Pender County

Agenda

Planning Board Meeting

Tuesday, April 4, 2023 @ 7:00 PM

Pender County Hampstead Annex Auditorium

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1.	CALL TO ORDER		
2.	ROLL CALL		
3.	INVOCATION		
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8.	PUBLIC HEARINGS		
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	8.2. REZONE 2023-44: Request to rezone two tracts of land totaling approximately 20.1 acres from the RP, Residential Performance zoning district to the PD, Planned Development zoning district in the Topsail Township REZONE 2023-44 - Pdf		89 - 141
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PENDER
COUNTY NC

Pender County
March 7, 2023 Planning Board Meeting Minutes

TO:	Planning Board
FROM:	Daniel Adams
DATE:	April 4, 2023
SUBJECT:	March 7, 2023 Planning Board Meeting Minutes

SUMMARY:
See attached meeting minutes from the March 7, 2023 meeting of the Pender County Planning Board.

ACTION REQUESTED:
To review and approve 3/7/2023 meeting minutes.

ATTACHMENTS:
1. 3/7/2023 meeting minutes

DRAFT MINUTES
Planning Board Meeting
Tuesday, March 7, 2023
Pender County Hampstead Annex Auditorium
7:00 PM

MEMBERS PRESENT:	Delva Jordan, Chairman Damien Buchanan, Vice-Chairman Jeffrey Pitts Norman "Ken" Teachey Margaret Mosca
MEMBERS ABSENT:	John Gruntfest Jeff Beaudoin
OTHERS PRESENT:	Daniel Adams, Planning Director Justin Brantley, Senior Planner Donna Sayre, Planning Technician Trey Thurman, County Attorney Members of the Public

1 CALL TO ORDER

Chairman Delva Jordan called the meeting to order at 7:03 pm.

2 ROLL CALL

3 INVOCATION

4 PLEDGE OF ALLEGIANCE

5 ADOPTION OF AGENDA

Motion to approve agenda as presented made by Margaret Mosca, seconded by Ken Teachey.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	2

CARRIED.

6 ADOPTION OF MINUTES

Motion to approve the February 7, 2023, Planning Board minutes made by Ken Teachey, seconded by Jeffrey Pitts.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	

CARRIED.

7 PRESENTATIONS

There were no presentations.

8 PUBLIC COMMENT

Kim Meyer, 102 Leslie Lane, presented Mr. Adams with a packet of documents to pass out to the Board members. She referenced the discussion held at the February 7, 2023, Planning Board meeting concerning proposed changes to Section 8.1.3 of the Unified Development Ordinance. Ms. Meyers stated that there was a request and discussion about revising the Section to provide commercial developers' with leniency for any commercial or industrially zoned properties struggling to satisfy the current significant tree requirements and is asking before any decision is made that the Board familiarize themselves with Section 8.1.3 and Section 8.1.1. She stated that in Section 8.1.1, it provides the intent of Article 8, which would address air pollution, erosion control, reducing air and stream pollution, reducing stormwater run-off, plus trees provide a substantial value to the community and surrounding areas. Ms. Meyer stated that trees also provide a buffer for lights, noise, and glare from cars, and play a vital role in our environment.

Ms. Meyer stated that most of Pender County is in watershed areas and significant trees play an important role in her community. She is asking for the Board to consider adding restrictions or requirements to Section 8.13, such as providing some controls over what can be developed or how when developing around historical landmarks, such as Poplar Grove Plantation. She stated that it is important to the community to keep a certain appeal or certain look and what the community currently observes is development without any forethought as to how it will impact the area.

Ms. Meyer stated that she was unable to locate in the UDO, but has the understanding that if trees are replanted, those trees would only need to exist for two years and if the trees die at two years and one day, then there is no recourse. She would like to see that requirement extended to five years so that the trees could establish their root systems. Ms. Meyer asked who was enforcing the time requirement, how is non-compliance reported, and what is the repercussion of non-compliance.

Ms. Meyer stated that she plans to attend the next Board of Commissioners' meeting to promote a full-time position for a Stormwater Manager due to several proposed projects where stormwater runoff analysis has been done but the analysis could have been done by someone who is not familiar with the area or even visited the location. She stated that Pender County has areas that have no stormwater drainage plans, including retention or detention ponds, and the water pools at the lowest locations, as indicated by the pictures she provided the Board. Her community is very concerned about proposed building to be done in their area and the impacts of stormwater runoff and erosion.

Ms. Meyer stated that the Board of Adjustment meetings that she has attended, members of the public cannot speak unless they are adjacent to the property where the proposed development is to be located. She requested that the Board reconsider and allow any member of the public in that area that feels that he or she will be impacted by traffic and stormwater runoff, be allowed to express their views and provide factual evidence as to how they will be impacted.

Ms. Meyer asked the Board members to be cognizant in their decision making of the facts and the evidence. She also asked the Board to question current projects and if these projects have positive impacts on the area. The Board needs to be proud of the decisions and communities that the County is building for future generations.

Michele Hickman, 341 Lafayette Street, stated that she lives in a subdivision that has no drainage plan due to it being approved back in 1983. Ms. Hickman stated that their area floods every time there is any storm. She stated as you drive down US Highway 17, you can see that trees are just being "plowed down" and does not understand how that is being allowed. Ms. Hickman stated that developers should not be allowed to clear cut one lot but state they will not remove trees from a different lot due to the Developer having the potential of bringing back another project on the saved tree lot and wanting to develop it also.

Ms. Hickman stated her concern includes pavement being put everywhere which is going to cause more flooding.

Ms. Hickman asked the Board to improve the tree mitigation requirements and not allow developers to clear cut property for the sake of development. She stated that she recently saw a proposal of using Dogwood trees as mitigation trees but Dogwood trees are being attacked by a virus and aren't even going to survive, so she does not see the point.

Ms. Hickman stated that Pender County is beautiful land and that the county is growing way to fast and a pause needs to be taken to account for what has been happening with development recently.

Wolf Herrmann, 4205 Scotts Hill Loop Road, stated that he lives close to the area of the proposed Circle K gas station that will contain twelve pumps and a five-thousand square foot food mart. He stated that he is not happy with the plan and his main concern is that fact that every plan he has seen show the trees gone. Mr. Herrmann stated that there are trees in this area that are one hundred and fifty years old and pines that are one hundred and twenty feet tall and are the best air conditioners that you don't have to buy.

Mr. Herrmann stated that if it is possible to save a tree that he does not know why they are not being saved. He states that the law should not be changed to diminish what the developers have to do concerning stormwater runoff and tree mitigation.

Mr. Herrmann stated that the area needs more schools and not gas stations.

Charles Rowan, 206 South Gadwall Court, stated that what is taking place in Hampstead is not environmentally right. He stated that when Publix was being built, a very large tree was dug up and moved two hundred yards and put in the Publix parking lot, so that shows that it is possible to save trees. Mr. Rowan stated that what the developers are doing and what they are being allowed to do is not right.

Juliette Madison, 178 Champion Drive, stated that she did not read the whole UDO, but she did read the purpose of the UDO. She stated that the first obligation of the Board is to promote the health, safety and general welfare of the residents of Pender County. Ms. Madison stated that the Board is hearing tonight that the community does not feel that way. She stated that preserving the overall quality for residents and visitors is not being done by allowing wholesale cutting of trees. Ms. Madison stated that protecting the character of established residential neighborhoods is not happening either.   She stated that minimizing congestion and encouraging environmentally responsive development practices are not priorities either.

Ms. Madison stated that if the previous listed items are taking place, the community is unable to see how and where. She stated that all the community sees when they pull out their driveways, is clearcutting of trees with no regard to the nearby residents.

Ms. Madison stated her concern for the wildlife in the areas where so many trees are being cut down and not replaced.

Ms. Madison stated that she does not know how the Board can justify advising the Board of Commissioners to approve an Order modifying the tree mitigation when the proposed changes are not what is best for the community as a whole.

Ms. Madison asked the Board to consider a way to restrict the developers. She stated that she knows the developers have rights set within the current ordinance but what is being requested tonight are rezoning requests and the Board does have control over whether they approve the rezonings.

9 PUBLIC HEARINGS

a) REZONE 2022-41

Justin Brantley, Senior Planner, presented the staff report.

Wade J Pudwill with WithersRavenel, applicant, on behalf of Hoover Road Investments, LLC, owner, is requesting the approval of a Zoning Map Amendment to rezone three tracts of land totaling approximately 72.1 acres from RP, Residential Performance zoning district to the RM, Residential Mixed zoning district. The subject properties are located on the east side of Hoover Road, across from Tim Moore Drive in the Topsail Township and may be further identified by Pender County PINS 3288-94-9377-000, 3283-93-1673-0000, and 3283-83-9765-0000.

Mr. Brantley stated that a portion of the property is cleared but there is a significantly forested area to the southeast of the site.

Mr. Brantley stated that the Residential Mixed (RM) District is designed to allow for a variety of conventional built and multifamily housing types which can be accommodated dependent on necessary infrastructure including but not limited to community or regional utilities and infrastructure. A variety of housing types shall be allowable, however only one housing type is required for development. The type of development shall be compatible with surrounding land uses and consistent with the goals and policies of the Comprehensive Land Use Plan.

Mr. Brantley stated that if approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RM, Residential Mixed zoning district. There are eleven Residential by-right Uses, five Commercial by-right uses, and two uses with a Special Use Permit approval. Any future development of the site must comply with the standards of the RM, Residential Mixed zoning district and will be subject to review and approval by the Technical Review Committee (TRC) and Planning Board to endure compliance with all applicable local, State, and Federal regulations.

Mr. Brantley stated that dimensional standards in the PD, Planned Development, and RM, Residential Mixed zoning districts are required to be specified on a Master Development Plan.

Mr. Brantley stated that a Traffic Impact Analysis (TIA) is not required for a general use rezoning since a site-specific development plan is not required to be included in the application packet. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

Mr. Brantley state that the NCDOT Average Annual Daily Traffic (AADT) performed in 2020 states that Hoover Road, in between Stacy Greg Road and Godfrey Creek Road has a volume of 3,600 with a planning capacity of 13,895 so the volume over capacity ratio is .26, which shows that it is about twenty-five percent at capacity on this section of Hoover Road. He stated that there would be the ability to handle more traffic on this road based on the figures presented and design of the road.

Mr. Brantley stated that there is public water available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the west side of Hoover Road. Mr. Brantley stated based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer will be determined when a site-developed plan is submitted for review.

Mr. Brantley stated that this property is located directly adjacent to the Future Hampstead By-Pass. He informed the Board members of potential traffic patterns once the By-Pass is complete. Mr. Brantley stated that it is his understanding that the By-Pass project will be completed in 2027 or 2028, but that projection may change over time.

Mr. Brantley asked the Board members if they had any questions pertaining to the By-Pass project and Mr. Jordan stated he has a question, but it does not pertain to the By-Pass. He then asked Mr. Brantley to describe the differences between RP, Residential Performance, and RM, Residential Mixed zoning districts. Mr. Brantley informed the Board members that the RP zoning district is a residential zoning district that does not allow multi-family developments but does allow single family and duplexes with possible town homes also. He stated that the minimal lot size in a RP zone that does not have public water or sewer available is 15,000 square feet lot, if the lot has public water and sewer available to it, the lot size is reduced to 12,000 square feet. Mr. Brantley then stated if the Developer chooses to do a low impact development stormwater design, then the lot size can be further reduced by twenty-five percent, which would mean a lot size of 9,000 square feet.

Mr. Jordan verified the 9,000 square foot lot with Mr. Brantley. He then stated that would mean four and a quarter or four and a half units per acre and Mr. Brantley stated that it would be hard to anticipate due to many factors being considered when considering density.

Mr. Brantley stated that RM, Residential Mixed zoning district is also a residential zoning district that allows multi-family development and other single family type of homes. He stated that the RM zoning district would be guided by the Land Use Plan in terms of what the density would be. The RM zoning district is similar to the PD, Planned Development zoning district though it focuses more on residential.

Mr. Brantley stated that the properties are currently within the RP, Residential Performance zoning district. Properties immediately adjacent to the subject properties are currently zoned RA, Rural Agricultural, and RP, Residential Performance.

Mr. Brantley stated that the subject properties are located within the Regional Mixed Use and Medium Density Residential Future Land Use Categories within the Pender 2.0 Comprehensive Land Use Plan. The Regional Mix category will allow for the strategic allocation of future development and population growth, without limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water and sewer infrastructure and are located along planned major collector roadways and exiting primary roadway corridors in the southern portion of the county.

Mr. Brantley stated that the preferred land use mix is primarily commercial, retail, and office with multi-family residential uses. He stated that large employment centers and retail spaces are encouraged with single-family uses accounting for less than twenty-five percent of a development proposal and should complement a more substantial mix of commercial/office and multi-family development.

Mr. Brantley informed the Board members that when the most recent version of the Land Use Plan that was adopted back in 2016 or 2017, the Commissioners elected to designate this particular area around the By-Pass as Regional Mixed Use due to the county wanting to see more mixed uses and not just conventional residential. The Commissioners were wanting to see not only commercial uses but also high-density residential development.

Mr. Brantley stated that based on the application, staff is in favor of this request due to various reasons. He stated two of the reasons include the existing infrastructure to support public water and sewer and the future existence of the Hampstead By-Pass. Mr. Brantley stated that the County designated this area as Regional Mixed Use most likely due to the future location of by-pass.

Mr. Brantley stated that the Planning Department found the rezoning to be consistent with the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. The proposal is supported by Policy 5.1.C, Coordination with Infrastructure/Services, Policy 5.1.D, Focused Growth and Development, Policy 5.1.H, Mixed Use Development, Policy 5.1.I, Multi-family Residential Development, Policy 5.1.J, Multi-family Residential Development and Infrastructure, and Policy 5.1.V, Residential Development. Mr. Brantley stated that due to the request being consistent with the Future Land Use Plan, the Planning Department respectfully recommends the approval of the Rezoning.

Mr. Buchanan asked when the Comprehensive Plan and Future Land Use Map adopted by the Board of Commissioners. Mr. Adams stated that they were adopted on August 20, 2018. Mr. Buchanan stated that less than five years ago, this plan was adopted as part of the County's policy and what the county would like to see moving forward and Mr. Brantley confirmed his statement.

Mr. Jordan asked the Board members if there were any additional questions for the planning staff. No questions were presented at that time.

Sam Franck of 127 Racine Drive, representative of Hoover Road Investments, stated that Tim Long, representative of the owner company, was also present and available to respond to any questions that Board may have for him.

Mr. Franck stated that this land is more appropriately zoned RM under the Comprehensive Plan and Future Land Use Map. He stated that the RM zoning district allows mixing residential uses above and beyond residential uses that are currently permitted. The diversity of housing types with both density and based on building standards established in the code is healthy, appropriate, and consistent with the desired use described in the Comprehensive Land Use Plan.

Mr. Franck stated that the request is also consistent with the near-by uses. The properties are located immediately adjacent to the pending by-pass and north of the Sparrow Bend subdivision, which is an existing residential mixed use development in its own right. The properties are also located on Hoover Road down from the Planned Development known as Castle Bay. Mr. Franck stated that the more diverse and higher density residential uses allowed in the RM district would be compatible with all these adjacent and near-by uses.
Mr. Franck gave an overview of the differences between RP, Residential Performance and RM, Residential Mixed zoning districts.

Mr. Franck stated that this rezoning will encourage development of a currently vacant parcel of land. He stated that a large portion of the land lacks any type of landscaping, tree cover, or ground cover whatsoever. He stated that granting the rezoning request will open the door to making it realistic to redevelop the property in a manner consistent with the market demand and consistent with the Land Use Plan.

Mr. Franck stated that this rezoning request is consistent with the Comprehensive Plan and the Future Land Use Plan and the best for public interest due to it promoting the diversity of housing within the county. He stated the rezoning would also promote infill development of the currently underutilized site. Mr. Franck stated that due to all the reasons he had just provided the Board, he requests the recommendation of approval of this rezoning.

Mr. Jordan asked the Board members if they have any questions of the applicant. Mr. Buchanan stated that he does, but he would like to hear from the public first.

Joy Birchum, 87 Downy Drive, stated that she lives in Sparrow Bend subdivision. She stated that she is concerned to hear that water and sewer will be available in this area when she was recently informed that the Hampstead area is about to run out of water. Ms. Birchum stated that she is concerned about what future water restrictions will affect the existing residents' daily lives. She feels that the pace of new construction has surpassed the current water limits.

Ms. Birchum stated that South Topsail Elementary is already at max capacity, along with most other schools in the county and asked if there is a plan to build another school or to expand an existing school. She stated that the schools cannot handle more children so where would this leave the children to attend school.

Ms. Birchum stated that Hoover Road is only a two lane road and is already in need of repairs due to potholes and bumps. She stated that the traffic study was from 2020 before Sparrows Bend was even built, so she finds this to be very outdated information. Ms. Birchum stated with the by-pass being built, that the numbers will increase significantly.

Ms. Birchum stated that she lives in Sparrows Bend, directly adjacent to the proposed properties and is wanting to know the direct effects this proposal will have on her entire neighborhood.
David Missish, 151 Castle Bay Drive, stated that he travels Hoover Road everyday and is concerned with safety issues. He stated that

Hoover Road is already collapsing due to heavy truck traffic due to the construction of the by-pass. Mr. Missish also stated his concern for the elementary school traffic.

Ashley Freeman, 102 Kingsport Drive, stated that he lives in a small neighborhood that has not been mentioned tonight. Their neighborhood is right in between Sparrows Bend and the proposed development. He does not feel the traffic numbers are accurate. It is a fight everyday to get into his neighborhood from Hoover Road due to the traffic backing up.

Mr. Freeman stated that he cannot obtain county water and sewer, but yet the county continues to add and change more and more density, which the county cannot support.

Angela Pelizzari-Suggs, 850 Hoover Road, stated that traffic is backed up during school drop off times and there is already a current need for a bigger elementary school. She would like to see Hoover Investments donate the land to the state so a bigger school could be built.

Ms. Pelizzari-Suggs stated that due to zoning and setback requirements, she cannot have an Accessory Dwelling Unit located on her property but Hoover Road Investments will be able to do so if this request is granted.

Ms. Pelizzari-Suggs stated that if this rezoning request is approved, the current residents of Hampstead will be pushed out. She feels a fifty-five and older community should be considered for this site due to the need.

Karen Zopf, 572 Captain Beam Blvd., stated that she lives in Olde Pointe, which is how developments should be done by leaving trees where they are. The roads cannot handle the traffic increase and the schools will not be able to handle the demand. She feels the county does not need more development, but rather connector roads. She stated that when there is an accident on Hwy. 17, traffic has nowhere to go. Ms. Zopf stated that she feels there is too much pavement already and that the natural beauty of the area is being destroyed.

Deborah Volberg, 98 Starling Drive, stated that she is concerned with the influx of heavy construction equipment that will be necessary to continue building in the area. The construction vehicles currently utilize Thrush Trail seven days a week and this will only destroy the roads further. She is requesting that the Board consider contingencies when approving mixed uses.

Connie Nelson, 706 Highlands Drive, stated that she has grandchildren residing in Sparrows Bend and is greatly concerned with the safety issues that additional traffic will bring.

Terry Gilbee, 78 Moorehead Court, stated that she recently moved here and has many concerns pertaining to this rezoning request. She stated that removing trees will effect air quality and the school traffic is ridiculous and is surprised nobody has been killed. Ms. Gilbee stated if there is an accident on Hwy, 17, they are stuck for an undetermined amount of time due to no other routes. She feels that developing should be stopped until proper schools, roads and sidewalks can be implemented. Ms. Gilbee stated that the only thing being thought of is money and nobody thinks of the residents.

Anna Christina Hunt, 193 Thrush Trail, stated that she is speaking on behalf of herself and some of her neighbors in Sparrow Bend. She stated that their HOA is still currently owned by the developer, which happens to be Mr. Franck's client, so they do not have representation by the HOA.

Ms. Hunt stated that Thrush Trail is not mentioned in the proposal and that this is a small residential area. The schools are already overcrowded and cannot handle an influx of students.

Ms. Hunt stated that they feel they need more information as to what the plan development entails as she feels the plan is unclear. Due to lack of information, they are requesting that the Board waits to vote or votes unfavorably. She stated that she does not feel the Board has enough information to approve the request. If this request is approved, it will certainly be detrimental to the area.

Jonathan Haydt, 293 Thrush Trail, stated that he has concerns for both the school and traffic. He stated that this area is not set up for additional medium or high-density development.

Mr. Franck spoke to the Board pertaining to the concerns that the public had presented. He stated that they are not asking the Board to approve a plan of development tonight but rather just a rezoning.

Mr. Franck stated that the completion of the by-pass is going to change traffic patterns for the better. It will allow residents to travel North and South along the route 17 corridor without burdening the street nearly to the extent that they are currently.

Mr. Franck stated that in regards to schools, there is no reason to believe that a development of diversity and mixed residential uses would contribute a greater number of students to the public schools than development of strictly single-family homes as would be proposed under the RP that is available today. He stated that multi-family homes contribute significantly fewer students per home thank single-family homes. Mr. Franck stated that approximately two-hundred and fifty homes would be needed to contribute the same number of students that a hundred single-family homes does.

Mr. Franck stated that the landowner has owned this property for a significant period of time and is a citizen who deserves every right and opportunity to develop their property as any other citizen does.

Mr. Franck stated that due to the reasons he just described and for consistency with the Comprehensive Plan that he requests that the Board votes in favor of the rezoning.

Mr. Buchanan asked Mr. Franck if Sparrows Bend Drive has already been turned over to DOT. Mr. Frank referred to Mr. Long who stated that it has been offered for dedication but has not been accepted. Mr. Buchanan questioned as to whether there is certain criteria that needs to be met before it will be accepted by DOT and Mr. Franck stated that the road does need to meet certain standards before DOT will accept it. Mr. Buchanan asked if this is going to be the second egress with Mr. Franck stating that this will actually be the third ingress and egress option.

Mr. Buchanan asked if sewer would be provided by Pluris or another private sewer company. Mr. Franck stated that is a future step but Pluris handling the sewer is what they are thinking but a plan has not been laid out for the site nor have they sought specific allocations for sewer.

Mr. Buchanan asked Mr. Franck to speak of the by-pass traffic patterns and how this development will access the by-pass. Mr. Franck used a map from the staff's presentation to respond to Mr. Buchanan's question.

Mr. Buchanan asked if a Master Plan was eventually presented, would that trigger a new traffic study due to the 2020 study being outdated. Mr. Franck stated that as far as he has knowledge of DOT updates the numbers regardless of whether a new development has been proposed.

Mr. Brantley stated that the numbers are outdated but DOT does not have any newer data. He stated that if any project in the County generated over one hundred trips per peak hour, then a TIA (Traffic Impact Analyses) would be completed by an engineering firm that focuses on traffic.

Mr. Jordan asked where the second egress would be located. Mr. Frank stated that the second egress would be located in the vicinity of Tim Moore Drive.

Mr. Jordan asked the Board members if there were any additional questions for the applicant. No questions were presented.

Mr. Teachey asked when the by-pass is to be completed. Mr. Brantley stated to his understanding that it should be completed in 2027 or 2028, but does mention that funding issues with the state may potentially delay the completion date. Mr. Buchanan asked if this was for the entire by-pass with Mr. Brantley stated that he believes it will be the entire project.

Mr. Teachey asked the applicant if this rezoning request is approved, what is the time line to develop. Mr. Long stated they are looking to start the permitting entitlement process now along with the rezoning effort that is taking place now so they will be getting started with engineering and the Traffic Impact Analysis. These steps will allow them to move ahead with the Master Development Plan. Mr. Long stated that the first shovel in the ground should take place in January of 2024, if all goes as planned. Mr. Teachey stated that the building will take place long before the by-pass is completed, so he is not sure if this is a good fit.

Mr. Teachey stated that he wants the public to understand that no matter what the decision is tonight, the landowners can develop that property, regardless of whether it is zoned RP or RM.

Mr. Jordan asked if the Board members have any additional questions for the applicant. No questions were presented.

Ms. Mosca stated that the NC DOT website shows that the portion of the bypass near the properties is projected to be completed by the fall of 2026. She stated that this estimate was last years, so they are ahead of schedule currently.

Mr. Buchanan stated that he does have kids in school, understands the need for affordable housing, that this request is consistent with the Comprehensive Plan, understands the concerns of the public and is torn by the decision. He stated that he has no control over traffic and that this Board is only an advisory board and regardless of the vote this evening, the final decision will be made by the Board of Commissioners.

Mr. Teachey stated that the Board has guidelines regardless of personal opinions. He stated that the Board of Commissioners will make the final decision.

Ms. Mosca stated that she has a concern with the lack of infrastructure.

Mr. Buchanan made a motion to approve, seconded by Mr. Pitts.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey		X		
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CARRIED.

Mr. Jordan informed the public that this hearing will next go in front of the Board of County Commissioners on April 17, 2023, for approval or denial. Mr. Adams stated that the meeting will be held in Burgaw at 7:00 p.m.

b) REZONE 2023-42 FLUMA

Justin Brantley, Senior Planner, presented the staff report.

McAdams Homes, LLC, applicant and owner, is requesting the approval of a Future Land Use Map Amendment for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential. The Subject properties are located north of Country Club Drive approximately 850 feet southwest of Transfer Station Road in the Topsail Township and may be further identified by Pender County PINS 4203-35-3108-000 and 4203-25-5746-0000.

Mr. Brantley explained the FLUMA (Future Land Use Map Amendment) process which is similar to a Zoning Map Amendment.

Mr. Brantley identified the previously established subdivisions located near the property which includes Belvedere to the northeast, directly to the southwest is Carolina Creek, The Villages at Olde Point, Emerald Ridge, to the south is Olde Point Estates, southwest is Olde Point, and back to the east is Kings Ransome and Hideaway Shores.

Mr. Brantley stated that this thirty-acre tract of land is undeveloped at this time. The properties are currently zoned PD, Planned Development which would require a Master Plan approval by the Planning Board. He stated regardless of whether it was low density or medium density, it would still require Planning Board approval.

Mr. Brantley stated that the NCDOT Average Annual Daily Traffic (AADT) performed in 2020 states that Country Club Drive, in between Kings Landing Road and Transfer Station Road has a volume of 5,500 with a planning capacity of 13,895 so the volume over capacity ratio is .40, which shows that it is at forty percent capacity on this section of Country Club Drive. He stated that there would be the ability to handle more traffic on this road based on the figures presented and the design of the road.

Mr. Brantley stated that there is public water available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the east side of Country Club Drive. Mr. Brantley stated based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer will be determined when a site-specific development plan is submitted for review.

Mr. Brantley stated that the PD, Planned Development zoning district relies on the underlying Future Land Use Plan to determine what densities are allowed and what type of housing is permitted.

Mr. Brantley stated that Low Density Residential future land category is located on the fringe of medium density residential uses and within existing single-family neighborhoods. These areas are typically established single-family neighborhoods with a low-density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new communities is encouraged. Development density within this category is two dwelling units per acre or less. Water and sewer service may not be available in these areas, per the Future Land Use Plan.

Mr. Brantley stated that single-family residential uses – detached, duplexes and townhomes may be suitable when included as part of a master planned community. Recreation, parks, and open space are desired uses in Low Density Residential. Inappropriate uses would include non-residential development, single-family dwellings – attached, and multi-family residential uses. Mr. Brantley stated Low Density Residential transportation infrastructure includes collector, local and minor, and other local roads, five-foot sidewalks on one side, bicycle lanes, and multi-use paths.

Mr. Brantley stated that Medium Density Residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged.

Mr. Brantley stated that planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units per acre or less.

Mr. Brantley stated that desired uses for Medium Density Residential are single-family dwellings, detached and duplex (up to two units per structure), townhomes may be suitable when included as part of a master planned community, age-appropriate retirement housing, recreation, parks, and open space. He stated inappropriate uses would be multi-family residential uses, commercial, office and institutional development not integrated into a planned community, and industrial development. Mr. Brantley stated Medium Density Residential infrastructure includes arterial, collector (major, local and minor), and local roads, five foot sidewalks and crosswalks at primary intersections, bicycle lanes and multi-use paths.

