Pender County

Agenda

Planning Board Meeting

Tuesday, May 2, 2023 @ 7:00 PM

Hampstead Annex Auditorium

		Presenter	Page
1.	CALL TO ORDER		
2.	ROLL CALL		
3.	INVOCATION		
4.	PLEDGE OF ALLEGIANCE		
5.	ADOPTION OF AGENDA		
6.	ADOPTION OF MINUTES		
6.1.	April 4, 2023 Planning Board Meeting Minutes Planning Board Minutes for April 4, 2023 - Pdf		3 - 16
7.	PUBLIC COMMENT		
8.	PUBLIC HEARINGS		
8.1.	REZONE 2023-42 FLUMA : Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township REZONE 2023-42: FLUMA - Pdf		17 - 41
8.2.	REZONE 2023-43 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 20 acres from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use in the Topsail Township REZONE 2023-43 FLUMA - Pdf		43 - 97
8.3.	REZONE 2023-44: Request to rezone two tracts of land totaling approximately 20 acres from the RP, Residential Performance zoning district to the PD, Planned Development zoning district in the Topsail Township REZONE 2023-44 - Pdf		99 - 151
8.4.	REZONE 2023-47 CZMA: Conditional Zoning Amendment Revision Request for the Falls Mist Development REZONE 2023-47 CZMA - Pdf		153 - 179
9.	CLOSED SESSION (IF APPLICABLE).		
10.	DISCUSSION		
11.	NEXT MEETING DATE		
12.	ADJOURNMENT		

Pender County
April 4, 2023 Planning Board Meeting Minutes

TO:	Planning Board
FROM:	Daniel Adams
DATE:	May 2, 2023
SUBJECT:	April 4, 2023 Planning Board Meeting Minutes

SUMMARY:
Planning Board Minutes for April 4, 2023

ACTION REQUESTED:
Approval of minutes from the April 4, 2023 Planning Board Meeting

ATTACHMENTS:
1. April 4, 2023 Planning Board Meeting Minutes

DRAFT MINUTES
Planning Board Meeting
Tuesday, April 4, 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 Jeff Beaudoin
MEMBERS ABSENT:	John Gruntfest
OTHERS PRESENT:	Daniel Adams, Planning Director Justin Brantley, Senior Planner Greg Feldman, Long Range 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 7:02 pm.

2 ROLL CALL

3 INVOCATION

4 PLEDGE OF ALLEGIANCE

5 ADOPTION OF AGENDA

Motion to amend the agenda by allowing Item 8.3, REZONE 2023-45, to be moved and heard first made by Damien Buchanan, seconded by Jeff Beaudoin.

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			
	6	0	0	1

CARRIED.

6 ADOPTION OF MINUTES

Motion to approve the March 7, 2023, Planning Board minutes with two corrections made on page 23 pertaining to the two voting blocks, made by Damien Buchanan, 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			
	6	0	0	1

CARRIED.

7 PUBLIC COMMENT

Laura Puryear, 209 Abbey Lane, stated that she feels that there has been reckless building in and around the Scotts Hill area which has caused numerous accidents, some critical and deadly. She stated that many local newspapers have written about the traffic in the Scotts Hill area. Ms. Puryear stated that before any more building is approved, the roads and traffic situations need to be fixed. She stated that she is upset due to the fact that the Planning Board's vision statement is not being followed as a guideline.

Jennifer Mackenzie, 103 Leslie Lane, informed the Board that most people think droughts are caused by not enough rain and coastal flooding is caused by too much rain, but both of those answers would be wrong. She stated that almost all rain begins in the oceans and once the molecules are heavy enough to form a rain cloud then they are moved by trade winds to land. Ms. Mackenzie stated that once a rain cloud reaches land, it can travel no further than four hundred miles inland. Ms. Mackenzie added that the canopy in the 65 acre Abby Nature Preserve is massive and incredibly significant. She stated that Pender County is one of the top five regions responsible for tree cover loss and this is not a list that Pender County should want to be on. Ms. Mackenzie stated that she will share this information with all media and as a journalist herself, she takes a very personal interest in this issue.

Kim Meyer, 102 Leslie Lane, stated that she attended the Board of Commissioners meeting the day before and the Chairwoman, Jackie Newton, indicated that stake holders are the members of our communities. Ms. Meyer stated that it is not only about the businesses and the people that want to move into the area, but also about the current residents. She stated that the vision statement indicated that new development should consider existing neighborhoods and her biggest concern is that when new neighborhoods are being built, stormwater runoff is not sufficiently addressed. Ms. Meyer stated that she asked the Commissioners to consider a storm water manager in previous meetings and hopes that Pender County can employ one soon to help manage stormwater runoff.

Ms. Meyer stated that the Abby Nature Preserve is a part of the North Carolina Coastal Trust and should hopefully never be developed. She stated that the immediate forest before the Preserve is going to be clear cut and that is a major concern.

Ms. Meyer stated that she attended the Planning Board meeting last month and that there were many concerned citizens requesting the Board to at least pause their decision. She requested that the Planners consider putting on their website the number of homes, apartments, or complexes that are being approved by the Boards and then provide the progress of new schools, roads and other infrastructure that is needed to support these developments. Ms. Meyer stated that she does not know where that information is provided on the website.

Ms. Meyer stated that a new website has been created named SaveScottsHill.org. She stated that this site was developed to provide the community with information but then she attends the meeting tonight and finds out about a rezoning in her area that the community was not aware of. Ms. Meyer stated that they are not getting the information that they want though she has repeatedly asked but it appears to fall on deaf ears. She stated that they want to be involved, they are the community and would love to work with the County.

Mr. Buchanan stated that an individual owning private land is allowed to develop their land by right without this Board or the Board of Commissions approval. He stated that there are some things that a landowner can do with his land that the Board has no control over other than making sure that the Ordinance is followed.

Mr. Buchanan stated that he agrees that a better stormwater management process is needed and the way that can happen is through an Ordinance. He stated that the Planning Board has requested the need for a new Ordinance. Mr. Buchanan stated that he feels that a new Comprehensive Land Use Map and Ordinance would help improve the standards.

Mr. Buchanan stated that the Ordinance requires adjacent property owners within five hundred feet of a proposed property be notified by mail. He stated that there is a sign posted on the property and also a legal ad is run in the local paper. Mr. Buchanan stated that the Board will work with the Planning staff to provide the public with more information by means of the County website.

Ms. Meyer stated that she wants to work with the Planning Board and staff concerning the changes to the UDO. She stated that it is her understanding that a fee of $250.00 would need to be paid in order to recommend a proposed change. Ms. Meyer stated that she wants to work with the Commissioners on the issue of the $250.00 application fee due to the fact that many members of the public may not have that extra amount to pay.

Ms. Puryear stated that she understands that property is individually owned but

does feel that the property should be developed a certain way keeping in mind traffic, watershed, and all the other issues presented. She stated that the public does not feel they are being listened to. Ms. Puryear stated that she understands building will take place but feels is needs to be done responsibly. She stated that she feels the Planning Board members are the first eyes that see the developments being proposed and someone needs to let the community know what is happening.

Ms. Mackenzie stated that Pender County had the opportunity to buy the Foy property and that the tree section of the Ordinance should have been looked at before the purchase of the Foy property and not after. She stated that the sale is not the Foy family's or the citizens' fault but rather the elected officials of the County. Ms. Mackenzie stated that she feels the County let down the people who live in this County.

8 PUBLIC HEARINGS

a) REZONE 2023-45

Daniel Adams, Planning Director, presented the staff report.

Mr. Adams stated that the applicant's representative, Spruill Thompson, was in the audience.

Mr. Jordan asked if the properties are adjoining. Mr. Adams stated that the large parcel in the middle, but not included with this application, is also owned by the Applicant and is zoned GB, General Business.

Mr. Jordan asked the Board members if they had any questions for the Planning staff. No questions were presented.

Mr. Daniels stated that the Applicant is present and is prepared to answer any questions the Board members may have but did not prepare a presentation.

Mr. Buchanan asked if the bottom part of the property backs up to Kiwanis Park with Mr. Daniels stating the property is not adjacent to the park.

Mr. Jordan asked the Board members if they had any questions for the Applicant and no questions were presented.

Mr. Buchanan stated that this request is straightforward due to there being no close neighbors for it to impact and that the property is located

on the highway. Mr. Buchanan asked if rezoned, would there be any uses allowed that are not currently allowed. Mr. Daniels stated that the PD district is a mixture of uses whereas the proposed GB district would give up rights to develop residentially for the most part.

Mr. Beaudoin 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			
	6		0	1

CARRIED.

b) REZONE 2023-43 FLUMA and REZONE 2023-44

Greg Feldman, Long Range Planner, presented the staff report for both rezonings.

Mr. Feldman informed the Board that the applicant and representatives are present.

Mr. Buchanan asked Mr. Feldman to go back to the slide that contains the traffic information. He asked for verification of the vehicle compacity percentage to which Mr. Feldman responded with 98 percent. Mr. Buchanan asked if that percentage considers the future bypass or just current traffic. Mr. Feldman stated that this study contains current traffic counts only without considering any future roadway improvements.

Mr. Beaudoin asked how many units the requested PD, Planned Development, zone will allow. Mr. Feldman stated that the zoning map does not dictate density but rather the Future Land Use Map dictates density. Mr. Feldman said that the properties are currently designated as Medium Density Residential with some Neighborhood Mixed Use. He stated medium density allows for three to six dwelling units an acre whereas with the current zoning of RP, Residential Performance, allows for three dwelling units per acre, by right.

Mr. Feldman stated that the requested Future Land Use category, Regional Mixed Use, allows for up to fifteen multi-family units per acre. Mr. Feldman stated that if the properties were rezoned to PD, a Master Plan would then have to be brought before the Planning Board. He also stated if the Future Land Use Map was amended to Regional Mixed Use, a Master Development Plan could be submitted that has a development pattern showing fifteen units per acre.

Mr. Beaudoin stated that the Regional Mixed Use designation basically allows for the basis on which to increase the density. Mr. Feldman agreed and stated that the density is determined by the Future Land Use categories.

Mr. Feldman encouraged the Board to consider every possibility that could take place with the two proposed parcels if both or either request was to be approved.

Mr. Beaudoin stated that if the rezoning to PD is approved, a developer would still need to submit a Master Plan that would need to adhere the PD requirements.

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

Richard Collier with McKim and Creed, representative of Applicant, informed the Board of some history pertaining to this property. He stated that he knows the history with Blake Farm is not in consideration today but having a connector road, Atlantic Avenue, and water connection helps the County in many ways. He stated that Atlantic Avenue would connect from US Hwy 17 through Blake Farm through a roundabout and ultimately connect with Sidbury Road. He stated this route would be another way of removing some of the traffic that would utilize Hwy 17.

Mr. Collier stated that the Land Use Plan somehow skipped this piece of property with its three- or four-hundred-foot-deep Neighborhood Mixed Use and Regional Mixed Use, which is further south. He stated that since it is undeveloped land, he understands why it was left residential. Mr. Collier stated that a multi-family or a more medium density type situation with fifteen units is what is expected along a major thoroughfare as it transitions back into the single family residential.

Mr. Collier stated that the applicant would like to use the property that wraps around the emergency center as a multi-family facility. There would be an exit out by the way of Atlantic Avenue which would extend down to Hwy 17.

Mr. Collier stated that the rezoning request to PD is to blend in with the current Blake Farm as that development moves forward. Mr. Horton is currently developing and building lots in Blake Farm so he feels that this is a natural progression of the development pattern in the Blake Farm community. He stated that Blake Farm

has apartments currently being built on Blake Farm Boulevard. Single family units will begin to be located and built beyond the apartments.

Mr. Collier stated that they are requesting a modification to the Land Use Plan to the Regional Mixed Use and then allowing the rezoning to PD so that there is consistency with Blake Farm.

Mr. Collier stated that a traffic study has already been conducted and water planning has already been completed. He stated that a well will be adjacent to the fire station that will help Pender County's water system. Mr. Collier stated that they have been working with the County on additional well sites in Blake Farm.

Mr. Collier stated that he realizes all the factors he has spoken of have nothing to do with the rezoning request but he was just trying to provide a broader picture and he wanted to lay that information out for the Board members. He stated that he knows that the facts he has presented cannot be taken into consideration but he feels it is worth the Board to understand a broader picture.

Mr. Beaudoin asked Mr. Collier if Atlantic Avenue is located between the two parcels. Mr. Collier stated that Atlantic Avenue will come out directly beside the emergency access. Mr. Collier stated that the road will follow the Blake Farm property line. Mr. Beaudoin asked if the road will then connect into Blake Farm and Mr. Collier responded affirmatively.

Mr. Collier stated that he is available to answer any questions pertaining to their application requests. He stated that they are requesting a rezoning and a Future Land Use Map amendment. Mr. Collier stated that if approved, the applicant would still need to come back before the Planning Board with a Master Plan due to it being zoned PD.

Mr. Jordan asked if the other members have any additional questions for Mr. Collier and no questions were presented.

Mr. Teachey stated that he had a question for the staff concerning Atlantic Avenue. He asked with the current zoning, would a connector street need to be extended anyways. Mr. Adams stated that there is a proposed collector road and alignment on this parcel.

Ian Flannery, 6752 Parker Farm Road, stated that he is here on behalf of the Applicant also. He stated that he signed up in the event that he could answer any questions that Mr. Collier may not have been able to answer.

Mr. Jordan asked Mr. Flannery if he was in favor of the applications and Mr. Flannery responded that he is.

Mr. Buchanan stated that in the future, applicant representatives do not need to sign up to speak. Mr. Adams asked if Mr. Riddick, was also a representative of the Applicant. Mr. Flannery responded affirmatively.

Mr. Jordan asked if the Board members had any questions for the Applicants.

Mr. Beaudoin asked if the concept is apartment buildings or multi-family units. Mr. Flannery stated that the applicant has nothing concrete currently. He stated he knows it is just a rezoning, but he was just curious. Mr. Collier stated that he did not want to imply in any way, shape or form that the applicant is requesting anything but the Rezoning and Amendment to the Future Land Use Map.

Mr. Buchanan stated that he is uncomfortable with this request due to the traffic and also the unknown. He stated that he does not know how the applicant is planning on developing the property. Mr. Buchanan stated that there are a lot of questions and while he is not against growth and development, he does believe that given the amount of public concern about not knowing what is happening in the County and not enough public engagement, any request to change the density of an area needs to go through a Conditional Rezoning process. This process would allow public comment and the public would know what exactly is being requested. Mr. Buchanan stated that it allows a dialogue between the community and the landowners.

Mr. Beaudoin asked if a community meeting is part of the Planned Development process. Mr. Daniels stated that a community meeting is not part of the process when a Master Plan is submitted.

Mr. Buchanan asked Mr. Collier if the applicant would be willing to go through the Conditional Rezoning process. Mr. Collier stated that he does not know if the Conditional Rezoning process would be necessary due to both processes providing the same items. Mr. Buchanan stated that conditions can be placed with a Conditional Rezoning and Mr. Collier stated that conditions can be placed in a PD development also.

Mr. Daniels stated a correction is needed on the record. A community meeting would be required in a Planned Development Master Plan submittal.

Mr. Beaudoin stated that he has a significant amount of experience dealing with Planned Developments and a community meeting would be required to hear the concerns and possibly adjust the plan to keep all parties satisfied. Mr. Beaudoin

stated that this will come before the Planning Board again to evaluate the whole plan, including density.

Mr. Collier stated that they are asking for the PD rezoning so that the applicant knows what they are designing for instead of making a guess as to what the Board could approve. He stated that if it is rezoned PD, the applicant will know what the tolerance of the density will be and what types of dwellings would be allowed in that district.

Mr. Beaudoin stated that he feels one of the biggest issues will be traffic. He stated that a traffic study may need to done and possible improvements completed as a result of the study.

Ms. Mosca asked Mr. Adams when the Future Land Use Map was created. Mr. Adams stated that the plan process started in 2017 and the was adopted in 2018. Ms. Mosca asked why this one particular section was not included and zoned the way it was. Mr. Adams stated that he does not know if he has a good answer to her question. Mr. Teachey stated that he feels that there were many areas skipped and shouldn't be zoned the way they are.

Mr. Beaudoin asked if this land was not originally included with Blake Farm due to an access easement issue. Mr. Collier stated that there was an access easement across this piece of property for Atlantic Avenue to connect, but it did not get recorded so it was suddenly gone, the land was sold to the Carlson family, and there was no longer an easement.

Mr. Pitts stated that he feels that the Board is very concerned with density and he does like the idea that a Planned Development Master Plan must be brought back before the Board.

Mr. Buchanan stated that Planned Developments can be tricky, and he does not feel he has a full understanding right now to make an informed decision. He would prefer to table the decision until the Board has a better understanding.

Mr. Feldman reminded the Board that these applications are being treated as two separate applications so two separate motions would need to be made. Mr. Feldman stated that 2023-43 would be the Future Land Use Map Amendment and 2023-44 would be the general Rezoning.

Ms. Mosca made a motion to table item 2023-43 FLUMA until the May 2, 2023, meeting with Mr. Buchanan 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	X			
Norman (Ken) Teachey	X			
	6	0	0	1

CARRIED.

Ms. Mosca made a motion to table item REZONE 2023-44 until the May 2, 2023, meeting with Mr. Buchanan 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	X			
Norman (Ken) Teachey	X			
	6	0	0	1

CARRIED.

Mr. Buchanan made a motion to hold the May 2, 2023, meeting at the Hampstead Annex. Mr. Teachey 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			
	6	0	0	1

CARRIED.

Mr. Feldman stated that due to the applications being tabled to a certain date, there will not be another public notice, signs will not be posted, and no ad will run in the paper.

9 DISCUSSIONS

Justin Brantley, Senior Planner, led an informal discussion with the Planning Board members pertaining to solar farms and new requirements that will be proposed soon.

Mr. Buchanan made a motion to enter closed session under N.C. General Statute, 143.318.11, Item 3, Attorney Client Privilege. Ms. 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	X			
Norman (Ken) Teachey	X			
	5	0	0	1

CARRIED.

Planning Board members entered closed session at 9:11 p.m. and left closed session at 9:38 p.m.

10 NEXT MEETING DATE

May 2, 2023, at 7:00 p.m.
Pender County Hampstead Annex Building
15060 US Hwy 17
Hampstead, NC 28443

11 ADJOURNMENT

Mr. Beaudoin 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			
	6	0	0	1

CARRIED.

Meeting adjourned at 9:47 p.m.

