the UDO.

15.13.3.B.1	Finding of Fact: Carrying out the strict letter of the ordinance would result in an unnecessary hardship. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property. Staff Analysis: The lots are configured along the cul-de-sac of Sun Meadow Drive and have a curve along the front property line, while most of the other lots in Radford Glen have a straight front property line along the entire front property line. The cul-de-sac was designed to be askew, which is peculiar compared to most other cul-de-sacs, which have the turnaround of the cul-de-sac centered. The applicant submitted building permits for Lots 17 and 19. A building permit was approved by the Town of Wake Forest for Lot 17 (see Exhibit H). The permit applicant submitted the variance request to seek additional relief for this lot. The building permit for Lot 19 has not been approved since the permit applicant has not submitted revised plans showing conformance with the regulations (see Exhibit I). The permit applicant was advised to submit a request for an administrative modification of the setbacks in accordance with Section 15.6.4 of the UDO (see Exhibit G), that would allow for a deviation to be administratively granted for 10% or 24 inches, whichever is greater to provide relief for these lots. Although a building permit has not been submitted for Lot 16, Exhibit B demonstrates that a similar garage setback situation exists for Lot 16 that exists for Lot 17. Most of the other lots in Radford Glen have a straight front property line along the entire front property line. As demonstrated in Exhibit 1, if the 25' maximum garage door setback was applied for Lots 16, 17, and 19, only the corner of Lot 19 would be in 0.7' into the 3' City of Raleigh utility easement. As shown in Applicant Exhibit 2, both the front and garage setbacks can be met for Lots 16,17, and 19, with no easement encroachment, if the applicant pursued a 10% administrative modification to the garage setback for Lot 19.
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	Exhibit 2 demonstrates that without a variance and using the 10% administrative modification of the maximum garage setback that it is possible to meet the maximum front yard setback and the maximum garage setback. The applicant has not demonstrated that carrying out the strict letter of the ordinance would result in an unnecessary hardship.
15.13.3.B.2	Finding of Fact: The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. Staff Analysis: The Sun Meadow Drive cul-de-sac is the only cul-de-sac in the neighborhood where there are single-family lots around the radius of the road. These three lots that are requesting variance comprise of less than 2% of the total lots in the subdivision. Maximum garage setback requirements along the curve of a cul-de-sac can make it difficult to meet. Along other cul-de-sacs within the town, many of the lots do not have garage door setback maximums, so they do not encounter this requirement to be met.
15.13.3.B.3	Finding of Fact: The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship. Staff Analysis: The property owner/builder purchased the developer from the developer while infrastructure was being installed for the subdivision. The developer designed the layout of the subdivision and offered the rezoning conditions that apply to this neighborhood, including the garage setback requirements. The hardship did not result from actions taken by the property owner.
15.13.3.B.4	Finding of Fact: The requested variance is consistent with the spirit, purpose, and intent of this ordinance, such that the public safety is secured, and substantial justice is achieved. Staff Analysis: The garage setback maximum requirement is intended to make sure that houses frame the roadway and create a streetscape, while ensure that cars have enough useable space so that they can park in a driveway without hanging over into the sidewalk or road. The applicant exhibits include different size car templates to illustrate vehicle proximity to the sidewalk and roadway. The vehicles do not overhang into the sidewalks or roadways in any of the exhibits (Exhibits 1-4). Therefore, this finding has not been demonstrated.

STAFF RECOMMENDATION

Staff recommends that the Board of Adjustment conduct an evidentiary hearing in accordance with Section 15.13.3 of the UDO and grant or deny a variance in accordance with the standards of review in Section 15.13.3 (see required findings above). If the Board of Adjustment denies a variance, the motion shall include the specific finding(s) that were not met.

EXHIBITS FROM FEBRUARY 15, 2024 MEETING

- Exhibit A: Proposed Modifications to Setback Requirements prepared by McAdams and dated January 8, 2024
- Exhibit B: Layout attempting to adhere to existing zoning regulations prepared by McAdams and dated February 9, 2024
- Exhibit C: Variance Application and Justification Letter
- Exhibit D: Aerial and Zoning Maps
- Exhibit E: Recorded Plat (BM2023 Page 475)
- Exhibit F: Rezoning Ordinance 2020-38
- Exhibit G: UDO Section 2.2.3.D.1, 5.5.4.C, 15.6.4, and 17.4
- Exhibit H: Approved Plot Plan for Lot 17
- Exhibit I: Proposed Plot Plan for Lot 19

EXHIBITS FOR MARCH 21, 2024 CONTINUATION MEETING

- Exhibit 1: Layout adhering to existing zoning regulations prepared by McAdams and dated March 11, 2024
- Exhibit 2: Layout using 10% modification for garage setbacks prepared by McAdams and dated March 11, 2024
- Exhibit 3: Layout using 10% modification for front setbacks prepared by McAdams and dated March 11, 2024
- Exhibit 4: Proposed Modification to Garage Setback Requirements prepared by McAdams and dated March 11, 2024
- Exhibit 5: Cancellation Agreements for 500, 504, and 508 Sun Meadow Drive

Exhibit A - Proposed Modifications to
Setback Requirements

SITE DATA:

OWNER: TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PKWY STE 100
CARY, NC 27513-8636

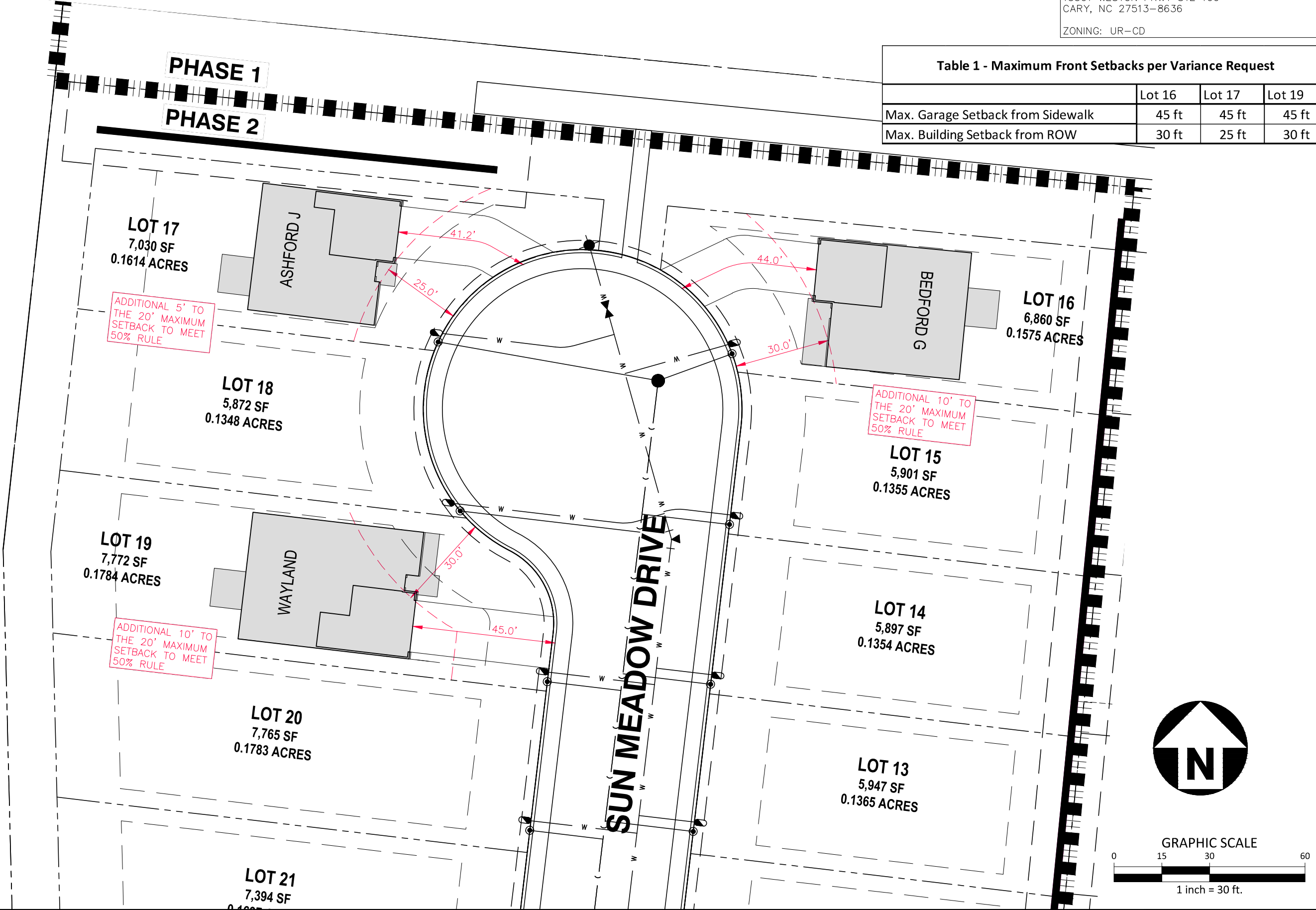
ZONING: UR-CD

Table 1 - Maximum Front Setbacks per Variance Request			
	Lot 16	Lot 17	Lot 19
Max. Garage Setback from Sidewalk	45 ft	45 ft	45 ft
Max. Building Setback from ROW	30 ft	25 ft	30 ft

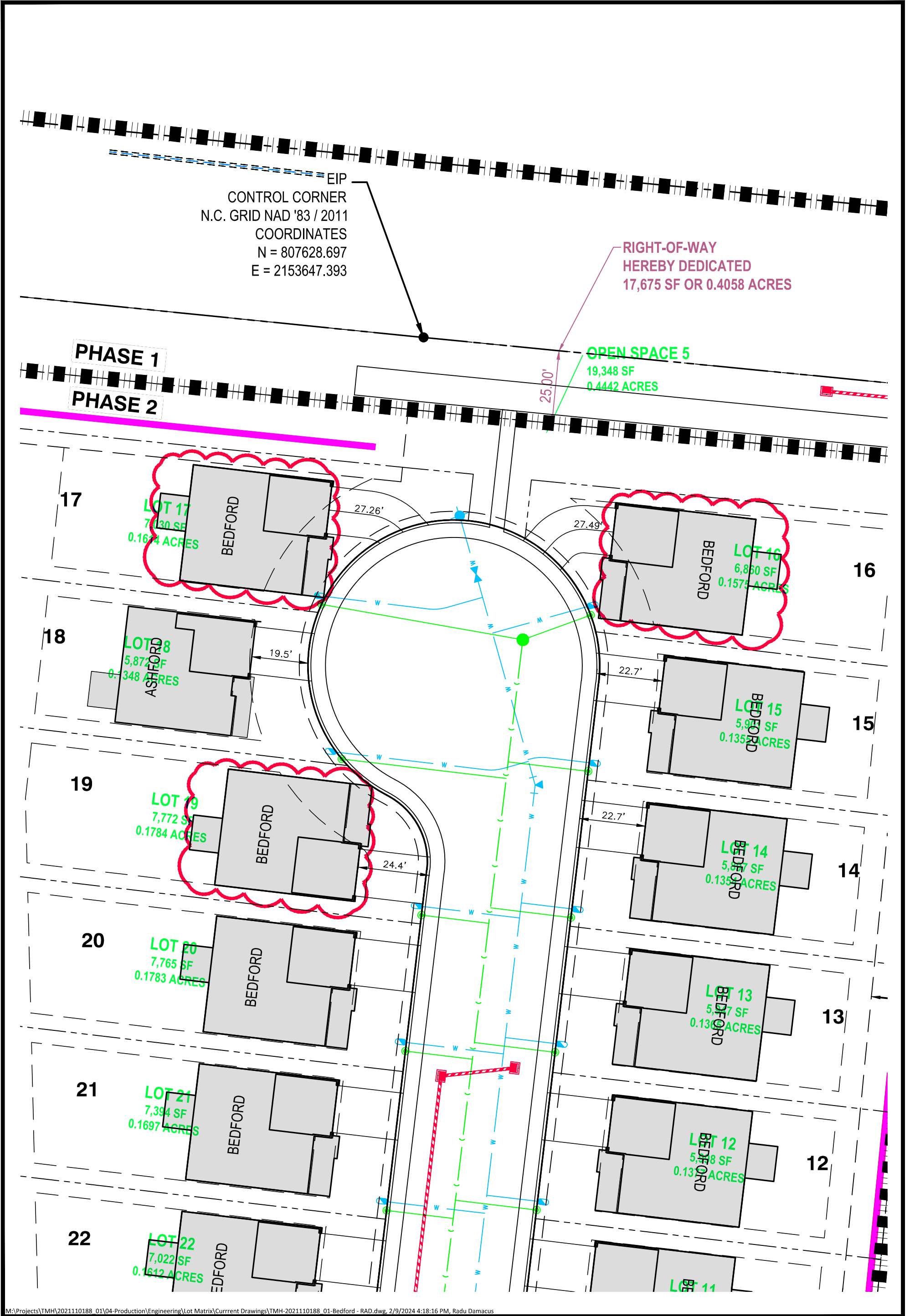
PLAN INFORMATION				
PROJECT NO.	2021110188.01			
FILENAME	2021110188.01-CONFLICTS			
CHECKED BY	JCM			
DRAWN BY	CTC			
SCALE	1"=30'			
DATE	01. 08. 2024			

RADFORD GLEN
LOTS 16/17/19 EXHIBIT
WAKE FOREST TOWNSHIP, NORTH CAROLINA

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com



M:\Projects\TMH\2021110188 01\04-Production\Engineering\Exhibits\2024-01-08 Conflict Lots\TMH-2021110188 01-Conflicts.dwg, 1/8/2024 4:46:10 PM, Carson, Calcutt



M:\Projects\TMH\2021110188_01\04-Production\Engineering\Lot Matrix\Current Drawings\TMH-2021110188_01-Bedford - RAD.dwg, 2/9/2024 4:18:16 PM, Radu Damacus



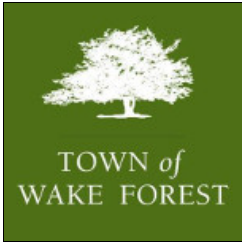
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

RADFORD GLEN

BEDFORD LOT MATRIX (LOTS 16-19)

WAKE FOREST TOWNSHIP, NORTH CAROLINA

PLAN INFORMATION	
PROJECT NO.	TMH-2021110188_01
FILENAME	
CHECKED BY	JCM
DRAWN BY	CTC
SCALE	1" = 30'
DATE	02. 09. 2024



Variance Request Application

(Variance Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

TEL (919) 435-9510 | FAX (919) 435-9539

Project Overview

#1187536

Project Title: Radford Glen Variance

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Variance Request

State: NC

Workflow: Variance

County: Wake

Checklist - Variance

A submittal checklist is available to view additional documents which are required to submitted with this application. After answering the application questions, you will be asked to upload the required documents.