Mr. Brantley stated that the Planning Department found the proposed Future Land Use Plan Amendment to be consistent with the Pender 2.0 Comprehensive Land Use Plan. The proposal is supported by Policy 5.1.C, Coordination with Infrastructure/Services, Policy 5.1.D, Focused Growth and Development, Policy 5.1.V, Residential Development, and Goal 5.1.Z, Cluster Development

Incentive. Mr. Brantley stated that the Planning staff recommends approval of the proposed change to the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map for the subject parcels from Low Density Residential to Medium Density Residential due to being consistent with three policies and one goal of the Pender 2.0 Comprehensive Land Use Plan. He stated that the Planning staff also supports this request because it has the potential to allow development within these two tracts to better confirm with the existing development patterns in this area of Pender County. Lots in this area of the County range from .2 acres in size to around half an acre.

Mr. Brantley stated that while the County is exploring options for the siting of new school facilities within the County, it is important to understand that staff supports this request in terms of the long-term growth of the county but certainly acknowledges capacity issues that the county is currently facing. While it is difficult to predict when the development of this site would move forward, it is clear that the developer would have to go through the Master Development Plan approval process which requires a public hearing and approval by the Pender County Planning Board. Once approved, the developer would need to pursue the approval of a preliminary plat and final plat prior to the recordation of any lots. While difficult to predict, this process can often take a few years to complete.

Mr. Brantley stated that the Planning staff supports the requested change to the Future Land Use Plan as it has the potential to provide a broader variety of housing types in an area where infrastructure to support such development is available.

Mr. Jordan asked if any members of the Board had questions for Planning staff and no questions were presented.

Attorney Maggie Bennington, representing applicant and landowner, McAdams Homes, LLC., stated that they are requesting an amendment to the Future Land Use Map. She stated that the properties are located on Country Club Drive and total approximately thirty acres. The larger tract is 27.07 acres and the adjacent smaller track is 2.57 acres.

Ms. Bennington stated that the property is currently zoned PD, Planned Development and appropriate uses include single-family dwellings as well as duplexes. She stated that townhomes are permitted if submitted as part of a master development plan. Ms. Bennington stated that water and sewer are both available at this location, which would allow for three to six units per acre.

Ms. Bennington stated that the proposed parcels are located in close proximity to a parcel to the north which is designated as Regional Mixed Use and the proposed modification would provide an area of transition between the higher density land use designation to the north on Hwy. 17 and the lower density designation to the south closer to coastal resources.

Ms. Bennington stated that low density residential to medium density does not change the range of uses or housing types. She stated that it is importance to remember that all uses must come before the Planning Board and Board of Commissioners for approval pursuant to a master development plan.

Ms. Bennington stated that medium density is appropriate for this area as it only slightly increases the density while remaining in conformity with the neighboring residential projects.

Ms. Bennington stated that low density residential as well as medium density residential are both appropriate based on transportation and infrastructure.

Ms. Bennington stated that the Land Use Plan calls for the clustering of residential developments. She stated that this is an area where similar projects have been constructed or planned and permitted for construction.

Ms. Bennington stated that the proposed Future Land Use Map Amendment that they are requesting is consistent with the Pender County 2.0 Comprehensive Land Use Plan. The amendment focuses on growth and development where there is already necessary infrastructure. She stated that the request is compatible with the current surroundings and aligns with the County's clustering of residential development for preservation of coastal natural resources.

Mr. Pitts asked if there is an agreement in place to get the public to Transfer Station Road. Ms. Bennington stated that she does believe that an agreement is part of the plan.

Mr. Buchanan asked if they intended to use Country Club Drive as an egress. Ms. Bennington referred the question to Grady Gordon. Mr. Gordon stated that they do not have a site plan currently but at this point, the idea they have is to connect to Country Club Drive and to Transfer Station, which will allow interconnectivity with adjacent neighborhoods. Mr. Buchanan asked if there are easements currently to run roads through and Mr. Grady responded affirmatively.

Mr. Jordan asked the Board members if they have any additional questions for the applicant with no questions being presented.

Brian Apple, 73 Bowman Field Circle, stated that he just moved to Hampstead and is very concerned with the traffic issues and the fact that there is no direct egress onto Country Club from this community which would mean that Arden Drive, would be both the ingress and egress. He stated he did not understand increasing density when traffic is already bad. Mr. Apple stated that there are water issues in his community without the back half of his neighborhood even being developed. He feels this needs to be addressed before approving.

Lydia Hampel, 134 Moores Landing Road, stated that she has been a resident for over twenty years and water has been an issue in Hampstead for a very long time. She stated that she feels Pender County is developing to quickly and the issues of septic, water, and traffic need to be addressed before anymore developing is permitted.

Brian O'Neill, 212 Bowman Field Circle, stated that he feels increasing the density will increase traffic, which is already a safety issue. He stated that increasing the density of the neighboring parcel will be detrimental by bringing more homes which will cause more traffic. Mr. O'Neill asked the Board to do their job by not allowing more density to an already overpopulated area.

Steven Sugg, 1381 Country Club Drive, stated that he is knows that Mr. Beaudoin previously owned the properties that are currently owned by McAdams Homes. Mr. Buchanan stated that Mr. Beaudoin recused himself in the past with any decision that may have benefited him. He stated that this request is not compatible with the surroundings and that medium density residential will only bring in more traffic.

Mr. Jordan stated that before the meeting he read a statement asking if any Board members were going to benefit from any of the decisions tonight and all members responded negatively. He stated that it is custom that if any member could benefit from a decision, that he or she recuse themselves. Mr. Jordan stated that all the Board members are residents of Pender County who are businessmen and woman. He stated that the Board is not there to do any shady dealings.

Mr. Buchanan stated that in the past, the owner who was a Planning Board member recused himself every time so that he did not have any influence on the Board due to having financial gain to make. He stated that this process is the proper, customary, and legal way to handle these situations and that it was all done correctly.

Wes Hill,539 Arden Drive, stated that Arden Drive is going to be a thoroughfare to Country Club Drive if another egress ingress is not provided. He stated that there is no need to add any additional traffic to this area. Mr. Hill stated that he bought to live in a neighborhood, not on a thoroughfare to get to Transfer Station Road.

Bill Besch, 28 Allbrook Way, stated that traffic is a major concern of his. He stated that Arden Drive is going to become a very busy street and the children in the neighborhood will be greatly affected. Water is a huge concern due to the struggle the area is already experiencing. Mr. Besch stated that a mass number of natural resources are lost each time a new community is being built. He then asked the Board members to carefully consider all aspects before deciding and to make sure the decision that is made is a wise one.

Matt Sayre, 94 Arden Drive, stated that he moved here in 2010 and loves the area. He stated that his child does not ride the bus to and from school due to some of the things he was hearing and learning while riding. Mr. Sayre stated that the schools are also overpopulated and that will only get worse as more land is developed in the area. He stated that traffic is a major concern especially for medical personnel to get to all areas in a timely manner. Mr. Sayre stated that the people in that area not wanting or needing the change to higher density, which would just create more houses. He stated that he understands that the Board is here to decide based on maps and information that the Commissioners and general public stated years ago but the Board should be able to tell from the people speaking tonight that these are different people with much different membership or demographic.

Mr. Buchanan stated that the Planning Board has passed a resolution requesting new maps, a new Comprehensive Plan, and new Future Land Use Maps so the Board is aware that things have changed, and updates need to be made.

Mr. Jordan asked Mr. Adams if Arden Drive is a connector street to which Mr. Brantley stated that it does not appear to be a collector street. Mr. Brantley stated when Carolina Creek was being planned, the developers were required to stub to adjacent properties to provide future connectivity for fire access and emergency vehicles.

Attorney Amy Schaefer, representing applicant and owner McAdams Homes stated she has been told by the Planning staff that they would need to comply with the two units per acre even though the surrounding projects did not comply with the two units per acre policy. Due to this, they have had to ask for the map amendment and then bring a site plan will be presented. Ms. Schaefer stated that without this map change, they cannot request anything more than two units per acre.

Mr. Buchanan stated that they could request a conditional rezoning to enable them to proceed. Ms. Schaefer asked if a conditional rezoning would still need to comply with the Future Land Use Map. Mr. Brantley stated that the intention would be for it to comply with the Future Land Use Map designation underneath the property.

Mr. Jordan asked if there were any more questions for the Planning staff or applicants and no questions were presented.

The Planning Board members discussed their thoughts with each other. Mr. Teachey stated that he does not feel that he can agree and approve with this request. Mr. Buchanan stated he is not so concerned with the density due to surrounding properties and he feels that the only way to keep traffic off Country Club Drive would be to obtain a Conditional Rezoning. Mr. Pitts stated that he is fine with the increase in density but would like to have assurances that the traffic is not coming out on Country Club Drive.

Mr. Buchanan asked if the applicant wanted to rebuttal and Ms. Schaefer stated that she has no rebuttal but has clarification instead. She stated that they had anticipated bringing a master plan development which would show the road connections. Ms. Schaefer stated that with a master development plan the Planning Board would not have the ability to put in place conditions like a conditional rezoning would allow.   Mr. Buchanan stated he cannot vote for this if there is going to be an ability to put an egress directly onto to Country Club Drive.

Ms. Schaefer asked with the permission of the Planning Board and staff, could they table the Future Land Use Amendment request while they work on a Conditional Rezoning application. Mr. Buchanan asked if sixty days would be enough time for the applicant. Ms. Schaefer stated that sixty days would be sufficient and if not, they will let the Planning staff know. She stated that they will be working closely with the staff. Mr. Buchanan asked for clarification purposes that they were not withdrawing the current case with Ms. Schaefer stating that they are not withdrawing.

Mr. Adams asked Mr. Thurman about options for continuing or tabling this case. Mr. Thurman stated that a date could be chosen and both the Conditional Rezoning and Map Amendment could be heard at the same meeting. Mr. Adams stated that sixty days would be the May 2, 2023, meeting and that should allow the staff time to work with the applicant.

Mr. Buchanan made a motion to table this item to the May 2, 2023, meeting with Mr. Pitt seconding the motion.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				
Norman (Ken) Teachey	X			X
	5	0	0	2

CARRIED.

Mr. Brantley informed the Board members that upcoming items to be heard are located in the Hampstead area so holding meetings at the Annex will most likely happen for the next several meetings.

Mr. Buchanan made a motion to hold the May 2, 2023, meeting at the Hampstead Annex location. Mr. Mosca seconded the motion.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				
Norman (Ken) Teachey	X			X
	5	0	0	2

CARRIED.

c) REZONE 2023-46

Daniel Adams, Planning Director, presented the staff report.

Mr. Adams informed the Board members that they may remember a very similar case at the January 2023 Planning Board meeting. There was a property line dispute that a neighbor brought forth. He stated that the applicant did more research on the overlapping deeds so this is more of a revised request.

Michael Nadeau, applicant on behalf of John Rowland, owner, is requesting the approval of a Zoning Map Amendment to rezone approximately 0.27 acres of land across two tracts that total approximately 1.65 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district. The subject properties are located on St. Johns Church Road, approximately 600 feet from where the road terminates to the west. The subject properties are located with the Topsail Township and may be further identified by Pender County PINS 3293-54-0393-000 and 3293-54-2403-0000.

Mr. Adams stated that the previous request was for the stretch on that odd shaped parcel that heads down towards US Hwy 17. This area was involved in the property dispute, so that portion has been removed from the request.

Mr. Adams stated that the intent of GB, General Business, district is to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Mr. Adams stated that due to this being a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. He stated that any future development of the site must comply with the standards of the GB, General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Mr. Adams stated that there is one residential use by right. He then stated that there are eighty-three commercial by right uses and fifteen uses needing Special Use Permit approval.

Mr. Adams stated that most properties that front Hwy 17 are zoned GB, General Business and the properties closer to St. Johns Church Road are zoned RP for Residential Performance. He stated that there are residential uses surrounding this property.

Mr. Adams stated that a Traffic Impact Analysis (TIA) is not required for a general use rezoning since a site-specific development plan is not required to be included in the application packet. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

Mr. Adams stated that the NCDOT Average Annual Daily Traffic (AADT) performed in 2021 states that US Hwy 17, between Alfonso Nixon Drive and Williams Love Grove Church Road has a volume of 44,000 with a planning capacity of 37,323. The volume over capacity ratio is 1.18, which shows that US Hwy 17 is over capacity.

Mr. Adams stated that there is public water available through Pender County Utilities (PCU) via St. Johns Church Road and sewer is available through Pluris via US Hwy 17 provided a utility easement was granted for both parcels. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Mr. Adams stated the zoning request includes two parcels, with the first being identified by PIN 3293-54-0393-0000 which is located in the Neighborhood Mixed Use Future Land Use classification and the Medium Density Residential Future Land Use Classification. He stated that the second parcel identified by PIN 3293-54-2403-0000 is located within the Medium Density Residential Future Land Use classification.

Mr. Adams stated that the Neighborhood Mixed Use Future Land Use category will allow a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The Neighborhood Mixed Use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three-mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments, religious and education institutions, and higher density detached and attached single-family residences. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Mr. Adams stated that building footprints are generally limited to 15,000 square feet in size or smaller.

Mr. Adams stated that the Medium Density Residential Future Land Use category is established in areas that are typically in close proximity to supporting services and a mixture of development types. Appropriate uses include single-family dwellings, duplexes, community recreation and open space uses, and neighborhood-scale institutional facilities such as religious and civic organizations. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators.

Mr. Adams stated that the proposed zoning district, General Business, is consistent with the Neighborhood Mixed Use Future Land Use classification due to the General Business districts intention to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents that include office, retail, and personal service uses. The General Business zoning district is not consistent with the Medium Density Residential Future Land Use classification as commercial development should be integrated into a planned community. He stated that commercial uses are generally inconsistent with the Medium Density Residential Future Land Use classification, the subject parcels' size and proximity to Neighborhood Mixed Use aligns with the classifications' desire to provide a low intensity transitional use between commercial and residential neighborhoods. Mr. Adams then stated the proposal is consistent with the spirit of supporting Medium Density Residential classification because the parcel will be in close proximity with supporting services and a mixture of development types, which is desired in the Medium Density Residential classification.

Mr. Adams stated that the Planning Department found the rezoning to be consistent with the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. The proposal is supported by Policy 5.1.D, Focused Growth and Development, Policy 5.1.E, Compatible Development, and Policy 5.1.K, Commercial Development. Mr. Adams stated that due to the request being consistent with the Unified Development Ordinance, the Planning Department respectfully recommends the approval of the Rezoning.

Mr. Jordan expressed that he remembers this case from the January meeting and recalls multiple member of the public being present to speak. He then stated his surprise that no members of the public are present today to speak.

Brian Nadeau, applicant, stated that the reason the members of the public who spoke at the January meeting were not in attendance was due to the applicant not wanting to be in the middle of a family dispute, so the disputed property was removed from the request.

Mr. Buchanan thanked Mr. Nadeau for doing the right thing and allowing the Families to figure out the land dispute.

Mr. Buchanan made a motion to approve, seconded by Mr. Pitts.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	2

CARRIED.

10 DISCUSSIONS

Mr. Pitts asked if there was any way to arrange the items to be heard so that an uncomplicated case, such a Mr. Nadeau's could be heard first instead of sitting and waiting throughout the whole meeting. Mr. Buchanan stated that the order of hearings could be made at the time when the agenda is approved.

Mr. Adams informed the Board members that there was a discussion of a closed session. He stated that the Mr. Thurman is not physically present at the meeting but present by telephone. Mr. Buchanan asked where the closed session would take place due to the microphones being present in the auditorium. Mr. Adams stated that they could hold the closed session upstairs, if the Board would prefer. Mr. Buchanan asked Mr. Thurman if he would prefer the closed session to be held tonight or another date. Mr. Thurman stated that it would be entirely up to the discretion of the Board.

Mr. Brantley asked Mr. Thurman if tonight is not the best time to hold the closed session, could a special Planning Board meeting be called. Mr. Thurman stated that no advertising would need to be done for the special called meeting as long as a date and time was decided on during this current meeting.

Mr. Buchanan made a motion to enter closed session under N.C. General Statute, 143.318.11, Item 3, Attorney Client Privilege. Mr. Pitts seconded the motion.

Motion to approve

	For	**Against**	**Abstained**	**Absent**
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	2

CARRIED.

Planning Board members entered closed session at 10:26 p.m. and left closed session at 10:46 p.m.

11 NEXT MEETING DATE

Mr. Adams stated that there are two items on the agenda for the April meeting that are located in the Hampstead area. He stated that it is at the discretion of the Board as to where they want to hold the meeting.

Mr. Buchanan made a motion to hold the April 4, 2023 meeting at the Hampstead Annex building. Mr. Pitts seconded the motion.

Motion to approve

	For	**Against**	**Abstained**	**Absent**
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	2

CARRIED.

April 4, 2023, at 7:00 p.m.
Pender County Hampstead Annex Building
15060 US Hwy 17
Hampstead, NC 28443

12 ADJOURNMENT

Mr. Pitts made a motion to adjourn. Mr. Buchanan seconded the motion.

Motion to approve

	For	Against	Abstained	Absent
Delva Jordan	X			
Damien Buchanan	X			
Jeffrey Pitts	X			
Margaret Mosca	X			
John Gruntfest				X
Jeff Beaudoin				X
Norman (Ken) Teachey	X			
	5	0	0	2

CARRIED.

Meeting adjourned at 10:47 p.m.

Pender County
REZONE 2023-43 FLUMA

TO:	Planning Board
FROM:	Greg Feldman
DATE:	April 4, 2023
SUBJECT:	REZONE 2023-43 FLUMA : Request to modify the Future Land Use Map designations for two tracts of land totaling approximately 20.1 acres from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use in the Topsail Township.

SUMMARY:
DR Horton, Inc., applicant on behalf of Mary Beth Morgan Carlson, owner, is requesting the approval of a Future Land Use Map Amendment for two tracts of land totaling approximately 20.1 acres from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use. The subject properties are located along the west side of US Hwy 17 approximately .85 miles north of Scotts Hill Loop Rd in the Topsail Township and may be further identified by Pender County PINs 3271-64-5893-0000 and 3271-65-9054-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Future Land Use Map amendment request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Purchase Contract
5. Attachment 1 - Pender UDO Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-43 FLUMA
FUTURE LAND USE MAP AMENDMENT APPLICATION

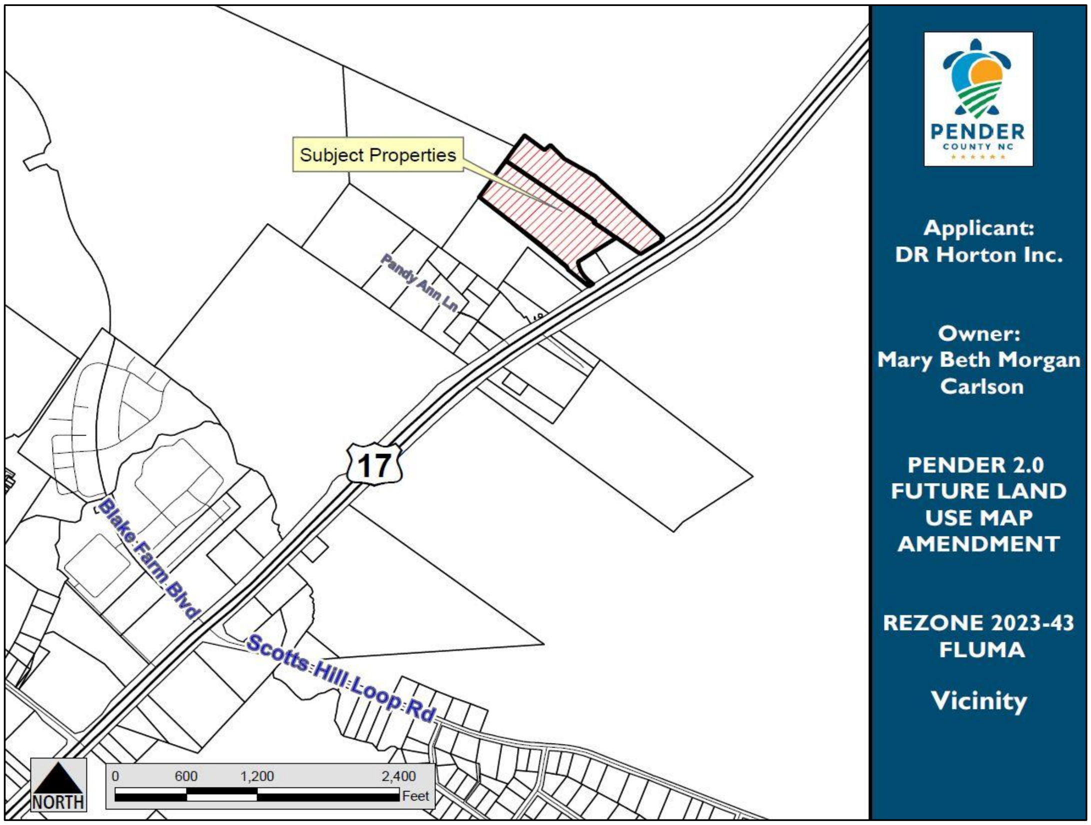
APPLICATION SUMMARY	
Case Number	REZONE 2023-43 FLUMA
Hearing Dates	April 4, 2023 Planning Board May 15, 2023 Board of Commissioners
Applicant	DR Horton, Inc
Property Owner(s)	Mary Beth Morgan Carlson
Parcel Identification Number(s)	3271-64-5893-0000 & 3271-65-9054-0000
Acreage	20.13
Township	Topsail
Current Zoning District(s)	RP, Residential Performance
Pender 2.0 Future Land Use Category	Medium Density Residential & Neighborhood Mixed Use
Requested Future Land Use Category	Regional Mixed Use

FUTURE LAND USE MAP AMENDMENT PROPOSAL

DR Horton, Inc., applicant on behalf of Mary Beth Morgan Carlson, owner, is requesting the approval of a Future Land Use Map Amendment for two tracts of land totaling approximately 20.1 acres from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use.

LOCATION

The subject properties are located along the west side of US Hwy 17 approximately .85 miles north of Scotts Hill Loop Rd in the Topsail Township and may be further identified by Pender County PINs 3271-64-5893-0000 and 3271-65-9054-0000.



FUTURE LAND USE MAP AMENDMENT PROPOSAL

The applicant is proposing to reclassify the underlying Future Land Use Map designation within the Pender 2.0 Comprehensive Land Use Plan for two tracts, under common ownership, totaling approximately 20.13 acres from the Medium Density Residential and Neighborhood Mixed Use future land use classifications to the Regional Mixed Use future land use classification. Pender County PIN 3271-64-5893-000 totals approximately 10.6 acres and is within the RP, Residential Performance Zoning District. PIN 3271-65-9054-0000 is approximately 10.19 acres and is also within the RP, Residential Performance Zoning District. The applicant's application and narrative can be found in the board's packet.

Because this is a Future Land Use Map Amendment request, a conceptual plan is not included within the application. If approved, the subject properties could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district, consistent with the underlying future land use map designation. However, any future development of the site must comply with the standards of the RP, Residential Performance zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

The applicant has also submitted a Zoning Map Amendment request (see case REZONE 2023-44) for both subject properties included in this application. The applicant has requested that both tracts be rezoned from the RP, Residential Performance zoning district to the PD, Planned Development zoning district. Should the rezoning request be approved, the site could be developed in accordance with the requirements of the PD, Planned Development zoning district as outlined in the Pender County Unified Development Ordinance (UDO). The Regional Mixed Use Future Land Use Classification will allow the properties to be developed with a density of up to 15 dwelling units an acre or up to 10 single family dwellings per acre. More information on the existing and proposed Future Land Use Classification(s) can be found under the "Evaluation" section within this report.

Intent of the Residential Performance Zoning District

The Residential Performance District is intended to allow a variety of residential uses and densities and also limited commercial activities as well as agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development.

Dimensional Requirements

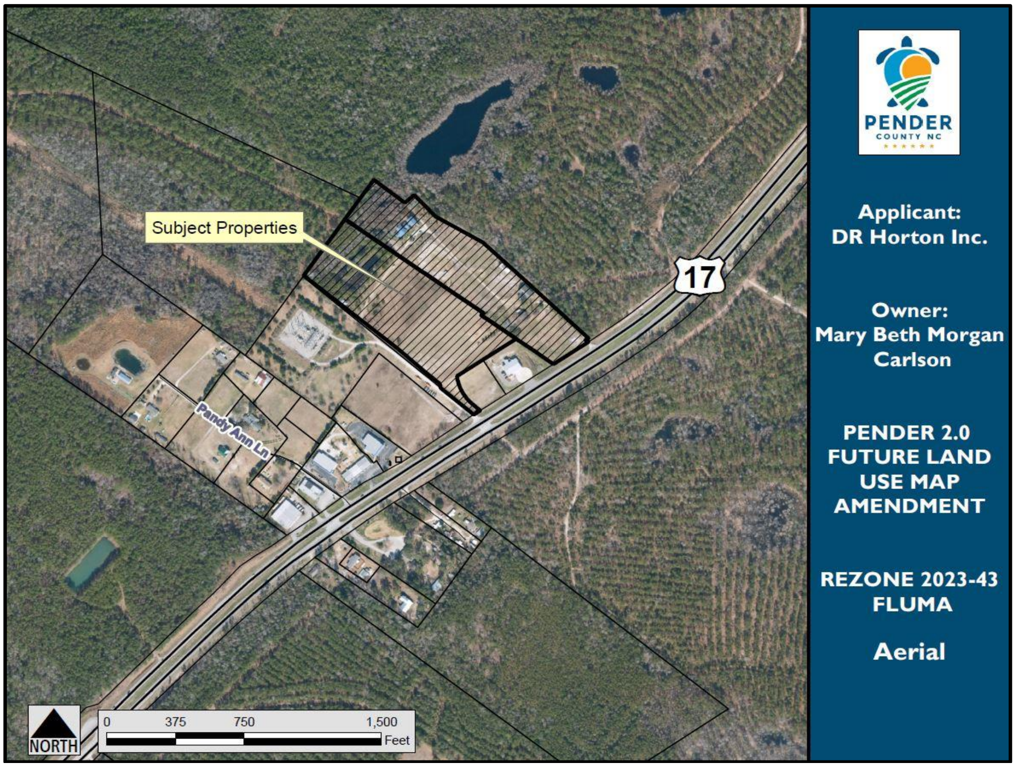
Minimum Setback (Residential Performance)	
Front	30'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Structure Separation	30'

Intent of the Planned Development Zoning District

The Planned Development District encourages progressive land planning and design concepts and is intended to provide an alternative to a conventional development. The PD Districts allows projects of innovative design and layout that may not otherwise be permitted under this Ordinance due to the strict application of zoning district or general development standards. The PD District shall not be used as a means of circumventing the County's adopted land development regulations. Maximum density is determined by the Future Land Use Classification within the adopted land use plan.

Minimum Setback (Planned Development)	
Front	(1)
Side	(1)
Rear	(1)
Corner	(1)
Max. Height	(1)
Structure Separation	(1)

1) Dimensional standards in the Planned Development (PD) and Residential Mixed (RM) Districts are required to be specified on a Master Development Plan



Allowable Uses

Because this is a proposed amendment to the Future Land Use Map, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district consistent with the underlying Future Land Use Map designation. As mentioned previously, the applicant has also requested that both subject properties be rezoned from the RP, Residential Performance zoning district to the PD, Planned Development zoning district. If approved, the site could be developed based upon all allowable uses within the Planned Development zoning district. Specific uses are required to be shown on a Master Development Plan as approved by the Planning Board. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

TRANSPORTATION INFRASTRUCTURE

Access
The subject properties have direct access to US Highway 17. Development of the subject properties would involve driveway approval from the North Carolina Department of Transportation (NCDOT).

