

PLANNING BOARD

September 16, 2020 7:00 PM Regular Meeting

Historic Courtroom Courthouse Complex

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Agenda

Camden County Planning Board Regular Meeting September 16, 2020, 7:00 PM

Historic Courtroom, Courthouse Complex

ITEM I. Call to Order & Welcome

ITEM II. Consideration of Agenda

ITEM III. Consideration of Minutes - July 15, 2020

PB Minutes - 07-15-20

ITEM IV. Old Business

ITEM V. New Business

UDO 2020-09-14 Rezoning Request - Richard Krainiak

ITEM VI. <u>Info from Board and Staff</u>

ITEM VII. Consider Date of Next Meeting - October 21, 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: September 16, 2020

Submitted By: Amy Barnett, Planning Clerk

Planning & Zoning

Prepared by: Amy Barnett

Item Title PB Minutes - 07-15-20

Attachments: pbmins_07152020 (PDF)

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Camden County Planning Board

Regular Meeting
July 15, 2020 7:00 PM
Historic Courtroom, Courthouse Complex
Camden, North Carolina

MINUTES

The regular meeting of the Camden County Planning Board was held on July 15, 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	Present	
Ray Albertson	Board Member	Present	6:50 PM
Steven Bradshaw	Board Member	Present	6:50 PM
Cathleen M. Saunders	Board Member	Present	
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
Mark Bissell	Bissell Professional Group, Agent for	New Business # B
	Applicant	

CONSIDERATION OF AGENDA

Motion to Approve Agenda as Presented

RESULT: PASSED [UNANIMOUS]
MOVER: Steven Bradshaw, Board Member
SECONDER: Ray Albertson, Board Member

AYES: Leary, Harris, Albertson, Bradshaw, Lilley

CONSIDERATION OF MINUTES - JUNE 17, 2020

Motion to Approve Minutes from 6-17-20 as Written

RESULT: PASSED [UNANIMOUS]
MOVER: Fletcher Harris, Board Member
SECONDER: Steven Bradshaw, Board Member

AYES: Leary, Harris, Albertson, Bradshaw, Lilley

OLD BUSINESS

UDO 2020-01-36 South Mills Landing Prelim Plat Master Plan (Continued from 6-17-20)

Dan Porter spoke briefly regarding this agenda item. It is a continuation from the June 17, 2020 meeting. At the June meeting a few issues were discussed that warranted the tabling of this item so that those items could be addressed and brought back to the board:

- Issue with an access way which was land owned by Virginia Noblett Matthews, the entranceway to the South Mills Landing property was through a piece of her property and was not a state owned roadway. The entranceway needed to be addressed.
- Many areas of the Development Agreement were too vague and needed to be reworked to provide more detail than what was written.

At this time, Mr. Porter introduced Mr. Mark Bissell who spoke briefly regarding the issue with the entranceway which was originally planned to come off of what was thought to be Halstead Street but turned out to be a private lane belonging to Virginia N. Matthews:

- The secondary entranceway has been moved from coming in from Halstead. It now comes in from McBride Street near the New Lebanon Lodge.
- The primary entranceway has not changed.
- Were able to change the secondary entranceway without affecting the number of lots.

Ray Albertson asked if there was a third entrance to the Northern tract. Mr. Porter replied that there was not.

Mr. Porter stated that much of the reason the item was tabled at the last meeting had to do with the Development Agreement. He added that the revised copy addresses those concerns. Prior to this meeting, the Development Agreement was sent to the Applicant, County Manager, and Public Works Director for comments, and all the comments have been received.

A copy of the Development Agreement as submitted to the Planning Board is included at the end of these minutes for reference purposes.

Mr. Porter described what each of the Development Agreement's attachments were:

- Exhibit A is a legal description of the 3 tracts which make up the parcel of land whereupon the project is situated
- Exhibit B is comprised of the Master Plan and Preliminary Plat, and the phasing schedule
- Exhibit C shows the typical building elevations including a preliminary building plan and swimming pool for the proposed club house and recreation facility, and what houses will look like
- Exhibit D is the Development Schedule, which is broken up by year and shows approximate timeline of when phases will be built out.

Mr. Porter then went over the Development Agreement and highlighted sections as described below:

- Described the property and project as shown in sections 4 and 5 of the Development Agreement.
- Section 6 is Dedication of Land for Public Use for uses relating to utility easements, stormwater management, wastewater, etc. Also describes the use of the 3rd undeveloped tract which is an environmentally sensitive area.
- Public Facilities Section 7.1
 - New public waste water collection system will be installed subject to approval from the NC Department of Environmental Quality
 - Will use gravity lines, lift stations, and force mains
 - Construction of such will be at developer's expense, and when completed will be turned over to the County
- Public Facilities Section 7.2
 - Developer to install new water main, 12 inch minimum, under Dismal Swamp Canal from Mullen Street on the East side of the canal to provide public water supply to serve South Mills Landing only, and to provide for adequate fire flow for fighting fires.
 - o Individual lots and dwellings to be metered.
 - Developer to model water system and make any needed improvements based on studies and specifics agreed upon.
- Public Facilities Section 7.3
 - Water and Sewer lines to be installed outside of the paved roadway and above the 100 year flood elevation or be completely waterproofed.
- Public Facilities Section 7.4
 - Developer to commit funds in amount of \$92,729 to be used by the County for streetscape improvements along Main Street in South Mills. Improvements to include sidewalks, street lights, landscape planting, and other items conforming with the Concept Plan prepared by Bissell Professional Group.
 - o Prior to improvements taking place, a community meeting shall be held to determine the preference of the community with regards to such improvements.
 - o Install a sidewalk on south side of US 17 (Main St.) from Jones Ave to the entrance of the Southern Tract.

Nathan Lilly asked what the Fire Department's comments on this were. Mr. Porter replied that they are part of the Technical Review Committee and had comments regarding the fire flow. He added that the fire department is recommending denial based on the fire flow. They don't believe that there is adequate fire flow for a development of this scale. He added that there is concern about water flow, which is why the developer is going to model the system to determine what improvements need to be made. The UDO has requirements regarding water and fire flow.

Mr. Porter then continued to read through the following sections of the Development Agreement noting and explaining sections:

- Section 8, Obligations of South Mills Landing LLC
 - Nathan Lilly asked if there was a minimum commercial square footage of land that had to be developed. Mr. Porter replied there was not, that it was up to market demand to determine how much commercial development would take place.
- Section 9, Obligations of the County
- Section 10, Sewer System Development Fees (read through, changes noted herein below)
 - o Section 10.3
 - At time of approval of construction drawings, a portion of the system fees will be paid (25% is recommended), then at Final Plat more fees (50% recommended), and when they come in for building permits they pay the remainder (25% recommended) plus the connection fee of \$3500.
 - South Mills Landing LLC has requested these allocations be rearranged to 25%, 25%, 50%.
 - o Section 10.5
 - Upon payment, an additional 25%, or whatever it ends up being, of the sewer system development fee per lot, the county will reserve 200 GPD sewer capacity per lot.
 - Section 10.7
 - South Mills Landing has requested the following be added to ensure they get the credit set forth in section 10.7: "This obligation will terminate when South Mills Landing has paid cumulative fees that is reservation system fees and connection fees in the amount of 3.5 million dollars. Camden County will credit the amount paid due to shortfall of system development fees and connection fees to future building permits requested by South Mills Landing."
 - In the original development agreement, there were terms that would allow them to modify their development program, how many lots would be built, when they would apply for permits, etc. If this were to be allowed, there is a possibility that the County could get into building a wastewater treatment plant, the market goes south, development halts, and the County is left with massive expense with no revenue coming in from the development.
 - The 3.5 million dollars is the estimated amount a wastewater treatment plant will cost.

- After the fee amount of 3.5 million dollars is collected by the county, South Mills Landing would then be allowed to modify their development program.
- County Manager & Public Works Director are agreeable to this.
- Section 10.9 was a penalty clause saying that if the planned number of houses to be built were not built, they'd have to pay system development fees plus an additional \$1000 per connection. They've requested to delete this section, which staff is ok with since the requirement to pay any shortfall of system development fees is included in section 10.7.
- O Section 10.10 became 10.9, Section 10.11 became 10.10, and Section 10.12 became 10.11 with the deletion of 10.9 as originally written.
- Nathan Lilly asked if there was any concern that the county would not be able to provide capacity if need be. Mr. Porter replied that according to the development program, capacity would need to be available to South Mills Landing by end of 2022 / beginning of 2023. The county has the capacity to serve the first phase, and get started on building the capacity. Engineering is already underway for this. Design and permitting in 2021, 2022 should be ready to go to contract, by which point the county should be able to serve them.
- Section 11, Public Roads, Public Streets, and Private Streets to serve South Mills Landing
 - There are some planned improvements to roadways at the entrances to the northern and southern tracts, which are the responsibility of the developer
 - o Plans for the above mentioned improvements have been approved through NCDOT
 - Nathan Lilly asked where the land would come from if more land is needed for road widening at the entry ways. Mr. Porter replied it would come off of the developer's property. Mr. Bissell added that the widening would be asymmetrical in nature.
- Section 12, Stormwater Management and Wetlands
 - o There will be both over and under ground stormwater management systems
 - The UDO requires a certain amount of funds, determined by a formula, to be set aside in escrow for the homeowners association for purposes of providing funding for maintenance of stormwater management
 - Improvement of off-site drainage ways downstream of the development if the owners
 of those downstream properties will allow them to clear, snag, and remove
 obstructions in order to improve drainage for both the development and the
 downstream property owners.
- Section 13, Self-Contained Development self explanatory
- Section 14, Phasing and Development Schedule is exhibit "D"