[VIEW VARIANCE SUBMITTAL CHECKLIST](#)

Missing items will result in the application being declined and returned to the applicant to resubmit. A revised and complete application including all missing items must be received or the application will be not be deemed complete and routed for review.

Please confirm you have reviewed the associated submitted checklist for this permit and confirm you will submit all documents required on the submittal checklist: Yes

Pre-Application Meeting

Has a pre-application conference been held?: Yes

*Note: This type of project requires a pre-application conference be completed prior to official submittal. If this has not been completed, please return to the home screen and select **Pre-Application Conference** from the application type drop down list in order to schedule your required meeting.*

Pre-Application Conference Date: 11/28/2023

Staff Member Met With: Patrick Reidy

Pre-application Conference Project Number: 02

Address & Basic Site Information

Please Note:

In some cases, a parcel address may not verify. In the event that our system is unable to verify the address you enter, please submit the project as an *Unverified Parcel* and provide zoning and land use information as requested below. For verified addresses, the zoning and land use information will be added to the application automatically (you do not need to provide it below).

Project Address or PIN:

- 508 Sun Meadow Dr (1850375466)
- 500 Sun Meadow Dr (1850375576)
- 501 Sun Meadow Dr (1850377554)

Tax PIN:

- 1850375466
- 1850375576
- 1850377554

Acreage: 0.5

**Name of Existing Development/Subdivision (if applicable--
for reference only):** Radford Glen

For unverified addresses/parcels only, please provide below 1) the current use of the parcel, 2) the zoning district(s) it is in, and 3) any overlay districts that apply. Reference the [zoning map](#) and the [overlay districts map](#) on the town's website.

Current Use & Zoning (required only if address/parcel is unverified):

*Note: Projects falling outside the limits of the Town or ETJ will be required to submit an annexation petition in conjunction with their project submittal. In this case, please return to the home screen and select **Annexation Petition** from the application type drop down.*

GIS Site Information (Automatically Generated - Not Available for Unverified Addresses)

Parcel Area: GIS Acreage

- 508 Sun Meadow Dr: 0.18
- 500 Sun Meadow Dr: 0.16
- 501 Sun Meadow Dr: 0.16

Wake Forest (WF): Town Limits

- 508 Sun Meadow Dr: WF
- 500 Sun Meadow Dr: WF
- 501 Sun Meadow Dr: WF

Base District: Zoning

- 508 Sun Meadow Dr: UR CD
- 500 Sun Meadow Dr: UR CD
- 501 Sun Meadow Dr: UR CD

In SH2-O Overlay:

In TND Overlay:

In HL-O Overlay:

In National Register of Historic Places:

Current Use: Land Use Development

- 508 Sun Meadow Dr: Residential
- 500 Sun Meadow Dr: Residential
- 501 Sun Meadow Dr: Residential

Planning and Zoning: Jurisdiction

- 508 Sun Meadow Dr: WAKE FOREST
- 500 Sun Meadow Dr: WAKE FOREST
- 501 Sun Meadow Dr: WAKE FOREST

In SH1-O Overlay:

In Water Supply Watershed Protection Overlay:

In SF Overlay:

In MVCP-O Overlay:

In Flood Hazard Area:

Project Contacts

Please enter all project contacts related to your application.

This is an important step to ensure all members of the applicant team receive email notifications associated with the project which may include comments, requested revisions, scheduled meetings or hearings, and final decisions. This also informs Town staff of the team members assigned role with the project.

Project Contact - Applicant

David Bergmark
McAdams
2905 Meridian Parkway
Durham, NC 27713
P:919-449-4005
bergmark@mcadamsco.com

Project Contact - Property Owner

Jimmy Little
Taylor Morrison of Carolinas Inc
15501 Weston Pkwy STE 100
Cary, NC 27513-8636
P:919-380-7223
jlittle@taylormorrison.com

Variance

Lot Number(s): 16, 17, 19

Subdivision : Radford Glen

**Name of Existing Development/Subdivision (if applicable--
for reference only):** Radford Glen

Deed Book: 2023

UDO Section(s) From Which Applicant is Requesting Relief:

Front building setback as established by RZ-19-13

Number of Variance Requests: 2

Description of Request:

The front building setback as approved as part of RZ-19-13 requires a 20' maximum front setback from the property line. Per the definition for 'Setback Maximum' in the Wake Forest UDO, "at least 50% of the building frontage shall meet the maximum setback".

Part 1 of this variance request is to apply alternative maximum front setbacks to 3 lots within this subdivision as follows:

Lot 16 - 30 ft. maximum front setback

Lot 17 - 25 ft. maximum front setback

Lot 19 - 30 ft. maximum front setback.

UDO Section(s) From Which Applicant is Requesting Relief:

Maximum Garage Setback from the sidewalk as established by RZ-19-13.

Description of Request:

The maximum garage setback (measured from the sidewalk) as approved as part of RZ-19-13 requires all garages to be a maximum of 25 ft. from the right-of-way.

Part 2 of this variance request is to apply alternative maximum garage setbacks (measured from the sidewalk) as follows:

Lot 16 - 45 ft

Lot 17 - 45 ft

Lot 19 - 45 ft

UDO Section(s) From Which Applicant is Requesting Relief:

Description of Request:

UDO Section(s) From Which Applicant is Requesting Relief:

Description of Request:

Variance Findings

The Board of Adjustment shall not grant a variance unless and until it makes all of the following findings. **Please address compliance with the Findings of Fact:**

Carrying out the strict letter of the ordinance would result in an unnecessary hardship. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property:

Per the approved building setbacks and zoning conditions for the Radford Glen subdivision (RZ-19-13), any garage shall be setback a minimum of 18 and a maximum of 25 from the back of sidewalk. Furthermore, the maximum front setback for the home shall be 20 (requiring at least 50% of the homes frontage to be within 20 of the road right-of-way). Finally, the maximum garage setback requirement is compounded by the fact that zoning conditions require that the garage door is not the closest building element to the sidewalk (i.e., the garage cannot project out from the front of the home).

On a typical road segment, these standards provide a consistent streetscape with buildings and garages located a predictable distance from the road. However, on a cul-de-sac where the road right-of-way does not run parallel to the front of the lot, this

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

The hardship specifically impacts 3 lots along the sole cul-de-sac with SFD homes located on it (less than 2% of the 165 lots in the subdivision). The approved building setbacks and zoning conditions attached to the Radford Glen Subdivision approval (RZ-19-13) establish front setback requirements related to the garage door (min. and max. setbacks) and the faade of the house (max setback). While these maximum setback requirements do not create a functional problem or hardship for a typical lot fronting directly on a road segment running parallel along its frontage, they create a very real obstacle to developing on cul-de-sacs with limited, curved road frontage. The zoning conditions that created this hardship for the cul-de-sac within is specific to this subdivision.

standard unintentionally creates a condition where buildings cannot meet the maximum garage setback standard even with an undesirably short and curved driveway (See Exhibit B lots 16 and 17) or where buildings must be pulled all the way to the right-of-way line, in conflict with the rest of the neighborhood (See Exhibit B lot 19).

The applicant seeks to increase the maximum front setback and the maximum garage setback on lots 16, 17, and 19 to create a new achievable setback standard which supports usable driveways and a more gradual transition of building placement along this portion of the site.

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

The hardship was established by the original developer of Radford Glen, who designed the layout of the site, crafted the zoning conditions which created the maximum setback standards, platted the lots per the approved construction drawings, and built the existing roadways and cul-de-sacs per the approved plan.

The applicant for this variance request subsequently purchased this development from the prior owner mid-way through completion of the subdivision and is seeking relief from two standards related to front setbacks to allow the reasonable construction of homes on lots 16, 17, 19.

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

The purpose of the front setback requirements for Radford Glen is to provide a consistent streetscape with buildings and garages located a predictable distance from the road creating a consistent building presence while allowing for sufficient room for vehicle parking between the garage and sidewalk. While these standards successfully accomplish their goal for the vast majority of the development, they run contrary to their intended purpose for lots 16, 17, and 19.

The requested variance will let the homes on lots 16, 17, and 19 be pulled further back from the sidewalk than the current regulations would permit, allowing the front faades to be more consistent with neighboring lots and allowing lots 16 and 17 to have an achievable maximum garage setback. Furthermore, the increased maximum garage setback on lots 16 and 17 will permit a deep enough driveway to reduce the risk of these owners blocking the sidewalk or parking on the street. The approval of this request will provide both aesthetic and public safety benefits.

Variance Findings for Floodplain, Watershed and Stormwater Regulation

Is the variance request related to standards for Floodplain, Watershed and Stormwater Regulation?: No

Variances from the standards set forth in this ordinance for flood damage prevention, watershed protection and stormwater regulation may be granted subject to the following additional provisions. **Please address compliance with the Findings of Fact:**

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result or when the variance will make the structure in violation of other federal, state or local laws:

Variances shall only be issued upon:

a. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief:

c. A determination that failure to grant the variance would

b. A showing of good and sufficient cause:

d. A determination that the granting of a variance will not

result in exceptional hardship; and:

result in a substantial increase in flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinances:

In passing upon variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter and:

a. The danger that material may be swept onto other lands to the injury of others:

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner:

e. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use:

g. The relationship of the proposed use to the land development plan and flood damage prevention program for that area:

i. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site:

b. The danger to life and property due to flooding or erosion damage:

d. The importance of the services provided by the proposed facility to the community:

f. The compatibility of the proposed use with existing and anticipated development:

h. The safety of access to the property in times of flood for ordinary and emergency vehicles:

j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges:

Radford Glen Variance Request – Justification Statements

Per Section 15.13.3.B, the Board of Adjustment Shall not grant a variance unless and until it makes 4 key findings. The section below contains the required findings of fact and the applicant's justification statement in support of each required finding.

1. Carrying out the strict letter of the ordinance would result in an unnecessary hardship. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
 - a. Justification Statement: Per the approved building setbacks and zoning conditions for the Radford Glen subdivision (RZ-19-13), any garage shall be setback a minimum of 18' and a maximum of 25' from the back of sidewalk. Furthermore, the maximum front setback for the home shall be 20' (requiring at least 50% of the home's frontage to be within 20' of the road right-of-way). Finally, the maximum garage setback requirement is compounded by the fact that zoning conditions require that the garage door is not the closest building element to the sidewalk (i.e., the garage cannot project out from the front of the home).

On a typical road segment, these standards provide a consistent streetscape with buildings and garages located a predictable distance from the road. However, on a cul-de-sac where the road right-of-way does not run parallel to the front of the lot, this standard unintentionally creates a condition where buildings cannot meet the maximum garage setback standard even with an undesirably short and curved driveway (See Exhibit B – lots 16 and 17) or where buildings must be pulled all the way to the right-of-way line, in conflict with the rest of the neighborhood (See Exhibit B – lot 19).

The applicant seeks to increase the maximum front setback and the maximum garage setback on lots 16, 17, and 19 to create a new achievable setback standard which supports usable driveways and a more gradual transition of building placement along this portion of the site.

2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
 - a. Justification Statement: The hardship specifically impacts 3 lots along the sole cul-de-sac with SFD homes located on it (less than 2% of the 165 lots in the subdivision). The approved building setbacks and zoning conditions attached to the Radford Glen Subdivision approval (RZ-19-13) establish front setback requirements related to the garage door (min. and max. setbacks) and the façade of the house (max setback). While these maximum setback requirements do not create a functional problem or hardship for a typical lot fronting directly on a road segment running parallel along its frontage, they create a very real obstacle to developing on cul-de-sacs with limited, curved road

frontage. The zoning conditions that created this hardship for the cul-de-sac within is specific to this subdivision.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
 - a. Justification Statement: The hardship was established by the original developer of Radford Glen, who designed the layout of the site, crafted the zoning conditions which created the maximum setback standards, platted the lots per the approved construction drawings, and built the existing roadways and cul-de-sacs per the approved plan.

The applicant for this variance request subsequently purchased this development from the prior owner mid-way through completion of the subdivision and is seeking relief from two standards related to front setbacks to allow the reasonable construction of homes on lots 16, 17, 19.

4. The requested variance is consistent with the spirit, purpose, and intent of this ordinance, such that the public safety is secured, and substantial justice is achieved.
 - a. Justification Statement: The purpose of the front setback requirements for Radford Glen is to provide a consistent streetscape with buildings and garages located a predictable distance from the road – creating a consistent building presence while allowing for sufficient room for vehicle parking between the garage and sidewalk. While these standards successfully accomplish their goal for the vast majority of the development, they run contrary to their intended purpose for lots 16, 17, and 19.

The requested variance will let the homes on lots 16, 17, and 19 be pulled further back from the sidewalk than the current regulations would permit, allowing the front façades to be more consistent with neighboring lots and allowing lots 16 and 17 to have an achievable maximum garage setback. Furthermore, the increased maximum garage setback on lots 16 and 17 will permit a deep enough driveway to reduce the risk of these owners blocking the sidewalk or parking on the street. The approval of this request will provide both aesthetic and public safety benefits.