Pender County
REZONE 2023-42 FLUMA : Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township

TO:	Planning Board
FROM:	Justin Brantley
DATE:	May 2, 2023
SUBJECT:	REZONE 2023-42 FLUMA : Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township

SUMMARY:
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 County Club Drive approximately 850 feet southwest of Transfer Station Road in the Topsail Township and may be further identified by Pender County PINs 4203-35-3108-0000 and 4203-25-5746-0000.

This case was tabled at the March 7, 2023, Planning Board meeting.

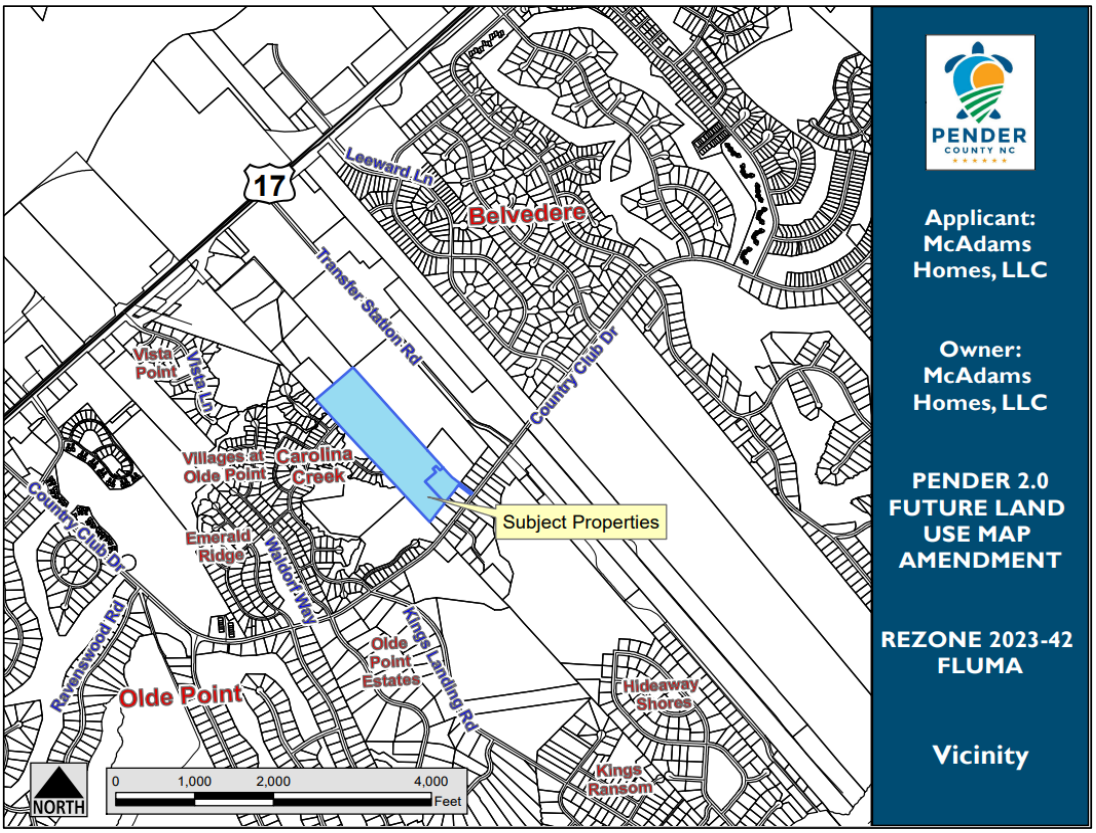
ACTION REQUESTED:
To hold a public hearing and consider the Future Land Use Map amendment request.

ATTACHMENTS:
1. Staff Report
2. Application and Narrative

STAFF REPORT FOR REZONE 2023-42 FLUMA
FUTURE LAND USE MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-42 FLUMA
Hearing Dates	March 7, 2023 Planning Board May 2, 2023 Planning Board - Continued June 19, 2023 Board of Commissioners
Applicant	McAdams Homes, LLC
Property Owner(s)	McAdams Homes, LLC
Parcel Identification Number(s)	4203-25-5746-0000 & 4203-35-3108-0000
Acreage	29.64
Township	Topsail
Current Zoning District(s)	PD, Planned Development
Pender 2.0 Future Land Use Category	Low Density Residential
Requested Future Land Use Category	Medium Density Residential

FUTURE LAND USE MAP AMENDMENT PROPOSAL
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 designation to the Medium Density Residential designation.
LOCATION
The subject properties are located north of County Club Drive approximately 850 feet southwest of Transfer Staton Road in the Topsail Township and may be further identified by Pender County PINs 4203-35-3108-0000 and 4203-25-5746-0000.



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 29.64 acres from the Low-Density Residential future land use designation to the Medium Density Residential designation. Pender County PIN 4203-25-5746-0000 totals approximately 27.07 acres and is within the PD, Planned Development Zoning District, PIN 4203-35-3108-0000 is approximately 2.57 acres and is also within the PD, Planned Development zoning district. See attached application package with narrative included as Attachment 1.

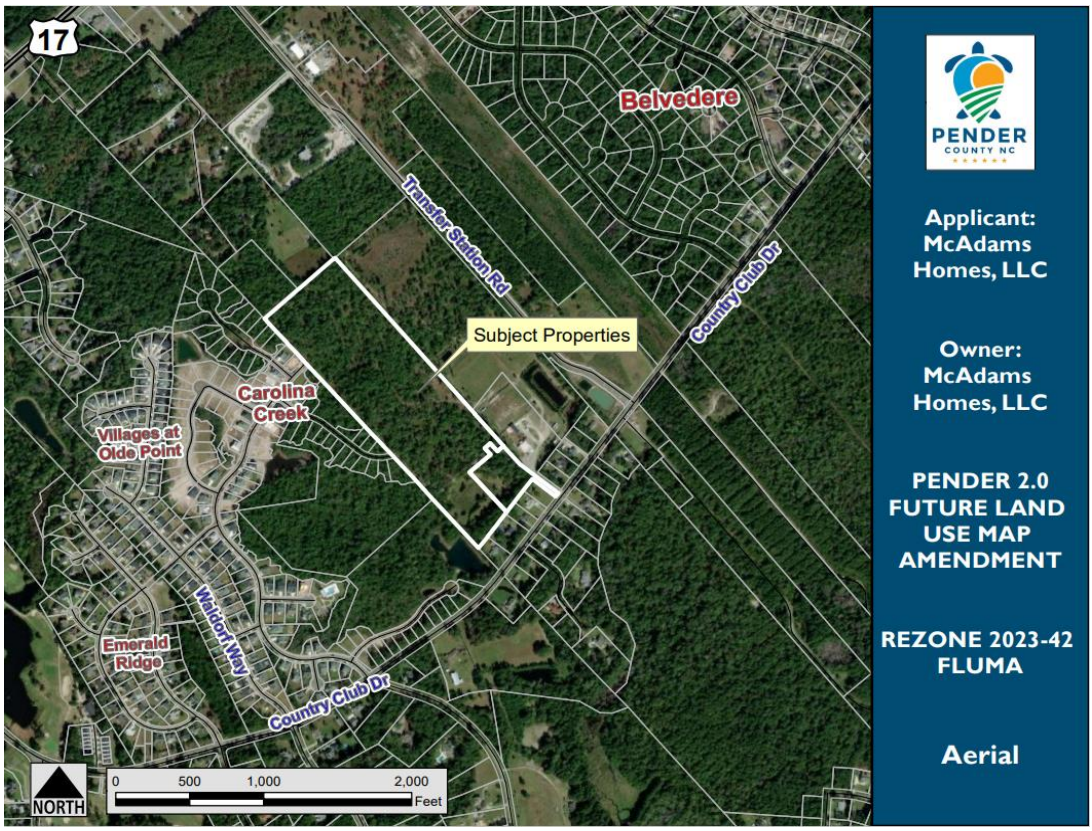
Because this is a proposal for a future land use map amendment, a conceptual plan is not included within the application. If approved, the subject properties could be developed based upon all uses that are permitted by right or by Special Use Permit in the PD, Planned Development zoning district consistent with the underlying future land use map designation. However, any future development of the site must comply with the standards of the 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.

Intent of the Planned Development 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.

Dimensional Requirements

As this is a proposed amendment to the future land use map, dimensional requirements such as setbacks, lot sizes, and building heights in the PD zoning district are determined by the underlying future land use category and are established with the Planning Board's approval of a Master Development 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 PD, Planned Development zoning district consistent with the underlying Future Land Use Map designation. See descriptions below of existing and proposed future land use categories for allowable uses.

TRANSPORTATION INFRASTRUCTURE

Access
The subject properties have direct access to Country Club Drive. 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 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) – 2020; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
Country Club Drive	Between Kings Landing Rd and Transfer Station Rd	5,500	13,895	0.40

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 Country Club Drive. 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 Low-Density Residential to Medium Density Residential, 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)

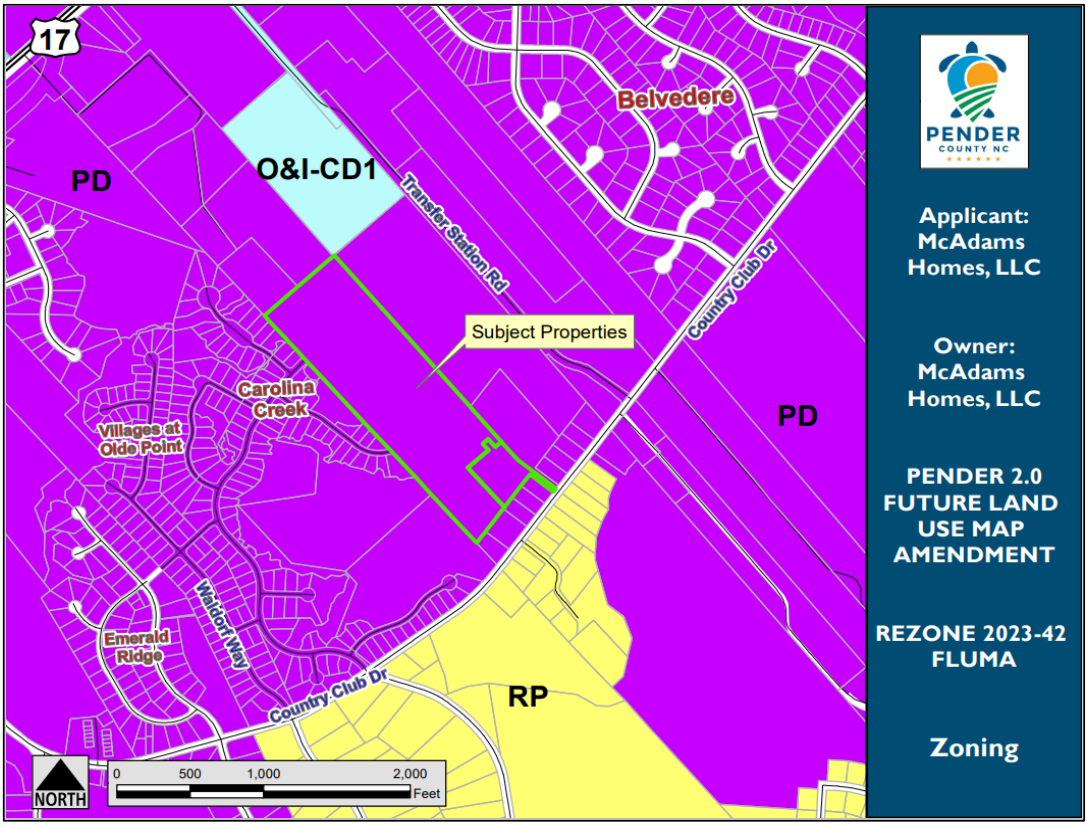
[2] According to the NC Division of Coastal Management (NC DCM)

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

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

EVALUATION

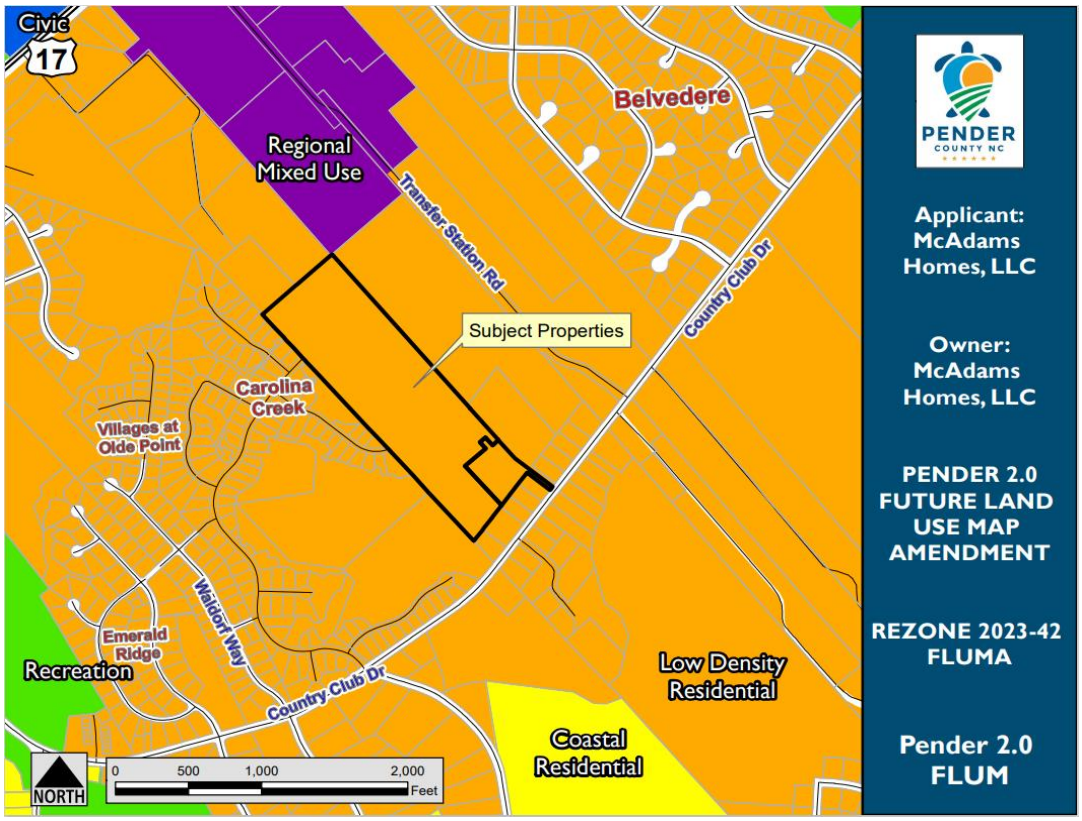
Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Commercial	O&I-CD-1 (Office & Industrial Conditional Zoning District), Planned Development
East	Residential	RP, Residential Performance, PD, Planned Development
South	Residential	RP, Residential Performance, PD, Planned Development
West	Residential	PD, Planned Development

Surrounding Zoning
The subject properties are currently within the PD, Planned Development zoning district. Properties immediately adjacent to the subject properties are currently zoned PD, Planned Development and RP, Residential Performance, and O&I-CD-1, Office and Institutional Conditional District, as indicated by the table above.

Below: Current Future Land Use Map of Area



Existing Future Land Use Classification: Low Density Residential (LDR)

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.

LDR Desired Uses:
• 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

LDR Inappropriate Uses:
• Non-residential development
• Single-family dwellings – attached
• Multi-family residential uses

LDR Transportation Infrastructure:
• Automobile: Collector (local, minor), and local roads
• Pedestrian: 5 foot sidewalks on one side
• Cyclist: bicycle lanes and multi-use paths

Proposed Future Land Use Classification: Medium Density Residential (MDR)

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

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 Low Density Residential to Medium Density Residential for several reasons.

The Pender 2.0 Comprehensive Land Use Plan provides that the Low Density Residential (LDR) category is appropriate where water and sewer may not be available. The area in question does have the availability of both water and sewer infrastructure which supports higher density

residential and commercial projects. The proposal is seeking an increase in residential density from 2 dwelling units an acre or less to 3-6 dwelling units per acre or less under the proposed designation. In addition, as detailed in this report, Country Club drive is at around 40% of the planned traffic capacity for this section and would be able to support an increase in traffic associated with this change in allowed density. 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. Lots in this area of the County range from .2 acres in size to around half an acre in size. 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. 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.

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 is 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

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

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

Future Land Use Plan Amendment Submission

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 November 29, 2022
2. X **Signed Application**
3. X **Payment**
   $250
4. X **Requested Revision Boundary Map**
   Amendment must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a 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 future land use designation 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, please 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 _____ Date January 5, 2023

Printed Name McAdams Homes, LLC
Adam Sosne, Member

Staff Initials:	JB
Date:	1/25/23

Application for Future Land Use Amendment

THIS SECTION FOR OFFICE USE			
Application No.	CPMA REZONE 2023-42 FLUMA	**Date**	1/25/2023
Application Fee	$ $250.00	**Invoice Number:**	00031015
Pre-Application Conference	11/29/2022	**Hearing Date**	3/7/2023 (PB) & 4/17/2023 (BC)

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	McAdams Homes, LLC	**Owner's Name:**	McAdams Homes, LLC
Applicant's Address:	6626 Gordon Road, Unit C	**Owner's Address:**	6626 Gordon Road, Unit C
City, State, & Zip	Wilmington, NC 28411	**City, State, & Zip**	Wilmington, NC 28411
Phone Number:		**Phone Number:**	
Email Address:		**Email Address:**	
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4203-25-5746-0000 & 4203-35-3108-0000	**Total property acreage:**	4203-25-5746-0000 - 27.07 acres 4203-35-3108-0000 - 2.57 acres Total - 29.64 +/- acres
Current FLU Classification	LDR	**Proposed FLU Classification:**	MDR
Project Address:	Country Club Drive		
Description of Project Location:	Parcel 1: 2.57 acres Parcel 2: 27.07 acres		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	January 5, 2023
Applicant's Name Printed	McAdams **H**omes, LLC, Adam **S**osne, Member	**Date:**	January 5, 2023
Owner's Signature		**Date:**	January 5, 2023
Owner's Name Printed	McAdams **H**omes, LLC Adam **S**osne, Member	**Date:**	January 5, 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:**

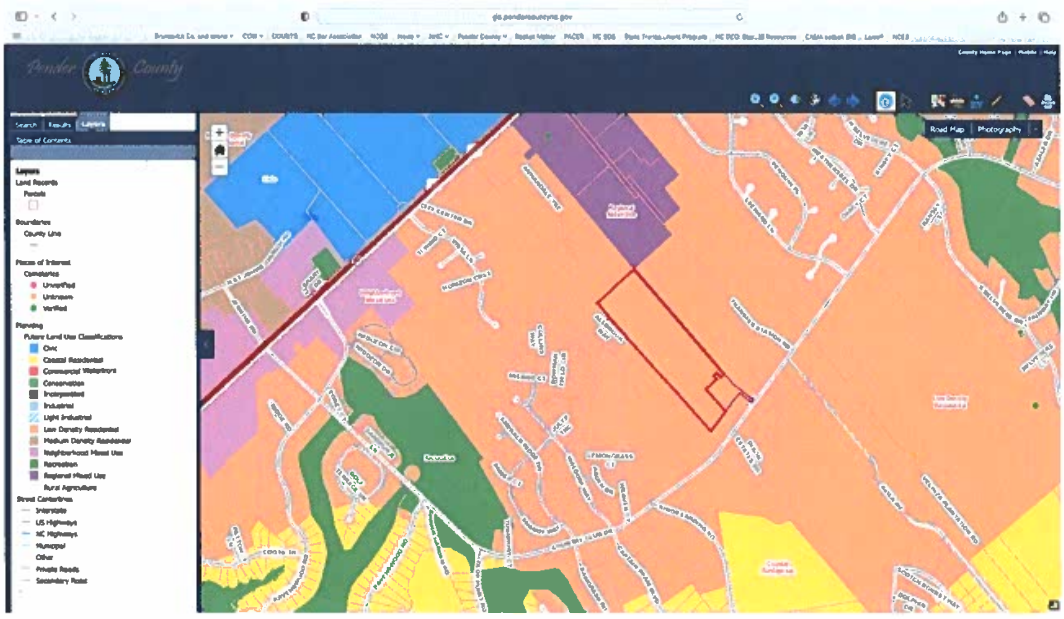
A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case.