- Section 15, Vested Rights to Complete South Mills Landing as Approved; Application of Laws and Land Development Regulations
 - This section lays out the future permits and/or approvals they will need to obtain and will be subject to at the time of the County's adoption of this Development Agreement.
 - Changes to laws, rules, regulations, policies, standards, and the like enacted by the County will not affect South Mills Landing as adopted for a period of ten (10) years from the date of adoption.
 - o If anything is found to have been left out of the Development agreement, it does not relieve South Mills Landing of complying with the existing terms.
 - Changes to State or Federal laws which affect the development, the developer and the County will work together in good faith to modify affected provisions of the Development Agreement
- Section 16, Review to Assess Compliance with this Development Agreement.
 - o The county will annually review the project to make sure that progress is being made, that South Mills Landing is in compliance
 - O South Mills Landing requests adding "The County and South Mills Landing will agree that the development schedule may be influenced by changing market conditions and that once initial obligation outlined in paragraph 10.6 has been satisfied, a modified development schedule may be proposed to reflect current market conditions" which refers back to once the county has collected 3.5 million dollars, the approximate cost of a wastewater treatment plant, a modified development schedule may be considered and reviewed on an annual basis.
- The rest of the agreement has to do with:
 - o Default
 - Recordation of the agreement
 - o Term of the agreement (which is 10 years)
 - o Force Majure meaning no one is liable for things that are beyond their respective control
 - Amendment and Cancellation by mutual consent between the County and South Mills Landing (and their successors or assigns), the agreement may be amended or cancelled. Minor amendments are administrative, major amendments require public hearing. All amendments must be in writing.
 - Recitals, Severability, Notice, Run with the Land, Entire Agreement, Multiple Counterparts, Applicable Law, Representations and Warranties of the Parties - these are legalese that are required to be in the agreement

This concluded Mr. Porters presentation of the Development Agreement. Chairman Calvin Leary asked if any of the Board members had questions for Mr. Porter.

CAMDEN COUNTY PLANNING BOARD

Regular Meeting – July 15, 2020

At this time, Mr. Bissell spoke briefly about the schedule of fees. Overall there will be 580 units, which will result in a little over 8 million dollars in fees paid to the County. By the end of 2022, fees paid will be an estimated 4.2 million dollars representing about 121 homes built. At that point, fees paid will be more than the total cost of the improvements needed to expand capacity. Water flow at that point will be somewhere in the neighborhood of 20,000 GPD. This is also why 25% / 25% / 50% was requested because it puts the fees collected by the County well in advance of the need for expanding capacity for provision of those services.

Mr. Porter added that a letter had been received from Attorney William Moore, who represents Virginia Noblitt Matthews. The subject matter of the letter, the private roadway owned by Ms. Matthews, has been taken into account and has been acted upon and resolved by the developer.

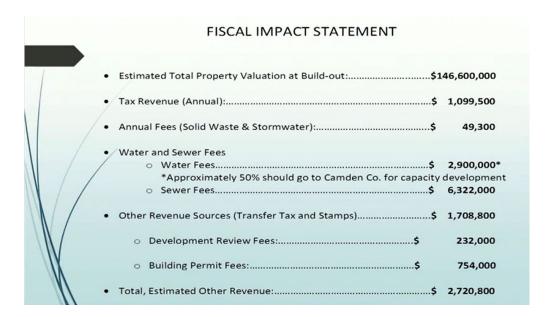
Mr. Porter further added that there were public comments faxed to the Planning Department by Gladys and Carol Jones. Comments concerned:

- Flooding, this is a low area as evidenced by flooding after Hurricane Matthew
- School Capacity High School is over capacity
- Provision of services by Sheriff and Fire Department
- General opposition to the project

These were the only comments received in advance of this meeting.

Chairman Calvin Leary asked if there were any further public comments. Hearing none, he asked if there were any further comments and/or questions from the Board.

Nathan Lilly asked if the Sheriff's Office and Schools would be addressed with regard to any revenues. Mr. Porter replied that the developer has not offered it, and that the County cannot ask for it, other than tax revenues. Mr. Porter invited Mr. Bissell to go over the estimated tax & other revenues. Mr. Bissell showed the following PowerPoint slide to illustrate the taxes and fees estimated per annual basis:



CAMDEN COUNTY PLANNING BOARD

Regular Meeting – July 15, 2020

At this time, Mr. Porter stated that the Board has 3 options for recommendations: (1) Approve, (2) Denial, (3) Approve with Changes. He stated that there needs to be a recommendation one way or the other. Also there needs to be either 1 or 2 motions with regard to approving (or denying) the Master Plan and Preliminary Plat, they can be done together or separately.

At this time Chairman Calvin Leary called for a motion.

Nathan Lilly commented that he can't see approving this development at this time due to the situation with the schools, he added that the plans seem good otherwise, but with the schools already over-crowded, he feels this will only add more students to an already crowded system.

Mr. Porter stated that the Planning Board is a recommending board, and that each member can vote either to approve or to deny based on their assessment of the project. He added that members can also request that whatever recommendation is made include statements or comments on recommendations.

Motions Made:

Motion to Approve Development Agreement

RESULT: PASSED [3 TO 2]

MOVER: Steven Bradshaw, Board Member SECONDER: Fletcher Harris, Board Member AYES: Leary, Harris, Bradshaw

NAYS: Albertson, Lilley

Motion to Approve Master Plan and Preliminary Plat

RESULT: PASSED [3 TO 2]

MOVER: Steven Bradshaw, Board Member SECONDER: Fletcher Harris, Board Member AYES: Leary, Harris, Bradshaw

NAYS: Albertson, Lilley

NEW BUSINESS - NONE

INFO FROM BOARD AND STAFF - NONE

CONSIDER DATE OF NEXT MEETING - AUGUST 19, 2020

CAMDEN COUNTY PLANNING BOARD

Regular Meeting – July 15, 2020

ADJOURN

Motion to Adjourn 7-15-20 Meeting

RESULT:PASSED [UNANIMOUS]MOVER:Ray Albertson, Board MemberSECONDER:Steven Bradshaw, Board Member

AYES: Leary, Harris, Albertson, Bradshaw, Lilley

ATTEST:	Chairman Calvin Leary Camden County Planning Board
Amy Barnett, Clerk Camden County Planning Department	

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ATTACHMENTS:

- Draft Development Agreement (as submitted to Planning Board)
- Exhibit A, Legal Description of Parcel Tracts
- Exhibit B, Master Plan, Preliminary Plat, & Phasing Schedule
- Exhibit C, Sample of Housing Pictures
- Exhibit D, Development Schedule

See Next Page for beginning of attachments

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Draft

Development Agreement

(as submitted to Planning Board)

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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, (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 **ExhibitD**; and

WHEREAS, the County has rezoned the Property to a Planned Development ("PD") and as represented by **Exhibit B** has been submittedfor 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. <u>Definitions</u>.

- 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 <u>Exhibit A</u> 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. <u>Description of Project</u>

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>	LOT SIZE	<u>M.F.</u>	<u>TOTAL</u>	OPEN SPACE
TRACT	(AC.)	<u>LOTS</u>	RANGE	<u>UNITS</u>	<u>UNITS</u>	(AC.)
<u>NORTH</u>	124.83	<u>285</u>	6,500-15,978	<u>50</u>	<u>335</u>	<u>40.64</u>
<u>SOUTH</u>	60.10	<u>98</u>	6,500-11,783	<u>147</u>	<u>245</u>	<u>23.31</u>
TOTAL	184.93	<u>383</u>	6,500-15,978	<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 actuall 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. <u>Stormwater Management</u>. 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. <u>Self-Contained Development.</u>

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. <u>Vested Rights to Complete South Mills Landing as Approved; Application of Laws and Land Development Regulations.</u>

- 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.

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- 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. <u>Term.</u>

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. <u>Amendment and Cancellation</u>. 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. <u>Recitals</u>. The recitals of this Development Agreement are material terms of this Development Agreement and shall be binding upon the parties.
- 20.4. <u>Severability</u>. 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. <u>Entire Agreement</u>. 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. <u>Multiple Counterparts</u>. 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. <u>Applicable Law</u>. 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 preaudited 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.

By: Stephanie Jackson Finance Officer Camden County, North Carolina



Attachment: pbmins_07152020 (2791 : PB Minutes - 07-15-20)

ATTEST: COUNTY OF CAMDEN STATE OF NORTH CAROLINA COUNTY OF in the year 2020, before me This is to certify that on the day of 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** Signature **Notary Public** Notary Public

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on

the day and year indicated below:

My Commission Expires:

Official Seal or Stamp

ATTEST:	SOUTH MILLS LANDING HOMES, INC.
Ву:	By:
STATE OF NORTH CAROLINA	
COUNTY OF	
	County, North Carolina, do hereby certify that nally came before me this day and acknowledged that
he/she is the of South M and that by authority duly given and as the	lills Landing Homes, Inc., a North Carolina corporation, act of the corporation, the foregoing instrument was, sealed with its corporate seal, and attested by
WITNESS my hand and official seal of 2020.	or stamp, this the day of,
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 perso	County, North Carolina, do hereby certify that nally came before me this day and acknowledged that
he/she is the of Soເ corporation and that by authority duly give	uth Mills Landing Properties, Inc., a North Carolina, en and as the act of the corporation, the foregoing, sealed with its corporate seal,
WITNESS my hand and official seal 2020.	or stamp, this the day of,
Printed Name Notary Public	Signature Notary Public
My Commission Expires:	Official Seal or Stamp

Exhibit A

Legal Description of Parcel Tracts

BOOK 156 PAGE 122 on Mer 21 2002 a by: Peggy C.