Agent Authorization Form



TOWN of
WAKE FOREST

The Wake Forest Unified Development Ordinance (UDO) states that applications for development approvals may only be made by the landowner, a lessee or person holding an option or contract to purchase or lease the land, or an authorized agent of the landowner (see [Sec. 15.2.5.C](#)). This agent authorization form must be signed by the landowner and included with any application not submitted by the landowner or lessee as specified above. If more than one landowner is involved, a separate agent authorization form must be submitted by each landowner.

Address(es) and Tax PIN(s) for
which authorization is granted:

Lot 16 501 Sun Meadow Dr 1850377554 Lot 17 500 Sun Meadow Dr 1850375576 Lot 19 508 Sun Meadow Dr 1850375466

Landowner's name*: TAYLOR MORRISON OF CAROLINAS INC

Application(s) for which
authorization is granted (e.g.,
Rezoning, Special Use Permit): Variance Request

Person authorized to submit
application(s) as landowner's
agent (*must be the same
person listed as the applicant
on the application form*):

McAdams - David Bergmark

Landowner's Signature:

Date:

2.9.2024

Please provide below the name, address, and other information
of the person signing this form.

Name: Chris Ferraguto

Address: 15501 Weston Parkway, Suite 100 Cary, NC 27513

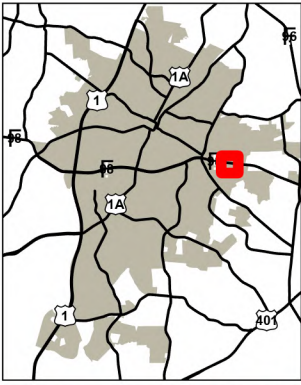
Telephone number: (919)355-0834

Email address: cferraguto@taylormorrison.com

If signing for a corporation or other entity, please
specify title and/or relationship to the corporation
or other entity (e.g., Member, Executive Officer):

Vice President

*Owner of record as shown on the latest equalized assessment rolls of Wake County, or, if ownership has recently been transferred, the grantee shown on the recorded deed (a copy of the deed must accompany this form).



1/29/2024



TOWN of
WAKE FOREST

BOA-23-05

508 Sun Meadow Dr (1850375466)

500 Sun Meadow Dr (1850375576)

501 Sun Meadow Dr (1850377554)

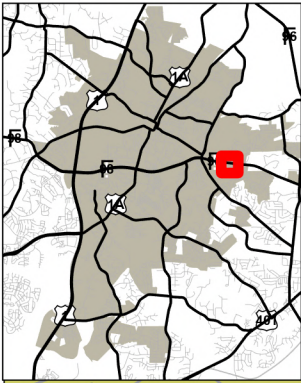


Subject Areas

Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 300 600
Feet





1/29/2024



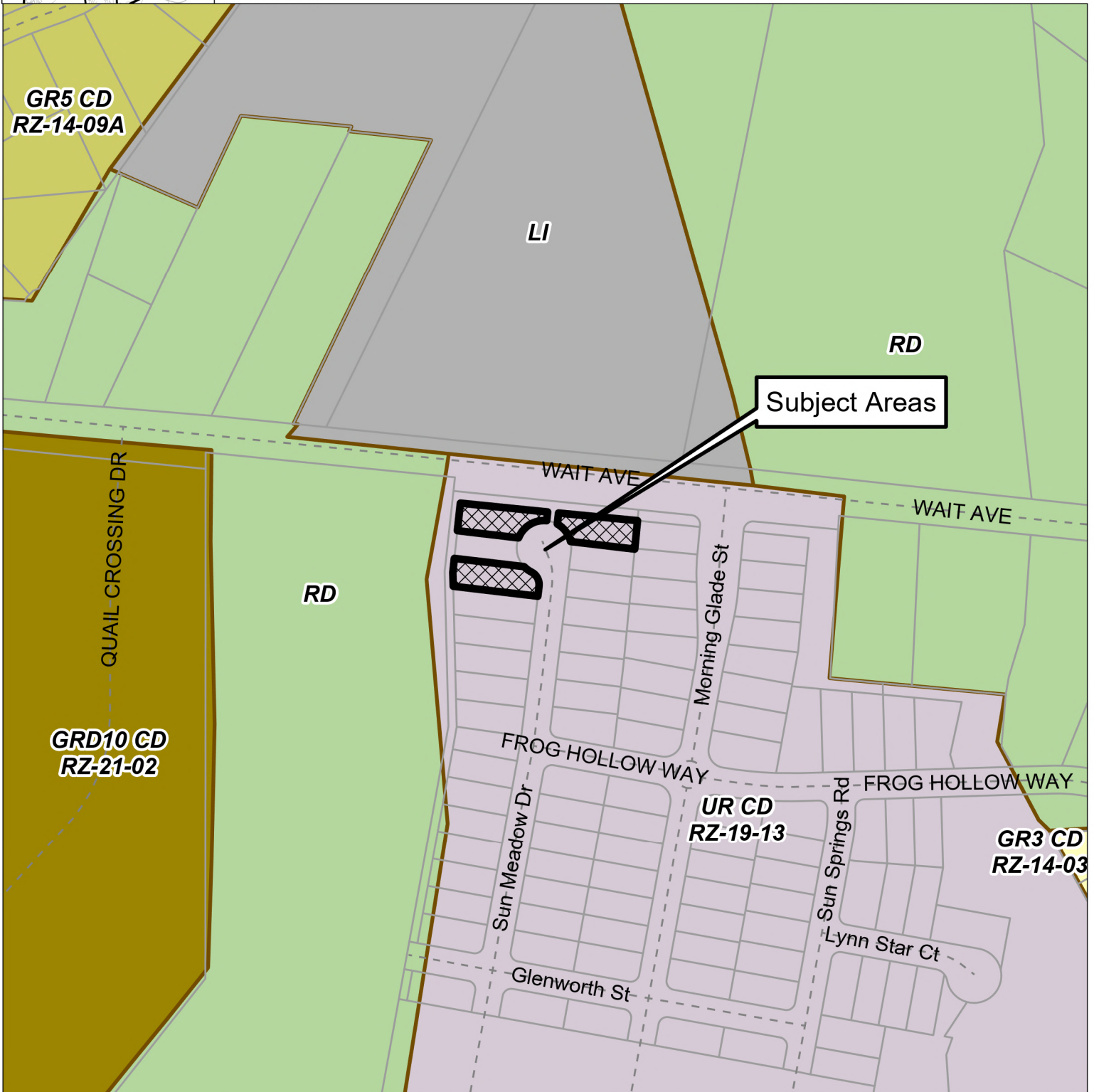
TOWN of
WAKE FOREST

BOA-23-05

508 Sun Meadow Dr (1850375466)

500 Sun Meadow Dr (1850375576)

501 Sun Meadow Dr (1850377554)



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

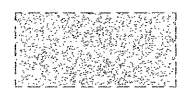
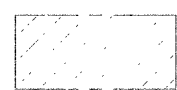
0 300 600
Feet



27

BUILDING SETBACKS:

PRINCIPAL BUILDING	
FRONT:	20' (MAX)
SIDE:	5' (MIN)
CORNER SIDE:	5' (MIN)
REAR:	20' (MIN)
REAR WALLEY:	5' (MIN)

-  **SIGHT DISTANCE TRIANGLE**
-  **EX. DRAINAGE EASEMENT**
-  **UNIMPROVED OPEN SPACE**

STATE OF NORTH CAROLINA - COUNTY OF WAKE

I, Patrick Reidy, REVIEW OFFICER OF THE TOWN OF WAKE FOREST,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

DATE 2/17/23 REVIEW OFFICER [Signature]

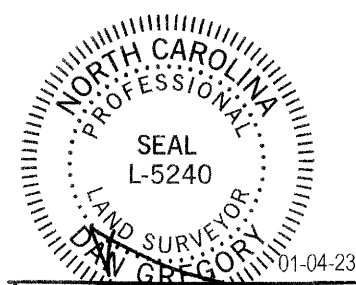
APPROVED FOR RECORDING BY THE TOWN OF WAKE FOREST.

DATE 3.10.23 ADMINISTRATOR [Signature]

APPROVED FOR RECORDING BY THE TOWN OF WAKE FOREST.

MACKIE, GEORGE C. JR.
P.N. 185028984
O.B. 1879 PG. 355
B.M. 2022 PG. 754

NC GRID (NAD '83/2011)
SCALE: 1" = 60'



WAKE COUNTY, NC 31
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/14/2023 13:47:17

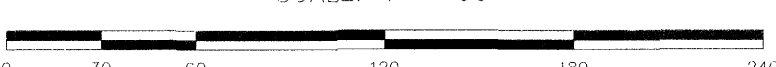


BOOK: 3M2023 PAGE: 00475

SEE SHEET 6 FOR LINE & CURVE
DATA TABLES

RECORDED IN
BOOK OF MAPS 2023 PAGE 0475

SCALE: 1" = 60'



REV.	DATE	DESCRIPTION	BY
3	01-04-2023	REVIEW COMMENTS #3	ROB
2	12-07-2022	REVIEW COMMENTS #2	ROB
1	11-04-2022	REVIEW COMMENTS #1	ROB



BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
• 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
• TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
• CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY	JM
DRAWN BY	ROB
CHECKED BY	DG
DATE	10-10-2022

**SUBDIVISION, RIGHT-OF-WAY DEDICATION
& EASEMENT PLAT**
FOR
RADFORD GLEN SUBDIVISION
(PHASE 2 LOTS 9-32, 58-65, 68-73, 93-98, 105-108, 141-146 & 151-154)
WAKE FOREST WAKE COUNTY NORTH CAROLINA

SHEET
2
OF
6

ORDINANCE 2020-38

ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF WAKE FOREST TO CHANGE THE ZONING OF APPROXIMATELY 46.97 ACRES LOCATED 0 WAIT AVENUE, 1464 WAIT AVENUE, 0 JONES DAIRY ROAD AND 1423 QUAIL CROSSING DRIVE FROM RURAL HOLDING DISTRICT (RD) TO URBAN RESIDENTIAL CONDITIONAL DISTRICT (UR-CD)

RZ-19-13, RADFORD GLEN

WHEREAS, the application submitted by BNK, Inc. for the rezoning of lands hereinafter described was duly filed with the Planning Department and thereafter a public hearing was held hereon on the 5th day of May. The applicant requested the project be remanded to the Planning Board once substantial changes were made to the application and request. Another public hearing was held on the 1st day of September 2020 before the Planning Board and the Board of Commissioners, pursuant to due notice mailed, the property posted and notice published pursuant to G.S. § 160A-384. Thereafter, the Planning Board submitted its recommendation from the September 1, 2020 meeting to the Board of Commissioners recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Wake Forest Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes; **NOW, THEREFORE**,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Attachment A – Legal Description which is incorporated herein by reference, and said lands are hereafter referred to as the “Rezoned Lands.”

Section 2: The parcels identified by the Wake County Tax Parcel Identification Numbers, 1850-36-9899, 1850-37-9469, 1850-47-1404, 1850-35-5965 (portion) and 1850-26-9906 (portion), and described in Attachment “A”, are located within the Town’s ETJ.

Section 3: The Town of Wake Forest Unified Development Ordinance, including the Town of Wake Forest North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Rural Holding District (RD) to Urban Residential Conditional District (UR-CD), subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all of the conditions in Attachment B – Radford Glen Subdivision Master Plan, which are imposed as part of this rezoning.

Section 5: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Wake Forest, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the public hearing and the Wake Forest plans, policies and ordinances, the Wake Forest Board of Commissioners find the zoning map amendment request reasonable and consistent with the Community Plan and Transportation Plan and adopted a written consistency statement, which is on file with the Wake Forest Planning Department.

Section 7: The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

1. All development will comply with all requirements of the Town of Wake Forest Unified Development Ordinance (UDO) and will comply with approved Master Plan as submitted with this rezoning application.
2. The Developer shall complete the project frontage improvements along Hwy 98 prior to the issuance of the 1st lot CO.
3. The Developer shall complete the connection to existing Frog Hollow Way prior to platting of the 50th lot.
4. The Developer shall make a FIL of \$25,000 towards improvements at Bowling Forest and Hwy 98 (signal and turn lanes) prior to platting of the 1st lot.
5. Areas have been designated as "Improved Park Space" on the Preliminary Subdivision Plans. Preliminary Amenity Area details have also been provided on the plans. The Amenity Area details are conceptual and meant to provide intended use for each area but not detail for construction purposes. Detailed construction plans will be provided for each area prior to construction. The Developer shall construct a Primary Amenity Area as noted below in "A" and shall also select a minimum of four items from those listed in below in "B" to be incorporated into the plans prior to final construction drawing approval:
 - A. The Primary Amenity Area at the end of Street F shall contain the following:
 - (i) A vertical structure such as a Pavilion/Cabana/Clubhouse
 - (ii) A hard-surface activity area such as a pool with deck or sport court (pickle ball, multi-purpose)
 - (iii) Required parking
 - (iv) Covered mail pick-up area
 - (v) Misc. other features at developer discretion
 - B. Other designated park spaces
 - (i) Enclosed dog park
 - (ii) Picnic table with grills
 - (iii) Seating benches or trellis swings (minimum of 3 locations)
 - (iv) Playground
 - (v) Community garden
 - (vi) Shade structure with seating
6. Future residential dwelling units shall meet the following design requirements per Chapter 5 of the Wake Forest Unified Development Ordinance:
 - a. Garage Door Setback from Façade: Garages shall be set back a minimum of 18' and a maximum of 25 feet from the back of the sidewalk. In addition, the garage doors shall be flush with or recessed from the farthest protruding element of the building (i.e. porch, covered portico entry or building face), such that the garage door is not the closest building element to the sidewalk.