The applicant, McAdams Homes, LLC is requesting a modification of the Future Land Use Map classification for parcels 4203-25-5746-0000 and 4203-35-3108-0000 from Low Density Residential (LDR) to Medium Density Residential (MDR) to allow for increased residential density from two units per acre to up to six units per acre which will also allow for a more creative land plan and diversity of housing types. The parcels are zoned Planned Development (PD).

The neighboring properties, while designated LDR, are currently permitted for over two units per acre as the approvals vested before the County Commissioners modified the five unit per acre density calculation in the PD zoning district. The text amendment was intended to allow for greater density in PD developments since the projects are required to receive approval of a Mater Development plan. However, the text amendment restricted the lower density residential categories even if the property is zoned PD.

The property is also located in close proximity to the north for an area designated as regional mixed-use parcel.

This modification will provide an area of transition between the higher density land use designations to the north on highway 17 to the lower density land use designations to the south closer to the coastal resources.



A. 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);

The requested change from Low Density Residential (LDR) to Medium Density Residential (MDR) does not change the range of uses as both permit single family detached, single family attached and can permit duplexes and townhouses. LDR development density is two dwelling units per acre or less while MDR development density is three to six dwelling units per acre. MDR may allow neighborhood scale commercial but only as part of a planned community.

The requested change in density is not detrimental to the natural environment; does not adversely affect the health or safety of area residents; and is appropriate for this area since the requested modification only slightly increases the allowed density which is in conformity with neighboring residential project densities.

B. 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;

Low Density Residential (LDR) is appropriate where water and sewer services may not be available. Both services are available on the property subject to this requested modification to Medium Density Residential (MDR). The project is accessed directly from Country Club Drive (SR-1565), a public right of way maintained by the North Carolina Department of Transportation. LDR and MDR are both appropriate Future Land Use Map designations based on the transportation infrastructure.

C. 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; and

The County's Comprehensive Land Use Plan calls for clustering of residential developments. This project and the proposed modification would cluster a residential project in an area with similar residential projects currently constructed or planned and permitted for construction.

The proposed modification from LDR to MDR is supported by many policies in the County's Comprehensive Plan with a few specific as follows:

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.

The area under review has the necessary infrastructure to support the request.

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.

The proposal will allow a range of housing types at an appropriate density consistent with the surrounding neighborhoods.

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.

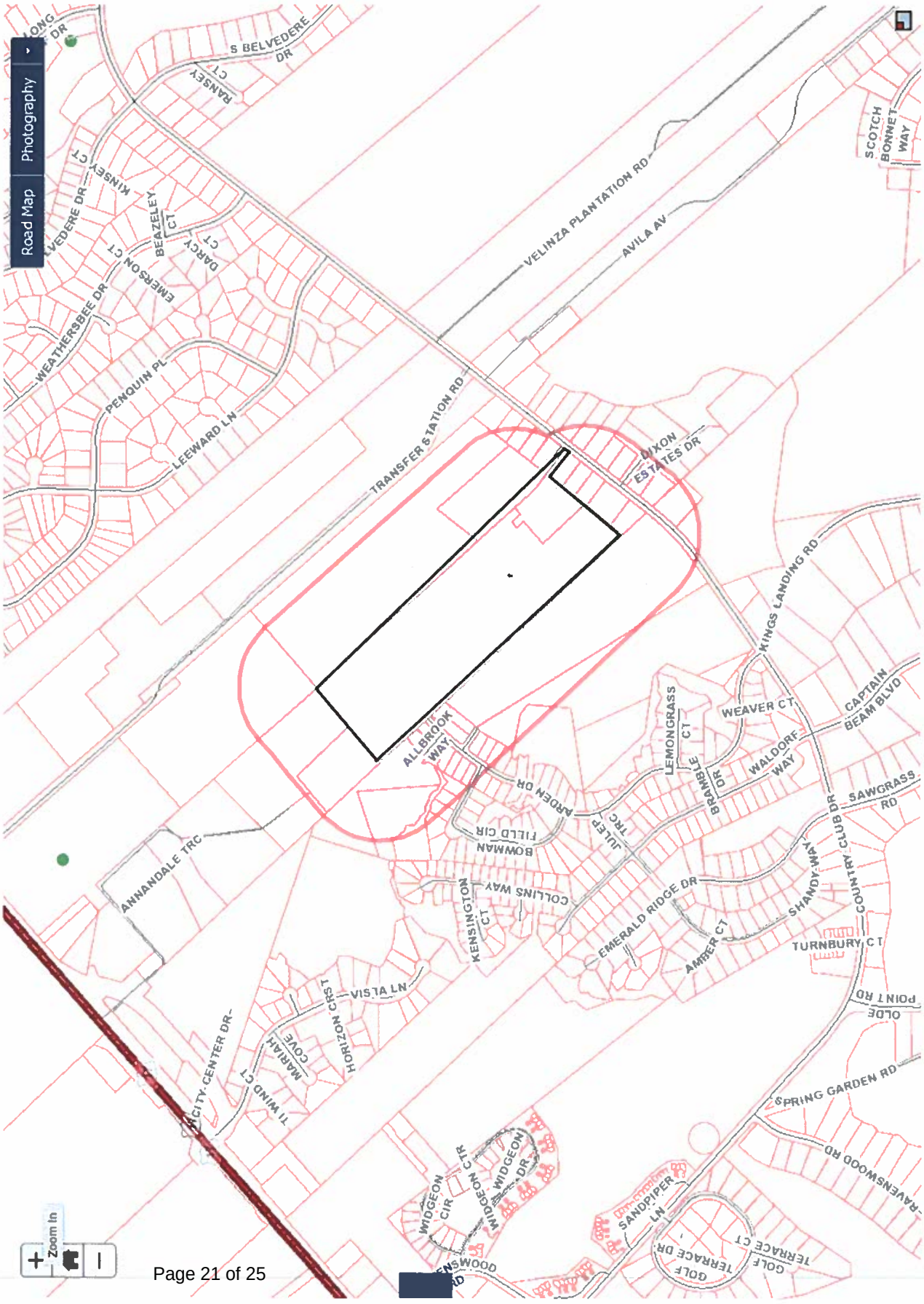
The request clusters residential development within the current appropriate future land use category of residential and does not request a change to the land use classification of any coastal or agricultural lands.

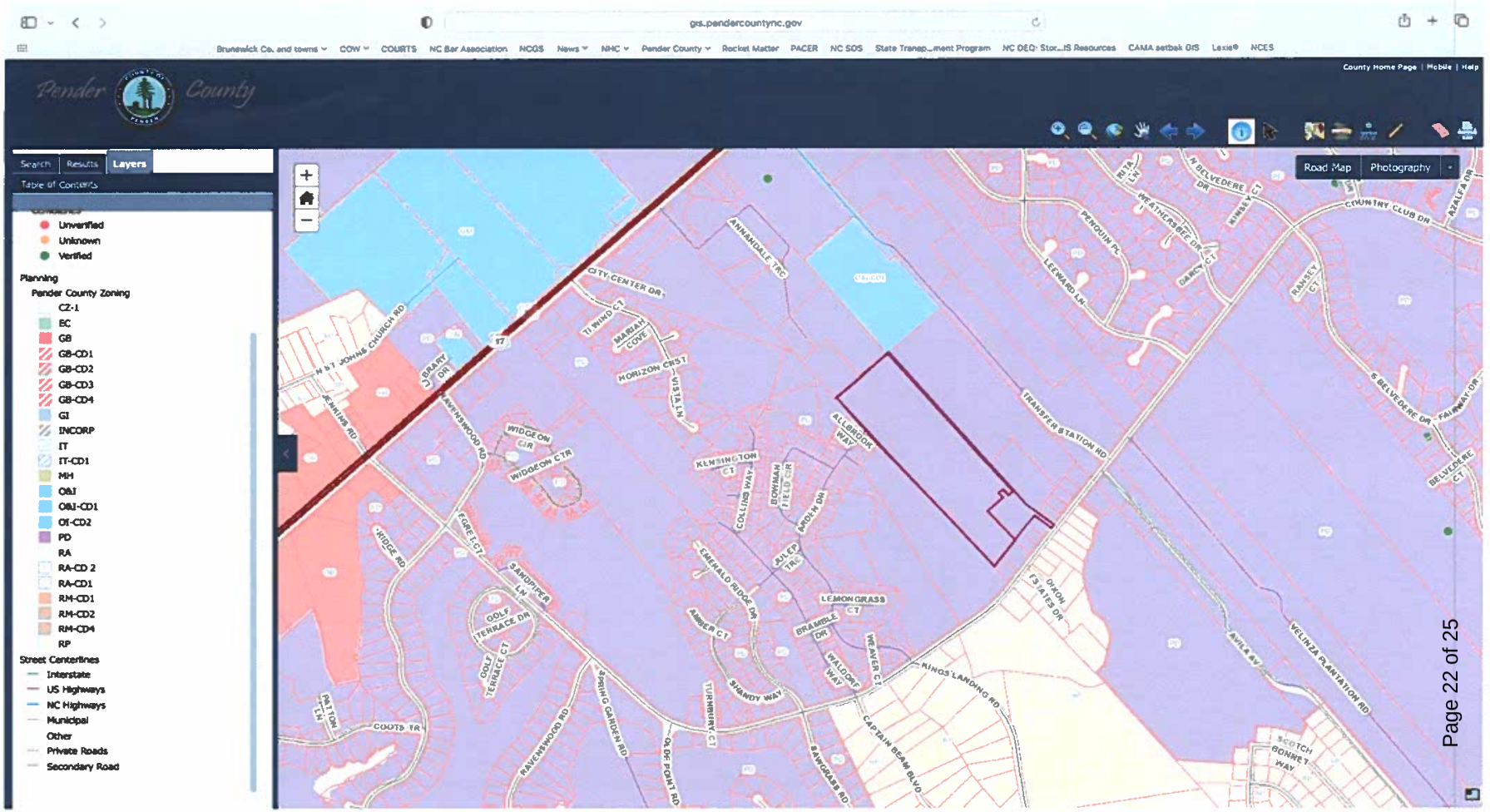
D. Whether the proposed amendment is reasonable as it relates to the public interest.

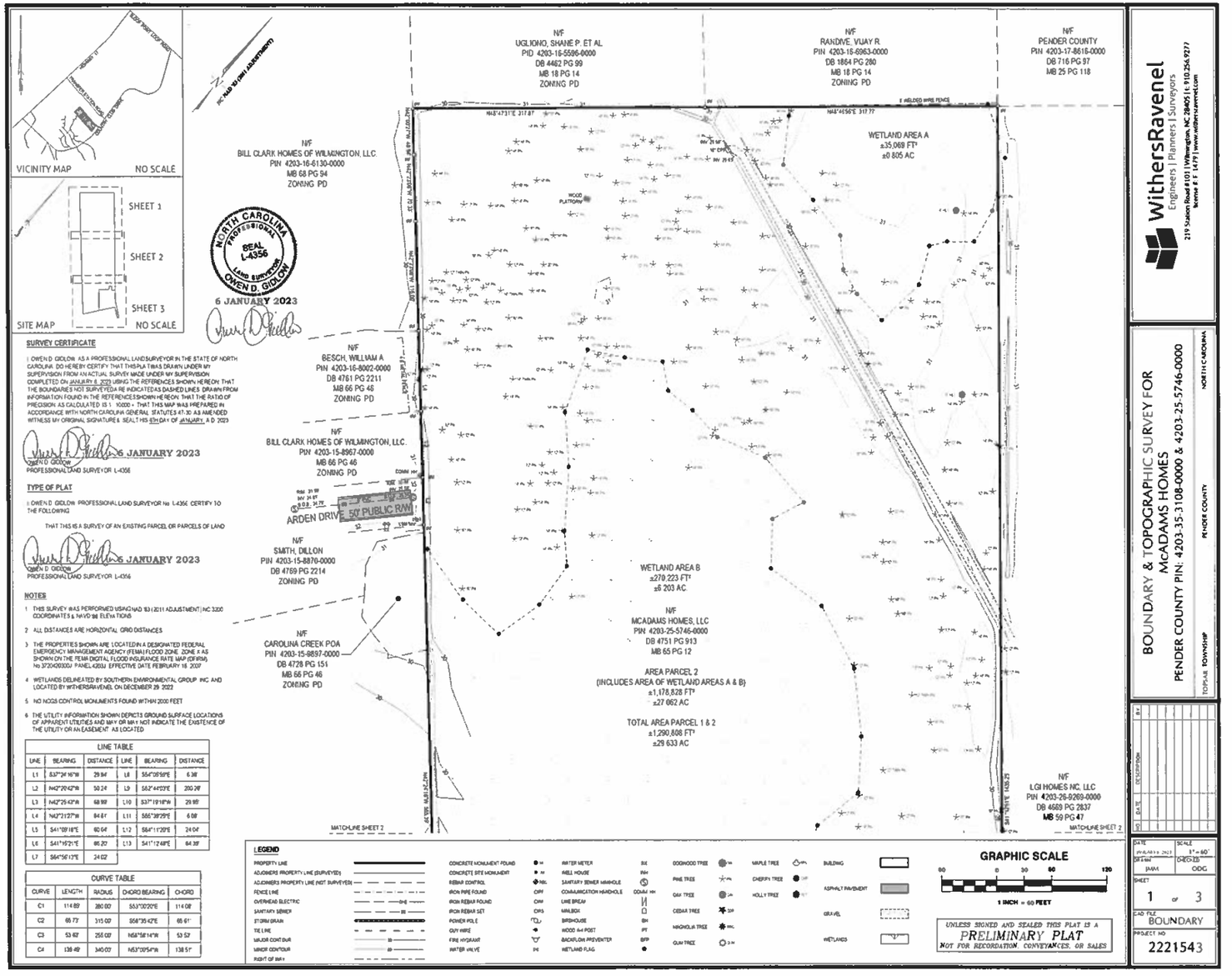
The requested modification is reasonable and in the public interest as the density is compatible with surrounding neighborhoods and current infrastructure exists to support the residential neighborhood and slight density increase. The proposal would allow for a greater range of housing types and assist with the County's need to meet residential housing demands in an appropriate location which is accessed from an NCDOT maintained right of way but in an area clustered with other residential neighborhoods.