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

NORTH CAROLINA EXCISE STAMPS Excise Tax	Recording Time, Book and Page
Tax Lot No.	Parcel Identifier No. <u>01 - 7989 - 00 - 43 - 1290</u>
Verified by 81-03 MR	County on the alst day of March , 2002
600 000 6000.00	Pd. to MR Taxes Pd. MR
	ling, LLC, 4665 Haygood Road, Suite 406, Virginia Beach, Virginia
	es M.Lollar, NC Bar # 7861
Brief description for the Index	
	01-7989-00-43-1290
THIS DEED made this 20th day of March	LINA GENERAL WARRANTY DEED , 2002, by and between 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 partnership	: name, address, and, if appropriate, character of entity, e.q. corporation or

See "EXHIBIT A" attached hereto

#1,200.00
State of Camden
North Carolina County
Real Estate Excise Tax

ATTACHED AND CANCELLED SLOSS OF ATTACHED AND CANCELLED SLOSS OF SATURD SLOSS OF SATURD SLOSS OF SATURD SATU

Packet Pg. 40

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 and running thence northerly along and with 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 17.885.90 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 19° 51' 18" 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 409.44 feet to an iron rod in 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; 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 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° 43' 16" East a distance of 498.78 feet to the north line of State route 1219; thence along and with the north line 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 rod

BOOK 156 PAGE 124

	described was acquired by Grantor	by instrument recorded in Deed Book at Page
		Cab 4 page 15B.
TO HAVE AND TO HOL		nd and all privileges and appurtenances thereto belonging to
convey the same in fee sin warrant and defend the title	aple, that title is marketable and fr	are seized of the premises in fee simple, have the right to ree and clear of all encumbrances, and that Grantors will sersons whomsoever except for the exceptions hereinafter at to the following exceptions:
IN WITNESS WH	FREOF the Grantor has becount ose	et his hand and seal, or if corporate, has caused this instrument to
	me by its duly authorized officers a	nd its seal to be hereunto affixed by authority of its Board of
(Corner	ate Name)	Margaret S. Harris, Widow
Ву:		(SEAL)
	President	(SEAL)
ATTEST:		(02, 22)
	(0, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	(SEAL)
	cretary (Corporate Seal)	(SEAL)
(Corpora	ate Name)	
Ву:		(SEAL)
	President	(SEAL)
ATTEST:		(SEAL)
Se	ccretary (Corporate Seal)	(SEAL)
SEAL - STAMP	NORTH CAROLINA, HASO	COUNTY to-wit:
OFFICIAL SEAL		s. Widow, Grantor, personally appeared before me this day
Notary Public, North Carolina ELAINE HOLLOWELL Perquimans County, N.C.	and acknowledged the execution of	of the foregoing instrument. Witness my hand and official stamp
sion Expires 1016-3m4	or seal this day of	March . 2002
	My commission expires: 10.19	2001 Cline Pellacure Giotary Public
IORTH CAROLINA, CA	AMDEN COUNTY	
HE FOREGOING CEF		Hollowell, Notary Public of Perquimans
		ENT WAS PRESENTED FOR REGISTRATION AT
	M., ON THIS 21st DAY O	
N BOOK, I		
		REGISTER OF DEEDS

#650.00

State of Camden
North Carolina County
Real Estate Excise Tax

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

NORTH CAROLINA EXCISE STAMPS ON ATTACHED AND CANCELLED SUSSECE OF SUSSECE OF

BOOK 156 PAGE 116

	-
Excise Tax	Recording Time, Book and Page
	Parcel Identifier No. 01-7988-01-49-2837 the 21 st day of March , 2002
Ad. fo MR Taxes Ad. MR	
Mail after recording to H.T. Mullen, Jr., Atto	orney at Law
This instrument was prepared by H.T. Mullen, Jr.	Elizabeth City, NC 27907
Brief description for the Index	
NORTH CAROLINA GENI	ERAL WARRANTY DEED
THIS DEED made this 15th day of Septent-16-24	2001, by and between
GRANTOR	GRANTEE
William S. Halstead and wife, Jean V. Halstead Mary H. Hatfield, unmarried	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 appro	priate, character of entity, e.q. corporation or partnership,
The designation Grantor and Grantee as used herein shall in thall include singular, plural, masculine, feminine or neuter a	
WITNESSETH, that the Grantor, for a valuable consideraticknowledged, has and by these presents does grant, bargain	, sell and convey unto the Grantee in fee simple, all that

County, North Carolina and more particularly described as follows:

See attached.

N.C. Bar Assoc. Form No. 3 \$ 1976, Revised 1977

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 139.55 feet to an iron rod, thence 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

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.

BOOK 156 PAGE 118

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

Slide 14B

The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 114 at Page 236

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

defend the title against	, that title is marketable and from the lawful claims of all persons ereinabove described is subject	whom	I clear of all encumbrances, and that Grantor will warrant and isoever except for the exceptions hereinafter stated. following exceptions:
IN WITNESS WHEREO corporate name by its duly above written.	F, the Grantor has hereunto set his authorized officers and its seal to be b	s hand hereunt	and seal, or if corporate, has caused this instrument to be signed in its of affixed by authority of its Board of Directors, the day and year first
(1	Corporate Name)	NIN	William S. Halstead
Ву:	······································	NK (frand Hale lixe (SEAL)
.:	President	K	Jeth V. Halstead
ATTEST:		USE BLACK INK ONLY	Mary H. Hatfield, unmarried (SEAL)
	Secretary (Corporate Seal)	SE	· (SEAL)
SEAL STAND	NORTH CAROLINA, Pasqu		
MOTARIA	I, a Notary Public of the Count S William S. Hals	tead	State aforesald, certify that I and wife, Jean V. Halstead Granter,
WUBLIG!	personally appeared before me the		and acknowledged the execution of the foregoing instrument. Witness my
Commercial	My commission expires:	Ž	Notary Public
SEAL-STAMP	NORTH CAROLINA,		County.
	I, a Notary Public of the County	and s	State aforesald, certify that Mary H. Hatfield
OTARY	# xxxxxxxxxxxxxxxx	XXXX	i acknowledged that XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
21101-19			MKHHKMXKXXXXXXXKXXXXXXXXXXXXXXXXXXXXXXX
	Witness my hand and official stan	np or s	eal, this 30 day of AUGUAT., 2001.
	My commission expires:	TALISES	Notary Public
The foregoing Certificate(s) o	Mary Pound, Notary Pub of Bibb Co., CA	lic	of Craven Co., NC and Edith N. Smith.
is/are certified to be correct.	This instrument and this certificate ar	e duly	registered at the date and time and in the Book and Page shown on the
Russy C. K	right	R	EGISTER OF DEEDS FOR LÖUNALA COUNTY
Ву		D	eputy/Assistant - Register of Deeds
N.C. Bar Assn. Form No. 3 5 1976, F	Revised 1977 Printed by Agreement	with the I	N.C. Bar Assn. Poole Printing Co., Inc. P.O. Box 58487, Rafeigh, N.C. 27658

Issued Jun 02 2009
\$15
by Peggy C. Kight
Register of Deeds
State Of Camden
North Carolina County
\$2.00 Rec. | 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	_10
Parcel Identifier No. 017988004738040000 Verified by	County on the 2 day of June , 2009
By: MR - \$ 7,5000,00- 1 472.00 pps model	ingani lator W
Mail/Box to: H. T. Mullen, Jr., P O Box 365, Elizabeth City, NC 2	7007 0265
Mail/Box to: H. 1. Mullell, Jr., PO Box 363, Elizabeth City, NC 2	7907-0363
This instrument was prepared by: H. T. Mullen, Jr., Attorney-at-Law	r
Brief description for the Index:	9
THIS DEED made this 23rd day of April , 20 09, by a	nd baturan
THIS DEED made this 23rd day of April , 20 09, by a	nd between
GRANTOR	GRANTEE
Seaboard Timber Co., Inc. a NC Corporation	South Mills Landing, LLC a NC Limited
P O Box 5	Liability Company
Creswell, NC 27928	4665 South Blvd, Suite A
	Virginia Beach, VA 23452
3	
The designation Grantor and Grantee as used herein shall include said ingular, plural, masculine, feminine or neuter as required by context WITNESSETH, that the Grantor, for a valuable consideration paid by and by these presents does grant, bargain, sell and convey unto the Granton the City of South Mills, South Mills Tomore particularly described as follows: 18.75 acres swamp as depicted on map or plat entitled "Marshall L. Fouth Mills Township, Camden County, NC, dated April 1, 1999, respectively.	the Grantee, the receipt of which is hereby acknowledged, has intee in fee simple, all that certain lot or parcel of land situated ownship, Camden County, North Carolina and Powell vs. Wade H. Powell Superior Court File 98-SP-10",
The property hereinabove described was acquired by Grantor by inst A map showing the above described property is recorded in Plat Boo	
	Page
NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002 Printed by Agreement with the NC Bar Association – 1981 SoftP.	ro 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: Mak Duzanu	(SEAL)
Title: President	
Ву:	(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
stamp or seal this day of	for the purposes therein expressed. Witness my hand and Notaria
stamp of seaf diffs day of	, 20
My Commission Expires:	
	Notary Public
that by authority duly give F and as the act of such entity, _he is a such entity, _he is the act of such entity, _he is the	he is the President of a North Carolina of all partnership/limited partnership (strike through the inapplicable), and signed the foregoing instrument in its name on its behalf as its act and day of April , 20 09 Notary Public
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 on the first page hereof.	are duly registered at the date and time and in the Book and Page shown
Register of Deeds	forCounty Deputy/Assistant - Register of Deeds
-,	
NC Bar Association Form No. L-3 © 1976, Revised © 1977	, 2002 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

NORTH CAPOLINA 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, mereinafter 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 Milis 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: Worth 24° 45' West 81.6 feet, thence North 15° 42' East :1-.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 feet to a point on the East Side of U. S. highway Will (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.