- b. Garage Door Width: At no time shall the total width of an attached garage door(s) exceed 50% of the total building façade for lots more than 50 feet in width.
 - c. Extra Bays to be Turned: All garages with more than 2 bays shall be turned such that no more than 2 bays are visible from the street.
7. Section 5.5.6.A and B shall be applicable to the site. Vinyl siding shall not be permitted; however, vinyl windows, decorative elements, and trim are permitted.
8. Any exterior wall of a home visible from the public street shall contain at least two decorative elements such as, but not limited to, the following elements:
- Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick or stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
9. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
10. The Architectural and Review Guidelines for the community shall include the following language regarding parking to be enforced by the HOA:
- a. Homeowners are expected to park vehicles in their garage or driveway, not on the street.
 - b. Street parking is only for short-term situations (e.g. guest parking overflow or maintenance vehicles), should allow for safe and efficient movement of traffic, and not block or hinder a neighbor's access to their driveway.
 - c. Street parking within 25' of a stop sign or within 15' of a fire hydrant is prohibited.
 - d. Parking of commercial vehicles or vehicles in disrepair is not permitted except within an enclosed garage.
 - e. Parking is prohibited on the grass or the medians.
 - f. Garage doors should be kept in the closed position unless they are in use.

11. The following requested except to the Town's development standards has been requested in accordance with the applicable sections of the UDO: Extend the maximum block length between intersections to 750 linear feet on Street C due to existing development along the south boundary and environmental conditions along the southeast boundary that make it infeasible to provide the recommended connectivity along these boundaries (UDO Section 6.5.1(C)).
12. Improvements recommended by the Traffic Impact Analysis and comments by the Town of Wake Forest and NCDOT shall be coordinated and constructed per final requirements. Any NCDOT driveway permits, encroachment permits, and/or control of access permits will have to be obtained by the applicant from NCDOT and any conditions imposed by NCDOT will have to be met by the applicant.

Section 8: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance.

Section 9: After reviewing all the information presented at the public hearing and the Wake Forest plans, policies and ordinances, the Wake Forest Board of Commissioners find the rezoning request reasonable and consistent with the Community Plan and Transportation Plan and adopted a written consistency statement, which is on file with the Wake Forest Planning Department.

Section 10: This ordinance shall be in full force and effect from and after its adoption.

Moved by: Liz Simpers

Seconded: Chad Sary

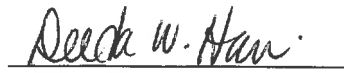
Mayor: 

APPROVED AS TO FORM:

Eric A. Vernon

Town Attorney

ATTEST:

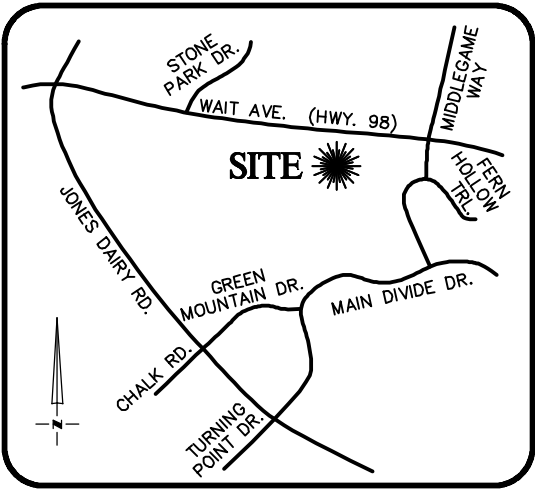

Town Clerk

RZ-19-13: Radford Glen

Consistency Statement

The rezoning request is consistent with the Wake Forest Community Plan and Unified Development Ordinance in that:

1. The density of the proposed zoning will not exceed 3.51 units/acre. This proposed overall density is similar to approved densities in the area, such as Bowling Green and Austin Creek.
2. The proposed residential development continues to provide for funding to help meet the demand for open space and recreation created by the development by paying Recreation Fees at building permit.
3. As new neighborhoods are developed, a mixture of housing types, sizes and prices shall be encouraged within the bounds of each neighborhood planning area.
4. Street designs in new neighborhoods should give equal priority to the pedestrian and the automobile.
5. A network of planned walkways, bikeways and greenways should continue to be implemented as an integral part of town growth and development. Sidewalks, bikeways and greenways should be required of the necessary infrastructure for new development.
6. The proposed residential development continues to provide for funding to help meet the demand for open space and recreation created by the development by paying Recreation Fees at building permit.
7. Community character should be supported by development that is compatible when considered with the context of the surrounding area.

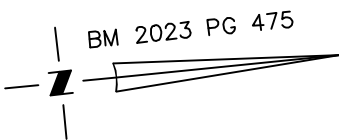
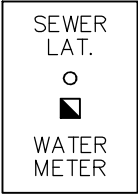


VICINITY MAP
Not To Scale



IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE w/ PORCH	2,127 S.F.
HVAC/MISC.	18 S.F.
DRIVEWAY & WALKS	533 S.F.
TOTAL (PROPOSED)=	2,678 S.F.
*TOTAL (ALLOWED)=	3,200 S.F.

*DEVELOPER

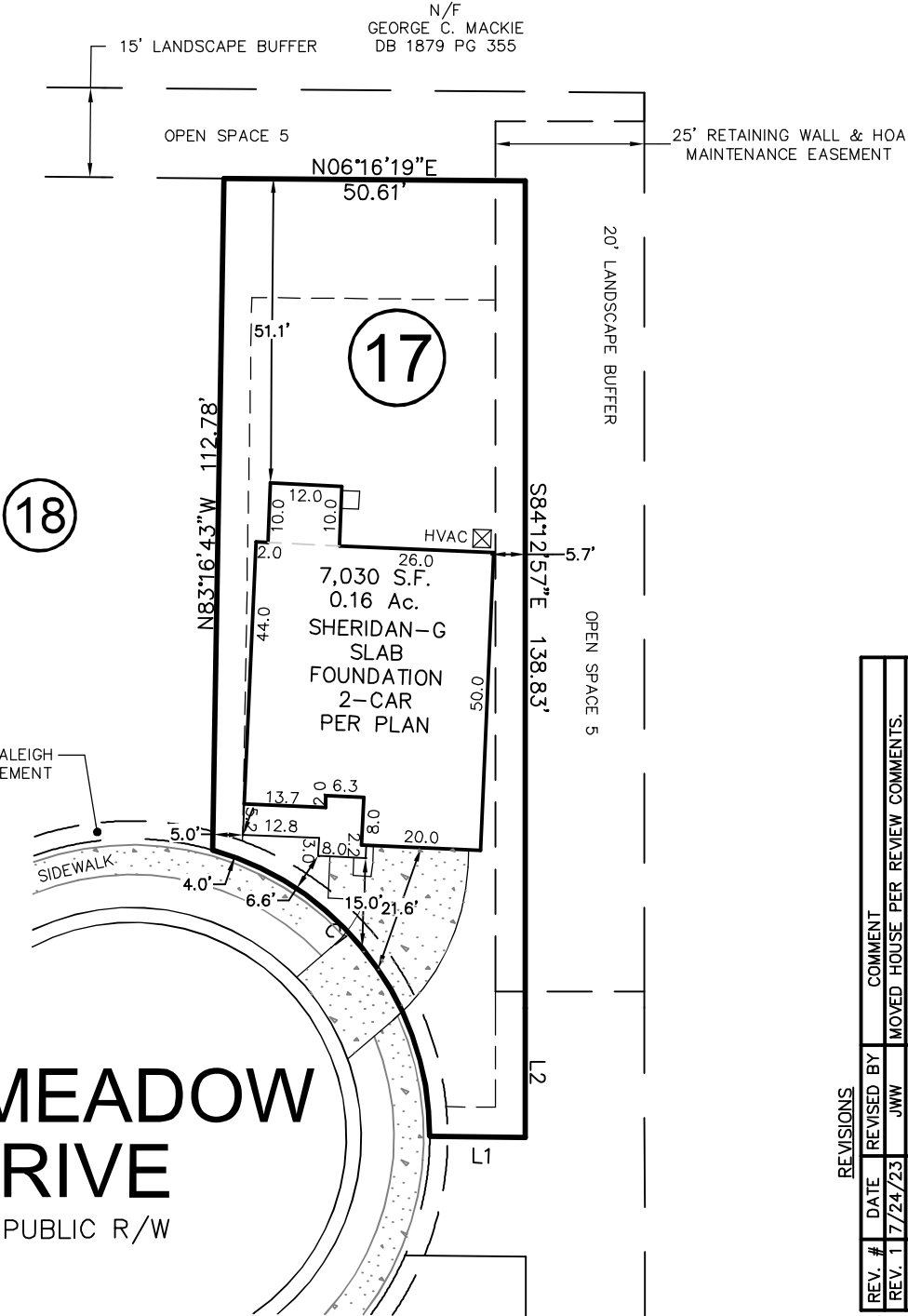


Planning Department
Approved
Kathryn Salisbury
08/15/2023

SETBACKS: (BM 2023 PG 474)

FRONT – 20’ (MAX.)
GARAGE – 25’ (MAX.)
SIDE – 5’ (MIN.)
CORNER SIDE – 5’ (MIN.)
REAR – 20’ (MIN.)
REAR w/ ALLY – 5’ (MIN.)

ZONE DISTRICT:
UR-CD RZ-19-13
PIN: 1850-37-5576



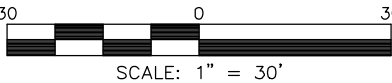
REVISIONS		COMMENT
REV. #	DATE	REVISOR
REV. 1	7/24/23	JWW
		MOVED HOUSE PER REVIEW COMMENTS.

LINE	BEARING	DISTANCE
L1	S06°16'19"W	16.06'
L2	S84°25'02"E	21.70'

CURVE	RADIUS	ARC LENGTH	CH LENGTH	CH BEARING
C1	50.00'	64.76'	60.33'	S58°35'21"W

THIS DRAWING DOES NOT
REFLECT AS-BUILT INFORMATION

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES.



**RESIDENTIAL
LAND SERVICES, PLLC.**

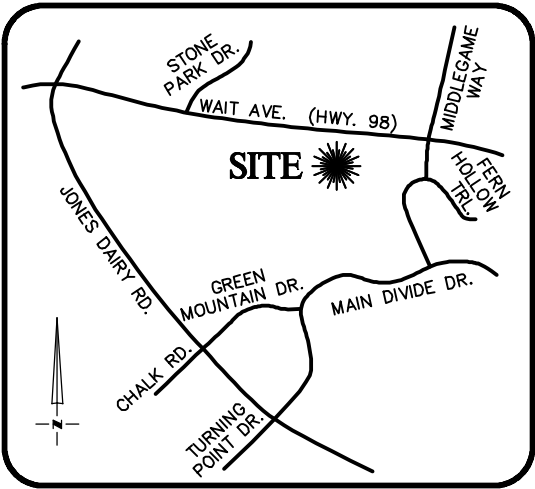
1917 Evans Road
Cary, North Carolina 27513
Phone (919) 378-9316
Firm License # P-0873

HOUSE LOCATION PLOT PLAN

FOR
#500 SUN MEADOW DRIVE
LOT 17, RADFORD GLEN SUBDIVISION, PHASE 2
Wake Forest Township, Wake County, North Carolina

PROPERTY OF: TAYLOR MORRISON
MAP BOOK 2023 PAGE 474-479 DEED REFERENCE PAGE

DRAWN: DI SURVEYED: N/A CHECKED: DMR DATE: JUNE 23, 2023



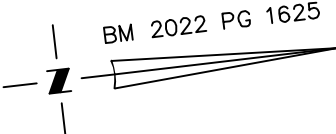
VICINITY MAP
Not To Scale



IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE w/ PORCH	2,033 S.F.
PATIO/HVAC	129 S.F.
DRIVEWAY & WALKS	506 S.F.
TOTAL (PROPOSED)=	2,668 S.F.
*TOTAL (ALLOWED)=	3,200 S.F.

*DEVELOPER

SEWER
LAT.
○
■
WATER
METER

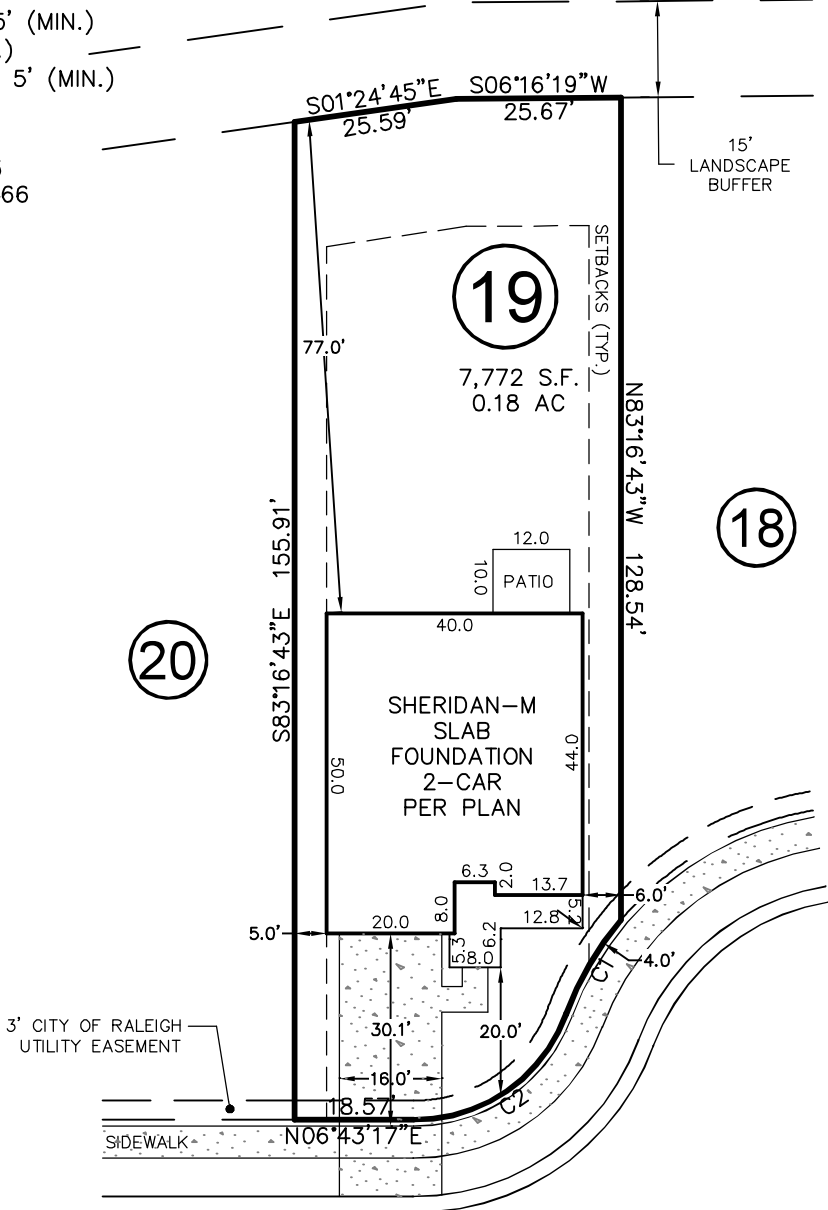


SETBACKS: (BM 2022 PG 1449)

- FRONT – 20’ (MAX.)
- GARAGE – 25’ (MAX.) FROM SIDEWALK
- SIDE – 5’ (MIN.)
- CORNER SIDE – 5’ (MIN.)
- REAR – 20’ (MIN.)
- REAR w/ ALLY – 5’ (MIN.)