Traffic
Traffic Impact Analyses (TIA) are not required for Future Land Use Map Amendments since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2020; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
US HWY 17	Between Pandy Ann Lane and Christian Chapel Road	40,500	41,369	0.98

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the east side of US Highway 17. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

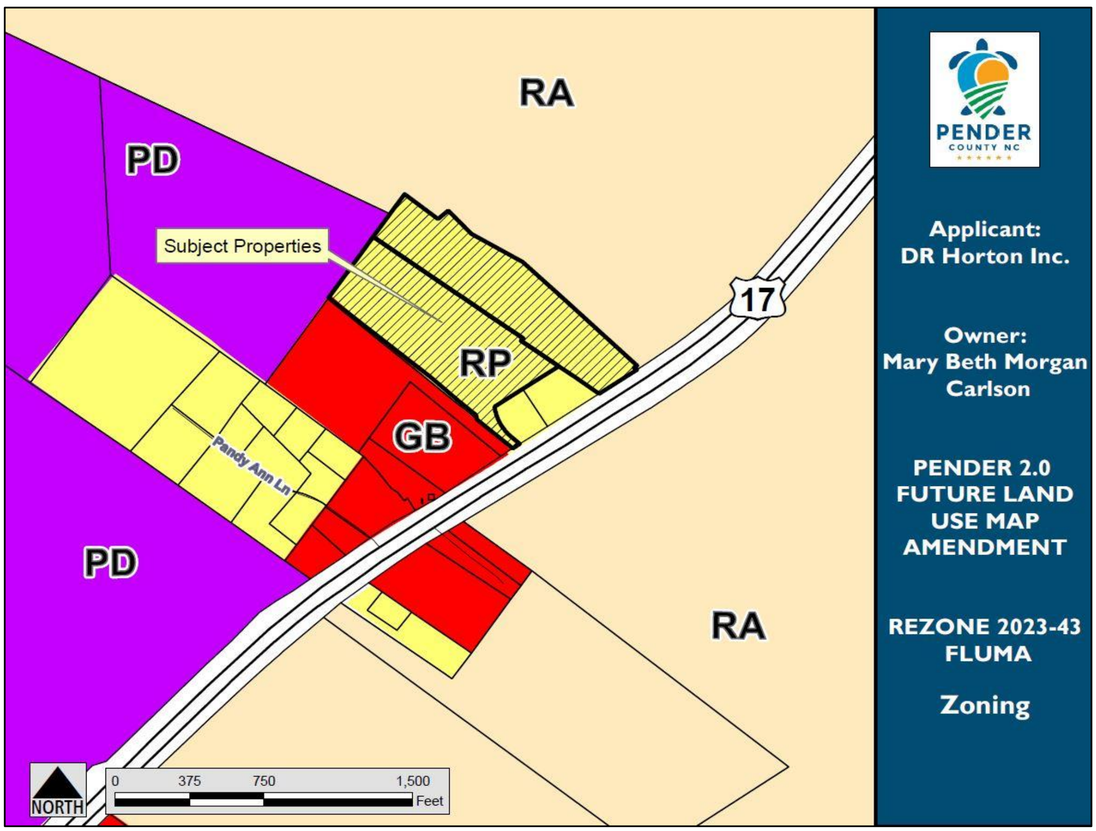
Schools
There is no development proposal associated with this request to amend the Future Land Use Map, so no specific impacts to the school system are known at this time. However, because the proposed Future Land Use Map amendment is from a Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use, an increased impact to school capacity is anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3]
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

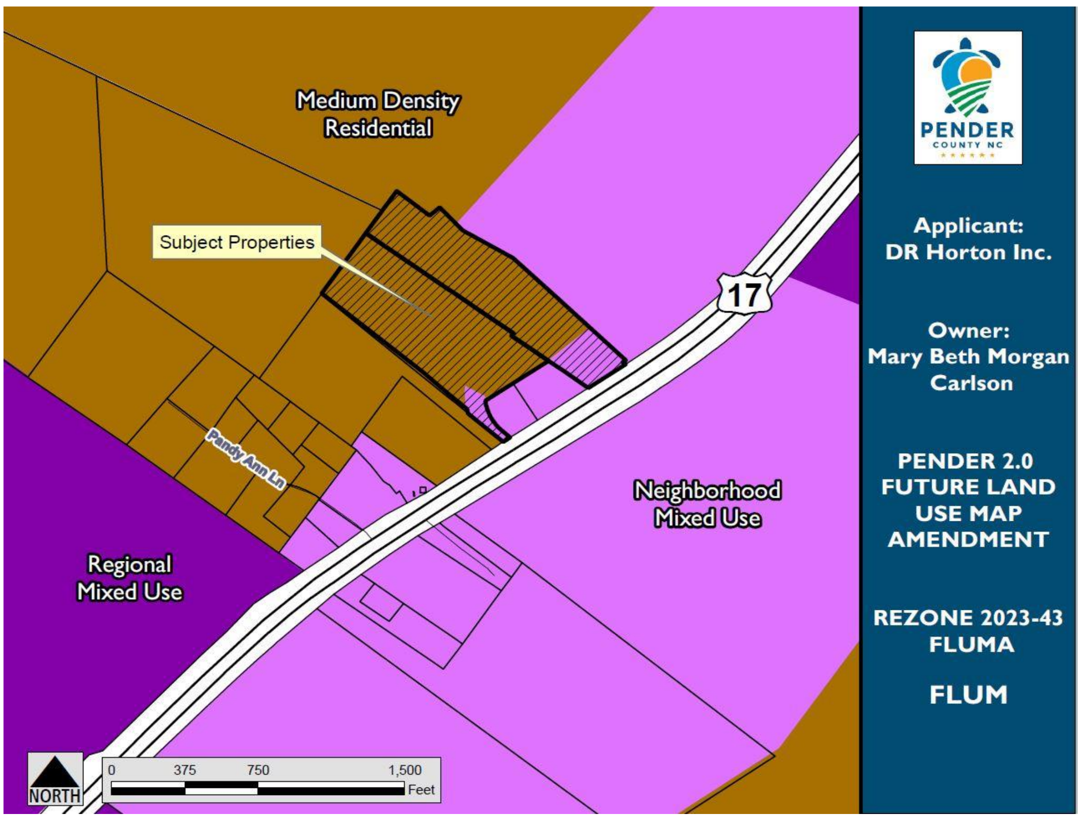
EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Undeveloped	RA, Rural Agricultural
East	County Services (Future PCU Elevated Water Tank and Pender Fire & EMS Station 18, Undeveloped	RP, Residential Performance, RA, Rural Agricultural
South	Duke Energy Substation, Commercial	GB, General Business
West	Undeveloped	PD, Planned Development

Below: Current Future Land Use Map of Area



Existing Future Land Use Classification: Medium Density Residential (MDR) and Neighborhood Mixed Use

Medium Density Residential (MDR):

The subject properties are located within two Future Land Use Classifications. Both properties are located in the Medium Density Residential and the Neighborhood Mixed Use Future Land Use Classification within the Pender 2.0 Comprehensive Land Use Plan and as shown above in the Future Land Use Map. According to Pender County GIS, approximately 1.9 of the total 20.13 acres between both subject properties are located within the Neighborhood Mixed Use Future Land Use Classification while the remaining ~18.2 acres are within the Medium Density Classification.

Medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

MDR Desired Uses:
- Single-family dwellings – detached and duplex (up to two units per structure)
- Townhomes may be suitable when included as part of a master planned community
- Age appropriate retirement housing
- Recreation, parks, and open space

MDR Inappropriate Uses:
- Multi-family residential uses
- Commercial, office, and institutional development not integrated into a planned community
- Industrial development

MDR Transportation Infrastructure:
- Automobile: arterial, collector (major, local, minor), and local roads
- Pedestrian: 5 foot sidewalks and crosswalks at primary intersections
- Cyclist: bicycle lanes and multi-use paths

Neighborhood Mixed Use (NMU):

Neighborhood mixed use allows for a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller. These areas should be served by water and sewer infrastructure. Development density within this category allows for up to 10 units per acre for residential development.

NMU Desired Uses:
• Commercial/retail and office uses that serve existing communities.
• Single-family dwellings – detached, duplex, and townhouse (up to ten units in a single structure)

NMU Inappropriate Uses:
• Low density residential uses
• Industrial Uses
• Storage facilities
• Establishments requiring large surface parking in excess of 20,000 square feet

NMU Transportation Infrastructure:
• Automobile: arterial, collector (major, local, minor), and local roads
• Pedestrian: 5 foot sidewalks and crosswalks at primary intersections
• Cyclist: bicycle lanes and multi-use paths

Proposed Future Land Use Classification: Regional Mixed Use (RMU)

The Regional Mixed Use category will allow for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and office uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category.

Internal circulation patterns should create street-like spaces lined with on-street angled or parallel parking and parking areas. Internal pedestrian connections should also be provided whereby structures within a development are connected with each other. Sidewalks should connect all buildings within the site and to adjoining sites. Sidewalks should have street trees and pedestrian lighting. Surface parking lots should be heavily shaded, landscaped, and located in the rear of new development where practicable. Shared parking should be encouraged where multiple uses are located within walking distance (1/4 mile). Stormwater infrastructure should be located behind buildings or incorporated into the design of the development as an amenity. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

RMU Desired Uses:
• Most commercial, retail, office, & Institutional uses
• Employment centers
• Artisan manufacturing
• Multi-family residential
• High density single-family residential uses
• Upper story residential

RMU Inappropriate Uses:
• Medium and low density single-family residential uses
• Storage facilities
• Industrial uses

RMU Transportation Infrastructure:
• Automobile: arterial, collector (major, local, minor), and local roads
• Pedestrian: 5 - 10 foot sidewalks, crosswalks, pedestrian signals
• Cyclist: bicycle lanes and multi-use paths
• Transit: Park and ride facilities and limited fixed-route service (including bus shelters)

Supporting Pender 2.0 Comprehensive Land Use Plan Policies and Goals:

The proposed Future Land use Map Amendment was found to be consistent with the following policies and goals within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.
>
> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.V: Residential Development:** The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.
>
> **Goal 5.1.Z: Cluster Development Incentive:** The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

Planning Staff Recommendation

The proposed Future Land Use Map Amendment was found to be consistent with the three policies and one goal of the Pender 2.0 Comprehensive Land Use Plan as shown above. Planning Staff recommends approval of the proposed change to the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map for the subject parcels from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use for several reasons.

The Pender 2.0 Comprehensive Land Use Plan provides that Regional Mixed Use classification is appropriate where both water and sewer infrastructure is located which supports higher density residential and commercial projects. The proposal is seeking an increase in residential density from 3-6 dwelling units per acre to 15 dwelling units an acre or less under the proposed designation. In addition, as detailed in this report, US Highway 17 at the subject properties location is at nearly 98% of the planned traffic capacity for this section. And as discussed previously, a Traffic Impact Analysis may be required and would potentially require road improvements in the area.

Staff also supports this request because it has the potential to allow development within these two tracts to better conform with the existing development patterns in this area of Pender County. It is Staff's conclusion that the proposed designation is compatible with the surrounding areas.

While the County is exploring options for the siting of new school facilities within the County, it is important to understand that Staff supports this request in terms of the long-term growth of the County but certainly acknowledges capacity issues that the County is currently facing. It is difficult to predict when the development of this site would move forward, however, it is clear that the developer would be required to go through the Master Development Plan approval process if a rezoning to PD, Planned Development (see case REZONE 2023-44) were approved which requires a public hearing and approval by the Pender County Planning Board. Once approved the developer would need to pursue the approval of a preliminary and final plat prior to the recordation of any lots. While difficult to predict, these processes are often associated with a lengthy timeline due to internal and external permitting.

In conclusion, Staff supports the requested change to the Future Land Use Plan as it has the potential to provide a broader variety of housing types in an area where infrastructure to support such development will be available.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning or future land use map amendment can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning/Comprehensive LUP Map Amendment

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a map amendment to the zoning map or future land use map, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
   1. be detrimental to the natural environment,
   2. adversely affect the health, safety, or welfare of residents or workers in the area,
   3. be detrimental to the use or development of adjacent property,
   4. materially or adversely affect the character of the general neighborhood, and
   5. be reasonable as it relates to the public interest.

B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;

C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board recommendation. The proposed Future Land Use Map Amendment is consistent with three policies and one goal within the Pender 2.0 Comprehensive Land Use Plan. Planning Staff respectfully recommends approval of the Future Land Use Map Amendment as detailed in this report.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Future Land Use Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.D**
- **Policy 5.1.V**
- **Goal 5.1.Z**

The proposed Future Land Use Map Amendment is consistent with the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity.

TO DENY: Motion to deny the Future Land Use Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR FUTURE LAND USE MAP AMENDMENT

MOTION	SECONDED

APPROVED	DENIED	UNANIMOUS
–		

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Comprehensive Plan Future Land Use Map Amendment

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Future Land Use Map shall be made in accordance with the provisions of the Pender County Comprehensive Land Use Plan.

3. The County Commissioners shall approve or deny amendments to the Future Land Use Map of Pender County, as may be required from time to time.

4. Amendments must correspond with the boundary lines of existing platted lots or tracts.

5. All zoning requirements shall be met within the boundaries of the area being reclassified. If all of the requirements cannot be met on the site, the amendment shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

Application for Future Land Use Amendment

THIS SECTION FOR OFFICE USE			
Application No.	CPMA	**Date**	
Application Fee	$	**Invoice Number:**	
Pre-Application Conference		**Hearing Date**	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	DR Horton, Inc.	**Owner's Name:**	Carlson, Mary Beth Morgan
Applicant's Address:	4049 Belle Terre Blvd.	**Owner's Address:**	8139 Market Street
City, State, & Zip	Myrtle Beach, SC 29579	**City, State, & Zip**	Wilmington, NC 28411
Phone Number:	843 737 2904	**Phone Number:**	910-520-3333
Email Address:	WHRiddick@drhorton.com	**Email Address:**	carolinacarlsonsgmail.com
Legal relationship of applicant to landowner:	Purchaser / Developer		
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3271-64-5893-0000 3271-65-9054-0000	**Total property acreage:**	20.13
Current FLU Classification	Med. Density Residential & Neighborhood MU	**Proposed FLU Classification:**	Regional Mixed Use
Project Address:	11471 US Hwy 17, Wilmington, NC 28411		
Description of Project Location:	From Wilmington, N on Hwy 17, 0.83 miles past Blake Farm Blvd & turn left onto gravel drive. Go past Duke transfer station and property is on your right.		
SECTION 3: SIGNATURES			
Applicant's Signature	DocuSigned by: Elizabeth Shelton D89CC46BD568468...	**Date:**	2/1/2023
Applicant's Name Printed	Elizabeth Shelton	**Date:**	2/1/2023
Owner's Signature	DocuSigned by: Mary Beth Morgan Carlson 76D31120B1C94D2...	**Date:**	2/1/2023
Owner's Name Printed	Mary Beth Morgan Carlson	**Date:**	2/1/2023

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Future Land Use Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list. (total of 16 envelopes with stamps)
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**Plan Amendment: $250**	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ **$**___________	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _______

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:

☐ **Planning Board:**

☐ **Board of Commissioners:**

ENGINEERS

SURVEYORS

PLANNERS

February 3, 2023 M&C 04245-0038 (40)

Pender County Planning
805 South Walker Street
Burgaw, NC 28425

RE: Carlson Tracts
(Future Land Use Plan Amendment)

Pender County Planning Department:

We submit this letter to serve as the application narrative required as part of the Future Land Use Plan Amendment submission for the above referenced area.

The applicant, DR Horton, Inc., is applying for approval for a Future Land Use Plan Amendment for two tracts of land referred to as the Carlson Tracts. The Pender County Parcel Identification Numbers (PINs) for the two tracts are: 3271-64-5893-0000 and 3271-65-9054-0000, with combined acreage of approximately 20.13 acres.

Current parcel information is described in the following table:

Owner	Owner Address	PIN	Zoning	Acreage
Carlson, Mary Beth Morgan	8139 Market Street Wilmington, NC 28411	3271-64-5893-0000	RP	10.6*
Carlson, Mary Beth Morgan	8139 Market Street Wilmington, NC 28411	3271-65-9054-0000	RP	10.19*
			Total:	± 20.13

*Per Pender County GIS (1/30/23)

DR Horton, Inc. is in contract with the property owner to purchase both tracts, contract documentation is included in this application package.

The Pender 2.0: Comprehensive Land Use Plan, adopted August 20, 2018, describes the future land use area including the two parcels as <u>Medium Density Residential</u> and <u>Neighborhood Mixed Use</u>. This Future Land Use Plan (FLUP) Amendment application proposes to amend the entire area within the two parcels to <u>Regional Mixed Use</u>. Concurrent with this FLUP Amendment application, the applicant is submitting a Zoning Map Amendment for the two parcels from the current zoning of Residential Performance (RP) to a Planned Development (PD) zoning.

243 North Front Street
Wilmington, NC 28401
910.343.1048
Fax 910.251.8282
www.mckimcreed.com

The proposed Regional Mixed Use classification at this location is supported by the goals of the Comprehensive Land Use Plan for the following reasons:

1. **The range of uses permitted by the proposed change are appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).**
    a. The two parcels are not part of any Areas of Environmental Concern, according to the Future Land Use Maps.
    b. Per the Future Land Use Maps, the range of permitted uses fills in a gap of Regional Mixed Use classifications along the US 17 corridor and maintains consistency with the general character of the neighborhood from the Pender County southern boundary and toward Hampstead.
    c. There are two parcels directly adjacent to this area that are owned by Pender EMS & Fire. One of these parcels has an active Fire/EMS Station on it, aiding in the preservation of health, safety and welfare of residents and/ or workers in the area.
    d. The Regional Mixed Use classification is already present on nearby parcels, thus the prosed classification would be consistent.
    e. The parcels have approximately 294 feet of frontage to US 17. This frontage is in the immediate area of an existing median crossover connection.
    f. The range of permitted uses relative to the site area are achievable while maintaining regulatory environmental concerns and criteria including stormwater management and wetlands management.

2. **Adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change**
    a. The two parcels' adjacency to a major collector roadway (US 17) provide access to future constructed uses. Additionally, Pender County GIS indicates a Collector Street Potential Alignment to bisect the parcels and connect to the afore-mentioned median crossover. This collector road is also included in the master plan documents associated with the Blake Farm Planned Development.
    b. Pender County Utilities is actively coordinating construction and permitting activity to support expanded potable water capacity via new facilities including wells, water mains, water towers, and a reverse osmosis plant. This planned infrastructure will directly support this area.
    c. Pluris, LLC has existing wastewater infrastructure adjacent to the area with potential available capacity to support development intensity associated with the proposed land use classification.

3. **The proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.**
   a. The range of permitted uses is in alignment with the Future Land Use classifications of adjacent areas along US 17 per the Comprehensive Land Use Plan Future Land Use Maps.
   b. The subject parcels are not included within any areas of environmental concern, according to the CAMA Land Use Plan, thus supporting the proposed range of permitted uses.

4. **The proposed amendment is reasonable as it relates to the public interest.**
   a. The Regional Mixed Use classification will be an attribute to adjacent areas due to the potential uses allowed under the Regional Mixed Use classification and the parcels' adjacencies to US 17.
   b. The potential to interconnect a public road network parallel to US 17 to access adjacent areas is of benefit to the general public. This is supported by the Collector Street Potential Alignment layer provided on Pender County's public GIS.

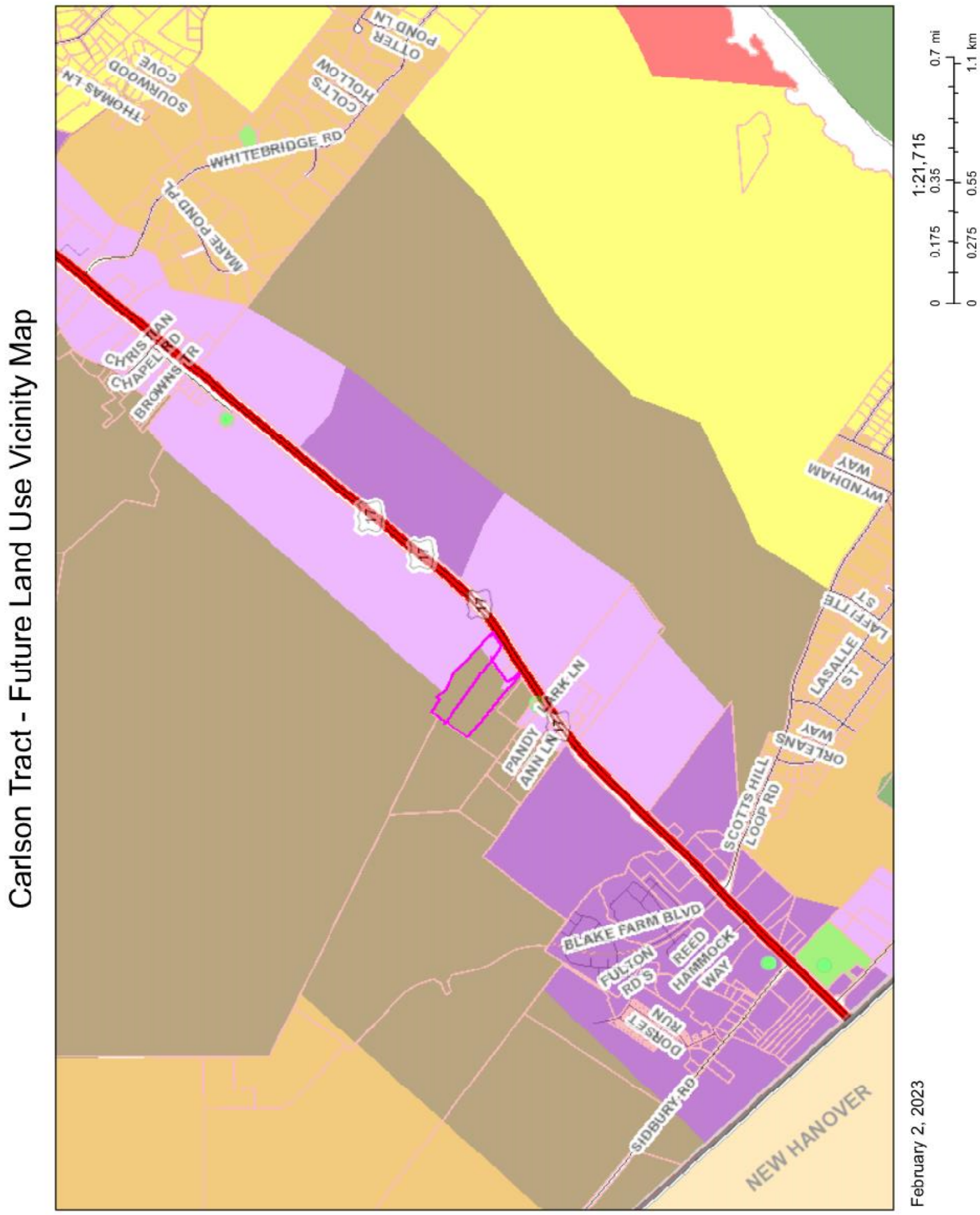
For these reasons and in the applicant's opinion, this proposed plan amendment is in alignment and is substantially compliant with the goals and policies of the Comprehensive Land Use Plan.

Respectfully,
McKIM & CREED, INC.

Trae H. Livick, PE
Project Engineer

Enclosure: Exhibit A: Carlson Tract - Future Land Use Vicinity Map

EXHIBIT A



MCKIM&CREED

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NORTH CAROLINA
PENDER COUNTY

COASTAL CAROLINA DIVISION
CARLSON TRACT

Land Purchase Contract

THIS LAND PURCHASE CONTRACT (this "Contract") is made by and between **D.R. Horton, Inc.**, a Delaware corporation ("Buyer") and **Mary Beth Morgan Carlson and Gregg R. Carlson** ("Seller"). Both parties state and acknowledge as follows:

A. Seller owns certain land located in Pender County, North Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Land"). The Land, all rights, permits, privileges, licenses and easements appurtenant thereto, and all vegetation located thereon, are hereinafter collectively referred to as the "Property."

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

THEREFORE, for and in consideration of the reciprocal covenants stated herein, the parties agree as follows:

1. **Conveyance**. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions stated herein.

2. **Effective Date**. The "Effective Date" means the last of the following dates: (a) the date this Contract is executed by Buyer, (b) the date this Contract is executed by Seller, or (c) the date of Buyer's corporate ratification, as required by Section 21 below.

3. **Purchase Price.** The purchase price of the Property (the "Purchase Price") shall be [redacted]. The Purchase Price shall be payable at closing on the sale and purchase of the Property ("Closing") by delivery of cash or other immediately available funds, subject to adjustments, prorations and credits as herein provided.

4. **Earnest Money**.

a. Within ten (10) business days of the Effective Date, the parties shall execute an escrow agreement in form substantially as shown by **Exhibit B** attached hereto and incorporated herein (the "Escrow Agreement"), whereupon Buyer shall deposit the sum of [redacted] (the "Earnest Money") with Chicago Title Company, LLC ("Escrow Agent"). The Escrow Agent shall deposit such cash in an escrow account with a federally insured bank, as required by the Escrow Agreement. Buyer shall determine, at Buyer's sole discretion, whether the escrow account shall be interest-bearing; however, any interest earned on any funds held in escrow shall be for the benefit of Buyer.

b. Escrow Agent shall hold and disburse the Earnest Money pursuant to the terms of this Contract and the Escrow Agreement. Upon the request of either party, the other party shall promptly execute and deliver written instructions to the Escrow Agent to disburse the Earnest Money as required by this Contract. Notwithstanding any other provision herein, at Closing hereunder, all Earnest Money held by the Escrow Agent shall be credited to Buyer in full towards the Purchase Price.

5. **Primary Contingencies; Definitions.**

a. Primary Contingencies. Buyer's obligation to close on the purchase of the Property under this Contract is contingent upon each and all of the following (collectively, the "Primary Contingencies"): (1) all of Seller's warranties, representations and covenants contained in this Contract shall be and remain true, correct, complete and fully performed; (2) all applicable governmental authorities having jurisdiction over the Property, including, without limitation, Pender County and the State of North Carolina (and their respective agencies) (collectively and as applicable, the "Governing Jurisdiction") shall have issued all final, non-appealable site plan approvals, construction plan approvals, zoning approvals, variances, land disturbance permits, building permits, wetlands permits, curb cut approvals, and other Federal, State and municipal approvals and permits that Buyer deems, in its reasonable discretion, necessary or desirable for the development of the Property (collectively the "Approvals"), including but not limited to (a) Final Plat Approval (as defined below) with conditions to approval of the final subdivision plat acceptable to Buyer in Buyer's reasonable discretion, (b) Final Sewer Approval (as defined below), (c) Final Water Approval (as defined below), (d) Apartment Site Approvals (as defined below), and (e) Office Building Approvals (as defined below); (3) there shall have occurred no material adverse change in the physical (including environmental) conditions of the Property from the conditions existing as of the Effective Date; (4) all Offsite Easements (as defined below) reasonably required for Buyer's intended use and/or development of the Land shall be existing of record, appurtenant to the Land, and part of the Property; and (5) Seller shall be ready, willing and able to deliver good and marketable title (as defined in below) to the Property to Buyer, and Buyer's title insurer (the "Title Company") shall be prepared to issue a standard ALTA owner's form title policy insuring good and marketable fee simple title to the Property, including all appurtenant easements and interests, with a liability limit in the amount of the Purchase Price at standard premium rates. In connection with Buyer's applications for and efforts to obtain the Approvals, Seller shall cooperate with Buyer's efforts and shall execute such applications and take such actions as are reasonably requested by Buyer. Should any of the Primary Contingencies not be satisfied or waived by Buyer prior to Closing, then Buyer, at its option, may terminate this Contract by giving written Notice to Seller, in which event, all of the Earnest Money shall be immediately refunded to Buyer; provided, however, if Buyer elects to terminate this Contract pursuant to this Section 5.a. as a result of either of the Primary Contingencies designated above as (2) and (4) not being satisfied or waived by Buyer after Buyer has delivered Notice of Suitability for the Property (as provided in Section 10(c)) but prior to Closing, then [redacted] shall be immediately released to Seller and the remainder of the Earnest Money shall be immediately refunded to Buyer.

b. Final Plat Approval. As used herein, "Final Plat Approval" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of a subdivision plat of the Land creating residential lots out of the Land (the "Final Plat"), on terms and conditions acceptable to Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Property pursuant to the subdivision plat. Seller agrees to cooperate in obtaining Final Plat Approval, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with obtaining Final Plat Approval.

c. Final Sewer Approval. As used herein, "Final Sewer Approval" means that Buyer has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Buyer, that sufficient sewer capacity exists to serve all lots and amenities shown by the Final Plat, the Apartment Site (as defined below) and the Office Building Site (as defined below), and that Buyer shall be allowed to utilize that sewer capacity to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Side, without any conditions or restrictions unacceptable to Buyer. Seller agrees to cooperate in obtaining Final Sewer Approval for the Property, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with the sewer taps and Final Sewer Approval.

d. Final Water Approval. As used herein, "Final Water Approval" means that Buyer has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Buyer, that sufficient water capacity exists to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Site, and that Buyer shall be allowed to utilize that water capacity to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Site, without any conditions or restrictions unacceptable to Buyer. Seller agrees to cooperate in obtaining Final Water Approval for the Property, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with Final Water Approval.

e. Apartment Site Approvals. As used herein, "Apartment Site Approvals" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of the development of a portion of the Land (the "Apartment Site") into a residential apartment complex or residential apartment complexes, on terms and conditions approved by Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Apartment Site pursuant to such approvals. Seller agrees to reasonably cooperate in obtaining Apartment Site Approvals, including signing such applications and attending such meetings as may reasonably be required by Buyer, at no cost or liability to Seller.

f. Office Building Approvals. As used herein, "Office Building Approvals" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of the development of a portion of the Land (the "Office Building Site") into an office building or office buildings, on terms and conditions approved by Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Office Building Site pursuant to such approvals. Seller agrees to reasonably cooperate in obtaining Office Building Site Approvals, including signing such applications and attending such meetings as may reasonably be required by Buyer, at no cost or liability to Seller.

g. Offsite Easements. As used herein, "Offsite Easements" means: (1) those permanent utility easements located outside of the boundaries of the Land that may be needed to construct utility infrastructure necessary for the development of the Property; (2) those permanent road widening easements located outside of the boundaries of the Land that may be required by the Governing Jurisdiction in connection with the development of the Property; (3) the permanent access easement over, across and through an adjoining parcel of land now or formerly owned by Duke Energy Progress, Inc. and located near the southwestern portion of the Land for the purpose of installing additional access road(s) to serve the Property; and (4) any temporary construction easements located outside of the boundaries of the Land that may be related to the aforementioned easements or may be needed in connection with the development of the Property.