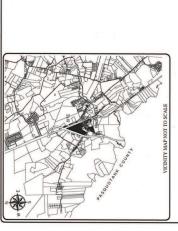
> Lee Beef of Exements Beek. 102, Pg. 940 Beek 112, Pg. 962 bu dud of easement BK 155 Pg 620



StAMPS # 4.00

Exhibit B

Master Plan, Preliminary Plat, & Phasing Schedule



MASTER PLAN

FOR

South Mills Landing A PLANNED DEVELOPMENT

SOUTH MILLS TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

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.

Sheet Title	COVER SHEET, DEVELOPMENT NOTES & SITE LOCATION
Sheet	_

MASTER PLAN & STORMWATER MANAGEMENT (NORTH TRACT) MASTER PLAN & STORMWATER MANAGEMENT (SOUTH TRACT) WATER MAIN EXTENSION & SERVICE PLAN (SOUTH TRACT) WATER MAIN EXTENSION & SERVICE PLAN (NORTH TRACT) LIFT STATIONS & GRAVITY SEWER PLAN (NORTH TRACT) LIFT STATION & GRAVITY SEWER PLAN (SOUTH TRACT) **EXISTING CONDTIONS & SITE FEATURES PLAN**

> 2 9

A 10' EASURAI FOR UTLITES AND DRAWAGE ALONG REZAR AND SOIG PROPERTY LINES AND A 15' ESTAUNTA, ROOT DRAWAGE ALONG TRONG THE PROPERTY LINES IS HERBER DELIARED, SEGURED AND TRONG THE LESSUANTS ARE HERBER PROVISED PER ONERALL DENSITY - 580 D.U. ON 184.86 ACRES - 3.14 D.U./ACRE (BASED ON DEVELOPEE ONLY). THIS PROPERTY CONTAINS ACCE "404" JUNISDICTIONAL WETLANDS USACCE ACTION ID# SAW 2018-01610, DATED JUNE 14, 2019.

ACREAGE DOLUMNIT(S), DB 155, PR 4, PG.
T2 (2001) RACTIT2 (2001) RACTIT2 (2001) RACTIT2 (2001) RACTIT3 (2001) RACTIT4 (2001) RACTIT5 (2001) RACTIT5 (2001) RACTIT5 (2001) RACTIT5 (2001)
T5 (

SOUTH MILS LANDING, LL P.O. BOX 9636 CHESAPEAKE, VA 23321 SOUTH MILLS LANDING, P.O. BOX 9636 CHESAPEAKE, VA 23321

GENERAL DEVELOPMENT NOTES:
PROJECT NAME. SOUTH MILES LANDING
1. APPLICANT: SOUTH MILES LANDING

FLRM, DATA.
2005 AE (8.4 FT.) AND X PER FLRM, MAP NO. 372
2005.

2005.

E. DEVELOPMENT ORDINANCE.
DEVELOPMENT ORDINANCE.

TYPICAL CONSTRUCTION DETAILS

PHASING PLAN (NORTH TRACT) PHASING PLAN (SOUTH TRACT)

9 01 11

00

	or AC.	(B.L.	S.F.								EXISTING CONCRETE MONUMENT	O EXISTING IRON PIPE	O EXISTING IRON ROD	o CALCULATED POINT	SET IRON ROD	CENTERLINE OF ROADWAY	EASEMENT LINE	ADJOINING PROPERTY LINE	PROPERTY BOUNDARY	RIGHT-OF-WAY
N.T.S. NOT TO SCALE		or AC. P/O TrP.	61. MAXMAUM BUILDING or AC. ACRES 7/0 PART OF TYPICAL	S.F. SQUARE FEET MAXIMUM BUILDING ACRES PART OF TYPICAL	S.F. SQUARE FEET MAXIMUM BUILDING ACRES PART OF TYPICAL	MAP BOOK PAGE S.F. SQUARE FEET MAXIMUM BUILDING ACRES PART OF TYPICAL	S.F. SQUARE FEET MAXMAN BUILDING ACRES PART OF TYPICAL	S.F. SQUARE TEET S.F. SQUARE TEET MAXIMUM BUILDING ACRES PART OF TYPICAL	S.C. SOUND S	TOWNSHIP	NOW OR CRAFEY	MONAMENT MON	SOSTING UNDER EIGH PER (SOSTING UNDER PER (SOSTING CONCRETE) (SOSTING CONCRETE) (SOSTING UNDER SOSTING UNDER EIGH SOSTING UND	COSTING DIOR PRED COSTING DIOR PRED COSTING DONNETTY DAMENTE TO THE CONTROL NOW OF COUNTRY DAME SUD BOOK NOW OF COUNTRY DAMENTE SUD BOOK WARNING BOO	OKOLUNE DONI OKOLUNE DONI DOSTRO GROVETE KORTO GROVETE KORTO GROVETE OKOLUNE O	SET ARON PROFILE SHOULD SHOUL TO SHOUL THE SHO	ET HOW HOD SET HOW HOW HOW HOD SET HOW HOW HOD SET HOW	COURTINUE OF SET AND ADDRESS TO SET AND HOD SET AND HO		MODION PRO
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NOTES & SITE LOCATION PLAN

COVER SHEET, DEVELOPMENT

	LEC	LEGEND
		EXISTING DITCH CENTERLINE
1111111	111111	EXISTING DITCH TOP OF BANK
monumer	mum	EXISTING TREE LINE
1	1	PROPOSED SWALE W/ PLOW ARROW
1	1	PROPOSED SWALE HIGH POINT
- reva	- FEVA	FEMA BOUNDARY UNE
		EXISTING 404 WETLANDS BOUNDARY
7	7	EXISTING 404 WETLANDS
		EXISTING 1" CONTOUR
		EXISTING 5' CONTOUR
	nIII	EXISTING CULVERT
ğ		EXISTING UTILITY POLE
- OHE -	- OHE -	EXISTING OVERHEAD TRANSMISSION LINES
EWL	— EW. —	EXISTING WATER LINE
*		EXISTING FIRE HYDRANT
8W.	- 8W.	PROPOSED WATER LINE (SIZE AS NOTED)
×		PROPOSED FIRE HYDRANT ASSEMBLY
Township and	STREET, STREET	PROPOSED SIDEWALK
- 10	- 24	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
SS —	- 88 -	PROPOSED GRAVITY SANITARY SEWER (SIZE AS NOTED)
0		PROPOSED SANITARY SEWER MANHOLE
BOC		BACK OF CURB
d03		EDGE OF PAVEMENT
0		PROPOSED CATCH BASIN
*		PROPOSED STREET LIGHT
		PROPOSED STORM SEWER PIPE
1		PROPOSED FDGS OF WATER

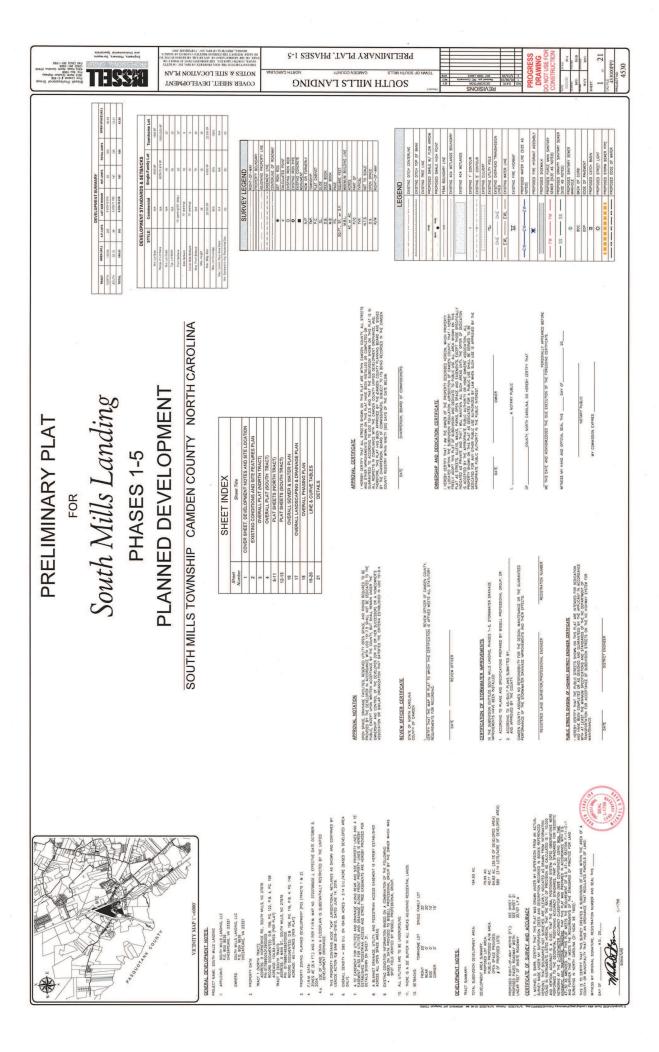
PLANNED DEVELOPMENT

SOUTH MILLS LANDING

							*			П		П							l
			t	at, Portion of as Shelter	putlet	mectivity	Shelter, Can												İ
		OTHER	MENIS	Main Entrance, Roundabout, Portion of Multi-use Path (M.U.P.), Bus Shelter	Mail Klosk, Main drainage outlet	Clubhouse; Pedestrian Connectivity	Additional Mail Klosk, Bus Shelter, Cande Launch; Continue M.U.P.												
	nt			Main Entran Multi-use Pa	Mail Klosky h	Chibhouse;	Additional h. Launch; Con				Ħ								
HEDULE	velopme	191	YEAR	2021		2022	2023	2024	2025		velopme		EST. CONST.	YEAR	2024	2025	2027	2029	
PHASING SCHEDULE	Residential Development		INTENSITY (D. U/A.C)	306		418	3.42	2.33	2.78	3.14	Commercial Development		MAXIMUM COMM.	FLOOR AREA RATIO	0.4	0.4	0.0	0.4	
-	Res	95	OMIS	129		178	134	66	40	085	S		COMM	S.F.	70007	7,4 0001	7000 1/-	10001	
			(AC.)	13.9 1/-		17.2 +f-	18.7 +/-	13.1 +/-	41.4	63.9 + /-			OPEN SPACE	(AC.)	02+/-	0.2 + f.	0.1.4.	0.1 ./-	
			(AC.)	42.5		45.1	\$0.5	42.5	14.3	185			AREA	(AC)		1.25	1	1.75	
		3	FHASE			2	,	4	.5	TOTAL			PHASE		4		0	0	