ZONE DISTRICT:
UR-CD RZ-19-13
PIN: 1850-37-5466

N/F
GEORGE C. MACKIE
DB 1879 PG 355



SUN MEADOW DRIVE
51' PUBLIC R/W

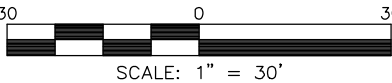
REVISIONS		COMMENT
REV. #	DATE	REVISOR
REV. 1	7/10/23	JWW
		NEW FRONT PORCH PER PLAN.

CURVE	RADIUS	ARC LENGTH	CH LENGTH	CH BEARING
C1	50.00'	17.04'	16.96'	S52°57'53"E
C2	25.00'	31.00'	29.05'	N28°00'17"W

THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED

THIS DRAWING DOES NOT
REFLECT AS-BUILT INFORMATION

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES.



RESIDENTIAL
LAND SERVICES, PLLC.

1917 Evans Road
Cary, North Carolina 27513
Phone (919) 378-9316
Firm License # P-0873

HOUSE LOCATION PLOT PLAN

FOR
#508 SUN MEADOW DRIVE
LOT 19, RADFORD GLEN SUBDIVISION
Wake Forest Township, Wake County, North Carolina

PROPERTY OF: TAYLOR MORRISON
MAP BOOK 2022 PAGE 1624-1628 DEED REFERENCE PAGE

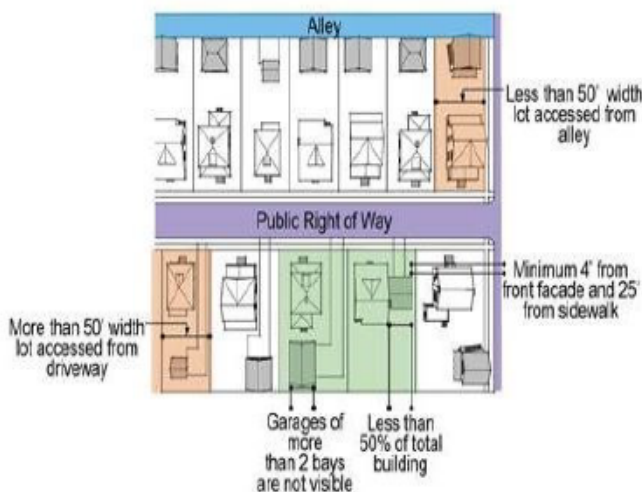
DRAWN: JLA SURVEYED: N/A CHECKED: DMR DATE: MAY 15, 2023

2.2.3. Table of Urban District Development Standard

Base Districts	UR	RMX	NMX RA-HC	UMX	PUD
A. BUILDING TYPE (Section 5.4 – 5.8)	Civic / Institutional Detached House Townhouse	Civic / Institutional Detached House Townhouse Apartment Commercial	Civic / Institutional Townhouse Apartment Commercial	Civic / Institutional Townhouse Apartment Commercial	Civic / Institutional Detached House Townhouse Apartment Commercial
B. PRIVATE FRONTAGE (Section 5.3)					Refer to Section 2.7
1. Common Lawn	Permitted	Permitted	Prohibited	Prohibited	--
2. Porch & Fence	Permitted	Permitted	Prohibited	Prohibited	--
3. Terrace or Light Court	Permitted	Permitted	Permitted	Permitted	--
4. Forecourt	Permitted	Permitted	Permitted	Permitted	--
5. Stoop	Permitted	Permitted	Permitted	Permitted	--
6. Shopfront/Awning	Prohibited	Permitted	Permitted	Permitted	--
7. Gallery	Prohibited	Prohibited	Permitted	Permitted	--
8. Arcade	Prohibited	Prohibited	Permitted	Permitted	--
C. DEVELOPMENT STANDARDS					
1. Max. Density (Units/Acre)	10 du/ac	24 du/ac	n/a	n/a	n/a
2. Open Space (min) per CH 7	5%	5%	2% for projects 5 acres or greater	2% for projects 5 acres or greater	15%
3. Park Space (min) per CH 7	2%	2%	2% for projects 5 acres or greater	2% for projects 5 acres or greater	2%
4. Minimum and Maximum Development Size if not in TND	80 acres maximum	40 acres maximum	n/a	n/a	10 acres minimum
D. PRINCIPAL BUILDING					
1. Principal Front Setback	20 ft max.	18 ft max.	12 ft max (NMX) 5 ft max. (RA-HC)	6 ft max.	Per UDO Section 2.7
2. Street Side/Secondary Front Setback	5 ft min.	5 ft min.	12 ft max.	6 ft max.	Per UDO Section 2.7
3. Side (from adjacent lot) Setback ^{1,2}	5 ft min.	0 ft min.	0 ft min.	0 ft min.	Per UDO Section 2.7
4. Rear Setback	20 ft min. OR 5ft min. w/ rear alley access	5 ft min.	0 ft min.	0 ft min.	Per UDO Section 2.7
5. Frontage Buildout ³	n/a	n/a	60% min.	70% min.	Per UDO Section 2.7

5.5.4. Garages

- A. For Dwellings (on lots of 40 feet or less in width): Garages or off-street parking areas shall be accessed only from an alley. Driveways shall not be permitted to connect to the fronting street. Where topographic or unique site conditions preclude the use of an alley, as determined by the Administrator, a driveway of no more than 12 feet in width may be used to provide access to garages or off-street parking areas in the third layer of the lot only, as defined in Section 9.3. (See illustration below)
- B. For Dwellings (on lots between 40 feet and 50 feet in width): One driveway of no more than 12 feet in width may be used to provide access to garages or off-street parking areas. Garages or off-street parking areas shall be located in the third layer of the lot only, as defined in Section 9.3. (See illustration below)
- C. **Garage Door Setback from Façade:** Garages with front loading bays shall be recessed from the front façade of the dwelling by a minimum of 4 feet and shall be visually designed to form a secondary building volume. Garage doors shall be setback a minimum of 25 feet from the back of sidewalk. (See illustration below)
- D. **Garage Door Width** At no time shall the total width of an attached garage door(s) exceed 50% of the total building façade for lots more than 50 feet in width. (See illustration below)
- E. **Extra Bays to Be Turned:** All garages with more than 2 bays shall be turned such that no more than 2 bays are visible from the street. (See illustration below)
- F. **For All Townhouses:** Garages or off-street parking areas shall be accessed only from an alley or via a driveway leading to a detached garage or parking area behind the front façade.



first class mail to the property owner and party seeking determination, if different from the owner.

- E. **Public Notification:** N/A
- F. **Appeals:** Appeals of the decisions of the Administrator shall be heard by the Board of Adjustment in accordance with Section 15.12 within 30 days after receipt of written notice of decision.
- G. **Permit Validity:** N/A
- H. **Permit Extension:** N/A

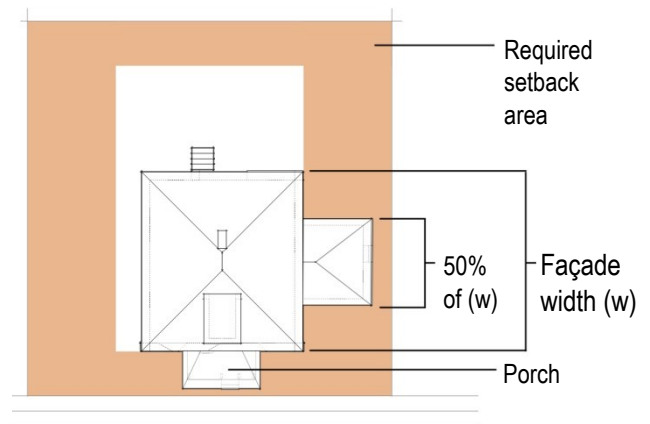
15.6.4. Administrative Modifications

In keeping with the purpose of these regulations to accomplish coordinated, balanced, and harmonious development in a manner which will best promote the health, safety, and general welfare while avoiding undue and unnecessary hardships the Administrator is authorized to approve certain requests for deviation from dimensional and design standards. Such modifications, if granted, are tied to the development applications. If new or different development applications are proposed, new administrative modification requests must be made.

- A. **Process Types:** Administrative
- B. **Pre-Application Procedure:** Not required
- C. **Required Application Information:** Sketch Plan (15.4.2) and any other relevant information to demonstrate undue and unnecessary hardship.
- D. **Conditions for Modification of Setbacks:**

Requests for deviation from required setbacks set forth in this ordinance by up to 10% of the required setbacks or 24 inches, whichever is greater, may be considered upon determination that one or more of the following conditions exists:

1. There are site or structural conditions that preclude strict adherence to the setback requirements, such as, but not limited to: the lot does not meet the dimensional standards established for the zoning district in which it is located; the lot has topographic limitations that require placement of the structure into the required setback area; or the structure is physically in line with an existing, legally established wall or walls of a principal structure already within the minimum setback area.
2. The part of the proposed structure that would encroach into the minimum setback area is less than 50% of the width of the affected building facade(s), provided the part of the structure that would encroach into a front setback shall either be open (such as a porch or screen room) or not subject to occupancy (such as a chimney).
3. The part of the proposed structure that encroaches into the minimum setback area is necessitated by a life-safety code, flood hazard reduction, Americans with Disabilities Act standard, or other public safety code requirements.
4. The proposed structure will allow the preservation of significant existing vegetation.
5. A good faith error was made in the location of a building foundation not exceeding 1 foot due to either field construction error or survey oversight.



- E. **Conditions for Minor Modification of Special Highway Overlay Setback and Buffer Standards:** See Section 2.4.3.B and 2.4.3.F for conditions and allowable alternative proposals.
- F. **Conditions for Modification of Design Standards:** See Section 5.2.4 Modification of Standards/Design Exceptions for conditions and allowable alternative design proposals.
- G. **Conditions for Modification of Tree Protection & Landscape Standards:** See Section 8.2.5 Alternate Methods of Compliance for conditions and allowable alternative proposals.
- H. **All Decisions to be in Writing:** All decisions shall be in writing and delivered via electronic mail, personal delivery, or first class mail to the applicant.
- I. **Administrative Authority is Permissive Only:** The authority given to the Administrator to grant such modification shall be construed to be permissive and not mandatory and the Administrator may decline to make such modification. In the event this occurs, the applicant shall have the right to submit an application to the Board of Adjustment to grant a variance to these requirements in accordance with Section 15.13. Nothing in this section shall be construed as limiting the Administrator's duties and rights under this chapter, or an applicant's right to appeal the decision of the Administrator to the Board of Adjustment.
- J. **Public Notification:** N/A
- K. **Appeals:** Appeals of the decisions of the Administrator shall be made within 30 days after receipt of written notice of the decision. Appeals shall be heard by the Board of Adjustment in accordance with Section 15.12.
- L. **Permit Validity:** N/A
- M. **Permit Extension:** N/A

15.7. Environmental Protection Permits

15.7.1. Tree Clearing Permit

Pursuant to NCGS, prior to the commencement of any vegetation clearing or removal on any undeveloped property, the owner (or authorized agent) of such property must obtain a Tree Clearing Permit or demonstrate exemption from the requirements of this section as provided for in Section 15.7.1.A, below. For the purposes of the section, “undeveloped properties” shall include any property within the town’s jurisdiction that is not subject to an approved site and/or subdivision plan.

- A. **Exemptions:** A Tree Clearing Permit shall not be required for the activities listed below.
 - 1. Normal forestry activities taking place on property that is taxed under the present-use value standard or conducted pursuant to a forestry management plan prepared or approved by a forester registered pursuant to Chapter 89B of the North Carolina General Statutes, and provided such activities are accomplished in compliance with this ordinance.
 - 2. Properties with a town-approved site and/or subdivision plan, provided such plan has not expired and that any clearing or vegetation removal is done in strict accordance with the approved site and/or subdivision plan.
 - 3. The removal of vegetation by public or private agencies within the lines of any public street rights-of-way, utility easements, or other town property, as may be necessary to ensure public safety, to obtain clear visibility at driveways or

of the street pavement then the assumed right-of-way line is parallel to the edge of pavement and setback a minimum of 10 feet from the edge of pavement. This definition is for setback calculation purposes only and does not represent any expressed or implied taking of property.

RIVERINE (FLOODPLAIN DEVELOPMENT)

Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

PARAPET SIGN A building-mounted sign erected upon and completely over any part the roof of a building.

SALVAGE YARD (FLOODPLAIN DEVELOPMENT)

Any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances, and related machinery.

SEDIMENT The solids particulate matter both mineral and organic that has been or is being transported by water, air, gravity, or ice from its site of origin.

SEDIMENTATION The process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

SEEDING Seed, straw and tack, hydroseed, sod, or other approved seeding method.

SEDIMENT POLLUTION CONTROL ACT (SPCA ACT) North Carolina Sediment Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

SETBACK The shortest horizontal distance from a lot line of a lot to the nearest point of a structure on the lot.