6. **Closing and Possession**. Closing shall be held no more than thirty (30) days after the later of: (a) the date on which Buyer delivers Notice of Suitability for the Property (as provided in Section 10(c)), or (b) the date on which all conditions to Buyer's obligation to close have been either satisfied or waived by Buyer; provided that Closing must take place on a Tuesday, Wednesday or Thursday that is a business day (a "Permitted Closing Day"), and may be extended no more than an additional five (5) days in order to be scheduled on one of those days of the week. Closing shall be held at a time, date and location designated by Buyer. Buyer shall notify Seller as to the scheduled date of Closing at least thirty (30) days prior to Closing. Seller, at Seller's expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of any improvements from the Property. At Closing, Seller shall deliver a special warranty deed conveying fee simple title to the Property in recordable form acceptable to Buyer in Buyer's reasonable discretion (the "Deed"). At Closing, Seller shall also execute and deliver to Buyer a general assignment of rights against third-parties in the form of **Exhibit C** attached hereto and incorporated herein, and specific assignments of any Seller Entitlements (defined below) that Buyer desires to assume, including any consents to such assignments from the applicable authority if required. Except as otherwise provided in Section 23 below, Seller shall deliver exclusive possession of the Property to Buyer at Closing.

7. **Closing Costs and Prorations.** Seller shall pay the state transfer tax, the cost of preparation of the deed, the cost of satisfaction of any liens on the Property, Seller's attorneys' fees and all other expenses incurred by Seller related to Closing. Buyer shall pay Buyer's attorneys' fees, the cost of any title search and survey and the cost for preparation and issuance of an owner's title insurance policy. Ad valorem taxes on the Property for the tax year of Closing shall be prorated between Seller and Buyer as of Closing based on the latest assessment available. Should such proration be inaccurate based on the actual ad valorem tax bill when received, either party shall be entitled, upon demand, to adjustment of the proration and corresponding reimbursement from the other party. Seller shall be responsible for and shall pay any past due taxes; provided, however, Buyer, and not Seller, shall be responsible for and shall pay any roll-back taxes or other taxes attributable to the Property having been assessed or exempted for agricultural or other special uses prior to Closing, whether such taxes become due before, at or after Closing. The provisions of this Section shall survive Closing.

8. **Conveyance of Title.** At Closing, Seller shall convey good and marketable title to the Property to Buyer pursuant to the Deed. As used in this Contract, "good and marketable title" shall mean title that is free and clear of all liens, encumbrances and other exceptions to title and rights of others except those Permitted Exceptions listed on **Exhibit D** attached hereto and incorporated herein. Buyer shall examine title to the Property and give written notice to Seller of any objections that Buyer may have prior to the expiration of the Inspection Period (the "Initial Objection to Title Notice"). Failure of Buyer to give written notice to Seller of any title objections prior to the expiration of the Inspection Period shall be deemed an election by Buyer to waive any objections that Buyer may have as to matters first appearing of record prior to the expiration of the Inspection Period. Within ten (10) days after receipt of the Initial Objection to Title Notice, Seller shall provide written notice to Buyer whether Seller will cure any such objections or refuse to cure such objections. Failure by Seller to give written notice of its election within ten (10) days after receipt of the Initial Objection to Title Notice shall be deemed an election by Seller not to cure the objections. In the event Seller elects, or is deemed to have elected, not to cure any objections, then Buyer shall have the right to elect either: (a) to waive the unsatisfied objections and proceed with Closing, or (b) to terminate this Contract in its entirety and receive an

immediate refund of the Earnest Money. Failure by Buyer to give written notice of its election within ten (10) days after Seller's election or deemed election shall constitute an election by Buyer to terminate this Contract and receive an immediate refund of the Earnest Money. In the event Seller elects to cure the objections, Seller shall have thirty (30) days from the date of the notice to cure all such objections, at Seller's sole cost. The Closing shall be delayed during and extended for any such cure period. If Seller fails for any reason to cure the objections within thirty (30) days, Buyer may: (1) waive the unsatisfied objections and complete the purchase of all portions of the Property scheduled for Closing, including those subject to the unsatisfied objections, or (2) terminate this Contract in its entirety and receive an immediate refund of the Earnest Money. Any objections that are waived in writing by Buyer, or deemed to be waived by Buyer pursuant to this Section, shall become "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove any exception that can be cured by the payment of money, such as a deed of trust, mortgage, lien, judgment, deferred tax or confirmed assessment (collectively, "Monetary Liens"). Any Monetary Lien can be satisfied at Closing by Seller. Buyer may re-examine title up to Closing and give written notice to Seller of any objections that Buyer may have as to matters first appearing of record subsequent to Buyer's Initial Objection to Title Notice, or in the event Buyer did not provide an Initial Objection to Title Notice, as to matters that did not exist or were not of public record as of the Effective Date, which new title objections shall be addressed as set forth above. At Closing, Seller shall execute an Owner's Affidavit and any other affidavits, certificates and documents reasonably required by Buyer or the Title Company to deliver title as required by this Contract.

9. **Buyer's Survey.** Buyer may obtain at its expense an ALTA survey of the Property. If Buyer obtains a survey, Buyer shall provide Seller with a copy of a plat of the survey. In addition to the Deed, at Closing, Seller shall execute and deliver to Buyer a quitclaim deed with a legal description derived from Buyer's survey.

10. **Inspection Period.**

a. Duration. The period of time beginning with the Effective Date and ending at 11:59 p.m. on that date which is [redacted], is hereinafter referred to as the "Inspection Period." TIME IS OF THE ESSENCE with respect to the Inspection Period.

b. Rights and Obligations. From the Effective Date through Closing, Buyer may enter upon the Property to inspect and examine the Property and to perform tests and studies of the Property Buyer reasonably deems necessary or appropriate. Seller shall use commercially reasonable efforts to cooperate with Buyer in its entry upon, and its inspections, tests, examinations and studies of, the Property. Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. However, Buyer's indemnity of Seller shall not cover or apply to: (1) any loss, cost or expense arising or resulting from acts or omissions of Seller, (2) any diminution in the value of the Property arising or resulting from matters discovered by Buyer during its investigations of the Property, (3) any latent defects in the Property discovered by Buyer, or (4) the release or spread of any Hazardous Substance discovered, but not deposited, by Buyer on or under the Property. Buyer's indemnity of Seller pursuant to this subsection b shall survive Closing or any earlier termination of this Contract for a period of one (1) year. Furthermore, Buyer shall procure and/or maintain in effect during the term of this Contract a policy of insurance insuring against any liability which may arise out of, or by virtue of, Buyer's inspections and examinations of the Property by Buyer, Buyer's agents, employees and/or contractors. The liability coverage under such policy shall be not less than $1,000,000.00 per occurrence. Buyer shall cause Seller and its successors and assigns to be named as an additional insured on such policy, and shall provide Seller and its successors and assigns with a certificate of insurance evidencing such coverage.

c. Notice of Suitability. The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to Buyer, in its sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller that such results are suitable to Buyer by delivering to Seller a written Notice of Suitability signed by one of the executive officers of Buyer listed in Section 21 below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If Buyer fails for any reason to send Seller the Notice of Suitability by the end of the Inspection Period, and such failure continues for a period of ten (10) days after written notice from Seller, this Contract shall automatically terminate. Also, if Buyer notifies Seller in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to Buyer, then this Contract shall automatically terminate. Upon such termination, Buyer shall be entitled to an immediate refund of all Earnest Money then held by the Escrow

Agent, and thereafter neither party shall have any further obligation to the other hereunder, except such obligations that survive termination by express provision herein.

d. Due Diligence Materials. In the event of any termination of this Contract for any reason other than a default by Seller hereunder, then Buyer shall within ten (10) days after receipt of written notice from Seller, at its sole cost and expense, but without any recourse, representation or warranty with respect to the same, provide to Seller complete copies of all studies, reports, plans, specifications, applications, information and other materials prepared by third parties for, on behalf of or at the request of Buyer (collectively, "Due Diligence Information") in connection with its feasibility studies of the Property. The term "Due Diligence Information" shall not be deemed to include any environmental reports obtained by Buyer or any reports or materials which are proprietary or confidential. Buyer does not represent or warrant to Seller that it will obtain any Due Diligence Information. With respect to any Due Diligence Information provided to Seller and any other information made available to Seller by or on behalf of Buyer, Seller acknowledges and agrees that (i) Buyer makes no covenant, representation or warranty whatsoever as to such information, including, without limitation, its content, reliability, accuracy or completeness, (ii) if Seller uses or relies on any information provided by Buyer, Seller shall do so solely at Seller's own risk, and Buyer makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon, (iii) the parties preparing any such information are not the agents of Buyer, (iv) Buyer shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, and (v) Buyer shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information.

11. **Delivery of Information**. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer:

a. Copies of all of the following materials, to the extent they are in the possession or control of Seller: (i) all surveys, (ii) all title reports, commitments and policies, (iii) all zoning documents, construction plans, approved site plans or plats, permits, development orders or other documents of entitlement obtained by or assigned to Seller prior to Closing, including any applications therefor (collectively, "Seller Entitlements"), (iv) all reports, documents and surveys regarding rock tests and other soil conditions, (v) all environmental studies and reports, (vi) all wetland delineation studies, (vii) all other reports, studies and other materials that pertain to environmental hazards, wetlands, flood studies or any aspect of the physical or environmental condition of the Property or other property in the vicinity of the Property, and (viii) all existing or proposed leases, licenses, easements and contracts affecting the Property.

b. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer.

12. **Condemnation and Casualty.** If prior to Closing, all or any portion of the Property is condemned or taken, or threatened to be condemned or taken, by any authority, or any portion of the Property suffers a casualty loss, Seller shall give Buyer immediate Notice thereof with a complete description of all relevant information and complete copies of all relevant documentation. Within thirty (30) days of such Notice, Buyer may elect either: (i) to terminate this Contract, in which event all of the Earnest Money shall be immediately refunded to Buyer; or (ii) to collect all awards and proceeds from any condemnation or insurance policy and keep this Contract in full force and effect, in which case Seller shall promptly execute all documents required by Buyer to assign Seller's rights therein to Buyer. Notwithstanding anything to the contrary herein, in the event Buyer elects to terminate this Contract pursuant to option (i) above and Buyer had actual knowledge of a pending taking or condemnation of the Property filed with the public records of Pender County prior to Buyer having delivered a Notice of Suitability to Seller (as provided in Section 10(c)), then all the Earnest Money shall be released to Seller instead of being refunded to Buyer.

13. **Seller's Representations and Warranties**. Seller represents, warrants and covenants to Buyer that, as of the Effective Date, continuing through Closing:

a. INTENTIONALLY DELETED;

b. To the best of Seller's knowledge, Seller is in sole and exclusive possession of the Property, and no person or entity claims any right of possession to all or any portion of the Property;

c. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the Deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Contract to be fully enforceable by Buyer;

d. INTENTIONALLY DELETED;

e. To the best of Seller's knowledge, there is no pending or threatened taking or condemnation of the Property or any portion thereof, and no pending or threatened action, litigation or proceeding by any organization, entity, person or governmental agency affecting the Property or Seller;

f. Seller has no notice or knowledge of any violation of law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use thereof;

g. INTENTIONALLY DELETED;

h. INTENTIONALLY DELETED;

i. INTENTIONALLY DELETED;

j. To the best of Seller's knowledge, the Property has full and free access to and from public streets and/or roads;

k. The execution and delivery of this Contract, and the consummation of this transaction, will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Seller is a party or by which Seller or the Property is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use thereof;

l. INTENTIONALLY DELETED;

m. INTENTIONALLY DELETED;

n. INTENTIONALLY DELETED;

o. INTENTIONALLY DELETED;

p. INTENTIONALLY DELETED; and

q. Seller is not a "foreign person" as that term is defined in Internal Revenue Code Section 1445 (f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445 thereof; and, at Closing, Seller shall execute and deliver to Buyer a Non-Foreign Person Affidavit in form reasonably acceptable to Buyer stating such.

Seller will not allow or cause any action to be taken that will cause any of the foregoing representations or warranties to be untrue or incorrect at Closing, or fail to take any action that may be required to keep such representations and warranties true and correct at Closing. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) incurred by Buyer as a result of the untruth, incorrectness or incompleteness when made and through Closing of any representation or warranty made herein or in connection herewith. The representations, warranties and obligations of Seller pursuant to this Section 13 shall survive Closing or any termination of this Contract.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY BEING PURCHASED AND THAT BUYER, PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. EXCEPT AS PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVE'S) INSPECTION OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN)

WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. BUYER ACKNOWLEDGES THAT BUYER HAD (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL ASPECTS OF THE PROPERTY, AND BUYER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVE'S) INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS" - "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO BUYER, SELLER AND SELLER'S OFFICERS, MEMBERS, AGENTS, DIRECTORS, EMPLOYEES, MANAGERS, ATTORNEYS, CONTRACTORS, REPRESENTATIVES AND AFFILIATES ("SELLER'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND BUYER ACCEPTS THAT SELLER AND SELLER'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OR RELATING TO (A) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS, QUANTITY, OR QUALITY OF OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, TENANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (B) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (C) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF ANY IMPROVEMENT ON THE PROPERTY, (D) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (E) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING. EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES) ON AND AFTER THE CLOSING DATE RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITIONS, LOCATIONS, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. EXCEPT IN CONNECTION WITH THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING BUYER ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH BUYER DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT BUYER'S SOLE EXPENSE. EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT BUYER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.

14. **Broker Fees.** Except as to Sognia Weiss with Focus Real Estate Services LLC ("Seller's Broker"), for whose commission Seller is solely responsible, Seller represents to Buyer that Seller has not discussed this Contract or the subject matter hereof with any real estate broker, agent, or salesperson in any manner or context that would create any legal right of any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Buyer with respect to the sale and/or conveyance of the Property contemplated in this Contract. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that Buyer may suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, arising out of any acts or agreements of Seller. Except as to Seller's Broker, for whose commission Seller is solely responsible (and as to whose commission Buyer shall have no responsibility), Buyer represents to Seller that Buyer has not discussed this Contract or the subject matter hereof with any real estate broker, agent, or salesperson, in any manner or context that would

create any legal right of any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Contract. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent, or salesperson (exclusive of Seller's Broker), whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, arising out of any acts or contracts of Buyer. The provisions of this Section shall survive Closing or any termination of this Contract.

15. **Default**.

a. Buyer's Default. If Buyer defaults in the performance of any obligation or covenant hereunder, Seller's sole and exclusive remedy shall be to terminate this Contract and receive payment of the Earnest Money then held by the Escrow Agent as Seller's full liquidated damages as a result of such default. The parties hereby agree and acknowledge that: (i) ascertaining the actual damages in the event of a default by Buyer would be difficult, (ii) it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default, (iii) such payment of Earnest Money is intended not as a penalty, but as full liquidated damages, and (iv) the amount of the Earnest Money constitutes a good faith estimate of the potential damages that could arise from a default by Buyer hereunder.

b. Seller's Default. If Seller defaults in the performance of any obligation or covenant hereunder, or if any of Seller's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then Buyer's sole and exclusive remedy shall be to: (i) terminate this Contract and receive payment of the Earnest Money then held by the Escrow Agent as Buyer's full liquidated damages as a result of such default; or (ii) pursue the remedy of specific performance; provided, however, in the event the remedy of specific performance is not available to Buyer, then Buyer shall have the right to sue for Buyer's actual, out-of-pocket damages for Seller's breach in an amount not to exceed [redacted].

c. Post-Closing and Post-Termination Remedies. Notwithstanding subsections a and b above, from and after the Closing or any termination of this Contract, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (1) a material breach of any covenant or agreement contained herein that is performable after or that expressly survives the Closing or termination of this Contract (including the indemnification obligations contained in this Contract), and (2) a material breach of any representation or warranty in this Contract; provided, however, in no event shall the non-defaulting party be entitled to recover from the defaulting party an amount exceeding [redacted].

d. Notice and Cure Rights. In the event of a default hereunder, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have forty-five (45) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 45-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the aforesaid cure period.

e. Legal Fees. In the event of any litigation between Buyer and Seller regarding this Contract, the losing party shall promptly pay the prevailing party's attorneys' fees and expenses and costs of litigation.

16. **Notices**. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand-delivery, receipt required, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, or (c) when transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b) or by regular first-class U.S. Mail. All notices shall be addressed as follows:

If to Buyer: Libby Shelton, Division President
D. R. Horton, Inc.
131 Racine Drive, Suite 201
Wilmington, NC 28403
Phone: (910) 742-7946
Email: elshelton@drhorton.com

With copies to: D.R. Horton, Inc.
ATTN: East Region Counsel
2325 Lakeview Parkway, Suite 275
Alpharetta, GA 30009
Phone: (678) 292-4883
Fax: (678) 292-4881
Email: kmrys@drhorton.com and hparrish@drhorton.com

Christopher A. Crowson
Bagwell Holt Smith P.A.
111 Cloister Court, Ste. 200
Chapel Hill, NC 27514
Phone: 919-401-0062
Fax: 919-403-0063
Email: ccrowson@bhspa.com

If to Seller: Mary Beth Morgan Carlson and Gregg R. Carlson
c/o Sognia Weiss
Focus Real Estate Services, LLC
6233 Murrayville Rd.
Wilmington, NC 28411
Phone: (910) 232-3468
Fax: ______________________________
Email: sognia@focusresnc.com

With a copy to: James L. Seay, III
Seay Law Firm, PLLC
519 Market Street
Wilmington, NC 28411
Phone: (910) 763-2525
Fax: ______________________________
Email: james.seay@seaylaw.com

If to Escrow Agent: Robert B. Markworth
Chicago Title Company, LLC
300 Blackwell Street, Suite 103
Durham, NC 27701
Phone: (919) 682-3018
Fax: (919) 682-3518
Email: rob.markworth@ctt.com

With copies to: The other party at the applicable addresses shown above.

17. **Covenants Pending Closing**. From and after the Effective Date through Closing, Seller shall: (a) operate and maintain the Property in a good and workmanlike manner, at least as well as Seller has operated and maintained it prior to the Effective Date, and shall not commit or allow any waste of or on the Property; (b) within 3 business days after Seller's receipt thereof, give notice to Buyer of any litigation, arbitration or administrative proceeding concerning or affecting the Property, together with copies of all relevant documents; and (c) comply with all requirements of all laws, orders, rulings, ordinances, rules and regulations of any governmental authority having jurisdiction over Seller over the Property and/or the use thereof. From and after the Effective Date through Closing, Seller shall not convey

or encumber any portion of the Property or any rights therein, nor enter into any conveyance, mortgage, security document, option, right of first refusal, easement, lease or other contract granting to any person or entity any rights or interests in any portion of the Property.

18. **Standard Provisions**.

a. This Contract shall be interpreted in accordance with the laws of the State of North Carolina.

b. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

c. This Contract constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Contract are merged herein and shall have no further force or effect. No representations or warranties have been made by either party except as stated herein.

d. All representations and warranties of both parties contained in this Contract, together with all covenants expressly surviving Closing, shall survive Closing and delivery of the deed and other documents delivered at Closing, and shall not be merged with delivery thereof.

e. The term "business day" shall mean Monday through Friday, excluding days on which federally-chartered banks or banks chartered by the state in which the Property is located are closed for business. If the day for any action under this Contract falls on a day other than a business day, the day for the action shall automatically be extended until the next business day.

f. If any provision of this Contract shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Contract shall remain in full force and effect.

g. The titles, captions and paragraph headings herein are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Contract or any provision hereof. Both parties have been represented by counsel in the drafting and negotiation of this Contract, and this Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted.

h. INTENTIONALLY DELETED.

i. Any failure or delay of Buyer or Seller to enforce any term of this Contract shall not constitute a waiver of such term. Any waiver of any term of this Contract by either party must be specifically stated in a writing delivered to the other party in compliance with Section 16 above. Any such waiver by Buyer or Seller shall not be deemed to be a waiver of any other term of this Contract or of a subsequent breach of the same term.

j. Except as otherwise provided herein, if this Contract is terminated prior to Closing, the Earnest Money shall be refunded to Buyer, unless Buyer is in default hereunder and Seller is entitled to the Earnest Money pursuant to Section 15 above. Upon termination of this Contract and return of the Earnest Money to Buyer, Buyer and Seller shall thereafter have no further rights, obligations or liabilities hereunder, other than those expressly surviving termination; provided that if this Contract is terminated prior to Closing but after Buyer's issuance of a Notice of Suitability pursuant to Section 10 above, the parties shall execute a written Termination Agreement on terms reasonably acceptable to counsel for both parties and the Escrow Agent. Failure of the parties to execute a Termination Agreement shall not negate or otherwise affect the termination; however, either party shall have the right to sue for its actual damages resulting from the refusal or willful failure of the other party to execute a written Termination Agreement upon reasonable terms.

k. This Contract shall be binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, legal representatives and permitted assigns. Buyer may assign its rights and obligations hereunder. Seller may not assign its rights and obligations hereunder without the prior written consent of Buyer, which shall not be unreasonably withheld. Any change in control of Seller resulting from a merger, consolidation, or a transfer or transfers of ownership interest or interests shall be deemed to be an assignment of rights and obligations hereunder that requires the prior written consent of Buyer. If Seller consists of more than one person or entity, then: (1) each reference to Seller herein shall be deemed to refer to each person or entity constituting Seller, both individually and in the aggregate, and (2) each person or entity constituting Seller shall be jointly and severally liable for all liabilities and obligations of Seller hereunder.

l. This Contract may be executed in multiple, separate counterparts, and such counterparts shall constitute one and the same document. This Contract may not be modified or amended except by a writing signed by both Buyer and Seller.

m. This Contract, any amendments hereto, the Earnest Money instrument (if any), and the Notice of Suitability (if any) may be executed by hand-signatures or by electronic signatures using DocuSign or other similar technology. Such signatures may be transmitted by facsimile or email. Any such electronic signatures or electronic transmissions of signatures shall be deemed to constitute originals. In addition, either party and/or the Escrow Agent may rely upon any electronic transmission of any document that is properly executed by the other party. The ratification of this Contract or any amendment hereto by any of the Authorized Officers on behalf of Buyer also may be accomplished by either hand-signature or by electronic signature using DocuSign or other similar technology. Except as provided in this subsection, the Electronic Signatures in Global and National Commerce Act and any parallel, corresponding or similar state law or regulation shall not apply to the execution of this Contract or any amendment hereto, and Buyer shall not be bound by any electronic signature.

19. **Environmental Matters/Hazardous Substances.**

a. As used in this Contract, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, petroleum, oil and gas, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are regulated by, or are the subject of, any Environmental Law. As used in this Contract, "Environmental Law" shall mean and include any and all local, state, or Federal laws, rules, or regulations pertaining to regulation of the air, water, groundwater, land, natural resources and/or pertaining to the contamination, clean-up or disclosure of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Endangered Species Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or by tort or other common law.

b. Seller hereby represents and warrants to Buyer that, to the best of Seller's knowledge: (i) Seller is in full compliance with all Environmental Laws, including, without limitation, that Seller has all permits required by Environmental Laws, (ii) neither Seller, nor any person during Seller's ownership of the Property, nor to the best of Seller's knowledge, any previous owner of the Property or any other person or entity, has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's knowledge, has any party ever alleged that any such activities have occurred, (iii) no use by Seller, or, to the best of Seller's knowledge, any prior owner of the Property or any other person, has occurred which violates or violated, any applicable Environmental Law, nor to the best of Seller's knowledge has any party ever alleged that such violations have occurred, and (iv) the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. In the event Seller breaches the representations and warranties in this paragraph, Seller shall indemnify, defend and hold Buyer and its affiliates, agents, employees, directors, officers, managers, members, partners, shareholders, assigns and/or successors (collectively, the "Indemnitees") harmless from and against all fines and penalties and liabilities (including, without limitation, those arising under statute or government regulation, common law or contract), including all foreseeable and unforeseeable consequential damages, any other damages, costs and losses, including reasonable attorneys' fees, directly or indirectly and in whole or in part arising out of or attributable to Seller's breach. Notwithstanding anything to the contrary contained herein, the representations and warranties in this paragraph shall be deemed remade as of Closing, and such representations and warranties and the indemnification provisions in this paragraph shall survive Closing and shall not be merged therein. The provisions of this paragraph are in addition to any other rights Buyer may have under this Contract. Notwithstanding the foregoing, Seller discloses to Buyer that the Property contains two underground propane tanks of approximately 200 gallons each.

c. Buyer's obligation to close on the purchase of the Property hereunder is expressly conditioned upon: (i) Buyer's receipt, at Buyer's expense, of an environmental report (or reports), addressed to Buyer prior to the expiration of the Inspection Period, the form, content and preparer of which must be acceptable to Buyer in its sole discretion, presenting the results of an investigation of the Property, and such property in the vicinity of the Property, as may be deemed appropriate by Buyer, in Buyer's sole discretion in light of the intended use of the Property, with regard to the presence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the Property and compliance with Environmental Laws relating to or affecting the Property, which investigation is commonly referred to as a Phase I Environmental Site Assessment, which report has been prepared or updated no more than six (6) months prior to the date of Closing, and such further investigations and/or reports as Buyer may require (collectively, the " Environmental Inspections and Reports"); and (ii) Buyer's satisfaction with the results of the Environmental Inspections and Reports.

d. In the event Buyer is not satisfied with the results of any Environmental Inspections and Reports prior to the expiration of the Inspection Period, then Buyer, at its sole discretion may terminate this Contract pursuant to Section 10 above. In the event there has been any change to the environmental condition of the Property or the property in the vicinity of the Property following the expiration of the Inspection Period as such condition was reflected in the Environmental Inspections and Reports, then Buyer, at its sole discretion and in addition to any other provision of this Contract, may (i) terminate this Contract as to any or all of the Property, in which event all of the Earnest Money shall be immediately returned to Buyer, or (ii) proceed to closing on the Property.

20. **Memorandum of Contract**. Upon ratification of this Contract pursuant to Section 21below, Seller, upon request and at Buyer's expense, shall execute a short-form memorandum of this Contract in a recordable form reasonably acceptable to Buyer, which Buyer may record at the Pender County Registry. Seller shall deliver the recordable Memorandum of Contract to Buyer within five (5) business days of the date of ratification. Seller shall promptly cause to be recorded a notice of termination of said short form memorandum in the event this Contract is terminated for any reason other than uncured Seller default.

21. **Corporate Ratification**. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF BUYER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT, PAUL ROMANOWSKI, BRIAN ETHERIDGE, THOMAS F. HILL, JR. OR BRADFORD C. BRUNDAGE; PROVIDED THAT IF RATIFICATION OF THIS CONTRACT DOES NOT OCCUR WITHIN THIRTY (30) DAYS OF THE DATE OF EXECUTION OF THIS CONTRACT BY SELLER AND BUYER, THEN THIS CONTRACT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT.

22. **Binder/Option Fee.** Seller acknowledges receipt of One Hundred Dollars ($100.00) paid to Seller by Buyer as a Binder/Option Fee, in consideration for which Seller shall be irrevocably bound by the terms of this Contract from and after the date of Seller's execution hereof. The Binder/Option Fee shall not be applied against the Purchase Price of the Property at Closing.