80	A BLANKET DRAINAGE, UTILITY, AND PEDESTRIAN ACCESS EASEMENT IS HEREBY ESTABLISHED ACROSS ALL OPEN SPACE AREAS.	ESTRIAN ACCES	S EASEMENT IS HEREBY ESTABLISHED
oi.	EXISTING CONDITION INFORMATION BASED ON A COMBINATION OF THE FOLLOWING: BASED ON DATA PROVIDED DI OSSSEL PROFESSONAL GROUP BY THE OWN SPOT FILLD VERPILD BY BASEL PROFESSIONAL GROUP.	ON A COMBINA SELL PROFESSIO PROFESSIONAL C	NG CONDITION INFORMATION BASED ON A COMBINATION OF THE FOLLOWING: SECTION DATA PROMOBED TO BESSEL PROFESSIONAL GROUP BY THE OWER WHICH WAS SHOT FIELD WERREID BY BASELL PROFESSIONAL GROUP.
10	ALL UTILITIES ARE TO BE UNDERGROUND		
=	THERE IS A 50° BUFFER IN ALL AREAS ADJOINING RESIDENTIAL LANDS.	DIGINING RESID	ENTIAL LANDS.
O.	DEVELOPMENT NOTES:		
TRA	TRACT SUMMARY:		
101	TOTAL AREA OF TRACT.		233.68 AC. (PER PLATS)
ONS.	UNDEVELOPED, ENVIRONMENTALLY SENSITIVE AREA:	REA:	48.75 AC.
TOT	TOTAL SUBDIVISION DEVELOPMENT AREA:		184.93 AC.
DEV	DEVELOPMENT AREA SUMMARY: PROPOSED LOT AREA. PUBLIC PROPOSED R/W AREA. OPEN SPACE PROVINCE: # OF PROPOSED LOTS:		79.99 AC. 40.11 AC. 40.13 AC. (35.1% OF DEVELOPED AREA) 580 (3.14 LOTS/ACRE OF DEVELOPED AREA)
PROPERTY	PROPOSED RIGHT-OF-WAY WOTHS (FT.): S PPROPOSED PAVED ROADWAY WIDTH: S LINEAR FEET OF ONSITE ROADWAY: 3	SEE SHEET 21 SEE SHEET 21 30,131 LF.±	

JANAGER, SOUTH MILLS LANDING, LLC





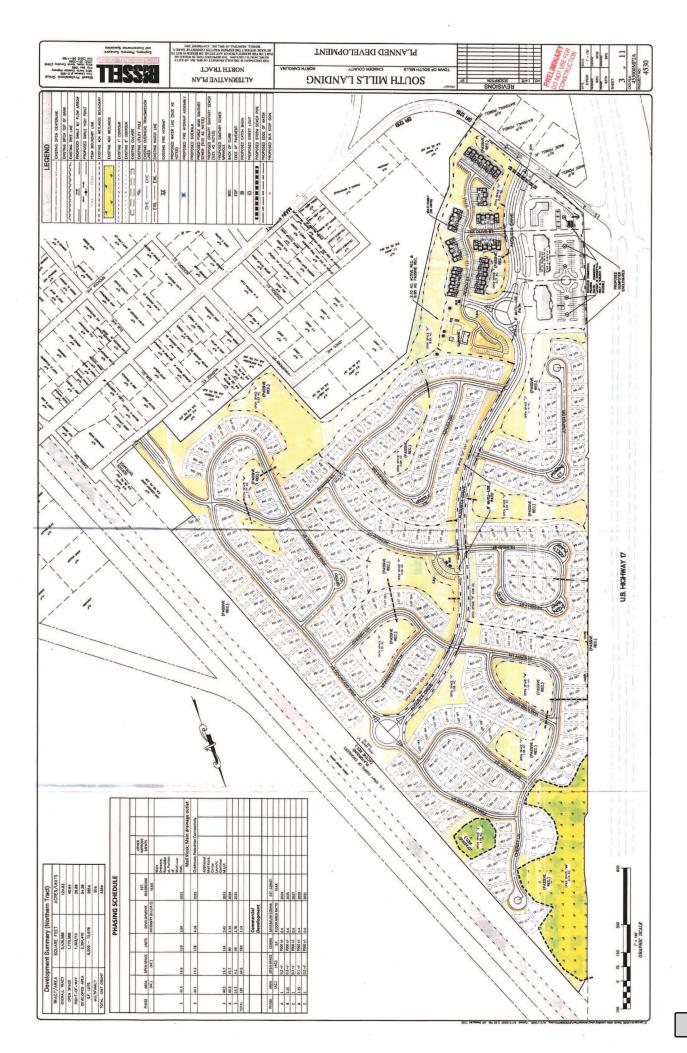


Exhibit C

Sample of Housing Pictures







Exhibit D

Development Schedule

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	66	4	40	2			280
Final Plat Recorded			129	1	178	2	134	3	66	4	40	2	280
Houses Completed per year						107		210		160		103	280

Residential Development

	MPROVEMENTS		2021 Main Entrance, Roundabout, Portion of Multi-use Path, Mail Kiosk; Main drainage outlet	2022 Clubhouse; Pedestrian Connectivity	2023 Additional Mail Kiosk, Canoe Launch; Continue M.U.P			
	EST RECORDING OTHER IMPROVEMENTS	YEAR				33 2024 Dog Park	78 2025	14
DEVELOPMENT	INTENSITY	(D.U/A.C.)	3.04	8 4.18	3.42	9 2.33	0 2.78	3.14
	UNITS		129	178	13	66	40	28(
PACE	5		13.9	17.2	13.7	15.7	4.1	64.6
OPEN SPACE	(AC)		42.5	45.1	40.5	42.5	14.3	185
	AREA		1	2	3	4	2	
	PHASE							TOTAL

Commercial Development

	OPEN SPACE COMM.	COMM.	MAXIMUM COMM. EST. CONST.	EST. CONST.	
PHASE	AREA (Ac.) (Ac.)	S.F.	FLOOR AREA RATIO YEAR	YEAR	
Α	1 0.2 +/-	-/+ 0002	0.4	. 2024	-
В	1.25 0.2 +/-	-/+ 0002	0.4	. 2025	
v	1 0.1 +/-	-/+ 0002	0.4		_
Q	1.25 0.1+/-	-/+ 0002	0.4	. 2029	0
ш	1 0.2 +/-	-/+0002	0.4		_



CAMDEN COUNTY

NORTH CAROLINA • USA Boundless Opportunities.

Camden County Planning Board AGENDA ITEM SUMMARY SHEET

New Business

Item Number:

Meeting Date: September 16, 2020

Submitted By: Amber Curling,

Planning & Zoning

Prepared by: Amy Barnett

Item Title UDO 2020-09-14 Rezoning Request - Richard Krainiak

Attachments: UDO 2020-09-14 Rezoning Request Richard Krainiak - Staff

Findings (PDF)

UDO 2020-09-14 Application for Zoning Map Amendment - Richard Krainiak (PDF)

UDO 2020-09-14 Rezoning Request Krainiak - Deed

UDO 2020-09-14 Rezoning Krainiak - Neighborhood Meeting (PDF)

ITEM TITLE: UDO 2020-09-14 Rezoning Request, Richard Krainiak,

Property Located At 913 Hwy 343 South

SUMMARY: Richard Krainiak is requesting a Zoning Map Amendment at 913 Hwy 343 South. The application is to rezone approximately 3 acres from Village Commercial (VC) to Neighborhood Residential (NR). The following documents have been submitted with package the Rezoning Application, the Deed, Various Maps, the Neighborhood Meeting Results/Comment, and the Zoning Comparison between Village Commercial and Neighborhood Residential. The Application is generally complete.

RECOMMENDATION:

Consider the application for Zoning Map Amendment for 913 Hwy 343 South with the recommendation as stated in the findings of the staff.

STAFF REPORT

UDO 2020-09-14 Zoning Map Amendment

PROJECT INFORMATION

File Reference: UDO 2020-09-14

Project Name: N/A

PIN: 03-8953-04-80-2636

Applicant: Richard Krainiak

Address: 103 Camellia Drive

Camden, NC 27921

Phone: 252-333-0787

Email: rickykrainiak@yahoo.com

Agent for Applicant: Self

Address: Phone: Fax: Email:

Current Owner of Record: Applicant

Meeting Dates:

8/31/2020 Neighborhood Meeting

Application Received: 9/10/2020 **By:** Amber Curling, Planning

Application Fee paid: \$650.00 Ck# 2156

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, Comprehensive Plan Future Land Use and CAMA Land Use Plan Suitability Maps
- **D.** Neighborhood Meeting Comments
- E. Zoning Comparison RR and NR

REQUEST: Rezone approximately 3 acres from Village Residential (VR) to Neighborhood Residential (NR) on Parcel 03-8953-04-80-2636 located at 913 Hwy 343 South in the Shiloh Township.