SETBACK, MAXIMUM A line parallel to the lot line at or in front of which a building shall be erected. Maximum setbacks shall be figured from the right-of-way line. At least 50% of the building frontage shall meet the maximum setback.

SETBACK, MINIMUM A line parallel to the lot line in front of which no building shall be erected. Minimum setbacks shall be figured from the right-of-way line, lot line, or in the case of alley-accessed lots the alley easement.

SETBACK, PRINCIPAL FRONT The shortest horizontal distance from the principal front lot line of a lot to the nearest point of a structure on the lot. Where no right-of-way exists or if the right-of-way is only inclusive of the street pavement then the principal front setback shall be measure from an assumed right-of-way line.

SETBACK, REAR The shortest horizontal distance from the rear lot line of a lot, or in the case of alley-accessed lots the centerline of the alley, to the nearest point of a structure on the lot.

SETBACK, SECONDARY FRONT OR STREET SIDE

The shortest horizontal distance from the secondary front or street side lot line of a lot to the nearest point of a structure on the lot.

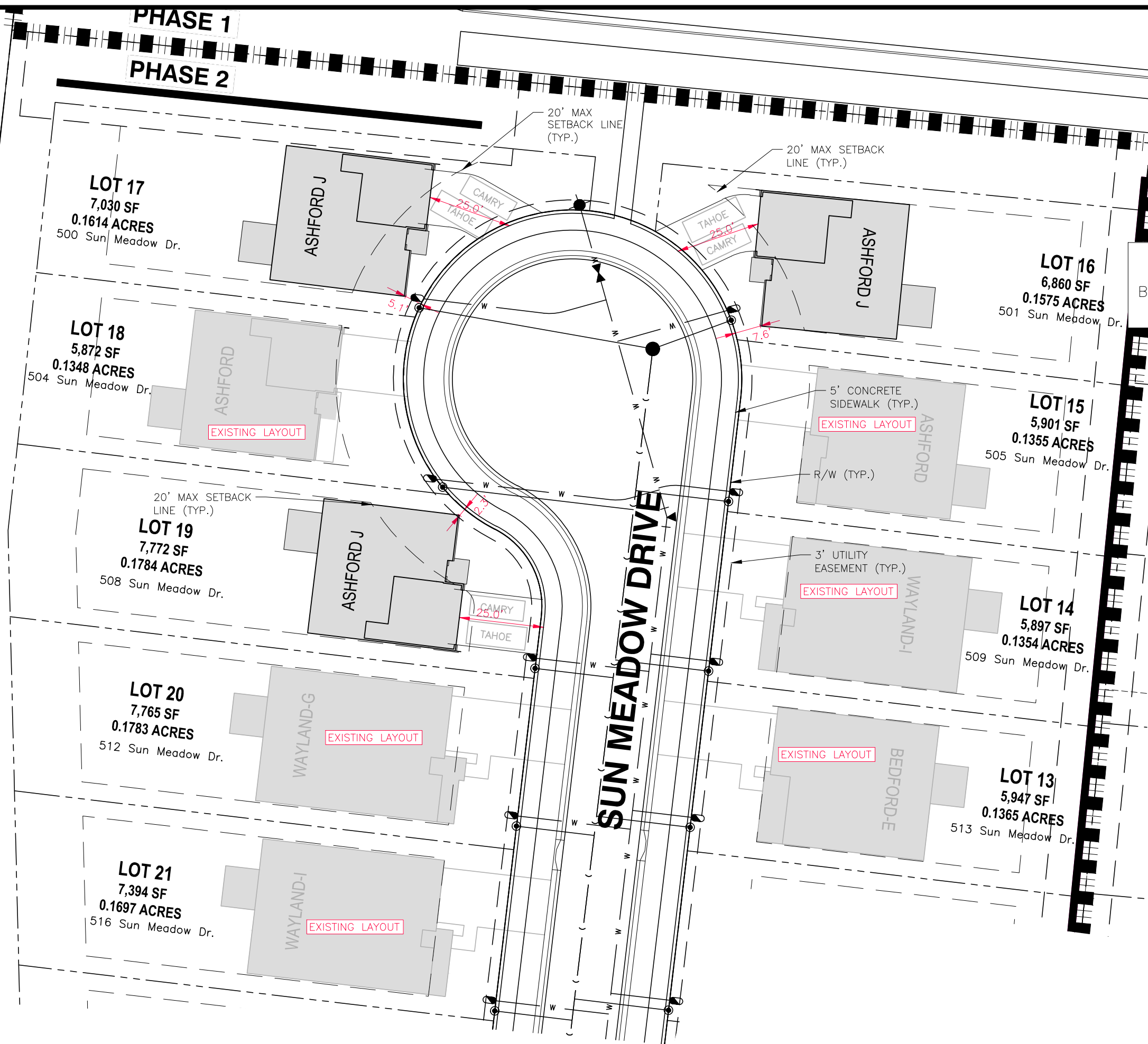
SETBACK, SIDE The shortest horizontal distance from the side lot line of a lot to the nearest point of a structure on the lot.

SIGN Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

SILTATION Sediment resulting from accelerated erosion which can be settled or removed by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

SINGLE-TIER LOT A lot which backs upon a limited access highway, a railroad, a physical barrier, or another type of land use and to which access from the rear is usually prohibited.

SITE SPECIFIC VESTING PLAN A site-specific development plan that describes with a reasonable certainty the type and intensity of use for a specific parcel or parcels of property and identify boundaries, significant topography, natural features, the approximate location and dimensions (including height) of proposed buildings, and the approximate location of proposed infrastructure, including utilities and street and pedestrian facilities. The following development applications constitute site specific vesting plans: site master plan, site construction plan, subdivision master plan, subdivision construction plan, special use



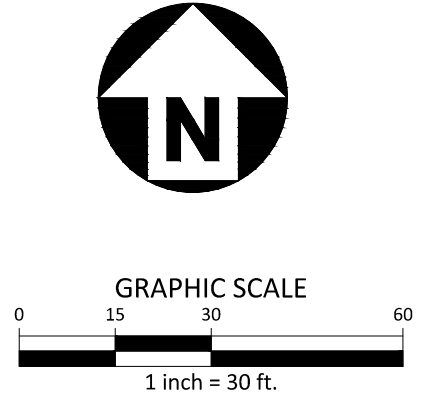
SITE DATA:
OWNER: TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PKWY STE 100
CARY, NC 27513-8636

ZONING: UR-CD

MAX. FRONT - 20'
MIN. GARAGE - 18'
MAX. GARAGE - 25'
MIN. SIDE - 5'
MIN. REAR - 20'

CAR SIZING:
TAHOE: 17.5' X 6.75'
CAMRY: 16' X 6'

EXHIBIT 1:
BUILDING PLACEMENT USING CURRENT
SETBACK REQUIREMENTS

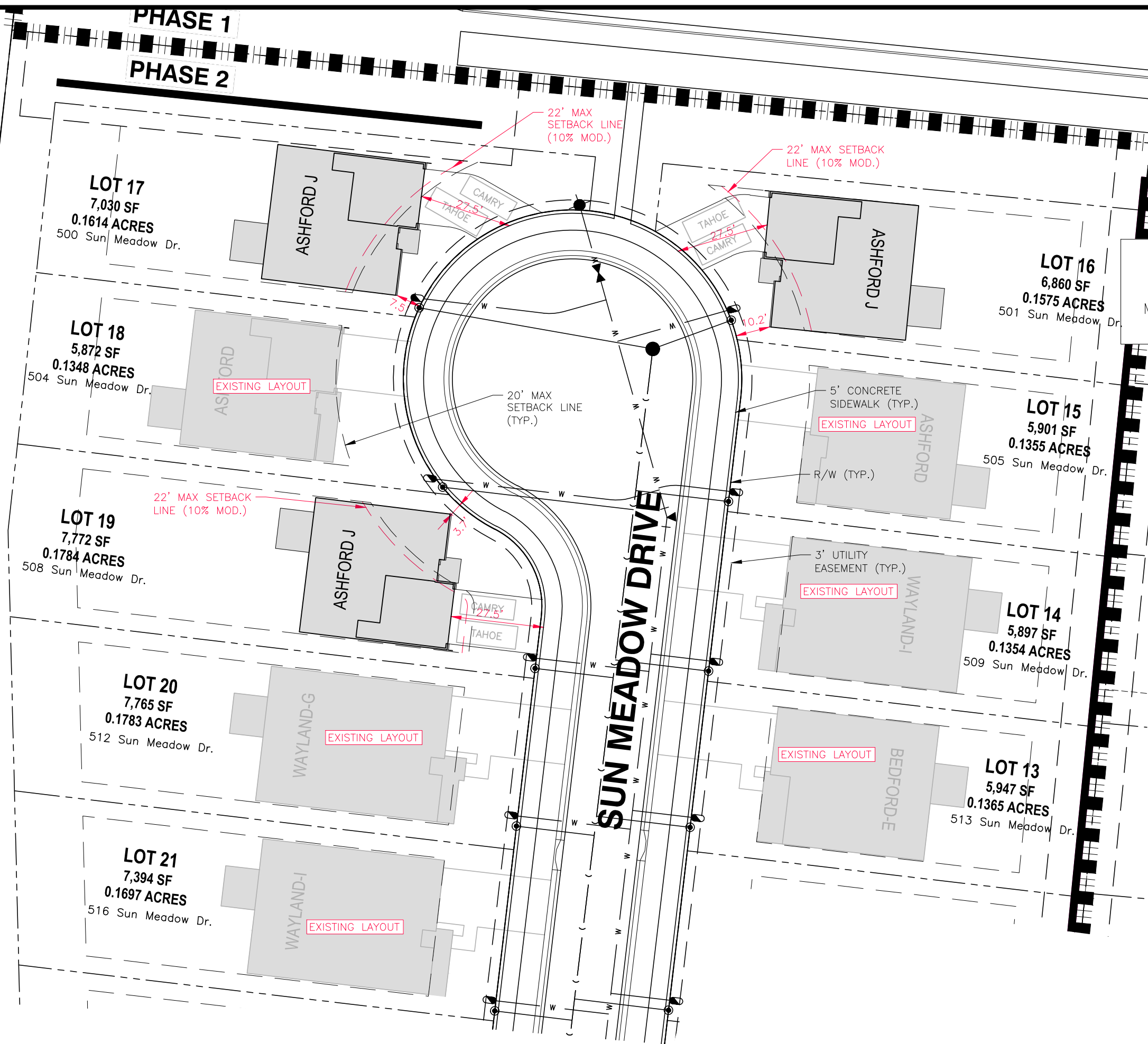


PLAN INFORMATION				
PROJECT NO.	2021110188.01	FILENAME	TMH-2021110188_01-Exhibit 1	
CHECKED BY	JCM	DRAWN BY	RJF	
SCALE	1"=30'	DATE	03.11.2024	

RADFORD GLEN
LOTS 16/17/19 EXHIBIT
WAKE FOREST TOWNSHIP, NORTH CAROLINA

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com





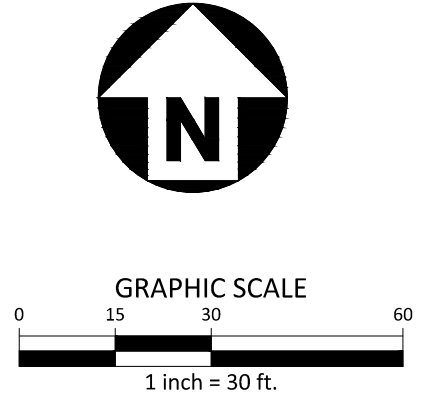
SITE DATA:
OWNER: TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PKWY STE 100
CARY, NC 27513-8636

ZONING: UR-CD

MAX. FRONT - 20'
MIN. GARAGE - 18'
MAX. GARAGE - 25'
MIN. SIDE - 5'
MIN. REAR - 20'

CAR SIZING:
TAHOE: 17.5' X 6.75'
CAMRY: 16' X 6'

EXHIBIT 2:
BUILDING PLACEMENT WITH 10%
MODIFICATION APPLIED TO GARAGE
SETBACK



PLAN INFORMATION				
PROJECT NO.	2021110188.01	FILENAME	TMH-2021110188_01-Exhibit 2	
CHECKED BY	JCM	DRAWN BY	RJF	1"=30'
SCALE		DATE	03.11.2024	

RADFORD GLEN
LOTS 16/17/19 EXHIBIT
WAKE FOREST TOWNSHIP, NORTH CAROLINA

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com



PLAN INFORMATION				
PROJECT NO.	2021110188.01	OWNER:	TAYLOR MORRISON OF CAROLINAS INC	
FILENAME	TMH-2021110188_01-Exhibit 3	FILENAME	15501 WESTON PKWY STE 100	
CHECKED BY	JCM	CHECKED BY	CARY, NC 27513-8636	
DRAWN BY	RJF	DRAWN BY		
SCALE	1"=30'	SCALE		
DATE	03.11.2024	DATE		

RADFORD GLEN
LOTS 16/17/19 EXHIBIT
WAKE FOREST TOWNSHIP, NORTH CAROLINA

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com



SITE DATA:
OWNER: TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PKWY STE 100
CARY, NC 27513-8636