23. **Seller Possession After Closing Agreement**. Seller has disclosed to Buyer that Seller currently resides on the Property. At Closing, the parties shall execute and deliver to each other a "Seller Possession After Closing Agreement" in form substantially as shown by **Exhibit E** attached hereto and incorporated herein (the "Seller Possession After Closing Agreement") which would allow Seller to continue to reside on the Property and allow Seller, at Seller's sole cost and expense, to remove certain structures, improvements, fixtures, household furnishings and personal belongings from the Property for up to sixty (60) days after Closing. Seller, at Seller's sole expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of any such structures, improvements, fixtures, household furnishings and personal belongings from the Property. To secure Seller's timely vacation of the Property upon the expiration of the term of the Seller Possession After Closing Agreement, a portion of Seller's proceeds at Closing in the amount of [redacted] (the "Holdback Funds") shall be held by Escrow Agent and released to Seller upon the expiration of the Seller Possession After Closing Agreement provided that Seller has completely vacated the Property. If Seller remains on the Property after the expiration of the Seller Possession After Closing Agreement, the Holdback Funds shall be released to Buyer and the Holdback Funds shall be deemed the property of Horton. In the event Seller fails to execute and deliver to Buyer the Seller Possession After Closing Agreement at Closing or such agreement is deemed unnecessary by Seller prior to Closing, Seller shall have the

obligation to deliver exclusive possession of the Property to Buyer at Closing free and clear of any right of possession to all or any portion of the Property by any person or entity.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the dates shown below.

Seller:	**Buyer**:
	D.R. Horton, Inc.
DocuSigned by: Mary Beth Morgan Carlson 76D31120B1C94D2...	By: DocuSigned by: Bradford C Brundage 42FC2E06EBF7482...
Mary Beth Morgan Carlson	Bradford C. Brundage, East Region Vice President
Date: 11/9/2022	Date: 11/8/2022
DocuSigned by: G R Carlson 76D31120B1C94D2...	By: DocuSigned by: Elizabeth Shelton
Gregg R. Carlson	Libby Shelton, Division President
Date: 11/9/2022	Date: 11/8/2022

Pursuant to Section 21 above, the undersigned hereby ratifies this Contract on behalf of D.R. Horton, Inc.

DocuSigned by: M J Murray C9911D31F2B04B8...

Print Name: Michael J Murray

Title: Chief Operating Officer

Date: 1/12/2023

Exhibit A

Legal Description of the Land

BEING all of those two (2) parcels of land containing a total of approximately 20.79 acres of land located on or near US HWY 17, Wilmington, Pender County, North Carolina, and designated as Parcel Number 3271-64-5893 and 3271-65-9054 by Pender County, North Carolina; and being the same property described in Deed Book 3920 Page 157, Deed Book 4437 Page 161, and Deed Book 4667 Page 1997 at the Pender County Registry.

Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into ________________________, by and among: ______________________________ having as a mailing address: _________________________________ (hereinafter referred to as "Seller"); D.R. Horton, Inc. having as a mailing address: ______________________________________ (hereinafter referred to as "Buyer"); and ___________________ TITLE INSURANCE COMPANY, having as a mailing address: _________________________________ (hereinafter referred to as "Escrow Agent").

WITNESSETH

WHEREAS, Seller and Buyer have entered into that Land Purchase Contract having an Effective Date of ________________________, (hereinafter referred to as "the Contract") as to certain real property situated in _____________ County, North Carolina (hereinafter referred to as the "Property"); and

WHEREAS, Buyer and Seller have appointed ___________________ Title Insurance Company to hold all earnest money under the Contract in accordance with the terms of the Contract and this Agreement.

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Seller and Buyer hereby designate, constitute and appoint ___________________ Title Insurance Company as the "Escrow Agent" under this Agreement to hold all earnest money under the Contract, and ___________________ Title Insurance Company accepts such designation and appointment and agrees to act in accordance with the terms of the Contract and this Agreement. In the event or a conflict between the terms of this Agreement and those of this Agreement, the terms of the Contract shall control. Seller and Buyer agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or negligence of Escrow Agent or its agents, (b) that no releases or disbursements shall be made hereunder except upon consistent written instructions from both Seller and Buyer or their successors or assigns; and (c) that in the event of a dispute hereunder between Seller and Buyer (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and funds held by Escrow Agent, together with any such legal pleadings as it deems appropriate. Escrow Agent shall be indemnified, saved and held harmless by the Seller and Buyer for all of its expenses, costs and reasonable attorney's fees incurred in connection with such interpleader action.

2. Upon receipt of consistent written instructions from both Seller and Buyer, or their respective counsel, then Escrow Agent shall disburse the funds held in escrow in accordance with the written instructions signed by both Buyer and Seller, or their respective counsel. Said written instructions may be given in duplicate counterparts and by facsimile. Escrow Agent shall have the right to deduct any costs Escrow Agent has incurred for overnight delivery charges or wire transfer fees from the funds held prior to disbursement.

3. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent will not commingle funds received by it in escrow with funds of others and shall deposit such funds in a separate escrow account with a federally insured Bank. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

4. Escrow Agent shall not be liable for any loss or damage resulting from the following:

(a) Any default, error, action or omission of any other party;

(b) The expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business;

(c) Any loss or impairment of funds while on deposit with a federally insured Bank resulting from failure, insolvency or suspension of such institution; or

(d)Escrow Agent's complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

5. Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

6. The terms and provisions of this Agreement are for the benefit of Seller, Buyer and Escrow Agent and their respective successors and assigns only. Nothing contained herein shall be deemed or construed to inure to the benefit of any other person or party, it being the express intent of Seller, Buyer and Escrow Agent that no such person party shall be entitled to any of the benefits hereof,

except as herein expressly provided.

7. Time is of the essence of this Agreement.

8. This Agreement is intended as a contract under the laws of the State of ______________ and shall be governed thereby and construed in accordance therewith.

9. This Agreement may be executed by facsimile signatures, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

10. Any interest earned on the funds held in escrow shall accrue to the benefit of Buyer, whose tax identification number is ________________.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day, month and year first above written.

NOTE: THIS IS AN EXHIBIT. INITIAL ONLY – DO NOT EXECUTE.

Exhibit C

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made as of the ____ day of _________, 20__, by ________________________, a ________________ ("**Seller**"), to D.R. Horton Inc., a Delaware corporation ("**Buyer**").

WHEREAS, of even date herewith, Seller has conveyed to Buyer the land described in Exhibit "A" attached hereto ("**Land**"), together with all improvements (the "**Improvements**") located thereon (the Land and Improvements are referred to herein collectively as the "**Property**"); and

WHEREAS, Seller and Buyer intend that Seller also convey to Buyer all of the Conveyed Property Rights (as hereinafter defined).

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Seller has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Buyer all of Seller's right, title and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**"):

(a) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(c) all licenses, permits, governmental approvals, utility commitments, utility rights (including rights to capacity or service), drainage and detention rights, development rights or other similar rights, inclusive of any prepaid impact fees, impact fee credits or other similar development credits (but excluding any rights to MUD reimbursables other than reimbursement rights (i) accruing to Buyer by reason of funds expended by Buyer, or on behalf of Buyer, after the date hereof, or (ii) otherwise expressly agreed to by Seller in writing pursuant to the contract of sale for the Land by and between Seller and Buyer);

(d) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

(e) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(f) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Buyer and Buyer's successors and assigns forever.

2. This Assignment shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Buyer, nor shall it be deemed to impose on Buyer any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Seller assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

4. Seller and Buyer will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

EXECUTED as of the date first above written.

NOTE: THIS IS AN EXHIBIT. INITIAL ONLY – DO NOT EXECUTE.

Exhibit D

Permitted Exceptions

1. Ad valorem taxes for the year of Closing (to be prorated) and subsequent years.
2. Utility easements and rights-of-ways of record that do not materially affect Buyer's intended use or the value of the Property.
3. All matters appearing on record and not objected to by Buyer prior to expiration of the Examination Period.
4. All matters that would be revealed by an accurate and complete survey of the Property, which are not objected to prior to expiration of the Examination Period.
5. Subject to matters shown on recorded Map Book 20 Page 7.
6. Subject to matters shown on recorded Map Book 56 Page 28.
7. Subject to matters shown on recorded Map Book 56 Page 79.
8. Easement recorded in Book 386 Page 192.
9. Easement to AT&T recorded in Book 1216, Page 53
10. Right of Way to the North Carolina Department of Transportation recorded in Book 1221 Page 337.
11. Title to any portion of the Property within the current right-of-way of U.S. 17.
12. Title to any portion of the Property lying withing the bounds of the railroad right of way of Seaboard Coastline Railroad.

- END –

Exhibit E

SELLER POSSESSION AFTER CLOSING AGREEMENT

Mary Beth Morgan Carlson and Gregg R. Carlson (hereinafter collectively referred to as "Seller") has entered into a Land Purchase Contract dated ________________, 2022 (the "Contract") with **D.R. Horton, Inc.,** a Delaware corporation ("Horton") to sell to Horton that certain tract of land described in **Exhibit A** attached hereto and incorporated herein ("Property"). Seller desires to remain in possession of the Property on or after the Closing date until sixty (60) days after the Closing date pursuant to the Contract, and Seller and Horton, in consideration of the provisions set forth below, do hereby agree as follows as part of this Seller Possession After Closing Agreement (the "Agreement"):

1. Except for the removal of the buildings, improvements, fixtures, remaining household furnishings and personal belongings from the Property specifically identified in **Exhibit B** attached hereto and incorporated herein (collectively, the "Removal Property"), Seller shall not alter, modify, damage or fail to maintain the Property in its condition at Closing. In the event that the Property is altered, modified, damaged or not maintained by the Seller in its condition at Closing (except for the removal of the Removal Property), Seller agrees to pay all costs necessary to correct any alterations, modifications or damage to the Property to bring the Property back to the condition it was in at Closing. Furthermore, Seller, at Seller's sole expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of the Removal Property from the Property. Any Removal Property that remains on the Property after the expiration of the Term (as defined below) or earlier termination of this Agreement shall be deemed abandoned by Seller and shall be deemed the property of Horton.

2. The term of this Agreement shall commence on the Closing date under the Contract and terminate at 11:59 p.m. Eastern time on that date which is sixty (60) days following the Closing date (the "Term"), unless sooner terminated pursuant to the terms of this Agreement. During the Term, Seller shall pay **no** rental for its occupancy of the Property.

3. In any event, Seller shall vacate the Property no later than the expiration of the Term of this Agreement. Time is of the essence with regard to this time and date. In the event Seller intends to vacate the Property prior to the aforesaid date, then Seller shall provide Horton, its successors and assigns with written notice at least three (3) days in advance of vacating the Property.

4. To secure Seller's timely vacation of the Property upon the expiration of the Term of this Agreement, a portion of Seller's proceeds at Closing in the amount of [redacted] (the "Holdback Funds") shall be held by Escrow Agent (as defined in the Contract) and released to Seller upon the expiration of the Term of this Agreement provided that Seller has completely vacated the Property. If Seller remains on the Property after the expiration of the Term of this Agreement, Escrow Agent shall immediately release the Holdback Funds to Horton and the Holdback Funds shall be deemed the property of Horton.

5. Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (water, sewer, gas, electricity, etc.) until the Property is vacated by Seller pursuant to this Agreement.

6. Seller shall be responsible for lawn maintenance and trash removal until the Property is vacated by Seller pursuant to this Agreement. If any third party contractors or vendors work on the Property for Buyer during the Term of this Agreement, those contractors and vendors shall not contract directly with Seller and must contract directly with Horton on Horton's approved form vendor agreement. Any such contractors and vendors must have appropriate insurance coverage, as required pursuant to Horton's vendor agreement. Notwithstanding the foregoing, this provision shall not apply to any contractors or vendors which Seller procures for removing the Removal Property.

7. Seller shall admit Horton, its successors and assigns, and their authorized agent at reasonable times for the purpose of inspecting the Property and performing any work on the Property deemed necessary by Horton, in its sole discretion, in connection with Horton's planned development of the Property.

8. Seller shall procure and/or maintain in effect a policy of insurance covering Seller's personal property located on the Property, and insuring against any liability which may arise out of, or by virtue of, the use and occupancy of the Property by Seller, Seller's agents, employees and/or contractors. The property damage coverage under such policy shall be for full replacement value. The liability coverage under such policy shall be not less than $1,000,000.00 per occurrence. Seller shall cause Horton and its successors and assigns to be named as an additional insured on such policy, and shall provide Horton and its successors and assigns with a certificate of insurance evidencing such coverage at closing under the Contract. Risk of loss or damage to the Property by fire or other casualty shall remain with Seller until Seller has completely vacated the Property. Seller hereby releases Horton and its successors and assigns from any liability for any loss, cost or damage coverable by the insurance to be procured and maintained by Seller hereunder, and Seller shall look solely to such insurance for recovery of any such loss, cost or damage. The policy of insurance required to be carried by Seller hereunder shall include a waiver of subrogation to any and all claims of Seller against Horton and its successors and assigns.

9. Seller shall indemnify and hold Horton and its successors and assigns harmless from and against any and all liability, fines, suits, claims, demands, actions, costs, and expenses of any kind or nature whatsoever caused by or arising out of, or in any manner connected with any damage to any property, including the Property itself, occasioned by the Seller's use and/or occupancy of the Property from the date of Closing to the date of vacating the Property, including intentional or negligent acts by Seller, Seller's family, and/or agents and employees of Seller, or any injury to person or persons, including death, or any damage occurring in or about the Property and resulting from or occasioned by Seller's use and/or occupancy of the Property from the date of Closing to the date of vacating the Property.

10. Seller shall not sublet the Property or assign this Agreement. Horton may assign its rights and obligations hereunder. This Agreement shall not be recorded with the county register of deeds.

11. Should any action be instituted by Horton and its successors or assigns to recover any rent or damages based on the provisions of this Agreement, Seller agrees to pay all of Horton's and its successors' and assigns' legal expenses not to exceed an amount which would normally be allowed for said expenses.

12. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of Seller and Horton, their respective heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Agreement are merged herein and shall have no further force or effect. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

13. THIS AGREEMENT IS INTENDED ONLY TO GIVE SELLER THE RIGHT TO POSSESSION FOR A LIMITED PERIOD FOLLOWING CLOSING AND IS NOT INTENDED TO ESTABLISH A LANDLORD AND TENANT RELATIONSHIP.

SIGNATURES ON NEXT PAGE

Seller:

____
Mary Beth Morgan Carlson

Date: ______________________________

____
Gregg R. Carlson

Date: ______________________________

Horton:

D.R. Horton, Inc.

By:______________________________

Print Name:______________________________

Title: ______________________________

Date: ______________________________

Exhibit A [to the Seller Possession After Closing Agreement]

INSERT LEGAL DESCRIPTION OF PROPERTY

Exhibit B [to the Seller Possession After Closing Agreement]

Removal Property

[TO BE INSERTED]

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the “S”, “PM” or “D” is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying

Pender County
REZONE 2023-44: Request to rezone two parcels totaling 20.13 acres from Residential Performance to Planned Development

TO:	Planning Board
FROM:	Greg Feldman
DATE:	April 4, 2023
SUBJECT:	REZONE 2023-44: Request to rezone two parcels totaling 20.13 acres from Residential Performance to Planned Development

SUMMARY:
DR Horton, Inc., applicant, on behalf of Mary Beth Morgan Carlson, owner, is requesting the approval of a Zoning Map Amendment to rezone two tracts of land totaling approximately 20.1 acres from the RP, Residential Performance zoning district to the PD, Planned Development zoning district. The subject properties are located on the west side of US Hwy 17 approximately .85 miles north of Scotts Hill Loop Rd in the Topsail Township and may be further identified by Pender County PINs 3271-64-5893-0000, 3271-65-9054-0000.

ACTION REQUESTED:
To hold a public hearing and consider the rezoning request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Purchase Contract
5. Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-44
ZONING MAP AMENDMENT APPLICATION

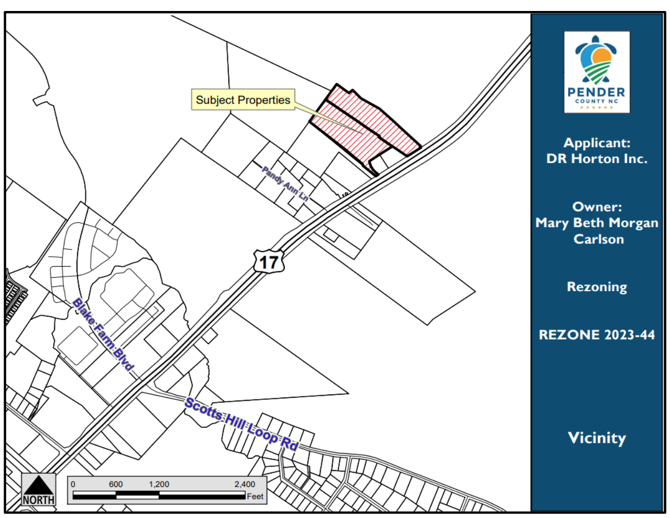
APPLICATION SUMMARY	
Case Number	REZONE 2023-44
Hearing Dates	April 4, 2023, Planning Board May 15, 2023, Board of Commissioners
Applicant	DR Horton Inc
Property Owner	Mary Beth Morgan Carlson
Parcel Identification Number(s)	3271-64-5893-0000, 3271-65-9054-0000
Proposed Rezoning Area	20.13
Township	Topsail
Pender 2.0 Future Land Use Category	Medium Density Residential, Neighborhood Mixed Use

REZONING PROPOSAL

DR Horton Inc., applicant, on behalf of Mary Beth Morgan Carlson, owner, is requesting the approval of a Zoning Map Amendment to rezone approximately 20.13 acres across two tracts from the RP, Residential Performance zoning district to the PD, Planned Development zoning district.

LOCATION

The subject properties are located along US Hwy 17 approximately 0.8 miles north of Scotts Hill Loop Road and are located within the Topsail Township.



REZONING PROPOSAL

The applicant is proposing to rezone 20.13 acres across two tracts of land from the RP, Residential Performance zoning district to the PD, Planned Development zoning district. The intent of PD, Planned Development district is to encourage progressive land planning and design concepts and is intended to provide an alternative to a conventional development. The PD Districts allows projects of innovative design and layout that may not otherwise be permitted under this Ordinance due to the strict application of zoning district or general development standards. The PD District shall not be used as a means of circumventing the County's adopted land development regulations. Maximum density is determined by the Future Land Use Classification within the adopted land use plan.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the PD, Planned Development zoning district. However, any future development of the site must comply with the standards of the PD, Planned Development zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Associated Future Land Use Map Amendment Application (REZONE 2023-43 FLUMA):

The applicant has also submitted a Future Land Use Map Amendment request (see case REZONE 2023-43 FLUMA) for both subject properties included in this application. The applicant has requested that both tracts be reclassified from the Medium Density Residential and Neighborhood Mixed Use underlying classifications to the Regional Mixed Use classification. Should the Future Land Use Map Amendment be approved, the site could be developed in accordance with the allowable density within the Regional Mixed Use classification which allows up to 15 dwelling units per acre for multifamily, and up to 10 dwelling units per acre for conventional single family.

Intent of the Planned Development Zoning District

The Planned Development District encourages progressive land planning and design concepts and is intended to provide an alternative to a conventional development. The PD Districts allows projects of innovative design and layout that may not otherwise be permitted under this Ordinance due to the strict application of zoning district or general development standards. The PD District shall not be used as a means of circumventing the County's adopted land development regulations. Maximum density is determined by the Future Land Use Classification within the adopted land use plan.

Purpose of the Planned Development Zoning District

1) To allow for greater freedom in providing a mix of uses within one development, including a mix of housing types, lot sizes, densities, and non-residential uses;
2) To promote quality urban design and environmentally sensitive development by incorporating walkable, compact, pedestrian and transit friendly development and by allowing development to take advantage of special site characteristics, locations, and land uses;
3) To promote quality urban design and environmentally sensitive development by preserving critical environmental resources, providing above-average open space amenities, incorporating creativity in the layout of buildings, open space and circulation systems, assuring compatibility with surrounding land uses and neighborhood character, and providing efficiency in the layout and provision of roads, utilities, and other infrastructure;
4) To create contiguous green space within and across the boundaries of development site(s) and promote interconnected greenways and corridors throughout the County;
5) To reduce the amount of infrastructure necessary for development, including paved surfaces and utility easements, by permitting clustering of houses and structures;
6) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation;
7) To preserve unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat;
8) To protect prime agricultural land and preserve farming as an economic activity;
9) To preserve important historic and archaeological sites;
10) To protect scenic views;
11) To achieve any other goals as stated within adopted County land use and transportation plans, and/or any other adopted County plans.

Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the PD, Planned Development zoning district would apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (Planned Development)	
Front	(1)
Side	(1)
Rear	(1)
Corner	(1)
Max. Height	(1)
Structure Separation	(1)

1) Dimensional standards in the Planned Development (PD) and Residential Mixed (RM) Districts are required to be specified on a Master Development Plan.

Allowable Uses

Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the PD, Planned Development zoning district. The table below provides a general list of typical developments permitted in the PD, Planned Development zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	PD, Planned Development
Residential Uses	≈ 8 uses by-right (SFD: Detached-Conventional, SFD-Attached: Duplex, Multifamily (condominium/apartment), Upper Story Residential) ≈ 1 use w/ SUP (Cottage Occupation)
Commercial Uses	≈ 66 uses by-right (Artisan Manufacturing, Food and Beverage Stores, Miscellaneous Store Retailers, Real Estate and Rental and Leasing, Nursing and Residential Care Facilities, etc.) ≈ 10 uses w/ SUP (Electric Bulk Power Transmission & Control, Sewage Treatment Facilities*, Child Care Center, etc.)

TRANSPORTATION INFRASTRUCTURE

Access

The subject area consists of two parcels. Both Parcel PIN: 3271-64-5893-0000 and 3271-65-9054-0000 have direct access to US Hwy 17.

Traffic

Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

The traffic information below shows the volume and planned capacity.

NCDOT Average Annual Daily Traffic (AADT) – 2021[1]

Road	Location	Volume	Planned Capacity	V/C
US HWY 17	Between Pandy Ann Lane and Christian Chapel Rd	40,500	41,369	0.98

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) via the east side of US Hwy 17. It is unknown if sewer is available via US Hwy 17. The method of water and sewer services will be determined when a site-specific development plan is submitted for review.

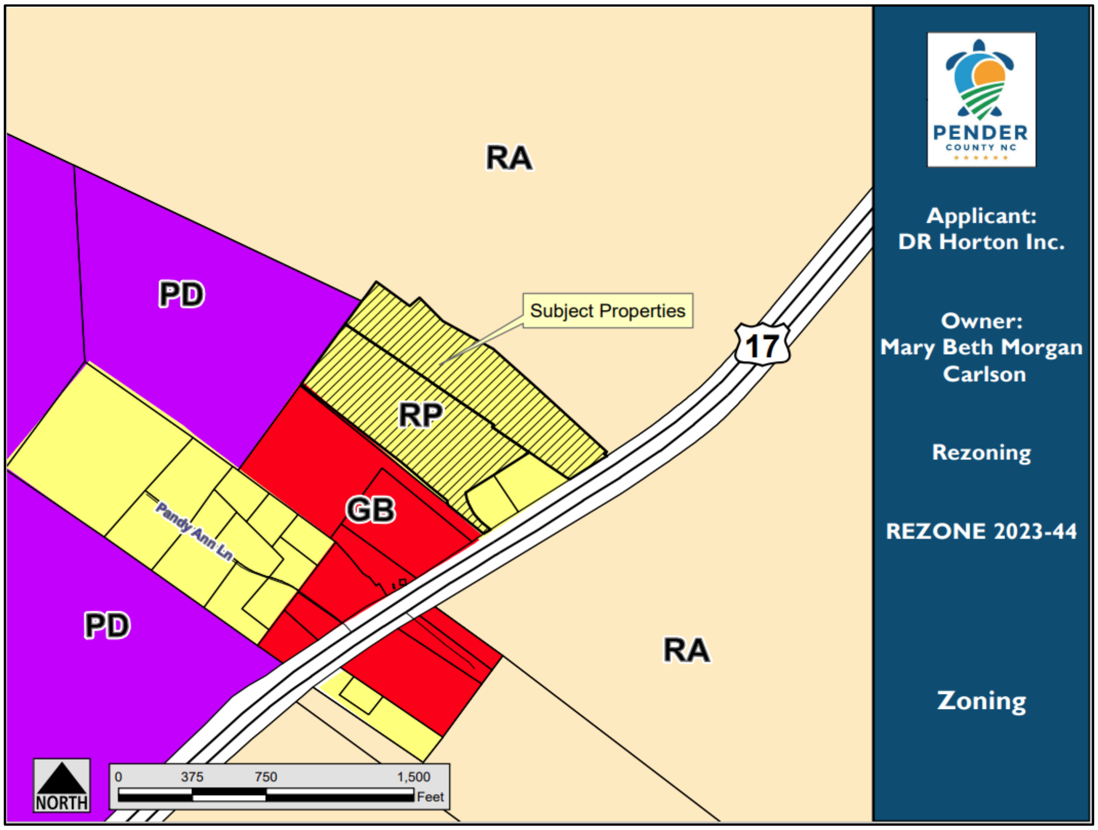
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands are subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

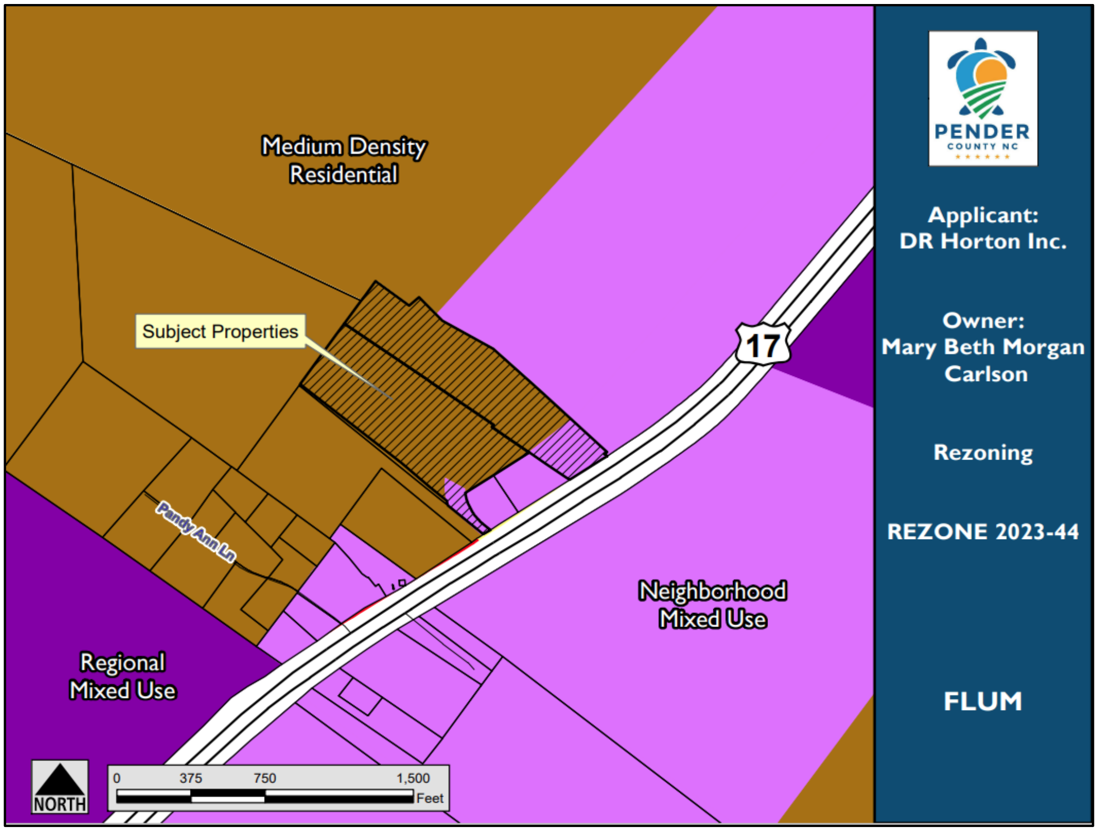
EVALUATION

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Vacant	RA, Rural Agricultural
East	Vacant	RA, Rural Agricultural
South	Commercial, Vacant	GB, General Business, RA, Rural Agricultural
West	Commercial, Vacant	PD, Planned Development, GB, General Business

Surrounding Zoning
The subject properties, PIN:3271-64-5893-0000 and 3271-65-9054-0000, are currently within the RP, Residential performance zoning district. Properties immediately adjacent to the subject properties are currently zoned RA, Rural Agriculture, PD, Planned Development and GB, General Business as indicated by the zoning map and table above.