Adjacents List

PIN	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_ADDRESS
4203-17-8616-0000	PENDER COUNTY	805 S WALKER ST	BURGAW	NC	28425	248 TRANSFER STATION RD
4203-15-6724-0000	COX LISA ANN	517 ARDEN DR	HAMPSTEAD	NC	28443	517 ARDEN DR
4203-15-5699-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	507 ARDEN DR
4203-35-8576-0000	PENNINGTON BRUCE EDWARD	142 HIGH TIDE DR	WILMINGTON	NC	28411	1585 COUNTRY CLUB DR
4203-34-2627-0000	MCENTEE SEAN PATRICK	709 BROWN PELICAN LN	HAMPSTEAD	NC	28443	1379 COUNTRY CLUB DR
4203-15-7693-0000	ZAYCER DAVID	516 ARDEN DR	HAMPSTEAD	NC	28443	516 ARDEN DR
4203-16-8002-0000	BESCH WILLIAM A	28 ALLBROOK WAY	HAMPSTEAD	NC	28443	28 ARDEN DR
4203-34-4567-0000	HOWARD ANDREW C	1396 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1396 COUNTRY CLUB DR
4203-15-2662-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-15-6961-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-34-3496-0000	KING DONNA KNOWLES	PO BOX 42	HAMPSTEAD	NC	28443	1344 COUNTRY CLUB DR
4203-35-7336-0000	REID WARREN R	1541 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1541 COUNTRY CLUB DR
4203-16-5596-0000	UGLIONO SHANE P ET AL	458 ANNANDALE TRACE	HAMPSTEAD	NC	28443	
4203-34-7944-0000	GRAHAM SHARON L ET AL	8601 HAMMOCK DUNES DR	WILMINGTON	NC	28411	1482 COUNTRY CLUB DR
4203-15-2727-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	BOWMAN FIELD CIR
4203-15-4833-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	189 BOWMAN FIELD CIR
4203-34-3709-0000	SUGG STEVEN K	119 DOWNY DR	HAMPSTEAD	NC	28443	1381 COUNTRY CLUB DR
4203-35-8099-0000	KNOTT NANCY PARHAM	1522 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1522 COUNTRY CLUB DR
4203-16-6130-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-15-9897-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-24-1845-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	COUNTRY CLUB DR
4203-35-3108-0000	MCADAMS HOMES LLC	6626 GORDON ROAD UNIT C	WILMINGTON	NC	28411	COUNTRY CLUB DR
4203-15-6860-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	529 ARDEN DR
4203-15-5729-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	207 BOWMAN FIELD CIR
4203-34-3002-0000	PIVER RUPPERT L	1256 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1256 COUNTRY CLUB DR
4203-35-6220-0000	WARREN LESLIE A	1509 COUNTRY CLUB RD	HAMPSTEAD	NC	28443	1509 COUNTRY CLUB DR
4203-25-5746-0000	MCADAMS HOMES LLC	6626 GORDON ROAD UNIT C	WILMINGTON	NC	28411	COUNTRY CLUB RD
4203-15-8870-0000	SMITH DILLON	11 COBURN DR	HAMPSTEAD	NC	28443	11 COBURN CT
4203-34-4979-0000	COLE CHRISTINE L	1459 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1459 COUNTRY CLUB DR
4203-16-2016-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	BOWMAN FIELD CIR
4203-15-3867-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	175 BOWMAN FIELD CIR
4203-15-7522-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	492 ARDEN DR
4203-35-3583-0000	JBEAU LLC	PO BOX 538	HAMPSTEAD	NC	28443	1497 COUNTRY CLUB DR
4203-34-3302-0000	MOSHER GREGORY E	1276 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1276 COUNTRY CLUB DR
4203-35-6288-0000	CZAPP KYLE C	1521 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1521 COUNTRY CLUB DR
4203-26-9269-0000	LGI HOMES NC LLC	1450 LAKE ROBBINS DR STE 430	THE WOODLANDS	TX	77380	
4203-15-8967-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	14 ALLBROOK WAY
4203-16-2892-0000	UGLIONO SHANE P ET AL	458 ANNANDALE TRACE	HAMPSTEAD	NC	28443	458 ANNANDALE TRACE
4203-34-6718-0000	MCCASKILL ANGUS G	1446 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1446 COUNTRY CLUB DR
4203-15-5640-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	483 ARDEN DR
4203-35-8404-0000	KELLY REBECCA H	C/O REBECCA ROBINSON	KINGS MOUNTAIN	NC	28086	
4203-15-7849-0000	SALYER NICHOLAS ADAM	549 ARDEN DR	HAMPSTEAD	NC	28443	549 ARDEN DR
4203-34-7289-0000	DIXON CHARLES L	1412 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	DIXON ESTATES DR
4203-15-6894-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	539 ARDEN DR
4203-34-8986-0000	TODD BRENDA CURTIN	1498 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1498 COUNTRY CLUB DR
4203-15-8107-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-24-8646-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	COUNTRY CLUB DR
4203-34-5760-0000	SMITHWICK GARY L	1424 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1424 COUNTRY CLUB DR
4203-34-7622-0000	DIXON RODNEY H	901 NUTT STREET APT 524	WILMINGTON	NC	28401	DIXON ESTATES DR
4203-15-7557-0000	CHAMPION BRADLEY F	506 ARDEN DRIVE	HAMPSTEAD	NC	28443	506 ARDEN DR
4203-15-6486-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-35-5027-0000	LEA PROPERTIES INC	PO BOX 130	HAMPSTEAD	NC	28443	
4203-15-2972-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	167 BOWMAN FIELD CIR
4203-34-3991-0000	TRAVIS TRACY L	1437 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1437 COUNTRY CLUB DR
4203-16-6963-0000	RANDIVE VIJAY R	PO BOX 10700	WILMINGTON	NC	28404	465 ANNANDALE TRACE
4203-15-9735-0000	SNIVELY VICTORIA	27 COBURN COURT	HAMPSTEAD	NC	28443	ARDEN DR
4203-34-6878-0000	DELFS CAROLYN B	1462 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1462 COUNTRY CLUB DR


Road Map
Photography
S BELVEDERE DR
RANSEY CT
VELINZA PLANTATION RD
AVILA AV
SCOTCH BONNET WAY
WEATHERSBEE DR
EMERSON CT
BEAZELEY CT
DARCY CT
PENQUIN PL
LEEWARD LN
TRANSFER STATION RD
DIXON ESTATES DR
KINGS LANDING RD
ALLBROOK WAY
LEMONGRASS CT
WEAVER CT
CAPTAIN BEAM BLVD
BRAMBLE DR
WALDORF WAY
SAWGRASS RD
COUNTRY CLUB DR
SHANDY WAY
TURNBURY CT
POINT RD
OLDE
SPRING GARDEN RD
RAVENSWOOD RD
ANNANDALE TRC
BOWMAN FIELD CIR
JULEP TRC
COLLINS WAY
KENSINGTON CT
EMERALD RIDGE DR
AMBER CT
VISTA LN
HORIZON CRST
MARIAH COVE
TI WIND CT
CITY CENTER DR
WIDGEON CIR
WIDGEON CTR
WIDGEON DR
SANDPIPER LN
GOLF TERRACE DR
GOLF TERRACE CT
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TI WIND CT
MARIAH COVE
HORIZON CRST
VISTA LN
N ST JOHNS CHURCH RD
LIBRARY DR
JENNINGS RD
RAVENSWOOD RD
WIDGEON CIR
WIDGEON CTR
KLNSINGTON CT
COLLINS WAY
BOWMAN FIELD CIR
ALLBROOK WAY
ARDEN DR
TRANSFER STATION RD
EGRET CT
RIDGE RD
SANDPIPER LN
GOLF TERRACE DR
GOLF TERRACE CT
EMERALD RIDGE DR
AMBER CT
BRAMBLE DR
LEMONGRASS CT
WEAVER CT
WALDORF WAY
SHANDY WAY
TURNBERRY CT
SPRING GARDEN RD
OLD POINT RD
RAVENWOOD RD
SAWGRASS RD
CAPTAIN BEAM BLVD
RINGS LANDING RD
DIXON ESTATES DR
AVILA AV
WELINZA PLANTATION RD
SCOTCH BONNET WAY
COOTS TR
PELTON LN
N BELVEDERE DR
N BELVEDERE CT
WEATHERSBEE DR
PENGUIN PL
LEEWARD LN
COUNTRY CLUB DR
AZALEA DR
RAMSEY CT
S BELVEDERE DR
FAIRWAY DR
BELVEDERE CT
RITA LN
KIMBERLY CT
DANCY CT



SURVEY CERTIFICATE

I OWEN D GIDLOW AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION COMPLETED ON JANUARY 6, 2023 USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10000 +; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE & SEAL THIS 6TH DAY OF JANUARY, A D 2023

6 JANUARY 2023
OWEN D GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356

TYPE OF PLAT

I OWEN D GIDLOW PROFESSIONAL LAND SURVEYOR No L-4356 CERTIFY TO THE FOLLOWING

THAT THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND

6 JANUARY 2023
OWEN D GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356

NOTES

1. THIS SURVEY WAS PERFORMED USING NAD 83 (2011 ADJUSTMENT) NC 3200 COORDINATES & NAVD 88 ELEVATIONS
2. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES
3. THE PROPERTIES SHOWN ARE LOCATED IN A DESIGNATED FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE. ZONE X AS SHOWN ON THE FEMA DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) No 3720400300J PANEL 4203J EFFECTIVE DATE FEBRUARY 16 2007
4. WETLANDS DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP INC AND LOCATED BY WITHERSRAVENEL ON DECEMBER 29 2022
5. NO NOS CONTROL MONUMENTS FOUND WITHIN 2000 FEET
6. THE UTILITY INFORMATION SHOWN DEPICTS GROUND SURFACE LOCATIONS OF APPARENT UTILITIES AND MAY OR MAY NOT INDICATE THE EXISTENCE OF THE UTILITY OR AN EASEMENT AS LOCATED

LINE TABLE

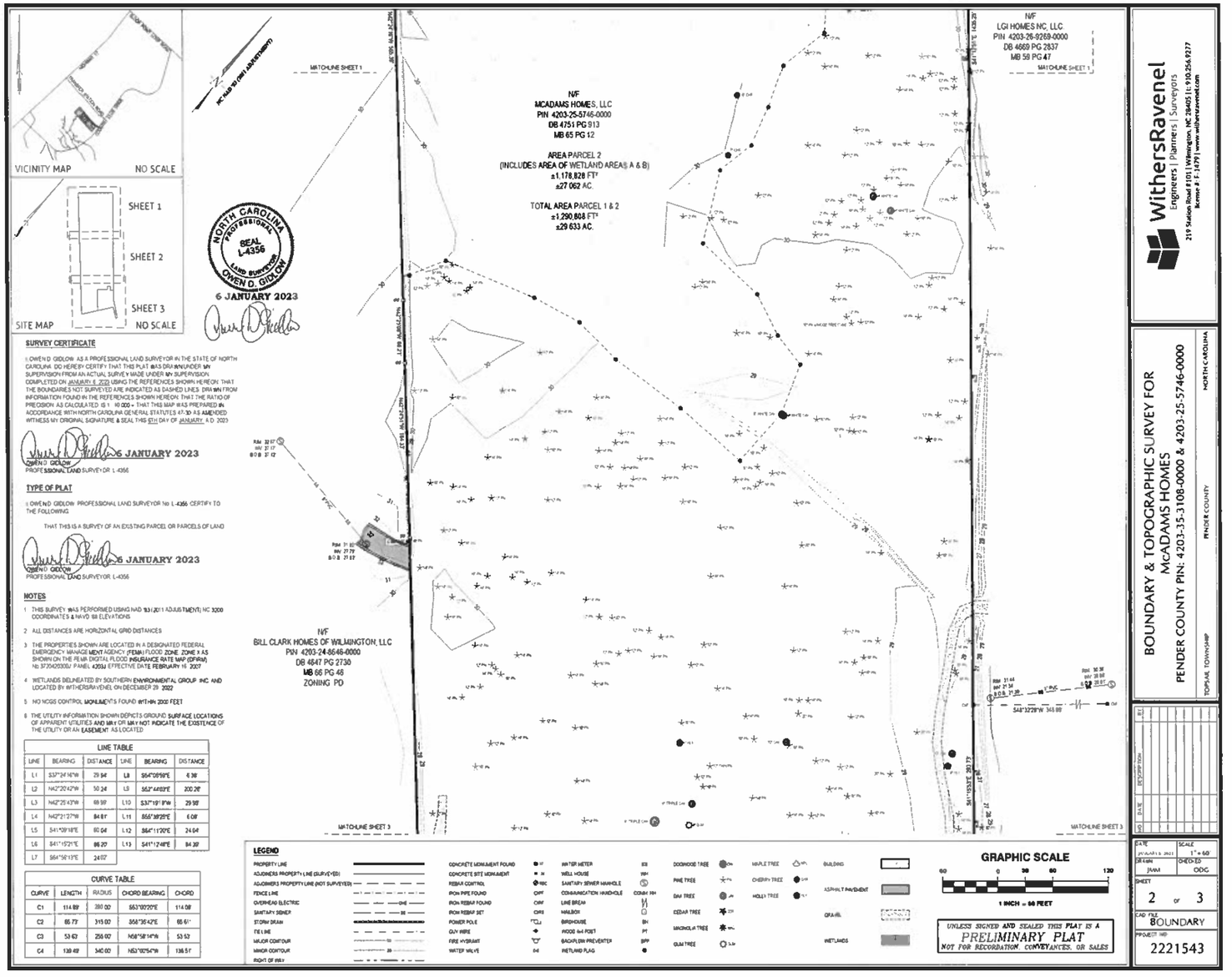
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S37°24'16"W	29.84'	L8	S54°05'59"E	6.38'
L2	N42°20'42"W	50.24'	L9	S62°44'03"E	200.26'
L3	N42°25'43"W	68.99'	L10	S37°19'18"W	29.95'
L4	N40°21'27"W	84.81'	L11	S65°39'29"E	6.08'
L5	S41°09'18"E	60.64'	L12	S64°11'29"E	24.04'
L6	S41°45'21"E	66.20'	L13	S41°12'48"E	64.39'
L7	S64°56'17"E	24.02'			

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	114.89'	280.00'	S53°00'20"E	114.08'
C2	66.77'	315.00'	S58°35'42"E	66.61'
C3	53.62'	255.00'	N58°58'14"W	53.52'
C4	139.49'	340.00'	N53°39'54"W	138.51'

LEGEND

PROPERTY LINE
ADJOINERS PROPERTY LINE (SURVEYED)
ADJOINERS PROPERTY LINE (NOT SURVEYED)
FENCE LINE
OVERHEAD ELECTRIC
SANITARY SEWER
STORM DRAIN
TIE LINE
MAJOR CONTOUR
MINOR CONTOUR
RIGHT OF WAY
CONCRETE MONUMENT FOUND
CONCRETE SITE MONUMENT
REBAR CONTROL
IRON PIPE FOUND
IRON REBAR FOUND
IRON REBAR SET
POWER POLE
GUY WIRE
FIRE HYDRANT
WATER VALVE
WATER METER
WELL HOUSE
SANITARY SEWER MANHOLE
COMMUNICATION MANHOLE
LINE BREAK
MAILBOX
BIRDHOUSE
WOOD 4x4 POST
BACKFLOW PREVENTER
WETLAND FLAG
DOGWOOD TREE
PINE TREE
OAK TREE
CEDAR TREE
MAGNOLIA TREE
GUM TREE
MAPLE TREE
CHERRY TREE
HOLLY TREE
BUILDING
ASPHALT PAVEMENT
GRAVEL
WETLANDS


VICINITY MAP
NO SCALE
SHEET 1
SHEET 2
SHEET 3
SITE MAP
NO SCALE
NORTH CAROLINA PROFESSIONAL SEAL L-4356 LAND SURVEYOR OWEN D. GIDLOW
6 JANUARY 2023
SURVEY CERTIFICATE
I, OWEN D. GIDLOW, AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; COMPLETED ON JANUARY 6, 2023; USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES; DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10 000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE & SEAL THIS 6TH DAY OF JANUARY, A.D. 2023
6 JANUARY 2023
OWEN D. GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
TYPE OF PLAT
I, OWEN D. GIDLOW, PROFESSIONAL LAND SURVEYOR NO. L-4356 CERTIFY TO THE FOLLOWING
THAT THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND
6 JANUARY 2023
OWEN D. GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
NOTES
1 THIS SURVEY WAS PERFORMED USING NAD 83 (2011 ADJUSTMENT) NC 3200 COORDINATES & NAVD 88 ELEVATIONS
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4 WETLANDS DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP INC AND LOCATED BY WITHERSRAVENEL ON DECEMBER 29 2022
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LINE TABLE
LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE
L1 | S37°24'16"W | 29.94 | L8 | S64°09'59"E | 6.36
L2 | N42°20'42"W | 50.24 | L9 | S63°44'03"E | 200.26
L3 | N42°25'43"W | 69.99 | L10 | S37°19'19"W | 29.98
L4 | N42°21'27"W | 84.81 | L11 | S55°38'23"E | 6.08
L5 | S41°09'18"E | 60.04 | L12 | S64°11'20"E | 24.04
L6 | S41°52'15"E | 86.20 | L13 | S41°12'48"E | 84.39
L7 | S64°56'13"E | 24.07
CURVE TABLE
CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD
C1 | 114.89 | 280.00 | S53°00'20"E | 114.08
C2 | 85.73 | 315.00 | S56°35'42"E | 85.51
C3 | 53.62 | 256.00 | N58°58'14"W | 53.52
C4 | 139.48 | 340.00 | N53°00'54"W | 138.51
MATCHLINE SHEET 1
MATCHLINE SHEET 3
N/F
MCADAMS HOMES, LLC
PIN 4203-25-5746-0000
DB 4751 PG 913
MB 65 PG 12
AREA PARCEL 2
(INCLUDES AREA OF WETLAND AREA(S) A & B)
±1,178,828 FT²
±27.062 AC.
TOTAL AREA PARCEL 1 & 2
±1,290,808 FT²
±29.633 AC.
N/F
LGI HOMES NC, LLC
PIN 4203-26-9269-0000
DB 4669 PG 2837
MB 59 PG 47
N/F
BILL CLARK HOMES OF WILMINGTON, LLC
PIN 4203-24-8646-0000
DB 4647 PG 2730
MB 66 PG 48
ZONING PD
S48°32'28"W 345.99'
S41°15'32"E 263.73'
LEGEND
PROPERTY LINE
ADJOINERS PROPERTY LINE (SURVEYED)
ADJOINERS PROPERTY LINE (NOT SURVEYED)
FENCE LINE
OVERHEAD ELECTRIC
SANITARY SEWER
STORM DRAIN
TIE LINE
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MAGNOLIA TREE
GUM TREE
MAPLE TREE
CHERRY TREE
HOLLY TREE
BUILDING
ASPHALT PAVEMENT
GRAVEL
WETLANDS
GRAPHIC SCALE
60 0 30 60 120
1 INCH = 60 FEET
UNLESS SIGNED AND SEALED THIS PLAT IS A
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
WithersRavenel
Engineers | Planners | Surveyors
219 Station Road #101 | Wilmington, NC 28405 | t: 910.256.9277
license # P-1479 | www.withersravenel.com
BOUNDARY & TOPOGRAPHIC SURVEY FOR
McADAMS HOMES
PENDER COUNTY PIN: 4203-35-3108-0000 & 4203-25-5746-0000
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
NO. | DESCRIPTION | DATE
DATE: JANUARY 6, 2023
SCALE: 1" = 60'
DRAWN BY: JMM
CHECKED BY: ODG
SHEET 2 OF 3
CAD FILE: BOUNDARY
PROJECT NO: 2221543

BOUNDARY & TOPOGRAPHIC SURVEY FOR
MCADAMS HOMES
PENDER COUNTY PIN: 4203-35-3108-0000 & 4203-25-5746-0000
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
WithersRavenel
Engineers | Planners | Surveyors
219 Salem Road #101 | Wilmington, NC 28405 | t: 910.254.9277
license #: P-1479 | www.withersravenel.com
SHEET 3 OF 3
JOB TITLE BOUNDARY
PROJECT NO 2221543
GRAPHIC SCALE
1 INCH = 60 FEET
UNLESS SIGNED AND SEALED THIS PLAT IS A PRELIMINARY PLAT NOT FOR RECORDATION, CONVEYANCES OR SALES
VICINITY MAP
SITE MAP
SURVEY CERTIFICATE
TYPE OF PLAT
SURVEYOR
LEGEND
LINE TABLE
CURVE TABLE
NF JBEAU, LLC PIN 4203-35-3583-0000 DB 4641 PG 2073 MB 59 PG 47
NF MCADAMS HOMES, LLC PIN 4203-35-3108-0000 DB 5751 PG 313 MB 61 PG 12
AREA PARCEL 1 ±111,980 FT² ±2.571 AC
NF LEA PROPERTIES, INC PIN 4203-35-4677-0000 DB 3338 PG 567 MB 20 PG 54
NF COLE, CHRISTINE L PIN 4203-34-4879-0000 DB 2317 PG 134 MB 20 PG 54
NF TRAVIS, TRACY L PIN 4203-34-3991-0000 DB 5741 PG 347 MB 20 PG 54
NF SUGG, STEVEN K PIN 4203-34-3709-0000 DB 4746 PG 830 MB 20 PG 54
NF MCENTEE SEAN PATRICK PIN 4203-34-2627-0000 DB 4697 PG 391 MB 20 PG 54
NF WARREN, LESLIE A PIN 4203-34-6209-0000 DB 4244 PG 231 MB 20 PG 54
60' PRIVATE R/W MB 65 PG 12
60' PUBLIC R/W
COUNTRY CLUB DRIVE (SR 1568)

Pender County
REZONE 2023-43 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 20 acres from Medium Density Residential and Neighborhood Mixed Use to Regional Mixed Use in the Topsail Township

TO:	Planning Board
FROM:	Greg Feldman
DATE:	May 2, 2023
SUBJECT:	REZONE 2023-43 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 20 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 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.

This case was tabled at the April 4, 2023 Planning Board meeting.

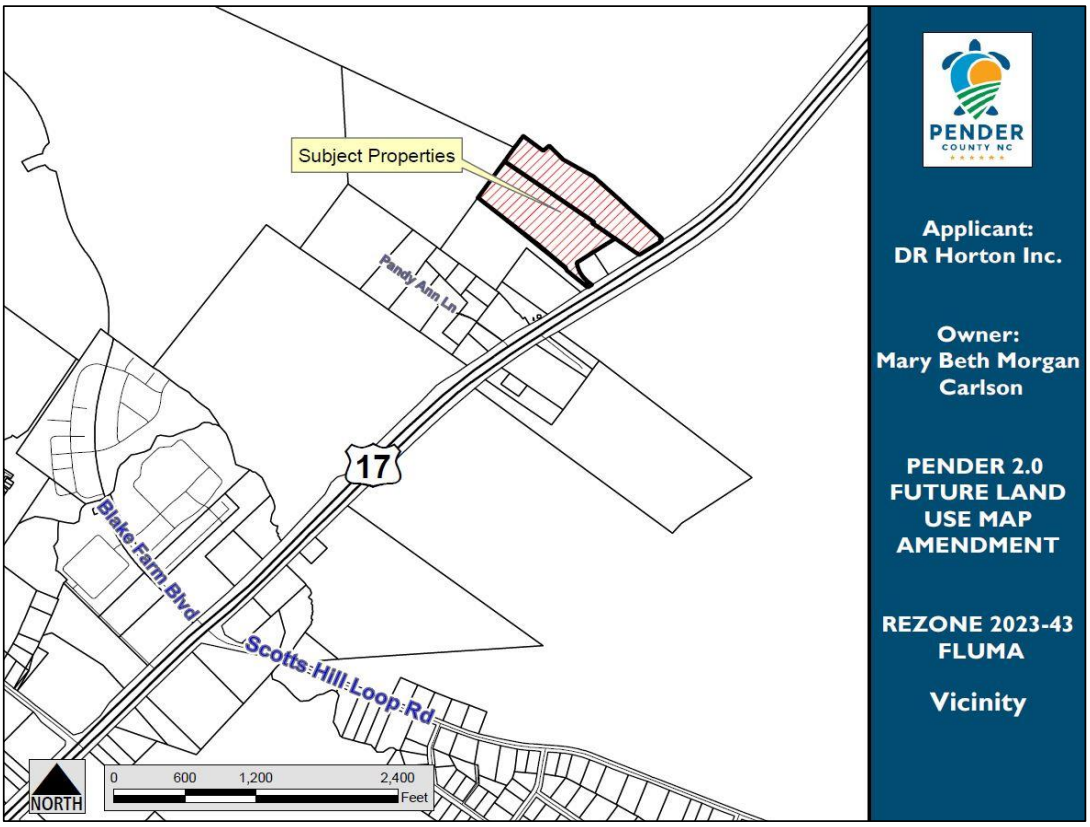
ACTION REQUESTED:
To hold a public hearing and consider the Future Land Use Map amendment request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Purchase Contract
5. 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 2, 2023 Planning Board – Continued June 19, 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
Total Acreage	Approximately 20
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 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 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

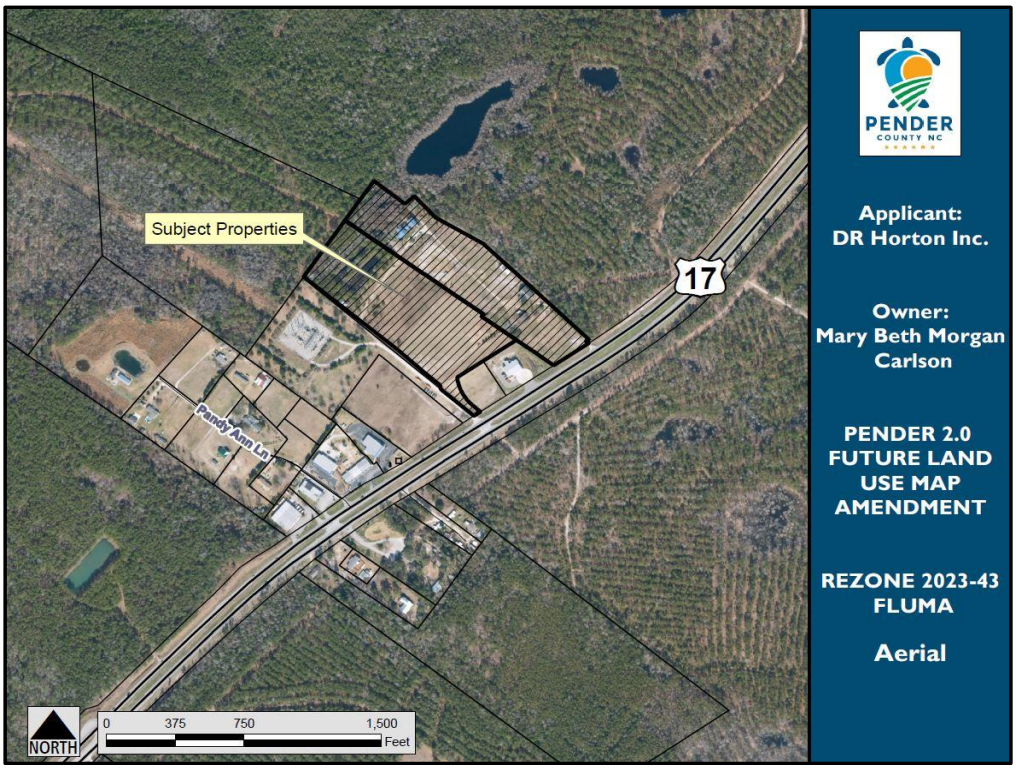
Minimum Setback (Residential Performance)	
Front	30'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Structure Separation	30'

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.

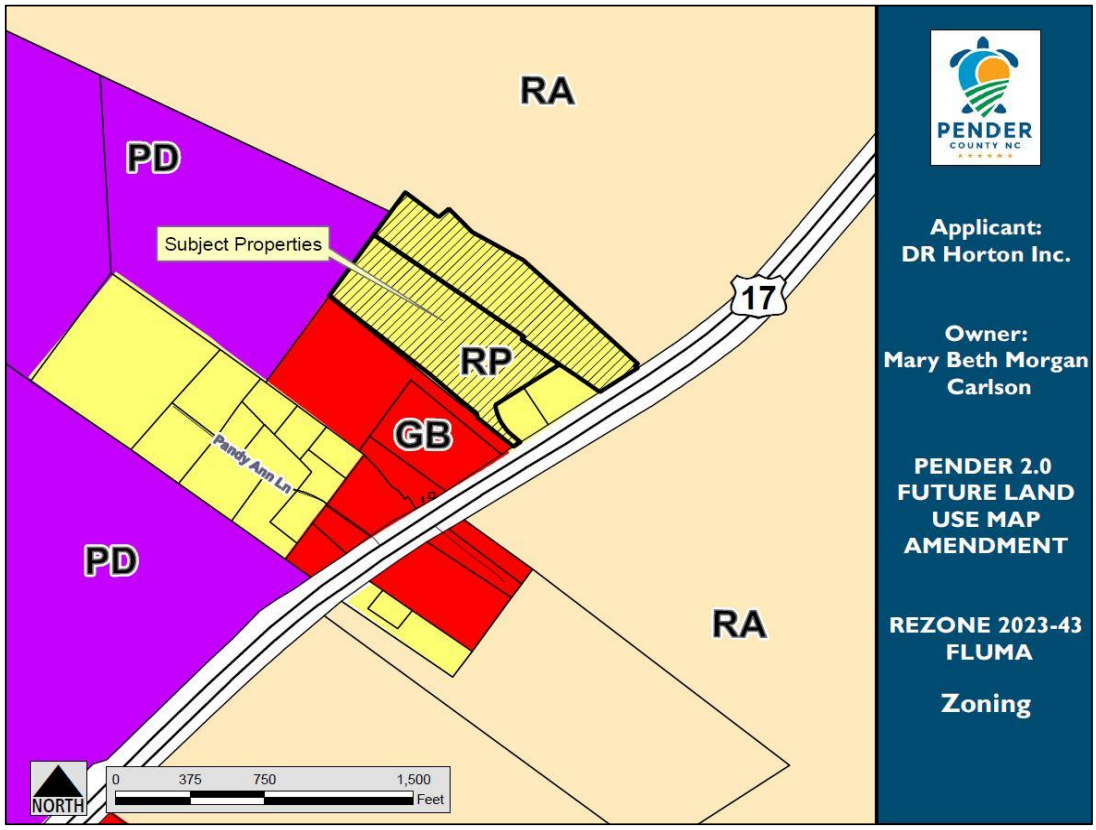
Schools
There is no development proposal associated with this request to amend the Future Land Use Map, so no specific impacts to the school system are known at this time. However, because the proposed Future Land Use Map amendment is from a Medium Density Residential and Neighborhood Mixed Use to Regional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

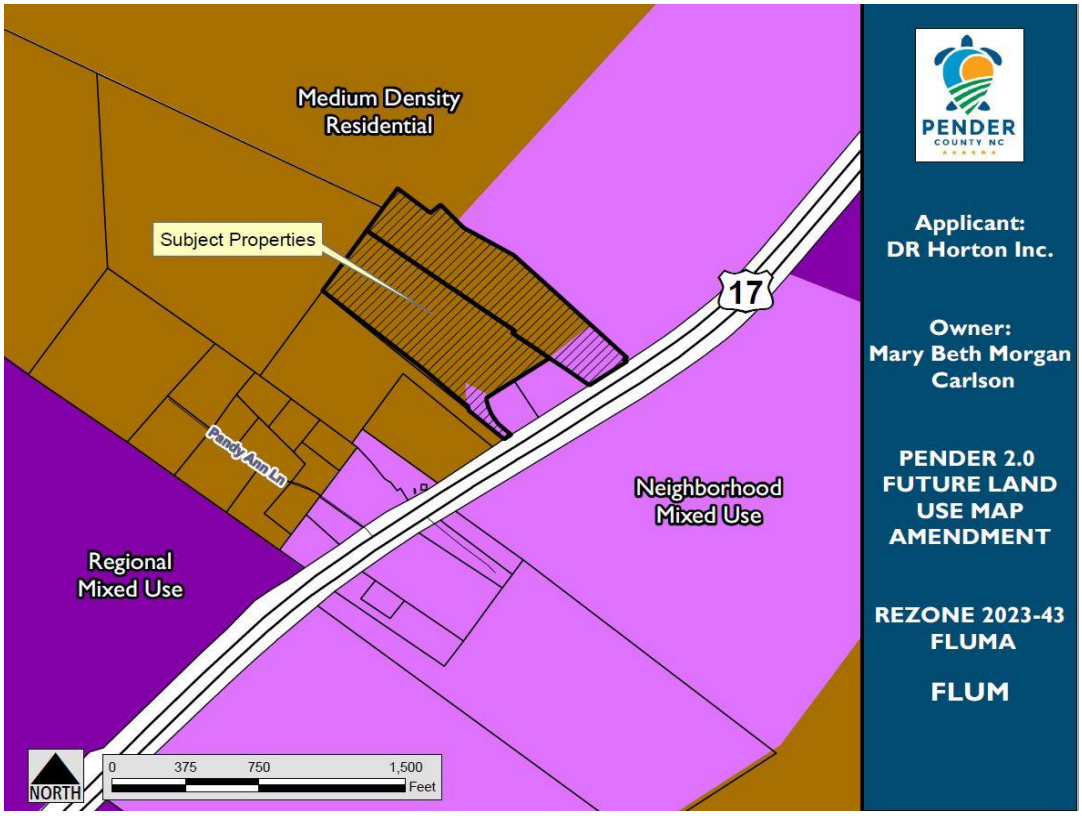
EVALUATION

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 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

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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.

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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:**

McKIM&CREED

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 Medium Density Residential and Neighborhood Mixed Use. This Future Land Use Plan (FLUP) Amendment application proposes to amend the entire area within the two parcels to Regional Mixed Use. 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.

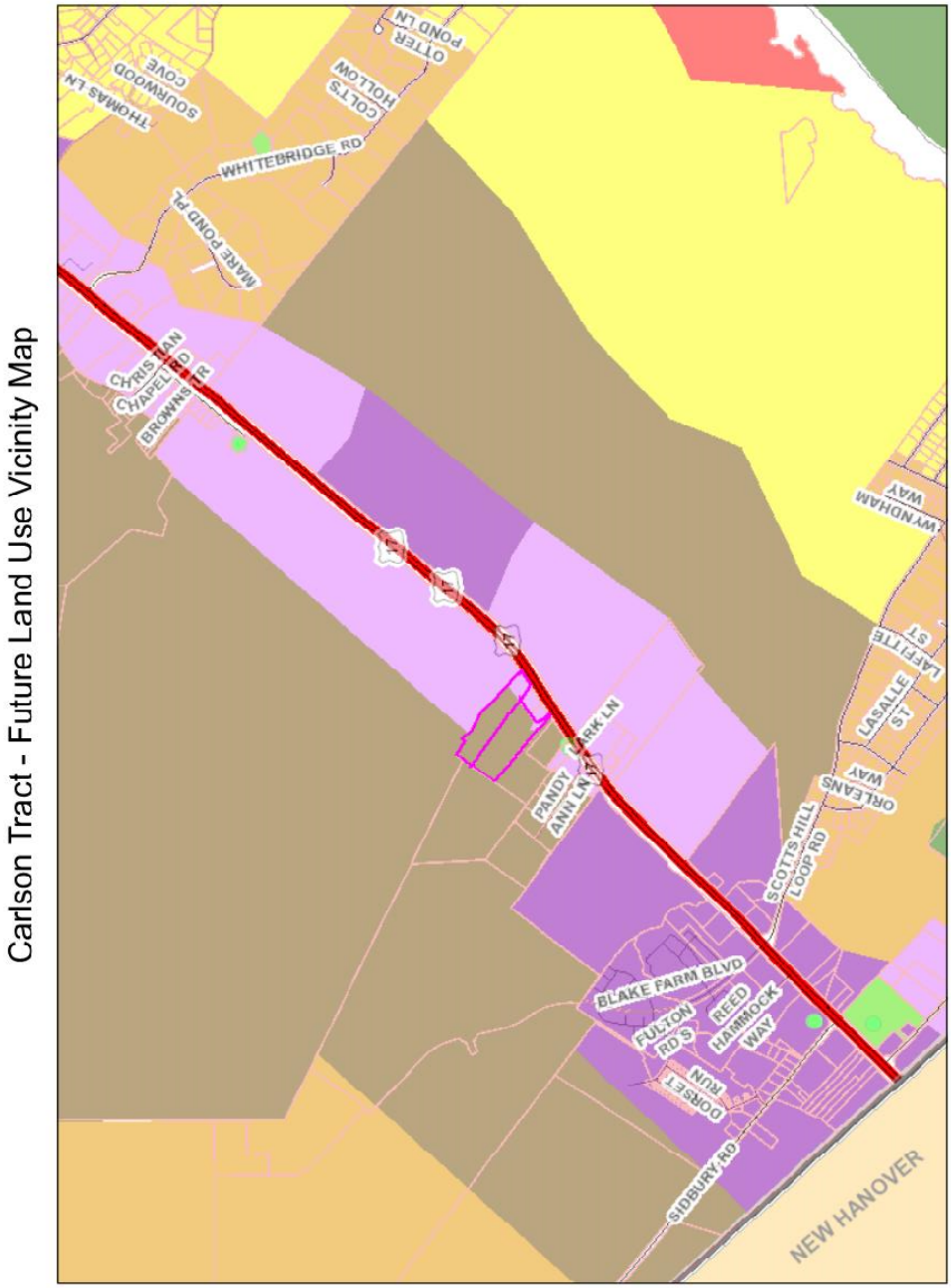
Respectfully,
McKIM & CREED, INC.



Trae H. Livick, PE
Project Engineer

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

EXHIBIT A



McKIM&CREED

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:

DocuSigned by:
Mary Beth Morgan Carlson
76D31120B1C84D2...

Mary Beth Morgan Carlson

Date: 11/9/2022

DocuSigned by:
GREGG CARLSON
76D31120B1C84D2...

Gregg R. Carlson

Date: 11/9/2022

Buyer:

D.R. Horton, Inc.

By: DocuSigned by:
Bradford C Brundage
42EC2E08EBF7482...

Bradford C. Brundage, East Region Vice President

Date: 11/8/2022

By: DocuSigned by:
Elizabeth Shelton
D8B1F24B0568A4B...

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:
C9911D31F2B84B8...

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	

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

Pender County
REZONE 2023-44: Request to rezone two tracts of land totaling approximately 20 acres from the RP, Residential Performance zoning district to the PD, Planned Development zoning district in the Topsail Township

TO:	Planning Board
FROM:	Greg Feldman
DATE:	May 2, 2023
SUBJECT:	REZONE 2023-44: Request to rezone two tracts of land totaling approximately 20 acres from the RP, Residential Performance zoning district to the PD, Planned Development zoning district in the Topsail Township

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 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 and 3271-65-9054-0000.

This case was tabled at the April 4, 2023 Planning Board meeting.

ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment 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

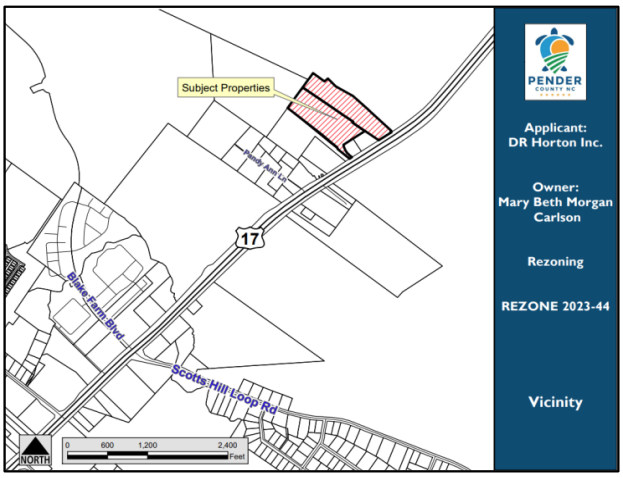
APPLICATION SUMMARY	
Case Number	REZONE 2023-44
Hearing Dates	April 4, 2023, Planning Board May 2, 2023, Planning Board - Continued June 19, 2023, Board of Commissioners
Applicant	DR Horton Inc
Property Owner	Mary Beth Morgan Carlson
Parcel Identification Number(s)	3271-64-5893-0000, 3271-65-9054-0000
Proposed Rezoning Area	Approximately 20 acres
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 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 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 Annual Average 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.

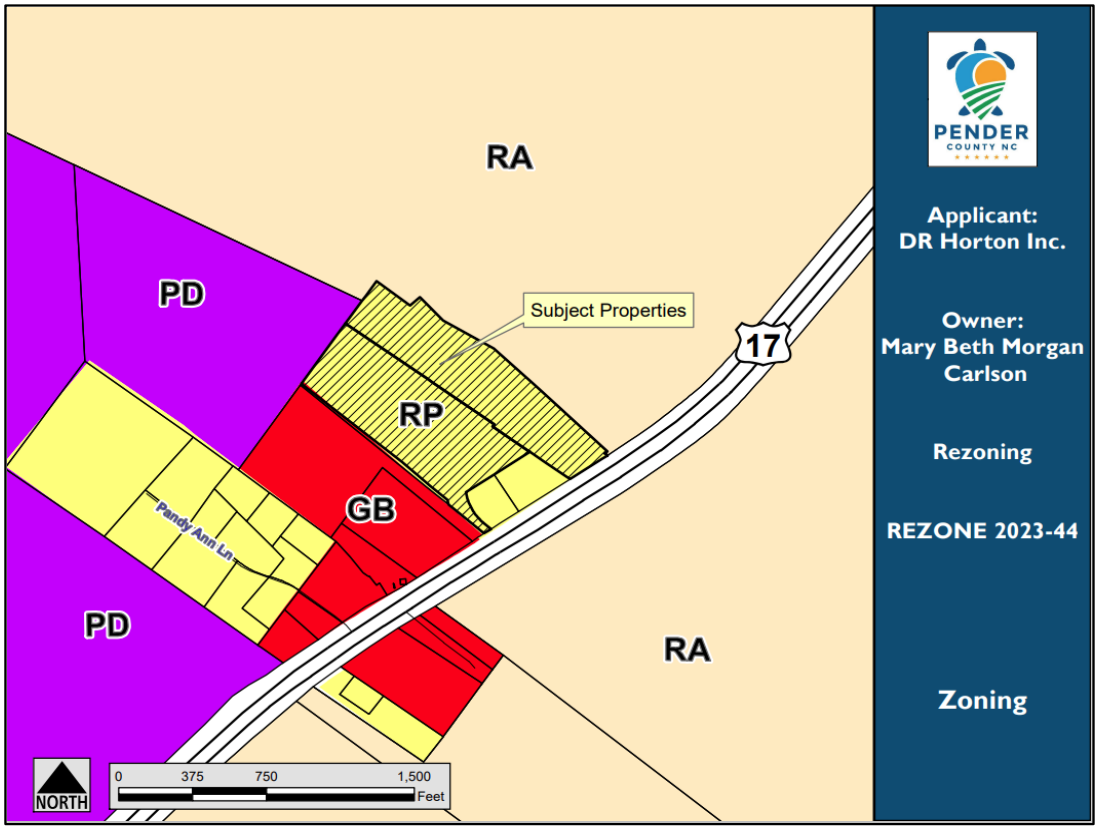
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time.

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)

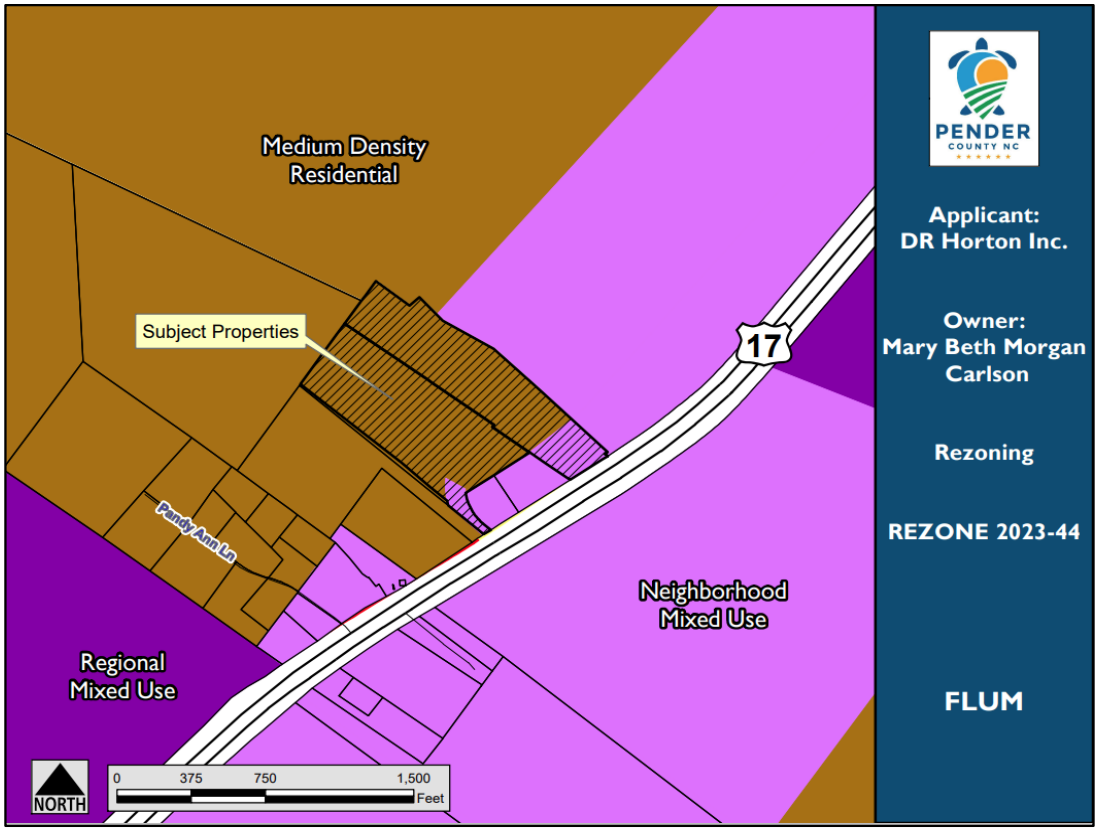
EVALUATION

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 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

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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.

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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

McKIM&CREED

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.

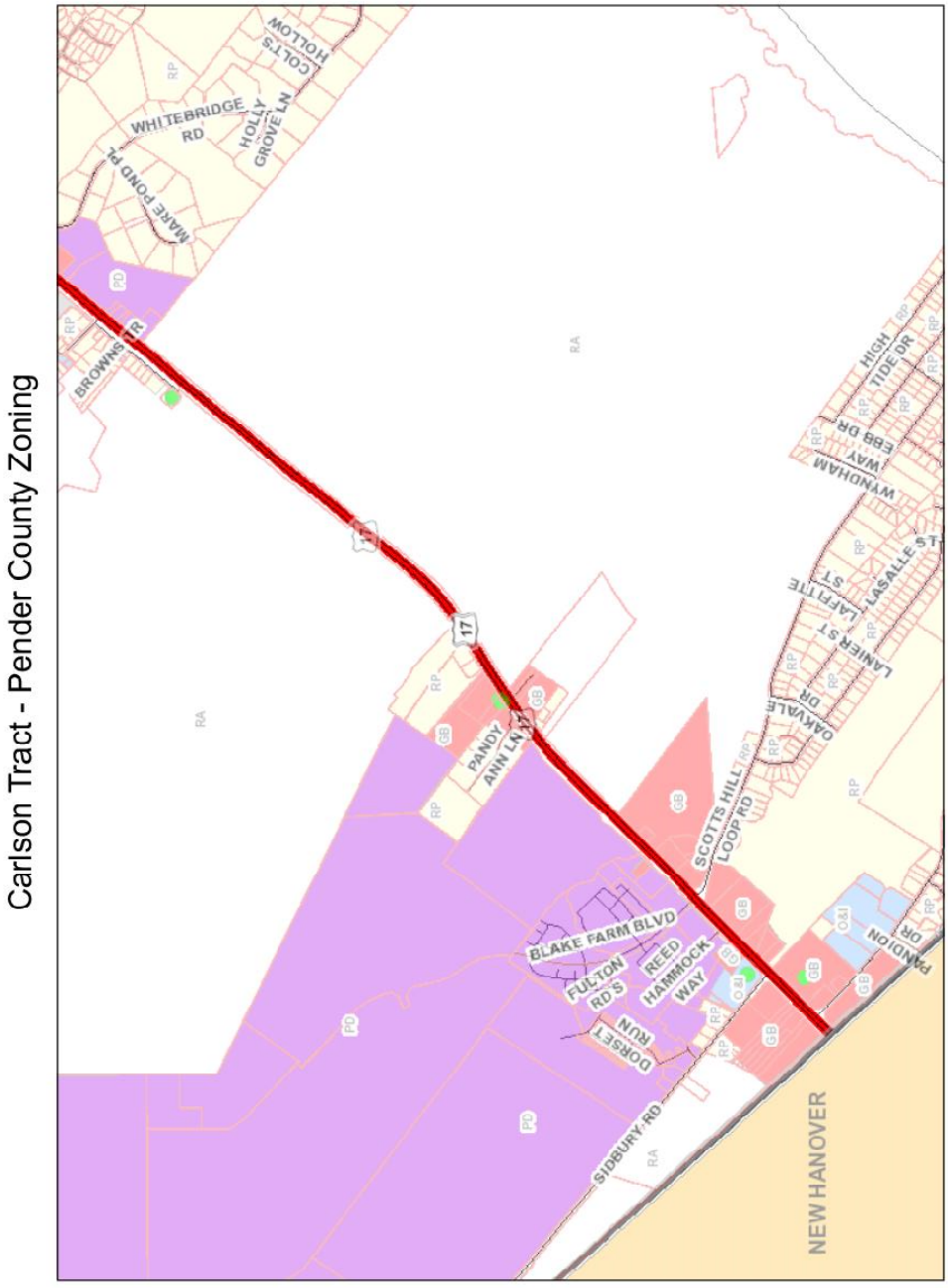
Respectfully,
McKIM & CREED, INC.



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.** 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:

DocuSigned by:
Mary Beth Morgan Carlson
76D31120B1C84D2...

Mary Beth Morgan Carlson

Date: 11/9/2022

DocuSigned by:
GREGG CARLSON
76D31120B1C84D2...

Gregg R. Carlson

Date: 11/9/2022

Buyer:

D.R. Horton, Inc.

By: DocuSigned by:
Bradford C Brundage
42EC2E08EBF7482...

Bradford C. Brundage, East Region Vice President

Date: 11/8/2022

By: DocuSigned by:
Elizabeth Shelton
D8B8F24B0568A8B...

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:
C9911D31F2B84B8...

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	

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

Pender County
Falls Mist Conditional Zoning Amendment Request

TO:	Planning Board
FROM:	Greg Feldman
DATE:	May 2, 2023
SUBJECT:	REZONE 2023-47 CZMA: Conditional Zoning Amendment Revision Request for the Falls Mist Development

SUMMARY:
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that was for three (3) tracts totaling approximately 301 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The applicant is requesting to remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance, as well as to reduce the approved side setbacks for single-family homes from 10' to 5'. This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated lift station, and famers market are not to be modified as part of this revision. The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

ACTION REQUESTED:
To hold a Public Hearing and consider the Conditional Zoning Map Amendment and Associated Master Development Plan.

ATTACHMENTS:
1. Staff Report
2. Application

3. Staff Report - Previous Approval
4. Narrative
5. Master Development Plan
6. Public Input Meeting Package

STAFF REPORT FOR REZONE 2023-47 CZMA CONDITITIONAL ZONING MAP AMENDMENT APPLICATION

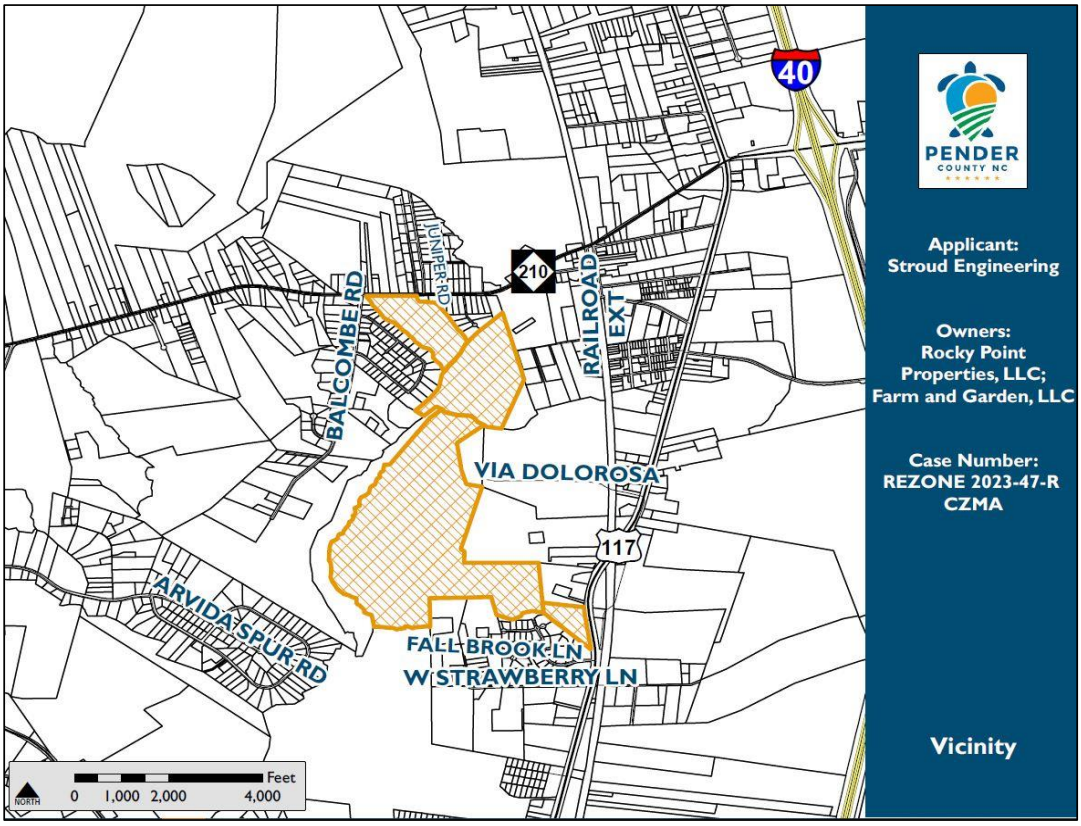
APPLICATION SUMMARY	
Case Number	REZONE 2023-47 CZMA Revision
Hearing Dates	May 2, 2023 Planning Board June 19, 2023 Board of Commissioners
Applicant	Stroud Engineering, PA
Property Owner(s)	Rocky Point Properties, LLC & Farm & Garden, LLC
Parcel Identification Number(s)	3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, & 3234-53-1216-0000
Acreage	310.56
Township	Rocky Point
Current Zoning District(s)	PD-CD1, Planned Development Conditional Zoning District 1 & RP, Residential Performance
Requested Zoning District	PD-CD1, Planned Development Conditional Zoning District 1
Future Land Use Category	Medium Density Residential

CONDITIONAL ZONING MAP AMENDMENT PROPOSAL

Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that was for three (3) tracts totaling approximately 301 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The applicant is requesting to remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance, as well as to reduce the approved side setbacks for single-family homes from 10' to 5'. This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated lift station, and famers market are not to be modified as part of this revision.

LOCATION

The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.



CASE HISTORY AND PREVIOUS APPROVAL

January 18th, 2022, Approval

After a favorable recommendation of approval by the Planning Board at their November 5, 2020 meeting, the Board of County Commissioners approved a Conditional Zoning Map Amendment request and Master Development Plan for the development referred to as Falls Mist Gardens on January 18, 2022. The previous and vested approval allowed for a total of 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The associated Staff Report with the previous Conditional Zoning Map Amendment approval may be found in the Board's packet as Attachment 1.

REVISION REQUEST IN FURTHER DETAIL

There are two revisions requested as part of this application with the first and primary revision being the removal of a required roadway connection to the Fall Brook subdivision via Fall Brook Lane. The Pender County Unified Development Ordinance, which contains local regulations pertaining to development activity, states in Section 7.5.1 that the layout of streets as to arrangement, width, grade, character, and location shall (1) conform to the Pender County collector street plan, (2) adjoining street systems, (3) existing, planned and proposed streets (4) to provide for continuity in existing streets and to (5) provide adequate right-of-way for collector streets. This section further states that (6) reasonable access will be provided to adjacent properties for development.

These six provisions individually required the applicant to connect their road network with Fall Brook Ln and together emphasize the importance Pender County regulations place on street network connectivity.

However, Section 7.5.1.A(b) of the Pender County Unified Development Ordinance allows for an administrative review and potential exception to connection requirements outlined when wetland impacts would occur due to a required roadway connection. Within the applicant's narrative, it is stated that the previously approved connection to Fall Brook Lane will require a "lengthy wetland crossing." The applicant's narrative is located in the Board's packet as Attachment 2. The applicant's revised Master Development Plan shows approximate locations of existing wetlands and can be found in the Board's packet as Attachment 3. If this request were to be approved, Staff would require a Jurisdictional Delineation approval that is issued by the United States Army Corps of Engineers along with all necessary wetland impact permits.

Due to the potential wetland impacts associated with the approved connection to Fall Brook Lane, the property owner and developer acquired Pender County PIN: 3234-53-1216-0000 which would provide the approved development with direct access to US HWY 117. According to the applicant and engineer, would result in avoidance of the potential wetland impacts with the required connection to Fall Brook Lane.

In addition to the applicant's request to remove the previously approved connection to Fall Brook Lane, they are also requesting that the previously approved side yard setback requirements be reduced from 10' to 5' in order to maximize the building envelope as stated in the applicant's submitted narrative. The requested side yard setback requirements are also listed under Note 10 within the submitted Master Development Plan (See attachment 3).

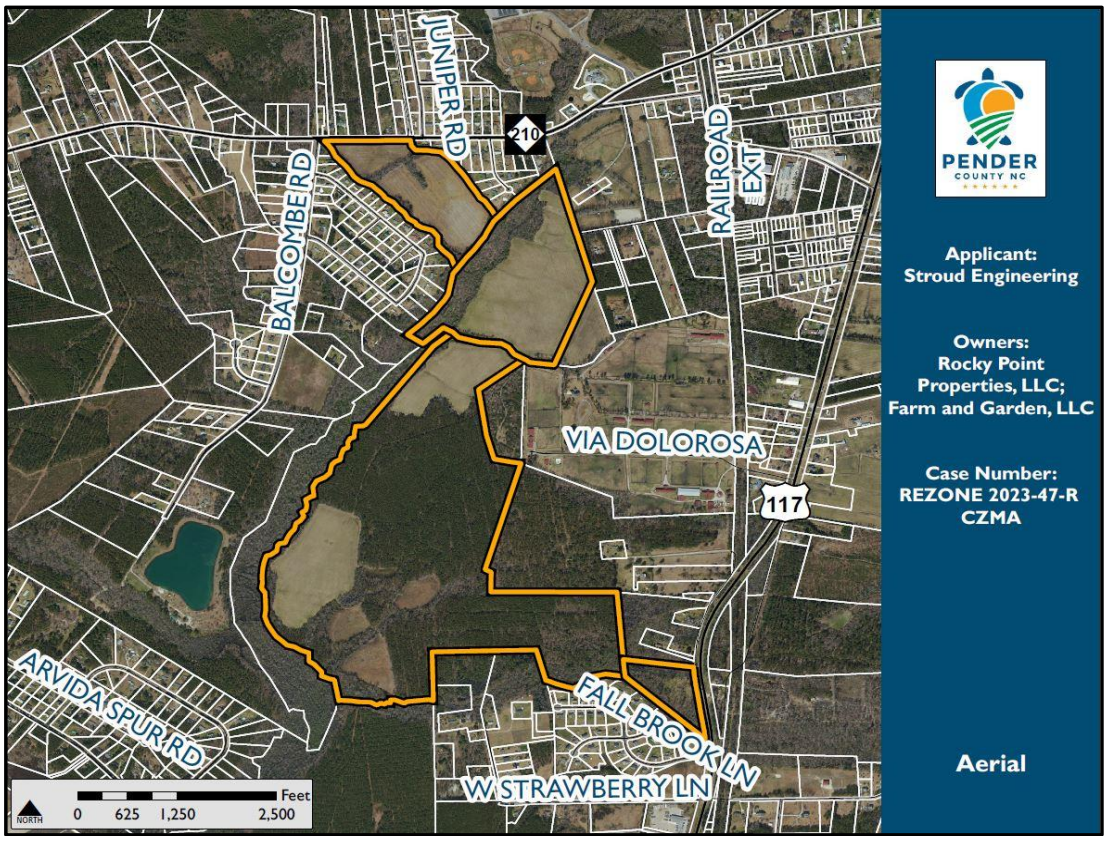
Aside from the two revisions to the previously approved Conditional Zoning Map Amendment and Master Development Plan, no further changes from the previous project's approval that is outlined in Attachment 1 are being requested, including the previously agreed upon conditions of approval that would not be impacted from the requested removal of the Fall Brook Lane connection.

PUBLIC INPUT MEETING

In accordance with the Pender County UDO, the applicant held a public input meeting on Tuesday, January 24, 2023 at the Pender County Library – 103 S. Cowan Street, Burgaw, NC. According to the information provided by the applicant 4, 26 citizens attended the meeting citing concerns regarding stormwater drainage, safety, traffic, and specifically the removal of the connection to Fall Brook Lane. A summary of the report provided by the applicant can be found in Attachment 4 of the Board's packet.

Dimensional Requirements

Previously Approved Residential Dimensional Requirements	
Front	20'
Side	10' (Now seeking 5')
Rear	15'
Corner	15'
Max. Height	35'
Min. Chord	30'
Previously Approved Commercial Dimensional Requirements	
Front	50'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Min. Chord	50'

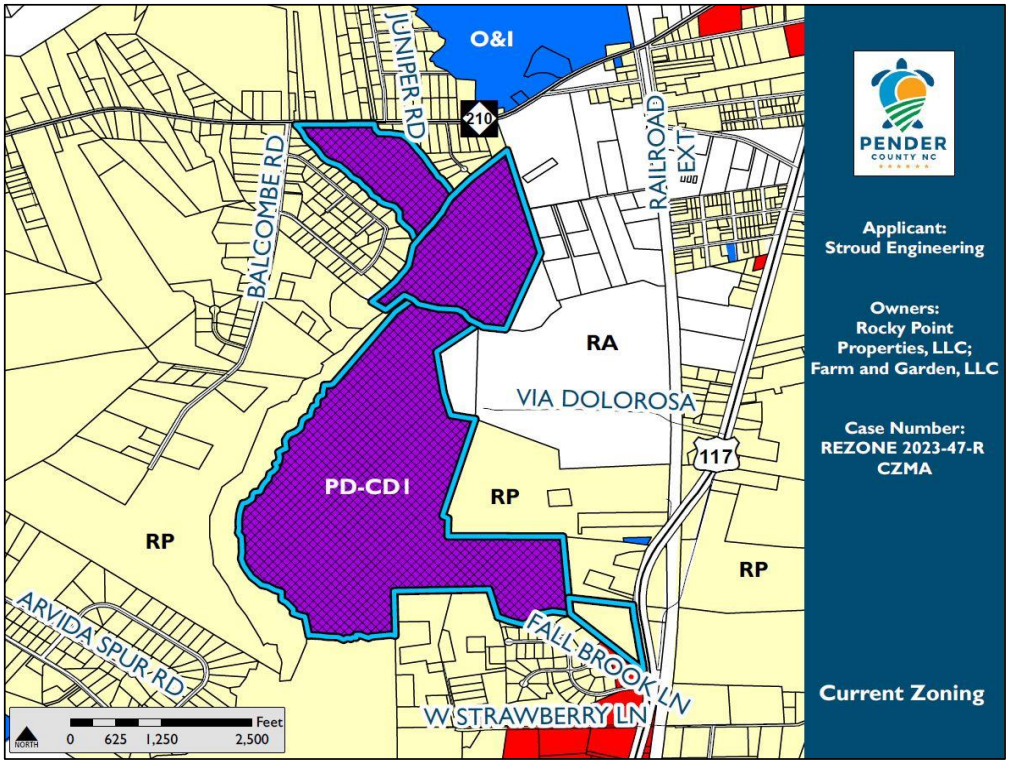


ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain any Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3]
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern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

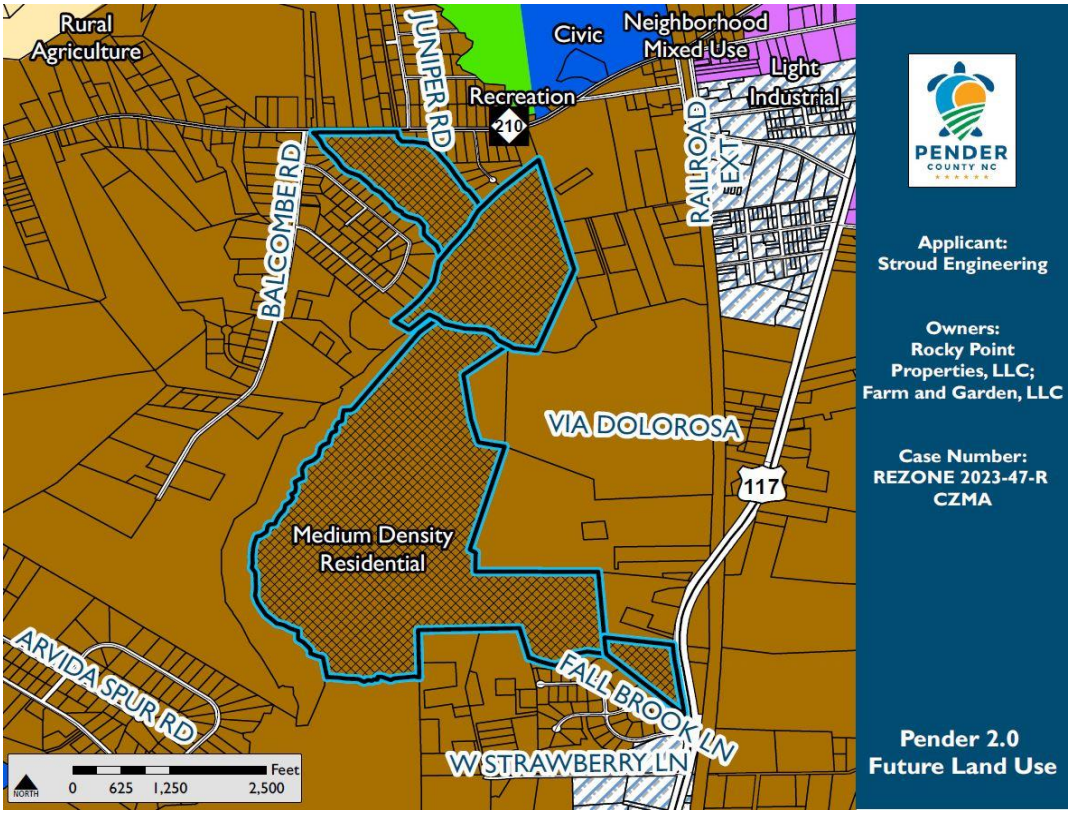
EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance & RA, Rural Agricultural
East	Undeveloped, Residential	RP, Residential Performance, RA, Rural Agricultural
South	Residential (Fall Brook Subdivision)	RP, Residential Performance, GB, General Business
West	Undeveloped, Residential	RP, Residential Performance

Below: Current Future Land Use Map of Area



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

Pender 2.0 Comprehensive Land Use Plan Compliance: The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. 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.

This application is consistent with the Medium Density Residential Future Land Use classification because it proposes a clustered single-family neighborhood at a density of 3.47 units an acre in addition to integrated commercial frontage. The Pender 2.0 Comprehensive Land Use Plan also encourages bicycle and pedestrian infrastructure within this Future Land Use classification, which the applicant has proposed.

In addition to conforming with the Future Land Use Map, the Conditional Zoning Map Amendment request is supported by three (3) goals, two (2) objectives, and six (6) policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 3.1.H: Low Impact Development (LID):** The County supports Low Impact Development practices. Such LID practices may include retaining/infiltrating most of the runoff on-site, maximizing the use of permeable pavements, reducing the amount of impervious coverage, and clustering housing to allow a profitable development density while maximizing open space and minimizing wildlife habitat fragmentation.
>
> **Goal 4.2:** Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with development and ensuring safe and efficient modes of transportation are available to all residents and visitors.
>
> **Policy 4.2.F: Collector Street Plan:** The County shall continue to support and implement the Pender County Collector Street Plan when reviewing and approving new development proposals within the WMPO Boundary area of the County.
>
> **Goal 4.3:** Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.
>
> **Objective 4.3:** Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.
>
> **Goal 5.1: Land Use and Growth Management:** Manage the physical growth and development of Pender County by encouraging more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the rural heritage and coastal habitat that makes the County a unique place to live.
>
> **Objective 5.1: Land Use and Growth Management:** Ensure that development and use of resources balances protection of natural resources and agricultural lands with economic development, avoids risks to public health and welfare, and is consistent with the capability of the land.

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.

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.

Policy 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. REZONE 2020-16

The project fulfills several desired policy outcomes for development as described in the Pender 2.0 Comprehensive Land Use Plan. The proposal provides enhanced transportation infrastructure, constructing multiple collector streets as well as bicycle and pedestrian connectivity throughout the development. While not proposing to certify the project to the Low Impact Development stormwater engineering standard, the project exhibits multiple characteristics of LID design – namely clustering development to preserve open space and providing above-average stormwater infrastructure. Additionally, based on comments received from the relevant agencies, sufficient infrastructure is available or will be constructed to serve the development.

The Conditional Zoning Map Amendment proposal was not found to conflict with any goals, objectives, or policies in the Pender 2.0 Comprehensive Land Use Plan.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

The following conditions of approval were previously agreed upon by the applicant, Planning Board, and Board of County Commissioners. Planning Staff has removed two previously agreed upon conditions of approval that were related to the Fall Brook Lane connection, as they are no longer applicable due to the requested removal of that approved connection (See Attachment 1 for previously agreed upon conditions of approval).:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event**.**

2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.

3. Informational signs to be installed at 500 ft intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.

4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.

6. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Av., to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Av. Is brought up to the street design standards of the Pender County Unified Development Ordinance.

7. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.

8. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

RECOMMENDATION

At their January 18th, 2022, meeting, the Pender County Board of Commissioners approved the Conditional Zoning Map Amendment request as outlined in Attachment 1. The proposed development is consistent with three (3) goals, two (2) objectives, and six (6) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan. The proposed development is also compliant with and meets the intent of the Pender County Unified Development Ordinance and therefore, Planning Staff respectfully recommends approval of the revision request to the previously approved Conditional Zoning Map Amendment due to its continued compliance with the Pender 2.0 Comprehensive Land Use Plan and potentially resulting in less environmental impacts with the removal of the connection to Fall Brook Lane.

Unified Development Ordinance Compliance: Section 3.4.4 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.

3.4.4 Review Criteria for Conditional Rezoning

A. When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

B. 1) The application's consistency to the general policies and objectives in all adopted Land Use Plans and Unified Development Ordinance.

C. 2) The potential impacts and/or benefits on the surrounding area, adjoining properties.

D. 3) The report of results from the public input meeting.

PLANNING BOARD ACTION NEEDED:

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

- Policy 3.1.H

- Goal 4.2

- Policy 4.2.F

- Goal 4.3

- Objective 4.3

- Goal 5.1

- Objective 5.1

- Policy 5.1.D

- Policy 5.1.HTO

TO DENY: Motion to deny the Conditional 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 FUTURE LAND USE MAP AMENDMENT	
MOTION	**SECONDED**

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey

APPROVED	DENIED	UNANIMOUS

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

CONDITIONAL REZONING

Intent

A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.

B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.

C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.

D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.

E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

1. The report for the public hearing will include a summary of the public input meeting.
2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
4. The applicant's report of the meeting shall include:
    a. A copy of the letter announcing the meeting.
    b. A list of adjoining property owners contacted.
    c. An attendance roster.
    d. A summary of the issues discussed.
    e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	**Date**	3/3/2023
Application Fee	$ 3,555.60	**Invoice Number:**	00032075
Pre-Application Conference	N/A	**Hearing Date**	PB: May 2, 2023 BOCC: June 19, 2023

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	STROUD ENGINEERING, PA	**Owner's Name:**	Rocky Point Properties, LLC & Farm & Garden, LLC
Applicant's Address:	102-D Cinema Dr.	**Owner's Address:**	332 Military Cutoff Road
City, State, & Zip	Wilmington, NC 28403	**City, State, & Zip**	Wilmington, NC 28405
Phone Number:	910-815-0775	**Phone Number:**	910-338-3585
Email Address:	jfentress@stroudengineer.com	**Email Address:**	corporate@tributecompanies.com

Legal relationship of applicant to landowner: ENGINEER

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3234-29-6506-0000 = 35.25ac. RP 3234-38-5366-0000 = 57.20ac. RA	**Total property acreage:**	310.56 AC
Current Zoning District:	3234-24-6900-0000 = 208.64ac. RP 3234-53-1216-0000 = 9.47ac. RP	**Proposed Zoning District:**	310.56 AC
Project Address or Location:	HWY 210 / OFF HWY 210 & OFF 117 S. US HWY		

Proposed Uses to be Considered (Include NAICS Code):

SINGLE FAMILY

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	3/2/2023
Applicant's Name Printed	STROUD ENGINEERING, PA / James H. Fentress, Jr.	**Date:**	
Owner's Signature		**Date:**	03.02.2023
Owner's Name Printed	ROCKY POINT PROPERTIES, LLC / Mark Maynard	**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

PLANNING STAFF REPORT ADDENDUM
CONDITIONAL ZONING MAP AMENDMENT
"FALLS MIST GARDENS"

SUMMARY

Hearing Date:	October 6, 2020 Planning Board (tabled) November 5, 2020 Planning Board January 19, 2021 Board of Commissioners (tabled) November 15, 2021 Board of Commissioners
Applicant:	Stroud Engineering
Property Owners:	Rocky Point Properties LLC, Farm and Garden LLC
Case Number:	REZONE 2020-16, MDP 2020-21

Rezoning and Development Proposal: Stroud Engineering, applicant, on behalf of Rocky Point Properties LLC and Farm and Garden LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment for three (3) tracts totaling approximately ±301.09 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to PD-CD1, Planned Development Conditional zoning district 1. This request is to allow for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

Property Record Number, Acreage, and Location: The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, and 3234-24-6900-0000.

Recommendation: At their November 5, 2020 meeting, the Pender County Planning Board recommended conditional approval of this application based on its consistency with the Pender County Unified Development Ordinance and Pender 2.0 Comprehensive Land Use Plan, with Staff still recommending approval as well. The proposed development is consistent with three (3) goals, two (2) objectives, and six (6) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is compliant with the Pender County Unified Development Ordinance.

PROJECT HISTORY AND UPDATE

At their January 19, 2021 meeting, the Pender County Board of County Commissioners tabled the request outlined in the subsequent packet, directing the applicant to further study traffic impacts brought forward by the project, specifically differing options for phasing the connection and usage of the existing Fall Brook Lane as an entrance to the proposed development, the potential non-residential uses on commercial property located at the intersection of Fall Brook Lane and US HWY 117, and the sight lines and distance of Fall Brook Lane/US HWY 117 intersection to the bridge over the former railroad right-of-way.

Based on the direction from the Board of County Commissioners, the applicant has concluded the entirety of their Traffic Impact Analysis (TIA) and will present those findings to the Board. Additionally, there has been one change to the layout of the project since the previous Board meeting: the extension of Fall Brook Lane into the proposed development is no longer proposed to be designed as a collector street, but as a local street. This is in reference to the recently adopted update to the Pender County Collector Street Plan which no longer designates the corridor as one for a collector street. The connection to Fall Brook Lane is

still required due to other regulations within the Unified Development Ordinance relating to street design as well as emergency vehicle access.

As a reminder, this project was submitted, and review started, prior to the approval of Zoning Text Amendment 2020-11 which revised certain items related to conditional rezoning applications. For consistency, all ordinance references are to the UDO as amended 3/16/2020 – the last revision date prior to the approval of ZTA 2020-11 unless noted. Based on staff evaluation, the only material difference if reviewed under the new version is that the project density would likely be lower under the new calculation.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Staff, the applicant, and the Pender County Planning Board have previously collaborated to reach agreement on the following potential conditions of approval for this application:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event.
2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.
3. Informational signs to be installed at 500 ft intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.
4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.
5. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.
6. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Av., to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Av. Is brought up to the street design standards of the Pender County Unified Development Ordinance.
7. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.
8. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

9. Prior to completing the roadway connection between Fall Brook and the proposed development, A measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Ln.

Additionally, a tenth condition was discussed at the January 19, 2021 hearing and is again up for discussion at the November 15, 2021 meeting:

10. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 700th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 700th home, the gate shall be removed.

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LICENSE NO. C-0647

December 21, 2021

Pender County Planning Department
805 S. Walker Street
Burgaw, North Carolina 28425

Re: Falls Mist Conditional Zoning Map Amendment
Rocky Point, Pender County

To Whom it May Concern,

What follows is an application for the amendment of the Conditional Zoning Map approved for the Falls Mist Planned Development. There are two revisions requested in this effort. The first and primary is the removal of the required roadway connection to the Fall Brook subdivision road network. As presently approved, Fall Brook Lane will be connected to the Falls Mist development. The Pender County Unified Development Ordinance, UDO, Article 7.4.1.F is the basis of the required roadway connection. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. This alternate route is intended to relieve the collector street traffic through the Fall Brook Subdivision on the basis of ordinance required road connectivity, the stub right of way is still to be connected. The connection to Fall Brook Lane requires a lengthy wetland crossing. The alternate route enables a significant reduction of wetland impacts effectively minimizing the environmental affect of this development. Article 7.5.1.A (b) of The UDO affords exception to the cross-connection requirements provided environmental hardships that may be realized by such connection. On this basis, avoidance of the wetland impacts necessitated by the Fall Brook Lane connection is substantiated.

Article 4.14 (1) reports that setbacks for the PD zone are to be as shown by the Master Development Plan. The originally approved Master Development Plan represented PD zoning residential side setbacks to be ten feet. The developer is requesting the PD zoning residential side setbacks to be reduced to five feet to afford the builder opportunity to maximize the building envelope on smaller lots. On this premise, Note 10. Now represents the PD zoning residential side setbacks to be five feet. No other setbacks are proposed to be revised.

We hope the attached submission addresses the requirements to amend these two aspects of the Conditional Zoning Map. Please include this compilation for the next available review itinerary. Feel free to contact me with any additional needs that may arise in this regard.

Thanks,

James H. Fentress Jr. PE, PLS

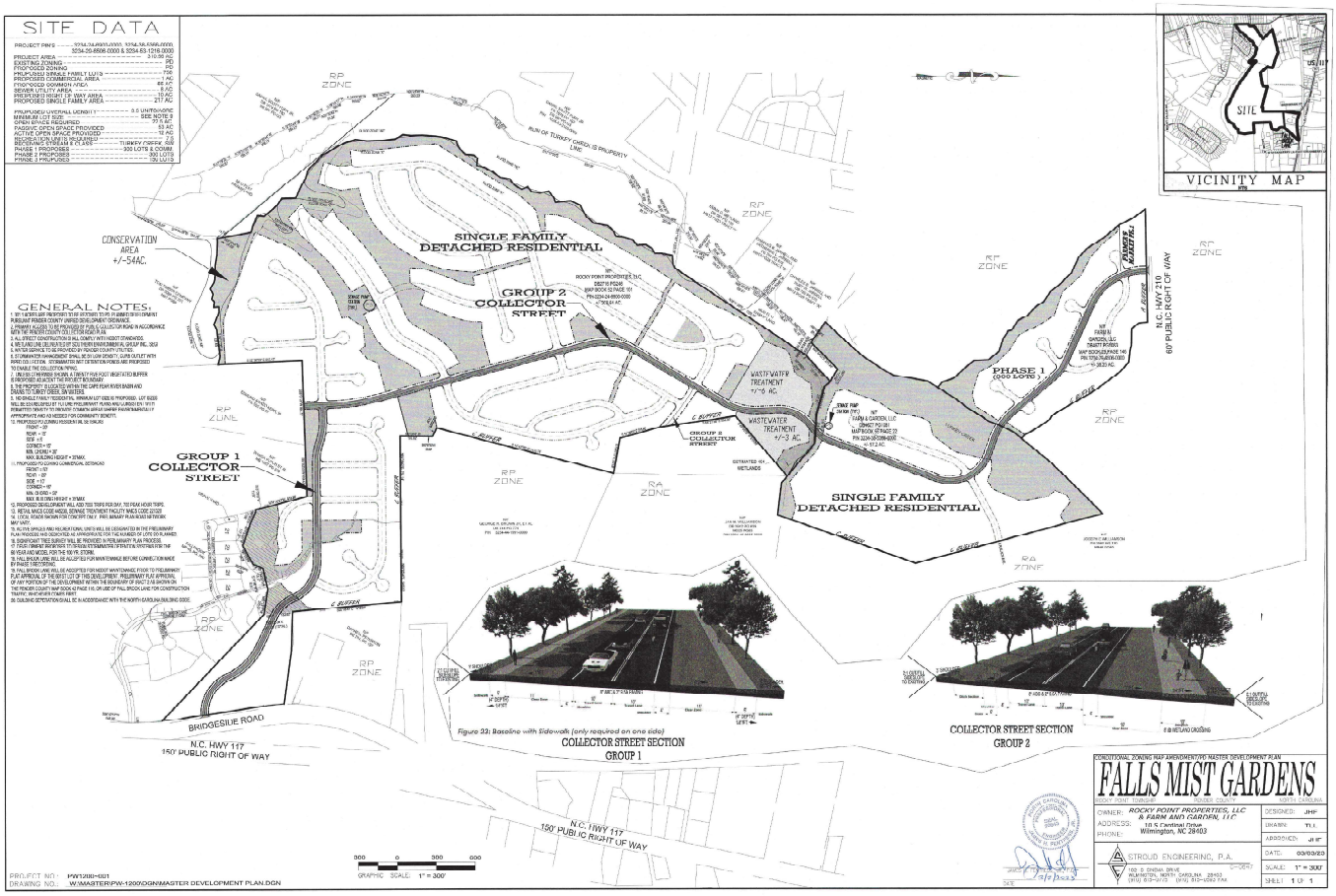
Attachments

JHF/jf
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107B COMMERCE STREET
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WILMINGTON, NORTH CAROLINA 28403
910.815.0775

3302C BRIDGES STREET
MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479


SITE DATA
GENERAL NOTES:
SINGLE FAMILY DETACHED RESIDENTIAL
GROUP 2 COLLECTOR STREET
GROUP 1 COLLECTOR STREET
CONSERVATION AREA +/-54AC.
WASTEWATER TREATMENT +/-6 AC.
WASTEWATER TREATMENT +/-3 AC.
PHASE 1 (200 LOTS)
SINGLE FAMILY DETACHED RESIDENTIAL
BRIDGESIUE ROAD
N.C. HWY 117
150' PUBLIC RIGHT OF WAY
N.C. HWY 210
60' PUBLIC RIGHT OF WAY
VICINITY MAP
SITE
US 17
Figure 22: Baseline with Sidewalk (only required on one side)
COLLECTOR STREET SECTION GROUP 1
COLLECTOR STREET SECTION GROUP 2
CONDITIONAL ZONING MAP AMENDMENT/PD MASTER DEVELOPMENT PLAN
FALLS MIST GARDENS
ROCKY POINT, TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
OWNER: ROCKY POINT PROPERTIES, LLC & FARM AND GARDEN, LLC
ADDRESS: 18 E Central Drive Wilmington, NC 28403
PHONE:
DESIGNED: JHF
DRAWN: TLL
APPROVED: JHF
DATE: 03/03/23
SCALE: 1" = 300'
SHEET: 1 OF 1
STROUD ENGINEERING, P.A.
103 S. SWINN DRIVE
WILMINGTON, NORTH CAROLINA 28403
(910) 833-1475 (910) 815-1662 FAX
PROJECT NO.: PW1200-001
DRAWING NO.: W:\MASTER\PW-1200\DGN\MASTER DEVELOPMENT PLAN.DGN
GRAPHIC SCALE: 1" = 300'

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CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

January 6, 2023

Re: Falls Mist PD Master Development Plan as approved by Pender County Commission

To All It May Concern,

Stroud Engineering, PA is writing you on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC to notify you of an informal community meeting to discuss a proposed Master Development Plan revision of the Falls Mist project located off NC Highway 210 & US Highway 117 S, in Rocky Point, Pender County, NC. The primary plan revision to be discussed is the proposed elimination of the roadway connection to Fall Brook Lane.

The meeting is scheduled to be held on ***Tuesday, January 24th at the Pender County Library -103 S. Cowan Street, Burgaw, NC*** **from 6:30 to 9:30 pm.** Exhibits of the project and meeting locations are attached.

Please R.S.V.P. by email (Tracy Lowe: tlowe@stroudengineer.com) or call (910) 815-0775. I look forward to meeting you and addressing any questions that you may have.

Thank you,

James H. Fentress, Jr. PE, PLS

Attachments

JHF/jf
File W:\Master\PW-1200\pdf\community meeting\MASTER DEV PLAN REV COMMUNITY MEETING NOTICE.doc

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Falls Mist
Community Informational Meeting Report
For
Conditional Zoning Map Amendment

Stroud Engineering, PA held a community meeting on Tuesday, January 24, 2023 from 6:30 pm to 9:30 pm at the Burgaw Library in Pender County, NC to inform residents within five hundred feet of the proposed Conditional Zoning Map Amendment ambitioned to eliminate the Fall Brook Lane road connection as well as reduce the reported side setback from ten feet to five feet. The meeting was an opportunity to report the proposal, address questions, and hear concerns regarding the proposed map amendment. The residents were notified of the meeting by mail.

Relative to the original community meeting in July of 2020, there were at least twenty new residents notified due to the 9.4 acre parcel purchased and approved for alternate connection to US Highway 117. The County required collector street corridor now emanates from this newly proposed driveway in lieu of converting Fall Brook Lane as originally interpreted from the Pender County Collector Street Plan. Community meeting attendance included; two Stroud Engineering, PA representatives, the property owner/developer, owner/developer Attorney, one senior Transportation Engineer from Davenport Engineering and fourteen interested residents. A reporting of the attendees is attached. There were several inquiries of Stroud Engineering in the weeks leading up to the meeting. The primary interests were to do with drainage, safety and traffic as well as some unfounded concerns of a possible convenient store apparently the result of rumor. There were no questions raised with regards to the setback reduction proposal.

The majority of the comments and concerns were from the Fall Brook Subdivision Community residents and residents along AR Black Avenue. A general overview of the dialog follows:

Drainage:

The focus of the drainage discussion was related to the flooding that occurs in the branch between the Fall Brook subdivision and the Falls Mist development tract. This flooding was reportedly aggravated by numerous downstream beaver dams. The Falls Mist developer reported that they had recently had several of the beavers removed and their dams destroyed in effort of improving the drainage in the branch and Turkey Creek. It was noted that the elimination of the Fall Brook Lane road connection would mean less flow obstruction in the branch which would not adversely affect drainage in the area. It was also noted that the development was conditioned on providing stormwater detention for the 100 year storm event which far exceeds the ordinance minimum.

Safety:

The Fall Brook community is relieved by the proposed elimination of the road connection to their subdivision. There were a few that were concerned about traffic safety on NC Highway 117 given the proposed driveways proximity to the bridge South of the Fall Brook Subdivision. It was noted that the proposed driveway is planned on the Bridgeside Road and not directly onto

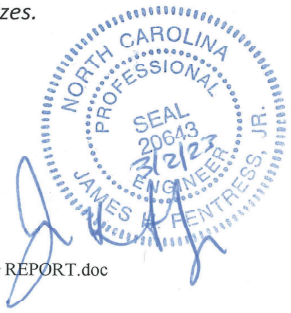
the highway. It was discussed that there was currently no traffic light proposed however the Traffic Impact Analysis would dictate what improvements would need to be made for that connection if and when the elimination of the Fall Brook Road connection was approved.

Traffic :

Traffic pattern was the primary discussion point as traffic from the Falls Mist development would not be realized if the connection to Fall Brook Lane could be eliminated by the proposed Map Amendment. Fall Brook Lane was recorded in 2008 to be a fifty feet wide public road right of way with twenty feet of pavement consistent to referenced North Carolina Department of Transportation, NCDOT, collector road standards. It was emphasized that, as presently approved, Fall Brook Lane will be connected to the Falls Mist development. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. That was intended to relieve the collector traffic through the Fall Brook Subdivision but on the basis of ordinance required road connectivity, the stub right of way was still to be connected. The popular consensus of the Fall Brook Community was that elimination of the road connection to their development would be an improvement to the plan. The residents from AR Black Avenue expressed disinterest in their private road being connected even if only for emergency access. Several requested that we make the same request for exception to the ordinance that road connection. There was one however who asked the Falls Mist developer to pave AR Black. That was explained as not possible given the developer of the Falls Mist does not have right of access to AR Black.

Various questions:

- AR Black Ave residents are concerned about emergency use of their private road.
- AR Black Ave residents also concerned about proposed emergency gate at the end of the road.
- AR Black Ave residents concerned about buffer width behind proposed homes, due to several of the residents being avid target shooters.
- Safety flashing cautions lights near new entrance off HWY 117 next to Fall Brook Lane?
- Any proposals for the Owl Creek wetland area?
- When will the construction start? *18 months +/- for approval and permits.*
- Concerns of existing homes being devalued by the additional traffic.
- What size lots are proposed? *The PD zone is proposed to enable a diversity of lot sizes.*
- Residents want to be made aware of all upcoming meetings for attendance.
- Where will wastewater treatments be located?



Attachments

JHF/jf
File W:\Master\PW-1200\MASTER PLAN REVISION\JAN 2023 COMMUNITY MEETING\2nd COMMUNITY MEETING REPORT.doc

107B COMMERCE STREET
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3302C BRIDGES STREET
MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479

FALLS MIST COMMUNITY MEETING NOTES From 1/24/2023

Call ins -

- Vincent Barger 910-619-9737 vincentbarger@gmail.com
- Anna Marie Fern off Strawberry 910-233-3112
- Mark Giardina 303-958-3601 giardina2955@gmail.com owner off AR Black Ave
- Ed Hill owns 46 ac blackberry farm across new 9.4 ac tract

14 land owners attended / 5 reps attended

NOTES : (random notes throughout the evening)

- Traffic Signals – No traffic lights – Concerns of traffic over bridge heading North on HWY 117
- Sewer treatment plant
- DOT/TIA was updated – study was moved to new connector road
- Reduction of setbacks 10' – 5'
- Wetland – Owl Creek backs up to additional parcel – Condition to revise-10yr to 100yr storm are there any plans for Ped-Xing over wetlands?
- Fall Brook owners thrilled with ne update to reroute away from their subdiv
- Stroud/developer is asking county to oppose the Fall Brook Connection
- Questions RE: the proposed Farmers Mkt off 210
- When will ground breaking start
- The approved plan has connection to AR Black Ave. – County requires it – Developer/Stroud wants to eliminate the connection
- If there is a connection for 911 on AR Black – how & where will the gate be placed, how will it work, any potential for others to use it.
    - Owners along AR Black want the ex. gravel road to paved and maintained if county emergency is planning to use the access.
- AR Black Ave. end of road owners are concerned with the small proposed buffer, because they frequently target shoot on the back of their property.
- Concerned with price of proposed homes – hoping the mass building won't devalue their property.

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
MAIL OUT INFORMATION & ATTENDANCE

ATTENDING YES OR NO	NAME	ADDRESS	COMMENTS
@ 1	Johnathan Vaughan		Excited to see progress RE: New Entry
1	Dacia Zimmer		" "
	Vincent Barger		Empty envelope - I emailed him
No	Anne Maria Farm	Strawberry Ln.	Q's I gave her my email
2	Aubrey Harvey	714-925-9976	
2	Edd Hill	Owns access from New Parcel Blackberry Farm	Was Wanting to Know Time line

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
SIGN -IN SHEET

	NAME	ADDRESS	CONCERNS
•	Stuart Petersen	203 Fall Brook Lane	
—	Don Bennett	5917 Oleander Dr. 28403	Davenport Engineer
•	Bob Summerlott	237 W. Tumbling Waters Rd.	
•	Joe Williamson	44 Casha Rd, Rocky Pt	
•	Natalie Tribett	44 Casha Rd, Rocky Pt	
•	Matthew Tribett	44 Casha Rd, Rocky Pt	
•	Aubrey Harvey	30 Owl Creek Ct	
•	Jesse Harvey	30 Owl Creek Ct	
•	Ty Barnett	42 babbling Crk Rd RP 28457	
•	Johnathan Vaughan	160 Fallbrook Ln	
—	Tracy Lowe	Stroud Engineering	
=	Sam Potter Atty		
=	Jimmy Fentress	102 D Cypress Pointe Wilm. NC 28403 / Stroud Engineering	
•	Matthew Lukens	50 E Tumbling Waters Rd. 28457	
•	Douglas Lukens	" "	
•	Martin Camp —	221 AR Black Ave →	grypmartin@gmail.com
•	Mark Giardina —	187 AR Black Ave	Statesville 28625.
—	Mark Massad Jr. — Developer	Developer/owner	
	~~Douglas Lukens~~	~~50 E Tumbling Waters Rd~~	
•	Matt Lukens	Same	