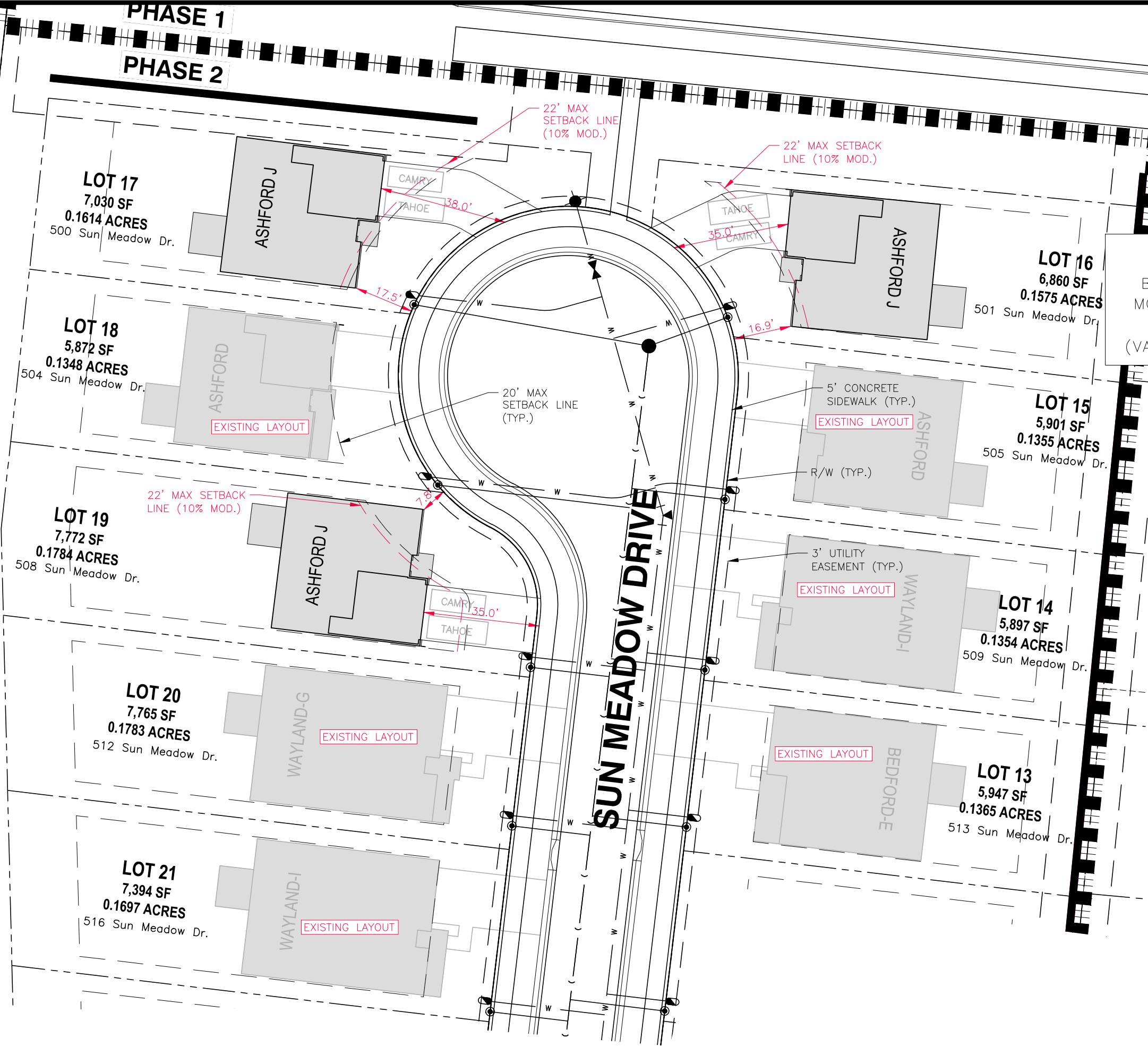
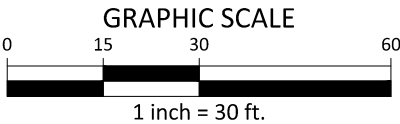
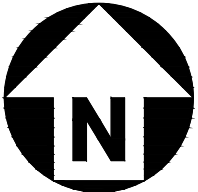
ZONING: UR-CD

MAX. FRONT - 20'
MIN. GARAGE - 18'
MAX. GARAGE - 25'
MIN. SIDE - 5'
MIN. REAR - 20'

CAR SIZING:
TAHOE: 17.5' X 6.75'
CAMRY: 16' X 6'

EXHIBIT 3:

BUILDING PLACEMENT WITH 10%
MODIFICATION APPLIED TO FRONT
BUILDING SETBACK
(VARIANCE REQUIRED FOR GARAGE)



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EXHIBIT 4:
REQUESTED VARIANCE TO
DIMENSIONAL STANDARDS

Table 1 - Maximum Garage & Building Setbacks per Variance Request			
	Lot 16	Lot 17	Lot 19
Max. Garage Setback from Sidewalk	35 ft	38 ft	35 ft
Max. Building Setback from ROW	22 ft	22 ft	22 ft

SITE DATA:
OWNER: TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PKWY STE 100
CARY, NC 27513-8636

ZONING: UR-CD

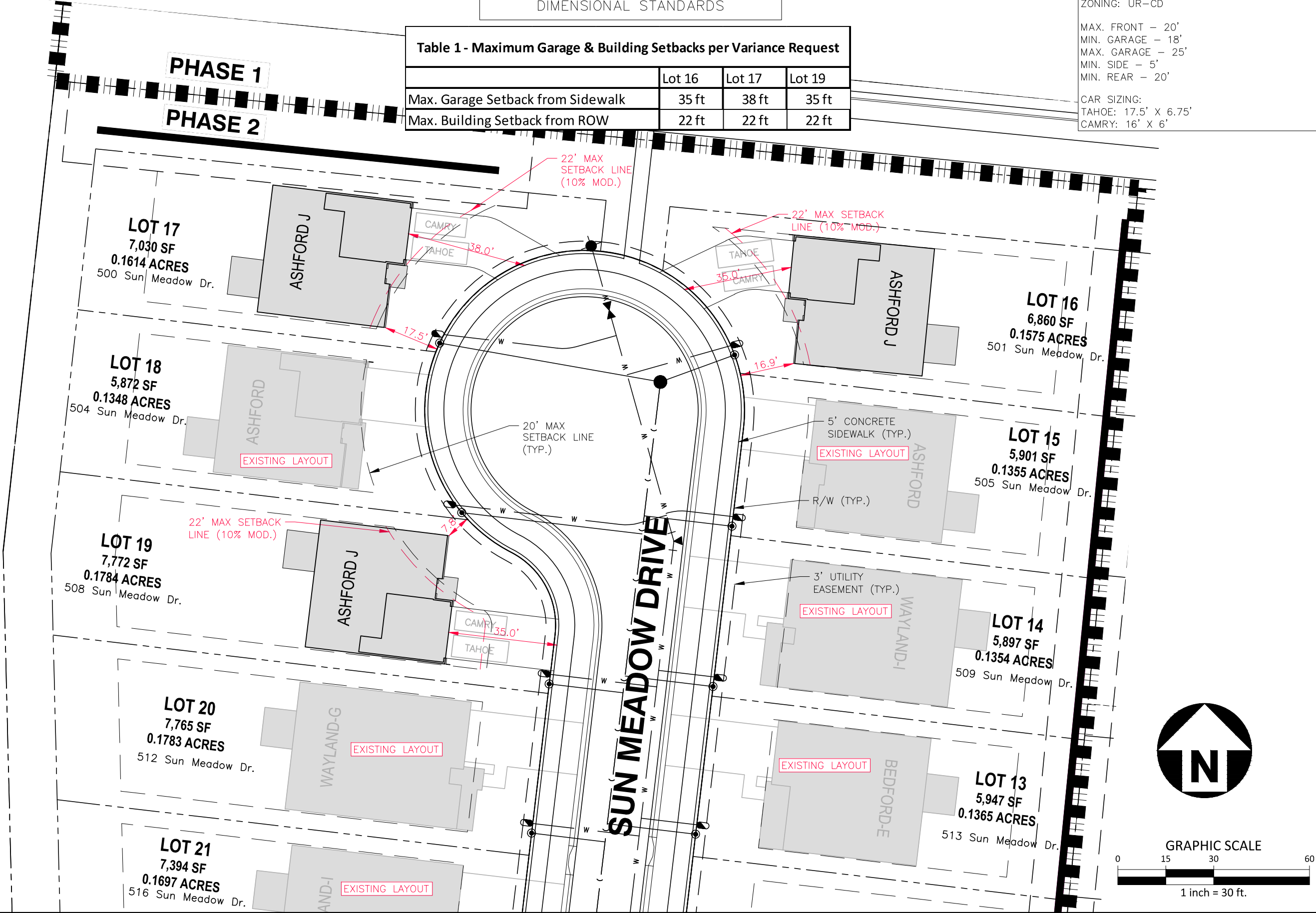
MAX. FRONT - 20'
MIN. GARAGE - 18'
MAX. GARAGE - 25'
MIN. SIDE - 5'
MIN. REAR - 20'

CAR SIZING:
TAHOE: 17.5' X 6.75'
CAMRY: 16' X 6'

PLAN INFORMATION			
PROJECT NO.	2021110188.01	FILENAME	TMH-2021110188_01-Exhibit 4
CHECKED BY	JCM	DRAWN BY	RJF
SCALE	1"=30'	DATE	03.11.2024

RADFORD GLEN
LOTS 16/17/19 EXHIBIT
WAKE FOREST TOWNSHIP, NORTH CAROLINA

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



M:\Projects\TMH\2021110188_01\04-Production\Engineering\Exhibits\2024-03-11 Additional Lots\TMH-2021110188_01-Exhibit 4.dwg, 3/11/2024 3:21:01 PM, Ron Flory

Radford Glen
Schmunk (Q-140477)
17 (010017)



CANCELLATION AGREEMENT
(Due to Lot Transfer Only)

This Cancellation Agreement (Due to Lot Transfer Only) ("**Cancellation Agreement**") is entered into as of 9/17/2023 ("**Cancellation Agreement Date**") by and between Taylor Morrison of Carolinas, Inc., a North Carolina corporation ("**Seller**") and Matthew James Schmunk ("**Buyer**") (collectively, the "**Parties**") based upon the following understandings:

A. Buyer and Seller entered into the Purchase Agreement for the following Property: 500 SUN MEADOW DRIVE, Wake Forest, Wake county, NC 27587 ("**Property**"). Pursuant to the Purchase Agreement, Buyer paid the following towards the purchase of the Property: (i) a total of \$45,000.00 in Deposits, as such term is defined in the Purchase Agreement; and (ii) a total of \$0.00 in Prepayment Incentive and/or Additional Deposit Incentive, as such terms are defined in the Incentive Addendum (collectively, "**Buyer Incentive Funds**").

B. Buyer desires to terminate the Purchase Agreement and purchase another property from Seller in Radford Glen located at 1537 Frog Hollow Way, Wake Forest 27587 ("**Replacement Property**"), pursuant to a new purchase agreement.

C. Solely on the basis that Buyer will purchase the Replacement Property, Seller agrees to terminate the Purchase Agreement and apply Buyer's Deposits and Buyer Incentive Funds to the Replacement Property pursuant to the terms and conditions set forth herein.

THEREFORE, the Parties agree as follows:

1. CANCELLATION OF PURCHASE AGREEMENT. By signing this Cancellation Agreement, the Parties acknowledge and agree the Purchase Agreement shall terminate and all rights and obligations of the Parties under the Purchase Agreement shall terminate.

2. APPLIED DEPOSITS AND BUYER INCENTIVE FUNDS. Upon full execution of this Cancellation Agreement and only upon full execution of a new purchase agreement for Buyer's purchase of the Replacement Property, Buyer's Deposits and, if applicable, any Buyer Incentive Funds will be applied to Buyer's purchase of the Replacement Property (collectively, "Applied Deposits") and the foregoing is not assignable to any other buyer of the Replacement Property.

3. RELEASE. Upon execution, delivery, and performance of this Cancellation Agreement and in consideration for the promises herein exchanged, the Parties agree to release and discharge each other and their respective officers, directors, agents, members, shareholders, employees, subsidiaries, predecessors, successors, heirs, administrators, attorneys, and insurers from all claims, rights, demands, suits, debts, liens, personal injuries, disabilities, damages, causes of action or obligations of any kind, relating to, whether directly or indirectly, the Property and/or the Property's Purchase Agreement.

4. AUTHORITY. The Parties signing this Cancellation Agreement represent that they have full authority and capacity to enter into this Cancellation Agreement

5. MISCELLANEOUS. This Cancellation Agreement may be executed in counterparts which together shall constitute the agreement of the Parties with one and the same instrument. Signatures may be conveyed by telecopy, facsimile, computer retrieval or other process by which electronic signals are transmitted by telephone or otherwise, in place of original signatures on this Cancellation Agreement. This Cancellation Agreement shall be governed by the laws of the state in which the Property is located. The Parties have executed this Cancellation Agreement as of the date set forth above. Each capitalized term used but not defined in this Cancellation has the meaning given to that term in the Purchase Agreement.

6. CONFIDENTIALITY. The parties agree that, except as provided in this paragraph, they will not disclose any term of this Agreement or any of the negotiations preceding or following this Agreement to any third party except: (a) with the prior written consent of the parties; (b) pursuant to a proper discovery request in the course of litigation or an order of court or other governmental body having jurisdiction to issue such order, in which event(s), the party subject to the discovery request or court order shall notify the other parties' attorneys immediately upon receipt of such discovery request or order and prior to any such disclosure; (c) to the parties' tax advisors or other persons employed by the parties with a business need to know of the terms; or (d) as may be necessary for the parties to establish or enforce rights under this Agreement. If asked about this Agreement, the parties and their attorneys may only disclose that the matter was compromised and settled on terms agreeable to the parties. To the extent such disclosure as permitted by this paragraph is made, the disclosing party shall endeavor to the

Radford Glen
Schmunk (Q-140477)
17 (010017)

maximum extent possible to limit disclosure and shall make disclosure to the extent practicable in a manner that preserves the confidentiality of this Agreement.

7. NON-DISPARAGEMENT. From and after the Cancellation Agreement Date, Buyer shall not: (a) criticize, denigrate, or otherwise disparage or cause disparagement of Taylor Morrison or its products, services, or employees; and (b) post, upload, or otherwise contribute negative, harassing, or defamatory information on any websites, social networks, or other mediums regarding Taylor Morrison, or its products, services, or employees. Buyer further agrees that within three (3) calendar days after the Cancellation Agreement Date, Homeowner will delete and/or otherwise remove or cause to be removed any previous posts, comments, or uploads made by Homeowner containing negative, harassing, defamatory, denigrating, criticizing, or disparaging information regarding Taylor Morrison, or its products, services, or employees (including but not limited to any filing with the Attorney General's Office or any other regulatory or quasi-regulatory authority such as the Better Business Bureau, if applicable). The parties agree that a breach of the non-disparagement provisions will entitle the other party to seek any and all remedies available at law or in equity to which they may be entitled, including, without limitation, damages, injunctive relief or contempt.