Pender 2.0 Comprehensive Land Use Plan Compliance
The subject properties are located within two Future Land Use Classifications. Both properties are located in the Medium Density Residential and the Neighborhood Mixed Use Future Land Use Classification within the Pender 2.0 Comprehensive Land Use Plan and as shown above in the Future Land Use Map. According to Pender County GIS, approximately 1.9 of the total 20.13 acres between both subject properties are located within the Neighborhood Mixed Use Future Land Use Classification while the remaining ~18.2 acres are within the Medium Density Classification.

Medium Density Residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the

County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

Neighborhood Mixed Use allows for a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The Neighborhood Mixed Use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three-mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. This future land use classification is not intended to be solely reserved for mixed use developments. Single use developments that contribute toward an integrated land use pattern of appropriate commercial, office, civic, and Medium Density Residential uses are encouraged. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller. These areas should be served by water and sewer infrastructure. Development density within this category allows for up to 10 units per acre for residential development.

The proposed zoning district, PD, Planned Development, is consistent with the Medium Density Residential classification since this zoning designation would support Pender County's growing population by strategically locating more dense residential development in an area that will not create conflicts with existing neighborhoods and would be in close proximity to supporting services and a mixture of development types. The Neighborhood Mixed Use classification also encourages higher density single-family residential uses with an allowable density of up to 10 units per acre.

In addition to consistencies with the existing Future Land Use classifications for the subject properties, the requested PD, Planned Development zoning district is also consistent with the proposed Future Land Use classification of Regional Mixed Use (see REZONE 2023-43 FLUMA) because it will also allow for more dense development in an area experiencing an influx of multifamily and a generally dense development pattern. It is important to note that any Planned Development district relies on the Pender 2.0 Future Land Use Plan to determine allowable land uses and densities.

In addition to consistency with the Future Land Use Map, the proposal was found to be consistent with the following six policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.C: Coordination with Infrastructure/Services: The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.E: Compatible Development: The County supports new commercial and multi-family developments that blend with surrounding neighborhoods and limit traffic, noise, and light impacts on existing residential uses.

Policy 5.1.H: Mixed Use Development: The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Policy 5.1.J: Multi-family Residential Development and Infrastructure: The County shall coordinate the expansion of multi-family residential development with the availability of water and sewer infrastructure.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and six policies within the Pender 2.0 Comprehensive Land Use Plan. Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
   1. be detrimental to the natural environment,
   2. adversely affect the health, safety, or welfare of residents or workers in the area,
   3. be detrimental to the use or development of adjacent property,
   4. materially or adversely affect the character of the general neighborhood, and
   5. be reasonable as it relates to the public interest.

B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;

C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies and objectives in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.D: Focused Growth and Development**
- **5.1.E: Compatible Development**
- **5.1.H: Mixed Use Development**
- **5.1.C: Coordination with Infrastructure/Services**
- **Policy 5.1.J: Multi-family Residential Development and Infrastructure**
- **Policy 5.1.V: Residential Development**

The proposed rezoning is consistent with the Neighborhood Mixed Use and Medium Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED

APPROVED	DENIED	UNANIMOUS

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	**Date**	
Application Fee	$	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	DR Horton, Inc.	**Owner's Name:**	Carlson, Mary Beth Morgan
Applicant's Address:	4049 Belle Terre Blvd.	**Owner's Address:**	8139 Market Street
City, State, & Zip	Myrtle Beach, SC 29579	**City, State, & Zip**	Wilmington, NC 28411
Phone Number:	843 737 2904	**Phone Number:**	910-520-3333
Email Address:	WHRiddick@drhorton.com	**Email Address:**	carolinacarlsonsmgail.com
Legal relationship of applicant to landowner:	Purchaser / Developer		

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3271-64-5893-0000 3271-65-9054-0000	**Total property acreage:**	20.13
Current Zoning District:	RP	**Proposed Zoning District:**	PD
Project Address:	11471 US Hwy 17, Wilmington, NC 28411		
Description of Project Location:	From Wilmington, N on Hwy 17, 0.83 miles past Blake Farm Blvd & turn left onto gravel drive. Go past Duke transfer station and property is on your right.		

SECTION 3: SIGNATURES

Applicant's Signature	DocuSigned by: Elizabeth Shelton	**Date:**	2/1/2023
Applicant's Name Printed	Elizabeth Shelton	**Date:**	2/1/2023
Owner's Signature	DocuSigned by: Mary Beth Morgan Carlson	**Date:**	2/1/2023
Owner's Name Printed	Mary Beth Morgan Carlson	**Date:**	2/1/2023

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees: (***$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ **$**__________	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # ______

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
- ☐ **Planning Board:**
- ☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

ENGINEERS

SURVEYORS

PLANNERS

February 3, 2023 M&C 04245-0038 (40)

Pender County Planning
805 South Walker Street
Burgaw, NC 28425

RE: Carlson Tracts
(Zoning Map Amendment)

Pender County Planning Department:

We submit the following to serve as the application narrative required as part of the Zoning Map Amendment submission for the above referenced area.

The applicant, DR Horton, Inc., is applying for approval for a Zoning Map Amendment for two tracts of land referred to as the Carlson Tracts. The Pender County Parcel Identification Numbers (PINs) for the two tracts are: 3271-64-5893-0000 and 3271-65-9054-0000, with combined acreage of approximately 20.13 acres.

Current parcel information is described in the following table:

Owner	Owner Address	PIN	Zoning	Acreage
Carlson, Mary Beth Morgan	8139 Market Street Wilmington, NC 28411	3271-64-5893-0000	RP	10.6*
Carlson, Mary Beth Morgan	8139 Market Street Wilmington, NC 28411	3271-65-9054-0000	RP	10.19*
			Total:	± 20.13

*Per Pender County GIS (1/30/23)

DR Horton, Inc. is in contract with the property owner to purchase both tracts, contract documentation is included in this application package.

Concurrent with this Zoning Map Amendment application, the applicant is submitting a Future Land Use Plan Amendment to change the Future Land Use classification of the two parcels from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use.

This Zoning Map Amendment is for the Carlson Tract to be amended from Residential Performance (RP) to Planned Development (PD) zoning designation.

243 North Front Street
Wilmington, NC 28401
910.343.1048
Fax 910.251.8282
www.mckimcreed.com

The proposed Planned Development (PD) zoning district at this location will be in alignment with the Pender County Unified Development Ordinance (UDO) and is supported by the goals of the Pender 2.0: Comprehensive Land Use Plan for the following reasons:

1. **The range of uses permitted by the proposed change are appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).**
    a. The permitted land use category of Planned Development allows for a mix of uses within the overall master planned development that can best support Pender County Residents.
    b. The PD classification allows for greater flexibility of design which would assist in preserving any environmentally sensitive areas that may be present.
    c. The PD classification promotes pedestrian and transit friendly development, beneficial to the health and safety of residents and / or workers in the area.
    d. The Carlson Tract's adjacency to both US 17 and the Blake Farm Planned Development maintains a consistent character with adjacent properties and the general neighborhood. The Carlson Tract as PD zoning reinforces the goals of the UDO and Future Land Use Plan by filling in an existing gap of Regional Mixed Use with PD zoning along the US 17 corridor.

2. **Adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change**
    a. In utilizing the flexibility of the PD, structures may be clustered to reduce utility infrastructure compared to that of a traditional development.
    b. The Carlson Tract is positioned to utilize existing transportation infrastructure in support of the PD zoning and the Comprehensive Land Use plan.
    c. Pender County Utilities is actively coordinating construction and permitting activity to support expanded potable water capacity via new public facilities including wells, water mains, water towers, and a reverse osmosis plant. This planned infrastructure will directly support this area.
    d. Pluris, LLC has existing wastewater infrastructure adjacent to this area with potential available capacity to support development intensity associated with the proposed PD zoning.

3. The proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

a. The PD zoning is consistent with the Comprehensive Land Use Plans goal of clustering land use mixes and densities along US 17 and the adjacent PD zoning tracts.
b. The Carlson Tract is not included within any areas of environmental concern, according to the CAMA Land Use Plan, thus supporting the PD Zoning.

4. The proposed amendment is reasonable as it relates to the public interest.

a. The mix of uses permitted with PD zoning is beneficial to the public interest as it offers a variety of land uses in a location close to other goods and services.
b. The flexibility of design in PD zoning promotes pedestrian friendly development, connectivity within the site and to other sites, and encourages the preservation of open space.

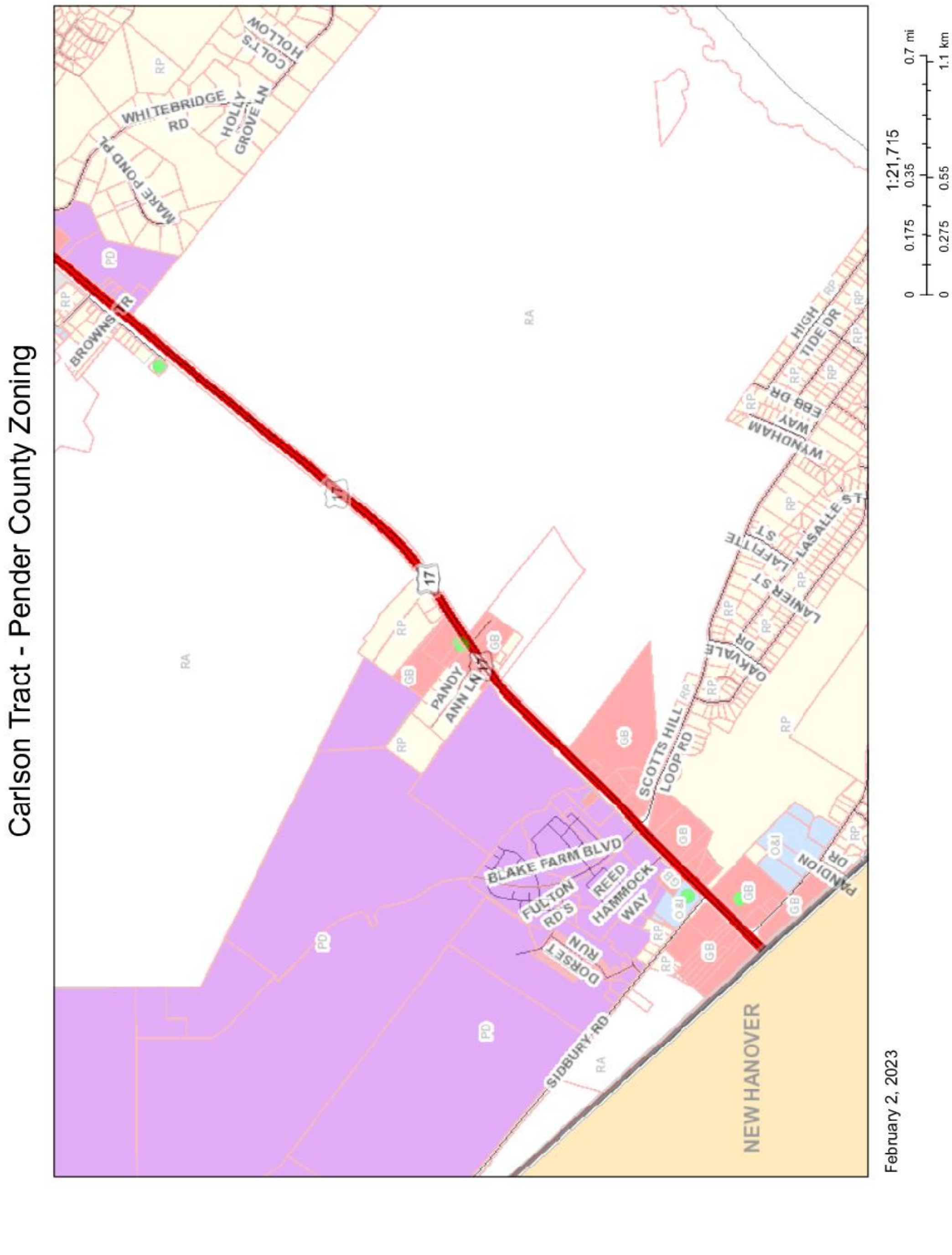
For these reasons and in the applicant's opinion, this proposed zoning map amendment is in alignment and is substantially compliant with the goals and policies of the Comprehensive Land Use Plan.

Respectfully,
McKIM & CREED, INC.

Trae H. Livick, PE
Project Engineer

Enclosure: Exhibit A: Carlson Tract - Future Land Use Vicinity Map

EXHIBIT A



McKIM&CREED

NORTH CAROLINA
PENDER COUNTY

COASTAL CAROLINA DIVISION
CARLSON TRACT

Land Purchase Contract

THIS LAND PURCHASE CONTRACT (this "Contract") is made by and between **D.R. Horton, Inc.**, a Delaware corporation ("Buyer") and **Mary Beth Morgan Carlson and Gregg R. Carlson** ("Seller"). Both parties state and acknowledge as follows:

A. Seller owns certain land located in Pender County, North Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Land"). The Land, all rights, permits, privileges, licenses and easements appurtenant thereto, and all vegetation located thereon, are hereinafter collectively referred to as the "Property."

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

THEREFORE, for and in consideration of the reciprocal covenants stated herein, the parties agree as follows:

1. **Conveyance**. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions stated herein.

2. **Effective Date**. The "Effective Date" means the last of the following dates: (a) the date this Contract is executed by Buyer, (b) the date this Contract is executed by Seller, or (c) the date of Buyer's corporate ratification, as required by Section 21 below.

3. **Purchase Price.** <u>The purchase price of the Property</u> (the "Purchase Price") shall be [redacted]. The Purchase Price shall be payable at closing on the sale and purchase of the Property ("Closing") by delivery of cash or other immediately available funds, subject to adjustments, prorations and credits as herein provided.

4. **Earnest Money**.

a. Within ten (10) business days of the Effective Date, the parties shall execute an escrow agreement in form substantially as shown by **Exhibit B** <u>attached hereto and incorporated herein (the "Escrow Agreement"), whereupon Buyer shall deposit the sum of</u> [redacted] (the "Earnest Money") with Chicago Title Company, LLC ("Escrow Agent"). The Escrow Agent shall deposit such cash in an escrow account with a federally insured bank, as required by the Escrow Agreement. Buyer shall determine, at Buyer's sole discretion, whether the escrow account shall be interest-bearing; however, any interest earned on any funds held in escrow shall be for the benefit of Buyer.

b. Escrow Agent shall hold and disburse the Earnest Money pursuant to the terms of this Contract and the Escrow Agreement. Upon the request of either party, the other party shall promptly execute and deliver written instructions to the Escrow Agent to disburse the Earnest Money as required by this Contract. Notwithstanding any other provision herein, at Closing hereunder, all Earnest Money held by the Escrow Agent shall be credited to Buyer in full towards the Purchase Price.

5. **Primary Contingencies; Definitions.**

a. <u>Primary Contingencies</u>. Buyer's obligation to close on the purchase of the Property under this Contract is contingent upon each and all of the following (collectively, the "Primary Contingencies"): (1) all of Seller's warranties, representations and covenants contained in this Contract shall be and remain true, correct, complete and fully performed; (2) all applicable governmental authorities having jurisdiction over the Property, including, without limitation, Pender County and the State of North Carolina (and their respective agencies) (collectively and as applicable, the "Governing Jurisdiction") shall have issued all final, non-appealable site plan approvals, construction plan approvals, zoning approvals, variances, land disturbance permits, building permits, wetlands permits, curb cut approvals, and other Federal, State and municipal approvals and permits that Buyer deems, in its reasonable discretion, necessary or desirable for the development of the Property (collectively the "Approvals"), including but not limited to (a) Final Plat Approval (as defined below) with conditions to approval of the final subdivision plat acceptable to Buyer in Buyer's reasonable discretion, (b) Final Sewer Approval (as defined below), (c) Final Water Approval (as defined below), (d) Apartment Site Approvals (as defined below), and (e) Office Building Approvals (as defined below); (3) there shall have occurred no material adverse change in the physical (including environmental) conditions of the Property from the conditions existing as of the Effective Date; (4) all Offsite Easements (as defined below) reasonably required for Buyer's intended use and/or development of the Land shall be existing of record, appurtenant to the Land, and part of the Property; and (5) Seller shall be ready, willing and able to deliver good and marketable title (as defined in below) to the Property to Buyer, and Buyer's title insurer (the "Title Company") shall be prepared to issue a standard ALTA owner's form title policy insuring good and marketable fee simple title to the Property, including all appurtenant easements and interests, with a liability limit in the amount of the Purchase Price at standard premium rates. In connection with Buyer's applications for and efforts to obtain the Approvals, Seller shall cooperate with Buyer's efforts and shall execute such applications and take such actions as are reasonably requested by Buyer. Should any of the Primary Contingencies not be satisfied or waived by Buyer prior to Closing, then Buyer, at its option, may terminate this Contract by giving written Notice to Seller, in which event, all of the Earnest Money shall be immediately refunded to Buyer; provided, however, if Buyer elects to terminate this Contract pursuant to this Section 5.a. as a result of either of the Primary Contingencies designated above as (2) and (4) not being satisfied or waived by Buyer <u>after Buyer has delivered Notice of Suitability for the Property (as provided in Section 10(c))</u> but prior to Closing, then [redacted] shall be immediately released to Seller and the remainder of the Earnest Money shall be immediately refunded to Buyer.

b. <u>Final Plat Approval</u>. As used herein, "Final Plat Approval" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of a subdivision plat of the Land creating residential lots out of the Land (the "Final Plat"), on terms and conditions acceptable to Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Property pursuant to the subdivision plat. Seller agrees to cooperate in obtaining Final Plat Approval, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with obtaining Final Plat Approval.

c. <u>Final Sewer Approval</u>. As used herein, "Final Sewer Approval" means that Buyer has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Buyer, that sufficient sewer capacity exists to serve all lots and amenities shown by the Final Plat, the Apartment Site (as defined below) and the Office Building Site (as defined below), and that Buyer shall be allowed to utilize that sewer capacity to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Side, without any conditions or restrictions unacceptable to Buyer. Seller agrees to cooperate in obtaining Final Sewer Approval for the Property, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with the sewer taps and Final Sewer Approval.

d. <u>Final Water Approval</u>. As used herein, "Final Water Approval" means that Buyer has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Buyer, that sufficient water capacity exists to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Site, and that Buyer shall be allowed to utilize that water capacity to serve all lots and amenities shown by the Final Plat, the Apartment Site and the Office Building Site, without any conditions or restrictions unacceptable to Buyer. Seller agrees to cooperate in obtaining Final Water Approval for the Property, including signing such applications and attending such meetings as may be required by Buyer. Buyer shall pay all fees required by the Governing Jurisdiction in connection with Final Water Approval.

e. <u>Apartment Site Approvals</u>. As used herein, "Apartment Site Approvals" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of the development of a portion of the Land (the "Apartment Site") into a residential apartment complex or residential apartment complexes, on terms and conditions approved by Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Apartment Site pursuant to such approvals. Seller agrees to reasonably cooperate in obtaining Apartment Site Approvals, including signing such applications and attending such meetings as may reasonably be required by Buyer, at no cost or liability to Seller.

f. Office Building Approvals. As used herein, "Office Building Approvals" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of the development of a portion of the Land (the "Office Building Site") into an office building or office buildings, on terms and conditions approved by Buyer, and (2) that Buyer shall be authorized by the Governing Jurisdiction to develop the Office Building Site pursuant to such approvals. Seller agrees to reasonably cooperate in obtaining Office Building Site Approvals, including signing such applications and attending such meetings as may reasonably be required by Buyer, at no cost or liability to Seller.

g. Offsite Easements. As used herein, "Offsite Easements" means: (1) those permanent utility easements located outside of the boundaries of the Land that may be needed to construct utility infrastructure necessary for the development of the Property; (2) those permanent road widening easements located outside of the boundaries of the Land that may be required by the Governing Jurisdiction in connection with the development of the Property; (3) the permanent access easement over, across and through an adjoining parcel of land now or formerly owned by Duke Energy Progress, Inc. and located near the southwestern portion of the Land for the purpose of installing additional access road(s) to serve the Property; and (4) any temporary construction easements located outside of the boundaries of the Land that may be related to the aforementioned easements or may be needed in connection with the development of the Property.

6. **Closing and Possession**. Closing shall be held no more than thirty (30) days after the later of: (a) the date on which Buyer delivers Notice of Suitability for the Property (as provided in Section 10(c)), or (b) the date on which all conditions to Buyer's obligation to close have been either satisfied or waived by Buyer; provided that Closing must take place on a Tuesday, Wednesday or Thursday that is a business day (a "Permitted Closing Day"), and may be extended no more than an additional five (5) days in order to be scheduled on one of those days of the week. Closing shall be held at a time, date and location designated by Buyer. Buyer shall notify Seller as to the scheduled date of Closing at least thirty (30) days prior to Closing. Seller, at Seller's expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of any improvements from the Property. At Closing, Seller shall deliver a special warranty deed conveying fee simple title to the Property in recordable form acceptable to Buyer in Buyer's reasonable discretion (the "Deed"). At Closing, Seller shall also execute and deliver to Buyer a general assignment of rights against third-parties in the form of **Exhibit C** attached hereto and incorporated herein, and specific assignments of any Seller Entitlements (defined below) that Buyer desires to assume, including any consents to such assignments from the applicable authority if required. Except as otherwise provided in Section 23 below, Seller shall deliver exclusive possession of the Property to Buyer at Closing.

7. **Closing Costs and Prorations.** Seller shall pay the state transfer tax, the cost of preparation of the deed, the cost of satisfaction of any liens on the Property, Seller's attorneys' fees and all other expenses incurred by Seller related to Closing. Buyer shall pay Buyer's attorneys' fees, the cost of any title search and survey and the cost for preparation and issuance of an owner's title insurance policy. Ad valorem taxes on the Property for the tax year of Closing shall be prorated between Seller and Buyer as of Closing based on the latest assessment available. Should such proration be inaccurate based on the actual ad valorem tax bill when received, either party shall be entitled, upon demand, to adjustment of the proration and corresponding reimbursement from the other party. Seller shall be responsible for and shall pay any past due taxes; provided, however, Buyer, and not Seller, shall be responsible for and shall pay any roll-back taxes or other taxes attributable to the Property having been assessed or exempted for agricultural or other special uses prior to Closing, whether such taxes become due before, at or after Closing. The provisions of this Section shall survive Closing.

8. **Conveyance of Title.** At Closing, Seller shall convey good and marketable title to the Property to Buyer pursuant to the Deed. As used in this Contract, "good and marketable title" shall mean title that is free and clear of all liens, encumbrances and other exceptions to title and rights of others except those Permitted Exceptions listed on **Exhibit D** attached hereto and incorporated herein. Buyer shall examine title to the Property and give written notice to Seller of any objections that Buyer may have prior to the expiration of the Inspection Period (the "Initial Objection to Title Notice"). Failure of Buyer to give written notice to Seller of any title objections prior to the expiration of the Inspection Period shall be deemed an election by Buyer to waive any objections that Buyer may have as to matters first appearing of record prior to the expiration of the Inspection Period. Within ten (10) days after receipt of the Initial Objection to Title Notice, Seller shall provide written notice to Buyer whether Seller will cure any such objections or refuse to cure such objections. Failure by Seller to give written notice of its election within ten (10) days after receipt of the Initial Objection to Title Notice shall be deemed an election by Seller not to cure the objections. In the event Seller elects, or is deemed to have elected, not to cure any objections, then Buyer shall have the right to elect either: (a) to waive the unsatisfied objections and proceed with Closing, or (b) to terminate this Contract in its entirety and receive an

immediate refund of the Earnest Money. Failure by Buyer to give written notice of its election within ten (10) days after Seller's election or deemed election shall constitute an election by Buyer to terminate this Contract and receive an immediate refund of the Earnest Money. In the event Seller elects to cure the objections, Seller shall have thirty (30) days from the date of the notice to cure all such objections, at Seller's sole cost. The Closing shall be delayed during and extended for any such cure period. If Seller fails for any reason to cure the objections within thirty (30) days, Buyer may: (1) waive the unsatisfied objections and complete the purchase of all portions of the Property scheduled for Closing, including those subject to the unsatisfied objections, or (2) terminate this Contract in its entirety and receive an immediate refund of the Earnest Money. Any objections that are waived in writing by Buyer, or deemed to be waived by Buyer pursuant to this Section, shall become "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove any exception that can be cured by the payment of money, such as a deed of trust, mortgage, lien, judgment, deferred tax or confirmed assessment (collectively, "Monetary Liens"). Any Monetary Lien can be satisfied at Closing by Seller. Buyer may re-examine title up to Closing and give written notice to Seller of any objections that Buyer may have as to matters first appearing of record subsequent to Buyer's Initial Objection to Title Notice, or in the event Buyer did not provide an Initial Objection to Title Notice, as to matters that did not exist or were not of public record as of the Effective Date, which new title objections shall be addressed as set forth above. At Closing, Seller shall execute an Owner's Affidavit and any other affidavits, certificates and documents reasonably required by Buyer or the Title Company to deliver title as required by this Contract.

9. **Buyer's Survey.** Buyer may obtain at its expense an ALTA survey of the Property. If Buyer obtains a survey, Buyer shall provide Seller with a copy of a plat of the survey. In addition to the Deed, at Closing, Seller shall execute and deliver to Buyer a quitclaim deed with a legal description derived from Buyer's survey.

10. **Inspection Period.**

a. Duration. The period of time beginning with the Effective Date and ending at 11:59 p.m. on that date which is [redacted], is hereinafter referred to as the "Inspection Period." TIME IS OF THE ESSENCE with respect to the Inspection Period.

b. Rights and Obligations. From the Effective Date through Closing, Buyer may enter upon the Property to inspect and examine the Property and to perform tests and studies of the Property Buyer reasonably deems necessary or appropriate. Seller shall use commercially reasonable efforts to cooperate with Buyer in its entry upon, and its inspections, tests, examinations and studies of, the Property. Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. However, Buyer's indemnity of Seller shall not cover or apply to: (1) any loss, cost or expense arising or resulting from acts or omissions of Seller, (2) any diminution in the value of the Property arising or resulting from matters discovered by Buyer during its investigations of the Property, (3) any latent defects in the Property discovered by Buyer, or (4) the release or spread of any Hazardous Substance discovered, but not deposited, by Buyer on or under the Property. Buyer's indemnity of Seller pursuant to this subsection b shall survive Closing or any earlier termination of this Contract for a period of one (1) year. Furthermore, Buyer shall procure and/or maintain in effect during the term of this Contract a policy of insurance insuring against any liability which may arise out of, or by virtue of, Buyer's inspections and examinations of the Property by Buyer, Buyer's agents, employees and/or contractors. The liability coverage under such policy shall be not less than $1,000,000.00 per occurrence. Buyer shall cause Seller and its successors and assigns to be named as an additional insured on such policy, and shall provide Seller and its successors and assigns with a certificate of insurance evidencing such coverage.

c. Notice of Suitability. The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to Buyer, in its sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller that such results are suitable to Buyer by delivering to Seller a written Notice of Suitability signed by one of the executive officers of Buyer listed in Section 21 below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If Buyer fails for any reason to send Seller the Notice of Suitability by the end of the Inspection Period, and such failure continues for a period of ten (10) days after written notice from Seller, this Contract shall automatically terminate. Also, if Buyer notifies Seller in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to Buyer, then this Contract shall automatically terminate. Upon such termination, Buyer shall be entitled to an immediate refund of all Earnest Money then held by the Escrow

Agent, and thereafter neither party shall have any further obligation to the other hereunder, except such obligations that survive termination by express provision herein.

d. Due Diligence Materials. In the event of any termination of this Contract for any reason other than a default by Seller hereunder, then Buyer shall within ten (10) days after receipt of written notice from Seller, at its sole cost and expense, but without any recourse, representation or warranty with respect to the same, provide to Seller complete copies of all studies, reports, plans, specifications, applications, information and other materials prepared by third parties for, on behalf of or at the request of Buyer (collectively, "Due Diligence Information") in connection with its feasibility studies of the Property. The term "Due Diligence Information" shall not be deemed to include any environmental reports obtained by Buyer or any reports or materials which are proprietary or confidential. Buyer does not represent or warrant to Seller that it will obtain any Due Diligence Information. With respect to any Due Diligence Information provided to Seller and any other information made available to Seller by or on behalf of Buyer, Seller acknowledges and agrees that (i) Buyer makes no covenant, representation or warranty whatsoever as to such information, including, without limitation, its content, reliability, accuracy or completeness, (ii) if Seller uses or relies on any information provided by Buyer, Seller shall do so solely at Seller's own risk, and Buyer makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon, (iii) the parties preparing any such information are not the agents of Buyer, (iv) Buyer shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, and (v) Buyer shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information.