From Village Commercial (VC) Article 151.3.6.3 (Purpose Statement)

The Village Commercial district intended to foster high quality, compact, pedestrian-oriented development on lots within designated village centers. Development in the VC district is human-scaled and designed to promote visual interest for pedestrians. Ground-level retail and personal services that promote pedestrian activity along the street are highly encouraged and large, monolithic, automobile-oriented developments are prohibited. New development in the district is located close to the street, provides passers-by with clear views into the building's ground floor, and fosters sidewalk dining, outdoor seating, and interaction among pedestrians. The district requires urban-style open space (greens, seating areas, plazas, pocket parks, roof gardens, etc.) to be included as a part of new development. In addition to commercial uses, the district allows a variety of moderate-density residential development. New commercial, mixed-use, and multi-family developments in the district are subject to the design standards in.

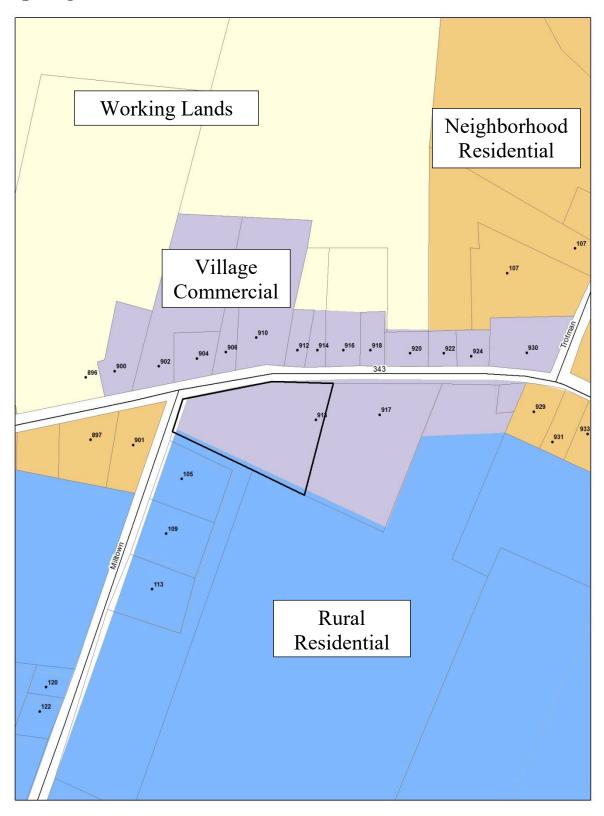
To: Neighborhood Residential (NR) – Article 151.3.5.5 (Purpose Statement)

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.

PROJECT LOCATION: Vicinity Map: Shiloh Township



Zoning Map:

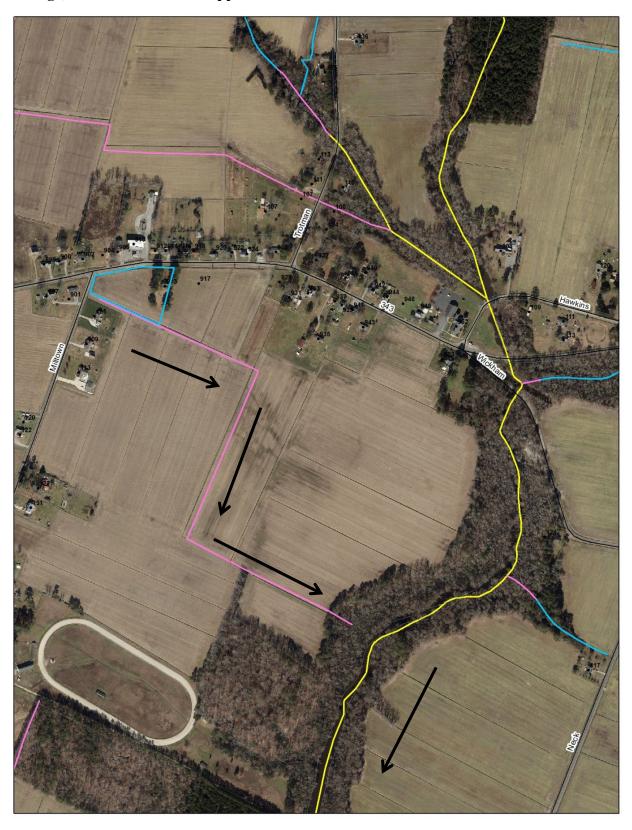


CAMA Land Suitability:

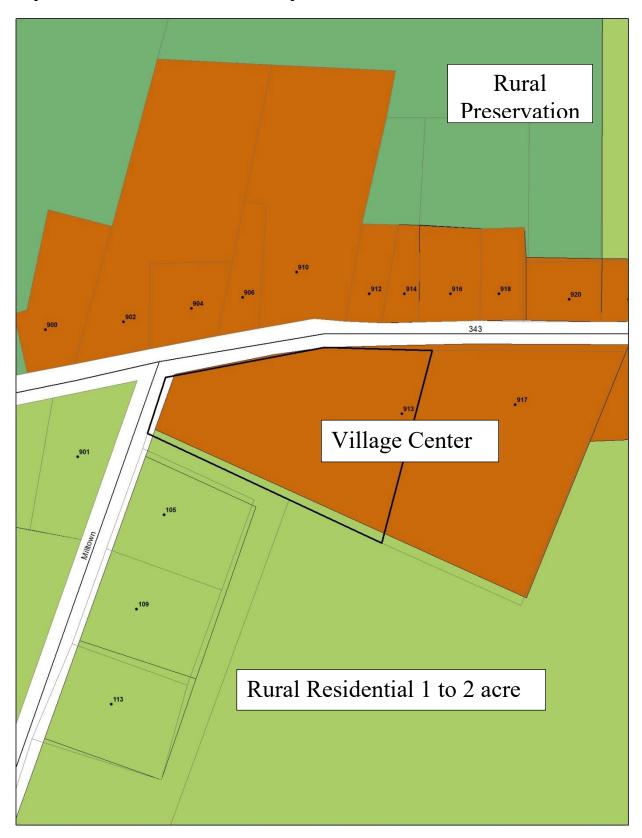




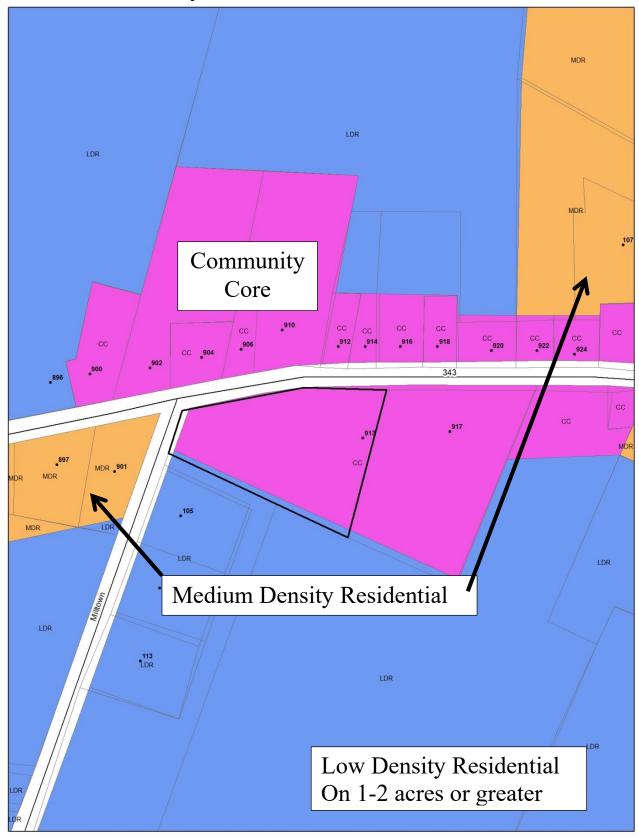
Drainage; Black arrows show apparent water flow

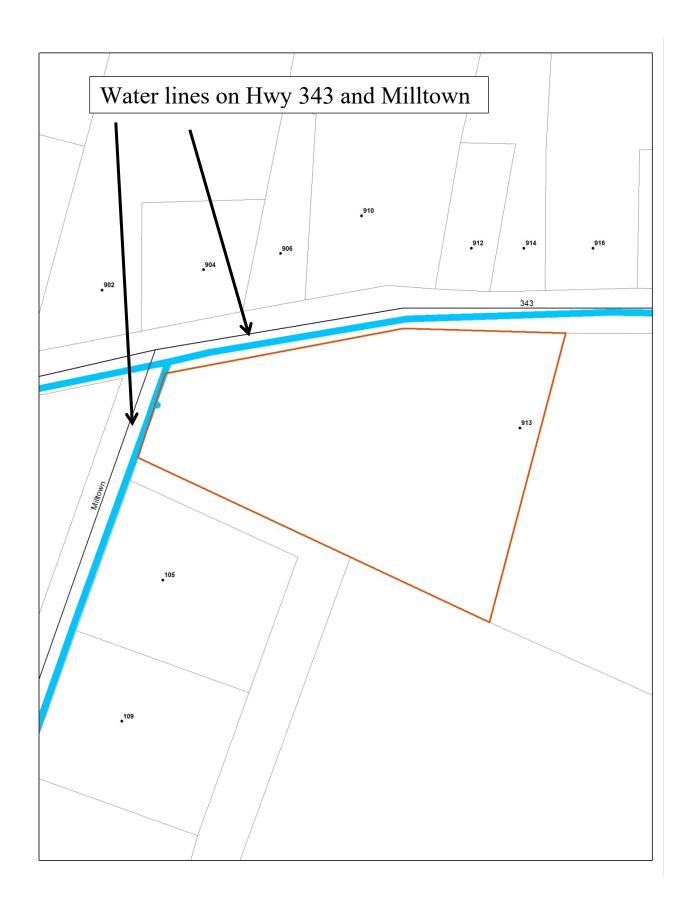


Comprehensive Plan Future Land Use Map



CAMA Future Land Use Map





SITE DATA

Lot size: Approximately 3 acres.

Flood Zone: X

Zoning District(s): Village Commercial (VC) **Existing Land Uses:** Vacant- House and Farmland

Adjacent Zoning & Uses:

_	North	South	East	West
Zoning	Village Commercial	Rural Residential	Village	Rural/Neighborhood
	(VC)	(RR)	Commercial (VC	Residential
				(RR/NR)
Use & size	Commercial Business/	Residential Lots	Commercial	Residential
	Residential		Business	Lots/Farmland

Proposed Use(s) - Subdivide one acre with the house and continue to farm Residual.

Description/History of property: Property is located in Shiloh Core Village on Hwy 343. Property has been farmed and house has been vacant.

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:

Distance & description of nearest outfall: It appears the property drains to the ditch on the south west side in farm field. The flow continues approximately 3300 feet thru farm field ditches south east, south west, south east again into wetlands. The wetlands flow to Pasquotank River.

INFRASTRUCTURE & COMMUNITY FACILITIES

Water Water lines are located adjacent to property along Highway 343 and

Milltown Road.

Sewer Not available.

Fire District Shiloh 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 ☐ Inconsistent ⊠

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005. The proposed zoning change is inconsistent in that the Future Land Use Maps has property identified as. Community Core.

2035 Comprehensive Plan

Consistent \square Inconsistent \boxtimes

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 Village Center.

Comprehensive Transportation Plan

Consistent \square Inconsistent \square

Property abuts Hwy 343 South and Milltown Road.

Other Plans officially adopted by the Board of Commissioners

N/A

FINI	DINGS	REGA	RDING	G ADDITIONAL REQUIREMENTS:
Yes		No	×	Will the proposed zoning change enhance the public health, safety or welfare?
				Reasoning: The Parcel is intended to be part of Village Center
Yes		No	\boxtimes	Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification
				Reasoning: The Core Village is intended for Commercial Use
				For proposals to re-zone to non-residential districts along major arterial roads:
Yes		No		Is this an expansion of an adjacent zoning district of the same classification? N/A
				Reasoning:
Yes		No		What extraordinary showing of public need or demand is met by this application? N/A

Reasoning:

Yes		No	Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?
			Reasoning: All uses permitted in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.
Yes		No	Does the request impact any CAMA Areas of Environmental Concern?
			Reasoning: Property is outside any CAMA Areas of Environmental Concern.
Yes	\boxtimes	No	Does the county need more land in the zoning class requested?
			Reasoning: In the appropriate location, this would include the 1 mile buffer adjacent to the Shiloh Core Village. This parcel is within the Shiloh Community Core Village Area.
Yes		No	Is there other land in the county that would be more appropriate for the proposed uses?
			Reasoning: Moderate density residential development areas would enhance the area adjacent to the Shiloh Village Center.

Yes		No	\boxtimes	Will exceed the county's ability to provide public facilities:	
				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.	
Yes		No	×	Is This A Small Scale "Spot" Rezoning Request Requiring Evaluation Of Community Benefits?	
If Ye	s (rega	rding s	mall sc	ale 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 and the house becomes a residential home. The property being in the Core Village is Commercial not moderate density residential development area adjacent to. The property is located in an area that is not supported by either the CAMA or Comprehensive Plans Future Land Use Maps as residential development.

Consistency statement:

The requested zoning change is not consistent with either the CAMA or the Comprehensive Future Land Use Maps that reflect a Village Center and Community Core area.

Recommendation:

Planning Staff recommends denial the Rezoning Application (UDO 2020- 09-03) of 913 Hwy 343 South from Village Commercial (VC) to Neighborhood Residential (NR).



Zoning Map Amendment Application

	OFFICIAL USE ONLY:
	UDO Number: 2020 - 9 - 14
i Fi	Date Filed: 9 10/2020
	Amount Paid: 650
	Received By: 040

F-200			
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uon	ract	intor	marinn

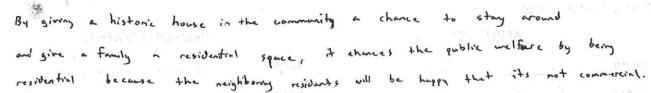
	APPLICANT			PROPERTY OWNER
Name:	Richard Kraini	sk.	Name:	Richard Krainish
Address:	103 Comellia 1)r	Address:	103 Camellia Dr
	Comden, NC 27	471	,	Cander, NC 27921
Telephone:	252 - 337 - 075	רצ	Telephone:	757-333-0787
Fax:			Fax:	
Email:	ricky Kruinich Q.	medanoffizació las	Email:	richy Kruinich & ychoo.com
LEGAL RELAT	IONSHIP OF APPLIC	ANT TO PROPER	TY OWNER:	Some gerson
Property Info	ormation	This wish	A SHEET STATES	Ampter to the time today of
Physical Stree	et Address	913 south	HWY 343 Shi	oh, NC 27974
Location:	#F	Shiloh, NC		
Parcel ID Nur	mber(s):	03 895	3 04 80	0 2636 0000
Total Parcel(s	s) Acreage:	3 acres		
Existing Land	Use of Property:	Vacant	Hoose	
Request	Asset I also a series	HE TO EM DOOLS	Control Ne Instrict	official custos sink topper up (*)
		A *		ire parcel(s): Ves Too
Metes and Bo	ounds Description F	Provided: ☐ Yes	₩ No	
Community N	Meeting, if applicab	le: Date Held:	531 20; Locatio	on: Shildh Firestation
best of my kn my property i	owledge, informat	ion, and belief. I ermining zoning	urther, I hereby a compliance. All in	in this application is accurate to the uthorize county officials to enter formation submitted and required
Priel			:-	55-2010
Property Owner(s)/Applicant			Date

Note: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants, a signature is required for each.

Zoning Change Application Questions

The UDO requires the Board to consider principal issues when considering an application for a zoning change. Please respond to each issue in the space provided below or on a separate sheet.

(A) How will the proposed zoning change enhance the public health, safety, or welfare?



(B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?

Yes it is more appropriate to have the existing house that is present now be restored buch to a living opposite residences not commercial

- (C) For proposals to re-zone to non-residential districts along major arterial roads:
 - (1) Is this an expansion of an adjacent zoning district of the same classification?

NA

(2) What extraordinary showing of public need or demand is met by this application?



Doc No: 208915 Recorded: 04/16/2020 04:01:35 PM Face Amt \$64.00 Page 1 of 12

Camden County North Carolina Tammie Krauss, Register of Deeds BK 388 PG 697 - 608 (12)

DEED OF TRUST

RECORDATION REQUESTED BY:

Southern Bank and Trust Company, Elizabeth City, 101 E Ehringhaus St, PO Box 1585, Elizabeth City, NC 27909

WHEN RECORDED MAIL TO:

Southern Bank and Trust Company, PO Box 1018, Mount Olive, NC 28365

SEND TAX NOTICES TO:

RICHARD K KRAINIAK and COLLEEN G KRAINIAK, 103 CAMELLIA DR, CAMDEN, NC 27921

Prepared by and Return to:
R. Mark Warren
The Twiford Law Firm, PC
P.O. Box 669
Moyock, NC 27958

MAXIMUM LIEN. The maximum principal amount secured by this Deed of Trust shall not exceed at any one time \$46,500.00.

THIS DEED OF TRUST is dated April 16, 2020, among RICHARD K KRAINIAK, whose address is 103 CAMELLIA DR, CAMDEN, NC 27921 and COLLEEN G KRAINIAK, whose address is 103 CAMELLIA DR, CAMDEN, NC 27921 ("Grantor"); Southern Bank and Trust Company, whose address is Elizabeth City, 101 E Ehringhaus St, PO Box 1585, Elizabeth City, NC 27909 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Goshen Inc., whose address is PO Box 729, Mount Olive, NC 28365 (referred to below as "Trustee").

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the Indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged. Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CAMDEN County, State of North

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property tax identification number is 03895304802636.

To have and to hold said Real Property with all privileges and appurtenances thereunto belonging, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor

Exhibit A

All that certain lot or parcel of land situated in SHILOH Township, CAMDEN County, North Carolina and more particularly described as follows:

Beginning at a point located at the intersection of the southern right of way line of NC Highway 343 with the eastern right of way line of state road #1113 and running from said beginning point along the southern right of way line of NC Highway 343 South 88° 26' East 241.4 feet to a point; thence continuing with said right of way line South 83° 32' East 138.6 feet to a point; thence continuing with said right of way line South 79° 0' East 148.4 feet to point; thence South 27° 16' West 393.1 feet to a point; thence North 53° 22' West 505.4 feet to a point in the eastern margin of said State Road #1113; thence with the eastern margin of said State Road #1113 North 31° 49' East 115.7 feet to a point and place of beginning containing 2.99 acres, more or less, as shown on survey of subject property by Charles E Brown, III, dated July 30, 1993 and recorded in Plat Cabinet 2, Slide 58A of Camden Registry.

DEED OF TRUST (Continued)

Loan No: 1088002918 (Continued) Page 2

and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor expressly waives, to the extent permitted by North Carolina law, all of Grantor's rights under (a) North Carolina General Statutes Sections 26-7 through Section 26-9, or any similar or subsequent laws and (b) North Carolina General Statutes Section 25-3-605 relating to the impairment of the collateral, or any similar or subsequent law.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may

DEED OF TRUST (Continued)

Loan No: 1088002918 (Continued) Page 3

contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by North Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its

Attachment: UDO 2020-09-14 Rezoning Request Krainiak - Deed (2792 : UDO 2020-09-14 Rezoning Request - Richard Krainiak)

DEED OF TRUST (Continued)

Loan No: 1088002918 (Continued) Page 4

sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require

Attachment: UDO 2020-09-14 Rezoning Request Krainiak - Deed (2792 : UDO 2020-09-14 Rezoning Request - Richard Krainiak)

DEED OF TRUST (Continued)

Loan No: 1088002918 Page 5

that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. The lien of this Deed of Trust and the security interest granted hereby will automatically attach, without further act, to all after-acquired property attached to and or used in the operation of the Property or any part thereof. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of

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termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Express Power of Sale Provision. Upon the application or request of Lender, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered, to expose to sale and to sell the

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Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust or such other sales appropriate under the circumstances; and upon any such sale, the Trustee shall convey title to the purchaser in fee simple. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers granted in this Deed of Trust, or pursuant to any order and any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Lender in its sole discretion may elect. Trustee shall be authorized to hold a sale pursuant to North Carolina General Statute Chapter 45. If Trustee so elects, Trustee may sell the Property covered by this Deed of Trust at one or more separate sales in any manner permitted by applicable North Carolina law, and any exercise of the powers granted in this Deed of Trust shall not extinguish or exhaust such powers, until the entire Property is sold or the Indebtedness is paid in full. If such Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Lender may at its option exercise the remedies granted under any of the security agreements either concurrently or independently and in such order as Lender may determine.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Attachment: UDO 2020-09-14 Rezoning Request Krainiak - Deed (2792 : UDO 2020-09-14 Rezoning Request - Richard Krainiak)

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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Trustee's Fees. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee and partial commission computed on five percent (5%) of the outstanding Indebtedness, according to the following schedule: one-fourth of the commission before Trustee issues a notice of hearing on the right to foreclosure; one-half of the commission after issuance of notice of hearing; three-fourths of the commission after a hearing; and the full commission after the initial sale.

Express Power to Substitute a Trustee. Lender shall have the irrevocable right to remove at any time and from time to time without limit the Trustee named in this Deed of Trust without notice or cause and to appoint a successor by an instrument in writing, duly acknowledged, in such a form as to entitle such written instrument to be recorded in the State of North Carolina; and, in the event of the death or resignation of the Trustee named in this Deed of Trust, Lender shall have the right to appoint a successor by such written instrument, and any Trustee so appointed shall be vested with the title to the Property, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though the successor trustee were named in this Deed of Trust as Trustee.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

RIGHT TO CURE. Before exercising its rights under that section of this Agreement entitled "Rights and Remedies on Default," Lender shall give such notice and opportunity to cure as may be required by the Note and applicable law.

MODIFICATIONS AND EXTENSIONS. The terms of any Note, Credit Agreement or other instrument evidencing the Indebtedness or any other obligation secured by this instrument may be changed from time to time by agreement between the holder(s) thereof and the parties obligated thereon as maker(s). Changes may include the renewal, extension, modification, amendment, refinancing, and/or restatement of the obligation. For example, the holder(s) and maker(s) may agree to (a) increase or decrease the interest rate, (b) convert the obligation to or from a closed-end or an open-end obligation, (c) convert the obligation to or from a fixed interest rate obligation or an adjustable interest rate obligation, (d) increase or decrease the payment amount, (e) change the payment schedule, (f) extend or shorten the time during which future advances may be made, (g) amortize a balloon payment, (h) extend or shorten the maturity date, and/or (i) any combination of the foregoing. The obligation as so changed from time to time shall continue to be secured by this instrument with a priority as of the date this instrument is filed or recorded, regardless of whether such changes are filed or recorded.

EXPANDED DEFINITION OF INDEBTEDNESS. The definition of the term "Indebtedness" as contained in the section of this Deed of Trust entitled "DEFINITIONS" is hereby modified, expanded, and supplemented to include the following additional sentence: "The word "Indebtedness" also means all principal, interest, and other amounts, costs, and expenses payable under any other obligation secured from time to time by this Deed of Trust (including, without limitation, all obligations, debts and liabilities described in the section of this Deed of Trust entitled "CROSS-COLLATERALIZATION"), together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for any such other obligation." However, notwithstanding anything in this Deed of Trust to the contrary, the term "Indebtedness" shall not include, and this Deed of Trust shall not secure, any obligation or indebtedness for which disclosures are required under the federal Truth-in-Lending Act and its implementing regulations as promulgated by the Consumer Financial Protection Bureau unless the required Truth-in-Lending disclosures were adequately given.

GRANTOR'S ADDITIONAL WAIVERS. To the extent permitted by applicable law, Grantor also expressly waives all benefits, claims, rights and defenses Grantor may have or acquire that are based on: (a) any statutory or common law provision limiting the liability of or requiring the discharge or exoneration of a guarantor or surety;

Attachment: UDO 2020-09-14 Rezoning Request Krainiak - Deed (2792 : UDO 2020-09-14 Rezoning Request - Richard Krainiak)

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(b) the law of suretyship or impairment of collateral, including any benefits, claims, rights or defenses Grantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (c) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (d) homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for the Indebtedness; (e) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against or to otherwise proceed against any person or entity obligated for payment of the Indebtedness (including Grantor, if that is the case), whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (f) any legal or equitable doctrine or principle of marshalling. Lender shall not be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Lender's rights under this Deed of Trust, Lender may do or not do any of the following with respect to the Indebtedness or Note without Grantor's knowledge, consent or joinder: (i) grant extensions of time for payment, (ii) grant renewals, (iii) permit modifications of payment terms or other terms or conditions, (iv) permit assumptions of the indebtedness or Note, (v) release one or more borrowers or guarantors from liability, and (vi) exchange or release any collateral or other security.

RIGHT TO CURE. Prior to accelerating the Indebtedness secured by this Deed of Trust, Lender shall give such notice and opportunity to cure as may be required by the Note or Credit Agreement and by applicable law. The provisions of this section shall not supersede or limit the application of any controlling provisions of state law concerning notice of default, the right to cure, or the right to reinstate, and nothing in this Deed of Trust shall be deemed a waiver of those provisions; provided, however, that the provisions of the Note or Credit Agreement and any such state law requirements shall run concurrently.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Carolina without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of North Carolina.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the

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Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Southern Bank and Trust Company, and its successors and assigns.

Borrower. The word "Borrower" means RICHARD K KRAINIAK and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the default section of this Deed of Trust.

Grantor. The word "Grantor" means RICHARD K KRAINIAK and COLLEEN G KRAINIAK.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Southern Bank and Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note dated April 16, 2020, in the original principal amount of \$46,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Goshen Inc., whose address is PO Box 729, Mount Olive, NC 28365 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X (Seal)	
x Collein t. Xiainak (Seal)	
INDIVIDUAL ACK	NOWLEDGMENT
COUNTY OF POSQUOLANC COUNTY OF POSQUOLANC Certify that RICHARD K KRAINIAK and COLLEEN G acknowledged the due execution of the foregoing instru Witness my hand and Notarial Seal this the	day of April 2020.
Affix Notarial Seat Here Notary Public County County County 11-29-25 Exp	Notary Public

LaserPro, Ver. 19.3.0.038 Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved. - NO H:\CFI\LPL\G01.FC TR-38331 PR-49

From: ricky krainiak

To: acurling@camdencountync.gov

Subject: [External] Letter for Neighborhood meeting Date: Tuesday, August 18, 2020 9:33:42 AM

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8/18/2020

RE: Neighborhood meeting; Rezoning

Dear Adjacent property owner,

This is to inform you that as the property owner of 913 South Hwy 343 in Shiloh Township, parcel ID 03.8953.04.80.2636.0000, I am in the process of applying to Camden County for a Zoning Map Amendment. The parcel is approximately 3 acres in the Core Village of Shiloh currently zoned Village Commercial. The rezoning request is to change the zoning district to Neighborhood Residential.

Part of the process is to hold a neighborhood meeting for me to discuss with the adjacent property owners my intensions and the uses allowed in the existing zoning classification of Village Commercial (VR) compared to the uses allowed in the proposed zoning classification of Neighborhood Residential. The meeting will be held on August 31, 2020 at 6:00 PM at the Shiloh Fire Department.

Due to the ongoing COVID-19 limitations, please send any comments to Planning Department, either deliver to Planning Office at 117 N Hwy 343 or email acurling@camdencountync.gov.

Any questions please contact me (Ricky Krainiak) at 252-333-0787 or the Camden County Planning Department at (252) 338-1919 ext 232.

Sincerely,

Original links in this email have been replaced by the Link Click Protection service. When you click on a link in the email above, the destination website will be analyzed for known threats. If a known threat or suspicious content is detected, you will see a warning.

Neighborhood meeting held at the Shiloh Fire Station on August 31st at 6:00pm. No neighbors attended the meeting. I have received one email which is attached. Mr. Krainiak has stated he has spoken to all the neighbors which is possible why no neighbors attended meeting.

Amber Curling

From:

Helen Nix <helennix@embargmail.com>

Sent:

Monday, August 31, 2020 10:18 AM

To: Subject: acurling@camdencountync.gov [External] ricky krainiak property

PhishProtection Alerts

The sender (embarqmail.com) is outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As an owner across from his property I would prefer it to be residential. You have rd 158 to make commercial. I was never told about Dollar General coming until it was to late. I bought my house 32 years ago because it was rural and felt like home. I,d like it to stay that way. This is still a swamp, every time a tree gets cut for housing, more water returns. How many years before it,s back to being swampy again? I hope you will give this due consideration. There are other senior who do not want it to become too commercial. Thank you. Helen Shea Nix.

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