(Signatures follow on next page)

Radford Glen
Schmunk (Q-140477)
17 (010017)

BUYER:

DocuSigned by:
Matthew James Schmunk
8FCC31FAD39A4E1...
Matthew James Schmunk

9/17/2023
Date

Date

Date

Date

SELLER’S COMMUNITY SALES MANAGER:

DocuSigned by:
Caroline Huertas
F3E5E1C9743140C...
Caroline Huertas

9/17/2023
Date

SELLER’S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Carolinas, Inc., a North Carolina corporation

By: *Sarah Larson*
E8E21F3B77BA4E1...
Name: Sarah Larson
Title: VP Finance

9/18/2023
Date



Radford Glen
Cherukupally (Q-137728)
18 (010018)

CANCELLATION AGREEMENT (Partial Deposits Returned to Buyer)

This Cancellation Agreement (Partial Deposits Returned to Buyer) ("**Cancellation Agreement**") is entered into as of 1/10/2024 ("**Cancellation Agreement Date**") by and between Taylor Morrison of Carolinas, Inc., a North Carolina corporation ("**Seller**") and Pradeep Cherukupally, Agnetha Samudrala ("**Buyer**") (collectively, the "**Parties**") based upon the following understandings:

A. Buyer and Seller entered into the Purchase Agreement for the following Property: 504 SUN MEADOW DRIVE, Wake Forest, Wake county, NC 27587 ("**Property**"). Pursuant to the Purchase Agreement, Buyer paid the following towards the purchase of the Property: (i) a total of \$40,000.00 in Deposits, as such term is defined in the Purchase Agreement; and (ii) a total of \$0.00 in Prepayment Incentive and/or Additional Deposit Incentive, as such terms are defined in the Incentive Addendum (collectively, "**Buyer Incentive Funds**").

B. Buyer and Seller agree to terminate the Purchase Agreement pursuant to the terms and conditions set forth herein and the paragraph of the Purchase Agreement entitled "Cancellation."

THEREFORE, the Parties agree as follows:

1. **CANCELLATION OF PURCHASE AGREEMENT.** By signing this Cancellation Agreement, the Parties acknowledge and agree the Purchase Agreement shall terminate and all rights and obligations of the Parties under the Purchase Agreement shall terminate.
2. **PARTIAL RETURN OF DEPOSITS AND RETURN OF BUYER INCENTIVE FUNDS.** Seller shall retain that portion of the Deposits equal to \$20,000.00 ("**Retained Amount**") and shall return to Buyer the balance of the Deposits and the Buyer Incentive Funds in the amount of \$20,000.00 ("**Returned Amount**"). Seller shall return the Returned Amount to Buyer within 30 days of the Cancellation Agreement Date (unless an earlier time-period is required by statute), subject to clearance of Buyer's original check(s). If Buyer is more than one person, Seller will return the Returned Amount by check payable jointly to all Buyers, regardless of from whom the funds were originally paid, in accordance with the paragraph of the Purchase Agreement entitled "Cancellation" and without any liability on Seller for doing so.
3. **RELEASE.** Upon execution of this Cancellation Agreement and in consideration for the promises herein exchanged, the Parties agree to release and discharge each other and their respective officers, directors, agents, members, shareholders, employees, subsidiaries, predecessors, successors, heirs, administrators, attorneys, and insurers from all claims, rights, demands, suits, debts, liens, personal injuries, disabilities, damages, causes of action or obligations of any kind, relating to, whether directly or indirectly, the Property and/or the Purchase Agreement.
4. **AUTHORITY.** The Parties signing this Cancellation Agreement represent that they have full authority and capacity to enter into this Cancellation Agreement.
5. **MISCELLANEOUS.** This Cancellation Agreement may be executed in counterparts which together shall constitute the agreement of the Parties with one and the same instrument. Signatures may be conveyed by telecopy, facsimile, computer retrieval or other process by which electronic signals are transmitted by telephone or otherwise, in place of original signatures on this Cancellation Agreement. This Cancellation Agreement shall be governed by the laws of the state in which the Property is located. The Parties have executed this Cancellation Agreement as of the date set forth above. Each capitalized term used but not defined in this Cancellation Agreement has the meaning given to that term in the Purchase Agreement.
6. **CONFIDENTIALITY.** The parties agree that, except as provided in this paragraph, they will not disclose any term of this Agreement or any of the negotiations preceding or following this Agreement to any third party except: (a) with the prior written consent of the parties; (b) pursuant to a proper discovery request in the course of litigation or an order of court or other governmental body having jurisdiction to issue such order, in which event(s), the party subject to the discovery request or court order shall notify the other parties' attorneys immediately upon receipt of such discovery request or order and prior to any such disclosure; (c) to the parties' tax advisors or other persons employed by the parties with a business need to know of the terms; or (d) as may be necessary for the parties to establish or enforce rights under this Agreement. If asked about this Agreement, the parties and their attorneys may only disclose that the matter was compromised and settled on terms agreeable to the parties. To the extent such disclosure as permitted by this paragraph is made, the disclosing party shall endeavor to the

Radford Glen
Cherukupally (Q-137728)
18 (010018)

maximum extent possible to limit disclosure and shall make disclosure to the extent practicable in a manner that preserves the confidentiality of this Agreement.

7. **NON-DISPARAGEMENT.** From and after the Cancellation Agreement Date, Buyer shall not: (a) criticize, denigrate, or otherwise disparage or cause disparagement of Taylor Morrison or its products, services, or employees; and (b) post, upload, or otherwise contribute negative, harassing, or defamatory information on any websites, social networks, or other mediums regarding Taylor Morrison, or its products, services, or employees. Buyer further agrees that within three (3) calendar days after the Cancellation Agreement Date, Buyer will delete and/or otherwise remove or cause to be removed any previous posts, comments, or uploads made by Buyer containing negative, harassing, defamatory, denigrating, criticizing, or disparaging information regarding Taylor Morrison, or its products, services, or employees (including but not limited to any filing with the Attorney General's Office or any other regulatory or quasi-regulatory authority such as the Better Business Bureau, if applicable). The parties agree that Buyer's breach of the non-disparagement provisions will entitle Taylor Morrison to seek any and all remedies available at law or in equity to which it may be entitled, including, without limitation, damages, injunctive relief or contempt.

(Signatures follow on next page)

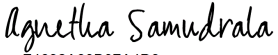
Radford Glen
Cherukupally (Q-137728)
18 (010018)

BUYER:

DocuSigned by:

856C8EE27A9244E...
Pradeep Cherukupally

1/14/2024
Date

DocuSigned by:

F4632A60B07A4D3...
Agnetha Samudrala

1/14/2024
Date

Date

Date

SELLER’S COMMUNITY SALES MANAGER:

DocuSigned by:

4786A2483A70468...
Asya LeBeau

1/14/2024
Date

SELLER’S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Carolinas, Inc., a North Carolina corporation

By: 
Name: Sarah Larson
Title: VP Finance

1/15/2024
Date



Radford Glen
Chadalawada (Q-141395)
19 (010019)

CANCELLATION AGREEMENT
(Deposits Returned to Buyer)

This Cancellation Agreement (Deposits Returned to Buyer) ("**Cancellation Agreement**") is entered into as of 8/1/2023 ("**Cancellation Agreement Date**") by and between Taylor Morrison of Carolinas, Inc., a North Carolina corporation ("**Seller**") and Sai Mourya Chadawalawada, Manjeera Cherukumalli ("**Buyer**") (collectively, the "**Parties**") based upon the following understandings:

A. Buyer and Seller entered into the Purchase Agreement for the following Property: 508 SUN MEADOW DRIVE, Wake Forest, Wake county, NC 27587 ("**Property**"). Pursuant to the Purchase Agreement, Buyer paid the following towards the purchase of the Property: (i) a total of \$40,000.00 in Deposits, as such term is defined in the Purchase Agreement; and (ii) a total of \$0.00 in Prepayment Incentive and/or Additional Deposit Incentive, as such terms are defined in the Incentive Addendum (collectively, "**Buyer Incentive Funds**").

B. Buyer and Seller agree to terminate the Purchase Agreement pursuant to the terms and conditions set forth herein and the paragraph of the Purchase Agreement entitled "Cancellation."

THEREFORE, the Parties agree as follows:

1. **CANCELLATION OF PURCHASE AGREEMENT.** By signing this Cancellation Agreement, the Parties acknowledge and agree the Purchase Agreement has been terminated and all rights and obligations of the Parties under the Purchase Agreement have terminated.
2. **DEPOSIT AND BUYER INCENTIVE FUNDS REFUNDED TO BUYER.** Within 30 days of the Cancellation Agreement Date, unless an earlier time-period is required by statute, Seller shall return the Deposits and the Buyer Incentive Funds to Buyer, subject to deduction of any applicable fees owed to the Closing Agent and the clearance of Buyer's original check(s). If Buyer is more than one person, Seller will return the funds by check payable jointly to all Buyers, regardless of from whom the funds were originally paid or any subsequent requests to the contrary, in accordance with the paragraph of the Purchase Agreement entitled "Cancellation" and without any liability on Seller for doing so.
3. **RELEASE.** Upon execution, delivery, and performance of this Cancellation Agreement and in consideration for the promises herein exchanged, the Parties agree to release and discharge each other and their respective officers, directors, agents, members, shareholders, employees, subsidiaries, predecessors, successors, heirs, administrators, attorneys, and insurers from all claims, rights, demands, suits, debts, liens, personal injuries, disabilities, damages, causes of action or obligations of any kind, relating to, whether directly or indirectly, the Property and/or the Purchase Agreement.
4. **AUTHORITY.** The Parties signing this Cancellation Agreement represent that they have full authority and capacity to enter into this Cancellation Agreement.
5. **MISCELLANEOUS.** This Cancellation Agreement may be executed in counterparts which together shall constitute the agreement of the Parties with one and the same instrument. Signatures may be conveyed by telecopy, facsimile, computer retrieval or other process by which electronic signals are transmitted by telephone or otherwise, in place of original signatures on this Cancellation Agreement. This Cancellation Agreement shall be governed by the laws of the state in which the Property is located. Each capitalized term used but not defined in this Cancellation Agreement has the meaning given to that term in the Purchase Agreement. The Parties have executed this Cancellation Agreement as of the date set forth above.
6. **CONFIDENTIALITY.** The parties agree that, except as provided in this paragraph, they will not disclose any term of this Agreement or any of the negotiations preceding or following this Agreement to any third party except: (a) with the prior written consent of the parties; (b) pursuant to a proper discovery request in the course of litigation or an order of court or other governmental body having jurisdiction to issue such order, in which event(s), the party subject to the discovery request or court order shall notify the other parties' attorneys immediately upon receipt of such discovery request or order and prior to any such disclosure; (c) to the parties' tax advisors or other persons employed by the parties with a business need to know of the terms; or (d) as may be necessary for the parties to establish or enforce rights under this Agreement. If asked about this Agreement, the parties and their attorneys may only disclose that the matter was compromised and settled on terms agreeable to the parties. To the extent such disclosure as permitted by this paragraph is made, the disclosing party shall endeavor to the

Radford Glen
Chadalawada (Q-141395)
19 (010019)

maximum extent possible to limit disclosure and shall make disclosure to the extent practicable in a manner that preserves the confidentiality of this Agreement.

7. **NON-DISPARAGEMENT.** From and after the Cancellation Agreement Date, Buyer shall not: (a) criticize, denigrate, or otherwise disparage or cause disparagement of Taylor Morrison or its products, services, or employees; and (b) post, upload, or otherwise contribute negative, harassing, or defamatory information on any websites, social networks, or other mediums regarding Taylor Morrison, or its products, services, or employees. Buyer further agrees that within three (3) calendar days after the Cancellation Agreement Date, Homeowner will delete and/or otherwise remove or cause to be removed any previous posts, comments, or uploads made by Homeowner containing negative, harassing, defamatory, denigrating, criticizing, or disparaging information regarding Taylor Morrison, or its products, services, or employees (including but not limited to any filing with the Attorney General's Office or any other regulatory or quasi-regulatory authority such as the Better Business Bureau, if applicable). The parties agree that a breach of the non-disparagement provisions will entitle the other party to seek any and all remedies available at law or in equity to which they may be entitled, including, without limitation, damages, injunctive relief or contempt.

(Signatures follow on next page)

Radford Glen
Chadalawada (Q-141395)
19 (010019)

BUYER:

DocuSigned by:
Sai Mourya Chadalawada
3927F79EC3144FB...

Sai Mourya Chadalawada

8/1/2023

Date

DocuSigned by:
Manjeera Cherukumalli
FD0E4545512642C...

Manjeera Cherukumalli

8/1/2023

Date

Date

Date

SELLER'S COMMUNITY SALES MANAGER:

DocuSigned by:
Asya LeBeau
4786A2483A70468...

Asya LeBeau

8/1/2023

Date

SELLER'S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Carolinas, Inc., a North Carolina corporation

By: *Kathy Floyd*
51968CE89D98455...

Name: Kathy Floyd

8/1/2023

Date

Title: VP Sales and Marketing



Board of Adjustment Agenda Item Report

Agenda Item No.: 2024-111-
Submitted by: Courtney Tanner
Submitting Department: Planning
Meeting Date: March 21, 2024

SUBJECT

Public Hearing on and Consideration of BOA-23-06, an appeal to the issuance of Notice of Violation (V-23-543) issued on December 3, 2023

(The applicant has requested to table the public hearing to the April 18, 2024 Board of Adjustment meeting)

Recommendation:

Item Summary:

ATTACHMENTS

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