11. **Delivery of Information**. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer:

a. Copies of all of the following materials, to the extent they are in the possession or control of Seller: (i) all surveys, (ii) all title reports, commitments and policies, (iii) all zoning documents, construction plans, approved site plans or plats, permits, development orders or other documents of entitlement obtained by or assigned to Seller prior to Closing, including any applications therefor (collectively, "Seller Entitlements"), (iv) all reports, documents and surveys regarding rock tests and other soil conditions, (v) all environmental studies and reports, (vi) all wetland delineation studies, (vii) all other reports, studies and other materials that pertain to environmental hazards, wetlands, flood studies or any aspect of the physical or environmental condition of the Property or other property in the vicinity of the Property, and (viii) all existing or proposed leases, licenses, easements and contracts affecting the Property.

b. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer.

12. **Condemnation and Casualty.** If prior to Closing, all or any portion of the Property is condemned or taken, or threatened to be condemned or taken, by any authority, or any portion of the Property suffers a casualty loss, Seller shall give Buyer immediate Notice thereof with a complete description of all relevant information and complete copies of all relevant documentation. Within thirty (30) days of such Notice, Buyer may elect either: (i) to terminate this Contract, in which event all of the Earnest Money shall be immediately refunded to Buyer; or (ii) to collect all awards and proceeds from any condemnation or insurance policy and keep this Contract in full force and effect, in which case Seller shall promptly execute all documents required by Buyer to assign Seller's rights therein to Buyer. Notwithstanding anything to the contrary herein, in the event Buyer elects to terminate this Contract pursuant to option (i) above and Buyer had actual knowledge of a pending taking or condemnation of the Property filed with the public records of Pender County prior to Buyer having delivered a Notice of Suitability to Seller (as provided in Section 10(c)), then all the Earnest Money shall be released to Seller instead of being refunded to Buyer.

13. **Seller's Representations and Warranties**. Seller represents, warrants and covenants to Buyer that, as of the Effective Date, continuing through Closing:

a. INTENTIONALLY DELETED;

b. To the best of Seller's knowledge, Seller is in sole and exclusive possession of the Property, and no person or entity claims any right of possession to all or any portion of the Property;

c. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the Deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Contract to be fully enforceable by Buyer;

d. INTENTIONALLY DELETED;

e. To the best of Seller's knowledge, there is no pending or threatened taking or condemnation of the Property or any portion thereof, and no pending or threatened action, litigation or proceeding by any organization, entity, person or governmental agency affecting the Property or Seller;

f. Seller has no notice or knowledge of any violation of law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use thereof;

g. INTENTIONALLY DELETED;

h. INTENTIONALLY DELETED;

i. INTENTIONALLY DELETED;

j. To the best of Seller's knowledge, the Property has full and free access to and from public streets and/or roads;

k. The execution and delivery of this Contract, and the consummation of this transaction, will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Seller is a party or by which Seller or the Property is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use thereof;

l. INTENTIONALLY DELETED;

m. INTENTIONALLY DELETED;

n. INTENTIONALLY DELETED;

o. INTENTIONALLY DELETED;

p. INTENTIONALLY DELETED; and

q. Seller is not a "foreign person" as that term is defined in Internal Revenue Code Section 1445 (f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445 thereof; and, at Closing, Seller shall execute and deliver to Buyer a Non-Foreign Person Affidavit in form reasonably acceptable to Buyer stating such.

Seller will not allow or cause any action to be taken that will cause any of the foregoing representations or warranties to be untrue or incorrect at Closing, or fail to take any action that may be required to keep such representations and warranties true and correct at Closing. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) incurred by Buyer as a result of the untruth, incorrectness or incompleteness when made and through Closing of any representation or warranty made herein or in connection herewith. The representations, warranties and obligations of Seller pursuant to this Section 13 shall survive Closing or any termination of this Contract.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY BEING PURCHASED AND THAT BUYER, PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. EXCEPT AS PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVE'S) INSPECTION OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN)

WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. BUYER ACKNOWLEDGES THAT BUYER HAD (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL ASPECTS OF THE PROPERTY, AND BUYER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVE'S) INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS" - "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO BUYER, SELLER AND SELLER'S OFFICERS, MEMBERS, AGENTS, DIRECTORS, EMPLOYEES, MANAGERS, ATTORNEYS, CONTRACTORS, REPRESENTATIVES AND AFFILIATES ("SELLER'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND BUYER ACCEPTS THAT SELLER AND SELLER'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OR RELATING TO (A) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS, QUANTITY, OR QUALITY OF OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, TENANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (B) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (C) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF ANY IMPROVEMENT ON THE PROPERTY, (D) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (E) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING. EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES) ON AND AFTER THE CLOSING DATE RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITIONS, LOCATIONS, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. EXCEPT IN CONNECTION WITH THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING BUYER ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH BUYER DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT BUYER'S SOLE EXPENSE. EXCEPT AS TO THE LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS CONTRACT AND IN ANY CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, BUYER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT BUYER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.

14. **Broker Fees.** Except as to Sognia Weiss with Focus Real Estate Services LLC ("Seller's Broker"), for whose commission Seller is solely responsible, Seller represents to Buyer that Seller has not discussed this Contract or the subject matter hereof with any real estate broker, agent, or salesperson in any manner or context that would create any legal right of any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Buyer with respect to the sale and/or conveyance of the Property contemplated in this Contract. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that Buyer may suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, arising out of any acts or agreements of Seller. Except as to Seller's Broker, for whose commission Seller is solely responsible (and as to whose commission Buyer shall have no responsibility), Buyer represents to Seller that Buyer has not discussed this Contract or the subject matter hereof with any real estate broker, agent, or salesperson, in any manner or context that would

create any legal right of any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Contract. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent, or salesperson (exclusive of Seller's Broker), whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, arising out of any acts or contracts of Buyer. The provisions of this Section shall survive Closing or any termination of this Contract.

15. **Default**.

a. Buyer's Default. If Buyer defaults in the performance of any obligation or covenant hereunder, Seller's sole and exclusive remedy shall be to terminate this Contract and receive payment of the Earnest Money then held by the Escrow Agent as Seller's full liquidated damages as a result of such default. The parties hereby agree and acknowledge that: (i) ascertaining the actual damages in the event of a default by Buyer would be difficult, (ii) it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default, (iii) such payment of Earnest Money is intended not as a penalty, but as full liquidated damages, and (iv) the amount of the Earnest Money constitutes a good faith estimate of the potential damages that could arise from a default by Buyer hereunder.

b. Seller's Default. If Seller defaults in the performance of any obligation or covenant hereunder, or if any of Seller's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then Buyer's sole and exclusive remedy shall be to: (i) terminate this Contract and receive payment of the Earnest Money then held by the Escrow Agent as Buyer's full liquidated damages as a result of such default; or (ii) pursue the remedy of specific performance; provided, however, in the event the remedy of specific performance is not available to Buyer, then Buyer shall have the right to sue for Buyer's actual, out-of-pocket damages for Seller's breach in an amount not to exceed [redacted].

c. Post-Closing and Post-Termination Remedies. Notwithstanding subsections a and b above, from and after the Closing or any termination of this Contract, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (1) a material breach of any covenant or agreement contained herein that is performable after or that expressly survives the Closing or termination of this Contract (including the indemnification obligations contained in this Contract), and (2) a material breach of any representation or warranty in this Contract; provided, however, in no event shall the non-defaulting party be entitled to recover from the defaulting party an amount exceeding [redacted].

d. Notice and Cure Rights. In the event of a default hereunder, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have forty-five (45) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 45-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the aforesaid cure period.

e. Legal Fees. In the event of any litigation between Buyer and Seller regarding this Contract, the losing party shall promptly pay the prevailing party's attorneys' fees and expenses and costs of litigation.

16. **Notices**. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand-delivery, receipt required, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, or (c) when transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b) or by regular first-class U.S. Mail. All notices shall be addressed as follows:

If to Buyer: Libby Shelton, Division President
D. R. Horton, Inc.
131 Racine Drive, Suite 201
Wilmington, NC 28403
Phone: (910) 742-7946
Email: elshelton@drhorton.com

With copies to: D.R. Horton, Inc.
ATTN: East Region Counsel
2325 Lakeview Parkway, Suite 275
Alpharetta, GA 30009
Phone: (678) 292-4883
Fax: (678) 292-4881
Email: kmrys@drhorton.com and hparrish@drhorton.com

Christopher A. Crowson
Bagwell Holt Smith P.A.
111 Cloister Court, Ste. 200
Chapel Hill, NC 27514
Phone: 919-401-0062
Fax: 919-403-0063
Email: ccrowson@bhspa.com

If to Seller: Mary Beth Morgan Carlson and Gregg R. Carlson
c/o Sognia Weiss
Focus Real Estate Services, LLC
6233 Murrayville Rd.
Wilmington, NC 28411
Phone: (910) 232-3468
Fax: ______________________________
Email: sognia@focusresnc.com

With a copy to: James L. Seay, III
Seay Law Firm, PLLC
519 Market Street
Wilmington, NC 28411
Phone: (910) 763-2525
Fax: ______________________________
Email: james.seay@seaylaw.com

If to Escrow Agent: Robert B. Markworth
Chicago Title Company, LLC
300 Blackwell Street, Suite 103
Durham, NC 27701
Phone: (919) 682-3018
Fax: (919) 682-3518
Email: rob.markworth@ctt.com

With copies to: The other party at the applicable addresses shown above.

17. **Covenants Pending Closing**. From and after the Effective Date through Closing, Seller shall: (a) operate and maintain the Property in a good and workmanlike manner, at least as well as Seller has operated and maintained it prior to the Effective Date, and shall not commit or allow any waste of or on the Property; (b) within 3 business days after Seller's receipt thereof, give notice to Buyer of any litigation, arbitration or administrative proceeding concerning or affecting the Property, together with copies of all relevant documents; and (c) comply with all requirements of all laws, orders, rulings, ordinances, rules and regulations of any governmental authority having jurisdiction over Seller over the Property and/or the use thereof. From and after the Effective Date through Closing, Seller shall not convey

or encumber any portion of the Property or any rights therein, nor enter into any conveyance, mortgage, security document, option, right of first refusal, easement, lease or other contract granting to any person or entity any rights or interests in any portion of the Property.

18. **Standard Provisions**.

a. This Contract shall be interpreted in accordance with the laws of the State of North Carolina.

b. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

c. This Contract constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Contract are merged herein and shall have no further force or effect. No representations or warranties have been made by either party except as stated herein.

d. All representations and warranties of both parties contained in this Contract, together with all covenants expressly surviving Closing, shall survive Closing and delivery of the deed and other documents delivered at Closing, and shall not be merged with delivery thereof.

e. The term "business day" shall mean Monday through Friday, excluding days on which federally-chartered banks or banks chartered by the state in which the Property is located are closed for business. If the day for any action under this Contract falls on a day other than a business day, the day for the action shall automatically be extended until the next business day.

f. If any provision of this Contract shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Contract shall remain in full force and effect.

g. The titles, captions and paragraph headings herein are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Contract or any provision hereof. Both parties have been represented by counsel in the drafting and negotiation of this Contract, and this Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted.

h. INTENTIONALLY DELETED.

i. Any failure or delay of Buyer or Seller to enforce any term of this Contract shall not constitute a waiver of such term. Any waiver of any term of this Contract by either party must be specifically stated in a writing delivered to the other party in compliance with Section 16 above. Any such waiver by Buyer or Seller shall not be deemed to be a waiver of any other term of this Contract or of a subsequent breach of the same term.

j. Except as otherwise provided herein, if this Contract is terminated prior to Closing, the Earnest Money shall be refunded to Buyer, unless Buyer is in default hereunder and Seller is entitled to the Earnest Money pursuant to Section 15 above. Upon termination of this Contract and return of the Earnest Money to Buyer, Buyer and Seller shall thereafter have no further rights, obligations or liabilities hereunder, other than those expressly surviving termination; provided that if this Contract is terminated prior to Closing but after Buyer's issuance of a Notice of Suitability pursuant to Section 10 above, the parties shall execute a written Termination Agreement on terms reasonably acceptable to counsel for both parties and the Escrow Agent. Failure of the parties to execute a Termination Agreement shall not negate or otherwise affect the termination; however, either party shall have the right to sue for its actual damages resulting from the refusal or willful failure of the other party to execute a written Termination Agreement upon reasonable terms.

k. This Contract shall be binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, legal representatives and permitted assigns. Buyer may assign its rights and obligations hereunder. Seller may not assign its rights and obligations hereunder without the prior written consent of Buyer, which shall not be unreasonably withheld. Any change in control of Seller resulting from a merger, consolidation, or a transfer or transfers of ownership interest or interests shall be deemed to be an assignment of rights and obligations hereunder that requires the prior written consent of Buyer. If Seller consists of more than one person or entity, then: (1) each reference to Seller herein shall be deemed to refer to each person or entity constituting Seller, both individually and in the aggregate, and (2) each person or entity constituting Seller shall be jointly and severally liable for all liabilities and obligations of Seller hereunder.

l. This Contract may be executed in multiple, separate counterparts, and such counterparts shall constitute one and the same document. This Contract may not be modified or amended except by a writing signed by both Buyer and Seller.

m. This Contract, any amendments hereto, the Earnest Money instrument (if any), and the Notice of Suitability (if any) may be executed by hand-signatures or by electronic signatures using DocuSign or other similar technology. Such signatures may be transmitted by facsimile or email. Any such electronic signatures or electronic transmissions of signatures shall be deemed to constitute originals. In addition, either party and/or the Escrow Agent may rely upon any electronic transmission of any document that is properly executed by the other party. The ratification of this Contract or any amendment hereto by any of the Authorized Officers on behalf of Buyer also may be accomplished by either hand-signature or by electronic signature using DocuSign or other similar technology. Except as provided in this subsection, the Electronic Signatures in Global and National Commerce Act and any parallel, corresponding or similar state law or regulation shall not apply to the execution of this Contract or any amendment hereto, and Buyer shall not be bound by any electronic signature.

19. **Environmental Matters/Hazardous Substances.**

a. As used in this Contract, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, petroleum, oil and gas, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are regulated by, or are the subject of, any Environmental Law. As used in this Contract, "Environmental Law" shall mean and include any and all local, state, or Federal laws, rules, or regulations pertaining to regulation of the air, water, groundwater, land, natural resources and/or pertaining to the contamination, clean-up or disclosure of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Endangered Species Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or by tort or other common law.

b. Seller hereby represents and warrants to Buyer that, to the best of Seller's knowledge: (i) Seller is in full compliance with all Environmental Laws, including, without limitation, that Seller has all permits required by Environmental Laws, (ii) neither Seller, nor any person during Seller's ownership of the Property, nor to the best of Seller's knowledge, any previous owner of the Property or any other person or entity, has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's knowledge, has any party ever alleged that any such activities have occurred, (iii) no use by Seller, or, to the best of Seller's knowledge, any prior owner of the Property or any other person, has occurred which violates or violated, any applicable Environmental Law, nor to the best of Seller's knowledge has any party ever alleged that such violations have occurred, and (iv) the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. In the event Seller breaches the representations and warranties in this paragraph, Seller shall indemnify, defend and hold Buyer and its affiliates, agents, employees, directors, officers, managers, members, partners, shareholders, assigns and/or successors (collectively, the "Indemnitees") harmless from and against all fines and penalties and liabilities (including, without limitation, those arising under statute or government regulation, common law or contract), including all foreseeable and unforeseeable consequential damages, any other damages, costs and losses, including reasonable attorneys' fees, directly or indirectly and in whole or in part arising out of or attributable to Seller's breach. Notwithstanding anything to the contrary contained herein, the representations and warranties in this paragraph shall be deemed remade as of Closing, and such representations and warranties and the indemnification provisions in this paragraph shall survive Closing and shall not be merged therein. The provisions of this paragraph are in addition to any other rights Buyer may have under this Contract. Notwithstanding the foregoing, Seller discloses to Buyer that the Property contains two underground propane tanks of approximately 200 gallons each.

c. Buyer's obligation to close on the purchase of the Property hereunder is expressly conditioned upon: (i) Buyer's receipt, at Buyer's expense, of an environmental report (or reports), addressed to Buyer prior to the expiration of the Inspection Period, the form, content and preparer of which must be acceptable to Buyer in its sole discretion, presenting the results of an investigation of the Property, and such property in the vicinity of the Property, as may be deemed appropriate by Buyer, in Buyer's sole discretion in light of the intended use of the Property, with regard to the presence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the Property and compliance with Environmental Laws relating to or affecting the Property, which investigation is commonly referred to as a Phase I Environmental Site Assessment, which report has been prepared or updated no more than six (6) months prior to the date of Closing, and such further investigations and/or reports as Buyer may require (collectively, the " Environmental Inspections and Reports"); and (ii) Buyer's satisfaction with the results of the Environmental Inspections and Reports.

d. In the event Buyer is not satisfied with the results of any Environmental Inspections and Reports prior to the expiration of the Inspection Period, then Buyer, at its sole discretion may terminate this Contract pursuant to Section 10 above. In the event there has been any change to the environmental condition of the Property or the property in the vicinity of the Property following the expiration of the Inspection Period as such condition was reflected in the Environmental Inspections and Reports, then Buyer, at its sole discretion and in addition to any other provision of this Contract, may (i) terminate this Contract as to any or all of the Property, in which event all of the Earnest Money shall be immediately returned to Buyer, or (ii) proceed to closing on the Property.

20. **Memorandum of Contract**. Upon ratification of this Contract pursuant to Section 21below, Seller, upon request and at Buyer's expense, shall execute a short-form memorandum of this Contract in a recordable form reasonably acceptable to Buyer, which Buyer may record at the Pender County Registry. Seller shall deliver the recordable Memorandum of Contract to Buyer within five (5) business days of the date of ratification. Seller shall promptly cause to be recorded a notice of termination of said short form memorandum in the event this Contract is terminated for any reason other than uncured Seller default.

21. **Corporate Ratification**. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF BUYER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT, PAUL ROMANOWSKI, BRIAN ETHERIDGE, THOMAS F. HILL, JR. OR BRADFORD C. BRUNDAGE; PROVIDED THAT IF RATIFICATION OF THIS CONTRACT DOES NOT OCCUR WITHIN THIRTY (30) DAYS OF THE DATE OF EXECUTION OF THIS CONTRACT BY SELLER AND BUYER, THEN THIS CONTRACT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT.

22. **Binder/Option Fee.** Seller acknowledges receipt of One Hundred Dollars ($100.00) paid to Seller by Buyer as a Binder/Option Fee, in consideration for which Seller shall be irrevocably bound by the terms of this Contract from and after the date of Seller's execution hereof. The Binder/Option Fee shall not be applied against the Purchase Price of the Property at Closing.

23. **Seller Possession After Closing Agreement**. Seller has disclosed to Buyer that Seller currently resides on the Property. At Closing, the parties shall execute and deliver to each other a "Seller Possession After Closing Agreement" in form substantially as shown by **Exhibit E** attached hereto and incorporated herein (the "Seller Possession After Closing Agreement") which would allow Seller to continue to reside on the Property and allow Seller, at Seller's sole cost and expense, to remove certain structures, improvements, fixtures, household furnishings and personal belongings from the Property for up to sixty (60) days after Closing. Seller, at Seller's sole expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of any such structures, improvements, fixtures, household furnishings and personal belongings from the Property. To secure Seller's timely vacation of the Property upon the expiration of the term of the Seller Possession After Closing Agreement, a portion of Seller's proceeds at Closing in the amount of [redacted] (the "Holdback Funds") shall be held by Escrow Agent and released to Seller upon the expiration of the Seller Possession After Closing Agreement provided that Seller has completely vacated the Property. If Seller remains on the Property after the expiration of the Seller Possession After Closing Agreement, the Holdback Funds shall be released to Buyer and the Holdback Funds shall be deemed the property of Horton. In the event Seller fails to execute and deliver to Buyer the Seller Possession After Closing Agreement at Closing or such agreement is deemed unnecessary by Seller prior to Closing, Seller shall have the

obligation to deliver exclusive possession of the Property to Buyer at Closing free and clear of any right of possession to all or any portion of the Property by any person or entity.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the dates shown below.

Seller:

DocuSigned by:
Mary Beth Morgan Carlson
76D31120B1C94D2...

Mary Beth Morgan Carlson

Date: 11/9/2022

DocuSigned by:
GR Carlson
76D31120B1C94D2...

Gregg R. Carlson

Date: 11/9/2022

Buyer:

D.R. Horton, Inc.

By: DocuSigned by: Bradford C Brundage 42FC2E06EBF7482...

Bradford C. Brundage, East Region Vice President

Date: 11/8/2022

By: DocuSigned by: Elizabeth Shelton

Libby Shelton, Division President

Date: 11/8/2022

Pursuant to Section 21 above, the undersigned hereby ratifies this Contract on behalf of D.R. Horton, Inc.

DocuSigned by:
MJ Murray
C9311D31F2B04B8...

Print Name: Michael J Murray

Title: Chief Operating Officer

Date: 1/12/2023

Exhibit A

Legal Description of the Land

BEING all of those two (2) parcels of land containing a total of approximately 20.79 acres of land located on or near US HWY 17, Wilmington, Pender County, North Carolina, and designated as Parcel Number 3271-64-5893 and 3271-65-9054 by Pender County, North Carolina; and being the same property described in Deed Book 3920 Page 157, Deed Book 4437 Page 161, and Deed Book 4667 Page 1997 at the Pender County Registry.

Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into ________________________, by and among: ______________________________ having as a mailing address: _________________________________ (hereinafter referred to as "Seller"); D.R. Horton, Inc. having as a mailing address: ______________________________________ (hereinafter referred to as "Buyer"); and ___________________ TITLE INSURANCE COMPANY, having as a mailing address: _________________________________ (hereinafter referred to as "Escrow Agent").

W I T N E S S E T H

WHEREAS, Seller and Buyer have entered into that Land Purchase Contract having an Effective Date of ________________________, (hereinafter referred to as "the Contract") as to certain real property situated in _____________ County, North Carolina (hereinafter referred to as the "Property"); and

WHEREAS, Buyer and Seller have appointed ___________________ Title Insurance Company to hold all earnest money under the Contract in accordance with the terms of the Contract and this Agreement.

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Seller and Buyer hereby designate, constitute and appoint ___________________ Title Insurance Company as the "Escrow Agent" under this Agreement to hold all earnest money under the Contract, and ___________________ Title Insurance Company accepts such designation and appointment and agrees to act in accordance with the terms of the Contract and this Agreement. In the event or a conflict between the terms of this Agreement and those of this Agreement, the terms of the Contract shall control. Seller and Buyer agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or negligence of Escrow Agent or its agents, (b) that no releases or disbursements shall be made hereunder except upon consistent written instructions from both Seller and Buyer or their successors or assigns; and (c) that in the event of a dispute hereunder between Seller and Buyer (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and funds held by Escrow Agent, together with any such legal pleadings as it deems appropriate. Escrow Agent shall be indemnified, saved and held harmless by the Seller and Buyer for all of its expenses, costs and reasonable attorney's fees incurred in connection with such interpleader action.

2. Upon receipt of consistent written instructions from both Seller and Buyer, or their respective counsel, then Escrow Agent shall disburse the funds held in escrow in accordance with the written instructions signed by both Buyer and Seller, or their respective counsel. Said written instructions may be given in duplicate counterparts and by facsimile. Escrow Agent shall have the right to deduct any costs Escrow Agent has incurred for overnight delivery charges or wire transfer fees from the funds held prior to disbursement.

3. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent will not commingle funds received by it in escrow with funds of others and shall deposit such funds in a separate escrow account with a federally insured Bank. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

4. Escrow Agent shall not be liable for any loss or damage resulting from the following:

(a) Any default, error, action or omission of any other party;

(b) The expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business;

(c) Any loss or impairment of funds while on deposit with a federally insured Bank resulting from failure, insolvency or suspension of such institution; or

(d)Escrow Agent's complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

5. Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

6. The terms and provisions of this Agreement are for the benefit of Seller, Buyer and Escrow Agent and their respective successors and assigns only. Nothing contained herein shall be deemed or construed to inure to the benefit of any other person or party, it being the express intent of Seller, Buyer and Escrow Agent that no such person party shall be entitled to any of the benefits hereof,

except as herein expressly provided.

7. Time is of the essence of this Agreement.

8. This Agreement is intended as a contract under the laws of the State of _______________ and shall be governed thereby and construed in accordance therewith.

9. This Agreement may be executed by facsimile signatures, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

10. Any interest earned on the funds held in escrow shall accrue to the benefit of Buyer, whose tax identification number is _________________.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day, month and year first above written.

NOTE: THIS IS AN EXHIBIT. INITIAL ONLY – DO NOT EXECUTE.

Exhibit C

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made as of the ____ day of _________, 20__, by ______________________, a _______________ ("**Seller**"), to D.R. Horton Inc., a Delaware corporation ("**Buyer**").

WHEREAS, of even date herewith, Seller has conveyed to Buyer the land described in Exhibit "A" attached hereto ("**Land**"), together with all improvements (the "**Improvements**") located thereon (the Land and Improvements are referred to herein collectively as the "**Property**"); and

WHEREAS, Seller and Buyer intend that Seller also convey to Buyer all of the Conveyed Property Rights (as hereinafter defined).

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Seller has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Buyer all of Seller's right, title and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**"):

(a) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(c) all licenses, permits, governmental approvals, utility commitments, utility rights (including rights to capacity or service), drainage and detention rights, development rights or other similar rights, inclusive of any prepaid impact fees, impact fee credits or other similar development credits (but excluding any rights to MUD reimbursables other than reimbursement rights (i) accruing to Buyer by reason of funds expended by Buyer, or on behalf of Buyer, after the date hereof, or (ii) otherwise expressly agreed to by Seller in writing pursuant to the contract of sale for the Land by and between Seller and Buyer);

(d) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

(e) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(f) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Buyer and Buyer's successors and assigns forever.

2. This Assignment shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Buyer, nor shall it be deemed to impose on Buyer any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Seller assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

4. Seller and Buyer will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

EXECUTED as of the date first above written.

NOTE: THIS IS AN EXHIBIT. INITIAL ONLY – DO NOT EXECUTE.

Exhibit D

Permitted Exceptions

1. Ad valorem taxes for the year of Closing (to be prorated) and subsequent years.
2. Utility easements and rights-of-ways of record that do not materially affect Buyer's intended use or the value of the Property.
3. All matters appearing on record and not objected to by Buyer prior to expiration of the Examination Period.
4. All matters that would be revealed by an accurate and complete survey of the Property, which are not objected to prior to expiration of the Examination Period.
5. Subject to matters shown on recorded Map Book 20 Page 7.
6. Subject to matters shown on recorded Map Book 56 Page 28.
7. Subject to matters shown on recorded Map Book 56 Page 79.
8. Easement recorded in Book 386 Page 192.
9. Easement to AT&T recorded in Book 1216, Page 53
10. Right of Way to the North Carolina Department of Transportation recorded in Book 1221 Page 337.
11. Title to any portion of the Property within the current right-of-way of U.S. 17.
12. Title to any portion of the Property lying withing the bounds of the railroad right of way of Seaboard Coastline Railroad.

- END –

Exhibit E

SELLER POSSESSION AFTER CLOSING AGREEMENT

Mary Beth Morgan Carlson and Gregg R. Carlson (hereinafter collectively referred to as "Seller") has entered into a Land Purchase Contract dated _________________, 2022 (the "Contract") with **D.R. Horton, Inc.,** a Delaware corporation ("Horton") to sell to Horton that certain tract of land described in **Exhibit A** attached hereto and incorporated herein ("Property"). Seller desires to remain in possession of the Property on or after the Closing date until sixty (60) days after the Closing date pursuant to the Contract, and Seller and Horton, in consideration of the provisions set forth below, do hereby agree as follows as part of this Seller Possession After Closing Agreement (the "Agreement"):

1. Except for the removal of the buildings, improvements, fixtures, remaining household furnishings and personal belongings from the Property specifically identified in **Exhibit B** attached hereto and incorporated herein (collectively, the "Removal Property"), Seller shall not alter, modify, damage or fail to maintain the Property in its condition at Closing. In the event that the Property is altered, modified, damaged or not maintained by the Seller in its condition at Closing (except for the removal of the Removal Property), Seller agrees to pay all costs necessary to correct any alterations, modifications or damage to the Property to bring the Property back to the condition it was in at Closing. Furthermore, Seller, at Seller's sole expense, shall restore and repair any damage caused to the Property as a result of Seller's removal of the Removal Property from the Property. Any Removal Property that remains on the Property after the expiration of the Term (as defined below) or earlier termination of this Agreement shall be deemed abandoned by Seller and shall be deemed the property of Horton.

