



**CAMDEN COUNTY**

NORTH CAROLINA • USA

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# **PLANNING BOARD**

**July 15, 2020**

**7:00 PM**

**Regular Meeting**

**Historic Courtroom**

**Courthouse Complex**

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## **Agenda**

**Camden County Planning Board  
Regular Meeting  
July 15, 2020, 7:00 PM  
Historic Courtroom, Courthouse Complex**

**ITEM I.     Call to Order & Welcome**

**ITEM II.    Consideration of Agenda**

**ITEM III.   Consideration of Minutes - June 17, 2020**

PB Minutes - 6-17-20

**ITEM IV.    Old Business**

UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued)

**ITEM V.     New Business - NONE**

**ITEM VI.    Info from Board and Staff**

**ITEM VII.   Consider Date of Next Meeting - August 19, 2020**

**ITEM VIII. Adjourn**

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# CAMDEN COUNTY

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## Camden County Planning Board AGENDA ITEM SUMMARY SHEET

### **Minutes**

**Item Number:**

**Meeting Date:**

July 15, 2020

**Submitted By:**

Amy Barnett, Planning Clerk  
Planning & Zoning  
Prepared by: Amy Barnett

**Item Title**

PB Minutes - 6-17-20

**Attachments:**

pbminutes\_06172020 (PDF)

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# CAMDEN COUNTY PLANNING BOARD

Regular Meeting – June 17, 2020

**Camden County Planning Board  
Regular Meeting  
June 17, 2020 7:00 PM  
Historic Courtroom, Courthouse Complex  
Camden, North Carolina**

## MINUTES

*The regular meeting of the Camden County Planning Board was held on June 17, 2020 in the Historic Courtroom, Camden, North Carolina. The following members were present:*

### **CALL TO ORDER & WELCOME**

Planning Board Members Present:

Attendee Name	Title	Status	Arrived
Calvin Leary	Chairman	Present	6:50 PM
Fletcher Harris	Board Member	Present	6:50 PM
Rick McCall	Board Member	Absent	
Ray Albertson	Board Member	Present	6:50 PM
Steven Bradshaw	Board Member	Present	6:50 PM
Cathleen M. Saunders	Board Member	Present	6:50 PM
Nathan Lilley	Board Member	Present	6:50 PM

Staff Members Present:

Attendee Name	Title	Status	Arrived
Dan Porter	Planning Director	Present	6:45 PM
Amber Curling	Zoning Officer	Present	6:45 PM
Amy Barnett	Planning Clerk	Present	6:35 PM

Others Present:

Attendee Name	Title / Company	Meeting Section
Eddie Hyman	Timmons Group, Agent for Applicant	New Business # A
Mark Bissell	Bissell Professional Group, Agent for Applicant	New Business # B
Virginia N. Matthews	Adjacent Property Owner	New Business # B
Herbert Mullen	Attorney for Virginia N. Matthews	New Business # B

### **INTRODUCTION OF NEW ZONING OFFICER**

Dan Porter introduced Amber Curling, the new Zoning Officer, who took over for Dave Parks upon his retirement.

## CAMDEN COUNTY PLANNING BOARD

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### **ADMINISTER OATH OF OFFICE - Steve Bradshaw**

Planning Clerk Amy Barnett administered the Oath of Office to Planning Board Member Steve Bradshaw. Copy of signed / Notarized oath is on file in the Planning Office.

### **CONSIDERATION OF AGENDA**

#### ***Motion to Approve Agenda as Presented***

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ray Albertson, Board Member
<b>SECONDER:</b>	Steven Bradshaw, Board Member
<b>AYES:</b>	Leary, Harris, Albertson, Bradshaw, Saunders, Lilley
<b>ABSENT:</b>	McCall

### **CONSIDERATION OF MINUTES - FEBRUARY 19, 2020**

#### ***Motion to Approve 2-19-20 Minutes as Written***

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Fletcher Harris, Board Member
<b>SECONDER:</b>	Cathleen M. Saunders, Board Member
<b>AYES:</b>	Leary, Harris, Albertson, Bradshaw, Saunders, Lilley
<b>ABSENT:</b>	McCall

### **OLD BUSINESS**

There was no Old Business.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

# CAMDEN COUNTY PLANNING BOARD

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## **NEW BUSINESS**

### **UDO 2020-05-32 Rezoning Request Tonter Investments Inc.**

Amber Curling described this agenda item and went over the staff report as incorporated herein below:

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**STAFF REPORT**  
**UDO 2020-05-32**  
**Zoning Map Amendment**

#### **PROJECT INFORMATION:**

**File Reference:** UDO 2020-05-32  
**Project Name:** N/A  
**PIN:** 02-8934-04-81-1727-0000

**Applicant:** Tonter Investments Inc.  
**Address:** P. O. Box 66  
Currituck, NC 27929  
**Phone:** N/A  
**Email:** N/A

**Agent for Applicant:** Timmons Group  
**Address:** 1805 W City Dr., Unit E  
Elizabeth City, NC 27909  
**Phone:** 252-621-5030  
**Fax:** 252-562-6974  
**Email:** eddie.hyman@timmons.com

**Current Owner of Record:** Applicant

**Meeting Dates:**  
6/08/2020 **Neighborhood**  
6/17/2020 **Planning Board**

**Application Received:** 5/20/2020  
**By:** Amber Curling, Zoning Officer

**Application Fee paid:** \$650.00, Check# 3222

**Completeness of Application:** Application is generally complete

#### **Documents received upon filing of application or otherwise included:**

- A.** Rezoning Application
- B.** Deed
- C.** GIS Aerial, Current zoning, CAMA Future Land Use, Comprehensive Plan Future Land Use, Wetlands, Floodplain and CAMA Land Use Plan Suitability Maps
- D.** Neighborhood Meeting Comments
- E.** Zoning Comparison RR and NR

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

# CAMDEN COUNTY PLANNING BOARD

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**REQUEST:**

Rezone approximately 3 acres from Rural Residential (RR) to Neighborhood Residential (NR) on Parcel with PIN 02-8934-04-81-1727-0000. The property is located directly across from 267 Country Club Road in Courthouse Township.

**From:** Rural Residential (RR) Article 151.3.5.3 (Purpose Statement)

The Rural Residential (RR) district is established to accommodate low density residential neighborhoods and supporting uses on lots near bona fide farms and agricultural areas in the rural portion of the County. The district is intended to accommodate residential development in ways that will not interfere with agricultural activity or negatively impact the rural character of the County. One of the primary tools for character protection is the requirement to configure residential subdivisions of more than five lots as conservation subdivisions. The conservation subdivision approach seeks to minimize the visibility of new residential development from adjacent roadways through proper placement and screening. The district accommodates several differing agricultural uses and single-family detached homes. It also allows supporting uses like educational facilities, parks, public safety facilities, and utilities. District regulations discourage uses that interfere with the development of residential dwellings or that are detrimental to the rural nature of the district.

**To:** Neighborhood Residential (NR) - Article 151.3.5.5 (Purpose Statement)

The Neighborhood Residential (NR) district serves as a transition district from the rural and suburban portions of the County to areas proximate to village centers and major commercial corridors. The district is intended to accommodate single-family detached homes in a neighborhood setting at moderate densities. Mobile and manufactured homes on individual lots, conservation subdivisions, and agricultural uses are limited in order to preserve the district's neighborhood character. Manufactured homes are not allowed on lots within 5,280 linear feet of a village center boundary. The district's 40,000-square-foot minimum lot area may be reduced when lots are within one mile of a designated village center boundary and served by public sewer. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the district's single-family detached neighborhood character.

**Maps Show:**

- **Vicinity Map:** Courthouse Township, directly across from 267 Country Club Rd
- **CAMA Land Suitability:** Mostly Very High, small portion of back corner Moderate
- **CAMA Future Land Use Map:** Low Density Residential
- **Comprehensive Plan Future Land Use Map:** Rural Residential One Acre
- **Wetlands Map:** N/A - Not wetlands
- **Floodplain Map:** Flood Zone X
- **Zoning Map:** Rural Residential

# CAMDEN COUNTY PLANNING BOARD

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## SITE DATA:

**Lot size:** Approximately 3 acres.  
**Flood Zone:** X  
**Zoning District(s):** Rural Residential (RR)  
**Existing Land Uses:** Vacant-Farmland

## Adjacent Zoning & Uses:

	North	South	East	West
<b>Zoning</b>	Rural Residential (RR)	Neighborhood Residential (NR)	Rural/Neighborhood Residential (RR/NR)	Rural/Neighborhood Residential (RR/NR)
<b>Use &amp; size</b>	Farmland	Residential Lots	Residential Lots/Farmland	Residential Lots/Farmland

**Proposed Use(s )** - Residential Lots

**Description/History of property:** Property is located adjacent to Courthouse Core Village on Country Club Road. Property has been farmed.

## ENVIRONMENTAL ASSESSMENT:

### Streams, Creeks, Major Ditches:

**Distance & description of nearest outfall:** It appears the property drains to an easement on the north side in farm field. The flow continues behind 281 Country Club Rd, then crossing Country Club east of Sharon Lane flowing south to Pasquotank River.

## INFRASTRUCTURE & COMMUNITY FACILITIES:

- **Water:** Water lines are located adjacent to property along Country Club Rd.
- **Sewer:** Not available.
- **Fire District:** South Camden Fire District.
- **Schools:** Proposed zoning will have minimal impact on Schools.
- **Traffic:** Proposed zoning will have minimal impact on Traffic

## PLANS CONSISTENCY:

**CAMA Land Use Plan Policies & Objectives:** **Consistent.** The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005. The proposed zoning change is consistent in that the Future Land Use Maps has property identified as **Low Density Residential on 1-2 acres or greater.**

**2035 Comprehensive Plan:** **Consistent.** While the current Rural Residential Zoning requires a minimum of two acres, the proposed zoning change is consistent as the County's Comprehensive Plan (Adopted 2012) as the Future Land Use Map shows the property to be Rural Residential of 1-2 acres.

**Comprehensive Transportation Plan:** **Consistent.** Property abuts Country Club Road.

**Other Plans officially adopted by the Board of Commissioners:** N/A

# CAMDEN COUNTY PLANNING BOARD

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## FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Will the proposed zoning change enhance the public health, safety or welfare? **Yes.** Reasoning: The proposed zoning change will allow moderate density residential uses near the Core Village to support commercial development.

Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification? **Yes.** Reasoning: The proposed zoning will allow for moderate density residential uses.

For proposals to re-zone to non-residential districts along major arterial roads: **N/A** Reasoning: Not along a major arterial road.

Is this an expansion of an adjacent zoning district of the same classification? **N/A** Reasoning: Not along a major arterial road.

What extraordinary showing of public need or demand is met by this application? **N/A** Reasoning: Not along a major arterial road.

Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances? **No.** Reasoning: All uses permitted in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.

Does the request impact any CAMA Areas of Environmental Concern? **No.** Reasoning: Property is outside any CAMA Areas of Environmental Concern.

Does the county need more land in the zoning class requested? **Yes.** Reasoning: In the appropriate location, this would include the 1 mile buffer adjacent to the Core Village. This parcel is just outside the Courthouse Core Village Area.

Is there other land in the county that would be more appropriate for the proposed uses? **No.** Reasoning: Moderate density residential development areas would enhance the area adjacent to all Core Villages within Camden County.

Will not exceed the county's ability to provide public facilities: **No.** The proposed zoning will have minor impact on all public facilities, it is only 3 acres.

- **Schools** - Projected students maximum 1.956 (3 x 0.6521) and minimum student 1.304 (2 x 0.6521)
- **Fire and Rescue** - Minimal impact.
- **Law Enforcement** - Minimal impact.
- **Parks & Recreation** - Minimal impact.
- **Traffic Circulation or Parking** - Minimal impact.
- **Other County Facilities** - Minimal impact.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

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Is This A Small Scale "Spot" Rezoning Request Requiring Evaluation Of Community Benefits? No.

If Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning		
Without rezoning		

## STAFF COMMENTARY:

The applicant seeks to subdivide the three acre parcel thus providing moderate density residential development area adjacent to Core Village. The property is located in an area that is supported by both the CAMA and Comprehensive Plans Future Land Use Maps as neighborhood residential development.

## Consistency statement:

The requested zoning change is consistent with both the CAMA and Comprehensive Future Land Use Maps that reflect allowing an increased density in residential development in targeted areas of the County.

## Recommendation:

Planning Staff recommends approval of the Rezoning Application (UDO 2020-05-32) to rezone three acres from Rural Residential (RR) to Neighborhood Residential (NR).

Eddie Hyman of The Timmons Group, Agent for the Applicant, was present and spoke regarding this rezoning request.

- Tonter Investments purchased the property from Camden United Methodist Church
- Surrounding property is zoned Neighborhood Residential (NR)
- Rural Residential (RR) requires a minimum 2 acres for subdivision of land
- NR requires 40,000 square feet for subdivision
- Tonter Investments wants to divide the land into 3 lots
- NR will blend well with the surrounding neighborhood
- Small lots in the area are encouraged, and believes it to be a wise decision to rezone

Nathan Lilley questioned the perkability of the land. Dan Porter replied that it is a concern, and that the land was tested back in 2011 for overall perkability, not just on 1 acre, when the church did a minor subdivision for this property. Mr. Porter further stated that the applicant is aware that each lot will have to perk, and is aware of the soils issues and has chosen to ask for the rezoning anyway.

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Mr. Hyman added that the property in question was subdivided back in 2011 by the church as a minor subdivision. The property had a provisionally suitable site evaluation, there was a drainage easement established and drainage improvements were made due to a high water table. Those improvements will run with the property. If this goes forward with a plat, it will have to have a favorable site evaluation. If rezoning is approved, and depending on the site evaluation, the property will be divided into 2 or 3 lots.

Chairman Calvin Leary asked Mr. Hyman if each lot would have to perk. Mr. Hyman replied that they would have to perk.

Chairman Calvin Leary asked if there were any further questions or comments from the Board. Hearing none, he called for a motion.

### ***Motion to Approve UDO 2020-05-32 Rezoning Request Tonter Investments Inc., 3 Acres from RR to NR on Country Club Road***

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Nathan Lilley, Board Member
<b>SECONDER:</b>	Ray Albertson, Board Member
<b>AYES:</b>	Leary, Harris, Albertson, Bradshaw, Saunders, Lilley
<b>ABSENT:</b>	McCall

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### **UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan**

Dan Porter described this agenda item and went over the staff report / findings as incorporated herein below:

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**UDO 2020-01-36  
FINDINGS  
South Mills Landing  
Planned Development**

**PROJECT INFORMATION:**

<b>File Reference:</b>	UDO 2020-01-36
<b>Project Name:</b>	South Mills Landing
<b>PIN:</b>	01-7989-00-43-1290, 01-7988-01-49-2837
<b>Applicant:</b>	South Mills Landing LLC Reese Smith, Sr.
<b>Address:</b>	P.O. Box 9636 Chesapeake, VA
<b>Phone:</b>	(757) 499-4772
<b>Email:</b>	reesesr@reesesmithassociates.com

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**Agent for Applicant:** Bissell Professional Group  
Mark Bissell  
**Address:** 3512 N. Croatan Hwy  
Kitty Hawk, NC 27949  
**Phone:** (252) 261-3266  
**Email:** mark@bissellprofessionalgroup.com

**Current Owner of Record:** Same as applicant

**Meeting Dates:**

Neighborhood Meeting: January 29, 2020  
Technical Review: February 11, 2020  
Planning Board: June 17, 2020

**Application Received:** 1/30/2020  
**By:** David Parks, Permit Officer  
**Application Fee paid:** \$29,000 Check #1672  
**Stormwater Review Fee:** \$6000 Check #1668

**Completeness of Application:** Application is generally complete

**Documents received upon filing of application or otherwise included:**

- F. Land Use Application
- G. Master Plan South Mills Landing PD
- H. Developmental Impact Statement
- I. Traffic Impact Analysis
- J. Proposed Development Agreement
- K. Technical Review Committee inputs.

**REQUEST:** Master Plan/Preliminary Plat - South Mills Landing Planned Development for 580 (single and multifamily) units with commercial and recreational areas.

**Maps Show:**

**Vicinity Map:** Property located along US 17 near Horseshoe Road  
**Core Village Lines:** Property located inside core village  
**Zoning Map:** Property zoned Planned Development  
**Flood Zone Map:** Flood Zone Mostly AE, Some X  
**CAMA Future Land Use Map:** Mostly Planned Unit Development, Tiny sliver Conservation  
**Comprehensive Plan Future Land Use Map:** Upper portion Village Mixed-Use, Lower Portion Village Residential

**PROJECT LOCATION:**

**Street Address:** Parcels located off Main Street and Horseshoe Road  
**Location Description:** South Mills Township

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

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## SITE DATA

**Lot size:** Approximately 185 acres.  
**Flood Zone:** Zone AE/X (Majority in AE Flood Zone)  
**Zoning District(s):** Base Zoning; Planned Unit Development (PUD)  
**Adjacent property uses:** Residential/Agriculture/Woodland  
**Streets:** Shall be dedicated to public under control of NCDOT.  
**Street name:** See Master Plan (Street Names approved by Central Communications)  
**Open Space:** Provided: Approximately 65 acres  
**Landscaping:** Landscaping Plan provided  
**Buffering:** Per Article 151.5.5.4, a 50' landscaped vegetative buffer required along all property lines that abut agricultural uses.  
**Recreational Land:** 383 Single Family Lots X 1452sf = 12.76 acres

## ENVIRONMENTAL ASSESSMENT:

**Streams, Creeks, Major Ditches:**

**Distance & description of nearest outfall:** Outfall from North Tract is approximately 1800 feet. Outfall from South Tract is adjacent to property (wetlands).

## TECHNICAL REVIEW STAFF (SKETCH PLAN) COMMENTS:

1. **South Mills Water Association.** No written response.
2. **Albemarle Regional Health Department.** N/A
3. **South Camden Water & Sewer District:** Approved. See attached.
4. **South Mills Fire Department.** Disapproved. See attached.
5. **Postmaster Elizabeth City.** No response. Did not attend TRC meeting.
6. **Army Corps of Engineer.** There was a proposed canoe launch located on the North Tract adjacent to the canal, however was removed based on attached email from Army Corps.
7. **Superintendent Camden County Schools.** Approved with comments. See attached.
8. **Superintendent/Transportation Director of Schools.** Approved with following comment.
9. **Sheriff's Office.** Disapproved. See attached.
10. **Camden Soil & Water Conservationist.** Reviewed with comments/conditions. See attached.
11. **NCDOT.** No response.
12. **Parks & Recreation.** No response.
13. **Mediacom.** No response.
14. **Albemarle EMC.** No response.
15. **Century Link.** No response.
16. **Pasquotank EMS.** Street names approved.

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## PLANS CONSISTENCY:

**CAMA Land Use Plan Policies & Objectives: Consistent.** CAMA Plan future land use maps has land identified as a Planned Unit Development.

**2035 Comprehensive Plan: Consistent.** Comprehensive Plan has North Tract designated as Village Mixed Use and South Tract as Village Residential (VR). Location of land is within the Core Village of South Mills.

**Comprehensive Transportation Plan: Consistent.** There will be two accesses with a third maintenance access for the North Tract. There will be two accesses off Main Street for the South Tract.

## FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

**Endangering the public health and safety? Yes.** Based on TRC input from Sherriff and SM Fire, project could have impact on public safety based on manning and infrastructure concerns.

**Injure the value of adjoining or abutting property. No.** Without any evidence to the contrary - staffs opinion is that application does not appear to injure the value of adjoining or abutting property.

**Harmony with the area in which it is located. Yes.** 2035 Comprehensive Plan Future Land Use Maps has land designated as Village Residential and Village Mixed Use. CAMA Future Land use Maps has land designated as Planned Unit Development (PUD).

## EXCEED PUBLIC FACILITIES: Yes to all below:

**Schools:** Proposed development will generate 301 students after build out (.67 per SFD X 383 = 256.6) & (.23 MFU X 197 units = 45.3). High School over capacity. (See breakdown next page.)

**Fire and rescue:** Denied based on lack of supporting infrastructure.

**Law Enforcement:** Denied. Manning/equipment.

**Student Generation Rates:**  
(Single Family Dwelling = .67 students)  
(Other = .23 students)

### Single Family

Grandy Primary (.29)	383 lots X .29 = 111
Grandy Intermediate (.18)	383 lots X .18 = 68.9
Camden Middle (.07)	383 lots X .07 = 26.8
Camden High School (.13)	383 lots X .13 = 49.7

Total students: 256.4

### Other (Townhomes)

Grandy Primary (.08)	197 units X .08 = 15.7
Grandy Intermediate (.08)	197 units X .08 = 15.7
Camden Middle (.04)	197 units X .04 = 8
Camden High School (.03)	197 units X .03 = 6

Total students: 45.4

**Overall total students generated: 301.8 (over the life of the project.)**

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### PLANNING STAFF RECOMMENDATION:

- Portion of Union Camp Road within the development from Camelia Drive to eastern property line shall be paved to NCDOT standards.
  - Extend Phasing Schedule out 5 years.
  - Fee in lieu of acreage for public park can be utilized for providing landscaping along Main Street
  - Need to interconnect (sidewalk, crosswalk) North and South Tracts
  - Provide sidewalk along Main Street for South Tract with trees.
  - Landscaping around ponds (prevents alligator weed and stagnant water)
  - Terms and Conditions reflect providing up to 50,000 sf of commercial yet Master Plan shows 35,000 sf?
- 

Mr. Porter spoke briefly regarding this agenda item:

- This is a request for Master Plan and Preliminary Plat for South Mills Landing.
- Along with this Preliminary Plat the developer is proposing a Development Agreement which is a contract by and between the developer and the county with regards to certain items of infrastructure, payment of such, and so on.
- If this is approved, the Development agreement will have to be addressed before the Preliminary Plat is addressed. When this gets to the Board of Commissioners, there will have to be a vote on the Development Agreement first.
- This is for a Planned Development, which typically the applicant submits a Master Plan along with a request to rezone the property. Following that if the rezoning is approved, the applicant brings in a Preliminary Plat, if that is approved, all the rest of the work is administrative (construction drawings, final plat, etc).
- In the case of this project, there was a Master Plan for the rezoning which took place about 14 to 15 years ago. No progress was ever made on the project, and so the zoning remained but the special use permit for the Master Plan expired, and has been expired for quite some time.
- The UDO allows for the consideration of both Master Plan and Preliminary Plat concurrently.
- The project is 580 single and multi-family dwellings with a clubhouse, pool, and walking paths.
- South Mills Water and South Camden Sewer and Water have both agreed to provide capacity for the first phase of this project. The other phases are included in the Development Agreement.
- The applicant has submitted all the appropriate paperwork, application, master plan, impact statements, etc.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

# CAMDEN COUNTY PLANNING BOARD

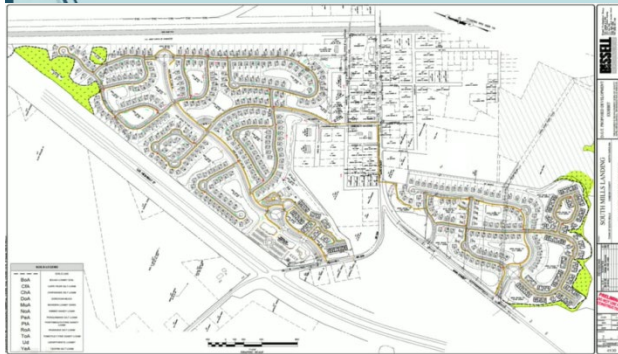
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At this time, Mr. Porter introduced Mr. Mark Bissell of Bissell Professional Group, the agent for the applicant, who spoke regarding this request.

- Representing the land owner, South Mills Landing, Reese Smith, who is also present.
- Mr. Bissell made a presentation using PowerPoint, summarized below:

## OBJECTIVE

To build a community that has a creative design, providing a mix of different residential uses in close proximity to one another, while at the same time providing an efficient use of open space that promotes an active lifestyle and a strong sense of community. Commercial development is also proposed to serve the needs of both the needs of the residents of the development and the adjacent South Mills community.



- In the upper right corner is South Mills Village, the property is in the upper left portion of this map. Property is bounded by Hwy 17 Bypass, by the Canal to the North, and Horseshoe Road to the South.
- The Southern Tract is bounded by Hwy 17 Business, existing residential development, and by wetlands.

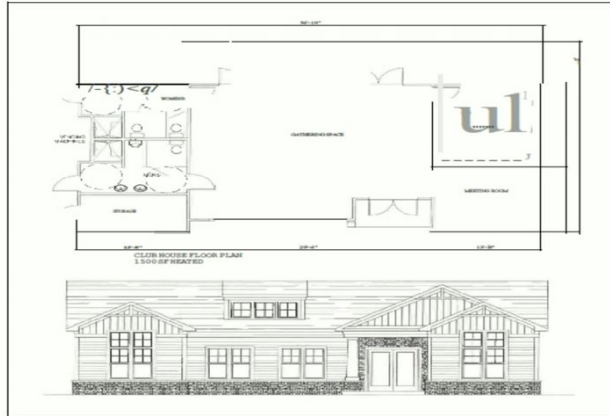


- This is the overall Master and Phasing Plan
- This is divided into a number of different neighborhoods, primarily single family dwellings in different neighborhood pods.
- They all have their own streets, water and sewer lines, stormwater ponds
- There is a multifamily element in the lower portion of the pink section
- There is also a commercial element in the lower portion of the pink section which is outlined in red, up to 35,000 sqft of commercial development.

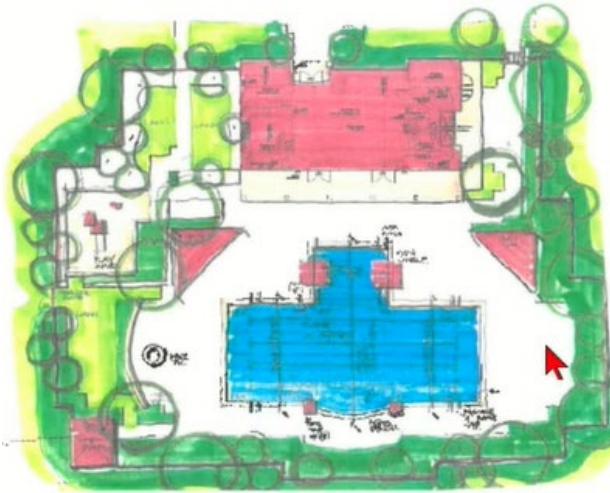
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- On the south track there are two single family sections, and two multi-family sections.
- There will be a nicely landscaped entrance boulevard.
- Clubhouse and swimming pool will be located near the multi-family section in the pink area.
- Mr. Bissell showed pictures of examples of the types of housing planned, a mixture of single and two story housing as well as single and multi-family dwellings which each include their own garage and other amenities.
- Mr. Bissell showed a preliminary rendering of what the clubhouse would look like.



- 
- Mr. Bissell showed what the pool and recreational area would look like.



- 
- Clubhouse, pool, and recreational facilities are all to be constructed in phase 1 of the development

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- Mr. Bissell then spoke about the tentative phasing plan

## TENTATIVE PHASING PLAN

Residential Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	UNITS	DEVELOPMENT INTENSITY (D.U./A.C.)	EST. RECORDING YEAR	OTHER IMPROVEMENTS
1	42.5	13.9	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path, Mail Kiosk; Main drainage outlet
2	45.1	17.2	178	4.18	2022	Clubhouse; Pedestrian Connectivity
3	40.5	13.7	134	3.42	2023	Additional Mail Kiosk, Canoe Launch; Continue M.U.P.
4	42.5	15.7	99	2.33	2024	
5	14.3	4.1	40	2.78	2025	
TOTAL	185	64.6	580	3.14		

Commercial Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR	
A	1	0.2 +/-	7000 +/-	0.4	2024	
B	1.25	0.2 +/-	7000 +/-	0.4	2025	
C	1	0.1 +/-	7000 +/-	0.4	2027	
D	1.25	0.1 +/-	7000 +/-	0.4	2029	
E	1	0.2 +/-	7000 +/-	0.4	2031	

- This shows the amount of land to be developed in each phase, the number of units per phase, and the approximate schedule of development (years) for both the residential and commercial development.
  - The commercial development is a number of years down the line in order to allow for the residential development to be there to support the commercial development.
- Typical street-scape vision with curb and gutters, sidewalks, and multi-use paths.



- Water Distribution Plan
    - Proposing a new water line underneath the canal to provide redundancy for getting water across the canal to also provide looping to the existing water connections on Horseshoe Road and Hwy 17, so the whole system will be looped together and with the South Mills Water system to improve fire protection in the whole area. This new line under the canal was requested by South Mills Water and agreed to be funded by the developer.

561 • Stormwater Ponds



- This shows a little about how the stormwater will work, there are a large number of stormwater ponds which are all interconnected
- Pre-development stormwater modeling and surveying of all the outlets has been done to determine the capacity of the existing outlets
- Planning on clearing and snagging existing outlets to improve drainage, subject to getting right of access from the property owners to do the work which will be done at the developers expense

571 Vice Chairman Steven Bradshaw asked whose responsibility it would be for the maintenance  
572 of the outlets once they have been cleared. Mr. Bissell replied that if the owners are willing  
573 to grant a permanent easement then some funding could be set up in the HOA for periodic  
574 maintenance. Mr. Bissell added that there will be a study regarding the amount of  
575 maintenance needed for stormwater considerations.

577 Mr. Bradshaw asked if the stormwater considerations of maintenance for the ponds and  
578 outlets will be part of the stormwater permit. Mr. Bissell replied that the ordinance requires  
579 that they consider what the existing condition is and what those outlets can handle. When the  
580 stormwater modelling is done, then plan for slow release to the outlets so as not to overload  
581 them. If the drainage ways are cleaned out ahead of time, then more water could be handled  
582 through the outlets rather than retaining it onsite for slow release. This is something that will  
583 be considered in the design stage.

585 Mr. Porter commented that previously when looking at preliminary plats, there was a  
586 complete stormwater model to look at. With the new UDO, the existing conditions are  
587 modelled to start with and when the developer brings their construction drawings, they have  
588 to have an approved stormwater plan. The requirement is that they make every reasonable  
589 effort to control stormwater in the outlet / maintenance ditch with an easement until  
590 everything is turned over to the HOA. And the developer has to make sure the HOA is  
591 funded before turning things over to them. As far as the State Stormwater Permit, it will not  
592 be part of that, only part of the local one.

# CAMDEN COUNTY PLANNING BOARD

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Mr. Bissell added that it won't be until the final construction drawings are prepared that the final road grades and the grades of the ponds, and the widths / depths of the interconnecting ditches will be set on the stormwater plan / model with the fine tuning to make sure that it all works properly.

- Mr. Bissell then spoke about the Fiscal Impacts

## FISCAL IMPACT STATEMENT

• Estimated Total Property Valuation at Build-out:.....	\$146,600,000
• Tax Revenue (Annual):.....	\$ 1,099,500
• Annual Fees (Solid Waste & Stormwater):.....	\$ 49,300
• Water and Sewer Fees	
○ Water Fees.....	\$ 2,900,000*
*Approximately 50% should go to Camden Co. for capacity development	
○ Sewer Fees.....	\$ 6,322,000
• Other Revenue Sources (Transfer Tax and Stamps).....	\$ 1,708,800
○ Development Review Fees:.....	\$ 232,000
○ Building Permit Fees:.....	\$ 754,000
• Total, Estimated Other Revenue:.....	\$ 2,720,800

- Shows the estimated valuation of the property at build out, how much tax revenue will be generated by it, and the impact fees that would be paid for things like water and sewer to set aside the capacity to handle the development, as well as other development related fees that would be paid to the county.
- 25% of the capacity fees would be paid up front with the construction approval, 25% at plat recordation, and then 50% pro-rated with each building permit so that the county can stay ahead of the curve as far as expanding the capacity to meet the needs of the developments future phases.

- 611 • Mr. Bissell then spoke about the TRC Review

**TRC REVIEW**

<u>Comment/Concern</u>	<u>How Addressed</u>
• Add Bus Stop Signs and Shelters	Added to Plan
• School Capacity	Phasing/Spreading out development
• Sewer Capacity and Design	Systems will be flood-proofed; fees will more than pay for expansion
• Flooding at Horseshoe Road	Road to be improved/reworked; Drainage to be improved
• Fire Protection	Looping water system
• Sheriff's Office Funding	Development will provide additional Funds
• Street Names	Updated and approved

- 612 ○
- 613 ○ There were a number of comments and concerns that were addressed from the
- 614 TRC Review.
- 615 ○ To handle School Capacity, the development is being spread out over a
- 616 number of years in order to spread out the impact
- 617 ○ Flooding at Horseshoe Road - been speaking with NCDOT about this and has
- 618 done a traffic impact analysis for the traffic on Horseshoe Road, Main Street,
- 619 and US 17 at build out and what improvements will be needed to
- 620 accommodate that traffic. Proposing to improve Horseshoe Road by putting
- 621 in turning lanes, left and right turn at 17 coming into the development with a
- 622 3rd lane from 17 coming to the entrance to the development. Also proposing
- 623 to raise the elevation of the road in an effort to handle the flooding on the
- 624 road. Won't know how much to raise it until the post development stormwater
- 625 model has been done to where what can be done downstream is known.
- 626

627

- A neighborhood meeting was held

**NEIGHBORHOOD MEETING**

Comment/Concern

How Addressed

• Stormwater	Modeling; Storage and controlled release
• Wastewater	Connecting to County System
• Water	New line under canal; looping; impact fees
• Schools	Positive impact on County budget
• Commercial Development Timing	As soon as enough population
• Price Range	Expect \$240,000+
• Traffic	TIA completed; Improvements will be made

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- Stormwater is always a concern. Stormwater will be retained inside the development in the ponds, and then slow released as best as can be done to the outfalls so as to not overwhelm them.
- Not doing septic systems, will be connecting to the county sewer system
- Question was raised as to whether the developer will be paying any fees to the schools, and although NC statutes don't allow for direct payments to the schools, there will be funding to the county that may be used for similar purposes.
- Commercial development will be dependent on the population. Best estimate of when this will occur is 2024 with the first phase as long as there are enough rooftops to support it, it will be developed.

- Mr. Bissell spoke about the compatibility with the surrounding South Mills area.

**COMPATIBILITY WITH SURROUNDING AREA**

- Compatible Residential Development/Lot sizes similar to Village
- Stormwater & Utility Improvements will be a benefit
- 50' buffers to existing residential zoning
- Zoned for PUD since 2004

641

642

643

644

645

- Think they can help with current flooding issues by making stormwater improvements.
- Property has been zoned for this use for 15-16 years.

646

- Consistency with County Policies  
CONSISTENCY WITH ADOPTED POLICIES

- Density – consistent with Community Vision Statement
- South Mills Small Area Plan Growth - Consistency
- Public Water & Sewer - Available
- Transportation – Improvements & Connectivity
- Stormwater – Improve existing conditions
- New Housing Choices
- Consistent with Targeted Development Pattern

647

648

- - Terms and Conditions Summary  
TERMS AND CONDITIONS SUMMARY

- Record first phase in 2021
- At least 1 year between subsequent phases
- Pay water and sewer fees ahead of need for service
- Loop water system including new main under canal
- Roadway improvements to Horseshoe Road
- Provide for Commercial Area to be ready for development
- Donate open space tract to Camden County

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- Put together a Terms and Agreements document. This is in addition to the Development Agreement.
- These are things the developer is committing to do in connection with this project.
- Won't be recording until 2021 with at least 1 year in between phases
- Water and sewer fees will be paid prior to the need for the services
- Water will be looped in the system to assist with water flow in the development
- Improvements will be made to the roadways which should help with flooding
- Infrastructure will be put in place during phase 1 for any commercial development that might occur
- Donating 48.75 acres of open space to Camden County (located in the south east of the property)
- Will be providing about \$92,000 in the recreation and parks funds, hoping to do some improvements to Main Street with part of that (street lights, trees, landscaping, on-street parking, etc).

- 667
- Summarizing the project:

**SUMMARY**

- Master Plan is attractive and meets existing needs
- Development is Phased to spread out impacts
- Alternate Housing Style
- Zoning Commitments will benefit area
  - Transportation Improvements
  - Drainage Improvements
  - Looping water system will improve fire flow
  - Pedestrian connectivity
  - Main Street Improvements
- Consistent with LUP
- Public Facilities needs are being addressed
- In harmony with area – will result in thriving community
- Significant Positive Economic Impact

- 668 ○
- 669 ○ Feel the Master Plan will meet some additional needs in South Mills
- 670 ○ Is consistent with the Land Use Plan (LUP) and other County policies
- 671 ○ Feel that it will have a positive economic impact on the area
- 672

673 Cathleen Saunders asked about how the funding will translate to the schools. Mr. Bissell

674 replied that it will be up to the County to determine how the tax revenues that are generated

675 will be spent.

676

677 Ray Albertson commented that the water that collects on Horseshoe Road has been in excess

678 of 2 feet high at times. Mr. Albertson asked how that was going to be addressed, if the road

679 would be raised up to 24 inches. Mr. Bissell replied that he expects the road will have to be

680 raised some, but is not yet sure of how much.

681

682 Nathan Lilley asked what would happen to the water if the road is raised. Would the water

683 end up going onto the adjacent property owners land? Mr. Bissell replied that with the ponds

684 that are planned, they are actually creating a dam on their property but that the way the water

685 is retained and then released downstream will have to be addressed with the downstream

686 improvements they hope to make. Mr. Porter commented that the water can't be released any

687 faster than the outfall can handle.

688

689 Mr. Albertson commented that the problem isn't the water, it's that there is nowhere for the

690 water to go, when it rains, it's like the water is filling up a hole and because it's low, it sits

691 there and doesn't go anywhere. Mr. Lilley added that if the road is raised, that it's just going

692 to make it someone else's problem by moving the water onto other property.

693

## CAMDEN COUNTY PLANNING BOARD

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694 Mr. Bissell stated that the NCDOT is also concerned with this as well, that they want people  
695 to be able to access the property.

696  
697 Mr. Lilley asked where the land will come from for the additional turning lanes and road  
698 widening as proposed on Hwy 17 and Horseshoe Road. Mr. Bissell replied that if additional  
699 land is required it will come from the developer's property. Mr. Bissell added that there will  
700 be three 11 or 12 foot lanes, the details of which will be worked out in the final design.

701  
702 Mr. Porter asked if one of the proposed lanes had been eliminated. Mr. Bissell replied that  
703 there was a debate regarding Horseshoe Road at Hwy 17, whether there needed to be a right  
704 turn lane, a straight through lane, and a separate left turn lane. NCDOT preferred to have a  
705 combination straight through and left turn lane considering that it's a temporary facility  
706 anyway since Hwy 17 will eventually become part of the Interstate system as I-85 and all the  
707 improvements that will entail.

708  
709 Mr. Lilley then asked about the Camden County Sewer System, the comments that were  
710 made at the TRC meeting. Mr. Lilley read from the TRC comments from South Camden  
711 Water & Sewer District: "...The elevation of this property causes flooding in heavy rain  
712 events. With the use of gravity sewer this would mean the manholes, cleanouts, and possible  
713 pump stations could also be over whelmed with flood water.... Camden is not equipped to  
714 work in the road or handle the removal and replacement of roadways. Some collection  
715 piping is shown between the back yards of homes, this isn't acceptable because of fencing  
716 and storage buildings being installed that will block access for maintenance and repair work."

717  
718 Mr. Bissell responded to this saying that there have been additional discussions with the  
719 Director of Public Works, David Credle about this. He added that the flooding is something  
720 that will be addressed, and that the manholes would be made so they were water tight and  
721 that they are vented 2 feet above the 100 year flood elevation as is the standard practice. Mr.  
722 Bissell also stated that the lines are not in the middle of the road, they are on the shoulder.  
723 The drawing was a small scale drawing which might have made it appear they were in the  
724 road but they are not.

725  
726 Ray Albertson asked if there would be an alternate exit other than the one on Horseshoe  
727 Road. Mr. Bissell replied that they are proposing an exit on Halstead, and then a service  
728 drive near the existing pump station on McBride. So there will be three ways to get in and  
729 out of the development.

730  
731 Mr. Bissell showed on the map where the pump station is located (on property located  
732 between 409 and 507 McBride), property that was donated to the county by the developer.  
733 Mr. Albertson asked if Halstead goes all the way to the development property. Mr. Bissell  
734 indicated that it did, that there was a 60 foot right of way.

735  
736 Mr. Lilley commented that one of the public comments from the neighborhood meeting said  
737 that the right of way at the end of Halstead was not part of a public street. Mr. Albertson  
738 commented that he thought it was a driveway and not a street.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

## CAMDEN COUNTY PLANNING BOARD

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740 Dan Porter stated that on the map it is shown as SR1216 all the way to the end of Halstead.  
741 He also added that the NCDOT did look at this.

742  
743 Cathleen Saunders asked how far downstream will they be analyzing the stormwater? Is it  
744 just for the cleaning of the outfalls or will they be required to go further? Dan Porter replied  
745 that their culvert is going under the road, and the next culvert is US 17. The ditch between  
746 those two culverts will be cleaned out and used as an outfall. The model will look at what's  
747 going to happen downstream.

748  
749 Nathan Lilley questioned the Development Agreement, specifically that it has not been  
750 finalized. Mr. Porter stated that the agreement "hammered out" several points, but that it is  
751 not final. He added that the county cannot demand anything to be in the agreement, the  
752 developer has to volunteer. Mr. Lilley commented that before the board considers it, it  
753 should be finalized. Mr. Porter stated that this can be worked on and brought back at a later  
754 date, and that if the board has any suggestions for things to add to the agreement those  
755 suggestions can be brought to the developer and possibly added to the agreement.

756  
757 Mr. Lilley stated a desire for the school impacts to be addressed in the development  
758 agreement. Mr. Porter stated that North Carolina does not allow impact fees for schools to be  
759 charged. Impact fees for water, sewer, recreation, etc., are allowed but schools are not.

760  
761 Mr. Lilley stated that he feels it makes no sense to approve something on this scale unless the  
762 schools are addressed. The schools are already overcrowded. He does feel it goes well with  
763 the plans for the area, but other than that the county is not ready for something like this.

764  
765 Mr. Bissell responded saying that the first plat won't be recorded until around summer of  
766 2021, and a model home built sometime after that. Building after that point, and some  
767 certificates of occupancy sometime in 2022. He stated that there will not be any impacts to  
768 the school system until at least 2022-2023.

769  
770 Mr. Lilley stated his opinion that the school system will not be ready to handle it even by  
771 then. He added that his number one concern from what he's read in comments from others  
772 and his own opinions with this development is the schools, and he doesn't see how they can  
773 support a development of this scale.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

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Steve Bradshaw stated that it's all about growth. This developer is planning on investing a large sum of money in infrastructure, to the roads, to the stormwater system, to the water systems. Their funding chart shows that Camden will get the money before development takes place. If Camden is ever to have what is in the vision statement for these core villages, then at some point, must move forward and do that, and this developer is planning that. They are offering to provide upgrades where they can and where it is allowed. They are providing upgrades, putting the loop in the water system, upgrading Main Street, raising the road to address flooding. Flooding issues, stormwater issues, are already present. The new development will help that, not hurt it, because for example, the new requirements are that the first 5 or 10 inches of rain has to stay on the development property. That means that rain will never make it to Horseshoe Road. That means that the outfall at Horseshoe Road won't have as much water coming at it as fast. So if someone is willing to come in and spend the money to upgrade these facilities, the road, the stormwater system, that sounds like what the County is asking to have happen according to the vision statement.

Mr. Bissell spoke about the fiscal impact statement (see page 17). These funds are in addition to what the developer is going to be spending to improve the stormwater drainage. He touched on the amounts of funding that will be generated for the county in terms of taxes and fees.

Fletcher Harris asked what kind of commercial development can be expected. Mr. Bissell responded saying that a preliminary layout has been drawn out showing around 35,000 sqft of retail type buildings, perhaps a grocery store, etc.

Cathleen Saunders asked regarding the Development Agreement, has there been a model done to see how much the water system will have to be extended? Mr. Bissell stated that they are going to be tapping the water line that is on the other side of the canal and making upgrades there. Ms. Saunders asked with regard to fire flow, have the water lines been checked to see how much they need to be upgraded to maintain adequate fire flow? Mr. Bissell replied that will be done at design stage to see what the flow is and what size to increase the pipes to. Ms. Saunders stated that it seems kind of open ended and vague with regards to the psi for the water flow.

Dan Porter asked Ms. Saunders if she is asking for information regarding the water pressure to be included in the Development Agreement. Ms. Saunders read from the Development Agreement: "The developer will also install a new water main under the Dismal Swamp Canal from Mullen Street on the East side of the canal for the purpose of looping and providing improved fire flow to enhance the firefighting ability of the South Mills Volunteer Fire Department." Ms. Saunders stated her opinion that this seems vague. She is concerned that the developer might differ in opinion from the county with regards to the definition of "Improved". She added that it might be a good idea to set some standards with regards to this.

Mr. Porter stated that the county can try, but that the county cannot dictate what South Mills Water Association decides about this. As far as fire flow, there are standards in the UDO.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

## CAMDEN COUNTY PLANNING BOARD

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Mr. Porter added that there is another engineer looking at what needs to be done overall in the South Mills water system. Ms. Saunders stated that she wasn't sure if the current flows meet the requirements of the standards. Mr. Porter replied that it is not yet known, and it won't be known until the developer does the tests, and he doesn't want to do the tests before knowing if he's going to get approval to move forward with construction drawings.

At this time, Chairman Calvin Leary asked if there were any further comments or questions from the board or staff. Hearing none, he opened the floor to public comments.

Virginia Noblett Matthews, Halstead Street, South Mills NC, Adjacent Property Owner

- Resides at 300 Halstead Street, right next to development
- Owns property adjacent to the northern tract of land, 11.3 acres
- Inherited the land from her mother and father in 1972.
- The road going into her property is a dirt lane, not a state designated road.
- Dirt lane has been maintained by her these past 48 years.
- The lane is a driveway to her house and her sister inlaws house.
- The land that the developer has indicated as a right of way into their property is her land, it is private property, and not for their use. There is no right of way or easement leading into the South Mills Landing.
- It is not a state accessed road.
- USPS will not deliver her mail to her house because they are not allowed to go down a private lane
- South Mills Water Association's water supply is already on overload, buying water from Camden. There is not enough water pressure as it is.
- Additional houses will be a burden on infrastructure
- Schools are overloaded
- Will have an impact on law enforcement

At this time, Dan Porter continued going over the remainder of the Staff Report as incorporated herein on preceding pages. After which, he stated that staff is recommending moving forward with this project.

Herbert Mullen, Attorney for Ms. Matthews, spoke briefly regarding the private lane.

After a brief discussion regarding the need for a more solidly ironed out development agreement, and the need to resolve the issue with the private lane, the board decided to table this item until the July 2020 meeting at which point Planning Director Dan Porter will bring an updated Development Agreement for the board to consider.

Attachment: pbminutes\_06172020 (2747 : PB Minutes - 6-17-20)

**CAMDEN COUNTY PLANNING BOARD**

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***Motion to Table 2020-01-36 South Mills Landing Prelim Plat Master Plan until Next Planning Board Meeting***

<b>RESULT:</b>	<b>PASSED [5 TO 1]</b>
<b>MOVER:</b>	Nathan Lilley, Board Member
<b>SECONDER:</b>	Cathleen M. Saunders, Board Member
<b>AYES:</b>	Leary, Harris, Albertson, Saunders, Lilley
<b>NAYS:</b>	Bradshaw
<b>ABSENT:</b>	McCall

**INFO FROM BOARD AND STAFF**

There was no information for Board from Staff.

**CONSIDER DATE OF NEXT MEETING - JULY 15, 2020**

**ADJOURN**

***Motion to Adjourn 6-17-20 Meeting***

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ray Albertson, Board Member
<b>SECONDER:</b>	Fletcher Harris, Board Member
<b>AYES:</b>	Leary, Harris, Albertson, Bradshaw, Saunders, Lilley
<b>ABSENT:</b>	McCall

The meeting adjourned at 8:28 PM.

---

*Chairman Calvin Leary  
Camden County Planning Board*

***ATTEST:***

---

*Amy Barnett, Clerk  
Camden County Planning Department*



# CAMDEN COUNTY

NORTH CAROLINA • USA

*Boundless Opportunities.*

## Camden County Planning Board AGENDA ITEM SUMMARY SHEET

### **Old Business**

**Item Number:**

**Meeting Date:**

July 15, 2020

**Submitted By:**

Dan Porter, Planning Director  
Planning & Zoning  
Prepared by: Amy Barnett

**Item Title**

UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan  
(Continued)

**Attachments:**

Draft SML Development Agreement July 10 2020 (PDF)

ExhibitA (PDF)

ExhibitB (PDF)

ExhibitC (PDF)

ExhibitD (PDF)

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**ORDINANCE NO. 2020-07-01**  
**Adopted by the Camden County Board of Commissioners**  
**September 8, 2020**

STATE OF NORTH CAROLINA  
COUNTY OF CAMDEN

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Camden, a North Carolina County possessing the powers of a Unified Government pursuant to N.C.G.S. § 153A-471 (2010) existing under the laws of the State of North Carolina (the "County"), and South Mills Landing LLC, (SML) a North Carolina corporation, as the owner of the property subject to this Development Agreement, and as the developer of the property subject to this Development Agreement, (SML together with their successors and assigns).

WITNESSETH:

WHEREAS, SML owns a parcel of approximately three tracts totaling 233.68 acres (the "Property"), and more than twenty-five (25) acres of the Property is developable within the jurisdiction of the County. A legal description of the Property is attached hereto as **Exhibit A**; and

WHEREAS, SML intends to establish a large-scale mixed use community on the Property known as "South Mills Landing," which SML intends to be comprised of approximately 580 single family and town home lots, 5 acres of commercial space, a clubhouse and pool. The Master Plan and Preliminary Plat Cover Pages and representation of phasing schedule showing South Mills Landing is attached hereto as **Exhibit B**; Typical building elevations including a preliminary building plan and swimming pool for the proposed club house and recreation facility are included as **Exhibit C**. and the Development Schedule for South Mills Landing (the "Development Schedule") required by N.C.G.S. § 153A-349.6(b) is attached hereto as **Exhibit D**; and

WHEREAS, the County has rezoned the Property to a Planned Development ("PD") and as represented by **Exhibit B** has been submitted for approval by the County as a Master Plan pursuant to the County's land development regulations. SML and the County anticipate that South Mills Landing will be developed in multiple phases, extending over a period of years and requiring a long-term commitment of SML's resources, and will require the careful integration between public capital facilities planning, financing and construction schedules, as well as the phasing of South Mills Landing, to be successful from the County's and SML's standpoints; and

WHEREAS, South Mills Landing involves a substantial commitment of private capital by SML, which SML is unwilling to risk without sufficient assurances that development standards will remain stable through the extended phasing of South Mills Landing; and

WHEREAS, because of the type, size and location of South Mills Landing, the County and SML believe that the orderly completion of South Mills Landing will be difficult to accommodate through the County's traditional zoning processes alone; and

WHEREAS, the County finds that South Mills Landing is a development suitable to be planned and developed through a Development Agreement as permitted by Part 3A of Article 18 of Chapter 153A of the North Carolina General Statutes and that it is in the County's interests to enter into this Development Agreement because significant benefits to the County and its citizens will be realized as a result of this Development Agreement; and

WHEREAS, the County has published notices of and has held a public hearing concerning this Development Agreement as required by N.C.G.S. § 153A-349.5 (2010) and otherwise completed all steps, conditions and requirements necessary for the County Board of Commissioners to consider the adoption of this Development Agreement as permitted by law; and

WHEREAS, after holding the public hearing and carefully considering the terms and conditions of this Development Agreement, the County Board of Commissioners duly adopted this Development Agreement as an ordinance as required by N.C.G.S. § 153A-349.3 (2010) and directed its execution by the Chairman of the Board of Commissioners and attestation by the Clerk to the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and pursuant to North Carolina law, including N.C.G.S. § 153A-349.1 (2010) *et seq.*, the County and SML agree as follows:

**1. Effective Date.**

The Effective Date is the date this Development Agreement is executed by both parties after the adoption of this Development Agreement by the County Board of Commissioners as an Ordinance. The County shall sign and deliver this Development Agreement to SML within five (5) days of adopting the Ordinance.

## 2. **Definitions.**

- 2.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are set forth in Section 2. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.
- 2.2. "South Mills Landing" – means the Property, as it is intended to be developed, substantially in accordance with Exhibit B, as that may be amended from time to time in accordance with applicable County ordinances.
- 2.3. "Development Permit" – means a building permit, zoning permit, subdivision approval, site plan approval, special or conditional use permit, variance or any other official action by the County having the effect of permitting the development of property.
- 2.4. "Land Development Regulations" – means ordinances and regulations enacted by the County for the regulation of any aspect of development and includes zoning, subdivision or any other land development ordinances.
- 2.5. "Laws" – means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the County affecting the development of property, and includes laws governing permitted uses of the property, density, design and improvements.
- 2.6. "Property" – means all real property owned by SML and described on Exhibit A that is subject to land-use regulation by the County and includes any improvements or structures customarily regarded as a part of real property.

## 3. **Background**

- 3.1. South Mills Landing, LLC is the owner of 3 tracts of land as follows: The North Tract consisting of 124.83 acres located off of Horseshoe Road, the South Tract consisting of 60.1 acres located off of Maple Street, and an undeveloped tract adjacent to the South Tract consisting of 44.39 acres, referred to as the Environment Tract. Legal Descriptions of these properties are attached as Exhibit A.

- 3.2. The North and South Tracts were rezoned to PUD (Planned Unit Development) in 2004, now Planned Development (PD) under the current UDO. A Concept Plan for a Planned Development of 581 units was reviewed and approved administratively in 2019, and a Master Plan was submitted in January, 2020 for a 580 unit Planned Development, which is in substantiated conformance with the approved Concept Plan. A Preliminary Plat for the 580 units, approximately 5 acres, and clubhouse facilities has now also been submitted.

#### **4. Legal Description of Property**

The Property that is the subject of the Agreement consists of 3 tracts totaling 233.68 acres, as follows:

- 4.1. The North Tract located off of Horseshoe Road, PIN #017989004312900000 with acreage of 124.83 acres per plat, attached as Exhibit "A".
- 4.2. The South Tract located off Main Street, PIN #017988014928370000 consisting of 60.1 acres per plat, also attached as Exhibit "A".
- 4.3. The third undeveloped, or environmental tract located adjacent to the South Tract, PIN #017988004738040000 consisting of 48.75 acres per plat, also attached as Exhibit "A". (The third tract is not part of the PD-zoned property, but is included in what is being offered as part of this Development Agreement)

#### **5. Description of Project**

- 5.1. The Development is shown on the Master Plan and the Preliminary Plat, now referred to as the "Plan". The Plan consists of the Master Plan prepared by Bissell Professional Group and dated revised 6-10-20, and the Preliminary Plat also prepared by Bissell Professional Group and dated revised 6-10-20. Typical building elevations including a preliminary building plan and swimming pool for the proposed club house and recreation facility are included as Exhibit C. These plans and elevations show the concept but are subject to change during actual design based on market conditions.

5.2. The development is summarized in the following table:

**DEVELOPMENT SUMMARY**

	<u>AREA</u>	<u>S.F.</u>	<u>LOT SIZE</u>	<u>M.F.</u>	<u>TOTAL</u>	<u>OPEN SPACE</u>
<u>TRACT</u>	<u>(AC.)</u>	<u>LOTS</u>	<u>RANGE</u>	<u>UNITS</u>	<u>UNITS</u>	<u>(AC.)</u>
<u>NORTH</u>	<u>124.83</u>	<u>285</u>	<u>6,500-15,978</u>	<u>50</u>	<u>335</u>	<u>40.64</u>
<u>SOUTH</u>	<u>60.10</u>	<u>98</u>	<u>6,500-11,783</u>	<u>147</u>	<u>245</u>	<u>23.31</u>
<u>TOTAL</u>	<u>184.93</u>	<u>383</u>	<u>6,500-15,978</u>	<u>197</u>	<u>580</u>	<u>63.95</u>

- 5.3. The density/intensity standards, dimensional standards and development standards for development of the Property shall be in accordance with the Master Plan and Schedule B , subject to the degree of flexibility provided in these conditions.
- 5.4. Community form and design for development of the Property shall conform generally to the sample building elevations attached in Exhibit C. Variations may be provided and shall be permitted in colors, materials, and architectural detailing that are compatible with the design concept. The elevations are similar to, but do not represent exactly, the actual homes that will be constructed within South Mills Landing. The Developer reserves the right to modify the final building plans to fit builder preferences and market conditions.

**6. Dedication of Land for Public Use**

- 6.1. South Mills Landing proposes to dedicate the third tract (PIN #017988004738040000) consisting of approximately 48.75 acres per plat, also known as the undeveloped, environmentally sensitive area, for public use.
- 6.2. South Mills Landing will also dedicate utility easements for the maintenance of the wastewater collection system, including sewer lines and lift stations.

## 7. Public Facilities

- 7.1. Subject to the approval of the NC Department of Environmental Quality, a new public waste water collection system including gravity lines, lift stations and force mains will be constructed to serve South Mills Landing and will connect to the County wastewater disposal system. All gravity sewer mains, force mains, pump stations and appurtenances will be designed, permitted and constructed at the Developer's sole expense and then turned over to Camden County for ownership and maintenance.
- 7.2. The Developer will also install a new water main (12 inch minimum) under the Dismal Swamp Canal from Mullen Street on the East side of the canal for the purpose providing the public water supply system to serve South Mills Landing only, and to provide for adequate fire flow for firefighting ability of the South Mills Volunteer Fire Department. Individual lots and dwellings shall be metered. The Developer shall model the water system and make any needed improvements to demonstrate adequate water flow and pressure for fighting fires, while meeting the maximum day domestic demand.
- 7.3. All water and sewer lines will be installed: 1) outside of the paved roadway; and 2) above the 100 year flood elevation or be completely waterproofed.
- 7.4. The Developer will commit funds in the amount of \$92,729 to be used in the following ways for Public Facilities:
  - A. Streetscape improvements along Main Street through the main business corridor of South Mills including sidewalks, street lights, landscape planting, and related improvements in general conformance with the Concept Plan prepared by Bissell Professional Group and attached hereto. South Mills Landing shall hold at least one community meeting to determine the types, locations, and details of improvements agreed upon by the current South Mills community.
  - B. Install sidewalk on the south side of US 17 Business (Main St.) from Jones Ave. to the entrance of the Southern Tract.

## 8. Obligations of South Mills Landing LLC

- 8.1. Install a wastewater collection system as approved by Camden County and the NC Department of Environmental Quality; pay for all normal costs associated with the preparation of the Engineering Plans, DWR permitting, and the collection system construction and dedication to Camden County. Upon completion and certification, the Developer will deed the wastewater collection system to Camden County.

- 8.2. Purchase capacity for 580 sewer connections in the Camden County Wastewater System, to serve phases 1 through 5, commercial development, and clubhouse facilities through payment of a System Development Fee and Connection Fee for each of the County Sewer Connections per Section 10 of this agreement.
- 8.3. Install a water main under the Dismal Swamp Canal, as approved by the South Mills Water Association and the NC Public Water Supply Section, and upon completion and certification, dedicate the water main for public use.
- 8.4. Pay water tap fees to South Mills Water Association in advance of development of each phase as set forth in Development Schedule Exhibit D so that capacity fees can be paid by SMWA to Camden County.
- 8.5. Adhere to conditions of the Master Plan and Preliminary Plat approvals as approved by the Camden County Board of Commissioners.
- 8.6. Up to 50,000 square feet of commercial development will be constructed in the area set aside for commercial development on the Master Plan. Water and sewer lines will be stubbed to the commercial area property line simultaneous with Phase 1 of the residential development.
- 8.7. Environmental Protection and Monitoring: Wetlands subject to the jurisdiction of the US Army Corps of Engineers have been delineated and confirmed by the Corps of Engineers. The Property Owners Association Documents (Declaration) will include provisions that prohibit the filling of wetlands and prohibit the clearing of any vegetation other than incidental tree cutting and vegetation removal, and for stormwater management.

## **9. Obligations of the County**

- 9.1. Utilize funds provided by South Mills Landing, LLC for the construction of community improvements as described in the Public Facilities section of this Agreement.
- 9.2. Make sewer taps available upon the payment of System Development Fees and Connection Fees by the Developer in accordance with Section 10 of this agreement and the phasing schedule Exhibit D provided and approved with the Master Plan and the Preliminary Plat.
- 9.3. Furnish a supply of water from the South Camden Water and Sewer District to South Mills Water Association as requested by South Mills Water Association.
  - A. The County will reserve water capacity for South Mills Landing based on providing 200 GPD per water connection for which the county has received payment from SMWA of \$2500 per connection.

## 10. Sewer System Development Fees

- 10.1. In making plans for maintaining, upgrading and expanding the County's sewer systems in order to provide sufficient sewage treatment capacity for citizens of the County, the County shall take into account the homes and amenities planned for the South Mills Landing Subdivision shown on the approved South Mills Landing Plan, and shall allocate and reserve sufficient sewer treatment capacity within its sewer systems to supply adequate quantities of sewer treatment services to the South Mills Landing Subdivision to construct and obtain certificates of occupancy for each of the homes, non-residential buildings and amenities planned for the South Mills Landing Subdivision.
- 10.2. SML shall pay sewer system development fees to the County based upon the actual number of lots developed and permitted on the SML during each County fiscal year or based upon Exhibit D per County fiscal year. During each County fiscal year, sewer system development fees shall be fully paid on an approved lot basis at the time of the issuance of a building permit for each lot.
- 10.3. The County's fiscal year runs from July 1 through June 30. Commencing with the County's fiscal year in accordance with the schedule set out below. South Mills Landing shall pay to the County the standard per lot Sewer System Development Fees charged by the County for each of the 580 residential lots, clubhouse/pool and commercial lots planned to be developed on the SML property as follows:
  - A. Allocation Payment- 25% per connection to be paid upon approval of Construction Drawings for each development phase.
  - B. Reservation Payment- 50% per connection as a condition of recording the Final Plat for each phase.
  - C. Residual Payment- 25% per connection to be paid at the application for a building permit for each lot or unit. Connection to the system shall also require payment at building permit application of the Connection Fee per lot tap fee.
- 10.4. Upon payment of the first 25% of the Sewer System Development Fee per lot, the county will allocate 200 GPD of capacity per each lot. This allocation is for planning purposes only and is not considered a reservation of capacity and is non-refundable.
- 10.5. Upon payment, an additional 50% of the sewer system development fee per lot, the county will reserve 200 GPD sewer capacity per lot. This reservation of capacity will expire at the earlier of payment of the residual System Development Fee, Connection Fee, and transfer of the reservation to actual connection and usage to the system; OR 2 years at which time the reservation of capacity will expire and the reservation of capacity payment will be refunded.
- 10.6. Within fifteen (15) days of the end of each County fiscal year, South Mills Landing and the County shall reconcile their records to determine what, if any, shortfall actually exists between the number of units required by Section 10.2 and actual building permits issued. If South Mills Landing develops and permits more than one hundred (100) lots in any County fiscal year, then the number of developed and permitted lots in excess of one hundred (100) shall be credited to the next County fiscal year lot requirements.

- 10.7. If South Mills Landing does not develop and obtain a building permit for at least the number of lots set out in Exhibit D in any County fiscal then South Mills Landing shall pay to the County the shortfall in Sewer System Development Fees within thirty (30) days after the end of the County fiscal year.
  - 10.8. The initial per lot sewer capital fee shall be \$7,400. Sewer capital fee rates shall be subject to the sewer rate schedules adopted annually by the Board of Commissioners.
  - 10.9. Notwithstanding the foregoing, planned lots for which Sewer System Development Fees are required to be paid pursuant to Exhibit D but for which building permits have not been issued prior to June 30 of the relevant county fiscal year shall be subject the Sewer System Development Fee plus an additional \$1000 per connection.
  - 10.10. For the purposes of determining the amount of System Development Fee payments only, building permit issuance prior to June 30th of the relevant County fiscal year shall trigger the standard capital fee payments only if actual construction is begun within forty-five (45) days. Requesting building permits for lots not ready for home construction for the purpose of acquiring more favorable System Development Fee rates shall be considered a material breach of this Agreement.
  - 10.11. In the event that lots are developed within the South Mills Landing and homes are constructed thereon and ready for occupancy per the Development Schedule but prior to the Sewer Availability Date, then the County agrees, at its sole cost and expense, to pump and haul excess sewage from the treatment plant in order to maintain compliance with state and federal permits and continue serving the waste water needs of County citizens including those in SML.
  - 10.12. Until such time as public sewer is actually available, pump and haul arrangements shall be subject to all superseding state and federal laws and regulations. All required permits and approvals shall be the responsibility of the County to obtain and the County will diligently pursue the issuance of all required permits and approvals.
- 11. Public Roads, Public Streets, and Private Streets to serve South Mills Landing.**
- 11.1. Connection to Existing Public Roads. SML will be responsible for securing appropriate permits from the North Carolina Department of Transportation ("NCDOT") for connecting South Mills Landing to the existing public road system maintained by NCDOT. To that end, SML agrees to make all improvements to the public road system required by NCDOT. SML and the County agree to cooperate and assist each other in connection with the planning of connections to the public road system as well as improvements to the public road system; however, the County shall have no duty to fund the construction of improvements to the public road system required by NCDOT in connection with South Mills Landing.
  - 11.2. Public Streets within South Mills Landing. SML anticipates that there will be a number of streets built to NCDOT standards for public residential streets. SML will be solely responsible for the design and construction of these streets. SML shall have a continuing obligation to repair and maintain these streets until the public streets are accepted by NCDOT for maintenance or SML transfers the obligations to repair and maintain the streets to one or more property owners associations (POA) established as part of South

Mills Landing. SML may not transfer the duties to repair and maintain these streets to the POA until the County has reviewed and approved the documents establishing the POA.

## **12. Stormwater Management and Wetlands.**

- 12.1. Stormwater Management. SML will be solely responsible for the design, permitting, construction, repair and maintenance of the stormwater management system to serve South Mills Landing. SML's Stormwater Management Plan for South Mills Landing will include stormwater management devices which meet or exceed the minimum criteria of the North Carolina Department of Environmental and Natural Resources (DENR), Camden County, and incorporate drainage ways, ponds and wetlands that treat and control stormwater passively by taking advantage of naturally occurring processes.
- 12.2. On-site stormwater will be managed by construction of a series of stormwater management ponds that will be interconnected and will retain and slow-release stormwater to existing drainage outlets both directly and indirectly.
  - A. In addition to modeling and retaining stormwater to the UDO and Stormwater Manual standard for the 10-year developed condition and runoff, stormwater will be modeled for the 100-year storm event, and property line berms constructed as necessary to manage the 100-year storm without adversely impacting neighboring properties.
  - B. Stormwater will be conveyed to on-site retention ponds through a combination of curbs with inlets, stormwater pipes, and open vegetated swales.
  - C. The Improvements set forth in this section shall be maintained by the Developer, or a management association created by the Developer.
  - D. The Association, either itself or via a management entity, will assume responsibility for ongoing operation and maintenance of all stormwater management facilities in accordance with the Camden County UDO requirements and all NCDEQ permit requirements. The Association dues will be structured in a way that funds are provided for the upkeep of these facilities, as well as a contribution to off-site ditch maintenance.
- 12.3. Improve off-site drainage ways downstream of the Development's stormwater drainage outlets by clearing and snagging as necessary to remove obstructions to flow, subject to gaining the right of access to make these improvements.

## **13. Self-Contained Development.**

South Mills Landing will contain a network of pedestrian and bicycle paths which connect all residential neighborhoods with the amenities within South Mills Landing so that residents of South Mills Landing will have the option to walk or ride a bicycle to the passive and active recreational opportunities located in South Mills Landing.

#### **14. Phasing and Development Schedule.**

14.1. The proposed schedule for completing the Development that is the subject of this Agreement is shown on Exhibit D:

#### **15. Vested Rights to Complete South Mills Landing as Approved; Application of Laws and Land Development Regulations.**

15.1. South Mills Landing shall be subject only to the Laws and Land Development Regulations enacted and applicable to South Mills Landing at the time of the County's adoption of this Development Agreement as an ordinance and in accordance with the provisions of the Development Agreement (the "Existing South Mills Landing Development Law"). The parties agree that SML needs to obtain the following permits or approvals:

- A. Master Plan approval
- B. Preliminary Plat approval
- C. South Mills Water Association water system plans
- D. State Erosion and Control Permit
- E. County Sewer System approval
- F. County Stormwater Plan approval
- G. State Stormwater Plan Permit
- H. Construction Plans
- I. Commercial Site Plan for Clubhouse and Pool
- J. Final Plat approval
- K. Building Permits for all structures pursuant to the North Carolina State Building Code
- L. Comply with the Existing South Mills Landing Development Law in order to complete the development of South Mills Landing under local law. Except for changes in the County's System Development Fee schedule.

M. Laws, rules, regulations or policies adopted by the County or any of its boards, officials or staff enacted, adopted, formed or administered after the adoption of this Development Agreement, including but not limited to land use, streets, buffers, the division of land, grading, landscaping, water, sewer, stormwater, setbacks and signage, shall not directly or indirectly be applicable to any aspect of South Mills Landing, the development of South Mills Landing as approved, the Existing South Mills Landing Development Law or the Property for a period of ten (10) years after the Effective Date.

15.2. The failure of this Development Agreement to identify a particular permit, condition, term or restriction does not relieve SML of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions of local development permits. However, the County represents to SML that the above paragraph identifies all permits or approvals which are required by the County prior to the County issuing certificates of occupancy for uses and improvements at South Mills Landing.

15.3. In the event that State or federal law is changed after the Effective Date in such a way that prevents compliance with this Development Agreement by SML, the County and SML will review the terms of the aforementioned agreement, and will work together in good faith to modify the affected provisions to accomplish both the intended purpose of said agreement and the theretofore associated economic benefits foreseen by the parties

#### **16. Review to Assess Compliance with this Development Agreement.**

From time to time, SML and the County may review the good faith execution of the provisions of this Development Agreement by the parties to assure compliance with this Development Agreement and the accomplishment of the purposes originally intended by the parties. The failure of SML to complete any phases of South Mills Landing within the times set forth in this Development Agreement shall not, in and of itself, constitute a material breach of said agreement and whether a material breach exists must be judged based on the totality of the circumstances. A County officer designated by the Chairman of the County Commissioners shall conduct a progress review ("Review") every twelve (12) months to determine whether SML remains in good faith compliance with this Development Agreement based upon the totality of the circumstances.

## 17. Default.

- 17.1. In the event the County determines in the course of a Review that SML is in material breach of this Development Agreement, the County shall, within a reasonable time after the Review, send notice to SML setting forth (a) with reasonable particularity the nature of the breach and evidence supporting the County's findings and determination, and (b) a reasonable time in which SML may cure the breach. If SML fails to cure the breach within the time provided, the County may unilaterally terminate this Development Agreement by sending a termination notice to SML; provided the termination notice may be appealed to the County's Board of Adjustment in the manner provided in N.C.G.S. § 153A-345(b) (2010).
- 17.2. For all other defaults and breaches of this Development Agreement by either the County or SML, the non-defaulting Party shall notify the defaulting Party of the default, specifying the nature of the default and providing at least thirty (30) days for the defaulting Party to cure the default. If the default at issue cannot be cured by the defaulting Party within thirty (30) days, then the notice shall specify a reasonable cure period in excess of thirty (30) days, but in no event more than ninety (90) days. If the defaulting Party fails to cure the default within the cure period provided in the notice, then the non-defaulting Party may terminate this Development Agreement or, in the alternative, seek to enforce this Development Agreement through any and all remedies available at law or in equity.

## 18. Recordation of Agreement.

Pursuant to N.C.G.S. § 153A-349.11 (2010), within fourteen (14) days after the Effective Date, SML shall record this Development Agreement with the register of deeds in Camden County, North Carolina.

## 19. Term.

Pursuant to N.C.G.S. § 153A-349.4 (2010), the term of this Development Agreement shall be a period of ten (10) years from the Effective Date.

## 20. Miscellaneous.

- 20.1. Force Majeure. The parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of North Carolina, embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots. However, if any such event interferes with the performance by a party hereunder, such party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- 20.2. Amendment and Cancellation. This Development Agreement may be amended or canceled by mutual consent of the County and SML, and their successors or assigns. Minor amendments will be processed administratively. Major amendments will require Public Hearing. No amendment to this Development Agreement shall be effective, unless such amendment is reduced to a written agreement signed by the parties hereto.

- 20.3. Recitals. The recitals of this Development Agreement are material terms of this Development Agreement and shall be binding upon the parties.
- 20.4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Development Agreement is for any reason held invalid or unconstitutional by a non-appealable, final decision from any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- 20.5. Notice. All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Development Agreement if the notice is (a) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt request, postage prepaid; or (b) deposited with a national overnight courier service that retains receipts of its deliveries. Notices or other communications shall be properly addressed as follows:

The County:	County of Camden P.O. Box 190 117 North NC 343 Camden, NC 27921 Attn: County Manager
SML:	South Mills Landing LLC PO Box 9636 Chesapeake, VA 23321 Attn: Reese Smith

The parties may, by written notice given to the other, designate any further or different addresses to which all notices or other communications shall be sent.

- 20.6. Run with the Land. This Development Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined.
- 20.7. Entire Agreement. This Development Agreement contains the entire agreement between the parties. Any prior or contemporaneous oral or written agreements are merged into this Development Agreement.
- 20.8. Multiple Counterparts. This Development Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Development Agreement to produce or account for more than one such fully executed counterpart.
- 20.9. Applicable Law. This Development Agreement is governed by, and shall be construed in accordance with, the laws of the State of North Carolina.
- 20.10. Representations and Warranties of the Parties. The County and SML, and the persons executing this Development Agreement on their behalf, represent and warrant, as applicable, that: (1) such party or person has the full power and authority to enter into this Development Agreement, to execute it on behalf of the party indicated on the signature

page, and to perform the obligations hereunder; (2) such party is acting on its own behalf and on behalf of its members, successors and assigns; (3) this Development Agreement is a valid and binding obligation, enforceable against the parties in accordance with its terms; (4) entering into this Development Agreement does not conflict with any other agreements entered into by either party; and (5) the execution, delivery and performance of this Development Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. Specifically (and not as a limitation), the County represents and warrants to SML that this Development Agreement has been pre-audited to ensure compliance with the applicable budgetary accounting requirements (if any). In the event that any of the obligations of the County in this Development Agreement constitute debt, the County has complied, at the time of the obligation to incur the debt and before the debt becomes enforceable against the County, with any applicable constitutional and statutory procedures for the approval of the debt.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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By:  
Stephanie Jackson  
Finance Officer  
Camden County, North Carolina

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ATTEST:

COUNTY OF CAMDEN

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

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

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me personally came \_\_\_\_\_, who, being by me duly sworn, has affirmed that she is the Clerk to the Camden County Board of Commissioners and that \_\_\_\_\_ is the Chairman of the Camden County Board of Commissioners, and that said county is a North Carolina County possessing powers of a Unified Government pursuant to N.C.G.S. § 153A-471, described in and which executed the foregoing; that she knows the Corporate Seal of said County, that the seal affixed to the foregoing instrument is said Corporate Seal, and the name of the Unified Government was subscribed thereto by the said \_\_\_\_\_ and that the said corporate seal was affixed by order of the governing body of said County, and that the said instrument is the act and deed of said County.

WITNESS my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name  
Notary Public

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

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

Official Seal or Stamp

ATTEST:

SOUTH MILLS LANDING HOMES, INC.

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

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

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of South Mills Landing Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal, and attested by (her/him) self as its \_\_\_\_\_.

WITNESS my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name  
Notary Public

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

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

Official Seal or Stamp

ATTEST:

SOUTH MILLS LANDING HOMES, INC.

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

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

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of South Mills Landing Properties, Inc., a North Carolina, corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal, and attested by (her/him) self as its \_\_\_\_\_.

WITNESS my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name  
Notary Public

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

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

Official Seal or Stamp

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BOOK 156 PAGE 122

FILED in Camden County, NC  
 on Mar 21 2002 at 04:35:28 PM  
 by: Peggy C. Kight  
 Register of Deeds

NORTH CAROLINA EXCISE STAMPS  
 Excise Tax

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 01-7989-00-43-1290  
 Verified by 81-03 MR County on the 21<sup>st</sup> day of March, 2002  
600,000 6000.00 Pd. to MR Taxes Pd. MR  
 Mail after recording to: South Mills Landing, LLC, 4665 Haygood Road, Suite 406, Virginia Beach, Virginia 23455  
 This instrument was prepared by Charles M Lollar, NC Bar # 7861  
 Brief description for the Index

01-7989-00-43-1290

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20<sup>th</sup> day of March, 2002, by and between

GRANTOR

GRANTEE

MARGARET S. HARRIS, Widow

SOUTH MILLS LANDING, LLC, a North  
 Carolina limited liability company  
 4665 Haygood Road, Suite 406  
 Virginia Beach, Virginia 23455

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

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

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

See "EXHIBIT A" attached hereto

Issued Mar 21 2002  
 \$1,200.00  
 State of Camden  
 North Carolina County  
 Real Estate Excise Tax

NORTH CAROLINA EXCISE STAMP  
 ATTACHED AND CANCELLED \$1,200.00

\$2.00 per 1,000 value

Attachment: Exhibit A (2748 : UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued))

## BOOK 156 PAGE 123

"EXHIBIT A"

BOUNDED according to plat of Ronnie L. Spivey dated June 21, 2001, entitled "Boundary Survey of The W. I. Sawyer Heirs Property for South Mills, LLC, and more particularly described as follows:

BEGINNING at a right-of-way monument on the east line of US Highway 17 at the intersection of the north side of State Route 1219 and the east line of US Highway 17 and running thence northerly along and with the east line of US Highway 17 on a curve to the right with a radius of 22,734.31 feet and an arc distance of 1,189.89 feet to a point; thence North 19° 51' 28" East a distance of 81.70 feet to a point; thence North 48° 20' 59" East a distance of 30.35 feet to a point; thence North 44° 00' 01" West a distance of 16.13 feet to a point in the east line of US Highway 17; thence continuing along and with the east line of US Highway 17 North 19° 51' 18" East a distance of 1,885.90 feet to a point; thence continuing along and with the east line of US Highway 17 North 53° 15' 03" East a distance of 29.04 feet to a point; thence North 19° 51' 18" East a distance of 287.45 feet to a concrete monument; thence North 13° 45' 26" East a distance of 150.64 feet to a concrete monument; thence North 19° 51' 18" East a distance of 409.44 feet to an iron rod; thence North 48° 37' 23" East a distance of 94.76 feet to an iron rod on the west line of the Dismal Swamp Canal; thence South 21° 43' 48" East along and with the west line of the Dismal Swamp Canal a distance of 3,263.32 feet to an iron rod at the northeast corner of the property of the New Lebanon Lodge; thence along and with the north line of the New Lebanon Lodge South 71° 57' 44" West a distance of 146.98 feet to an iron pipe; thence along and with the centerline of a ditch, which is the west line of the property of the New Lebanon Lodge South 21° 34' 16" East a distance of 489.87 feet to the north line of State route 1219; thence along and with the north line of State Route 1219 South 70° 15' 01" West a distance of 206.24 feet to an iron rod at the southeast corner of the property now or formerly of Yeargin; thence along and with the east line of the property now or formerly of Yeargin and along and with the centerline of a ditch North 20° 27' 56" West a distance of 150.09 feet to an iron rod; thence South 68° 57' 18" West a distance of 633.61 feet to an iron pipe at the east line of Halstead Street; thence along and with the east line of Halstead Street and the east line of the property now or formerly H. M. Noblitt in a ditch North 22° 50' 36" West a distance of 389.48 feet to an iron pipe in a canal; thence along and with the centerline of the said canal South 72° 57' 22" West a distance of 426.52 feet to an iron pipe; thence South 68° 28' 47" West a distance of 149.73 feet to an iron pipe; thence South 32° 13' 19" West a distance of 742.42 feet to an iron rod; thence South 42° 23' 09" West a distance of 173.49 feet to an iron rod; thence South 19° 57' 24" West a distance of 153.46 feet to an iron pipe; thence South 53° 53' 31" West a distance of 205.07 feet to an iron pipe in the east line of State Route 1219; thence along and with the east line of State Route 1219 the following courses and distances: North 33° 04' 56" West a distance of 309.82 feet to an iron rod; thence North 34° 17' 48" West a distance of 270.26 feet to a right-of-way monument; thence North 27° 35' 40" West a distance of 175.03 feet to a right-of-way monument being the point of BEGINNING, said parcel containing 124.83 acres, more or less.

## BOOK 156 PAGE 124

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book at Page  
in the Camden Registry

A map showing the above described property is recorded in Plat <sup>Sub</sup> 4, page 15B.

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

And the Grantors covenant with the Grantee, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

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

\_\_\_\_\_  
(Corporate Name) Margaret S. Harris, Widow (SEAL)

By: \_\_\_\_\_ (SEAL)

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

ATTEST: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Corporate Name) \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

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

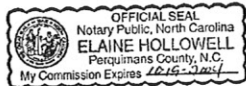
ATTEST: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal) \_\_\_\_\_ (SEAL)

SEAL - STAMP



NORTH CAROLINA, Perquimans COUNTY to-wit:

I, Elaine Hollowell, a Notary Public of the County and State aforesaid, certify that Margaret S. Harris, Widow, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 8 day of March, 2002.

My commission expires: 10-19-2004 Elaine Hollowell Notary Public

NORTH CAROLINA, CAMDEN COUNTY

THE FOREGOING CERTIFICATE(S) OF Elaine Hollowell, Notary Public of Perquimans  
County, North Carolina IS (ARE)

CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AT  
4:35 O'CLOCK P.M., ON THIS 21st DAY OF March, 2002, AND RECORDED  
IN BOOK 156, PAGE 122.

Randy C. Koff  
REGISTER OF DEEDS

Attachment: Exhibit A (2748 : UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued))

Issued Mar 21 2002  
\$650.00  
State of Camden  
North Carolina County  
Real Estate Excise Tax

FILED in Camden County, NC  
on Mar 21 2002 at 04:34:00 PM  
by: Peggy C. Kight  
Register of Deeds

NORTH CAROLINA EXCISE STAMPS  
ATTACHED AND CANCELLED \$650.00

\$2,000 per 1,000 value

BOOK 156 PAGE 116

Excise Tax

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 01-7988-01-49-2837  
Verified by 79-03 MR County on the 21<sup>st</sup> day of March, 2002  
by 325,000 3250.00  
Ad. to MR Taxes Ad. MR

Mail after recording to H.T. Mullen, Jr., Attorney at Law  
Post Office Box 365 Elizabeth City, NC 27907

This instrument was prepared by H.T. Mullen, Jr.

Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18<sup>th</sup> day of September, 2001, by and between

#### GRANTOR

William S. Halstead and wife,  
Jean V. Halstead  
Mary H. Hatfield, unmarried

#### GRANTEE

South Mills Landing, LLC, a  
North Carolina Limited Liability  
Company  
4665 Haygood Road, Suite 406  
Virginia Beach, VA 23455

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

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

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

See attached.

## BOOK 156 PAGE 117

Exhibit A

Beginning at an iron rod in the Eastern right-of-way of Old US Highway No. 17, said point being the Northeastern corner of Kitty M. Parker property; thence along the Eastern right-of-way of Old US Highway 17 North 50 degrees 13' 34" East a distance of 119.41 feet to an iron rod; thence North 61 degrees 18' 43" East a distance of 137.62 feet to an iron rod; thence North 71 degrees 51' 06" East a distance of 132.33 feet to an iron rod, said point being in the Western boundary line of E. M. Mathews, Jr. property; thence cornering and along the Western boundary of Mathews property South 03 degrees 10' 00" East a distance of 235.00 feet to an iron rod; thence cornering and along the Southern boundary of Mathews property North 86 degrees 48' 12" East a distance of 182.80 feet to an iron rod in the center of a ditch; thence cornering and along the centerline of the ditch South 03 degrees 31' 40" East a distance of 1,093.90 feet to an iron rod; thence South 02 degrees 10' 15" East a distance of 397.10 feet to an iron rod; thence with the ditch South 40 degrees 09' 23" East a distance of 120.72 feet to an iron rod; thence South 51 degrees 32' 45" East a distance of 168.01 feet to an iron rod; thence South 10 degrees 23' 38" East a distance of 124.20 feet to an iron rod; thence South 25 degrees 39' 13" West a distance of 140.87 feet to an iron rod; thence South 42 degrees 50' 15" West a distance of 71.50 feet to an angle iron; thence South 71 degrees 13' 32" West a distance of 89.74 feet to an iron rod; thence South 55 degrees 41' 42" West a distance of 121.84 feet to an iron rod; thence North 83 degrees 17' 55" West a distance of 147.93 feet to an iron rod; thence North 86 degrees 55' 59" West a distance of 147.28 feet to an iron rod; thence South 74 degrees 05' 25" West a distance of 107.88 feet to an iron rod; thence South 41 degrees 06' 45" West a distance of 127.50 feet to an iron rod; thence South 64 degrees 25' 39" West a distance of 85.40 feet to an iron rod; thence South 85 degrees 36' 48" West a distance of 76.65 feet to an iron rod; thence North 57 degrees 00' 55" West a distance of 117.09 feet to an iron rod; thence South 48 degrees 45' 53" West a distance of 145.10 feet to a point; thence South 56 degrees 50' 18" West a distance of 68.19 feet to a point; thence North 83 degrees 38' 42" West a distance of 110.52 feet to a point; thence South 86 degrees 37' 58" West a distance of 100.32 feet to a point; thence North 68 degrees 49' 37" West a distance of 224.98 feet to an iron rod; thence North 32 degrees 38' 34" West a distance of 50.16 feet to a concrete monument; thence North 16 degrees 08' 32" East a distance of 190.27 feet to an iron rod; thence North 21 degrees 14' 49" West a distance of 142.57 feet to an iron rod; thence North 13 degrees 36' 37" West a distance of 339.65 feet to an iron rod; thence North 17 degrees 00' 39" East a distance of 94.45 feet to an iron rod in the Eastern right-of-way of Old US Highway 17; thence along with the Eastern right-of-way of Old US Highway 17 North 28 degrees 32' 35" East a distance of 1,074.30 feet to an iron rod, said iron rod being the Southwestern corner of Kitty M. Parker property; thence cornering and along the Southern boundary of Parker property North 80 degrees 58' 41" East a distance of 281.60 feet to an iron rod; thence cornering and along the Eastern boundary of Parker property North 02 degrees 29' 19" West a distance of 113.00 feet to an iron pipe; thence South 88 degrees 10' 19" East a distance of 14.01 feet to an iron rod; thence North 05 degrees 10' 45" West a distance of 249.85 feet to an iron rod, being the point of beginning.

Said parcel containing 60.1 acres, more or less.

There is excepted from the above conveyance easements and leases to Dominion North Carolina Power and the South Mills Water Association. There is also excepted any rights and privileges that may be retained by Union Camp Corporation by that right-of-way agreement recorded in Deed Book 55 at Page 75.

Packet Pg. 55

Issued Jun 02 2009  
 \$15  
 by Peggy C. Kight  
 Register of Deeds  
 State Of North Carolina  
 ID. 6122  
 Camden County  
 \$2.00 per 1,000 value

Filed in Camden County, NC  
 on Jun 02 2009 at 12:51:58 PM  
 by Peggy C. Kight  
 Register of Deeds  
 Book 276 Page 194

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 15.00

Parcel Identifier No. 017988004738040000 Verified by ADS <sup>7104-10</sup> County on the 22 day of June, 2009

By: ADS - ~~\$72,000.00~~ - ~~\$42.00~~ ADS ~~modifying~~ ~~term~~ ~~6/1/09~~ ADS

Mail/Box to: H. T. Mullen, Jr., P O Box 365, Elizabeth City, NC 27907-0365

This instrument was prepared by: H. T. Mullen, Jr., Attorney-at-Law

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 23rd day of April, 20 09, by and between

GRANTOR	GRANTEE
Seaboard Timber Co., Inc. a NC Corporation P O Box 5 Creswell, NC 27928	South Mills Landing, LLC a NC Limited Liability Company 4665 South Blvd, Suite A Virginia Beach, VA 23452

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

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

48.75 acres swamp as depicted on map or plat entitled "Marshall L. Powell vs. Wade H. Powell Superior Court File 98-SP-10", South Mills Township, Camden County, NC, dated April 1, 1999, recorded in Plat Cabinet 3, Slide 42A of the Camden County Public Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 267 page 403.

A map showing the above described property is recorded in Plat Book 3 page 42A.

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

## Book 276 Page 195

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

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

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

Seaboard Timber Co., Inc. a NC Corporation \_\_\_\_\_ (SEAL)  
(Entity Name)  
By: Mark Gurganus \_\_\_\_\_ (SEAL)  
Title: President  
By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

State of North Carolina - County of \_\_\_\_\_  
I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public

State of North Carolina - County of Currituck  
I, the undersigned Notary Public of the County and State aforesaid, certify that Mark Gurganus personally came before me this day and acknowledged that he is the President of \_\_\_\_\_ of Seaboard Timber Co., Inc., a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 23rd day of April, 2009.  
My Commission Expires: 04/24/2012 Monica Spivey  
Notary Public

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

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

My Commission Expires: \_\_\_\_\_ Notary Public

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

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

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002  
Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

Attachment: Exhibit A (2748 : UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued))

NORTH CAROLINA

CAMDEN COUNTY

THIS RIGHT OF WAY AGREEMENT made and entered into this 3rd day of April, 1970 from L. H. Halstead and wife Frances H. Halstead, J. W. Halstead and wife Caroline G. Halstead, hereinafter sometimes referred to as HALSTEAD, to Union Camp Corporation, a Virginia Corporation, with offices in the Isle of Wight County near the City of Franklin, Virginia, hereinafter sometimes referred to as UNION CAMP;

## WITNESSETH:

For and in consideration of the sum of FOUR THOUSAND DOLLARS (\$4,000.00) paid by UNION CAMP to HALSTEAD, receipt of which is hereby acknowledged by HALSTEAD and in further consideration of the covenants and provisions herein contained, HALSTEAD has bargained and sold and by these presents does hereby bargain, sell and convey unto UNION CAMP, a perpetual, free and unobstructed right of way easement over and across the following described parcels of land situate in South Mills Township, Camden County, North Carolina and more particularly described as follows:

FIRST TRACT: All that parcel of land situate in South Mills Township, Camden County, North Carolina and more particularly described as follows:

BEGINNING at the common corner in the property line of the L. H. and J. W. Halstead property and the Lorene M. Etheridge property, said point of beginning being located the following courses and distances from the common property line of the property of Lorene M. Etheridge, the property of South Mills Water Association, Inc. and the property of the W. I. Halstead Estate: North 24° 45' West 81.6 feet, thence North 15° 42' East 14.4 feet to the center line of a ditch in the common property line of the Lorene M. Etheridge property and the South Mills Water Association, Inc. property, thence North 71° 41' West 1507.6 feet to the point of beginning. From said point of beginning thence South 01° 45' East 42.58 feet along said common property line of the L. H. and J. W. Halstead property and the Lorene M. Etheridge property, thence North 71° 41' West 5.1 feet and South 81° 37' West 1418.8 feet to a point on the East side of U. S. Highway #17 (right of way width 100 feet), thence along the East side of said Highway North 29° 02' East 50.36 feet, thence North 81° 37' East 1397.7 feet to and along the center line of a ditch to the point of beginning and being designated as "A" on the plat prepared by James C. Davis dated March 6, 1970 and entitled in part "Map showing easements and properties leased and owned by Union Camp Corp." which is attached to and made a part of deed dated April 3, 1970 from L. H. Halstead, et al, to Union Camp Corporation and being a portion of the property which was conveyed to Pauline Halstead by deed dated March 29, 1913 from W. I. Halstead, Commissioner, recorded in Deed Book 7, Page 451 of the Camden County Registry, the said L. H. Halstead and J. W. Halstead being the only heirs at law of Pauline Halstead.

stamps  
#4.00

See Deed of Easements  
Book 103, Pg. 990  
Book 112, Pg. 967  
See deed of easement  
BK 155 Pg 620

Attachment: Exhibit A (2748 : UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued))

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SOUTH MILLS TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

To build a community that has a creative design, providing a mix of different residential uses in close proximity to one another, while at the same time providing an efficient use of open space that promotes an active lifestyle and a strong sense of community. Commercial development is also proposed to serve the needs of both the needs of the residents of the development and the adjacent South Mills community.

Sheet Title

## TYPICAL CONSTRUCTION DETAILS

DEVELOPMENT STANDARDS & SETBACKS				
STYLE:	Commercial	Single-Family Lot	Townhome Lot	
Max. Lot Area	N/A	6000 SF	1000 SF	
Range of Lot Sizes	6500-875 SF	N/A	1500-2000 SF	
Min. Lot Width	N/A	40'	20'	
Typ. Lot Depth	N/A	60'	20'	
Front Setback	10 (average/50 Min.)	20'	20'	
Side Setback	10 (average)	10'	0	
Corner Side Setback	10 (average)	15'	0	
Min. Front Setback	N/A	75'	40'	
Max. Height	35'	35'	35'	
Max. Bldg. Size	20,000 SF	4,800 SF	22,000 SF	
Max. Lot Coverage	90%	60%	100%	
Max. Corner Plot Area Ratio	0.4	N/A	N/A	
Max. Setback Area Ratio/Total Plot	0.5	50'	50'	

DEVELOPMENT SUMMARY						
TRACT	AREA (AC.)	S.F. LOTS	LOT SIZE RANGE	M.U. UNITS	TOTAL UNITS	OPEN SPACE (AC.)
NORTH	124.63	205	6,500-15,873	50	355	42.64
SOUTH	60.10	98	6,500-11,743	147	245	20.31
TOTAL	184.73	303	6,500-15,873	197	599	62.95

[illegible]

LEGEND	
	EXISTING DITCH CENTERLINE
	EXISTING DITCH TOP OF BANK
	EXISTING TREE LINE
	PROPOSED SHALE W/ FLOW ARROW
	PROPOSED SHALE HIGH POINT
	FELA BOUNDARY LINE
	EXISTING 40' WELLTANK BOUNDARY
	EXISTING 40' WELLTANKS
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR
	EXISTING 10' CONTOUR
	EXISTING CULTIVAT
	EXISTING TULLEY POLE
	EXISTING OVERHEAD TRANSMISSION LINES
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	PROPOSED WATER LINE (SIZE AS NOTED)
	PROPOSED FIRE HYDRANT ASSEMBLY
	PROPOSED SIDEWALK
	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
	PROPOSED GRAVITY SANITARY SEWER (SIZE AS NOTED)
	PROPOSED SANITARY SEWER MANHOLE
	BACK OF CURB
	EDGE OF PAVEMENT
	PROPOSED CATCH BASIN
	PROPOSED STREET LIGHT
	PROPOSED STORM SEWER PIPE
	PROPOSED EDGE OF WATER

PHASING SCHEDULE									
Residential Development									
PHASE	AREA (AC)	OPEN SPACE (AC)	UNITS	DEVELOPMENT INTENSITY (D.U./A.C.)	EST. RECORDING YEAR	OTHER NOTES			
1	42.5	13.9 +/-	129	3.04	2021	Main Entrance, Roundabout, Portion of Midway with (M.U.P.), Bus Shelter			
2	46.1	17.7 +/-	178	4.18	2022	Kaili Kiosk, Main drainage outlet			
3	40.5	13.1 +/-	134	3.42	2023	Clubhouse, Pedestrian Connectivity			
4	42.5	13.1 +/-	99	2.33	2024	Additional Kaili Kiosk, Bus Shelter, Canoe Launch, Continuum W.U.P.			
5	14.8	4.1 +/-	40	2.78	2025				
TOTAL	185	63.9 +/-	580	3.14					

PHASE	AREA	OPEN SPACE	COMM.	MANAGEMENT COMM.	EST. CONST. YEAR
A	1	0.2 +/ -	1000 +/-	0.4	2024
B	1.25	0.2 +/ -	1000 +/-	0.4	2025
C	1	0.1 +/ -	1000 +/-	0.4	2027
D	1.25	0.1 +/ -	1000 +/-	0.4	2029
E	1	0.2 +/ -	1000 +/-	0.4	2031

[illegible]

PROJECT	<b>SOUTH MILLS LANDING</b>	
	TOWN OF SOUTH MILLS	NORTH CAROLINA
<b>PLANNED DEVELOPMENT</b>		

**COVER SHEET, DEVELOPMENT  
NOTES & SITE LOCATION PLAN**

THIS DOCUMENT IS THE SOLE PROPERTY OF BPG, INC. OF KITTY  
HAWK, NORTH CAROLINA. THE REPRODUCTION, IN WHOLE OR  
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**BISSELL**  
PROFESSIONAL GROUP

Engineers, Planners, Surveyors  
and Environmental Specialists

Bissell Professional Group  
Firm License # C-356  
3512 North Croatan Highway  
P.O. Box 1068  
Hick, North Carolina 27849  
(252) 261-3266  
FAX (252) 261-1760

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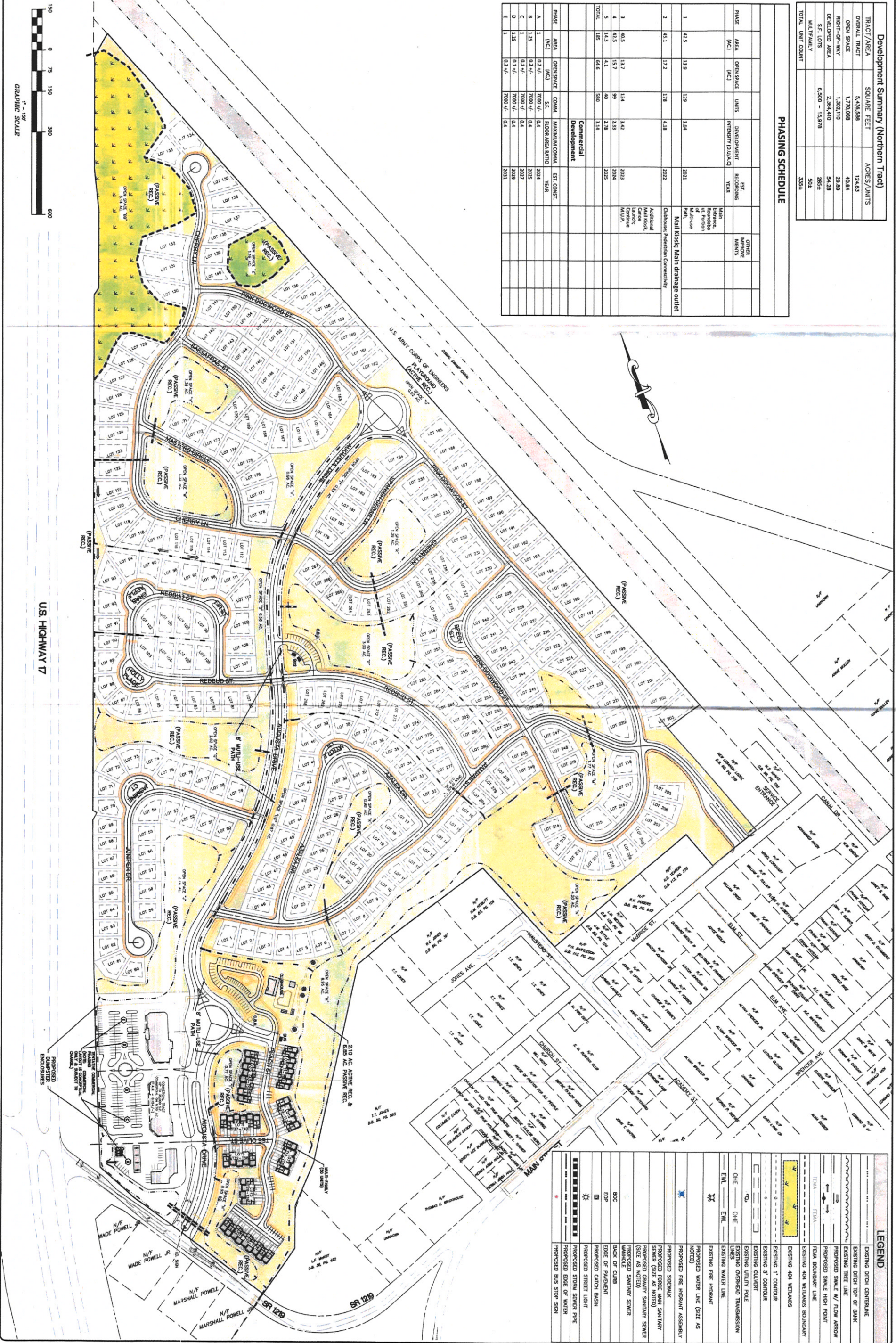
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Development Summary (Northern Tract)		
TRACT/AREA	SQUARE FEET	ACRES/UNITS
OVERALL TRACT	5,435,588	124.03
OPEN SPACE	1,770,088	40.64
RIGHT-OF-WAY	1,202,110	27.89
DEVELOPED AREA	2,364,410	54.28
S.F. LOTS	6,500 - 15,978	285.4
MULTIFAMILY		504
TOTAL UNIT COUNT		3354

PHASING SCHEDULE						
PHASE	AREA (AC)	OPEN SPACE (AC)	UNITS	DEVELOPMENT INTENSITY (D.U./AC)	EST. RECORDING YEAR	OTHER COMMENTS
1	42.5	13.9	129	3.04	2021	Main Entrance, located at the Portion of Multi-use Park.
2	45.1	17.2	178	4.18	2022	Clubhouse, Pedestrian Connectivity
3	40.5	13.7	134	3.42	2023	Additional Multi-use Park, Clubhouse, Laundry, Gymnasium, Netball.
4	42.5	15.7	99	2.33	2024	
5	14.3	4.1	40	2.78	2025	
TOTAL	185	64.6	580	3.14		
				Commercial Development		
PHASE	AREA (AC)	OPEN SPACE (AC)	COMM. UNITS	DEVELOPMENT INTENSITY (D.U./AC)	EST. RECORDING YEAR	
A	1	0.2 +/-	7000 +/-	0.4	2024	
B	1.25	0.3 +/-	7000 +/-	0.4	2025	
C	1	0.1 +/-	7000 +/-	0.4	2027	
D	1.25	0.1 +/-	7000 +/-	0.4	2029	
E	1	0.2 +/-	7000 +/-	0.4	2031	



LEGEND	
[Symbol]	EXISTING DITCH CENTERLINE
[Symbol]	EXISTING DITCH TOP OF BANK
[Symbol]	EXISTING TREE LINE
[Symbol]	PROPOSED TREE LINE W/ FLOW ARROW
[Symbol]	PROPOSED SHALE HIGH POINT
[Symbol]	EXISTING 404 WETLANDS
[Symbol]	EXISTING 404 WETLANDS
[Symbol]	EXISTING 1' CONTOUR
[Symbol]	EXISTING 2' CONTOUR
[Symbol]	EXISTING UTILITY POLE
[Symbol]	EXISTING OVERHEAD TRANSMISSION LINES
[Symbol]	EXISTING WATER LINE
[Symbol]	EXISTING FIRE HYDRANT
[Symbol]	PROPOSED WATER LINE (SIZE AS NOTED)
[Symbol]	PROPOSED FIRE HYDRANT ASSEMBLY
[Symbol]	PROPOSED SODIUM
[Symbol]	PROPOSED FOREST WASH SANITARY SEWER (SIZE AS NOTED)
[Symbol]	PROPOSED GRANTY SANITARY SEWER (SIZE AS NOTED)
[Symbol]	PROPOSED SANITARY SEWER UNWHALED
[Symbol]	BACK OF CURB
[Symbol]	EDGE OF PAVEMENT
[Symbol]	PROPOSED CATCH BASIN
[Symbol]	PROPOSED STREET LIGHT
[Symbol]	PROPOSED STORM SEWER PIPE
[Symbol]	PROPOSED EDGE OF WATER
[Symbol]	PROPOSED BUS STOP SIGN

Packet Pg. 62

4.c

PROJECT: SOUTH MILLS LANDING  
TOWN OF SOUTH MILLS CAMDEN COUNTY NORTH CAROLINA

ALTERNATIVE PLAN  
NORTH TRACT

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DATE: 1/29/20  
BY: [Signature]  
SHEET: 3 OF 11  
PROJECT NO: 4530

REVISIONS  
NO. DATE DESCRIPTION  
1 1/29/20 [Description]  
2 1/29/20 [Description]  
3 1/29/20 [Description]

DO NOT USE FOR CONSTRUCTION

**BISSELL**  
PROFESSIONAL GROUP

Bissell Professional Group  
Farm License # C-956  
1515 North Carolina Highway  
P.O. Box 1068  
Kitty Hawk, North Carolina 27949  
(252) 261-3266  
FAX (252) 261-1760

Engineers, Planners, Surveyors  
and Environmental Specialists

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EXHIBIT D  
DEVELOPMENT SCHEDULE

	2020	Phase	2021	Phase	2022	Phase	2023	Phase	2024	Phase	2025	Phase	Total
Construction Plan Approval	129	1	178	2	134	3	99	4	40	5			580
Final Plat Recorded			129	1	178	2	134	3	99	4	40	5	580
Houses Completed per year						107		210		160		103	580

Residential Development

PHASE	AREA	OPEN SP/ UNITS	DEVELOP/ EST RECOR (D.U/A.C. YEAR	OTHER IMPROVEMENTS	
1	42.5	13.9	129	3.04	2021 Main Entrance, Roundabout, Portion of Multi-use Path, Mail Kiosk; Main drainage
2	45.1	17.2	178	4.18	2022 Clubhouse; Pedestrian Connectivity
3	40.5	13.7	134	3.42	2023 Additional Mail Kiosk, Canoe Launch; Continue M.U.P
4	42.5	15.7	99	2.33	2024 Dog Park
5	14.3	4.1	40	2.78	2025
TOTAL	185	64.6	580	3.14	

Commercial Development

PHASE	AREA (Ac.)	OPEN SP/ COMM.	MAXIMUM/ EST. CONST. YEAR
A	1	0.2 +/- 7000 +/-	0.4 2024
B	1.25	0.2 +/- 7000 +/-	0.4 2025
C	1	0.1 +/- 7000 +/-	0.4 2027
D	1.25	0.1 +/- 7000 +/-	0.4 2029
E	1	0.2 +/- 7000 +/-	0.4 2031

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