2. The term of this Agreement shall commence on the Closing date under the Contract and terminate at 11:59 p.m. Eastern time on that date which is sixty (60) days following the Closing date (the "Term"), unless sooner terminated pursuant to the terms of this Agreement. During the Term, Seller shall pay **no** rental for its occupancy of the Property.

3. In any event, Seller shall vacate the Property no later than the expiration of the Term of this Agreement. Time is of the essence with regard to this time and date. In the event Seller intends to vacate the Property prior to the aforesaid date, then Seller shall provide Horton, its successors and assigns with written notice at least three (3) days in advance of vacating the Property.

4. To secure Seller's timely vacation of the Property upon the expiration of the Term of this Agreement, a portion of Seller's proceeds at Closing in the amount of [redacted] (the "Holdback Funds") shall be held by Escrow Agent (as defined in the Contract) and released to Seller upon the expiration of the Term of this Agreement provided that Seller has completely vacated the Property. If Seller remains on the Property after the expiration of the Term of this Agreement, Escrow Agent shall immediately release the Holdback Funds to Horton and the Holdback Funds shall be deemed the property of Horton.

5. Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (water, sewer, gas, electricity, etc.) until the Property is vacated by Seller pursuant to this Agreement.

6. Seller shall be responsible for lawn maintenance and trash removal until the Property is vacated by Seller pursuant to this Agreement. If any third party contractors or vendors work on the Property for Buyer during the Term of this Agreement, those contractors and vendors shall not contract directly with Seller and must contract directly with Horton on Horton's approved form vendor agreement. Any such contractors and vendors must have appropriate insurance coverage, as required pursuant to Horton's vendor agreement. Notwithstanding the foregoing, this provision shall not apply to any contractors or vendors which Seller procures for removing the Removal Property.

7. Seller shall admit Horton, its successors and assigns, and their authorized agent at reasonable times for the purpose of inspecting the Property and performing any work on the Property deemed necessary by Horton, in its sole discretion, in connection with Horton's planned development of the Property.

8. Seller shall procure and/or maintain in effect a policy of insurance covering Seller's personal property located on the Property, and insuring against any liability which may arise out of, or by virtue of, the use and occupancy of the Property by Seller, Seller's agents, employees and/or contractors. The property damage coverage under such policy shall be for full replacement value. The liability coverage under such policy shall be not less than $1,000,000.00 per occurrence. Seller shall cause Horton and its successors and assigns to be named as an additional insured on such policy, and shall provide Horton and its successors and assigns with a certificate of insurance evidencing such coverage at closing under the Contract. Risk of loss or damage to the Property by fire or other casualty shall remain with Seller until Seller has completely vacated the Property. Seller hereby releases Horton and its successors and assigns from any liability for any loss, cost or damage coverable by the insurance to be procured and maintained by Seller hereunder, and Seller shall look solely to such insurance for recovery of any such loss, cost or damage. The policy of insurance required to be carried by Seller hereunder shall include a waiver of subrogation to any and all claims of Seller against Horton and its successors and assigns.

9. Seller shall indemnify and hold Horton and its successors and assigns harmless from and against any and all liability, fines, suits, claims, demands, actions, costs, and expenses of any kind or nature whatsoever caused by or arising out of, or in any manner connected with any damage to any property, including the Property itself, occasioned by the Seller's use and/or occupancy of the Property from the date of Closing to the date of vacating the Property, including intentional or negligent acts by Seller, Seller's family, and/or agents and employees of Seller, or any injury to person or persons, including death, or any damage occurring in or about the Property and resulting from or occasioned by Seller's use and/or occupancy of the Property from the date of Closing to the date of vacating the Property.

10. Seller shall not sublet the Property or assign this Agreement. Horton may assign its rights and obligations hereunder. This Agreement shall not be recorded with the county register of deeds.

11. Should any action be instituted by Horton and its successors or assigns to recover any rent or damages based on the provisions of this Agreement, Seller agrees to pay all of Horton's and its successors' and assigns' legal expenses not to exceed an amount which would normally be allowed for said expenses.

12. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of Seller and Horton, their respective heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Agreement are merged herein and shall have no further force or effect. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

13. THIS AGREEMENT IS INTENDED ONLY TO GIVE SELLER THE RIGHT TO POSSESSION FOR A LIMITED PERIOD FOLLOWING CLOSING AND IS NOT INTENDED TO ESTABLISH A LANDLORD AND TENANT RELATIONSHIP.

SIGNATURES ON NEXT PAGE

Seller:

____
Mary Beth Morgan Carlson

Date: ____

____
Gregg R. Carlson

Date: ____

Horton:

D.R. Horton, Inc.

By:____

Print Name:___________________________________

Title: _______________________________________

Date: _______________________________________

Exhibit A [to the Seller Possession After Closing Agreement]

INSERT LEGAL DESCRIPTION OF PROPERTY

Exhibit B [to the Seller Possession After Closing Agreement]

Removal Property

[TO BE INSERTED]

TABLE OF PERMITTED USES

P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process

Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
		Zoning Districts									
Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	

			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the “S”, “PM” or “D” is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying

Pender County
REZONE 2023-45

TO:	Planning Board
FROM:	Daniel Adams
DATE:	April 4, 2023
SUBJECT:	REZONE 2023-45 : Request to rezone three tracts of land totaling approximately 4.9 acres of land from the PD, Planned Development, zoning district to the GB, General Business, zoning district in the Topsail Township.

SUMMARY:
Lenny Moore, applicant and owner, is requesting approval of a Zoning Map Amendment to rezone three tracts totaling approximately 4.9 acres of land from the PD, Planned Development zoning district to the GB, General Business zoning district. The subject properties are located on the east side of US Hwy 17, south of the intersection of US Hwy 17 and Sloop Point Loop Road in the Topsail Township and may be further identified by Pender County PINs 4204-64-4115-0000, 4204-62-4957-0000, and 4204-62-2745-0000.

ACTION REQUESTED:
To hold a public hearing and consider the rezoning request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Map
5. Pender UDO Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-45
ZONING MAP AMENDMENT APPLICATION

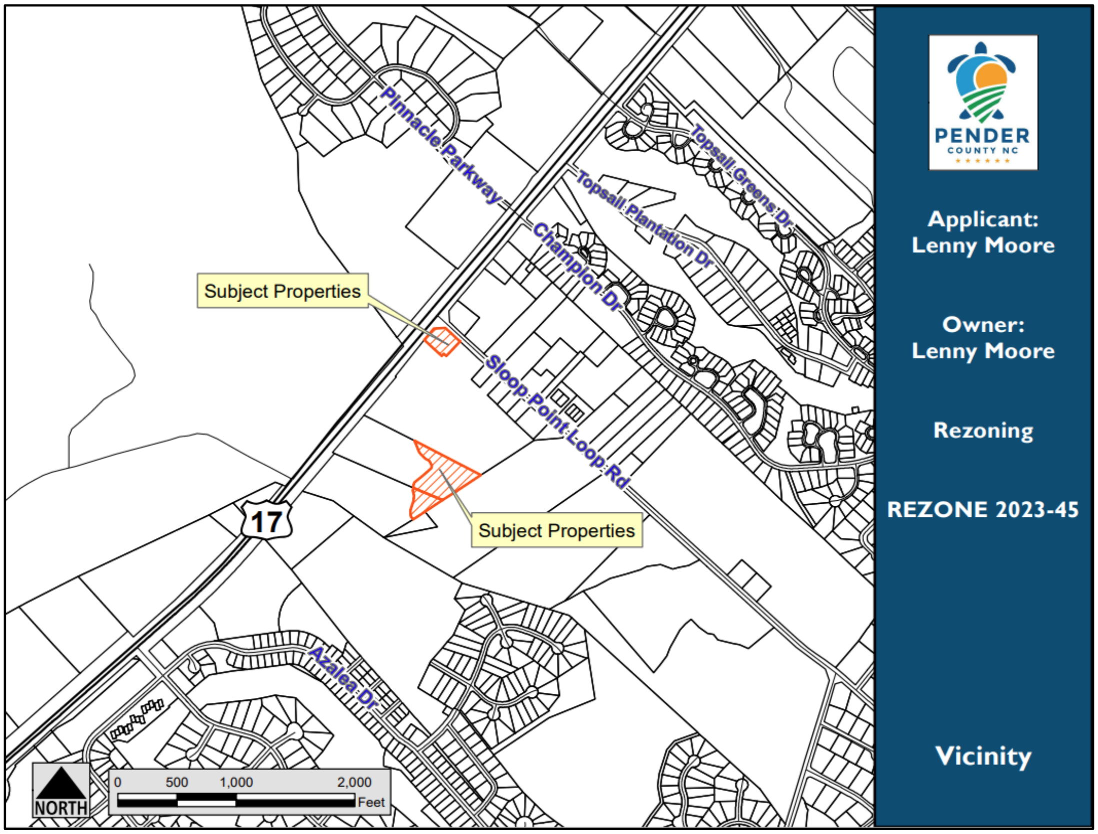
APPLICATION SUMMARY	
Case Number	REZONE 2023-45
Hearing Dates	April 4, 2023 Planning Board May 15, 2023 Board of Commissioners
Applicant	Lenny Moore
Property Owner(s)	Lenny Moore
Parcel Identification Number(s)	4204-64-4115-0000; 4204-62-4957-0000; 4204-62-2745-0000
Acreage	+/- 4.9
Township	Topsail
Pender 2.0 Future Land Use Category	Regional Mixed-Use, Low Density Residential

REZONING PROPOSAL

Lenny Moore, applicant and owner, is requesting approval of a Zoning Map Amendment to rezone three tracts totaling approximately 4.9 acres of land from the PD, Planned Development zoning district to the GB, General Business zoning district.

LOCATION

The subject properties are located on the east side of US Hwy 17, south of the intersection of US Hwy 17 and Sloop Point Loop Road in the Topsail Township and may be further identified by Pender County PINs 4204-64-4115-0000, 4204-62-4957-0000, and 4204-62-2745-0000.



REZONING PROPOSAL

The applicant is proposing to rezone approximately 4.9 acres from the PD, Planned Development zoning district to the GB, General Business zoning district. See attached Narrative. Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. However, any future development of the site must comply with the standards of the GB, General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) and Planning Board to ensure compliance with all applicable local, State, and Federal regulations.

Intent of the General Business Zoning District

The General Business zoning district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Dimensional Requirements
As this is a general use rezoning, the standard setbacks in the GB, General Business zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (General Business)	
Front	25'
Side	10'
Rear	10'
Corner	12'
Max. Height	40'
Structure Separation	20'

Allowable Uses

Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. The table below provides a general list of typical developments permitted in the GB, General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	GB, General Business
Residential Uses	Upper story Residential
Commercial Uses	≈ 83 uses by-right (Retail Trade, Real Estate and Rental and Leasing, Professional Scientific and Technical Services, Educational Services, ≈ 18 uses w/ SUP (Utilities, Manufacturing, Arts, Entertainment, and Recreation etc.)

TRANSPORTATION INFRASTRUCTURE

Access

The subject property has direct access to US Hwy 17 and Sloop Point Loop Road. Redevelopment of the subject properties would require driveway approval from the North Carolina Department of Transportation (NCDOT).

Traffic

Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2021; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
US Hwy 17	Between Long Leaf Dr and Sloop Point Loop Rd	36,000	37,232	0.97

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the east side of US Hwy 17 and along the south side of Sloop Point Loop Road. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. Because the proposed rezoning is from a PD, Planned Development zoning district to a GB, General Business zoning district, impact to school capacity is anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3].
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)

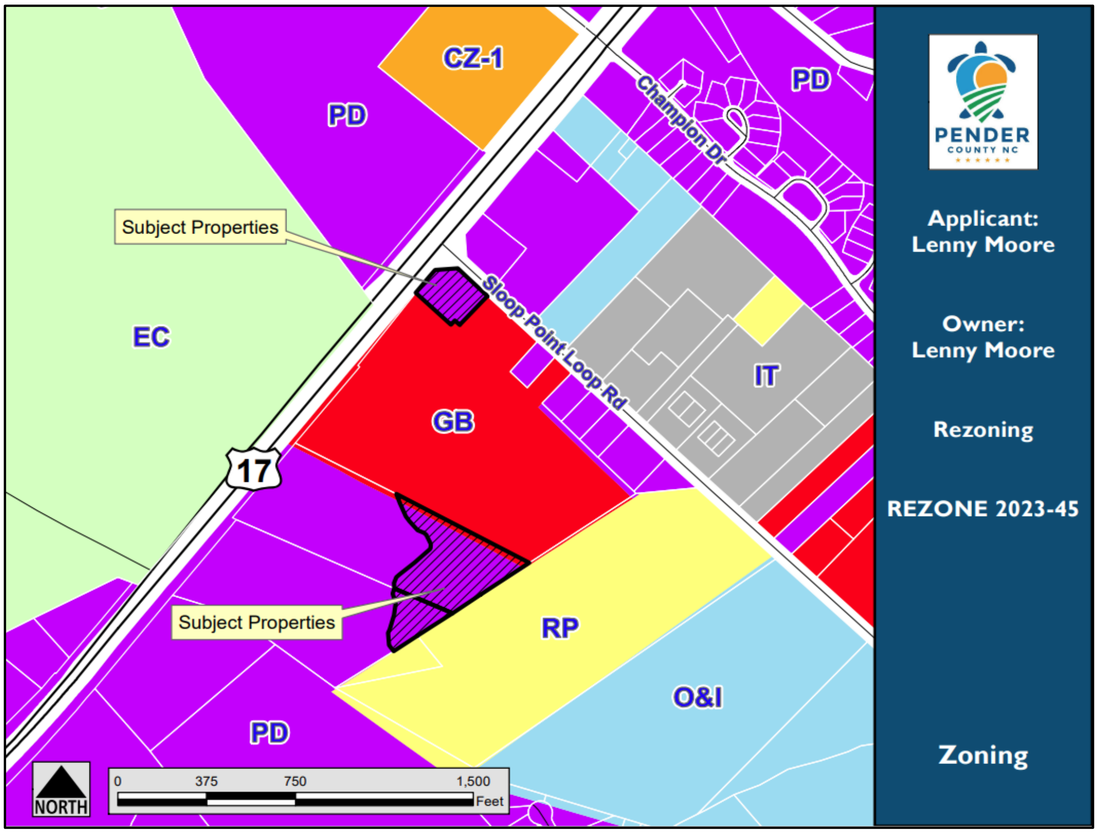
[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Vacant	PD, Planned Development; CZ-1, Conditional Zoning
East	Residential, Commercial	PD, Planned Development; O&I, Office and Institutional; IT, Industrial Transitional
South	Vacant	GB, General Business; RP, Residential Performance;
West	Vacant	PD, Planned Development; EC, Environmental Conservation

Surrounding Zoning
The subject properties are currently within the PD, Planned Development zoning district. Properties immediately adjacent to the subject properties are currently zoned GB, General Business, PD, Planned Development, and RP, Residential Performance as indicated by the table above.

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject properties are located within the Regional Mixed Use and Low Density Residential Future Land Use Categories as shown in the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan. Regional mixed use allows for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

The Low Density Residential future land category is located on the fringe of medium density residential uses and within existing single-family neighborhoods. These areas are typically established single-family neighborhoods with a low density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new communities is encouraged. Development density within this category is two dwelling units an acre or less. Water and sewer service may not be available in these areas.

In addition to the Future Land Use Map, the proposed Zoning Map Amendment was found to be consistent with the following policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.
>
> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.H: Mixed Use Development:** The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
   1. be detrimental to the natural environment,
   2. adversely affect the health, safety, or welfare of residents or workers in the area,
   3. be detrimental to the use or development of adjacent property,
   4. materially or adversely affect the character of the general neighborhood, and
   5. be reasonable as it relates to the public interest.

B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;

C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board recommendation. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and three policies within the Pender 2.0 Comprehensive Land Use Plan. The proposed GB, General Business zoning district rezoning request is consistent with the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are compatible with the surrounding area. Planning Staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.D**
- **Policy 5.1.H**

The proposed rezoning is consistent with the both the Regional Mixed Use and Medium Density Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED

APPROVED	DENIED	UNANIMOUS
–		

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

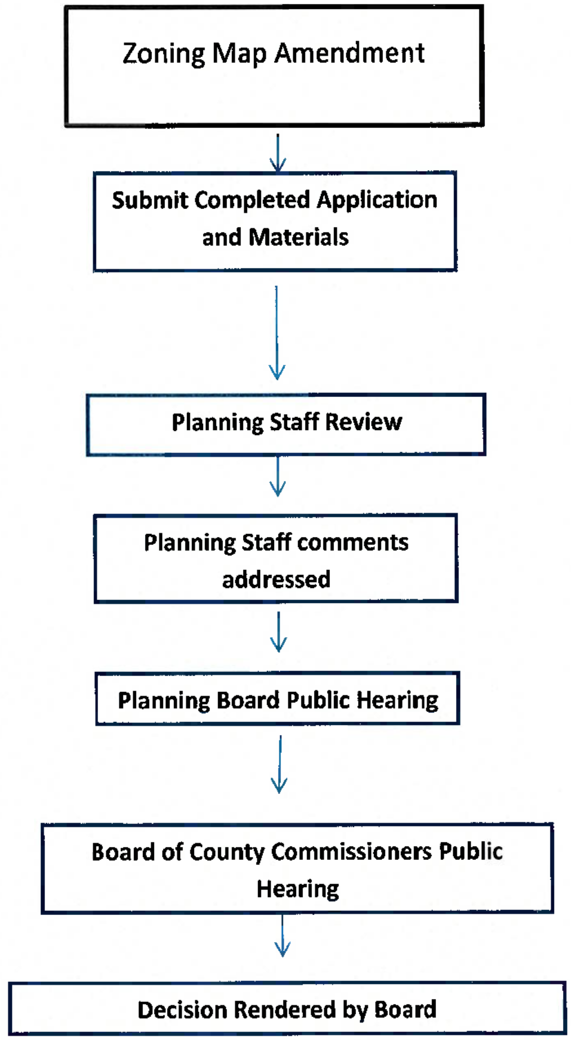
1. X **Pre-submittal Meeting**
   Date of Meeting January 24, 2023
2. X **Signed Application**
3. X **Payment**
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. X **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. X **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. X **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. X **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. X **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant x [signature] Date 1/30/2023

Printed Name x Jonathan Cockrell

Staff Initials:	______
Date:	______


Zoning Map Amendment
Submit Completed Application and Materials
Planning Staff Review
Planning Staff comments addressed
Planning Board Public Hearing
Board of County Commissioners Public Hearing
Decision Rendered by Board

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
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GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	**Date**	
Application Fee	$	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Lenny Moore, Facilities Director for Renovation Church	**Owner's Name:**	Same
Applicant's Address:	16579 Highway 17	**Owner's Address:**	Same
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Same
Phone Number:	(910) 389-8600	**Phone Number:**	Same
Email Address:	lenny@renochurch.org	**Email Address:**	Same
Legal relationship of applicant to landowner:	Director of Faciltiies for the Owner		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4204-64-4115-0000 4204-63-4576-0000 4204-62-2745-0000 4204-62-4957-0000	**Total property acreage:**	24.63 acres
Current Zoning District:	Mostly GB with some PD	**Proposed Zoning District:**	All GB
Project Address:			
Description of Project Location:	Assemblage of proeprties for Renovation Church Hwy 17 at Sloop Point Road		

SECTION 3: SIGNATURES			
Applicant's Signature	[signature]	**Date:**	1/30/23
Applicant's Name Printed	Lenny Moore, Facilities Director for Renovation Church	**Date:**	
Owner's Signature	[signature]	**Date:**	1/30/2023
Owner's Name Printed	Pastor Jonathan Cockrell	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $________	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # ______

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
- ☐ **Planning Board:**
- ☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

March 23, 2023

Dear Pender County Planning Board
and Pender County Commissioners:

Rezoning of ~~24.63~~ 4.87 Acres to GB (Large tract (PIN: 4204-63-4576-0000) is already zoned GB. Approximately 4.87 acres are petitioned to be rezoned.

This correspondence shall accompany the Rezoning Application for Renovation Church and shall serve as the narrative for the rezoning request. This property is an assemblage of parcels owned by multiple entities for the purpose of establishing a church campus.

The core property has been zoned GB for quite some time. However; ~~two~~ three of the parcels are currently zone PD:

1. 3.05 acre rear parcel is zoned PD and is designated for regional storm water retention. The applicant has been advised that the retention pond must be zoned GB, just as the balance of the property.

2. 1.0 acre parcel on the hard corner is zoned PD. This property has a deed restriction against fuel sales and convenient stores because it was once owned by the owners of the convenient store across Sloop Point Road.

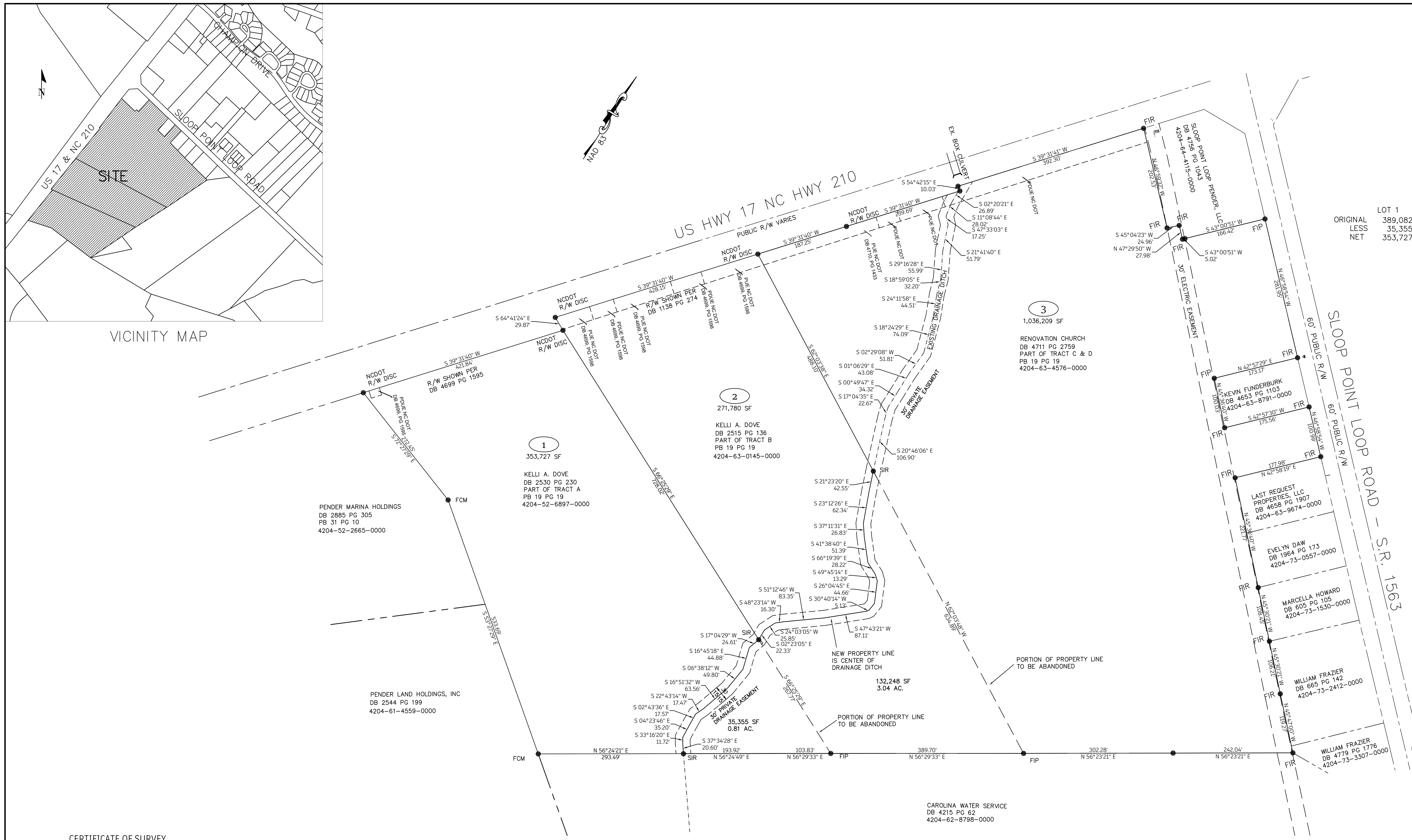
3. Reference third PIN as part of Rezoning application (PIN: 4204-62-2745-0000) totaling approximately 0.82 acres according to Pender County GIS.

The applicant has coordinated with its engineers and NCDOT to effect the safest means of ingress and egress to the property as evidenced by the attached masterplan. By rezoning all of this property to GB, the applicant will be able to achieve their master plan of selling outparcels to raise additional capital for completing the Renovation Church Campus development.

Respectfully Submitted,

Lenny Moore, Director of Faculties
Renovation Church

Pastor Jonathan Cockrell
Renovation Church



AREA SUMMARY

	LOT 1		LOT 2		LOT 3
ORIGINAL	389,082 SF	ORIGINAL	404,028 SF	ORIGINAL	868,606 SF
LESS	35,355 SF	LESS	132,248 SF	PLUS	35,355 SF
NET	353,727 SF	NET	271,780 SF	PLUS	132,248 SF
				NET	1,036,209 SF

SURVEY REFERENCE
DEED BOOK 4711 PAGE 2759
DEED BOOK 2515 PAGE 136
DEED BOOK 2530 PAGE 230
MAP BOOK 19 PAGE 19

SURVEY REFERENCE
MAP BOOK 31 PAGE 245
NEW HANOVER COUNTY REGISTRY

LEGEND

SIR	SET IRON ROD
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
●	PROPERTY CORNER
FCM	FOUND CONCRETE MONUMENT

CERTIFICATE OF SURVEY AND ACCURACY

I, G ANDERSON GREENE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS PAGE SHOWN THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 17 DAY OF OCTOBER A.D. 2022

SEAL OR STAMP G Anderson Greene

SURVEYOR
L-3370
LICENSE NUMBER

NORTH CAROLINA PROFESSIONAL SEAL L-3370 LAND SURVEYOR G ANDERSON GREENE

CERTIFICATE:
G.S. 47-30(11)d
THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

G Anderson Greene
G ANDERSON GREENE, PLS 3370

NORTH CAROLINA PROFESSIONAL SEAL L-3370 LAND SURVEYOR G ANDERSON GREENE
10/17/22

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, ________________ REVIEW OFFICER OF PENDER COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: REVIEW OFFICER

CERTIFICATE OF REGISTRATION BY THE REGISTER OF DEEDS:

STATE OF NORTH CAROLINA
COUNTY OFPENDER

FILED FOR REGISTRATION ON THE DAY OF ,20
AT ________ (a.m./p.m.) AND DULY RECORDED IN MAP BOOK:
AT PAGE: ________

REGISTER OF DEEDS

100 0 100 200
GRAPHIC SCALE 1" = 100'

NOTE:
THIS MAP IS FOR THE PURPOSE OF RECOMBINATION OF A PORTION OF TRACT A & TRACT B AS SHOWN ON MAP BOOK 19 PAGE 19 WITH TRACT C & D. ALL LOTS MEET OR EXCEED ZONE REQUIREMENTS.

THIS PROPERTY IS NOT LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM COMMUNITY PANEL 3720 4204 00J.

PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD, PUBLIC OR PRIVATE.

(RECOMBINATION)MAP FOR RECORD

RENOVATION CHURCH

TOPSAIL TOWNSHIP PENDER COUNTY NORTH CAROLINA

OWNER: RENOVATION CHURCH
ADDRESS: PO BOX 1189
HAMPSTEAD, NORTH CAROLINA 28443
PHONE:

STROUD ENGINEERING, P.A.
102-D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
(910) 815-0775 (910) 815-0593 FAX
C-0647

DESIGNED:	
DRAWN:	GAG
APPROVED:	JHF
DATE:	10/06/22
SCALE:	1" = 100'
SHEET 1OF	1

Page 20 of 29

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		**Residential**				**Mixed Use**	**Commercial**		**Industrial**		**Special Purpose**
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the “S”, “PM” or “D” is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying