# Pender County

**Agenda**

**Board of County Commissioners Meeting**
**Monday, August 19, 2024 @ 4:00 PM**
**Pender County Public Assembly Room**
**805 S. Walker Street, Burgaw, NC**

| | | | Presenter | Page |
|---|---|---|---|---|
| 1. | CALL TO ORDER | | | |
| 2. | INVOCATION | | | |
| 3. | PLEDGE OF ALLEGIANCE | | | |
| 4. | ADOPTION OF AGENDA | | | |
| 5. | PUBLIC HEARING | | | |
| | 5.1. | Public Hearing for Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant<br>Public Hearing - Pdf | Henry | 5 - 8 |
| 6. | PUBLIC INFORMATION | | | |
| | 6.1. | Recognizing Jami Flowers and Cadence Brewer<br>Recognition - Pdf | Morton | 9 - 11 |
| | 6.2. | Annual Update from the Wallace-Pender Airport<br>Wallace-Pender Airport - Pdf | Jones | 13 - 28 |
| | 6.3. | Fall 2024 Veteran Services Update<br>Updates - Pdf | Leach | 29 - 35 |
| | 6.4. | Imagine Pender 2050 Comprehensive Land Use Plan Community Engagement Events<br>Community Engagement Events - Pdf | Moran | 37 - 38 |
| 7. | PUBLIC COMMENT | | | |
| 8. | CONSENT AGENDA | | | |
| | 8.1. | Approval of Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant<br>PASTRAN - Pdf | Henry | 39 - 67 |
| | 8.2. | Approval of Facility Usage Agreement– Hampstead United Methodist Church Athletic Field<br>Facility Use Agreement - Pdf | White | 69 - 75 |
| | 8.3. | Approval of Purchase Order to Joe Johnson Equipment for VacTrailer for $141,430.58<br>Approval of Purchase Order for VacTrailer for $141,430.58 - Pdf | Colon | 77 - 87 |
| | 8.4. | Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2234-13-4116-0000 Located at 824 Sykes Town Rd | Blue | 89 - 92 |

| | | | | |
|---|---|---|---|---|
| | | Currie, North Carolina<br>Resolution for parcel ID# 2234-13-4116-0000 - Pdf | | |
| | 8.5. | Approval of $10,000.00 Donation to Carousel Child Advocacy Center in Pender County<br>Carousel Child Advocacy Center - Pdf | Silverman | 93 - 94 |
| | 8.6. | Approval of Purchase Order to Cape Fear Engineering for Animal Shelter Gas Monitoring and Well Installation and Quarterly Monitoring at Animal Shelter at New Savannah Road<br>CFE Agreement and PO - Pdf | Moser | 95 - 104 |
| | 8.7. | Extension of a Local Matching Incentive for Cardinal Foods in the amount of $67,500<br>Extension of Local Matching Incentive for Cardinal Foods - Pdf | Fulton | 105 - 106 |
| | 8.8. | Requested revision to FY24-25 fee schedule<br>Revised FY24-25 Fee Schedule - Pdf | Adams | 107 - 110 |
| 9. | | APPROVALS AND RESOLUTIONS | | |
| | 9.1. | Resolution approving the County's application for grant funding through the WMPO for the design of a multi-use path along Country Club Drive, Azalea Drive, Jenkins Road and N. St. John's Church Road in Hampstead<br>Resolution for Grant Application - Pdf | Moran | 111 - 112 |
| | 9.2. | Legislative Goals and submission of such goals to the North Carolina Association of County Commissioners for consideration at its Legislative goals conference<br>Legislative Goals - Pdf | Silverman | 113 - 123 |
| | 9.3. | Approval of Resolution providing final approval of terms and documents for the DHHS facility financing<br>Resolution Approving Documents to LGC Application - Pdf | Blue | 125 - 253 |
| | 9.4. | Approval of Budget and Contract Amendment and Purchase Order increase to Bobbitt for construction of the DHHS Facility Project<br>DHHS BOA & GMP - Pdf | Blue | 255 - 258 |
| 10. | | DISCUSSION | | |
| 11. | | APPOINTMENTS | | |
| | 11.1. | Re-appointments to the Novant- Pender Memorial Hospital Board<br>Reappointments - Pdf | Stanfield | 259 - 269 |
| 12. | | MAPLE HILL WATER AND SEWER DISTRICT | | |
| 13. | | ROCKY POINT WATER AND SEWER DISTRICT | | |
| 14. | | SCOTTS HILL WATER AND SEWER DISTRICT | | |
| 15. | | MOORES CREEK WATER AND SEWER DISTRICT | | |
| 16. | | CENTRAL PENDER WATER AND SEWER DISTRICT | | |
| 17. | | PENDER COUNTY BOARD OF HEALTH | | |
| 18. | | SOCIAL SERVICES BOARD | | |
| 19. | | ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY | | |

MANAGER, & COUNTY COMMISSIONERS

20. CLOSED SESSION (IF APPLICABLE).

21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

| | | | |
|---|---|---|---|
| 21.1. | REZONE 2024-66: Request to modify the RM-CD1 conditional zoning district to allow for private storage of boats, recreational vehicles, campers and trailers in the Topsail Township<br>REZONE 2024-66 - Pdf | Cherry | 271 - 345 |
| 21.2. | SUP 2024-46: Revision to an existing Special Use Permit that permitted an Industrial Park in the Grady Township<br>SUP 2024-46 - Pdf | Adams | 347 - 376 |
| 21.3. | SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township<br>SUP 2024-45 - Pdf | Brantley | 377 - 420 |

22. ADJOURNMENT

# Pender County
# Public Hearing for Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Tricell Henry |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Public Hearing for Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant |

**SUMMARY:**
The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of $23,007, the Combined Capital Grant in the amount of $40,500, and the 5310 Operating Grant (ROAP) in the amount of $28,318 for FY 2026 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

This year PASTRAN is requesting $153,381 from NC Department of Transportation, requiring a local match of **$23,007**. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This year's capital request contains a total of $405,000 with a 10% local match of **$40,500,** which replaces four vans that have exceeded their useful life. This service is required, by law, to be provided for the benefit of Department of Social Services clients.

This year PAS is requesting $56,636 from NC Department of Transportation, requiring a local match of **$28,318**. This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation.

The total local share match amounts to $**91,825**. The total funding Pender Adult Services would receive from NCDOT is $ 615,017.

**ACTION REQUESTED:**

The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised.

**PUBLIC HEARING NOTICE**
**Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

This is to inform the public that a public hearing will be held on the proposed Pender Adult Services (PAS-TRAN) Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Oct 6, 2024. The public hearing will be held on August 19th, 2024 at 4pm before the (*governing board*) Pender County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Tricell Henry on or before August 19th 2024, at telephone number 910-259-9119 or via email at thenry@penderpas.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Pender County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit Vans. Services are rendered by Pender Adult Services (PAS-TRAN).

The total estimated amount requested for the period ***July 1, 2024 through June 30, 2025.***

**NOTE: Local share amount is subject to State funding availability.**

| Project | Total Amount | Local Share | |
|---|---|---|---|
| Administrative | **$ 153,381** | **$ 23,007** | **(15%)** |
| Operating (5311) | **$** | **$** | **(50%)** |
| Capital (Vehicles & Other) | **$ 405,000** | **$ 40,500** | **(10%)** |
| 5310 Operating | **$ 56,636** | **$ 28,318** | **(50%)** |
| Other _____ | **$** | **$** | **( %)** |
| **TOTAL PROJECT** | **$ 615,017** | **$ 91,825** | |

**Total Funding Request $615,017** **Total Local Share $91,825**

**$28,318 5310 match to come from ROAP Funding**

This application may be inspected at 901 S Walker St Burgaw NC 28425 from 9 am to 5pm. Written comments should be directed to thenry@penderpas.com before August 19, 2024.

*End of Notice*

**Note:** **AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application.

# Pender County
# Recognizing Jami Flowers and Cadence Brewer

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Allen Vann |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Recognizing Jami Flowers and Cadence Brewer |

**SUMMARY:**
Pender County would like to recognize Jami Flowers and her daughter, Cadence Brewer, for graduating together from two different programs at Cape Fear Community College.

Jami is earning her diploma in Pharmacy Technology. She began the program in 2003 but had to pause her education to take care of her family. Jami has since returned to the program and is becoming a Certified Pharmacy Technician. Once she graduates, Jami hopes to secure a position at an in-patient facility where she can assist pharmacists in providing patient care.

Cadence is currently earning her diploma in esthetics and hopes to work at a salon after graduation. She aspires to one day open her own. Cadence also attended Pender High School, graduating six months earlier than the rest of her class.

Pender County would like to recognize the uniqueness to Jami and Cadence's story, a mother and daughter graduating at the same time, and commend them for their hard work and valiant effort in fulfilling their dreams.


502
CFCC
PHARMACY
TECHNOLOGY

**PRESS RELEASE**
**FOR IMMEDIATE RELEASE**

**Media Contact:**
Christina Hallingse, Director of Media Relations
challingse@cfcc.edu | (910) 362-7256

## Mother and Daughter Duo Celebrate Simultaneous Graduations from CFCC

**Wilmington, NC (July 31, 2024)** - Cape Fear Community College (CFCC) is excited to celebrate a unique milestone as local residents Jami Flowers and her daughter, Cadence Brewer, graduate together from two different programs. Jami and Cadence, current residents of Atkinson, are an inspiring example of dedication and perseverance.

Jami is earning her diploma in Pharmacy Technology. She began the program in 2003, but life and young children required her to pause her education. When the opportunity to return to the program arose, she eagerly seized it to pursue becoming a Certified Pharmacy Technician. Following graduation, Jami hopes to secure a position in an in-patient facility where she can fulfill her passion for assisting pharmacists in providing patient care.

“My mom set aside her education and became a stay-at-home mom so that she could be there for us [her children] and all our crazy friends," said Cadence. “I am so proud she is finally pursuing her dreams alongside me.”

Cadence is earning her esthetics diploma. After graduating from Pender High School six months early, Cadence was drawn to her program due to her deep interest in the connection between exterior appearance and mental well-being. Upon completing her state certification, she aspires to work at a salon where she can immerse herself in learning about the field. Her ultimate goal is to start her own business, investing in and enhancing the lives of her clients.

“Growing up was tough for me," said Cadence. "I didn't feel like I had the choice or opportunity to pursue higher education with hands-on, one-on-one learning. My instructors at Cape Fear brought diverse skill sets and experiences. They've taught me discipline, self-respect, respect for others, and the importance of the craft of skincare."

Jami and Cadence will graduate on Friday, August 2, at 9:00 a.m. To learn more about Cape Fear Community College’s programs, visit www.cfcc.edu.

**-END-**

*For 65 years, Cape Fear Community College has served the citizens of New Hanover and Pender Counties with accessible, high-quality education, workforce training opportunities, and specialized services and support. With more than 22,500 students annually, Cape Fear Community College is the fifth-largest community college in North Carolina and a significant economic development partner in Southeastern NC. The college has four locations: Wilmington, Castle Hayne, Burgaw, and Surf City.*

# Pender County
# Annual Update from the Wallace-Pender Airport

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Ben Jones |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Annual Update from the Wallace-Pender Airport |

**SUMMARY:**
Ben Jones will give the annual update from the Wallce-Pender Airport.

WALLACE-PENDER AIRPORT

# KACZ PENDER COUNTY REPORT

2024



# ACZ

- 4,150 FT
- 100ll (AV GAS)
- JET A
- Crew Car
- Tie Down/Ramp Space
- 14 Hangars
- On Field Maintenance

# OUR CLIENTELE



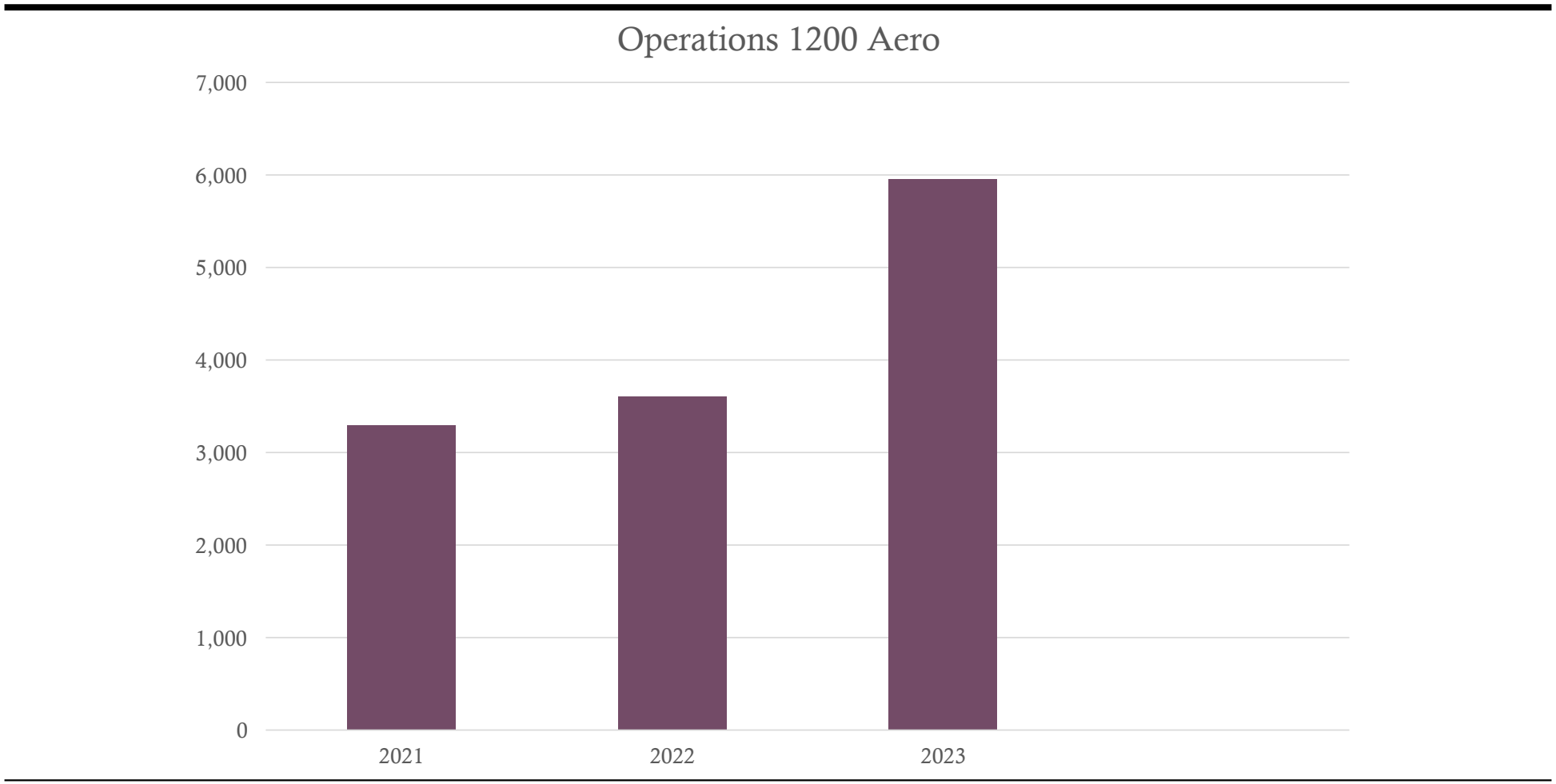


# MEET THE CREW





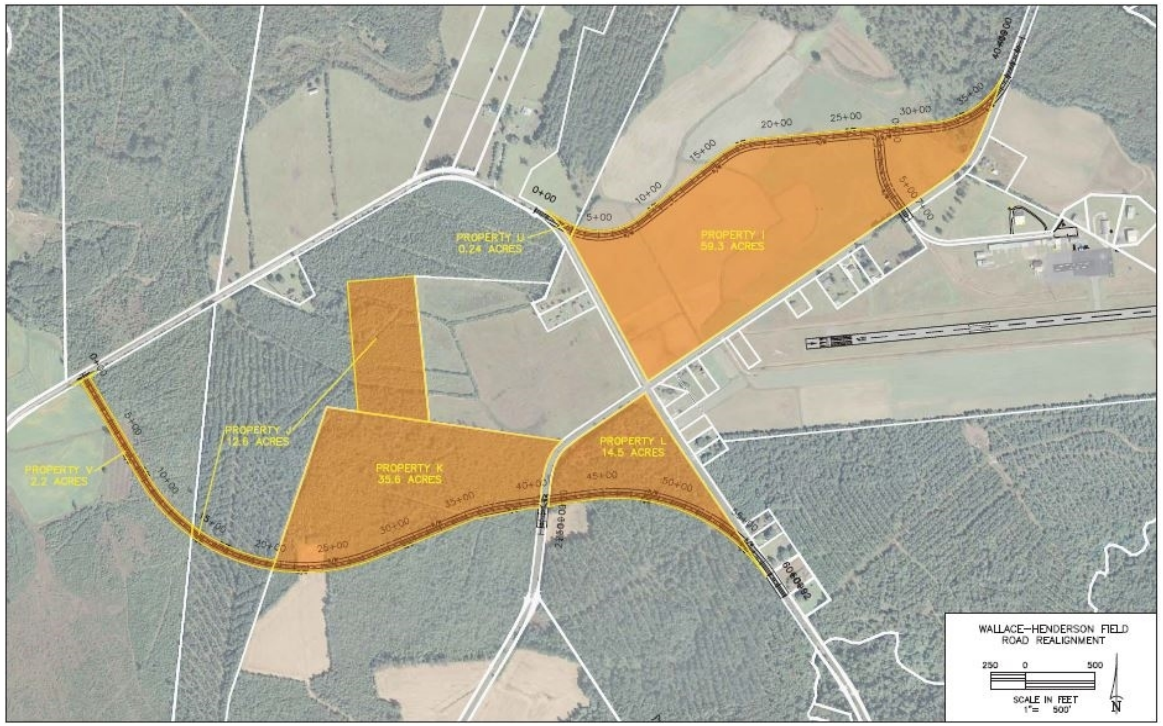


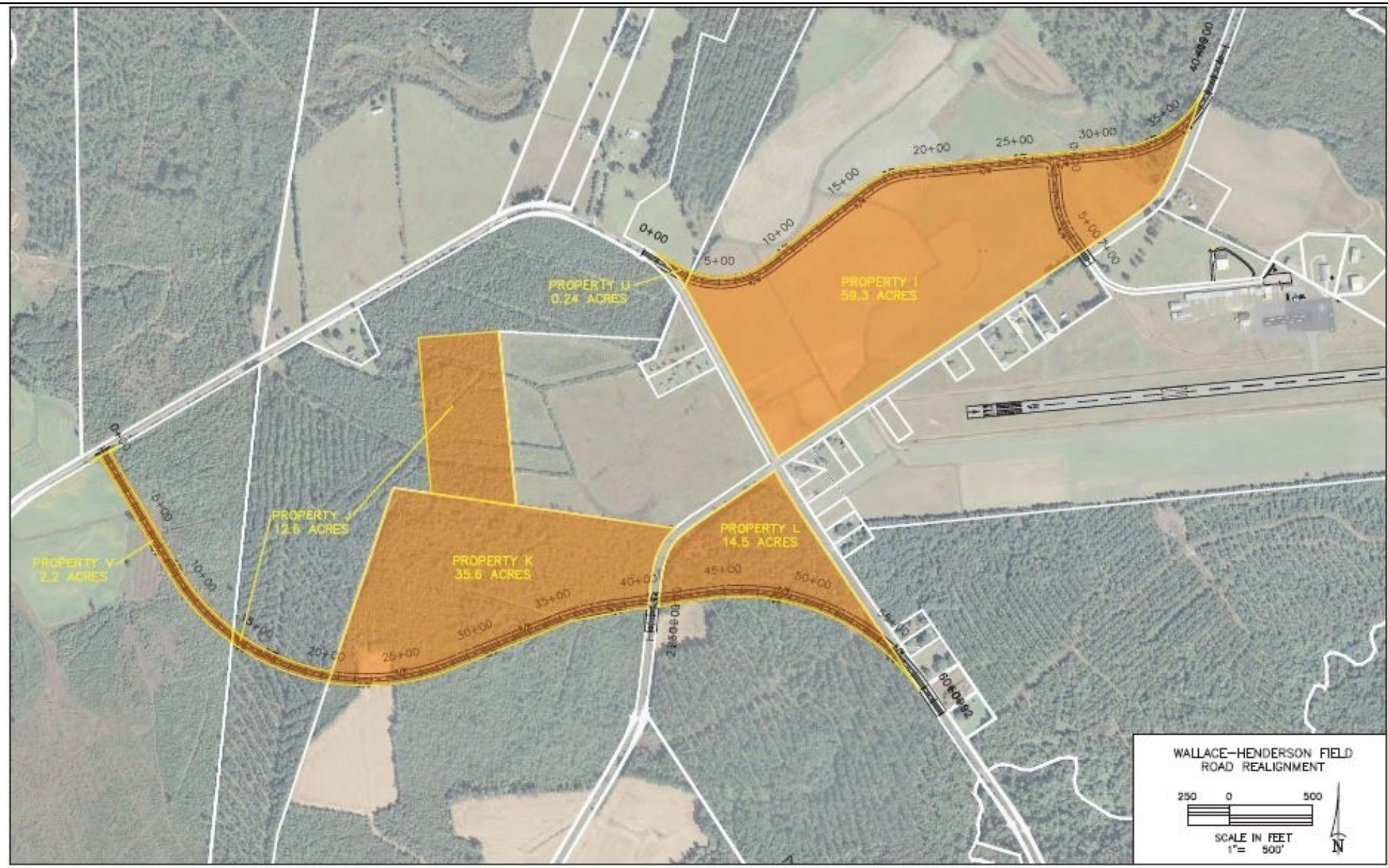

Operations 1200 Aero
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
2021
2022
2023

# UPCOMING PROJECTS

- Road Relocation

  -Wallace Airport rd. and Old Mill Rd
- Runway Rehab and Lighting
- Runway Expansion
- New Terminal and Ramp




PROPERTY U
0.24 ACRES
PROPERTY I
59.3 ACRES
PROPERTY J
12.6 ACRES
PROPERTY K
35.6 ACRES
PROPERTY L
14.5 ACRES
PROPERTY V
2.2 ACRES
0+00
5+00
10+00
15+00
20+00
25+00
30+00
35+00
40+00
45+00
50+00
WALLACE–HENDERSON FIELD
ROAD REALIGNMENT
250 0 500
SCALE IN FEET
1"= 500'
N

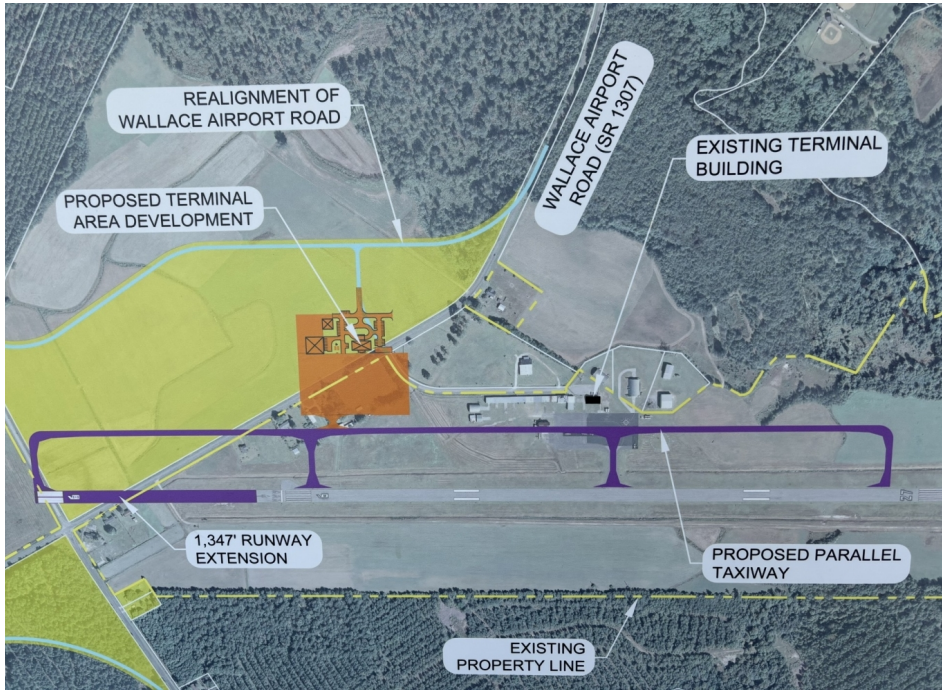
# RUNWAY REHAB & LIGHTING

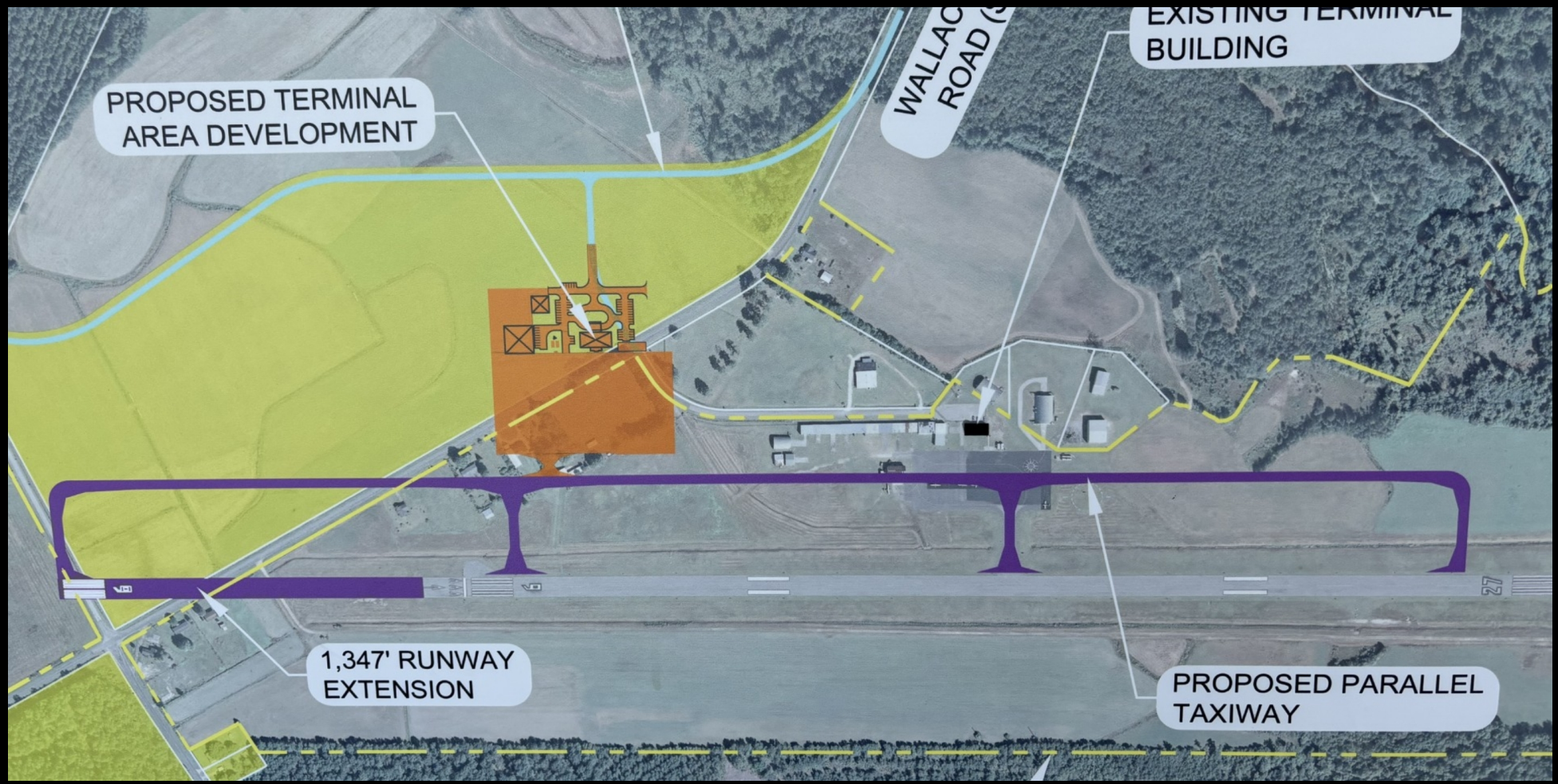
- DOT and DOA grant funded
- Mill and replace existing asphalt
- New LED runway lighting system
- Prepping for runway extension
- Early September, 2024
- Name Change effective March 21, 2024



# EXPANDING TO THE FUTURE

- Phase 1 extends runway to 5500’
- Parallel Taxiway
- New FBO/Terminal Building
- 10 acre Ramp
- Corporate and GA T-Hangars
- Economic Empacts




PROPOSED TERMINAL AREA DEVELOPMENT
WALLAC ROAD (
EXISTING TERMINAL BUILDING
1,347' RUNWAY EXTENSION
PROPOSED PARALLEL TAXIWAY

# SERVING OUR COMMUNITY

- Economic Impact
- Young Eagles
- MCLAD Leadership Academy
- Town Growth
- Connecting Pender County to the Future

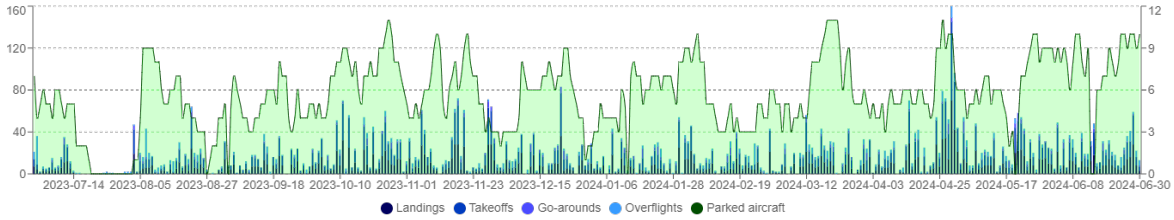


# KACZ - Henderson Field

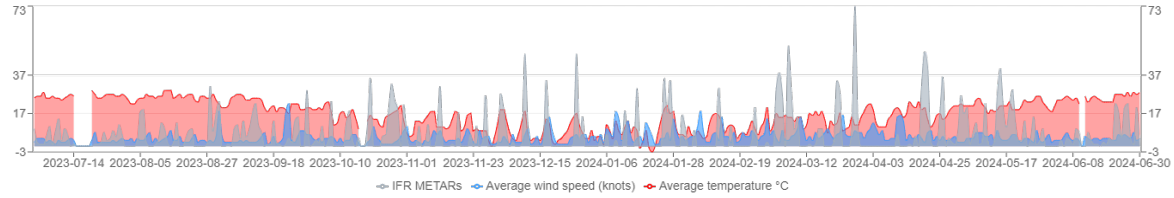
## Operations Report for Jul 1, 2023 - Jun 30, 2024

| Operations | Landings | Takeoffs | Go-arounds | Overflights |
|---|---|---|---|---|
| 7,208 | 2,736 | 3,178 | 438 | 856 |

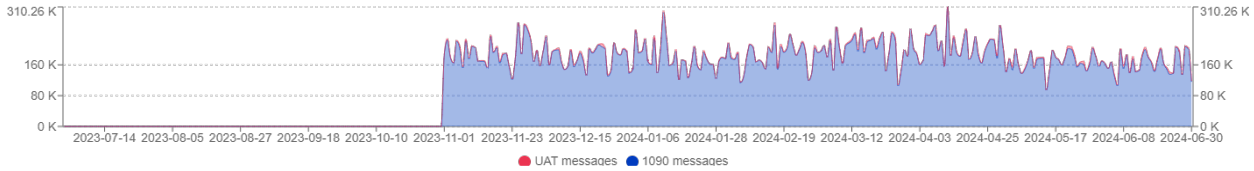
### Operations by Day



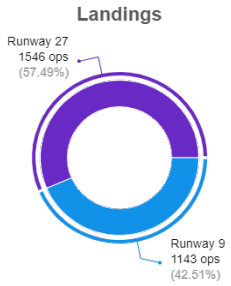

### Weather Conditions



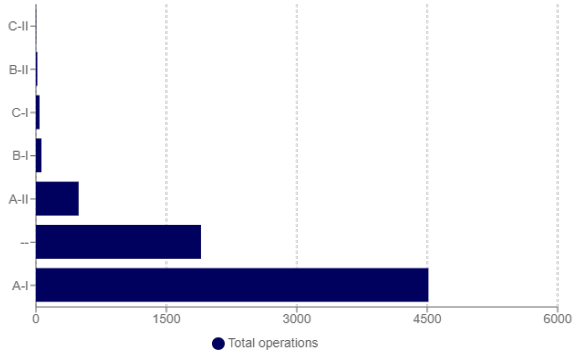

### Receiver health



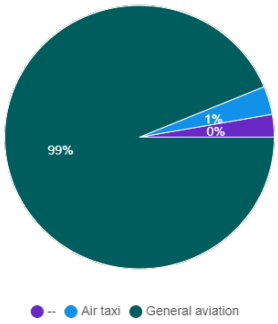
## Operations by Runway



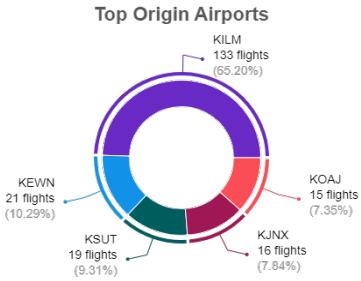

## Operations by Category



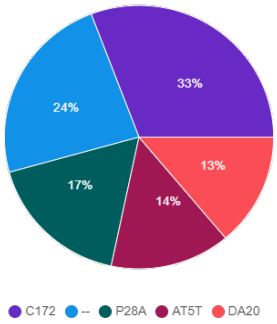

## Operations by Type



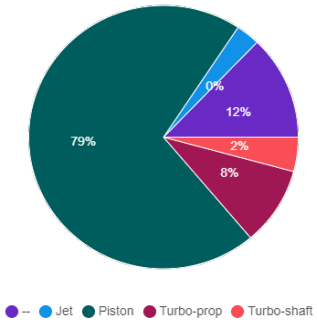

## Top Airports



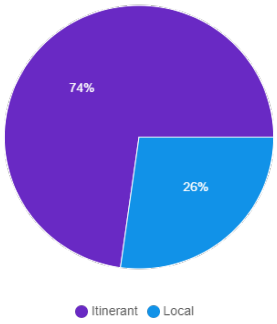
## Top Aircraft Types




## Operations by Engine Type



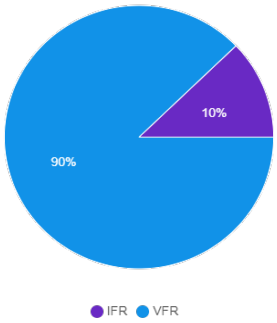

## Local vs. Itinerant Flights



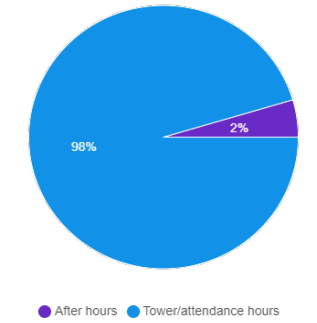

## Training Operations



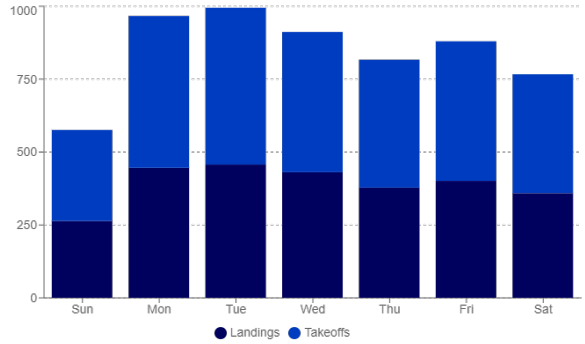

## IFR vs. VFR flights



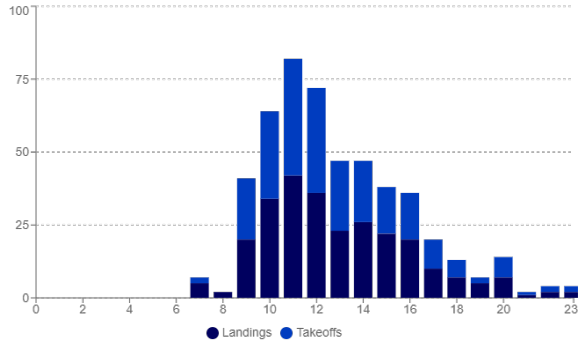

## After Hours Operations



### Operations by Day of Week

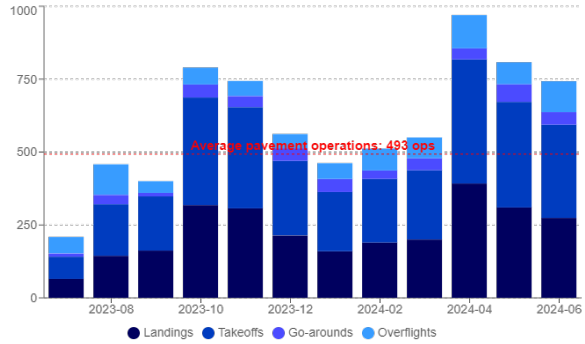



### Operations by Hour




## Historical Data

### Landings and Takeoffs by Month




### Busiest Days on Record

| Rank | Date | Pavement ops | Aircraft |
|---|---|---|---|
| 1 | 2024-04-29 (Mon) | 145 | 11 |
| 2 | 2021-06-30 (Wed) | 102 | 7 |
| 3 | 2024-04-30 (Tue) | 88 | 11 |
| 4 | 2021-11-12 (Fri) | 86 | 4 |
| 5 | 2022-10-12 (Wed) | 83 | 11 |
| 6 | 2022-11-07 (Mon) | 78 | 8 |
| 7 | 2023-12-22 (Fri) | 77 | 8 |
| 8 | 2024-04-27 (Sat) | 69 | 10 |
| 9 | 2023-10-11 (Wed) | 67 | 6 |
| 9 | 2024-04-26 (Fri) | 67 | 8 |

# Pender County
# Fall 2024 Veteran Services Update

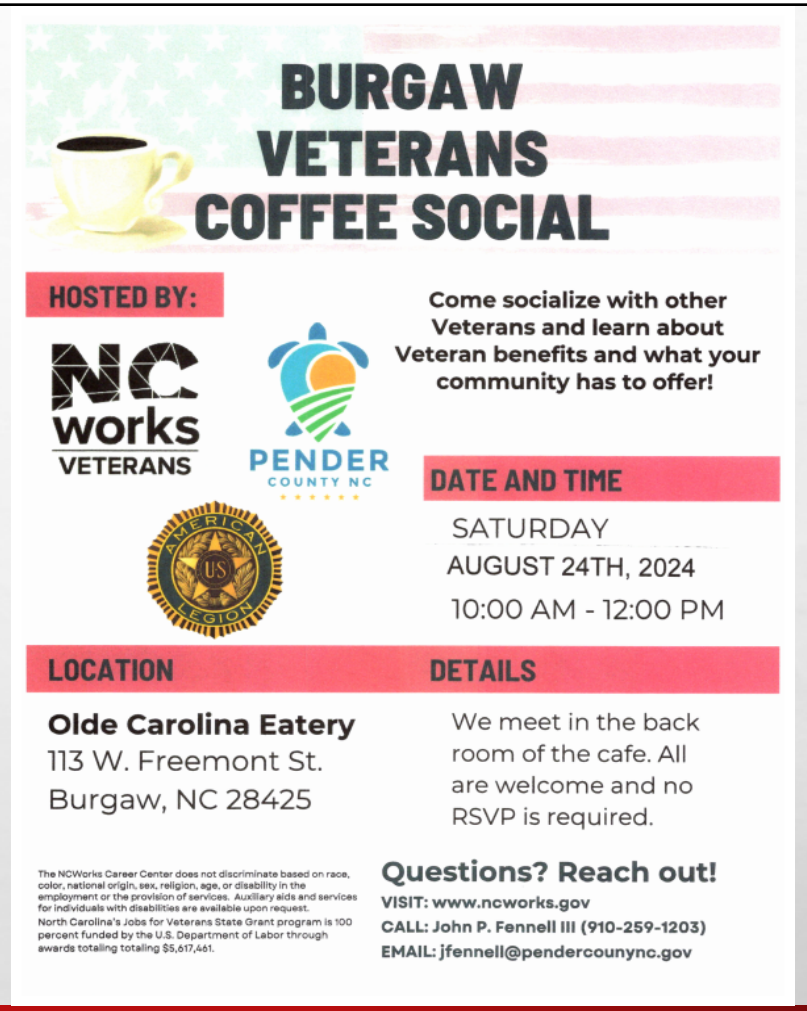
| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Michelle Leach |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Fall 2024 Veteran Services Update |

**SUMMARY:**
Update on Office Events and Veterans Benefit Administration (VBA) Information

**ACTION REQUESTED:**
Public Information


PENDER COUNTY
VETERAN SERVICES
FALL 2024 UPDATE


9/11 VETERANS COFFEE
Hosted By:
LOWER CAPE FEAR LifeCare
COUNTY OF PENDER
All Veterans are invited to join us at the Hampstead Library on 11 September at 9:00am.
Join us for Coffee, Breakfast, and Camaraderie.
"Never Forget."
DUE TO LIMITED SEATING, PLEASE CONFIRM ATTENDANCE WITH MICHELLE LEACH AT 910-259-1203 OR EMAIL MLEACH@PENDERCOUNTYNC.GOV


BURGAW VETERANS COFFEE SOCIAL
HOSTED BY:
NC works VETERANS
PENDER COUNTY NC
AMERICAN LEGION
Come socialize with other Veterans and learn about Veteran benefits and what your community has to offer!
DATE AND TIME
SATURDAY
AUGUST 24TH, 2024
10:00 AM - 12:00 PM
LOCATION
Olde Carolina Eatery
113 W. Freemont St.
Burgaw, NC 28425
DETAILS
We meet in the back room of the cafe. All are welcome and no RSVP is required.
The NCWorks Career Center does not discriminate based on race, color, national origin, sex, religion, age, or disability in the employment or the provision of services. Auxiliary aids and services for individuals with disabilities are available upon request.
North Carolina's Jobs for Veterans State Grant program is 100 percent funded by the U.S. Department of Labor through awards totaling totaling $5,617,461.
Questions? Reach out!
VISIT: www.ncworks.gov
CALL: John P. Fennell III (910-259-1203)
EMAIL: jfennell@pendercounync.gov

ASIST

Learn the skills.

# Help save a life.



## ASIST TRAINING

**Applied Suicide Intervention Skills Training**
**November 6th & 7th, 2024**
**8:00am - 4:30pm**
**Hampstead Public Library,**
**75 Library Drive, Hampstead NC, 28443**

1. UNDERSTAND THE WAYS PERSONAL AND SOCIETAL ATTITUDES AFFECT VIEWS ON SUICIDE AND INTERVENTIONS
2. PROVIDE GUIDANCE AND SUICIDE FIRST-AID TO A PERSON AT RISK IN WAYS THAT MEET THEIR INDIVIDUAL SAFETY NEEDS
3. IDENTIFY THE KEY ELEMENTS OF AN EFFECTIVE SUICIDE SAFETY PLAN AND THE ACTIONS REQUIRED TO IMPLEMENT IT
4. APPRECIATE THE VALUE OF IMPROVING AND INTEGRATING SUICIDE PREVENTION RESOURCES IN THE COMMUNITY AT LARGE
5. RECOGNIZE OTHER IMPORTANT ASPECTS OF SUICIDE PREVENTION INCLUDING LIFE-PROMOTION AND SELF-CARE

COUNTY OF PENDER | VA U.S. Department of Veterans Affairs | CAPE FEAR VRP VETERAN RESILIENCE PROJECT

Join the Pender County Veterans Services, Cape Fear Veteran Resilience Project and the Department of Veterans Affairs in this critical conversation and suicide prevention training. You must attend both days to receive certification. Contact hours and Continuing Education Units are available upon request. Deadline for RSVP is October 28, 2024.

RSVP to Michelle Leach, Director, Pender Co. Veterans Services
910-259-1203 mleach@pendercountync.gov

# ADDITIONAL UPCOMING VETERANS EVENTS

- MARINE CORPS LEAGUE #1321 ANNUAL BBQ FUNDRAISER
- OPERATION GREEN LIGHT
- VHA VIRTUAL TOWN HALL

# VBA UPDATE

- IN FY2024 TO DATE (JULY), VA PROCESSED OVER 2 MILLION CLAIMS, SETTING A RECORD AND SURPASSING LAST YEAR'S TOTAL BY OVER 27%. THE GRANT RATE FOR THESE CLAIMS IS 64.6%, WITH AN AVERAGE DISABILITY RATING OF 70%, RESULTING IN OVER $20,000 ANNUALLY IN COMPENSATION FOR VETERANS.
- SO FAR, 655,808 CLAIMS GRANTED IN FY2024 ARE PACT ACT-RELATED.
- IN ADDITION, THANKS TO THE LARGEST OUTREACH CAMPAIGN IN VA HISTORY, VETERANS SUBMITTED 2,433,729 CLAIMS APPLICATIONS IN 2023 – AN ALL-TIME RECORD AND 39% MORE THAN IN 2022. THUS FAR THIS YEAR, VETERANS ARE ON PACE TO SUBMIT EVEN MORE CLAIMS – OUTPACING LAST YEAR'S RECORD BY 2.9%.

# OFFICES

## (910) 259-1203

### BURGAW (ADMINISTRATIVE BLDG)

JOHN FENNELL III

ASSISTANT VETERANS SERVICE OFFICER

JFENNELL@PENDERCOUNTYNC.GOV

### HAMPSTEAD (ANNEX)

MICHELLE LEACH

DIRECTOR OF VETERANS SERVICES

MLEACH@PENDERCOUNTYNC.GOV

EDWIN ARISTIZABAL

ASSISTANT VETERANS SERVICE OFFICER

EARISTIZABAL@PENDERCOUNTYNC.GOV

# Pender County
# Imagine Pender 2050 Comprehensive Land Use Plan Community Engagement Events

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Adam Moran |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Imagine Pender 2050 Comprehensive Land Use Plan Community Engagement Events |

**SUMMARY:**
Pender County is in the process of developing a new Comprehensive Land Use Plan, referred to as the Imagine Pender 2050 Plan. The goal of the Plan is to establish a coordinated vision for future land use and growth over the next 25 years, then put together a road map for how to achieve that vision through policies, goals and actions.

To make this plan successful, we need the community's input to establish the County's vision. Therefore, we're hosting 10 community engagement opportunities across the County from September 17th through October 3rd. We will also have a survey published online and available across the County. More information on the Imagine Pender 2050 Comprehensive Land Use Plan can be found at:
https://www.pendercountync.gov/537/Imagine-Pender-2050-Comprehensive-Plan

The public engagement dates and locations are as follows:

| Date | Time | Event Space | Address |
|---|---|---|---|
| Tuesday, September 17th | 3:00-5:00 PM | Penderlea Auditorium | 220 C R Dillard Rd, Willard, NC 28478 |
| Tuesday, September 17th | 6:00-8:00 PM | Burgaw Rail Depot | 115 S Dickerson St, Burgaw, NC 28425 |
| Wednesday, September 18th | 2:00-4:00 PM | Atkinson Town Hall | 207 N Town Hall Ave, Atkinson, NC 28421 |
| Wednesday, September 18th | 6:00-8:00 PM | Willard Community Outreach Center | 9955 NC-11, Willard, NC 28478 |
| Thursday, September 19th | 6:00-8:00 PM | Hampstead Annex Auditorium | 15060 Hwy 17, Hampstead, NC 28443 |

| Date | Time | Event Space | Address |
|---|---|---|---|
| Tuesday, September 24th | 4:00-7:00 PM | Surf City Municipal Complex | 214 W Florence Wy, Hampstead, NC 28443 |
| Wednesday, September 25th | 6:00-8:00 PM | Poplar Grove Plantation Barn | 10200 US Highway 17, Wilmington, NC 28411 |
| Thursday, September 26th | 6:00-8:00 PM | Maple Hill Community Center | 4840 NC-50, Maple Hill, NC 28454 |
| Wednesday, October 2nd | 6:00-8:00 PM | Heide Trask High School Cafeteria | 14328 State Hwy 210, Rocky Point, NC 28457 |
| Thursday, October 3rd | 6:00-8:00 PM | Moore's Creek Missionary Baptist Church | 60 Minuteman Rd, Currie, NC 28435 |

# Pender County
# Approval of Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Tricell Henry |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant |

**SUMMARY:**
This year PASTRAN is requesting $153,381 from NC Department of Transportation, requiring a local match of **$23,007**. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This year's capital request contains a total of $405,000 with a 10% local match of **$40,500,** which replaces four vans that have exceeded their useful life. This service is required, by law, to be provided for the benefit of Department of Social Services clients.

This year PAS is requesting $56,636 from NC Department of Transportation, requiring a local match of **$28,318**. This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation.

The total local share match amounts to $**91,825**. The total funding Pender Adult Services would receive from NCDOT is $ 615,017.

The public hearing notice for this was published in the August 8, 2024, Pender Post and Topsail Voice.

**ACTION REQUESTED:**
Approval of Local Match for Funding of the 5311 Administrative Grant and the combined Capital Grant, and Approval to Transfer Funds from the ROAP Allocation to 5310 Funding Grant

**ATTACHMENTS:**
Local Share Certification Master Document
Combined Capital Grant Application
Public Notice
5311 Administration Grant Resolution
5311 Operating Grant Resolution
5310 ROAP Funding Grant Resolution
Public Transportation Program Resolution

# FY26 LOCAL SHARE CERTIFICATION FOR FUNDING

**Pender Adult Services,INC.(PASTRAN)**

**Requested Funding Amounts**

| Project | Total Amount | Local Share** |
|---|---|---|
| 5311 Administrative | $ **153,381** | $ **23,007** (15%) |
| 5311 Operating (No State Match) | $_____ | $ _____ (50%) |
| 5310 Operating (No State Match) | $ **56,636** | $ 28,318 (50%) |
| Combined Capital | $ **405,000** | $ **40,500** (10%) |
| Mobility Management | $_____ | $ (10%) |
| 5310 Capital Purchase of Service | | $ _____ (10%) |
| ConCPT | $_____ | $ _____ (50%) |
| Capital Cost of Contracting | | $ _____ (50 %) |
| Traveler's Aid | $_____ | $ _____ (50%) |
| _____ | | $ _____ (__%) |
| _____ | $_____ | $ _____ (__%) |
| _____ | $ | $ (__%) |

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

| | | |
|---|---|---|
| TOTAL | $ **615,017** | 91,825 $ |
| | **Total Funding Requests** | **Total Local Share** |

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

**The Local Share is available from the following sources:**

| Source of Funds | Apply to Grant | Amount |
|---|---|---|
| Pender County | 5311 Admin | $23,007 |
| Pender County | Comb. Capi | $40,500 |
| **ROAP** | **5311 Opert.** | $28,318 |
| _____ | _____ | $ _____ |
| _____ | _____ | $ _____ |
| _____ | _____ | $ _____ |

| | | |
|---|---|---|
| _____ | _____ | **$** _____ |
| _____ | _____ | $ _____ |
| **TOTAL** | | $ **91,825 from** |

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing *(Legal Name of Applicant)* _____ do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2025**, which has a period of performance of July 1, 2025 – June 30, 2026.

_____
Signature of Authorized Official

_____
Type Name and Title of Authorized Official

_____
Date

# FY 2025 COMBINED CAPITAL APPLICATION

## PART 1: Applicant Information

| | |
|---|---|
| Legal Name of Applicant: | Pender Adult Services, Inc. (PAS-TRAN) |
| Applicant's Congressional District (If Applicant's city is included in more than one district, enter primary district only): 7 | |
| Applicant's County (If Applicant has offices in more than one county, list county where main office is located): | |
| Address: | Po box 1251/ 901 S Walker St |
| City, State, Zip: | Burgaw, NC 28425 |
| Federal Taxpayer ID Number: | 58-1482588 |
| Doing Business As (DBA) Name: | PAS-TRAN |
| Applicant's Unique Entity ID(UEI) (Register your Entity or get a Unique Entity ID at: https://sam.gov/content/duns-uei) | |
| Parent Agency UEI: | |
| Applicant's Service Area's Congressional District (If service area is included in more than one district, enter primary district only):7 | |
| Project's Service Area (list the county or counties that will be served by the proposed project): Pender. Duplin, New Hanover ect. | |

| **Project Manager and Contact Information** | | | |
|---|---|---|---|
| Name of Project Manager: | Wesley B. Davis | | |
| Title: | Executive Director | | |
| Address: | *901 S Walker St Po Box 1251*<br><br>Burgaw, NC 28425 | | |
| E-mail: | wdavis@penderpas.com | | |
| Phone Number: | 910-259-9119 | | |
| Mobile Phone Number: | | FAX: | 910-259-9144 |
| **Alternative Contact Information (in absence of Project Manager)** | | | |
| Name: | **James Lonegnbach** | | |

| | |
|---|---|
| E-mail: | jlongenbach@penderpas.com |
| Phone Number: | 484-553-3995 |

**Fleet Information**

**Table 1: Fleet information**

| **Current Vehicle Inventory (enter number in fleet)** | | | | | | |
|---|---|---|---|---|---|---|
| *Vans* | 2 | Vans/Lifts | 7 | Sedans or Minivans | 1 | |
| *LTV's* | | LTV's/Lifts | | Buses | | |
| Average Fleet Age (**in Miles as of June 30, 2023**) | | | | | | |
| **Explanation of fleet make-up or fleet concerns (if necessary)** | | | | | | |

**Table 2: Vehicle Type Requested (Based on ITRE-projected information)**

**Integrated Mobility Division (IMD) will provide each transit system a specific list of vehicles eligible for replacement in FY 2025. Replacement vehicles must meet useful life by June 30, 2023. If a system wants to replace a vehicle not on the approved list a strong explanation must be provided with the application and it will be reviewed and considered by IMD management on a case-by-case basis. Approval is not guaranteed.**

**Vehicles to be Replaced in FY 2025** (attach additional sheet to list vehicles if needed)

| Asset (model year, manufacturer, model or variant) | VIN or Fleet ID | Miles as of June 30, 2023 | Vehicle replacement is based upon fleet analysis and pre-planning by IMD to determine which vehicles will be eligible for funding in FY 2025. |
|---|---|---|---|
| 2020 | 1FDVU4X80LKA02185 | 129,908 | |
| 2020 | 1FDVU4X89LKA02184 | 143,273 | |
| 2020 | 1FDVU4X87LKA02183 | 148,500 | |
| 2020 | 1FDVU4XM3KKA31434 | 107,679 | |

**Vehicles Requested in FY 2025 Application (*Excluding Expansion Vehicles)**

| **Vehicle Replacement Type (enter number of each type requesting)** | | | | | |
|---|---|---|---|---|---|
| *Vans* | 1 | Vans/Lifts | 3 | Sedans or Minivans | |
| *LTV's* | 2 | LTV's/Lifts | | Buses | |

***NOTE: Systems can apply for EV's but are only eligible if they have initiated a feasibility study and EV infrastructure design OR already have charging infrastructure in place. Funding for the feasibility study may or may not be included in the grant award. Charging infrastructure must be used for transit vehicles only.***

**Federal Financial Assistance Transparency Act**

Federal Financial Assistance Transparency Act (FFATA) mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than $25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select “Yes” if they are subject to the reporting requirements of FFATA and “No” if they are not subject to Executive Compensation Reporting.

☐ YES ☒ No

Executive Compensation Reporting: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

| | **Full Name** | **Total Compensation** |
|---|---|---|
| 1 | | $ |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |

## PART 2: Project Information

IMPORTANT: Applicants should submit one application for all capital projects for their small urban and/or rural service area. Duplicate projects within service areas will not be funded. Applicants can apply for one year of funding only. If a project is selected, funding for subsequent years is not guaranteed. It will be necessary to reapply and go through another competitive process for subsequent years' funding. Eligible projects may be funded using 5311, 5339 or a combination of the funding sources. IMD will determine the project's funding after the application has been reviewed and approved.

| | |
|---|---|
| Project Name | 25-39-069 |
| Type(s) of Capital Project (vehicle replacement, equipment, etc.). Describe the project(s) to be funded. | Vehicle replacement<br>1 Van<br>3 vans with Lift |

| | FY 2025 |
|---|---|
| Federal Amount Requested = | $324,000 |
| State Amount Requested** = | $40,500 |
| Local match amount = | $40,500 |
| Total project cost = | $405,000 |

***** Applicant should be prepared for 20% local share in the event the State cannot participate.***

## PART 3: Project Criteria

Address each of the evaluation criteria separately, demonstrating how the project responds to each criterion. Each proposer is encouraged to demonstrate the responsiveness of a project to all of the appropriate selection criteria with the most relevant information that the proposer can provide, regardless of whether such information has been specifically requested, or identified. Please be thorough, yet concise in the response.

**3-1. Threshold Criteria**

a. Does the applicant have the technical capacity to administer the project?
☒ Yes ☐ No Explain your answer in the box below.

PAS-TRAN currently uses Community Transit Systems Software, INC. (CTS) Trip master Enterprise, which has been upgraded for daily use and reporting. Tablets were purchased in 2016 for driver trips and have been helpful in increasing same day services as well as making it easier for changes to be made to schedules to assist with on time percentage. Pender Adult Services, Inc. transportation (PAS-TRAN) has the technical capacity to administer this project. PAS has been in the transit business for over 20 years under the leadership of Executive Director, Wesley B. Davis, with up to date computers and software as well as a modern working facility used to administer the project.

b. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project?

PAS has been in the transit business for over 20 years under the leadership of Executive Director, Wesley B. Davis who is the Authorized Official and the Executive Director (100%) for Pender Adult Services, Inc. He has been employed with the agency for over 25 years and holds a Master's Degree.

James R. Longenbach has been in the position of Transportation Director since May 2018. Prior to this employed as Assistant Transportation director for 3 years and General Manager for MV Transportation for 2 years prior to that. He attends all NCDOT trainings and has 30 years' experience in the transportation industry

c. Does applicant have adequate financial and management systems in place to ensure adequate reporting and project oversight? ☒ Yes ☐ No Explain your answer in the box below.

| |
|---|
| The transit Staff will ensure adequate reporting and project oversight. Reports include ROPA, Charter, OPSTATS, program income, VUD. |

d. Has the source of local match been identified in a current budget or has it been approved by the agency's governing body in a future budget? What is the source of the match (e.g., agency reserves, capital replacement fund, municipal general fund, private partnership, etc.)? If the match is not from the applicant agency but another party, has that party committed the match in writing? Provide documentation of the commitment of local match from an outside party. Explain your answer in the box below.

| |
|---|
| *Along with Pender Adult Services, Pender County Government has approved the appropriate local match for the grant funding at the board meeting held on Sep 18, 2023. See local share cert.* |

e. Further describe the matching funds, including amount and source of the match (agency reserves, capital replacement budget, municipal general fund, private partnership, etc.). List each source individually. If the matching funds are not committed, identify their source and anticipated award date. [Add/Remove Lines as necessary – place the cursor in the bottom row then right click → "Insert" → "Insert Rows Below" to add more lines to the following table]

| Source | Amount | Date awarded or available |
|---|---|---|
| Pender County. See local share certification | 40,500 | 7/1/2024 |
| | | |
| | | |

f. Were FTA funds awarded to this project in previous years? ☒ Yes ☐ No

g. Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. It

should be clear from your description where your project's target population lives in a small urban or rural area of North Carolina.

| |
|---|
| *See map in Pender County Locally Coordinated Human Services Transportation Plan (LCP) on pages 12, 13, and 14. Pender County is approximately 870 square miles with 60 people per square mile* |

h. Estimate the annual number of unduplicated passengers who will be served or the number of one-way trips that will be provided from the proposed project.

| | | | |
|---|---|---|---|
| Unduplicated Passengers | *515+* | One-way trips | *23,395* |
| Fully Allocated Cost per Trip | $1.98 | | |

List items included in the fully allocated cost per trip. What other factors, if any, are included in setting the cost of a trip?

| |
|---|
| *Administrative and operating budgets, etc.* |

**3-2. Project Readiness**

a. Describe the project plan <u>in detail</u> and provide a timeline and milestones for the completion of the project. This description should completely describe what you want to accomplish and how you are going to accomplish it if you receive the requested funding. The applicant may wish to attach the following documents with the application, but these documents are not required: maps, pictures, marketing plans, draft brochures, charts or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant's preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your <u>detailed</u> answer should be one half to one whole page long.

| |
|---|
| 3 Vans with lifts<br>1 Van |

b. Describe the applicant's preparedness to manage the project.

the Wallace Community in southern Duplin County connecting to Heritage Place, Senior Center in Burgaw, NC in Pender County. This would then connect from Burgaw location to link with the WAVE Transit System in New Hanover County and allow residents in the far areas of Pender County such as Hwy 421 area to utilize the transit system. Also a route would be established from Heritage Place to Topsail Senior Center in Hampstead to connect to the beach areas. Purpose and Need for Project: There are no current bus routes providing public transportation along the major highways in corridor in Pender County. Public Transportation for the general public in need of employment transportation has been identified as a major need. Many businesses and industrial facilities are located in the Burgaw community, as well as many in the southern Pender County communities along US HWY 421, who are in need of public transportation. These routes will provide the opportunity for individuals, who are seeking employment to get to these locations, as well as educational institutes, recreational activities, medical services, and other transportation needs to commute between Wallace, Burgaw, and Wilmington. Along with Hampstead, Atkinson, and Maple Hill areas via major routes.

Providing deviated routes would alleviate some of the gaps and /or barriers to services in the Pender County Locally Coordination of out of county transportation, Bi-lingual Resources, Same day service and marketing.

The service plan is to have Heritage Place, Pender Adult Services, Inc. located at 9012 S Walker St as the base location. Transit will travel north and south on US 117 form the Wallace Community in southern Duplin County connecting to Burgaw in Pender County. This would then connect with a route from Burgaw location to link with the WAVE Transit System in New Hanover County. The route would deviate as rider arrangements are needed in a timely manner. According to the documented maps, travel time form North to South and East to West would consist of a minimum of 30 minutes if service would continue straight through. With additional tested-time included, service operations should be a smooth route.

Service would eventually build up as public awareness and marketing efforts are broadened to reach the target market through flyers, newspaper ads, rack cards, word of mouth by users, social media, and public engagements at various community events. The Pender County Community has various functions during the year and they are great opportunities to promote the service. Once funding is granted, current

**service will be coordinate to start the new service and marketing efforts. Meetings will be held prior to kick off of the new service and to get all staff and drivers on board to make it a success. Weekly data reports to monitor the service and other needs that should be addressed can be provided from driver and rider feedback. Adequate documentation will be provided to ensure the eligibility of individuals using the service by requiring a basic application form be completed.**

c. If project is a Facility project, has a feasibility study been initiated and is the NEPA process in progress? If awarded, IMD would expect the pre-construction activities that are already initiated to wrap up before July 2024.

N/A

**3-3. Project Monitoring**

a. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success.

**The Capital grant includes monthly reimbursements and monthly, quarterly, and annual reporting. The monthly reporting would be used to monitor ad evaluate the program to provide a balanced service for the fiscal year. Measurable indicators of success would include being within the budget for the year end.**

b. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

**All funding sources require administrative services, supplies, and a capitol item to succeed – Vans to transport passengers, computers for scheduling, tables and chairs to sit at, and a parking lot to be stationed at after business hours.**

**The capital project and 5311 Administrative requests will be directly used to coordinate two separate funding sources for shared rides and cost – 1) Pender Dept. of Social Services Medicaid trips; 2) ROAP trips; 5310 project will provide a 3rd funding source to meet the needs and remove barriers in our Locally Coordinated Human Services Plan. See pages 4, 8,9,10.**

**Since the 5310 grant age requirement is 65+ for seniors it eliminates those 64 and under who eligible for the first two are funding sources. However ROAP funds being available as a local match for 5310 he3lps leverage the project. All funding sources have reporting requirements.**

c. What is the applicant's organizational mission? Explain how the project fits in with the other service the applicant already provides.

*PAS will maintain all vehicles and Capital after the grant period by the appropriate maintenance standards of items purchased and follow the capital replacement schedule.* Pender Adult Services, Inc. would sustain the service after the grant period by applying for the grant again. If the grant was not funded, outreach efforts to the County for full financial support to continue the service would be made. If support was not granted, the Transportation service hours provided by this grant could be temporarily reduced, and all services provided from the grant would be evaluated to see wat is necessary compared to what could be temporarily eliminated until funding is restored. Revenue fares could be increased to account for the funding cut. However, we want to not add any burden to our ridership.

*d.* Describe how the ap*plicant will manage risk and provide for the safe delivery of services.*

Various monthly safety trainings along with daily conversation's and reminders will be used along with a full two week new driver training program adapted from the RTAP training and tools from the online tool kit. Reports of training will be kept on site and transmitted through the quarterly reporting.

**3-4. Special Considerations**

a. Given this request is only for capital assistance, is your agency committed to operating the services associated with the proposed project over time? How? Provide an explanation in the box below.

| | |
|---|---|
| ☒Yes<br>☐ No<br>☐ N/A | Explain: **Pender Adult Services, Inc. would sustain the service after the grant period by applying for the grant again. If the grant was not funded, outreach efforts to the County for full financial support to continue the service would be made. If support was not granted, the Transportation service hours provided by this grant could be temporarily reduced, and all services provided from the grant would be evaluated to see what is necessary compared to what could be temporarily eliminated until funding is restored** |

b. How will the applicant maintain any vehicles/capital after the grant period?

| |
|---|
| *PAS-TRAN uses the asset works schedule for maintenance on all vehicles, lifts and components.* |

## PART 4: Budget Information

Provide a general line-item budget for the total project, with enough detail to describe the various key components of the project. Since it is possible that projects may be partially funded, the budget should provide for the minimum amount necessary to fund specific project components of independent utility. [Add/Remove Lines as necessary using prior instructions]. **A detailed budget needs to be submitted via Enterprise Business Services (EBS).**

| Project Stages with Independent Utility and Description | Federal Amount Requested | State Amount Requested | Local Share | Total Cost |
|---|---|---|---|---|
| 1.3 Lift Vans 1 Van | 324,000 | 40,500 | 40,500 | 405,000 |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| **Project Totals** | | | | |

**Capital Budgets**

All rural transportation systems will be eligible for capital assistance funds. A Capital Replacement Schedule is included in this document. **ASSETS THAT HAVE MET USEFUL LIFE WILL NOT AUTOMATICALLY BE REPLACED.** The Capital Replacement Schedule represents the minimum threshold for replacement consideration unless the applicant can document that a capital item has a history of mechanical failure, is un-repairable or that it is financially prohibitive to repair the item. **Only transit systems with in-house maintenance shops may apply for replacement support vehicles.**

*No Expansion vehicles are accepted on this Combined Capital application.

**Other Capital, Advanced Technology and Baseline Technology –** Applicants should consult the Capital Replacement Schedule before requesting any replacements of Other Capital or Advanced/Baseline Technology. Current Advanced Technology users may request to replace existing Advanced Technology items as necessary. If a system applies for technology and is awarded, IMD helps with procurement aspects and leads technical assistance and pulls in ITRE as needed Any system requesting expansion vehicles should also request vehicle security and surveillance equipment and any other advanced technology items currently used. The applicant must provide one (1) retail estimate per item if they request funding to replace or purchase Other Capital or Advanced/Baseline Technology. The estimate will determine the amount of funding recommended by the reviewer. Some Object Codes in the Other Capital and Baseline Technology budgets include the maximum cost in which IMD will participate. Requests for funding cannot exceed these amounts per item. The applicant is required to enter written justification in Section II for Advanced/Baseline Technology; Radio Equipment; and Telephone Equipment.

# CAPITAL REPLACEMENT SCHEDULE

Note: Assets that have met their useful life will not automatically be replaced. This schedule represents the minimum threshold for replacement consideration. Listed capital items are illustrative and not exhaustive. Updated 1/2021

| CATEGORY<br>CAPITAL ITEMS | MINIMUM<br>REQUIREMENTS | MINIMUM DOCUMENTATION<br>REQUIRED |
|---|---|---|
| MAJOR FACILITY RENOVATIONS AND NEW CONSTRUCTION | 40 Years | Note: Major Renovation involves the purchase of an existing building and complete refurbishing of the building. Needs Assessment required. Plans and specs required. At least 1 retail estimate required |
| ▪ Building Purchase<br>▪ Facility Construction | | |
| OFFICE/BREAKROOM FURNITURE | 12 Years | |
| ▪ Desk<br>▪ Bookcase<br>▪ File Cabinet<br>▪ Lockers<br>▪ Chairs<br>▪ Conference Table<br>▪ Safe (Fireproof) (25 yrs.) | | Explanation of need for replacement |
| OFFICE EQUIPMENT | 5 Years | |
| ▪ Fax Machine<br>▪ Copier<br>▪ Calculator<br>▪ Etc. | | Explanation of need for replacement |
| AUDIO VISUAL EQUIPMENT | 10 Years | |
| ▪ VCR/DVD<br>▪ TV<br>▪ Camcorder<br>▪ Etc. | | Explanation of need for replacement |
| BASELINE TECHNOLOGY | 5 Years | |
| ▪ Projector<br>▪ Desktop<br>▪ Printer<br>▪ Laptop<br>▪ Server<br>▪ Scanner (6 yrs.) | | Explanation of need for replacement in item #14 of project description<br><br>*Presentation may be required |
| SECURITY & SURVELLIENCE | 7 Years | |
| ▪ Video (facility and vehicles)<br>▪ Cameras<br>▪ DVR<br>▪ Wireless unit<br>▪ Antenna | | Explanation of need for replacement |
| COMMUNICATIONS EQUIPMENT | 6 Years | |
| ▪ Projector<br>▪ Desktop<br>Printer<br>▪ Laptop<br>▪ Server<br>Scanner (6 yrs.) | | Explanation of need for replacement in item #14 of project description |
| MAINTENANCE EQUIPMENT & FIXTURES | 12 Years | |
| ▪ Roller cabinets<br>▪ Portable tool stands<br>▪ Compressors- (5 yrs.)<br>▪ Hoists - (10 yrs.)<br>▪ Bus washers- (10-15 yrs.)<br>▪ Diagnostics equip<br>▪ Lift truck<br>▪ Engine stands<br>▪ Brake lathes | | Only Transit Systems with in-house maintenance garages are eligible |

| | | |
|---|---|---|
| SUPPORT VEHICLES | | |
| ▪ Trucks/Sedans – Light Duty | 100,000 miles | Only Systems with in-house maintenance garages are eligible |
| REVENUE VEHICLES – Vans | | |
| ▪ Center Aisle Van (2010 or older)<br>▪ Mini-Van<br>▪ Conversion Van or Raised Roof Van | 100,000 miles | ▪ Updated PTMS<br>▪ Current VUD<br>▪ Once required fleet size has been determined through the capital assessment process, local vehicles may be designated for disposition and not be eligible for replacement. |
| REVENUE VEHICLES – Buses | | |
| Light Transit Vehicle (medium duty) 20ft, 22ft. 25ft and 28 ft. LTVs (body on cut-a-way chassis) | 100,000 miles | |
| LTV (heavy duty) Approximately 30 ft. (body on truck chassis) | 350,000 miles | |
| Large Bus (heavy duty) 35-40ft | 500,000 miles | |

**PUBLIC HEARING NOTICE**
**Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

This is to inform the public that a public hearing will be held on the proposed Pender Adult Services (PAS-TRAN) Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Oct 6, 2024. The public hearing will be held on August 19th, 2024 at 4pm before the (*governing board*) Pender County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Tricell Henry on or before August 19th 2024, at telephone number 910-259-9119 or via email at thenry@penderpas.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Pender County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit Vans. Services are rendered by Pender Adult Services (PAS-TRAN).

The total estimated amount requested for the period ***July 1, 2024 through June 30, 2025.***

**NOTE: Local share amount is subject to State funding availability.**

| Project | Total Amount | Local Share | |
|---|---|---|---|
| Administrative | **$ 153,381** | **$ 23,007** | **(15%)** |
| Operating (5311) | **$** | **$** | **(50%)** |
| Capital (Vehicles & Other) | **$ 405,000** | **$ 40,500** | **(10%)** |
| 5310 Operating | **$ 56,636** | **$ 28,318** | **(50%)** |
| Other _____ | **$** | **$** | **( %)** |
| **TOTAL PROJECT** | **$ 615,017** | **$ 91,825** | |

**Total Funding Request $615,017** **Total Local Share $91,825**

**$28,318 5310 match to come from ROAP Funding**

This application may be inspected at 901 S Walker St Burgaw NC 28425 from 9 am to 5pm. Written comments should be directed to thenry@penderpas.com before August 19, 2024.

*End of Notice*

**Note:** **AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application.

**REQUEST FOR BOARD ACTION**

**ITEM NO.**

**DATE OF MEETING:** August 19, 2024

**REQUESTED BY:** Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director for Pender Adult Services Transportation (PAS-TRAN)

**SHORT TITLE:** Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2024-2025: $153,381. Local Share $23,007.

**BACKGROUND:** Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay $3 each way for their transportation within the County and $8 each way for transportation outside of Pender County.

This year PAS is requesting $153,381 from NC Department of Transportation, requiring a local match of $23,007. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately $58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

**SPECIFIC ACTION REQUESTED:** The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of $23,007 for FY 2025 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

_____
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Community Transportation Administrative Program and the local share of $23,007 will be budgeted in Fiscal Year 2025 under 681-461920, Community Transportation Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

**AMENDMENTS:**

MOVED_____ SECONDED_____

APPROVED_____DENIED_____UNANIMOUS

YEA VOTES _____ _____ _____ _____ _____

_____ _____
Brad George, Chairman Date
Pender County Board of Commissioners

_____ _____
ATTEST Date
Michael Silverman, Clerk to the Board

## REQUEST FOR BOARD ACTION

**ITEM NO.** _____

**DATE OF MEETING:** August 19, 2024

**REQUESTED BY:** Wesley B. Davis, Executive Director and Tricell Henry, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

**SHORT TITLE:** Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2024-2025: $56,636.

**BACKGROUND:** Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum $.50 each trip (request on and off van) for their transportation to the senior center and $3.00 each trip to other approved destinations.

This year PAS is requesting $56,636 from NC Department of Transportation, requiring a local match of $28,318. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation**. This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

**SPECIFIC ACTION REQUESTED:** The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of $28,318 for the Program Grant in the amount of $56,636 for FY 2025 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

_____
Initial

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

Authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the 5310-Enhanced Mobility of seniors and Individuals with Disabilities Program in Fiscal Year 2025. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

**AMENDMENTS:**

MOVED_____ SECONDED_____

APPROVED
_____DENIED_____UNANIMOUS

YEA VOTES _____ _____ _____ _____ _____

_____ _____
Brad George, Chairman Date
Pender County Board of Commissioners

_____ _____
ATTEST Date
Michael Silverman, Clerk to the Board

**REQUEST FOR BOARD ACTION**

**ITEM NO._____**

**DATE OF MEETING:** August 19, 2024

**REQUESTED BY:** Wesley B. Davis, Executive Director and Tricell Henry, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

**SHORT TITLE:** Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2026: $405,000. Local Share $40,500.

**BACKGROUND:** Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay $3 each way for their transportation within the County and $8 each way for transportation outside of Pender County.

This year's capital request contains a total of $405,000, which replaces 4 van's that have exceeded their useful life at an estimate of $405,000 to include vehicle lettering. Camera and recording devices for each van and software to ensure safety and better service to the community at a cost of $40,500.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately $58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. Fuel costs has impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

**SPECIFIC ACTION REQUESTED:** The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Capital Program Grant in the amount of $40,500 for FY26 and approve the submission of the Capital Grant Application by Pender Adult Services, Inc.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Capital Program and the local share of $40,500 will be budgeted in Fiscal Year 2026 under 681-461920, Capital Grant Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

**AMENDMENTS:**

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____ UNANIMOUS

YEA VOTES _____ _____ _____ _____ _____

_____ _____
Brad George, Chairman Date
Pender County Board of Commissioners

_____ _____
ATTEST Date
Michael Silverman, Clerk to the Board

**PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

**FY 2026 RESOLUTION**

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by _____ and seconded by _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Pender County for Pender Adult Services, Inc. (PAS-TRAN) hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved by the Pender County Board of Commissioners that authorization is approved for Pender Adult Services to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Brad George, Chairman of the Pender County Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners Meeting duly held on the 19th day of August, 2024.

_____

*Signature of Certifying Official*

***Note that the authorized official, certifying official, and notary public should be three separate individuals.***

*Seal* Subscribed and sworn to me (*date*) _____

***Affix Notary Seal Here***

_____

*Notary Public* *

_____

_____

*Printed Name and Address*

My commission expires (*date*) _____

# Pender County
# Approval of Facility Usage Agreement– Hampstead United Methodist Church Athletic Field

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Zack White |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Facility Usage Agreement– Hampstead United Methodist Church Athletic Field |

**SUMMARY:**
This facility usage agreement is for the continued usage of the Hampstead United Methodist Church athletic field for one year.

**ACTION REQUESTED:**
To approve the facility usage agreement 1 year extension

**PENDER COUNTY PARKS & RECREATION DEPARTMENT**

**FACILITY USAGE AGREEMENT**

AN AGREEMENT, HEREIN THE AGREEMENT, BETWEEN

**HAMPSTEAD UNITED METHODIST CHURCH**, North Carolina, HEREIN THE "CHURCH", AND

**PENDER COUNTY, North Carolina,** HEREIN THE "COUNTY",

CONDUCTING A PUBLIC RECREATIONAL ATHLETIC PROGRAM AT **HAMPSTEAD UNITED METHODIST CHURCH ATHLETIC FIELDS**.

The County and the Church agree as follows:

1. **DUTIES OF HAMPSTEAD UNITED METHODIST CHURCH:**

The Church agrees to:

A. Allows Pender County Parks and Recreation to manage the athletic fields for recreational athletics.

B. Provide the following maintenance for athletic fields, and surrounding facilities and grounds to include:

1. Major irrigation systems and drainage systems.
2. Maintenance of Church owned facilities, including plumbing, electrical, mechanical and structural repairs.
3. All surrounding areas, including parking areas and roads, grounds and playgrounds.
4. Cover all electrical cost associated with the irrigation system.

C. Inform Pender County of any plans by the church to materially improve, renovate or alter the facility. The Church will attempt to do these items during the off season and/or during closed times as listed below.

D. Provide Pender County Parks and Recreation with the names, telephone numbers and email address of three (3) persons who can be contacted by the County when needed for routine as well as emergency contact.

E. Notify County as soon as possible of an event or other situation that may impact the athletic fields, such as Church event requiring significant parking space at same time athletic field in use. Solutions to be discussed.

**2. DUTIES OF THE COUNTY**:

The County, in consideration of the above, agrees to the following during the designated periods of the priority use by the Sponsor:

A. Provide full organization, administration and supervision of the recreational athletic programs at the Hampstead United Methodist athletic fields. Provide the church with a link to the complete schedule of all activities, including evaluations, practices, games, tournaments and special events.

B. Make the program available to the general public, ensuring general access to the public without regard to age race, color, religion, national origin, sex, disability or socio-economic standing.

C. Provide Hampstead United Methodist Church with the names, telephone numbers and email address of three (3) persons who can be contacted by the Church when needed for routine as well as emergency contact.

D. Provide the necessary equipment for the program. Such equipment would typically include bats, balls, catching equipment, nets, pitching machine, field marking machine and field marking materials, etc.

E. Provide practice and game maintenance on the fields to include lining, marking and general field preparation.

F. Conduct routine inspections of the facility for the purposes of maintenance and safety and report to the Church regularly.

G. Perform all athletic field annual maintenance (i.e. re-seeding, cutting grass, aeration, fertilization, etc.).

****Note: Fields will be closed to County organized practices and games for the month of July and from the Monday following Thanksgiving until the first Monday following February 15th.**

H. Abide by any and all County ordinances, all applicable State laws, and any and all policies of Hampstead United Methodist Church, to include but not limited to, enforcement of the ban on smoking within County buildings and parks except in the parking lots, no pets are allowed in the parks except for service animals, and rules regarding concealed handguns on County property. Rules attached.

I. To not knowingly allow any person to conduct any activity which is illegal.

J. Not erect or install any locks, signs, poles, tents, or any structure without prior written approval of the Church. Banners must be removed after the season is completed. Banners and methods of installation / display require church approval and be consistent with Church law and Christian ethics.

K. Ensure all litter from field areas, benches and surrounding grounds are picked up and properly placed in trash receptacles daily.

L. Provide a Facility Attendant on-site to provide all functions for safe and normal operation of the Church facilities per Job description during scheduled activities or other County use of the facilities. Job description attached.

M. The County is responsible for providing all necessary and appropriate safety instructions to all participants and attendees at County activities.

N. Provide and maintain adequate port a john equipment for the athletic field activities.

O. Provide trash cans on site for athletic field activities.

P. Provide church leadership a monthly report of the usage, activities and maintenance issues.

Q. If any event is "for profit" such as County or State Tournaments, the Church will receive 10% of Gross profits as a reimbursement for utilities associated with the athletic fields.

**3. INDEMNIFICATION AND INSURANCE:**

A. The County agrees to indemnify, defend and save harmless the Church, its agents, officers and employees from and against any and all liability and expense, including attorney's fees and claims for damages including but not limited to, bodily injury, death, personal injury, or property damages arising from or in connection with the User Group's operations or properly scheduled activities carried on under this Agreement. The County's duty to indemnify Church shall survive the expiration or other termination of this Agreement.

B. The County shall, at its own cost and expense, maintain comprehensive general liability and accident insurance coverage for all participants (to include spectators) from any and all teams utilizing Hampstead United Methodist Church facilities hereunder for the Rental Period. Such insurance shall be issued from a responsible insurance company satisfactory to the Church, with limits of not less than $1,000,000 per occurrence and $1,000,000 in the General Aggregate. If the Rental includes more than 300 participants or guests, the liability insurance requirement increases to limits of not less than $2,000,000 per occurrence and $2,000,000 in the General Aggregate. This comprehensive general liability policy shall name the Church and its officers, employees, agents, and owners as an additional insured

C. The County shall furnish the Church with a Certificate of Insurance certifying said coverage **BEFORE** occupancy and use of premises. The certificate shall also reflect a 30-day advance written cancellation notice to be provided to Hampstead United Methodist Church. Failure to provide this certificate of insurance shall not excuse the County from its obligations of this insurance section.

D. All recreation partners of the County will also provide the church with a Certificate of Insurance naming them as additional insured. This will be administered by the County.

**4. METHOD OF PAYMENT:**

A. For youth recreational athletic programs, this Agreement creates an exchange of the identified services performed by the County for the priority reservation and use of the facility listed herein for the term specified, in lieu of direct payment for facility use.

**5. TERM:**

B. The Term of the Agreement shall begin on 8/19/2024 and will conclude on 8/19/2025.

C. This Agreement may be renewed on an annual basis pending any additional negotiations desired by either party.

D. Either party may terminate this Agreement with written notice of thirty (30) days after discussion of issues that do not result in a solution(s).

**6. DEFAULT:**

E. Should it be determined that the County has willfully violated the terms of this Agreement, the Church has the right to effect immediate termination of this Agreement, and to refuse any future use of the facility by the County.

F. Should such action be taken, the County has the right to appeal this decision to the Hampstead United Methodist Church Trustees.

**County:**

Contact Name 1 _____

Contact Phone Number _____

Title _____

Contact Name 2 _____

Contact Phone Number _

Title _____

Contact Name 3_____

Contact Phone Number _____

Title _____

County Manager_____Date_____

Attest_____Date_____

**CHURCH:**

Contact Name 1 _____

Contact Phone Number _____

Title _____

Contact Name 2 _____

Contact Phone Number _____

Title _____

Contact Name 3_____

Contact Phone Number _____

Title _____

Trustees Chairman_____Date_____

Attest_____Date_____

Addendum One

March 15th, 2021

- Fields would be listed as a private facility except for scheduling purposes.
- All “organized” athletic activity would be scheduled via RecDesk web site.
- Sunday Athletic activity would be blocked until after 12:30.
- The Church would be given priority for scheduling events assuming reasonable notice provided for events such as the Fall festival, followed by Pender County, Pender County Recreation Partners and Pender County Schools.
- The County will erect signage for rules and regulations as well as emergency contact info.
- No storage of ancillary equipment (aka PODs) will be permitted.
- Organized, scheduled activity will start Feb 15, 2021.
- The Church reserves the right to discuss issues and jointly develop solutions.
- At the end of each season, a formal critique/feedback session will be conducted between the County and the Church.
- 10% of gross profit collected by the County from “for profit” events such as County or State Tournaments must be used to reimburse the church for utilities associated with the athletic fields.

# Pender County
# Request for Approval

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Anthony Colon |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Purchase Order to Joe Johnson Equipment for VacTrailer for $141,430.58 |

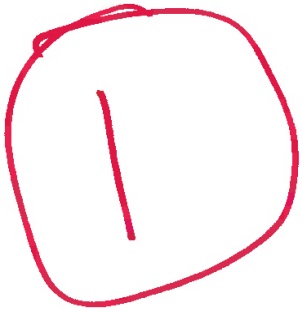
**SUMMARY:**
To enhance the efficiency and safety of water main repairs, it is essential to invest in a vacuum trailer. This equipment is crucial for working in challenging conditions such as wet mud and sand, significantly reducing the time and labor required to access buried valves. During emergency situations, such as water main breaks, the vacuum trailer facilitates rapid valve access by vacuuming out dirt and debris, thereby expediting the isolation and repair process. Given that 90% of inground valves are covered in dirt, manually digging them out can be time-consuming and less effective. The vacuum trailer will streamline these operations, improving overall response times and operational efficiency. Approving this budget item will ensure we are better equipped to handle water main emergencies promptly and safely.

**ACTION REQUESTED:**
Approval of Purchase Order to Joe Johnson Equipment for VacTrailer for $141,430.58 budgeted in the FY25 072-407403

**ATTACHMENTS:**
Attached is three quotes from Joe Johnson Equipment, Jet-Vac Equipment Company, and Southern Vac

Joe Johnson Equipment
Subsidiary of Federal Signal Corporation

704-289-6488
jjei.com
info@jjei.com
4519 Old Charlotte Hwy. Monroe NC 28110



July 16, 2024

Pender County Utilities
605 E. Fremont Street
Burgaw, NC 28425

Attention: Alex Dovell

RE: Truvac TRXX 500 Trailer Excavator

Dear Alex,

JJE is pleased to present the following quotation to provide one (1) new Truvac TRXX 500 Trailer Excavator.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Stuart Hasty

Stuart Hasty
Regional Sales Manager
Joe Johnson Equipment
Cell: 704-318-3190
shasty@jjeusa.com

Joe Johnson Equipment

704-289-6488
jjei.com
info@jjei.com
4519 Old Charlotte Hwy. Monroe NC 28110

**Quotation**

**PRODUCT DESCRIPTION**

· TRXX - Excavator 500 Gallon Spoils Tank

**STANDARD FEATURES**

· 200 Gallon Water Tank
· Floatball Shutoff
· Hydraulic Rear Door Open/Close
· Hydraulic Dumping
· Rear Door Safety Prop
· 5 GPM @ 3000 PSI Water Pump
· 3/8" x 50' Curbside Hose Reel
· 6" Water Tank Top Fill with Cap
· Digging Lance & Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
· Digging Lance, Vacuum Tube and Nozzle Storage
· Washdown Gun/Storage
· Primary Microstrainer Filter w/ Clean Out (5 micron)
· Vacuum Dig Tube
· Power System Shroud
· Lighted Control Screen w/ Lockable Cover
· Inspection Port at Rear
· Wireless Remote
· 4 Way Valve w/ Wireless Remote Operation for unclog feature
· Camlock Vacuum Fittings
· Wheel Chocks and Holder
· Pintle Trailer Hitch

***ADDITIONAL FEATURES***

· Drain Valve - 6 o'clock position w/ Pressure Offload Plug
· 64 HP Diesel Engine Upgrade
· P/S Rear Fender Toolbox
· 4" x 25' Hose w/ Hose Ends
· Cyclone Filter
· Extendable Boom w/ 4" Boom Hose
· Glycol Antifreeze System
· Water Recirculation
· Water Heater, 175,000 BTU's
· 1000 CFM PD Blower
· Work Zone Lighting, Includes Boom, Rear, Workstation, and Side Work Lights
· Federal Signal, Strobe Package

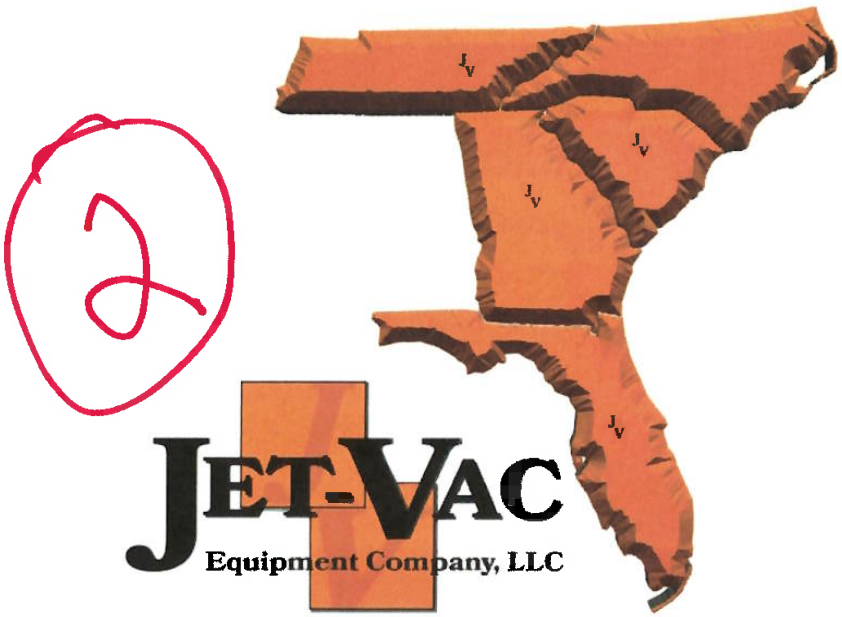
Joe Johnson Equipment

704-289-6488
jjei.com
info@jjei.com
4519 Old Charlotte Hwy. Monroe NC 28110

· Powered Tongue Jack for Trailer
· Safety Cone Storage Rack - Post Style

**Purchase Price..... $141,430.58**

**Terms & Conditions**
***Strictly Subject to Availability and Prior Sale***
***Subject to revision based on events beyond our control due to wildly fluctuating material prices***
Pricing in USD, taxes and fees to be paid at time of tag & title if applicable
Price Includes PDI, delivery and training
Payment Terms: Due upon receipt
Purchase order required
Delivery: To be confirmed at time of order
**Quotation valid for 7 days**




FLORIDA SHERIFFS ASSOCIATION

Georgia

Sourcewell

HGACBuy

**Date:** 07/18/2024

**Quoted To:**
Pender County Utilities
605 E. Fremont Street
Burgaw NC 28425

**Location:** SUMTER
**Quote Number:** Q01167
**Expiry Date:** 09/30/2024
**Salesperson:** Callie Hodge
callie@jet-vac.com
**Responsible:** Hilary Hodge
(803) 494-4430
hilary@jet-vac.com
**Attention:** Alex Dovell

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

Ring-O-Matic HiCFM 550 VX Trailer (1000 CFM) 151,731.00
To Include the Following:
550 gallon spoils tank, Tier 4 Final Diesel, 1000 CFM positive displacement blower, Pressurized Tank Offload, Pressure Filter Backflush, Reverse Flow Suction Hose Blow-Out, 2x100 gallon poly fresh water tanks, 6.0 gpm @ 4000psi water pump, premium silencer package, hydraulic tank hoist, hydraulic full opening rear door standard with power door lock, sight-glass for level detection, 50' x 3" suction hose, 50' x 3/8" high pressure hose reel, wash gun, 5' potholing lance, 6' suction tube with lawn sweep, safety strobe and dual LED work lights; 12,000 lb axle capacity
**********
Standard Options Included in Total:
4" Extendable Boom (6-way) - Hydraulically Rotates 320°, Raises/Lowers and Extends/Retracts (10' to 14') w/ Handheld Wireless Remote - Recommended for Hi CFM Only - Includes 4" hose upgrade with 3 sections of 4" suction hose in lieu of standard 50' section: 1 ea 5', 15' and 25'
12-Key Wireless Remote Boom Control. (Controls hydraulic boom swing, Lift/Lower, Extend/Retract, and Water Pump On/Off)
Auxiliary Hydraulic Port with 8gpm 2000psi capacity with quick couplers and control valve.
8 Function Traffic Director Slimline LED Light Bar
Spoils Tank Double Wash in-tank washing system
Upgrade to 330 gallon water capacity & 14,000 lb axle

capacity
3" diameter with 4" connector Viper 2-in-1 Pothole Excavator

**Additional Charges**

| | |
|---|---|
| EQP SOURCEWELLDISCOUNT | -15,173.10 |
| EQP SHIPPING | 3,500.00 |

**Comments**
Sourcewell Contract #101221-RGO
Ring-O-Matic - Sewer Vacuum
Maturity Date: 11/29/2025

| | |
|---|---|
| **Selling Price:** | 140,057.90 |
| **Tax:** | 9,453.91 |
| **Net Selling Price:** | 149,511.81 |

**Accepted by:**

**Prepared by:**

3

3605 Augusta Hwy.
Gilbert, SC 29054
(803) 358-0221
Website: www.southern-vac.com

July 15, 2024

**Pender County Utilities**
**Attn: Alex Dovell**
**605 E. Fremont St.**
**Burgaw, NC 28425**

Mr. Dovell,

Thank you for considering Southern Vac for your equipment needs.

Southern Vac is pleased to offer ***Pender County Utilities*** the following ***budgetary*** quote on a ***Vac Con Mudslinger 500 Gallon Hydroexcavation Trailer.*** If you have any questions regarding this quote, I can be reached at ***(803) 563-0809***.

Thanks,

Justin Borman

# Specifications for: Pender County Utilities

## Model Number - 500 Gal. Debris, 325 Gal. water, no boom, 74 HP Kubota Diesel, 1190 CFM/16" Hg

Standard Equipment Includes:
Kubota Tier 4 Diesel
30 Gal. Fuel Tank / Only on MS 200 - 16 Gallon Fuel Tank
PD Blower CFM/16" Hg
Debris Tank
55 Degree Hydraulic Dump
Hydraulic Dump Door
Water & Airtight Quick Dump
HDPE Water Tank
4 GPM @ 4000 PSI Water Pump
25' Refill hose
Water Digger Wand w/wobble nozzle
Wash Down Wand
Hose Reel & 50' of 3/8" high pressure hose
Steel Tool Box - Black powder coated
Anti-freeze system
Crown Nozzle - 6' x 4" Alum
(2) Extensions - 6' x 4" Alum / Only on MS 200 - (1) Extension
Trailer - Welded Rect. Tube Steel
Wheel chocks
Axles - 2 @ 10K Ea. Dual wheel, Rims - Steel / Only on MS 200 - Axles â€“ 2 @ 5K Ea., Rims - Steel
4" Lil Hummer Silencer
Fully Enclosed Power Pack
6" Decant Knife valve rear door
Elec. Clutch on water pump
Hydrant wrench & 50 micron filter bag
Pendant Control (only w/Boom)
Vacuum E-Stop - 100' cord
Tool Rack holds vacuum tubes
LED Work Lights (2) above rear door / Only on MS 200 - (1) DS top of enclosure (1) CS top of enclosure
30' Vacuum Hose / Only on MS 200 - 25' Vacuum Hose
Standard paint color Dusty Grey (RAL7037)

**Main Information**

| | |
|---|---|
| Model | 800 Gal. Debris, 325 Gal. water, no boom, 74 HP Kubota Diesel, 1190 CFM/16" Hg |
| Boom | 9' Boom with Hyd Up/Down & 2' Hyd Extension, manual rotation, 4" - 16' boom hose, boom lights - Not Available on MS 200 |

**Lighting Options**

| Qty | Description |
|---|---|
| 1 | Electric jack for trailer |
| 1 | LED arrow stick |

**Misc Accessories**

| Qty | Description |
|---|---|
| 1 | Decant lay flat hose 6" x 10' |
| 1 | Hydrant wrench |
| 1 | Powered boom - rotate - Not Available on MS 200 |
| 1 | Rear door hydraulic locks (Standard on MS 200) |
| 1 | Wireless Remote - Not Available on MS 200 |

## Total Price: $180,295.00

*Price good for 30 days

**ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE**

**Customer Signature:**_____ **Date:**

**Southern Vac Representative:**_____ **Date:**

## TERMS AND CONDITIONS

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.

2. Purchase of Equipment. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise, unavailable, but CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, are not a part of this Agreement, and shall be of no effect or binding upon CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC unless specifically agreed to in writing by an authorized officer of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. Failure by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

3. Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b)standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorney's fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.

4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC and its designees from time to time.

5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in Section 6 of this Agreement. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.

6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to Purchaser shall terminate without further notice to Purchaser. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC retains, and Purchaser hereby grants CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.

7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to the

invoice where CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC is not required to collect such tax, Purchaser agrees to provide CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with any documentation necessary to support such a claim and to allow CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend and hold CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC for any portion of such liabilities that result from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S gross negligence or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. EXCEPT FOR THEAFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC DISCLAIMS ANY AND ALLREPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITYOR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANYBREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Gilbert, Southy Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in South Carolina for such purpose.

15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by

a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

**Pender County**

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Meg Blue |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2234-13-4116-0000 Located at 824 Sykes Town Rd Currie, North Carolina |

**SUMMARY:**

The County has received an offer to purchase parcel ID# 2234-13-4116-0000 located at 824 Sykes Town Rd Currie, North Carolina. County Staff reviewed the offer and sought the advice of the County Tax Administrator's office to measure the reasonableness of the offer terms. County Staff are of the opinion that the offer is fair and reasonable.

According to GIS, this parcel is approximately .83 acre lot on Sykes Town Rd Currie, North Carolina.

**ACTION REQUESTED:**

County Staff request the Board's approval of a resolution to authorize the Upset Bid Process pursuant to G. S. 160A-269 with the respect to the sale of parcel ID# 223-13-4116-0000, If the Board approves the attached resolution, and upon receipt of the deposit required by the statute. Should no upset bids be received, the County will accept the offer from Mr. Josiah Moss and proceed to due diligence and closing within approximately 1 month. Should an upset bid be received, Mr. Josiah Moss's offer will terminate, and the upset bid process will run again, with Mr. Josiah Moss having an opportunity to submit an upset bid.




PIN: 2234-13-4116-0000
Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4657/1648

Property Address: 842 SYKES TOWN RD
Description: .83 AC, ON SR 1105

Sale Price:
Sale Date: 01/10/2018
Plat: NOPLAT
Account No: 978483
Township: CANETUCK
Subdivision:
Tax Codes: G01 F28 R40

Acres: 0.83
Land Value:
Building Value:
Total value:
Deferred Value:
Exempt Amount: EXEM_AMT
PCL Class: E
Heated Sq Feet:

# Pender County

1:881
0 0.005 0.01 0.02 mi
0 0.01 0.02 0.04 km

1 inch = 73 feet

01/10/2018

N W E S

**Board of County Commissioners**
Brad George – Chair
Jacqueline A. (Jackie) Newton – Vice Chair
W. Randy Burton
Archibald (Fred) McCoy
Jerry Groves

**County Manager**
Michael Silverman
**Assistant County Manager**
Allen Vann
**County Attorney**
Carl W. (Trey) Thurman

**A Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2234-13-4116-0000 Located at 842 Sykes Town Rd Currie, North Carolina**

WHEREAS, Pender County, North Carolina (hereinafter, "the County") owns certain property located at 842 Sykes Town Rd Currie, North Carolina consisting of approximately .83 acre, assigned as Property Tax Identification Number 2234-13-4116-0000 in the records of the County's Property Tax Administrators Office, more potentiality described in the deed in Book 4657 at pages 1648-1649, in the office of the Pender County Register of Deeds; and

WHEREAS, N. C. G. S. §§ 153A-176 and 160A-269 authorize the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the .83 acre parcel described herein, in the amount of $8,300, which offer was submitted by Mr. Josiah Moss.

NOW, THEREFORE, THE PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The sale of the property described herein through the upset bid procedure of N.C. Gen. Stat. § 160A-269 shall be, and the same is hereby, authorized;

2. Upon receipt of the deposit in the amount required by N.C. Gen. Stat. § 160A-269, the Clerk to the Board of County Commissioners shall cause a notice of the proposed sale to be published in accordance with the requirements of that statute, including, that the notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset;

3. Persons wishing to upset the offer received shall submit a sealed bid with their offer to the office of the Clerk to the Board of Commissioners within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board of Commissioners shall open the bids received, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer;

4. If a qualifying higher bid is received, the Clerk to the Board of Commissioners shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Pender County Board of Commissioners;

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer, which amount is not less than $8,765.00;

6. A qualifying higher bid shall be accompanied by a deposit in the amount of five percent (5%) of the bid, which may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing;

7. The terms of the final sale are that the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and that the buyer must pay with cash at the time of closing;

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids; and

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above shall be, and the same is hereby, accepted, and the appropriate County officials are authorized to execute the instruments necessary to convey the property to Mr. Josiah Moss.

Adopted by the Pender County Board of Commissioners this the __ day of _____, 2024.

_____
Brad George,
Chair of the Board of Commissioners

ATTEST: _____
Clerk to the Board of Commissioners

# Pender County
# Approval of $10,000.00 Donation to Carousel Child Advocacy Center in Pender County

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Michael Silverman |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of $10,000.00 Donation to Carousel Child Advocacy Center in Pender County |

**SUMMARY:**
The New Hanover and Pender County District Attorney has submitted a request for $10,000.00 from Pender County Government. The $10,000.00 will be utilized to serve as matching funding to support the establishment of the Carousel Child Advocacy Center in Pender County. Carousel Child Advocacy Center is called to aid child survivors of abuse and neglect, and their families in the everyday work that they do, whether it is through victim support, medical services and forensic interviews, therapeutic services, case management, or a host of other activities that ensure that children who are survivors of abuse can heal, recover, thrive, and shine.

**ACTION REQUESTED:**
Consideration to provide $10,000.00 to support the establishment of the Carousel Child Advocacy Center in Pender County.

Tuesday, August 6, 2024

## Pender County Budget Ordinance Amendment

**Fiscal Year** FY 2024-2025

**Department** VARIOUS

**Division, Program, Project, etc.** 690- Outside Agencies: Economic Development

**REVENUES**

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 695-399000 | General Fund Balance | 10000 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Proposed Amendment:**

**EXPENDITURES**

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 690-416700 | Carousel Center | 10000 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Total Revenues** 10000

**Total Expenditures** 10000

**Budget Amendment Balances when Zero.** 0

**Prepared By:** Jacob Orman

**Email** jorman@pendercountync.gov

# Pender County
# Approval of Purchase Order to Cape Fear Engineering for Animal Shelter Gas Monitoring and Well Installation and Quarterly Monitoring at New Savannah Road

| | |
|---|---|
| **TO:** | Board of Commissioners |
| **FROM:** | Michael Silverman |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Purchase Order to Cape Fear Engineering for Animal Shelter Gas Monitoring and Well Installation and Quarterly Monitoring at Animal Shelter at New Savannah Road |

**SUMMARY:**
The Pender County Health Department is requesting to have Cape Fear Engineering perform gas monitoring around the perimeter of the Pender County Animal Shelter located on New Savannah Road in Burgaw. Based on findings from the Phase I Environmental Site Assessment at the subject property, it was determined that gas monitoring has not occurred at the Site as required by the NCDEQ closure letter to Pender County dated September 26, 1995. CFEs Gas Monitoring Plan was approved by NCDEQ on May 31, 2024.

Cape Fear Engineering's Proposal includes the installation of six gas monitoring wells around the perimeter of the Pender County Animal Shelter, and quarterly gas monitoring to determine if methane concentrations are present in the subsurface at the subject property. The Gas Monitoring Well Installation will cost a lump sum fee of $24,900.00. The Quarterly Methane Gas Readings will cost $2,200.00 per monitoring event and a total lump sum fee of $8,800.00. The total proposal cost from Cape Fear Engineering is $33,700.00.

**ACTION REQUESTED:**
Approval of Purchase Order to Cape Fear Engineering for Animal Shelter Gas Monitoring Well Installation and Quarterly Monitoring in the amount of $33,700.00.

June 17, 2024

Mr. Michael Silverman
County Manager
Pender County, North Carolina
Sent via email: msilverman@pendercountync.gov

Re: **Pender County Animal Shelter Gas Monitoring Well Installation and Quarterly Monitoring –New Savannah Road, Burgaw, North Carolina**

Mr. Silverman,

Cape Fear Engineering (CFE) is happy to provide a proposal of services for the gas monitoring around the perimeter of the Pender County Animal Shelter located on New Savannah Road in Burgaw, North Carolina. Based on findings from the Phase I Environmental Site Assessment (ESA) at the subject property, it was determined that gas monitoring has not occurred at the Site as required by the NCDEQ closure letter to Pender County dated September 26, 1995. CFEs Gas Monitoring Plan was approved by NCDEQ on May 31, 2024.

This proposal includes the scope of services for the installation of six gas monitoring wells around the perimeter of the Pender County Animal Shelter, and quarterly gas monitoring to determine if methane concentrations are present in the subsurface at the subject property.

The scope of our services is as follows:

**PROJECT SCOPE**

**Gas Monitoring Well Installation**

To install the gas monitoring wells, CFE will sub-contract a North Carolina licensed driller to install the gas monitoring wells using a Geoprobe track-mounted drill rig with

soil augers. A licensed North Carolina Professional Geologist from CFE will oversee the installation to ensure wells are set at proper depths and installed in accordance with NCDEQ requirements (15A NCAC 02C). The geologist will also make detailed boring logs describing soil conditions at the Site. The piping and screen will be 2" PVC and the screen will be set to span the majority of the unsaturated zone. Wells will be completed with aluminum protective covers set in concrete. The soil conditions will be logged by CFE for each well as it is constructed. Six gas wells will be installed every approximately 500 feet along the property boundary. Areas of the property where surface water is the boundary, wells will not be placed. An exhibit showing the proposed monitoring well locations are included in the gas monitoring plan.

Once the wells are installed, each monitoring well will be surveyed by a CFE North Carolina Registered Land Surveyor. Within thirty days of the completion of the well installation, the well construction record, a scaled topographic map of the locations of the new wells, and the boring log/well construction diagram of each well will be submitted to NCDEQ on behalf of Pender County.

**Quarterly Methane Gas Readings**

To comply with the requirements set forth by NCDEQ, quarterly gas monitoring events will take place at each monitoring well and inside the Pender County Animal Shelter. After approximately three days after the wells are installed, the first quarterly monitoring event will occur. Results from monitoring the temporary gas monitoring wells and animal shelter will be recorded using the NCDEQ Gas Monitoring Data Form. Data will be gathered using a gas meter and will include the ambient air temperature, barometric pressure, % LEL, %CH4 by volume, % O2 and % CO2. CFE will submit records of testing to Pender County and can also submit on behalf of the county to NCDEQ, if requested.

Monitoring will occur each quarter for one calendar year. After review of the results from four monitoring events, NCDEQ will determine if gas monitoring needs to continue at the Site.

**COST OF SERVICES**

**<u>Pender County Animal Shelter Gas Monitoring Well Installation</u>**
**$24,900.00 LUMP SUM**

**<u>Quarterly Methane Gas Readings</u>**
**$2,200 per monitoring event = $8,800 LUMP SUM**

**CLARIFICATIONS / ADDITIONAL SERVICES**

1. Cape Fear Engineering, Inc.'s (CFE) scope of work is detailed above. Any scope not listed above is not included in this proposal. Services requested and agreed to by the Client which are outside of the specific scope of work noted above will be performed at an agreed upon price before the work begins.

**SCHEDULE**

Cape Fear Engineering can start work on the project immediately. We estimate the well installation to be completed in 3 working days. The gas monitoring activities can be completed in one working day per quarter. A report will be delivered to Pender County one week after monitoring is completed.

**PAYMENT**
We will invoice as work is completed and provided and all invoices shall be due 30 days of receipt. Interest & late fees will be applied to past due amounts.

If you agree with the conditions of this Proposal, please sign a copy and return to us for our files.

We look forward to assisting you with this project. Please contact us if you have any questions.

Respectfully submitted:



Drew Daymond, P.G.
Environmental Consultant – Geologist
Cape Fear Engineering, Inc.

I hereby authorize Cape Fear Engineering, Inc. to proceed with the scope of work outlined in the June 17, 2024, **Pender County Animal Shelter Gas Monitoring Well Installation and Quarterly Monitoring – New Savannah Road, Burgaw, North Carolina** proposal from Cape Fear Engineering, Inc. to Mr. Michael Silverman, and agree to pay for said services.

Signature: _____

Printed Name: _____

Project Name: _____

Project Amount:

**Gas Monitoring Well Installation**

**$24,900.00 LUMP SUM**

**Quarterly Methane Gas Readings**

**$2,200 per monitoring event = $8,800 LUMP SUM**

Billing Address: _____

## Construction Phase Services

If this Agreement provides for any construction phase services by CFE, it is understood that the Contractor, not CFE, is responsible for the construction of the project, and that CFE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier, for the safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

## Dispute Resolution

Any disagreement regarding the terms and conditions of this Agreement, the duties of the Parties subject to this Agreement, and enforcement and/or violations of the terms of this Agreement shall be resolved by binding arbitration which shall be conducted in accordance with the provisions of the Construction Industry Rules of the American Arbitration Association and the Parties shall be bound by the decision of the arbitrator or arbitrators. All such arbitration proceedings shall be conducted in Brunswick County, North Carolina and not elsewhere unless the parties agree upon another location. Provided however, that matters exclusively involving monetary disputes between the Parties to this Agreement, where the amount in controversy does not exceed Fifteen Thousand Dollars ($ 15,000) may, at the election of any Party, be determined by the courts of the State of North Carolina.

## Choice of Forum/Choice of Law

Any disagreement regarding the terms and conditions of this Agreement, the duties of the Parties subject to this Agreement, and enforcement and/or violation s of the terms of this Agreement, shall be governed by and interpreted under the laws of the State of North Carolina without regard to its choice of law rules. Any suit, action or proceeding with respect to any controversies, claims, disputes, and other matters in question, including the arbitrability of such dispute (unless decided by arbitration) shall be brought only in the state or federal courts of North Carolina, and not elsewhere. The parties agree to and consent to jurisdiction of the North Carolina courts.

## Costs in Event of Default

If arbitration or legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses, and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreements.

## Limitation of Liability

As a bargained for condition of this Agreement, Client hereby waives all claims for incidental and consequential damages arising out of or relating to this contract against CFE. These damages include, but are not limited to, loss of use, income, profit, financing, business, and reputation. Further, in any event, CFE's liability to Client for any and all injuries, claims, losses, expenses, or damages, arising out of or relating to this Agreement shall not exceed the total sum of $25,000.00 or the amount of CFE's fee which has been paid by the Client, whichever is less. Such injuries, claims, losses, expenses, or damages include, but are not limited to, breach of contract or warranty, express or implied, negligence, breach of care, errors, omissions, strict liability, torts, or claims arising under any rule, regulation or statute.

## Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its responsible control and without negligence.

## Hazardous Environmental Conditions

It is acknowledged by both parties that CFE's scope of service does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and CFE is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liabilities Act of 1990 (CERCLA).

## Indemnity

Client and CFE each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages or expenses including reasonable attorney's fees to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and CFE, they shall be borne by each party in proportion to its negligence.

## Test and Inspections

It is the client's responsibility to ensure scheduling of CFE a minimum of 24 hours prior to all required testing and inspections. Work performed by CFE or other CFE subcontractors will be properly performed in a timely manner. All work will be performed in general accordance with the project documents. No claims for loss, damage or injury shall be brought against CFE for any testing and inspections not scheduled by the client and if all of CFE's recommendations are not followed. All test samples will be disposed of immediately after the testing is performed and all drilling samples will be disposed of after sixty days, unless client agrees in writing to maintain the samples.

## Opinion of Costs

When included in CFE's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CFE's experience and qualifications and represent CFE's judgment as a professional generally familiar with the industry. However, since CFE has no control over the cost of labor, materials, equipment or services furnished by others, over CFE's methods of determining prices, or over competitive bidding or market conditions, CFE cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from CFE opinions or estimates of probable cost.

## Ownership and Copyright of Documents

All documents prepared or furnished by CFE pursuant to this Agreement are instruments of Consultant's professional service, and CFE shall retain an ownership and property interest therein, including all copyrights. CFE will provide paper copies of the deliverables for this portion of work and upon issuance of construction plans AutoCAD files for construction plans can be made available if requested.

## Standard of Care

The standard of care for all professional services performed or furnished by CFE under this Agreement will be the skill and care used by members of CFE profession practicing under similar circumstances at the same time and in the same locality. CFE makes no warranties, express or implied, under this Agreement or otherwise, in connection with CFE's services.

Tuesday, August 6, 2024

# Pender County Budget Ordinance Amendment

**Fiscal Year**

FY 2024-2025

**Department**

500 - FACILITIES MAINTENANCE

## REVENUES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 695-399000 | General Fund Balance | 33700 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

## EXPENDITURES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 500-404500 | Contract Services | 33700 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Total Revenues**
33700

**Total Expenditures**
33700

**Budget Amendment Balances when Zero.**
0

**Prepared By:**
Jacob Orman

**Email**
jorman@pendercountync.gov

This form is best viewed in Google Chrome, Microsoft Edge, or Mozilla Firefox and NOT Internet Explorer.

**Board Meeting Date**
Monday, August 19, 2024

**Purpose of Request**
CFE

# Pender County
# Extension of a Local Matching Incentive for Cardinal Foods in the amount of $67,500

| | |
|---|---|
| **TO:** | BOCC |
| **FROM:** | Sarah Fulton |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Extension of a Local Matching Incentive for Cardinal Foods in the amount of $67,500 |

**SUMMARY:**
In November 2020, the Pender County Board of Commissioners held a public hearing and approved a local matching incentive for Cardinal Foods, referred to as Project Bird at the time. Cardinal Foods processes and packages sweet potatoes and blueberries. The project added over 56,000 square feet to the Burgaw facility and over a $26 million investment. The original plan was to add 48 new full-time positions. Cardinal Foods has greatly exceeded their original staffing numbers with more than 100 employees. The incentive included a $50,000 OneNC grant with a local match of $50,000 and a Building Reuse Grant in the amount of $350,000 with a local match of $17,500. The two grants have a total $67,500 local match. The Town of Burgaw has expressed an interest in splitting the local match with the County where both would contribute $33,750. The County would still need to pay the local match to the state and the Town can then reimburse the County which is the reason for the Budget Ordinance Amendment and Purchase Order for the total amount.
Cardinal Foods has met all expectations for both grants, but an extension is needed due to delays related to Covid and the supply chain.

**ACTION REQUESTED:**
Approve an extension for both the OneNC and Building Reuse Grants and the BOA and PO in the amount of $67,500.

Tuesday, August 6, 2024

## Pender County Budget Ordinance Amendment

**Fiscal Year** FY 2024-2025

**Department** 652 - ECONOMIC DEVELOPMENT

### REVENUES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 652-348160 | ONE NC FUND GRANT | 67500 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Proposed Amendment:**

### EXPENDITURES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 652-416900 | 1 NC FUND GRANT EXP | 67500 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Total Revenues** 67500

**Total Expenditures** 67500

**Budget Amendment Balances when Zero.** 0

**Prepared By:** Angela Miller

**Email** amiller@pendercountync.gov

# Pender County
# Requested revision to FY24-25 fee schedule

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Daniel Adams |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Requested revision to FY24-25 fee schedule |

**SUMMARY:**
The proposed revision to the FY24-25 fee schedule offers a partial exemption to the standard cost associated with a commercial building permit.

**ACTION REQUESTED:**
Consideration of revision to FY24-25 fee schedule.

**ATTACHMENTS:**
1. Revised fee schedule

# Pender County
# Planning and Community Development

**Revised August 19, 2024**

| Planning Division | |
|---|---|
| **Zoning and Subdivision Fees** | |
| Zoning Verification Letter | $25.00 |
| Zoning Permit – Residential | $25.00 |
| Temporary Event Permit | $25.00 |
| ALE Zoning Verification Site Visit | $50.00 |
| Sign Zoning Approval | $50.00 up to 100 square feet<br>$75.00 greater than 100 square feet |
| General Use and Conditional Rezoning | $500.00 for the first 5 acres; $10 per acre thereafter up to 1,000 acres; $5 per acre thereafter |
| Ordinance Text Amendment | $250.00 |
| Comprehensive Plan or Any Plan Amendment | $250.00 |
| Variance | $250.00 |
| Appeal of Administrative Decision | $250.00 |
| Appeal to PB or BOCC (as authorized) | $250.00 |
| Administrative Adjustment | $50.00 |
| Master Development Plan | $500.00 plus $10 per acre for the first 100 acres; $5 per acre thereafter |
| Master Development Plan – Revision | $250.00 |
| Site Development Plan – Major | $250.00 |
| Site Development Plan – Minor | $50.00 |
| Change of Use Zoning Permit | $50.00 |
| Major Subdivision Preliminary Plat | $500 plus $10 per lot-unit for the first 100 lots/units; $5 per lot-unit thereafter |
| Minor Subdivision Preliminary Plat | $150.00 plus $10 per lot-unit |
| Major Subdivision Preliminary Plat (Revision) | $250.00 |
| Major Subdivision Final Plat | $250 plus $10 per lot-unit for the first 100 lots/units; $5 per lot-unit thereafter |
| Minor Subdivision Final Plat | $100.00 plus $10 per lot-unit |
| Exempt Subdivision | No charge |
| Limited Subdivisions | $25.00 per lot including remnant |
| Manufactured Home Park Preliminary Plan | $150.00 plus $10.00 per lot |
| Manufactured Home Park Final Plan | $100.00 plus $10.00 per lot |
| Recreational Vehicle Park Preliminary Plan | $150.00 plus $10.00 per lot |
| Recreational Vehicle Park Final Plan | $100.00 plus $10.00 per lot |
| Limited License – FEMA Buyout Property | $50.00 |
| **Permit and Miscellaneous Fees** | |
| Special Use Permit | $300.00 for the first 5 acres; $10 per acre over 5 acres of the project area |
| Special Use Permit (Major Revisions) | Same as Special Use Permit |
| Special Use Permit (Minor Revisions) | $100.00 |
| Flood Hazard Verification Letter | $35.00 |
| Floodplain Development Permit | $50.00 |
| Stormwater Review Fee | Cost recovery fee passed on to applicant |

| | |
|---|---|
| Home Occupation Permit | $25.00 |
| Tower Co-Location | $100.00 |
| Determination of Vested Rights | $250.00 |
| Notary Fee | $5.00 |
| Unified Development Ordinance Text Copy | $35.00 |
| Any Other Plan Text Copy | $50.00 |
| Copies | 8.5 x 11 = .05 (B & W) .10 (Color)<br>11x17 = .15 (B & W) .25 (Color)<br>> than 11x17 refer to GIS fees |

| **Permitting and Inspections Division** | |
|---|---|
| **Building Permits** | |
| Manufactured Homes Placement or Relocation | $300.00 |
| Conventional Structure Relocation | $200.00 |
| Modular Home | $350.00 |
| Sign Permit (excluding temporary signs) | Cost up to $500.00 = $75.00<br>Cost from $500.01 and over = $100.00 |
| **Residential Conventional Construction** | |
| New Construction and Additions* | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor .0067<br>*Any space within a building that is only occupied by robotics and exceeds 1 million square feet is exempt from this fee. |
| Major Remodel | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor x .0067 |
| Decks/Porches-Uncovered | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor .00175 |
| **Commercial Construction** | |
| New Construction and Additions | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor .0067 |
| Major Remodel/Upfit | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor x .00175 |
| Shell Buildings | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor .0028 (80% of new construction fee) |
| Decks/Porches-Uncovered | Total sq. ft. x ICC value per sq. ft. x PC cost recovery factor .00175 |
| **Stand Alone Permits (All Trades)** | |
| Residential | $75.00 |
| Commercial | $100.00 |
| **Other Permit and Miscellaneous Fees** | |
| Demolition Permit (Residential) | $75.00 |
| Demolition Permit (Commercial) | $100.00 |
| Construction Trailer Setup (Includes Trades) | $200.00 |
| Administrative Fee | $25.00 |
| Change of Contractor Fee | $25.00 |
| Residential Plan Review Exceeding 2,000 sq. ft. | $10.00 per hour |
| Commercial Plan Review | $10.00 per hour |
| ALE Building Inspection | $50.00 |
| Day Care Building Inspection | $75.00 |
| Insulation Permit | $60.00 (energy code requirements) |
| Pool (Residential – Includes Trades) | $175.00 |
| Pool (Commercial – Includes Trades) | $250.00 |

# Pender County
# Resolution approving the County's application for grant funding through the WMPO for the design of a multi-use path along Country Club Drive, Azalea Drive, Jenkins Road and N. St. John's Church Road in Hampstead

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Adam Moran |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Resolution approving the County's application for grant funding through the WMPO for the design of a multi-use path along Country Club Drive, Azalea Drive, Jenkins Road and N. St. John's Church Road in Hampstead |

**SUMMARY:**
The Wilmington Urban Area Metropolitan Planning Organization (WMPO) announced a call for projects for the upcoming federal fiscal year. The funds are available via the Bipartisan Infrastructure Law (BIL), also referred to as the Infrastructure Investment and Jobs Act (IIJA). This funding is provided by the WMPO through the North Carolina Department of Transportation (NCDOT) and there is a minimum 20% local match requirement.

Pender County is seeking $840,000 through this grant program for the design of a multi-use path along Country Club Drive, Azalea Drive, Jenkins Road, and N. St. John's Church Road. This route was identified for bicycle and pedestrian infrastructure in the County's Bicycle and Pedestrian Plan and a feasibility study of this route was completed as part of the NC 210 East Coast Greenway Feasibility Study. The grant requires a 20% local match, so if the County's application is successful then the local match contribution by the County would be up to $168,000.

**ACTION REQUESTED:**
Consideration of attached resolution.

**ATTACHMENTS:**
1. Resolution

**Board of County Commissioners**
Brad George – Chair
Jacqueline A. (Jackie) Newton – Vice Chair
W. Randy Burton
Archibald (Fred) McCoy
Jerry Groves

**County Manager**
Michael Silverman
**Assistant County Manager** Allen Vann
**County Attorney**
Carl W. (Trey) Thurman

**A RESOLUTION**
**APPLICATION FOR WMPO IIJA STBG-DA/TASA/CR GRANT FUNDING FOR A MULTI-USE PATH ALONG COUNTRY CLUB DRIVE AND CONNECTIONS**

**WHEREAS**, the Cape Fear Rural Planning Organization (CFRPO), in partnership with Pender County and the Town of Surf City, has conducted a study to determine the feasibility of constructing a portion of the East Coast Greenway in Pender County; and

**WHEREAS**, the Wilmington Urban Area Metropolitan Planning Organization, through the North Carolina Department of Transportation, issued a call for projects on July 5, 2024 for funding available through the Infrastructure Investment and Jobs Act for the Federal FY 2024-2025; and

**WHEREAS,** the NC 210 East Coast Greenway Feasibility Study was adopted by the Pender County Board of County Commissioners on April 15, 2024; and

**WHEREAS**, the proposed corridor along Country Club Drive, Azalea Drive, Jenkins Road, and North St. John's Church Road would connect four schools and a county park to over 7,500 citizens and provide a safe transportation alternative while mitigating traffic congestion; and

**WHEREAS**, this corridor was also identified for bicycle and pedestrian infrastructure improvements in the Pender County Bicycle and Pedestrian Plan, adopted in 2023; and

**WHEREAS**, the funding available through this grant program would provide 80 percent of the required funds and require a locally-provided match of 20 percent; and

**WHEREAS**, the result of this grant proposal would be completed design work for the corridor.

**NOW THEREFORE, BE IT RESOLVED** that Pender County has approved the application for grant funding to enable design work to be completed on this corridor in Pender County.

**ADOPTED** at a regular meeting of the Pender County Board of County Commissioners on August 19, 2024.

_____
Brad George, Chair
Pender County Board of Commissioners

ATTEST:

_____
Michael Silverman, Clerk to the Board

# Pender County
# Legislative Goals and submission of such goals to the North Carolina Association of County Commissioners for consideration at its Legislative goals conference

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Michael Silverman |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Legislative Goals and submission of such goals to the North Carolina Association of County Commissioners for consideration at its Legislative goals conference |

**SUMMARY:**
Every two years, NCACC members engage in a process to determine the legislative goals it should seek in the best interest of the counties. The NCACC goals-setting process begins in August of each even-numbered year and consists of five stages, beginning with the solicitation of proposals from counties and ending with the adoption of the legislative agenda at the Legislative Goals Conference. The attached documents are the legislative goals and the resolution approving the submission of those goals to the North Carolina Association of County Commissioners.

**ACTION REQUESTED:**
Approval of Legislative Goals and Resolution Submitting the Goals to the North Carolina Association of County Commissioners.

**Board of County Commissioners**
Brad George – Chair
Jacqueline A. (Jackie) Newton – Vice Chair
W. Randy Burton
Archibald (Fred) McCoy
Jerry Groves

**County Manager**
Michael Silverman
**Assistant County Manager** Allen Vann
**County Attorney**
Carl W. (Trey) Thurman

**Resolution to approve submission of 2024-2025 Legislative Goal Priorities to North Carolina Association of County Commissioners (NCACC)**

Whereas, every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners (NCACC) engages in a thorough and deliberative process to determine the legislative goals it will pursue in the best interest of the counties.

Whereas, this process is time-intensive and designed to allow input from as many county commissioners, county officials and stakeholders as possible.

Whereas, the first stage of this member-driven, policy-setting process involves accepting legislative goal proposals.

Whereas, Legislative goal proposals may include changes to statutes or requests for funding and should have an impact on all 100 counties.

Whereas, the Pender County Board of Commissioners approves the submission of the attached five priority legislative goals for the 2024-2025 Long Session to the North Carolina Association of County Commissioners.

Dated this _____ day of August, 2024.

_____
Brad George, Chair
Pender County Board of Commissioners

_____
ATTEST
Michael Silverman, Clerk to the Board

## Legislative Goals

### Five Priority Goals

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public-School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public-School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
    - Allowing Needs-Based Public-School Capital Funds to be used for renovations and improvements in addition to new construction.
    - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
    - Eliminate the five-year prohibition of receiving funds from the Public-School Building Capital Fund if a county receives a grant from the Needs-Based Public-School Capital Fund by repealing G.S. 115C-546.2(f).
3. Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
4. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use

disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.

5. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

## Agriculture Goals

- Support state funding and staffing for agricultural research, Cooperative Extension services and other agriculture-related efforts, including Community Conservation Assistance Program, to support the largest economic driver in North Carolina.
- Support legislation to protect farming operations from nuisance lawsuits including those as defined by the state and small farms in rural counties.

## Environment Goals

- Support additional state funding to assist local governments in all recycling, with special attention to managing electronics recycling and scrap tire disposal
- Seek legislation to restore county authority over solid waste management and oppose any further shift of authority away from local governments.
- Support legislation to help improve water quality in the state, including a comprehensive approach to aquatic weed control, increased funding and resources for state agencies to develop health

advisory levels and standards for existing and emerging contaminants.

- Support increased funding for all agencies that support water and wastewater expansion, as well as capital projects, with consideration to local regulations and secondary impacts to protect receiving waterways
- Seek legislation to provide additional resources for preventative storm damage maintenance to clear debris to help prevent flood damage in low-lying areas.
- Support increased funding at the state level for the Parks and Recreation Trust Fund.
- Seek legislation that will allow the North Carolina Sedimentation Control Commission an option to delegate portions of its authority under the Sedimentation and Pollution Control Act to local County programs for all private, State and Federal projects, at the request of the county.

## General Government Goals

- Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
- Support increased state funding for existing and new transportation construction and maintenance needs, and support legislation to ensure that the Strategic Transportation Investments (STI) funding formula recognizes that one size does not fit all and that projects in both rural and urban areas are prioritized and funded.

- Support increased State funding for public libraries.
- Support legislation to grow North Carolina's statewide economy through state investments, including public infrastructure funding, competitive incentives, and coordinated efforts with county economic development services.
- Support legislation to remove inequities and inconsistencies in the current state economic tier system.
- Seek legislation allowing public bodies to provide meeting notices by electronic means in addition to allowing notice through a newspaper with general circulation within the county.
- Support food supply chain initiatives and funding for North Carolina food banks as well as other equipment, supplies, and other nonrecurring expenses to reduce food insecurity.
- Support legislation providing equitable distribution of resources to all North Carolina counties to respond to public health and natural emergencies, and to allow each county flexibility in determining the best use for such resources.
- Support legislation allowing counties flexibility in holding remote board meetings, allowing contemporaneous, virtual public hearings, in order to expeditiously conduct county business during emergencies.

## Health and Human Services Goals

- Support legislation and state resources for social service reform efforts as identified by the Social Services Working Group to improve outcomes for individuals, families, and children, as well as

increase state funding for social services programs, and to continue the NCACC's opposition to mandated regionalization, including revisions to the annual written agreement process under G.S. 108A-74.

- Support continued state funding of Medicaid and support efforts to close coverage gaps.
- Support legislation for hold harmless provisions and staggered payment plans to control/cap the liability to counties under the Medicaid and NCHC overpayment recoupment plan, which holds counties financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claim payments resulting when the county DSS takes any action that requires payment of Medicaid claims for an ineligible individual.
- Seek additional funding and preserve block grant allocations to increase access to high quality childcare, early childhood education, child welfare services, adult protective services, and guardianship, including:
    - Women's and Children's Health Services Block Grant funding to local health departments for critical services like maternal health, child health and women's health services to address unfavorable infant mortality rates.
    - Home & Community Care Block Grant; Senior Center General Purpose Funds; Social Services and Human Services Block Grants; TANF; and
    - emergency childcare funding to ensure the safety and stability of our childcare system.
- Support adequate funding and policy initiatives to support local health departments and public health services.

- Seek legislation to clarify and simplify the reaccreditation process for local health departments by aligning statutory and administrative code requirements; setting reaccreditation at five-year intervals; and making the process a contracted service between the N.C. Institute of Public Health and the governing body for the local health department.
- Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
- Support legislation to improve processes and regulations to increase child support collections.
- Support legislation to ensure ROAP (Rural Operating Assistance Program) funding is restored for fiscal year 2021.

## Justice and Public Safety Goals

- Support efforts to provide greater flexibility to local governments in expenditure of 911 surcharge funds and ensure adequate funding for next-gen technology.
- Support increased state funding for NC courts, including funding for specialty courts and pretrial release programs.
- Seek legislation to increase the amount paid to county jails by the state to the full cost reimbursement for housing sentenced inmates.
- Support legislation and state funding to provide early intervention services through the Juvenile Crime Prevention Councils, and

support increased state funding for the prevention, intervention and treatment of adolescent substance use disorders, gang involvement and domestic violence; and requires the Department of Public Safety to evaluate and update the amount of local matches for JCPC funding.

## Public Education Goals

- Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public-School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public-School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
    - Allowing Needs-Based Public-School Capital Funds to be used for renovations and improvements in addition to new construction.
    - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
    - Eliminate the five-year prohibition of receiving funds from the Public-School Building Capital Fund if a county receives a grant from the Needs-Based Public-School Capital Fund by repealing G.S. 115C-546.2(f).
- Support legislation providing for funding to help counties implement school security measures.
- Support legislation that promotes career and college readiness by increasing funding for apprenticeship & internship programs, workforce development programs, and funding to allow youth to obtain an associate degree from a community college or trade certificate at no additional cost to the student.

- Support legislation providing flexibility to align K-12 and community college calendars.
- Support legislation to provide exceptions to the K-3 class size mandate including but not limited to lack of school facility space and availability of qualified teachers.
- Seek legislation to repeal the statutory authority under N.C.G.S. 115C-431(c) that allows a local school board to file suit against a county board of commissioners over appropriations to the local board of education's capital outlay fund.
- Support legislation to create a blue-ribbon panel of experts to study, develop and implement critical mediation programs to help NC students recover from the education slide resulting from the COVID related transition to virtual learning.

## Tax and Finance Goals

- Support efforts to preserve and expand the existing local revenue base of counties and authorize local option revenue sources already given to any other jurisdiction to all counties.
- Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
- Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

- Support the introduction and enactment of a state low-income housing tax credit to assist with the construction of housing affordable to people of all income levels.

# Pender County
# Approval of Resolution providing final approval of terms and documents for the DHHS facility financing

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| **TO:** | Board of County Commissioners |
| **FROM:** | Meg Blue |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Resolution providing final approval of terms and documents for the DHHS facility financing |

**SUMMARY:**
This item will serve as the authorization to issue limited obligation bonds to finance the Department of Health and Human Services Facility construction project. Please see attached draft documentation to make this authorization official and proceed accordingly once documents finalized and executed.

**ACTION REQUESTED:**
Approval of Resolution providing final approval of terms and documents for the DHHS facility financing

# Resolution providing final approval of terms and documents for the new human services building

***Introduction --***

The Board of Commissioners (the "Board") of Pender County, North Carolina (the "County") has previously determined to carry out a project for the construction and equipping of a new human services building.

The Board has determined to finance these undertakings by using an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the County secures the financing by its promise to pay and a mortgage-like interest in some or all of the property to be acquired or improved, but not by a pledge of specific revenues or the County's taxing power. The County's financing plan also includes the use of limited obligation bonds, which represent interests in County payments that can be sold to investors.

County staff has made available to the Board the draft documents listed on Exhibit A (the "Documents"), as well as a draft of an official statement designed to provide information about the County and the financing to prospective investors in the Bonds. These items all relate to the County's carrying out the financing plan.

This resolution provides the Board's final approval of the financing terms and the substantially final financing documents, and authorizes County staff to complete the financing process.

**The Board of Commissioners of Pender County, North Carolina, RESOLVES, as follows:**

***1. Determination To Proceed with Financing --*** The Board confirms its decision to carry out the proposed installment financing for the new human services building. Under the financing plan, the County will receive funds from the sale of the bonds to carry out the project. The County will repay the funds over time, with

interest. The County will secure its repayment obligation by granting a mortgage-like interest in the human services building.

***2. Approval of Documents; Direction To Execute Documents --*** The Board approves the forms of the Documents submitted to this meeting. The Board authorizes the Board Chairman and the County Manager, or either of them, to execute and deliver the Documents when in final form. The Documents in their respective final forms must be in substantially the forms presented, with changes as the Chairman or the County Manager may approve. The execution and delivery of any Document by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

The Documents in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed $49,000,000, (b) for a true interest cost of the financing not to exceed 5.50%, and (c) for a financing term not to extend beyond December 31, 2044. The amount financed may include amounts to pay financing expenses and other necessary and incidental costs.

***3. Sale of Bonds; Approval of Official Statement –*** The Board appoints Robert W. Baird & Co. Incorporated, as senior manager, and Wells Fargo Securities, Inc., as co-manager, to serve as underwriters for a public offering of the bonds.

The Board approves the draft official statement submitted to this meeting as the form of the preliminary official statement pursuant to which the underwriters will offer the bonds for sale. The preliminary official statement distributed to prospective investors must be in substantially the form presented, with such changes as the Finance Officer may approve. The Board directs the Finance Officer, after the sale of the Bonds, to complete and otherwise prepare the preliminary official statement as an official statement in final form.

The Board authorizes the use of the preliminary official statement and the final official statement (collectively, the "Official Statement") by the underwriters in connection with the sale of the bonds.

The Board acknowledges that it is the County's responsibility, and ultimately the Board's responsibility, to ensure that the Official Statement neither contains an

untrue statement of a material fact nor omits to state a material fact required to be included therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

***4. Officers To Complete Closing*** **–** The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to complete the financing in accordance with this resolution.

The Board authorizes the County Manager to hold executed copies of all financing documents authorized by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to his satisfaction, and then to release the executed documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the previous paragraphs, the Board specifically authorizes the County Manager (a) to approve and enter into, on behalf of the County, any additional agreements appropriate to carry out the financing plan contemplated by this resolution, and (b) to approve changes to any documents previously signed by County officers or employees, provided that the changes do not substantially alter the intent from that expressed in the form originally signed. The County Manager's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the County Manager and the Finance Officer are authorized to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Documents, this resolution or otherwise with respect to the financing.

***5. Additional Provisions*** **–** The Board authorizes all County officers and employees to take all further action as they may consider desirable to carry out the purposes of this resolution. In particular, the Board directs the Clerk to this Board to apply the County's seal to the final form Documents, and to attest to the application of the seal. The Board ratifies all prior actions of County officers and employees to this end. Upon the unavailability or refusal to act of the County Manager, the

Chairman or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk may carry out or exercise any rights or responsibilities assigned in this resolution to the Chairman or the Clerk. The Board repeals all other Board proceedings, or parts of proceedings, in conflict with this resolution, to the extent of the conflict. This resolution takes effect immediately.

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## Exhibit A -- Draft Documents

(a) A draft dated July 24, 2024, of a Trust Agreement to be dated on or about October 1, 2024, between the County and U.S. Bank Trust Company, National Association (the "Trustee"). This instrument provides for the advance of funds to the County, for the issuance of the limited obligation bonds, for the County's obligation to repay the amounts advanced, and for the County's responsibilities for the use and care of the collateral. The Trustee keeps certain official records for the bonds, processes bond payments and other payments, and acts as a representative of the bondholders.

(b) A draft dated July 24, 2024, of a Deed of Trust and Security Agreement to be dated on or about October 1, 2024, from the County to a deed of trust trustee for the Trustee's benefit. This instrument provides for a security interest in the human services building property to secure the County's repayment obligations and its other obligations under the financing documents.

(c) A draft of a Bond Purchase Agreement to be dated on or about October 2, 2024, providing for the underwriters' obligation to purchase the bonds. The final form of this Agreement will set out the final principal amount, principal payment schedule and interest rates for the bonds, and the other terms and conditions for the underwriters' obligation to purchase the bonds.

**$[Amount]**
**PENDER COUNTY, NORTH CAROLINA**
**LIMITED OBLIGATION BONDS, SERIES 2024B**

**BOND PURCHASE AGREEMENT**

October 2, 2024

Pender County, North Carolina
Burgaw, North Carolina

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated, on its own behalf and on behalf of Wells Fargo Bank, National Association (together, the "Underwriters"), offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with Pender County, North Carolina (the "County"), which, upon the County's acceptance of this offer, will be binding upon the County and the Underwriters. This offer is made subject to the County's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution and delivery of this Bond Purchase Agreement by a duly authorized officer of the County on or before 6:00 p.m., Eastern Time, on the date shown above. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriters. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Preliminary Official Statement (as defined below).

(1) Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriters hereby agree to purchase from the County, and the County hereby agrees to sell to the Underwriters, all (but not less than all) of the $[Amount] aggregate principal amount of the County's Limited Obligation Bonds, Series 2024B (the "Bonds"), dated the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be $_____ (principal amount of the Bonds, plus [net] original issue premium of $_____, less underwriters' discount of $_____) (the "Purchase Price"). The Underwriters shall pay the Purchase Price for the Bonds on the day of the Closing by wiring $_____, at the County's direction, to the Trustee (as defined below).

(b) The Bonds shall be issued and secured under and pursuant to a Trust Agreement dated as of October 1, 2024 (the "Trust Agreement") between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The County is authorized pursuant to Section 20 of Chapter 160A of the General Statutes of North Carolina (the "Act") to issue the Bonds for the purpose of providing funds to the County to (i) acquire, construct, equip and otherwise improve the County facilities described in the Preliminary Official Statement and the Trust Agreement, and (ii) pay certain costs incurred in connection with the sale and issuance of the Bonds. The County's issuance of the Bonds has been authorized by a resolution adopted by the Board of Commissioners of the County on August 19, 2024 (the "Approving Resolution"). As security for performance of the County's obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust and Security Agreement dated as of October 1, 2024 (the "Deed of Trust"), granting a first lien of record on the Mortgaged Property, subject to Permitted Encumbrances.

(c) The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit A attached hereto.

(2) Sale of All the Bonds; Offering. It shall be a condition to the County's obligation to sell and deliver the Bonds to the Underwriters, and to the obligation of the Underwriters to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the County, and accepted and paid for by the Underwriters at the Closing. The Underwriters intend to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth in Exhibit A. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriters reserve the right to make such changes in such prices as the Underwriters shall deem necessary in connection with the offering of the Bonds.

(3) Establishment of Issue Price.

(a) Robert W. Baird & Co. Incorporated, as representative of the Underwriters (the "Representative"), on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the County and Sanford Holshouser LLP ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Exhibit A attached hereto,] the County will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the County the price or prices at which the Underwriters have sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the County the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriters' reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, the County or bond counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the County and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the County promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

i. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by an Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by an Underwriter, dealer or broker-dealer is a sale to the public.

ii. any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or such Underwriter or dealer and as set forth in the related pricing wires.

(e) The County acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and

the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

i. "public" means any person other than an underwriter or a related party,

ii. "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

iii. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

iv. "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

(4) Official Statement. The County hereby ratifies and approves the Preliminary Official Statement dated September 24, 2024 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriters prior to the date hereof in connection with the public offering and sale of the Bonds. The County confirms that the Preliminary Official Statement was "deemed final" by the County as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange

Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). Upon acceptance of this offer, the County shall prepare a final Official Statement and shall, within the earlier of seven business days following the date hereof or two business days prior to the Closing Date, deliver to the Underwriters either electronically or by mail copies of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") in sufficient quantity as may reasonably be required by the Underwriters in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The County hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriters in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Representative will file, or cause to be filed, the Official Statement with the MSRB. In addition, the County hereby approves and authorizes the Underwriters to coordinate the printing of the Official Statement and consents to the electronic distribution of the Official Statement.

(5) Representations of the County. The County hereby represents, warrants and covenants that:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "State"), and is authorized pursuant to the laws of the State, including the Act, and the Approving Resolution to issue the Bonds.

(b) The County has full legal right, power and authority to (i) adopt the Approving Resolution; (ii) execute, deliver and perform its obligations under this Bond Purchase Agreement, the Trust Agreement, the Bonds, and the Deed of Trust; (iii) issue and deliver the Bonds to the Underwriters as provided in this Bond Purchase Agreement; (iv) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (v) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Trust Agreement, the Bonds, the Deed of Trust and the Official Statement.

(c) The Approving Resolution has been duly adopted by the County, and the County has duly authorized all necessary action to be taken by the County for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the County of the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and any and all such other agreements and documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and such other agreements and documents being collectively referred to herein as the "County Documents"), and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Approving Resolution was duly adopted at a meeting of the Board of Commissioners of the County called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(e) This Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and any other instrument or agreement to which the County is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed and delivered by the parties thereto, and assuming such documents are enforceable against the parties thereto other than the County, will constitute legal, valid and binding obligations of the County (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and

constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(f) When delivered to and paid for by the Underwriters at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed and delivered by the County and will constitute legal, valid and binding special obligations of the County, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured as provided in, the Trust Agreement.

(g) The County has complied, and will at the Closing be in compliance, in all material respects, with the Approving Resolution, the Trust Agreement and the Act and all other agreements relating to projects undertaken by the County or with respect to which the County has assumed responsibility.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the County or the validity or enforceability of the Bonds, the Approving Resolution, the Trust Agreement, this Bond Purchase Agreement, the Deed of Trust or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the County Documents and the Official Statement; or (B) materially adversely affect (1) the transactions contemplated by the County Documents or the Official Statement, or (2) the exemption of the interest on the Bonds from federal or State income taxation.

(i) The County's adoption of the Approving Resolution, its execution and delivery of the County Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the County's part, a violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State, or any rule or regulation of the County, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the County, or its properties, are subject or by which the County, or its properties, are or may be bound or, to the knowledge of the County, any order, rule or regulation of any regulatory body or court having jurisdiction over the County or its activities or properties.

(j) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by any of the County Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, which event of default would affect adversely the transactions contemplated by any of the County Documents.

(k) The County is not in material breach of or in default under the Approving Resolution, any applicable law or administrative regulation of the State or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the County is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(l) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the County in connection with the execution, delivery and performance by the County of the County Documents, and any other agreement or instrument to which the County is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(m) Any certificate signed by an authorized officer of the County delivered to the Underwriters shall be deemed a representation and warranty by the County to the Underwriters as to the truth of the statements made therein.

(n) The County has and will cooperate with the Underwriters and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that the County will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(o) The audited financial statements of the County as of June 30, 2023, present fairly the County's financial condition as of such date and the results of its operations for the respective periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material change in the financial affairs of the County since June 30, 2023, except as disclosed specifically in the Official Statement.

(p) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly provide written notice to the Underwriters thereof, and if, in the opinion of the County or the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters. The Underwriters will notify the County on or before the Closing Date in the event that the "end of the underwriting period" under the Rule will not be the Closing Date.

(q) If the Official Statement is supplemented or amended pursuant to subsection (p) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the County shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(r) The information in the Preliminary Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made), including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made) as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) Between the date hereof and the Closing, the County shall not, without the prior written consent of the Underwriters, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the County or except for such borrowings as may be described in or contemplated by the Official Statement.

(t) Except as described in the Official Statement, during the last five years, the County has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to the Rule.

The execution and delivery of this Bond Purchase Agreement by the County shall constitute a representation by the County to the Underwriters that the representations, warranties and covenants contained in this Section 5 are true as of the date hereof; provided that no officer of the County shall be individually liable for the breach of any representation, warranty or covenant made by the County in this Section 5.

(6) Closing. At 10:00 a.m., Eastern Time, on October __, 2024, or at such other time or date as the County and the Underwriters shall mutually agree upon (the "Closing Date"), the County shall (a) deliver or cause to be delivered, through the facility of The Depository Trust Company, New York, New York ("DTC"), or at such place as the County and Underwriters shall mutually agree upon, for the account of the Underwriters, the Bonds duly executed by the County in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriters, the documents described in Section 7(d) hereof. Concurrently with the delivery of the Bonds and the documents mentioned in Section 7(d) hereof at the Closing, subject to the conditions contained herein, the Underwriters will accept such delivery and will pay the Purchase Price of the Bonds in the amount set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee for the account of the County. The Closing shall take place at the offices of the County. The Bonds shall be available for inspection by the Underwriters at least two business days prior to Closing.

(7) Closing Conditions/Right to Cancel. The Underwriters enter into this Bond Purchase Agreement in reliance upon the County's representations and agreements herein and the performance by the County of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriters' obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Approving Resolution, the Trust Agreement, and the Deed of Trust shall be in full force and effect and none of the Approving Resolution, the Trust

Agreement, the Deed of Trust or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriters, and the County shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) The Bonds shall be delivered to the Trustee to be held by the Trustee under DTC's FAST program.

(c) The Underwriters shall have the right to cancel their obligations to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriters hereunder are not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the County or upon interest received on obligations of the general character of the Bonds which in the Underwriters' judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the County is in violation of the Securities Act of 1933, as amended (the "Securities Act"), of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or of the Trust Indenture Act of 1939, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriters' judgment, would materially adversely affect the market for, or market price of, the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the U.S. Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, State or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriters, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriters, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Bonds; or

(vii) any of Moody's Investors Service, Inc. ("Moody's") or S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds and such action, in the opinion of the Underwriters, would adversely affect the market price or marketability of the Bonds.

(d) At the Closing, the Underwriters shall receive the following documents:

(i) Duly executed or certified copies of each of the Trust Agreement and Deed of Trust;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix D of the Official Statement together with a supplemental opinion in the form attached hereto as Exhibit B, each of which shall be dated the Closing Date;

(iii) The opinion of Carl W. Thurman, III, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters and Bond Counsel in the form attached hereto as Exhibit C;

(iv) An opinion of Pope Flynn, LLC, as counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters in form and substance satisfactory to the Underwriters;

(v) A certificate, dated the Closing Date, of the duly authorized representative(s) or officer(s) of the County and in form and substance satisfactory to the Underwriters, to the effect that (A) the representations and agreements of the County herein are true and correct in all material respects as of the date of Closing; (B) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Trust Agreement, or the validity or enforceability of the Bonds, or the security therefor; (C) the financial information relating to the County provided to the Underwriters presents fairly the financial position of the County as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (D) since June 30, 2023, there has not been any material adverse change in the financial condition of the County taken as a whole or no increase in the County's indebtedness for borrowed money, other than as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriters; (E) the information contained in

the Official Statement as of the Closing Date is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (F) the County has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriters;

(vi) One counterpart original of a transcript of all proceedings taken by the County relating to the authorization and issuance of the Bonds;

(vii) Specimen Bonds;

(viii) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s) of the County, with a copy of the Approving Resolution attached, to the effect that the Approving Resolution has been duly adopted and remains in full force and effect;

(ix) A certificate, dated on or before the Closing Date, evidencing the property insurance required by the Trust Agreement;

(x) A title insurance commitment satisfactory to the Underwriters (the "Title Insurance Commitment"), relating to the Deed of Trust and naming the Trustee as a beneficiary, together with a certificate satisfactory to the Underwriters from counsel to the County (a) documenting the recording of the Deed of Trust, (b) certifying there are no encumbrances on the Mortgaged Property, other than as set forth in the Title Insurance Commitment, and (c) confirming that all conditions set forth in the Title Insurance Commitment to the issuance of the title insurance policy have been satisfied;

(xi) Federal tax form 8038-G prepared with respect to the Bonds and ready for filing;

(xii) A tax certificate of the County in form and content reasonably satisfactory to the Underwriters;

(xiii) Evidence that Moody's and S&P have issued ratings for the Bonds of not less than "___" and "___," respectively; and

(xiv) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriters or legal counsel to the Underwriters may reasonably request to evidence compliance by the County with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the County at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Trust Agreement.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the County or the Underwriters shall have any further obligations hereunder, except that Sections 9 and 10 and the representations and warranties of the County contained herein (as of the date made) will continue in full force and effect.

(8) Survival. All representations, warranties and agreements of the County set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

(9) Payment of Expenses. The County shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of the obligations of the County or the Underwriters hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, and mailing, of the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel for the County; (iii) the fees and disbursements of any experts retained by the County or the Underwriters; and (iv) fees charged by the rating agencies for the rating of the Bonds.

If the Bonds are not delivered to the Underwriters pursuant to this Bond Purchase Agreement, the County shall pay all expenses incident to the performance of the County's and the Underwriters' obligations hereunder as provided in this Section.

The Underwriters shall pay (i) any fees of the MSRB in connection with the issuance of the Bonds; (ii) the cost of obtaining CUSIP number(s) assigned for the Bonds; (iii) the fees and disbursements of counsel for the Underwriters; and (iv) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriters may designate, including filing fees and fees and disbursements of counsel for the Underwriters in connection with such qualification and the preparation of Blue Sky Memoranda.

(10) Indemnification. To the extent permitted by law, the County agrees to indemnify and hold harmless the Underwriters, the directors, officers, employees and agents of the Underwriters and each person who controls the Underwriters within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact (except statements pertaining to the Underwriters) contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except omissions or alleged omissions pertaining to the Underwriters). This indemnity agreement will be in addition to any liability which the County may otherwise have.

The Underwriters agree to indemnify and hold harmless the County, and its officials, directors, officers and employees, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the County to the Underwriters, but only with reference to written information furnished by the Underwriters to the County or information provided by the Underwriters specifically for inclusion in the Preliminary Official Statement or the Official Statement (or in any amendment or supplement thereto).

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled

to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the County and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the County and the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the County on the one hand and by the Underwriters on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the County and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the County on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriters be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriters hereunder. Benefits received by the County shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the County on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The County and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriters within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriters shall have the same rights to contribution as the Underwriters, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the County shall have the same rights to contribution as the County, subject in each case to the applicable terms and conditions of this paragraph.

(11) Notices. Any communication under this Bond Purchase Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

If to the County:

Pender County, North Carolina
805 S. Walker St.
Burgaw, North Carolina 28425
Attention: Finance Director

If to the Underwriters:

Robert W. Baird & Co. Incorporated
380 Knollwood Street, Suite 440
Winston-Salem, North Carolina 27103
Attention: Ryan Maher, Managing Director

(12) Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(13) Arm's-Length Transaction. The County acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the County and the Underwriter, acting solely as principal and not as municipal advisor, financial advisor or agent of the County. The Underwriters has not assumed a financial advisory responsibility in favor of the County with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in this Bond Purchase Agreement, it being the County's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriters have provided to the County prior disclosures regarding their respective roles as an underwriter, their respective compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriters hereby notify the County that the Underwriters are not acting as a Municipal Advisor (as defined in Section 15B of the Exchange Act), the Underwriters are not an agent of the County, and the Underwriters do not have a fiduciary duty to the County in connection with the matters contemplated by this Bond Purchase Agreement. The County has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

(14) Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of and is binding on the County and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriters are acting as a principals and not as agents or fiduciaries, and the Underwriters' engagement is as independent contractors and not in any other capacity. The County agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriters have or are currently advising the County on related or other matters.

(15) E-Verify. The Underwriters understand that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriters use E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriters will not use any subcontractors in connection with this Bond Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**, on its own behalf and on behalf of Wells Fargo Bank, National Association

By: _____
Ryan Maher, Managing Director

Approved, accepted and agreed to:

**PENDER COUNTY, NORTH CAROLINA**

By:_____
Name:
Title:

**EXHIBIT A**

**Terms of the Bonds**

Maturity, Principal Amounts, Interest Rates, Yields and Prices

| Due (April 1) | Principal Amount | Interest Rate | Yield | Price |
|---|---|---|---|---|

$_____ ____% Term Bonds due April 1, 20__, Yield _____%

* Priced to April 1, 20__ par call.

Redemption Provisions

***Optional Redemption.*** The Bonds maturing on or after April 1, 20__ are subject to redemption at the County's option, in whole or in part on any date on or after April 1, 20__, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

***Mandatory Sinking Fund Redemption.*** The Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on April 1 in the years and amounts as follows:

| Year | Principal Amount |
|---|---|

* Maturity

**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

October __, 2024

Robert W. Baird & Co. Incorporated
Winston-Salem, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

**$[Amount]**
**Pender County, North Carolina**
**Limited Obligation Bonds, Series 2024B**

We have acted as bond counsel to Pender County, North Carolina (the "County"), in connection with the execution and delivery today of $[Amount] Limited Obligation Bonds, Series 2024B (the "Bonds"), and related transactions. Robert W. Baird & Co. Incorporated and Wells Fargo Bank, National Association (together, the "Underwriters") are purchasing the Bonds pursuant to a Bond Purchase Agreement dated October 2, 2024 (the "Bond Purchase Agreement"), between the County and Robert W. Baird & Co. Incorporated, on its own behalf and on behalf of Wells Fargo Bank, National Association. All terms used in this opinion as capitalized defined terms and not otherwise defined have the meanings specified for those terms in the Bond Purchase Agreement.

The County is and has been our only client in this transaction. Our delivering this opinion to you does not create or indicate an attorney-client relationship between our Firm and you.

In our capacity as bond counsel, we have today delivered our principal approving opinion (the "Bond Opinion") relating to the legality, validity and enforceability of the Bonds, the tax status of certain interest payments and certain other matters, all as described in the Bond Opinion. In connection with acting as the underwriter for the Bonds, you are authorized to rely upon the Bond Opinion to the same extent as if it were addressed to you.

We have examined the applicable law and certified copies of proceedings and documents relating to this issuance of the Bonds, and made other examinations and investigations of law, as we have deemed necessary and appropriate as a basis for the opinions expressed below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of originals of such copies. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the LGC, the County and others.

On the basis of the foregoing, we are of the opinion that (1) the information contained in the Official Statement on the cover and under the headings "INTRODUCTION—Security" and "—The 2024 Bonds," "THE 2024 BONDS", "SECURITY AND SOURCES OF PAYMENT OF 2024 BONDS" and "CONTINUING DISCLOSURE OBLIGATION" and in Appendix C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," to the extent that information purports to summarize certain terms of the Trust Agreement, the Deed of Trust and the Bonds, fairly and accurately summarizes those terms and (2) the statements contained in the Official Statement under the headings "INTRODUCTION—TAX STATUS"

and "TAX TREATMENT" are fair and accurate.

We are further of the opinion that in connection with the offering and sale of the Bonds, the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an "indenture" under the Trust Indenture Act of 1939, as amended.

We are also of the opinion that the County has duly approved the Preliminary Official Statement, the Official Statement, and the Underwriters' use of those documents in connection with its offering and sale of the Bonds.

In addition, we have examined documents and proceedings related to the County's execution and delivery of the Bond Purchase Agreement. In our opinion, as of today and under existing law, the Bond Purchase Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms. Our opinions as set forth in this paragraph are subject to the effect (a) of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, and (b) of general principles of equity, regardless of whether applied in a proceeding in equity or at law. We have assumed the enforceability of the Bond Purchase Agreement against the Underwriters.

We have not made any investigation concerning the County's operations or condition. We express (and have expressed) no opinion as to the County's ability to provide for payments on the Bonds.

This opinion is based on constitutional and statutory provisions and judicial decisions existing today. We assume no responsibility to update this opinion or take any other action regarding changes in facts, circumstances or the applicable law.

Very truly yours,

[To Be Signed, "Sanford Holshouser LLP"]

**EXHIBIT C**

**FORM OF OPINION OF COUNSEL FOR THE COUNTY**

October __, 2024

Pender County, North Carolina

Robert W. Baird & Co. Incorporated

U.S. Bank Trust Company, National Association, as Trustee

Wells Fargo Bank, National Association

Sanford Holshouser LLP

**$[Amount]**
**Pender County, North Carolina**
**Limited Obligation Bonds, Series 2024B**

I have served as County Attorney for Pender County, North Carolina (the "County"), in connection with the execution and delivery of the above-captioned bonds (the "Bonds") and related transactions. Robert W. Baird & Co. Incorporated and Wells Fargo Bank, National Association (together, the "Underwriters") are purchasing the Bonds pursuant to a Bond Purchase Agreement dated October 2, 2024 (the "Purchase Agreement"), between the County and Robert W. Baird & Co. Incorporated, on its own behalf and on behalf of Wells Fargo Bank, National Association. All capitalized terms used in this opinion letter and not otherwise defined have the meanings given those terms in the Purchase Agreement. I am delivering this opinion letter pursuant to the requirements of Section 7(d)(3) of the Purchase Agreement.

I have examined documents related to the transactions contemplated by the Trust Agreement, the Purchase Agreement, the Bonds and the Deed of Trust (the Trust Agreement, the Purchase Agreement, the Bonds and the Deed of Trust are referred to in this opinion letter as the "County Documents"), including a resolution (the "Approving Resolution") adopted by the County's governing Board of Commissioners at a meeting on August 19, 2024.

In connection with this opinion, I also have examined originals, or copies identified to my satisfaction, of such other documents, instruments, certificates and records as I have considered appropriate to render the opinions in this letter. Where I have considered it appropriate, as to certain facts I have relied, without investigation or analysis of any underlying data, upon certificates or other comparable documents of public officials or appropriate County representatives.

In rendering the opinions in this letter, I have assumed, among other things, the legal capacity of all natural persons, the genuineness of all signatures not signed in my presence, the authenticity of all documents submitted to me as originals, that all documents submitted to me as copies conform with the originals, that the County Documents fully state the agreement between the County and the other parties thereto, and that the County Documents constitute the legal, valid and binding obligation of the parties thereto other than the County, enforceable in accordance with their respective terms.

The phrases "to my knowledge" and "known to me" mean my conscious awareness of factual matters as I may recognize as being relevant to the opinion or confirmation so qualified.

The opinions set forth herein are limited to matters governed by the laws of the State of North

Carolina and the federal laws of the United States, and I express no opinion as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the County, the Bonds or both.

Based on the foregoing, as of today and under existing law, I am of the following opinions:

1. The County is a political subdivision of State of North Carolina, duly organized and existing under the constitution and laws of the State of North Carolina, and has the full legal right, power and authority to execute and deliver the County Documents and to perform all the obligations thereunder and as contemplated thereby.

2. All consents, approvals or authorizations of any governmental entity and all filings required on the part of the County in connection with the authorization, execution and delivery of the County Documents and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect, except that we express no opinion as to any federal or state regulatory requirements of Underwriters or any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by Underwriters.

3. To the best of my knowledge, the County is not in violation or breach of or in default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the County is a party or is otherwise subject which violation, breach or default would in any way materially adversely affect the County's transactions contemplated by the County Documents or the execution and delivery of the Bonds, and, to the best of my knowledge, no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a violation or breach thereof or default thereunder.

4. The County's execution and delivery of the County Documents, the County's compliance with the provisions of the County Documents under the contemplated circumstances, and the County's approval of the Preliminary Official Statement and the Official Statement, (a) are within the County's powers, and (b) to the best of my knowledge, do not and will not constitute on the part of the County any material breach of or default under (i) any indenture, deed of trust, mortgage, agreement or other instrument to which the County is a party, or (ii) any court order or consent decree to which the County is subject, or (iii) any existing law, public administrative rule or regulation to which the County is subject.

The opinions expressed above are subject to the following qualifications and limitations:

(A) Enforcement of the County Documents is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.

(B) Enforcement of the County Documents is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law) by which a court with proper jurisdiction may deny rights of specific performance, injunction, self-help, possessory remedies or other remedies.

(C) Indemnification provisions in the County Documents are subject to and may be rendered unenforceable by applicable law or public policy, including applicable securities law.

***

I advise you that, to my knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the County has been served with a summons, summons and complaint or other notice of commencement, or threatened against the County, (a) to restrain or enjoin the execution or delivery of the Bonds, (b) challenging the validity of the Approving Resolution or the County Documents, or contesting the County's power and authority to execute and deliver the County Documents or to consummate the transactions contemplated by them, or (c) that would have a material adverse effect on the security for the Bonds.

Based upon information made available to me in the course of my representation of the County, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings "AVAILABLE SOURCES FOR PAYMENT," "THE PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS," "CERTAIN RISKS OF 2024 BOND OWNERS," "THE COUNTY" and "LEGAL MATTERS—Litigation" and Appendix A "THE COUNTY" (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The effective date of this opinion is the date first above-written. This opinion is based on such facts and information provided and made known to me by Pender County or its agents and employees or otherwise within my knowledge through the course of my representation of the County. I make the representations in this opinion based on my own actual knowledge, including information provided to me by County officers and other County representatives, but I have not undertaken any special investigation for the specific purposes of this certificate.

This opinion is rendered solely for your benefit in connection with the subject transaction and may not be relied upon by you or any other person for any other purposes without my prior written consent.

Very truly yours,

**EXHIBIT D**

**FORM OF ISSUE PRICE CERTIFICATE**

**$[Amount]**
**PENDER COUNTY, NORTH CAROLINA**
**LIMITED OBLIGATION BONDS, SERIES 2024B**

**ISSUE PRICE CERTIFICATE**

The undersigned, Robert W. Baird & Co. Incorporated, as representative (the "Representative"), on behalf of itself and Wells Fargo Bank, National Association, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. [Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.] [Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. [Initial Offering Price of the Hold-the-Offering-Price Maturities.

a. [Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

b. [As set forth in the Contract of Purchase for the Bonds, Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

[(a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A attached hereto as the "General Rule Maturities"].

[(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A attached hereto as the "Hold-the-Offering-Price Maturities."]

[(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-

Offering Price Maturity.]

[(d)] "Issuer" means the Pender County, North Carolina.

[(e)] "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

[(f)] "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

[(g)] "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October __, 2024.

[(h)] "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

4. Disclaimer. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Sanford Holshouser LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge.

**ROBERT W. BAIRD & CO. INCORPORATED**, as Representative

By:_____
Ryan Maher, Managing Director

Dated: October __, 2024

**SCHEDULE A**

**SALE PRICES OF THE BONDS**

| Due (April 1) | Principal Amount | Interest Rate | Yield | Price |
|---|---|---|---|---|

_____
*Yield to call date of April 1, 20__ at par.

**SCHEDULE B**

**[COPY OF THE PRICING WIRE –**
**HOLD-THE-OFFERING-PRICE MATURITIES ONLY]**

**s☆h draft of June 24**

Prepared by and return after recording to:

Robert M. Jessup Jr.

Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

| |
|---|
| Brief description: |

| | |
|---|---|
| **STATE OF NORTH CAROLINA )** | **The collateral is or includes fixtures.** |
| **)** | |
| **PENDER COUNTY )** | **This Deed of Trust secures future advances.** |

**THIS DEED OF TRUST AND SECURITY AGREEMENT** (this "Deed of Trust") is dated as of October 1, 2024, and is granted by **PENDER COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to **_____,** as trustee (the "Deed of Trust Trustee"), for the benefit of **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE** ("US Bank").

**R E C I T A L S:**

The County is issuing its $49,000,000 Limited Obligation Bonds, Series 2024B (the "Bonds"), under a Trust Agreement dated as of October 1, 2024 (the "Trust Agreement"), between the County and US Bank, as trustee. The County is issuing the

Bonds to provide funds, to be used together with other available funds, for the construction and equipping of a new human services building.

To secure its obligations under the Trust Agreement and with respect to the Bonds, the County is providing for the conveyance by this Deed of Trust of the real property described in Exhibit A, all improvements to that real property and all other "Mortgaged Property," as more completely defined below.

The Mortgaged Property includes the property described in Exhibit A. The County is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Trust Agreement of $49,000,000, as well as potential future advances in the total maximum principal amount of $100,000,000. The time during which such future advances may be made is 30 years from October 1, 2024. The current scheduled date for final repayment is on or about _____, 2044.

**NOW, THEREFORE,**

(1) in consideration of the execution and delivery of the Trust Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the County's performance of all its covenants under this Deed of Trust, the Bonds and the Trust Agreement, including the repayment of amounts advanced under the Trust Agreement, and

(3) to charge the Mortgaged Property with this payment and performance,

the County sells, grants and conveys to the Deed of Trust Trustee, [his] successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way

and appurtenances belonging to any of that property (collectively, the "Pledged Sites"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Sites, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Sites, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Sites and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

**TO HAVE AND TO HOLD** the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, [his] successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

**SUBJECT, HOWEVER,** to the existing encumbrances described in Exhibit B;

**BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST:** if the County pays its "Obligations," as defined below, in full in accordance with the Trust Agreement, the Bonds and this Deed of Trust, and the County complies with all the terms, covenants and conditions of the Trust Agreement, the Bonds and this Deed of Trust, this conveyance will be null and void and will be canceled of record at the County's request and cost, and title will revest as provided by law;

**BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE "DOCUMENTS,"** as defined below, then US Bank will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

**THE COUNTY COVENANTS AND AGREES** with the Deed of Trust Trustee and US Bank (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

## 1. Warranties of Title; Security Provided by this Deed of Trust

**1-1 Warranties of Title.** The County covenants with the Deed of Trust Trustee and US Bank that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Trust Agreement), that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

**1-2 Security for Payment and Performance.** The County is delivering this Deed of Trust (a) to secure the County's payment, as and when the same become due and payable, of all amounts payable by the County (the "Obligations") under (i) the Trust Agreement, (ii) this Deed of Trust, (iii) the Bonds, and (iv) any Additional Bonds, as defined in the Trust Agreement, as may be executed and delivered pursuant to the Trust Agreement, and all supplements to the Trust Agreement and this Deed of Trust that the County may execute and deliver in connection with the issuance of any Additional Bonds (all together, the "Documents"), and (b) to secure the County's timely and full compliance with all terms, covenants and conditions of the Documents.

**1-3 Present and Future Advances.** This Deed of Trust is executed to secure all the County's present and future obligations to the Trustee related to the Mortgaged Property. The making of future advances is subject to the terms and conditions of the Trust Agreement and this Deed of Trust. The amount of the present obligations secured by this Agreement is $49,000,000 and the total amount, including present and future obligations, that may be secured by this Deed of Trust at any one time is $100,000,000. The period within which future obligations may be incurred is 30 years from October 1, 2024.

The provisions in this Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Mortgaged Property, to refinance the present obligations or otherwise as provided for under the Trust Agreement. As of the date of this Deed of Trust there is no agreement or

obligation by the County to borrow, or for any person to lend, any additional funds beyond the $49,000,000 that constitutes the present obligations.

**1-4 Security Interest in Fixtures.** This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The County grants to US Bank and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

Upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement, US Bank or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, and include all renewals and replacements and all additions, and all articles in substitution of any such property, and all proceeds of all the foregoing in whatever form.

The County is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the County determines that any Fixture has become undesirable or unnecessary, the County may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (in whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 5.16 of the Trust Agreement.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The County agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The Fixtures are located on the land described on Exhibit A, and the County is the record owner of that land. The name and address of the County, as debtor, and US Bank and the Deed of Trust Trustee, as

secured parties, are set forth in Section 5-1. The County agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by US Bank or the Deed of Trust Trustee, any additional financing statements (including any continuation statements) in whatever form any party may reasonably request to evidence the security interest provided for in this Section.

**1-5 County's Obligation Limited**. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys, except to the extent the Documents, as defined in Section 1-2, restrict the incurrence of additional obligations secured by the Mortgaged Property.

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

**1-6 No Transfers; Releases; Grants of Easements and Similar Interests**

(a) The County shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Trust Agreement or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is

of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. US Bank may take any action it deems appropriate to prevent or rescind any unauthorized sale, transfer or encumbrance.

(b) US Bank is required, upon the County's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the County's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section.

(c) To obtain a release, the County must file with US Bank a County Certificate (i) stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section, (ii) providing a copy of the proposed instrument of release, (iii) directing the execution and delivery of the instrument, and (iv) providing evidence of compliance with (v) or (vi) below. US Bank may not release any property pursuant to this subsection (b) during the continuation of an Event of Default.

(v) In the case of a proposed release of all the Mortgaged Property, the County must pay to US Bank, or to some other fiduciary reasonably acceptable to US Bank, an amount (A) that is sufficient to provide for the payment in full of all Bonds Outstanding and any other Obligations and (B) that is required to be used for that payment.

(vi) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the County must provide evidence to US Bank that the appraised, taxable or insured value (and the County may provide different evidence for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 50% of the aggregate principal component of the Bonds Outstanding at the time the release is effected.

(d) The County may make the following grants and dispositions, so long as the grant or disposition will not materially impair the intended use of the Pledged Facilities, and without regard to subsection (c) above.

(i) The County may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the County may release similar interests, with or without consideration.

(ii) The County may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

**1-7 Construction Mortgage.** The parties intend that the security interest evidenced by this Deed of Trust will be a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

## 2. County's Payment Obligations

**2-1 Payment of Obligations; Compliance with Covenants.** The County will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Trust Agreement and will comply in all respects with all the terms of the Documents.

**2-2 Payment of Costs and Legal Fees.** (a) If the Deed of Trust Trustee or US Bank employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or US Bank voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the County with any of the provisions of the Documents, then the County will pay reasonable legal fees and costs that the Deed of Trust Trustee or US Bank may reasonably have incurred (whether or not any suit or proceeding is commenced). The County's repayment of all amounts paid for any such purpose, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the County, however, then the County has this liability only if the Deed of Trust Trustee or US Bank, as the case may be, is a prevailing party in the suit or proceeding.

**2-3 Advances for Performance of County's Obligations.** If the County fails to perform any of its obligations under the Documents, then the Deed of Trust Trustee and US Bank are authorized, but not obligated, to perform the obligation or cause it to be performed. The County must repay any amounts paid for any such purpose. The County's repayment of all those amounts, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

## 3. The Deed of Trust Trustee

**3-1 No Liability for Deed of Trust Trustee.** The Deed of Trust Trustee will suffer no liability by [his] acceptance of this trust except as may be incurred because of any failure on [his] part to account for the proceeds of any sale under this Deed of Trust.

**3-2 Resignation.** The Deed of Trust Trustee may resign at any time by giving notice to the County and US Bank as provided in Section 5-1.

**3-3 Substitute Trustees.** If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason US Bank desires to replace any Deed of Trust Trustee, then US Bank has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. US Bank may make any removal or appointment at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee had been named as the original Deed of Trust Trustee.

## 4. Defaults and Remedies; Foreclosure

**4-1 Defaults and Remedies.** During the continuation of an Event of Default under the Trust Agreement, US Bank may pursue its rights and remedies as provided under the Trust Agreement and this Deed of Trust.

**4-2 Foreclosure; Sale under Power of Sale.**

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at US Bank's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at US Bank's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at any sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *US Bank's bid.* US Bank may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, US Bank may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *County's bid.* The County may bid for all or any part of the Mortgaged Property at any foreclosure sale. The County, however, may not bid less than an amount sufficient to provide for full payment of the Obligations, unless US Bank consents in writing.

(d) *Successful bidder's deposit.* At any sale, the Deed of Trust Trustee may, at [his] option, require any successful bidder (other than US Bank) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the prior application of the proceeds in accordance with State law, including to the payment of the Obligations, will be paid to the County.

**4-3 Possession of Mortgaged Property.** During the continuation of an Event of Default, upon US Bank's demand the County must deliver possession of the Mortgaged Property to US Bank. In addition, the County must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, US Bank, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the County's account and in reduction of the Obligations.

US Bank will be liable to account only for rents and profits it receives. US Bank may take any action permitted under this Section with respect to all or any portion of the Mortgaged Property, as it may elect.

**4-4 No Remedy Exclusive; Delay not Waiver.** All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the default waived and does not constitute a waiver of any other default. The Deed of Trust Trustee and US Bank may exercise every power or remedy given by this Deed of Trust from time to time as often as the Deed of Trust Trustee or US Bank may deem expedient.

## 5. Miscellaneous

### 5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.

(b) For the purposes of this Deed of Trust, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section _____ of the Trust Agreement.

(c) Any other communication under this Supplemental Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Pender County, Attn: County Manager, Re: Notice for 2024 Human Services Building Financing, 805 S. Walker Street, P.O. Box 5, Burgaw, NC 28425

(ii) if to US Bank, to U.S. Bank Trust Company, National Association, Attention: Corporate Trust Services, Regarding: Notice under 2024B LOBs Financing for Pender County (North Carolina), 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202

(iii) if to the Deed of Trust Trustee, to _____

(iv) If to the LGC, to the North Carolina Local Government Commission, Attn: Secretary of the Commission, Re: Notice for 2024 Pender County Human Services Building Financing, Longleaf Building, 3200 Atlantic Ave., Raleigh, NC 27604

(d) Any addressee (including the LGC) may designate additional or different addresses for communications by notice given under this Section to each of the others. No notice need be delivered to the Deed of Trust Trustee for any notice or action to be effective, but the County must send copies of any notices it sends to the Deed of Trust Trustee also to the Trustee.

(e) Whenever this Deed of Trust requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

**5-2 Successors; Assignments.** This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the County, the Trustee, any registered owner of Bonds, and by the Deed of Trust Trustee, and by their respective successors and assigns.

**5-3 No Marshalling.** The County waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

**5-4 Definitions.** All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Trust Agreement.

**5-5 Governing Law; Forum.** The County, US Bank and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the County, US Bank and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Pender County, North Carolina.

**5-6 Limitation of Liability of Officers and Agents.** No officer, agent or employee of the County, US Bank or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve

any officer, agent or employee from the performance of any official duty provided by law.

**5-7 Covenants Run with the Land.** All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

**5-8 Further Instruments.** Upon the request of US Bank or the Deed of Trust Trustee, the County will execute, acknowledge and deliver any further instruments reasonably necessary or desired by US Bank or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

**5-9 Severability.** If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

**5-10 Non-Business Days.** If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

**5-11 Entire Agreement; Amendments.** This Deed of Trust, together with the other Documents, constitutes the County's entire agreement with the Trustee and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed except in accordance with Article XIII of the Trust Agreement. The consent of the Deed of Trust Trustee is not required for any changes.

***[The remainder of this page has been left blank intentionally.]***

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of October 1, 2024.

**(SEAL)**

**ATTEST:**

**PENDER COUNTY, NORTH CAROLINA**

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

* * * * * *

**STATE OF NORTH CAROLINA;**
**PENDER COUNTY**

I, a Notary Public of such County and State, certify that Michael Silverman and Lexi Stanfield personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Pender County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

**WITNESS** my hand and official stamp or seal, this _____ day of October , 2024.

**[SEAL]**

_____
Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
dated as of October 1, 2024, for the benefit of
U.S. Bank Trust Company, National Association, as trustee]

**EXHIBIT A – Pledged Sites Description**

**EXHIBIT B -- Existing Encumbrances**

s☆h draft of June 24

# TRUST AGREEMENT

**by and between**

## PENDER COUNTY, NORTH CAROLINA

**and**

## U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

**Relating to the execution and delivery of**

## [$49,000,000]
## Limited Obligation Bonds
## Series 2024B

**Dated as of October 1, 2024**

**THIS AGREEMENT** (this "Agreement") is dated as of October 1, 2024, is between **PENDER COUNTY, NORTH CAROLINA,** a North Carolina political subdivision (the "County"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,** a national banking association, as trustee (the "Trustee"), and relates to the issuance of [$49,000,000] Limited Obligation Bonds (the "2024B Bonds").

**RECITALS:**

The County is issuing bonds pursuant to this Agreement to provide funds to be used, together with other available funds, on a project (the "Project") to pay for the construction and equipping of a new human services building, all as further described in Exhibit A. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Agreement and the 2024B Bonds by a security interest in the Pledged Facilities and the Pledged Sites (each as defined in Exhibit B).

This Agreement provides for the issuance of the 2024B Bonds, the County's obligation to pay the 2024B Bonds, the security for the 2024B Bonds, the County's obligation to care for the collateral and other related matters.

*Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B.*

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

## ARTICLE I

## THE BONDS

**Section 1.01. Provision for 2024B Bonds; Advance.** (a) The County will issue, and the Trustee will authenticate and deliver, 2024B Bonds in an aggregate principal amount of [$49,000,000].

(b) The County will receive a total of $_____ (the "Amount Advanced") from the sale of the 2024B Bonds. The County will use the Amount Advanced as provided in this Agreement to pay Project Costs.

**Section 1.02. Bonds Constitute Installment Contracts.** Each of the Bonds, together with the County's corresponding obligations under this Agreement and the Deed of Trust, constitutes a separate "installment contract" within the meaning of Section 160A-20 between the County and the owner of that Bond. The County's payment obligations, and its other obligations under this Agreement and with respect to the Bonds, are secured by the lien on the Mortgaged Property created under the Deed of Trust and by the other security provided for in this Agreement. The security for each Bond ranks on parity with the security for every other Bond.

**Section 1.03. Form and Details; Payments.** The 2024B Bonds will be designated "Limited Obligation Bonds, Series 2024B," and will be in substantially the form of Exhibit C, with any changes as this Agreement permits or requires. The 2024B Bonds will be numbered R-1 upward for identification. The 2024B Bonds are payable as to interest semiannually until payment on each Payment Date at the following rates (calculated based on a 360-day year consisting of twelve 30-day months), and are payable as to principal on October 1 in the following years and amounts:

| **Maturity Date (October 1)** | **Principal Amount ($)** | **Rate (%)** |
|---|---|---|
| [To come] | | |
| | | |
| | | |

Exhibit D shows a schedule of payments due on the 2024B Bonds for each Payment Date. Upon any redemption of any 2024B Bonds, the County will recalculate the schedule of payments to reflect the redemption and will then deliver a substitute Exhibit D to the Trustee reflecting the recalculated payment schedule. The Trustee has no responsibility to confirm any recalculated payment schedule.

**Section 1.04. Redemption Dates and Prices.** The Bonds are subject to redemption as described in Section 2.01.

**Section 1.05. Delivery of 2024B Bonds.** The Trustee will authenticate and deliver the 2024B Bonds when the County has filed with or delivered to the Trustee all the following items:

(a) Original executed counterparts of this Agreement and the Deed of Trust

(b) Certified copies of County Board resolutions approving substantially final forms of this Agreement and the Deed of Trust, authorizing their execution and delivery, and approving the issuance of the 2024B Bonds

(c) Executed 2024B Bonds in the aggregate principal amounts, bearing interest at the rates, and payable as to principal and interest at the times and in the amounts as are provided in this Agreement

(d) A County Certificate directing the Trustee to authenticate and then deliver the 2024B Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of the amount paid

(e) An Opinion of Bond Counsel to the effect that the issuance of the 2024B Bonds has been duly authorized by all necessary authorities

(f) Evidence that the LGC has approved the issuance of the 2024B Bonds

**Section 1.06. Additional Bonds.** The County may provide for Additional Bonds to be issued under this Agreement to provide funds (a) to expand or improve the Pledged Facilities, (b) to construct further improvements to the Pledged Sites, (c) to refund any Outstanding Bonds, (d) to pay financing costs or establish reserves in connection with the issuance of Additional Bonds, (e) for any other purpose that may be allowed by law from time to time, including the acquisition and construction of additional public facilities, whether or not any such facility is related to the Pledged Facilities or the Pledged Sites, or (f) for any combination of these purposes.

The Trustee will authenticate and deliver Additional Bonds when the County has filed with or delivered to it all the following items:

(i) Certified copies of County Board resolutions approving the terms and conditions under which the Additional Bonds are to be issued and authorizing the

execution of amendments or supplements to the Deed of Trust (if necessary) and this Agreement providing for the issuance of the Additional Bonds

(ii) Evidence that the LGC has approved the issuance of the Bonds and the related transactions (if that approval is then required by law)

(iii) An executed copy of an amendment or supplement to this Agreement providing for the issuance of the Additional Bonds, which must set forth the payment and redemption terms of the Additional Bonds, together with other appropriate terms

(iv) Either (A) an executed copy of an appropriate amendment or supplement to the Deed of Trust, extending the benefit of the security provided to the Trustee to secure the County's performance of its obligations under the Trust Agreement and Deed of Trust as so amended or supplemented, or (B) a County Certificate to the effect that such an amendment or supplement is not necessary

(v) A County Certificate directing the Trustee to authenticate and then deliver the Additional Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of proceeds from the sale of the Additional Bonds

(vi) An Opinion of Bond Counsel to the effect (A) that the issuance of the Additional Bonds is permitted under the terms of this Agreement and has been duly authorized, and (B) that the issuance of the Additional Bonds in itself will have no adverse effect on the exemption from Federal income tax to which interest on the Outstanding Bonds is entitled

(vii) Either (A) evidence of the issuance or proposed issuance of one or more lender's title insurance policies (or an appropriate endorsement to an existing policy) in favor of the Trustee, in an aggregate face amount of insurance equal to the total amount of Outstanding Bonds plus the principal amount of the Additional Bonds then to be issued and including any amendment or supplement to the Deed of Trust referenced in (iv) above as an insured instrument, or (B) a County Certificate to the effect that such additional policy or endorsement is not necessary

The Trustee is not required to authenticate and deliver any Additional Bonds if any Event of Default under this Agreement is continuing.

Simultaneously with the delivery of the Additional Bonds, the proceeds (including any accrued interest) of the Additional Bonds will be applied as provided in the certificate described in (v) above.

After the execution and delivery of any Additional Bonds, they will be "Bonds" under this Agreement and subject to all its terms and conditions, except as may be provided in the supplement to this Agreement provided for in (iii) above.

## ARTICLE II

## REDEMPTION

**Section 2.01. Redemption Dates and Prices**. The 2024B Bonds are subject to redemption only as provided in this Section.

(a) *Optional Redemption* – The 2024B Bonds maturing on or after October 1, 2034, are subject to redemption at the County's option, in whole or in part on any date on or after October 1, 2033, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

(b) *Mandatory Sinking Fund Redemption* -- The 2024B Bonds maturing on October 1, _____, and October 1, _____, are required to be redeemed in part prior to maturity pursuant to the terms of the sinking fund requirements of Section 2.05 at a redemption price equal to the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

The supplement to this Agreement providing for the issuance of any Additional Bonds will set out the terms and conditions for their redemption.

**Section 2.02. Selection of 2024B Bonds for Redemption**.

(a) If less than all the 2024B Bonds are to be redeemed pursuant to the provisions of subsection 2.01(a), they will be redeemed among maturities in any manner the County chooses.

(b) If less than all of the 2024B Bonds of any maturity are to be redeemed, the Trustee must select the 2024B Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for determining beneficial

ownership of 2024B Bonds, if less than all of the 2024B Bonds within a maturity are to be redeemed, the parties agree that DTC may determine which of the 2024B Bonds within the maturity are to be redeemed in accordance with DTC's then-current rules and procedures.

(c) In any case, (i) the portion of any 2024 Bond to be redeemed must be in the principal amount of $5,000 or some integral multiple thereof, and (ii) in selecting 2024B Bonds for redemption, each 2024 Bond will be considered as representing that number of 2024B Bonds which is obtained by dividing the principal amount of that 2024 Bond by $5,000. If a portion of a 2024 Bond is called for redemption, the County will prepare, and the Trustee will deliver, a new 2024 Bond of the same series in principal amount equal to the unpaid portion to the registered owner upon the surrender of the 2024 Bond.

**Section 2.03. Redemption Notices**. (a) The Trustee, at the County's direction, upon being satisfactorily indemnified with respect to expenses, and with at least two Business Days' notice, will send notice of redemption no less than 30 nor more than 60 days prior to the redemption date, as follows:

(i) With respect to any 2024B Bonds being called for redemption for which DTC or its nominee is the registered owner, to DTC, in whatever manner may be provided for under DTC's standard operating rules as then in effect (and if the Trustee is unable to determine those rules, by registered or certified mail, return receipt requested);

(ii) With respect to any 2024B Bonds for which no book-entry-only system of registration is in effect, to each of the registered owners of those 2024B Bonds at their addresses as shown on the Trustee's registration books, by registered or certified mail; and

(iii) In any case, both (A) to the MSRB for posting on the EMMA System and (B) to the LGC.

Notwithstanding anything to the contrary in this Agreement, the County acknowledges and agrees that the Trustee is not acting as the disclosure or dissemination agent for purposes of Rule 15c2-12 in connection with any notice to be posted with the MSRB via the EMMA System.

Failure to give any notice specified in (i) or (ii), as applicable, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2024B Bonds with respect to which no failure has occurred. Failure to give any notice specified in (iii), or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2024B Bonds with respect to which the notice specified in (i) or (ii) is correctly given. Any notice mailed as provided in this Agreement will conclusively be presumed to have been given regardless of whether received by any Owner.

(b) Any redemption notice, except a notice given in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon --

(i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2024B Bonds to be prepaid; or

(ii) any other condition not unacceptable to the Trustee.

If a notice contains a condition and the Trustee either (A) does not receive moneys sufficient to pay the principal of and premium, if any, and interest on the 2024B Bonds on or prior to the redemption date, or (B) the stated condition is not fulfilled, as evidenced to the Trustee by a County Certificate,

in either case on or prior to the redemption date,

then redemption will not be made, and the Trustee must, within a reasonable time, give notice the same way the redemption notice was given that the moneys were not so received (or condition was not fulfilled) and the redemption was not made.

(c) Each redemption notice must specify (i) the complete designation of the 2024B Bonds to be redeemed, (ii) the CUSIP numbers of the 2024B Bonds to be redeemed, (iii) the dated dates, maturity dates and interest rates of the 2024B Bonds to be redeemed, (iv) the date fixed for redemption, (v) any conditions to the redemption, as contemplated by subsection (b) above, (vi) the principal amount of 2024B Bonds or portions of Bonds to be redeemed, (vii) the applicable redemption price, (viii) the address of the place or places of payment, (ix) the Trustee's name and telephone number, and the name of a contact person, (x) that interest accrued

to the date fixed for redemption will be paid as specified in the notice, and (xi) that on and after the established redemption date interest on 2024B Bonds which have been redeemed will cease to accrue. The Trustee must also include in any redemption notice any additional information provided by the County for use in the notice.

**Section 2.04. 2024B Bonds Payable on Redemption Date; Interest Ceases To Accrue.** If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date on 2024B Bonds called for redemption, the 2024B Bonds (or portions of 2024B Bonds) called for redemption cease to accrue interest from and after the redemption date. Thereafter, those 2024B Bonds (a) are no longer entitled to the benefits provided by this Agreement and (b) are not deemed to be Outstanding under this Agreement.

**Section 2.05. Mandatory Sinking Fund Redemption**. (a) The Trustee, from amounts received from or on behalf of the County, will redeem 2024B Bonds maturing on October 1, _____, on October 1 in years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

| **Year** | **Amount ($)** |
|---|---|
| | |
| | |
| | |

_____
*Final maturity

(b) In addition, the Trustee, from amounts received from or on behalf of the County, will redeem 2024B Bonds maturing on October 1, _____, on October 1 in years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

| **Year** | **Amount ($)** |
|---|---|

| | |
|---|---|
| | |
| | |
| | |

_____
*Final maturity

The Trustee shall take all appropriate action to withdraw funds from the Principal Account and make timely payment to the Owners of the Term Bonds subject to sinking fund redemption.

(b) Notwithstanding the foregoing, on or before the 70th day next preceding any sinking fund payment date, the County may do either of the following:

(i) deliver to the Trustee for cancellation Term Bonds required to be redeemed on that sinking fund payment date in any aggregate principal amount desired; or

(ii) instruct the Trustee to apply a credit against the County's sinking fund payment obligation for any Term Bonds that previously have been redeemed (other than through the operation of the sinking fund requirements) and canceled by the Trustee but not previously applied as a credit against any sinking fund payment obligation.

The Trustee will credit against the County's sinking fund payment obligation on each sinking fund payment date the amount of 2024B Bonds so purchased, delivered or previously redeemed as described in paragraphs (i) or (ii) above.

(c) Within seven days of receipt of the funds, Term Bonds or instruction to apply a credit (as described in subsection (b) above), any amounts remaining in the Principal Account in excess of the amount required to fulfill the remaining required principal and sinking fund redemption obligations on the next sinking fund payment date will, as specified in a County Certificate, either be (i) transferred to the Interest Account or (ii) used to redeem 2024B Bonds as soon as practicable. In the absence of any written direction from the County, the Trustee will deposit those amounts to the Interest Account.

## ARTICLE III

## FUNDS AND ACCOUNTS

**Section 3.01. Creation and Use of Project Fund.** The Trustee will establish a special fund designated as the "Pender County 2024B Project Fund." The Trustee will keep this Fund separate and apart from all other funds and moneys held by it, and the Trustee will hold and administer this Fund as provided in this Agreement. Moneys in the Project Fund will be expended only as described in Sections 3.02 and 3.03. The Trustee is not required to disburse any moneys from the Project Fund during the continuation of any Event of Default.

**Section 3.02. Deposits to Project Fund; Payment of Project Costs.**

(a) The Trustee will deposit into the Project Fund the amount specified in the certificate referenced in Section 1.05(d) and all other amounts paid to it for deposit in the Project Fund. This certificate may also direct the Trustee as to the further application of amounts in the Project Fund without any requirement for additional direction or requisition.

(b) In addition, the Trustee will disburse moneys in the Project Fund from time to time, either to pay Project Costs directly or to reimburse the County for previous expenditures on Project Costs, upon the Trustee's receipt of a requisition substantially in the form of Exhibit E. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions.

(c) Unless otherwise directed by the County, the Trustee will disburse moneys from the Project Fund that are due to the County by wire transfer to any bank account in the United States as a County Certificate may designate from time to time.

**Section 3.03. Transfer of Unexpended Proceeds.** When the County determines there are no more Project Costs to be paid from the Project Fund, the County will send a County Certificate to that effect to the Trustee. The Trustee will then withdraw all remaining moneys in the Project Fund and deposit those moneys in a separate account within the Payment Fund. The Trustee will then apply those moneys to Bond payments as directed by a County Representative. In the absence of

any direction from the County, the Trustee will deposit those moneys in the Interest Account and use them to pay interest on the 2024B Bonds as the same becomes due.

**Section 3.04. Other Funds and Accounts.** The Trustee will establish the following special funds and accounts, must keep the same separate and apart from all other funds and moneys held by it, and must hold and administer the same as provided in this Agreement:

(a) Pender County 2024 Bond Payment Fund, and therein an Interest Account, a Principal Account and a Redemption Account; and

(b) Pender County 2024 Net Proceeds Fund.

Any amendment or supplement to this Agreement providing for the issuance of Additional Bonds may create additional funds or accounts related to those Bonds.

**Section 3.05. Payment Fund.** (a) The Trustee must deposit in the proper account in the Payment Fund all amounts paid to it for deposit in the Payment Fund, including all amounts paid to it by the County for payments on the Bonds.

(b) The County will make payments to the Trustee sufficient in times and amounts to allow the Trustee to make full and timely payment of all Bond Payments as the same become due. The County will make the payments to the Trustee not later than the 25th day of the month preceding a Payment Date. The County will make the payments in lawful money of the United States, by wire transfer or other transfer of immediately available funds to any account in the United States as the Trustee may designate to the County from time to time.

(c) Not less than 15 days prior to each Payment Date, the Trustee must determine the amounts on deposit and available to make the payments due on that Payment Date with respect to the 2024B Bonds, whether in (i) the Interest Account or the Principal Account of the Payment Fund, or (ii) any special trust fund established pursuant to Section 11.01. The Trustee must notify the County of the available amounts not less than 10 days prior to the applicable Payment Date. The County's obligation to make payments with respect to any Payment Date is reduced by the available amounts the Trustee determines.

(d) The Trustee must pay the principal of the 2024B Bonds from the Principal Account and the interest on the 2024B Bonds from the Interest Account, as

the same become due. On or before each Payment Date, the Trustee must first determine if it has on hand amounts sufficient to pay the principal and interest coming due on the Bonds on the Payment Date. Then, the Trustee must set aside an amount sufficient to pay the interest on the Bonds becoming due and payable on that Payment Date, and then an amount sufficient to pay the principal on the Bonds becoming due and payable on that Payment Date. The Trustee must then transfer on the Payment Date the amounts due to DTC as registered owner of the Bonds.

(e) If the amount on deposit in the Principal Account or the Interest Account is insufficient for its purposes two Business Days before any Payment Date, the Trustee must notify the County of the amount of the insufficiency. The Trustee must then transfer the required amounts to those Accounts from any amounts as may be available in the Redemption Account.

If the amount on deposit in the Interest Account on any Payment Date exceeds the amount payable on account of interest on the Bonds on that date, the Trustee must, as directed by a County Certificate, retain the excess in the Interest Account or transfer the excess to the Principal Account to be credited against subsequent required deposits to the Principal Account. In the absence of any direction from the County, the Trustee will retain the excess in the Interest Account.

If the amount on deposit in the Principal Account on any October 1 exceeds the amount required on that date to pay principal of Bonds coming due on that date (whether by reason of maturity or mandatory redemption), then the Trustee must, as directed by a County Certificate, retain the excess in the Principal Account or transfer the excess to the Interest Account to be credited against subsequent required deposits to the Interest Account. In the absence of any direction from the County, the Trustee will transfer the excess to the Interest Account.

(f) The Trustee must deposit in the Redemption Account of the Payment Fund all amounts paid to it for deposit in that Account, and must use those amounts within 12 months of their deposit to pay Bonds called for redemption on their redemption dates, as directed by a County Certificate.

(g) The Trustee must apply Net Proceeds deposited in the Redemption Account pursuant to Section 5.16 to the redemption of Bonds pursuant to Section 2.01(a) as directed by a County Representative.

The Trustee must transfer any amounts not so used within 12 months of their deposit in the Redemption Account to the Interest Account for use on the next Payment Date to pay interest on the Bonds, and pending that use or in the absence of direction must invest those funds in Legal Investments having a yield not in excess of the Restricted Yield.

Subject to retaining moneys necessary to pay Bonds that have been called for redemption but not yet presented for payment, the Trustee must use amounts in the Redemption Account as directed by a County Certificate to make transfers to the Interest Account or the Principal Account to the extent the balances in those Accounts may be insufficient.

**Section 3.06. Net Proceeds Fund.** The Trustee must deposit in the Net Proceeds Fund (a) Net Proceeds as provided in Section 5.16 and (b) any other amounts paid to it for deposit in that fund. The County must direct the investment and reinvestment of all amounts on deposit in the Net Proceeds Fund only in Legal Investments having a yield not in excess of the Restricted Yield, to the extent those amounts are on deposit on any date following the later of (i) the third anniversary of the Closing Date or (ii) 30 days from the payment of those Net Proceeds to the County or the Trustee. The Trustee must disburse Net Proceeds for replacement or repair as provided in Section 5.16.

**Section 3.06. Restricted Yield Investment**. Not later than October 1, 2027, the County shall (a) invest any "Covered Proceeds," as defined below, that the County holds, and (b) direct the Trustee to invest any Covered Proceeds the Trustee holds, in either (i) Legal Investments providing a fixed yield at or below the "Restricted Yield," as defined below, (ii) obligations described in Code Section 103 that are not "private activity bonds" within the meaning of Code Section 141, or (iii) any other investment approved by a written opinion of Bond Counsel that is satisfactory to the Trustee;

in any case as the County may specify from time to time. It is the County's responsibility, and not the Trustee's, to identify and maintain investments as required by this Section.

The "Covered Proceeds" are any amounts on deposit in any Fund or Account under the Trust Agreement that represent proceeds of the 2024B Bonds, including proceeds from the investment of the 2024 Bond proceeds or proceeds from the sale

or other disposition of property acquired or improved through the proceeds of the 2024B Bonds (including insurance proceeds).

A “Restricted Yield” means a "yield," within the meaning of Treas. Regs. Secs. 1.103-13(c), -13(d), 1.148-9T(a), or any successor or other provision that may be applicable, not in excess of a "yield" equal to _____%, which is the “yield” on the 2024B Bonds.

## ARTICLE IV

## SECURITY; APPROPRIATIONS; LIMITED OBLIGATION

**Section 4.01. Payments on the Bonds; Additional Payments.** (a) The County will make full and timely payment of all Bond Payments and Additional Payments due from the County under this Agreement, subject to the limitations of Section 160A-20 and the terms of this Agreement, and in particular the terms of Section 4.02 and Section 4.05.

(b) The County must pay all Additional Payments on a timely basis directly to the person or entity to which the Additional Payments are owed in lawful money of the United States. If the County fails to pay any Additional Payment when due, the Trustee may (but is under no obligation to) pay the Additional Payment for the County’s account. The County agrees to reimburse the Trustee for any Additional Payment made by the Trustee, together with interest on the amount paid at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months).

(c) The County is not entitled to any abatement or reduction of the Bond Payments or Additional Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and bears the entire risk of loss and damage to the Pledged Sites and the Pledged Facilities from any cause whatsoever. The parties intend that the County must make all payments provided for in this Agreement, unless the County's obligation to make the payments has been terminated as provided in this Agreement.

**Section 4.02. Appropriations.** (a) The County will cause the officer who prepares the draft County budget initially submitted for County Board

consideration to include in the initial proposal each year the amount of all Bond Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for these payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the County adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the County has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within an additional ten days.

(iii) If at any time the County amends the annual budget to reduce the amounts appropriated for Bond Payments and Additional Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County will send notice of this amendment to the Trustee and the LGC within ten days after the amendment.

(iv) The County must also post a copy of any notice sent to the LGC under this Section with respect to the Bonds on the EMMA System.

**Section 4.03. Deed of Trust.** Coincidentally with the execution and delivery of this Agreement, the County is executing and delivering the Deed of Trust. The Deed of Trust secures the County's obligations to each of the Owners, on parity with one another.

**Section 4.04. Money in Funds and Accounts.** The County grants a security interest, to the Trustee for the benefit of the Owners, in all the funds and accounts held under this Agreement to secure the County's obligations under the Bonds and otherwise under this Agreement. This security interest secures the County's obligations to each of the Owners, on parity with one another.

**Section 4.05. Limited Obligation.** The Bonds are payable solely from the amounts paid by the County to the Trustee for the Bond Payments, as, when and if received by the Trustee, except to the extent payable from the proceeds of the Bonds, income from investments, Net Proceeds and other funds and property pledged as provided in this Agreement, which funds are pledged as provided in this Agreement to secure payment of the Bonds.

Notwithstanding any other provision of this Agreement, the parties intend that this transaction comply with the provisions of Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Agreement should be interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

No provision of this Agreement should be interpreted as pledging or creating a lien on any class or source of the County's moneys (other than Net Proceeds and the funds and accounts established pursuant to this Agreement as may be provided in this Agreement). No provision of this Agreement restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent this Agreement, the Deed of Trust and the 2024B Bonds restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Section and any other provision of this Agreement, this Section takes priority.

## ARTICLE V

## CONSTRUCTION, MAINTENANCE AND OTHER PROVISIONS RELATED TO THE PLEDGED FACILITIES

**Section 5.01. Construction Contracts; Changes.** (a) The County will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts. The County will cause the construction of the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The County will provide for the Pledged Facilities to be constructed on the Pledged Sites and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The County may approve changes to the Construction Contracts in its discretion except that the County may not approve any changes that (i) increase total estimated Project Costs above the amounts previously identified and designated for the payment of those costs, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

**Section 5.02. Contractors' Performance and Payment Bonds**. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The County shall provide copies of all bonds to the Trustee at the Trustee's request.

**Section 5.03. Cooperation.** The Trustee and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Agreement.

**Section 5.04. Care and Use.** The County must use the Pledged Sites and the Pledged Facilities in a careful and proper manner. The County must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

**Section 5.05. Utilities.** The County must pay all charges for utility services furnished to or used on or in connection with the Pledged Sites and the Pledged Facilities.

**Section 5.06. Risk of Loss.** The County bears all risk of loss to and condemnation of the Pledged Facilities and the Pledged Sites. Upon loss, damage or condemnation of the Mortgaged Property, the County must proceed as provided in Sections 5.15 and 5.16.

**Section 5.07. Trustee's Performance of County's Responsibilities.** The Trustee may (but is not required to) undertake any payment or performance required of the County for the insurance, maintenance or preservation of the Mortgaged Property that is not timely paid or performed by the County. The County must then reimburse the Trustee for any payments and for any associated costs and expenses, legal or otherwise, together with interest at annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), all as Additional Payments under this Agreement.

**Section 5.08. Compliance with Requirements.** The County must promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property, the violation of which would adversely affect the use, value or condition of the Mortgaged Property, whether or not any requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Mortgaged Property (or be diligently and in good faith contesting such requirements). Unless required by applicable law or unless the Trustee has otherwise agreed in writing, the County must not use the Mortgaged Property for any purposes other than that for which the same were intended as of the Closing Date. In no event may the County use the Mortgaged Property or any part thereof, nor allow the same to be used for, any unlawful purpose or in violation of any certificate of occupancy or other permit or certificate, or any law, ordinance or regulation.

**Section 5.09. Use and Operation.** (a) The County represents that the acquisition and construction of the human services building will be useful to the County in carrying out its required function of maintaining Sheriff's and Detention facilities. The County has an immediate need for the Pledged Facilities.

(b) The County will be solely responsible for the operation of the Pledged Facilities and will not contract with any other person or entity for that operation. The Pledged Facilities will not be used in any private business or put to any private business use, except for such minor and occasional uses as may be consistent with their use as local government facilities and that will not cause the County to be in violation of its covenant as set forth in Section 6.01(k).

**Section 5.10. Modification of Pledged Facilities; Installation of Equipment and Machinery.** The County has the right to repair, maintain and remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense; provided, however, that any substitutions, additions, modifications and improvements must not in any way damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those initially proposed; and provided further that the Pledged Facilities, as improved or altered, upon completion of these substitutions, additions, modifications and improvements, will be of a value not materially less than the value of the Pledged Facilities immediately prior to making those substitutions, additions, modifications and improvements.

The County may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. All that property will remain the County's sole property in which neither the Trustee nor any Bondholder will have any interest; provided, however, that any property which becomes permanently affixed to the Pledged Facilities will be subject to this Agreement and the lien and security interest arising under the Deed of Trust if the Trustee determines that the Pledged Facilities would be damaged or impaired by the removal of that machinery, equipment or other tangible property.

**Section 5.11. Property Damage Insurance.** (a) The County must, at its own expense, acquire, carry and maintain broad form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the replacement cost. This insurance must include standard mortgagee coverage in favor of the Trustee.

(b) (i) The County must maintain the insurance required by this Section with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. The County must provide copies of all policies to the Trustee upon request.

(ii) In the alternative, the County may maintain the insurance required by subsection (a) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the County obtains blanket or umbrella coverage, the County must provide to the Trustee, upon the Trustee's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion thereof). The County must provide to the Trustee such evidence as to the sufficiency of any such alternative program as the Trustee may reasonably request.

(c) Before the County adjusts or settles any property damage loss greater than $1,000,000 with respect to the Pledged Facilities, whether or not covered by insurance, the County must first notify the Trustee of the planned adjustment or settlement and the County's planned use of insurance proceeds.

(d) The Trustee is not responsible for the sufficiency or adequacy of any required insurance. The Trustee shall have no liability in accepting payment on account of any insurance or with respect to any adjustment, compromise or settlement of any loss agreed to by the County.

**Section 5.12. Right of Entry and Inspection.** The Trustee and its representatives and agents have the right to enter upon the Pledged Sites and inspect the Pledged Facilities at any time while any Bonds are Outstanding.

No right of inspection or approval granted in this Section imposes upon any party any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection or approval by any party imposes upon any party any duty or obligation whatsoever to identify or correct any defects in the Pledged Facilities or to notify any person with respect thereto. No inspection constitutes a warranty (either express or implied) by the Trustee as to the quality or fitness of any improvement. Any such inspection is solely for the benefit of the Trustee and the Bondholders, and not for the County's benefit.

**Section 5.13. Title.** Title to the Pledged Sites and the Pledged Facilities and all additions, repairs, replacements or modifications thereto will always be in the County, subject to the lien of the Deed of Trust and to the other Permitted Encumbrances.

**Section 5.14. Taxes and Encumbrances.** (a) If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or other lawful governmental charges the County will, during the Contract Term, pay (as

Additional Payments) the amount of all those taxes, assessments and governmental charges. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the County is obligated under this Agreement only to provide for the installments that are required to be paid during the Contract Term. The County must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Trustee's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

(b) The County will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The County will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(c) The County may, at its own expense and in its own name, in good faith contest any taxes or other charges and encumbrances described in this section. In the event of a contest, the County may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Trustee notifies the County that, in the opinion of independent counsel selected by the Trustee, the security afforded pursuant to this Agreement or the Deed of Trust will be materially endangered by nonpayment of any items, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

**Section 5.15. Damage, Destruction or Condemnation.** The County must promptly notify the Trustee if (a) the Mortgaged Property or any portion thereof is destroyed or damaged by fire or other casualty, (b) any governmental authority takes, or notifies the County of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property or any portion thereof, or the estate of the County or the Trustee in the Pledged Facilities, the Pledged Sites or any portion thereof, under the power of eminent domain, (c) a material defect in the construction of the Pledged Facilities becomes apparent, or (d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title.

Each notice must describe generally the nature and extent of the damage, destruction or taking. The County must provide any additional information concerning the matter as the Trustee may reasonably request.

The County must file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any damage, destruction or taking. The County must prosecute all its claims for awards or payments in good faith and with due diligence. Any Net Proceeds received by the County because of those claims will be used as provided in Section 5.16.

**Section 5.16. Deposit and Use of Net Proceeds.**

(a) If the amount of Net Proceeds received by the County from any single event or any single series of related events is less than $1,000,000, then the County has no obligation to account to the Trustee or any other person or entity with respect to the use of such Net Proceeds. The County, however, acknowledges that its use of funds may be constrained by the requirements of the Code and the County's covenants and representations in Section 6.01(k).

(b) If the amount of Net Proceeds received by the County from any single event or any single series of related events is at least $1,000,000, the County must cause the Net Proceeds to be paid to the Trustee for deposit and application as provided in this Section.

(c) The County may elect to proceed under either part (i), (ii) or (iii) of this subsection with respect to Net Proceeds deposited with the Trustee pursuant to subsection (b). The County must notify the Trustee of its election within 60 days after the date of the deposit.

(i) The County may direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds, together with any other available funds the County may provide in its discretion, to redeem or defease the Bonds in whole (but not in part), pursuant to Section 2.01 and Article XI, as appropriate, and as directed in a County Certificate.

(ii) If the County determines that the Net Proceeds, together with any other available funds the County may provide in its discretion, will be sufficient to repair or restore that portion of the Pledged Facilities regarding which the Net Proceeds arose, then the County may direct the deposit of the Net Proceeds to the Net Proceeds Fund and then may apply those proceeds to repair or restoration. The County must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration.

The Trustee will disburse Net Proceeds for the payment of such costs upon receipt of requisitions provided by the County and substantially in the form of Exhibit E. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions. The Trustee must not honor any requisition if an Event of Default is continuing.

The County will not be entitled to any reimbursement of any funds paid pursuant to this subsection, nor will the County be entitled to any postponement or diminution of its obligation to make Bond Payments because of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the County's property and will be part of the Mortgaged Property.

(iii) If the County determines that the Net Proceeds and other funds will not be sufficient for the purposes described in (i) or (ii), then the County must direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds to prepay or defease the Bonds in whole or in part pursuant to Section 2.01 and Article XI and as directed by a County Representative.

(d) Nothing in this Section creates an option in the County or any other party to provide for the early payment of Bonds not provided for in Article II.

## ARTICLE VI

## COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

**Section 6.01. In General.** The County makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and hold Bonds.

(a) The County is a duly organized and validly existing political subdivision of the State. The County has all powers necessary to enter into the transactions contemplated by this Agreement and the Deed of Trust and to carry out its obligations under this Agreement.

(b) The County has duly and validly authorized, issued, executed and delivered this Agreement, the 2024B Bonds and the Deed of Trust. Assuming due authorization, execution and delivery by the other parties, this Agreement, the 2024B Bonds and the Deed of Trust constitute valid, legal and binding obligations of the County, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Trustee) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and applicable principles of equity.

(c) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Agreement or the Deed of Trust.

(d) There is no action, suit or proceeding at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County (or any official thereof in an official capacity) (i) challenging the validity or enforceability of the Trust Agreement or the 2024B Bonds, or seeking to restrain or enjoin the issuance or delivery of the Bonds, or (ii) challenging (A) the County's organization or existence, (B) the County's issuance of the Bonds, or (C) the title to office of any County Board member or other County officer, or (iii) that otherwise would be likely (if decided adversely to the County) to have a material adverse effect on the County's ability to provide for timely payment of the Bonds.

(e) The County's performance of its obligations under the Bonds, this Agreement and the Deed of Trust, and compliance with their respective provisions, under the contemplated circumstances, does not and will not in any material respect constitute on the County's part a breach of or default under, or result in the creation of any material lien or other encumbrance on any County property (except as contemplated in such instruments) pursuant to, any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject.

(f) No County representation, covenant or warranty in this Agreement is false or misleading in any material respect.

(g) The County is vested with fee simple title to the Pledged Sites. There are no liens or encumbrances on the Pledged Facilities or the Pledged Sites other than the existing encumbrances, as shown on Exhibit B to the Deed of Trust.

(h) The County Board resolutions relating to the County's execution and delivery of this Agreement, the 2024B Bonds, the Deed of Trust and the transactions contemplated by those instruments have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(i) The County believes funds will be available to satisfy all its obligations under this Agreement.

(j) The Pledged Facilities have been designed and will be constructed to comply with all applicable subdivision, building and zoning ordinances and regulations, and all applicable federal and State standards and requirements relating to the Pledged Facilities.

(k) The County will not take or permit, or omit to take or cause to be taken, any action that would cause the 2024B Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code. If the County does take or permit, or take or cause to be taken, any such action, or omit to take or cause to be taken, the County must take (or cause to be taken) all lawful actions within its power reasonably necessary to rescind or correct such actions or omissions promptly upon having knowledge of the effect of such actions.

**Section 6.02. County's Undertakings as to Environmental Matters.** The County makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and own Bonds.

(a) The County has no knowledge (i) that any industrial use has been made of the Mortgaged Property, (ii) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any Hazardous Materials, (iii) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (iv) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.

(b) To the County's knowledge, the Mortgaged Property complies with all federal, State and local environmental laws and regulations. The County will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The County will, in a timely

manner, take all lawful action necessary to maintain compliance or to remedy any lack of compliance.

(c) The County will use and maintain Hazardous Materials on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The County will maintain these Hazardous Materials only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The County will not use the Mortgaged Property (A) for the manufacture, transport, process, storage, treatment or disposal of any Hazardous Materials or (B) for any industrial, manufacturing or landfilling use or for any chemical production.

(d) The County will promptly send to the Trustee, upon the Trustee's request, copies of any citations, orders, notices or other material governmental or other communication received with respect to any Hazardous Materials.

For the purposes of this Section, "Hazardous Materials" means any chemicals, materials, substances, wastes or other substances that are classified and regulated by any by federal, State or local laws as hazardous or toxic substances that exist on or affect the Mortgaged Property.

**Section 6.03. County's Undertaking for Continuing Disclosure.** The County undertakes, for the benefit of the beneficial owners of the Bonds, to provide the following items and information to the MSRB:

(a) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2024, audited County financial statements for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements are not available by seven months from the end of any fiscal year, unaudited County financial statements for such fiscal year, to be replaced subsequently by audited County financial statements to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2024, the financial and statistical data as of a date not earlier than the end of the preceding fiscal year

(which data will be prepared at least annually, will specify the date as to which such information was prepared and will be delivered with any subsequent material events notices specified in subparagraph (c) below) for the type of information included in Appendix A to the final Official Statement relating to the 2024B Bonds under the captions "Debt Information" and "Tax Information" (excluding any information on overlapping or underlying debt) to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2024B Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2024B Bonds, or other material events affecting the tax status of the 2024B Bonds;

(7) modifications to rights of the beneficial owners of the 2024B Bonds, if material;

(8) calls for redemption of 2024B Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the 2024B Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the County, the Trustee or any other person or entity that may at any time become legally obligated to make Bond Payments (collectively, the "Obligated Persons");

(13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation (as defined below) of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect Bondholders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(d) in a timely manner, not in excess of ten Business Days after the occurrence of the failure, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

"Financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the Securities and Exchange Commission

promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

As used above, the "final Official Statement" means the Official Statement dated October _____, 2024, that the County Board has approved and authorized for use in connection with the offering and sale of the 2024B Bonds.

For the purposes of the events identified in subparagraph (c)(12) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

If the County fails to comply with the undertaking described above, the Trustee may take action to protect and enforce the rights of all the beneficial owners of the 2024B Bonds with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an Event of Default and will not result in any acceleration of payment of the 2024B Bonds. All actions will be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the 2024B Bonds.

The County must provide the documents and other information referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may discharge its undertaking as set forth in this Section by providing such information in any manner that the United States Securities and Exchange Commission subsequently authorizes in lieu of the manner described above.

The County reserves the right to modify from time to time the information to be provided, or the presentation of the information to be provided, to the extent necessary or appropriate in the County's judgment, provided that:

(A) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County;

(B) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(C) any such modification does not materially impair the interests of the beneficial owners, as determined by the Trustee, by Bond Counsel, or by the approving vote of the Majority Owners pursuant to the terms of this Agreement, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section will terminate upon payment, or provision having been made for payment, in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all the Bonds.

## ARTICLE VII

## INDEMNIFICATION

To the extent permitted by law, the County will indemnify, protect and save

(a) the LGC and its members and employees, and

(b) the Trustee and its officers, directors, agents and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from the Project, the Mortgaged Property or from the Deed of Trust and this Agreement or from the County's performance under each of said documents, including, without limitation, the possession, condition or use of the Project or the Mortgaged Property; or

(B) as a result of any warranty or representation made by the County in Section 6.02 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Trustee, the County or any transferee or assignee of the County or the Trustee.

The County has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The County's obligation to provide indemnification under this Article continues even after the payment in full of all the County's obligations under this Agreement. The County's obligation extends to any Trustee even after the removal or resignation of that Trustee. The parties intend that the LGC is a third-party beneficiary of the County's obligations under this Article VII.

## ARTICLE VIII

## DISCLAIMER OF WARRANTIES

The County acknowledges that the Trustee has not designed the Pledged Facilities, that the Trustee has not supplied any plans or specifications with respect thereto and that the Trustee

(a) is not a manufacturer of, nor a dealer in, any of the component parts of the Financed Facilities or similar facilities,

(b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Financed Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be

taken with respect to the Financed Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,

(c) has not at any time had physical possession of the Financed Facilities, the sites on which those facilities are or will be established, or any component part thereof or made any inspection thereof or any property or rights relating thereto, and

(d) has not made any warranty or other representation, express or implied, that the Financed Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE TRUSTEE MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE FINANCED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Financed Facilities to perform any function; or any other characteristic of the Financed Facilities. The County bears all risks relating to the Financed Facilities or the transactions contemplated by this Agreement or by the Deed of Trust, and the County waives the benefits of all implied warranties and representations of the Trustee.

The provisions of this Article continue in effect even if the Contract Term has expired, and continue to apply with respect to any particular Trustee even after the removal or resignation of that Trustee.

## ARTICLE IX

## THE TRUSTEE

**Section 9.01. Rights and Duties**. (a) If an Event of Default is continuing, the Trustee must exercise its rights and powers and use the same degree of care and

skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs.

(b) Except during the continuation of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Agreement and no other, and no implied covenants or obligations shall be read into this Agreement against the Trustee;

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates, opinions or other writings furnished to the Trustee and conforming to the requirements of this Agreement which the Trustee actually and in good faith believes to be genuine and to have been signed or presented by the proper person. other, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

(c) The Trustee is not relieved from liability for its own negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of subsection (a) above;

(ii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 10.05; and

(iii) the Trustee will not be liable with respect to any information contained in any offering documents (except to the extent of information about the Trustee provided by the Trustee specifically for inclusion in that offering document). The Trustee has no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(d) Every provision of this Agreement that in any way relates to the Trustee is subject to all the provisions of this Section 9.01.

(e) Not later than August 1 of each year, the Trustee will notify the LGC and the County of the principal amount of Bonds Outstanding as of the preceding June 30, with a breakdown of Bonds by series.

(f) No provision of this Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, unless it receives indemnity satisfactory to it against any loss, liability or expense, except that the Trustee may not require indemnity as a condition to declaring the principal and interest with respect to the Bonds to be due immediately under Section 10.02. No permissive right of the Trustee should be construed as a duty.

(g) The Trustee is not liable for interest on any cash held by it except as the Trustee may agree with the County in writing.

(h) If a Default is continuing and is known to the Trustee, then the Trustee must notify the Owners and the LGC within 15 days after the Default becomes known to the Trustee. The Trustee, however, will only be deemed to have knowledge of (i) defaults in payment as described in Sections 10.01(a) and (b) and (ii) defaults with respect to which the Trustee has received written notice, describing the default, from any interested party.

(i) The Trustee may consult with counsel and is not liable for any action it takes or omits to take in good faith in reliance on advice from counsel as to legal matters, including but not limited to interpretation of this Agreement.

(j) Notwithstanding anything in this Agreement to the contrary, the Trustee and its agents have the right to require additional evidence, certificates or opinions of counsel as to legal matters as the Trustee may deem appropriate to establish the County's right to the withdrawal of any funds held under this Agreement or to require the Trustee's taking of any other action under this Agreement.

(k) The Trustee must keep complete and accurate records of all moneys received and disbursed by it under this Agreement. These records must be available for inspection by the County and any Owner, or any of their agents, at any time during regular business hours upon reasonable prior notice to the Trustee.

(l) In any judicial proceeding to which the County is a party and which in the Trustee's opinion has a substantial bearing on the interests of Owners, the Trustee may intervene on the Owners' behalf, and must do so if requested in writing by the Majority Owners, provided that the Trustee has received the indemnity provided for in subsection (f) above.

(m) The Trustee may act through agents or co-trustees.

(n) The Trustee has no duty to inspect or oversee the construction or completion of any property to be acquired, constructed or improved using Bond proceeds.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; falling space debris; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, in all cases not specific to the Trustee; accidents; acts of civil or military authority or governmental action; it being understood that the Trustee shall in all cases use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(p) The Trustee may rely on, and need only rely on, notices and instructions provided by the County in the form of a County Certificate.

**Section 9.02. Communication with the Trustee.** The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the County elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon those Instructions, the Trustee's understanding of the Instructions controls.

The County understands and agrees that the Trustee cannot determine the identity of the actual sender of Instructions and that the Trustee may conclusively presume that Instructions that purport to have been sent by a County Representative have in fact been sent by that County Representative. The County is responsible for ensuring that only County Representatives transmit Instructions to the Trustee, and the County is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with

Instructions that purport to have been sent by a County Representative, notwithstanding that an Instruction may conflict with or be inconsistent with another Instruction received after the Trustee's action.

The County agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee's acting on unauthorized Instructions that purport to be sent by an County Representative, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In this Agreement, "Electronic Means" means electronic mail or similar methods. Voice communication and delivery of signed paper documents are not "Electronic Means."

**Section 9.03. Trustee's Individual Rights.** The Trustee in its individual or any other capacity may become the Owner or pledgee of Bonds and may otherwise deal with the County or its affiliates with the same rights it would have if it were not Trustee.

**Section 9.04. Disclaimer.** The Trustee makes no representation as to the validity or adequacy of this Agreement or the Bonds, and the Trustee is not accountable for the County's use of the proceeds of the Bonds.

**Section 9.05. Eligibility.** The County must maintain a trustee for this Agreement. No corporation may be appointed or serve as Trustee unless (a) it is approved by the LGC for service as Trustee under this Agreement, (b) it is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers, and is subject to supervision or examination by the United States, any state or the District of Columbia, and (c) it has a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition.

**Section 9.06. Resignation; Removal; Replacement**. The Trustee may resign at any time by delivering notice of its resignation to the County at least 30 days prior to the effective date of the resignation. The County may remove the Trustee at any time by delivering notice of the removal to the removed Trustee at least 30 days prior to the effective date of the removal, but the County may remove the Trustee only if no Event of Default is continuing at the time the County sends the notice. The Majority Owners may remove the Trustee at any time by delivering notice of the removal to the County and the removed Trustee at least 30 days prior to the effective date of the removal and may at the same time (or at any time during the 30-day notice period) appoint a new Trustee by notice to the County and the removed Trustee.

If the Trustee resigns or is removed or if a vacancy otherwise exists in the office of Trustee for any reason, the County must promptly appoint a successor Trustee (except when that right is exercised by the Majority Owners as described in the preceding paragraph).

A successor Trustee must deliver a written acceptance of its appointment to the retiring Trustee and to the County. Immediately upon receipt of the acceptance, the retiring Trustee must transfer all property held by it as trustee to the successor Trustee; only then will the resignation or removal of the retiring Trustee become effective. The successor Trustee has all the rights, powers and duties of the Trustee under this Agreement.

If the Trustee fails to meet the requirements of Section 9.05, any Owner may petition any court for the removal of the Trustee and the appointment of a successor Trustee.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, then the retiring Trustee, the County or the Majority Owners may petition any court for the appointment of a successor Trustee.

**Section 9.07. Successor Trustee by Merger.** If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation, then the resulting, surviving or transferee corporation without any further act will be the successor Trustee.

**Section 9.08. Consent to Jurisdiction and Venue.** The Trustee consents to jurisdiction in the State of North Carolina and venue in Pender County for any lawsuit arising from the Trust Agreement or the Bonds, or from the related transactions contemplated by the Trust Agreement or the Bonds.

## ARTICLE X

## DEFAULTS; REMEDIES

**Section 10.01. Events of Default.** An "Event of Default" is any of the following:

(a) Default in the payment of the principal of any Bond when the same becomes due and payable, whether at the stated maturity of the Bond or upon proceedings for mandatory (but not optional) redemption.

(b) Default in the payment of any interest on any Bond when the same becomes due and payable.

(c) The occurrence of an Event of Nonappropriation.

(d) The County breaches or fails to perform or observe any term, condition or covenant of this Agreement, the Bonds or the Deed of Trust on its part to be observed or performed, other than as referred to in the preceding subsections, including payment of any Additional Payment, for a period of 90 days after written notice specifying the failure and requesting that it be remedied has been given to the County by any person or entity, unless the Trustee agrees in writing to an extension of the 90-day period prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the notice period and the County institutes corrective action within the notice period, no Event of Default will be deemed to have occurred so long as the County diligently pursues remedial action.

(e) Any warranty, representation or statement made by the County in this Agreement, the Bonds or in the Deed of Trust is found to be incorrect or misleading in any material respect as of the Closing Date.

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

**Section 10.02. Acceleration.** If any Event of Default is continuing, then (a) the Trustee, by notice to the County, or (b) the Majority Owners, by notice to the County and the Trustee, may declare the principal of and accrued interest with respect to the Bonds to be due and payable immediately, and such principal and interest will thereupon become and be immediately due and payable. The Trustee must immediately give notice of any acceleration to all Owners. The Trustee may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

**Section 10.03. Other Remedies.** If an Event of Default is continuing, the Trustee may pursue any remedy at law or in equity to collect the principal or interest with respect to the Bonds or to enforce the performance of any provision of this Agreement, the Bonds, or the Deed of Trust, including by foreclosure on the Mortgaged Property.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Owner in exercising any right or remedy accruing upon an Event of Default does not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

**Section 10.04. Waiver of Past Defaults.** The Majority Owners, by notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no waiver extends to any subsequent or other Event of Default or impairs any right consequent to it.

**Section 10.05. Majority's Control.** The Majority Owners, upon satisfactory indemnification of the Trustee, may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. The Trustee, however, may refuse to follow any direction that it reasonably believes conflicts with law or this Agreement or, subject to Section

9.01, that the Trustee determines is unduly prejudicial to the rights of other Owners or would involve the Trustee in personal liability.

**Section 10.06. Limitation on Suits.** An Owner may not pursue any remedy with respect to this Agreement or the Bonds (except as provided in Section 10.07) unless (a) the Owner gives the Trustee notice stating that an Event of Default is continuing, (b) the Majority Owners make a written request to the Trustee to pursue the remedy, (c) that Owner or Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense, and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

An Owner may not use this Agreement to prejudice the rights of another Owner or to obtain a preference or priority over the other Owners.

**Section 10.07. Rights To Receive Payment.** This Agreement preserves the right of any Owner to receive payment of principal, premium, if any, and interest on a Bond, on or after the due dates expressed in the Bond, or to sue for the enforcement of any such payment on or after such dates. These rights of an Owner may not be impaired or affected without that Owner's consent.

**Section 10.08. Collection Suit by Trustee.** If an Event of Default occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the County for the whole amount remaining unpaid.

**Section 10.09. Trustee May File Proofs of Claim.** (a) The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee and the Owners allowed in any judicial proceedings relative to the County, its creditors or its property. Unless prohibited by law or applicable regulations, may vote on behalf of the Owners in any election of a trustee in bankruptcy or other person performing similar functions.

(b) If the Trustee incurs expenses or renders services in any proceedings resulting from any Default or Event of Default, the parties intend that the expenses incurred and compensation for services rendered will constitute expenses of administration under the United States Bankruptcy Code or any similar state or federal law.

**Section 10.10. Priorities.** If the Trustee collects any money pursuant to this Article, it must deposit that money in a special account in the Payment Fund and pay out that money in the following order:

(a) If the principal of all Bonds has not become or will not be declared due and payable, all the moneys in the Payment Fund will be applied as follows and in the following order:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring the Event of Default and pursuing remedies under this Agreement, including reasonable compensation to its or their agents, attorneys and counsel.

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments, beginning with the earliest unpaid installment. If the amount available is not sufficient to pay in full any installment or installments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference.

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal on any Bonds which have become due, whether at maturity or by call for redemption, in the order of their due dates, beginning with the earliest unpaid installment, with interest on the overdue principal at a rate equal to the rate paid on the Bonds. If the amount available is not sufficient to pay in full all the amounts due on the Bonds on any date, together with the required interest, then to the payment thereof ratably, according to the amounts of principal due on that date to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all Bonds has become or has been declared due and payable, all the money will be applied (i) first to pay the fees and expenses as described in subsection (a), and then (ii) to pay the principal and interest then due on the Bonds, without preference or priority of principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, in each of these cases to the persons entitled thereto without any discrimination or privilege.

The Trustee may fix the date for any payment to Owners under this Section.

**Section 10.11. Undertaking for Costs.** In any suit for the enforcement of any right or remedy under this Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable legal fees, against any party, having due regard to the merits and good faith of the claims or defenses made by the party. This Section does not apply to a suit by the Trustee or any authorized suit by any Owner.

## ARTICLE XI

## DISCHARGE OF TRUST AGREEMENT

**Section 11.01. Bonds Deemed Paid; Discharge of Trust Agreement.** Any Bond will be deemed paid for all purposes of this Agreement when (a) payment of the principal, premium, if any, and interest on that Bond to the due date of those amounts (whether at maturity, upon redemption or otherwise) either (i) has been made in accordance with the terms of the Bonds or (ii) has been provided for by irrevocably depositing with the Trustee or other fiduciary in escrow (A) cash sufficient to make the payments or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make those payments and which are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder, and (b) all compensation and expenses of the Trustee have been paid or provided for to the Trustee's satisfaction.

The sufficiency of the deposit referenced above must be evidenced or verified by a certificate or other writing, in form and substance satisfactory to the Trustee, of a person or entity experienced in making these calculations as the County may select.

When a Bond is deemed paid as a result of a deposit as provided under (ii) above, it is no longer secured by or entitled to the benefits of this Agreement, and all rights to payment of those Bonds are limited to payment from the moneys or Federal Securities that have been deposited. Those Bonds, however, may still be transferred, exchanged, registered or replaced as provided in Article XIV, and still

represent installment contracts and obligations of the County payable from that special fund.

Notwithstanding the foregoing, the County may make no deposit under clause (a)(ii) above until the County has furnished the Trustee an Opinion of Bond Counsel to the effect that the deposit of cash or Federal Securities will not cause the Bonds to become "arbitrage bonds" within the meaning of the Code if the interest on those Bonds is intended to be not included in gross income for federal income tax purposes. Also, if a Bond is to be prepaid prior to maturity, notice of redemption of the Bond must be given in accordance with this Agreement or any supplement or amendment for the deposit to be deemed a payment of that Bond. If the Bond, however, is not to be paid or prepaid within the next 60 days following the deposit date, the County must give the Trustee, in form satisfactory to the Trustee, irrevocable written instructions as follows:

(A) to provide notice to the Bondholders, as soon as practicable, that the County has made the deposit required by (a)(ii) above and that the Bond is deemed to be paid under this Article, and further stating the maturity or redemption date upon which moneys are to be available for the payment of the principal with respect to the Bond, and

(B) to give notice of redemption not less than 30 nor more than 60 days prior to the redemption date for that Bond as provided in this Agreement or any supplement or amendment.

When all Outstanding Bonds are deemed paid under this Section, the Trustee must, upon the County's request, acknowledge the discharge of the lien of this Agreement and repay any excess amounts remaining on deposit in the Funds established under this Agreement to the County.

The County agrees that no deposit must be made or accepted, and no use made of any deposit, that would cause any Bonds to be treated as "arbitrage bonds" within the meaning of the Code if the interest on that Bond is intended to be not included in gross income for federal income tax purposes.

**Section 11.02. Application of Trust Money.** The Trustee must hold in trust money or Federal Securities deposited with it pursuant to Section 11.01 and must apply the deposited money and the money paid with respect to the Federal

Securities in accordance with this Agreement only to the payment of principal, interest and any applicable redemption premium with respect to the affected Bonds.

## ARTICLE XII

## INVESTMENT OF MONEYS IN FUNDS

### Section 12.01. Investments Authorized.

(a) Subject to the further provisions of this Article XII, the Trustee must invest and reinvest moneys held by it under this Agreement upon the County's written direction in Investment Obligations that are Legal Investments. All investments, if registrable, must be registered in the name of the Trustee or its assignee for the benefit of the Owners and held by the Trustee. If the County does not provide the Trustee with written direction as to any investment or reinvestment of moneys held under this Agreement, the Trustee will invest or reinvest those moneys in the North Carolina Capital Management Trust (or its successor).

(b) The Trustee may purchase or sell, to itself or to any affiliate, as principal or agent, any investments of funds held under this Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment, may make any investment through its bond or investment department or those of its affiliates, and may charge its ordinary and customary fees for those transactions.

(c) The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made in accordance with this Section. The Trustee may conclusively rely on the County's investment directions as to both the suitability and legality of any investment made at the County's direction, and therefore the Trustee has no obligation or responsibility with respect to whether any particular investment is a Legal Investment or an Investment Obligation within the meaning of this Agreement.

(d) The County must direct the investment and reinvestment of all moneys in Investment Obligations having maturities not extending beyond the date on which the County estimates those moneys are to be needed for their intended purposes. Investments will be considered as maturing on the date on which they are redeemable without penalty at the holder's option or the date on which the Trustee may require their repurchase without penalty pursuant to a repurchase agreement.

**Section 12.02. Held in Trust.** The moneys and investments held by the Trustee under this Agreement are irrevocably held in trust for the benefit of the Owners, and those moneys, and any income or interest earned thereon, must be expended only as provided in this Agreement. To the extent permitted by law, those moneys and investments will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the County, other than the Owners.

**Section 12.03. Investments Part of Fund.** Any income, profit or loss on the investment of moneys held by the Trustee under this Agreement must be credited to the respective fund to which those moneys are credited, except as otherwise provided in this Agreement.

**Section 12.04. Accounting.** The Trustee must furnish to the County, not less frequently than monthly, an accounting of all investments made by the Trustee in all funds and accounts held by the Trustee. These accountings may be supplied in the form of the Trustee's customary statements. The Trustee must keep accurate records of all funds administered by it and of all Bonds paid and discharged. Although the County recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the County agrees that the Trustee is not required to issue broker confirmations of investments for any month for which the Trustee delivers a monthly statement.

**Section 12.05. Valuation.** To determine the amount on deposit in any Fund or Account held under this Agreement, the Trustee must value any investment credited to a Fund or Account at its market value. The Trustee must make these valuations annually as of each June 30, beginning June 30, 2025, and at such additional times as this Agreement may require or as the County may request. The County may not make more than one request in a calendar month.

**Section 12.06. Disposition.** The Trustee must sell, or present for redemption, and reduce to cash any investment in a Fund or Account whenever the cash balance in the Fund or Account is insufficient for its purposes.

**Section 12.07. Commingling of Moneys in Funds.** The Trustee must separately account for all Funds and Accounts held by it under this Agreement. With the County's approval, however, the Trustee may commingle for investment purposes any funds held under this Agreement with any other funds.

**Section 12.08. Information Concerning Investments.** The Trustee must establish and maintain written records regarding investments made under this Article XII and must supply the information to the County at its request. The Trustee's records must show for each investment obligation information as to: (a) purchase date; (b) purchase price; (c) any accrued interest paid; (d) face amount; (e) coupon rate; (f) periodicity of interest payments; (g) disposition price; (h) any accrued interest received; and (i) disposition date.

**Section 12.09. Restricted Yield Investments.** The County may direct the investment of any funds held under this Agreement without regard to yield, despite any provision in this Agreement directing investment with regard to the Restricted Yield, but only if the County provides the Trustee with an Opinion of Bond Counsel, in form and substance reasonably acceptable to the Trustee, to the effect that such an investment would not adversely affect any exclusion from gross income that would otherwise be applicable to interest payments on the Bonds.

## ARTICLE XIII

## AMENDMENTS OF AND SUPPLEMENTS TO TRUST AGREEMENT, BONDS OR DEED OF TRUST

**Section 13.01. Without Owners' Consent.** The County and the Trustee may amend or supplement this Agreement, any Bonds or the Deed of Trust without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission

(b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority

(c) to subject to this Agreement additional collateral or to add other agreements of the County, including the addition of real estate or other collateral to be subject to the lien of this Agreement or the Deed of Trust

(d) to permit the qualification of this Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Agreement or any

other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute

(e) to provide for the issuance of Additional Bonds as otherwise permitted by this Agreement

(f) to provide for Bonds to be issued or exchanged for Bonds in any other form or format at that time permitted by law

(g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond registrar separate from the Trustee

(h) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may conclusively rely on a County Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 13.01.

At least five Business Days prior to its execution and delivery of any supplemental agreement or instrument for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement or instrument to be mailed first-class, postage prepaid, to the LGC and to all Owners of Bonds at the addresses shown in the register maintained pursuant to Section 14.05. The notice must briefly set forth the nature of the proposed agreement or instrument, or include a copy, and state that copies of the proposed agreement or instrument are available to all Owners of Bonds upon written request to the County or the Trustee at addresses stated in the notice.

The County must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement or instrument.

**Section 13.02. With Owners' Consent.** (a) If Section 13.01 does not permit an amendment of or supplement to this Agreement, any Bonds or the Deed of Trust without any consent of Owners, the County and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners.

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Agreement, the Deed of Trust or any Bonds may (i) extend the

maturity of the principal or interest on any Bond; (ii) reduce the principal amount of, or rate of interest on, any Bond; (iii) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) reduce the percentage of the principal amount of the Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the Bonds from the federal gross income of the Owner of any Bond to which that interest was intended to be entitled; (vi) change any redemption terms of those Bonds; (vii) create a lien ranking prior to or on a parity with the lien of this Agreement on the property pledged under this Agreement (except with respect to a parity pledge for the benefit of the Owners of Additional Bonds); or (viii) deprive any Owner of the lien created by this Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article XI for the payment of Bonds and those Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

**Section 13.03. Procedure for Amendment with Owners' Consent.**

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not less than five nor more than 45 Business Days after the date the Trustee receives notice or direction from the County to solicit consents.

(b) The Trustee shall provide for there to be mailed to the LGC and to all Owners of Bonds a copy of the proposed supplement or amendment, together with a request to the Owners for their consent. The Trustee shall send this notice by first-class mail, postage prepaid, to the Owners of Bonds at the addresses shown in the register maintained pursuant to Section 14.05, but failure to send or receive copies of the supplement or amendment and request does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not more than 180 nor less than 30 days following the mailing date, as designated by the County, by which consent must be returned to be effective. The County must pay the expenses of any mailing and copies required under this Section.

(c) The proposed supplement or amendment will not become effective unless and until there are filed with the Trustee the written consent of the Owners

(as of the record date) of not less than a majority in aggregate principal amount of the Bonds Outstanding as of the established record date (exclusive of Bonds disregarded from the calculation as provided in Section 13.04) and the Trustee has mailed the notices required by Section 13.09. Each consent will be effective only if accompanied by proof of ownership of the Bonds for which the consent is given as provided in Section 13.05 and given within the time designated as provided in subsection (b) above.

**Section 13.04. Bonds Excluded from Calculation.** Bonds owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County (except any Bonds held in any pension or retirement fund), are not deemed Outstanding for any action or any calculation of Outstanding Bonds provided for in this Agreement. Similarly, Owners of those Bonds are not entitled to take any action provided for in this Agreement. If, however, all Outstanding Bonds are owned by the County or other Owners described in this paragraph, then none of the Outstanding Bonds are excluded from calculation under this paragraph.

For purposes of this Section, the Trustee may assume that no Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the County's name or (ii) for which the Trustee has received written notice that the Bonds are owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County.

The County and the Trustee intend, however, that the County's ownership or holding of Bonds will not, by itself, give rise to an extinguishment of the Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the Bonds as to which the consent is given are excluded as provided in this Section.

**Section 13.05. Owners' Consents.** Any consent or other instrument required to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. Proof of the execution of the instrument, or of the instrument appointing an agent, and of the

ownership of Bonds, if made in the following manner, will be conclusive for any purposes of this Agreement regarding any action taken by the Trustee.

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding will be proved by the registration books kept pursuant to this Agreement.

**Section 13.06. Effect of Consents.** After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the Bond giving the consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or a subsequent Owner of the same Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 13.09.

**Section 13.07. Trustee's Execution of Amendments and Supplements.** The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and may conclusively rely on an Opinion of Counsel to the effect (a) that the amendment or supplement is authorized by this Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

**Section 13.08. LGC's Consent Required.** No amendment or supplement to this Agreement, the Deed of Trust or the Bonds will become effective unless the LGC delivers to the County and the Trustee its prior written consent to the amendment or supplement.

**Section 13.09. Notice of Amendments and Supplements.** The Trustee must cause notice of the execution of any supplement or amendment to this Agreement or the Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The County must pay the expenses of any mailing and copies required under this Section. Any failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

**Section 13.10. Notation on or Exchange of Bonds.** If an amendment or supplement changes the terms of a Bond, the Trustee may require the Owner of that Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the County agree, in exchange for the Bond the County will execute, and the Trustee will authenticate and deliver, a new Bond that reflects the changed terms.

## ARTICLE XIV

## ADDITIONAL PROVISIONS FOR THE FORM, REGISTRATION AND EXCHANGE OF BONDS

**Section 14.01. Form and Details of Bonds.** Each Series of Bonds will be dated the date of the initial delivery of those Bonds to their initial purchaser. The Bonds will be issuable only as fully registered Bonds in a minimum denomination of $5,000 and integral multiples of $5,000 above the minimum. Each Bond will be payable as to interest (a) from its date, if that Bond is authenticated prior to the Record Date preceding its first Payment Date, (b) from the succeeding Payment Date, if that Bond is authenticated between a Record Date and the succeeding Payment Date, or (c) otherwise from the Payment Date that is, or immediately precedes, the date on which that Bond is authenticated; provided, however, that if at the time of authentication of a Bond any payment of interest on that Bond is in default, then that Bond is payable as to interest from the date to which interest has been paid. Principal, interest and any redemption premium for all Bonds are payable in lawful money of the United States of America.

**Section 14.02. Book-Entry-Only Form.** (a) All Bonds will be issued by means of a book-entry system, with one certificate for each maturity of each series of Bonds immobilized at DTC and not available for distribution to the public. Bonds registered in the name of DTC or its nominee may be held in custody by the Trustee in lieu of immobilization at DTC if permitted under DTC's rules and procedures.

The parties agree that transfer of beneficial ownership interests in the Bonds in the principal amounts of $5,000 and integral multiples of $5,000 above the minimum will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, interest and any redemption premium on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. The parties agree that transfer of principal, interest and any redemption premium to DTC participants will be DTC's responsibility, and that transfer of principal, interest and any redemption premium on the Bonds to beneficial owners of the Bonds by DTC participants will be the responsibility of those participants and other nominees of beneficial owners. Neither the Trustee nor the County will be responsible or liable for transfer of payments beyond DTC or for maintaining, supervising or reviewing the records maintained by DTC, its participants, or persons acting through those participants.

(b) If (i) DTC determines not to continue to act as securities depository for the Bonds or (ii) the County directs, the County and the Trustee will arrange to discontinue the book-entry system with DTC. If the County designates an alternate qualified securities depository to replace DTC, that depository will replace DTC and all references to DTC in this Agreement will be deemed references to the alternate depository. If the County does not designate another depository to replace DTC, the County must deliver fully registered Bonds as replacements for Bonds in book-entry form for the Trustee's authentication and delivery.

**Section 14.03. Execution.** The Bonds must be signed on the County's behalf by the manual or facsimile signature of the presiding officer of the County Board or the County Manager, and the County's seal must be impressed or imprinted on the Bonds by facsimile or otherwise and attested by the manual or facsimile signature of the County Clerk or any Deputy or Assistant Clerk. If any County officer whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, that Bond is nevertheless valid. If a person signing a Bond is the proper officer on the actual date of execution, the Bond is valid even if that person is not the proper officer on the nominal date of action.

**Section 14.04. Authentication.** Each Bond must bear a certificate of authentication from the Trustee. No Bond will be valid until the Trustee has duly executed the certificate of authentication and inserted the authentication date on that Bond. The Trustee must authenticate each Bond with the signature of an authorized representative or employee, but it is not necessary for the same person to authenticate all the Bonds. Only Bonds authenticated as provided in this Section are entitled to any right or benefit under this Agreement.

**Section 14.05. Registration and Exchange of Bonds; Persons Treated as Owners.** The Trustee will establish and maintain a register as to the ownership of Bonds. An Owner may exchange and transfer Bonds only through the register. Upon surrender for transfer to the Trustee of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's duly authorized attorney, the Trustee will authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee.

Bonds may be exchanged for an equal total principal amount of Bonds of different but authorized denominations. The Trustee must authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding.

The Trustee is not required to exchange or register the transfer of any Bond after the giving of notice calling such Bond for redemption. If it does, the Trustee must deliver to the transferee any applicable redemption notice when it effects a transfer or exchange of any Bond after the mailing of notice calling the Bond or any portion of the Bond for redemption.

The Owner is the absolute owner of the Bond for all purposes, and payment of principal and interest will be made only to or upon the written order of the Owner or the Owner's legal representative, except that payments will be made to the persons shown as the owners as of the applicable Record Date.

The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but must not impose any other charge.

**Section 14.06. Mutilated, Lost, Stolen or Destroyed Bonds.**

(a) If any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the County must execute, and the Trustee must authenticate and deliver, a replacement Bond, of the same tenor as the damaged, mutilated, lost, stolen or destroyed Bond, in the manner provided below.

(b) (i) The Owner must apply to the Trustee for exchange and substitution of damaged, mutilated, lost, stolen or destroyed Bonds. In every case, the applicant for a replacement Bond must furnish to the County and the Trustee such security or indemnity as each may reasonably require. In every case of loss, theft or destruction of a Bond, the applicant must also furnish to the County and the Trustee evidence to their reasonable satisfaction of the loss, theft or destruction. In the case of damage or mutilation of a Bond, the applicant must surrender the damaged or mutilated Bond.

(ii) Notwithstanding the foregoing, if any such Bond has matured, and no default is then continuing in the payment of the principal or interest on that Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, provided security or indemnity is furnished as provided above in the case of a lost, stolen or destroyed Bond.

(c) The requirements for indemnity in this Section are in addition to any requirements imposed by law, including any requirements of General Statutes Section 159-137.

(d) The Trustee shall charge the Owner of such Bond with all expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued pursuant to the provisions of this Section because any Bond is lost, stolen or destroyed, whether or not the lost, stolen or destroyed Bond may be found at any time, or may be enforceable by anyone, is entitled to all the benefits of this Agreement equally and proportionally with all other Bonds duly issued under this Agreement.

**Section 14.07. Cancellation.** Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise) or for transfer, exchange or replacement, the Trustee must promptly destroy the Bond and deliver a written certificate of that destruction to the County.

**Section 14.08. Temporary Bonds.** Prior to the preparation of Bonds in definitive form the County may execute, and the Trustee must then authenticate and deliver, temporary Bonds in any denominations as the County may determine, but otherwise in substantially the form set out in this Agreement. The County must promptly prepare, execute and deliver to the Trustee, before the first Payment Date for those Bonds, permanent Bonds in definitive form, and thereupon, upon surrender of Bonds in temporary form, the Trustee will authenticate and deliver in exchange therefor Bonds in definitive form of the same maturity and having an equal aggregate principal amount. Until exchanged for Bonds in definitive form, Bonds in temporary form are entitled to the lien and benefit of this Agreement.

**Section 14.09. Non-Presentment of Bonds.** (a) If any Bond is not presented for payment when the principal of that Bond becomes due (whether at maturity, upon acceleration or call for redemption or otherwise), all liability to the Owner for the payment of that Bond will be completely discharged if funds sufficient to pay the Bond and the premium, if any, and interest due on that Bond are held by the Trustee for that Owner's benefit. It is then the Trustee's duty to hold these funds subject to subsection (b) below, without liability for interest, for the benefit of the Owner. The Owner will thereafter be restricted exclusively to those funds for any claim of whatever nature under this Agreement with respect to that Bond.

(b) Notwithstanding any provision of this Agreement to the contrary, the Trustee must dispose of moneys held by it for the payment of principal, premium, or interest on Bonds left unclaimed for five years after the date the principal on those Bonds becomes due in accordance with N.C. Gen. Stat. Sec. 116B-51 or any successor provision. After the disposition, the Owners of those Bonds are thereafter entitled to look only to their remedies under N.C. Gen. Stat. Chapter 116B or any successor provision. The Trustee and the County have no further responsibility with respect to that money or for that payment.

**Section 14.10. Supplemental Agreements May Vary Terms.** Any supplement or amendment to this Agreement may, by its express terms only, vary any of the terms and provisions of this Article with respect to any Series of Bonds.

## ARTICLE XV

## MISCELLANEOUS

**Section 15.01. Notices.**

(a) Any communication provided for in this Agreement must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.

(b) For the purposes of this Agreement, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section 9.02.

(c) Any other communication under this Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Pender County, Attn: County Manager, Re: Notice for 2024 Financing for Human Services Building, 805 S. Walker Street, Burgaw, NC 28425

(ii) if to the Trustee, to U.S. Bank Trust Company, National Association, Attention: Corporate Trust Services, Regarding: Notice under 2024B LOBs Financing for Pender County (North Carolina), 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202

(iii) if to the LGC, to North Carolina Local Government Commission, Attention: Secretary, Re: Re: Notice for 2024B Pender County LOBs Financing, 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Agreement requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

**Section 15.02. Limitation of Rights.** Nothing expressed or implied in this Agreement or the Bonds gives any person other than the Trustee, the County and the Owners any right, remedy or claim under or with respect to this Agreement.

**Section 15.03. Severability.** If any provision of this Agreement is determined to be unenforceable, that does not affect any other provision of this Agreement.

**Section 15.04. Non-Business Days.** If a Payment Date is not a Business Day, then payment may be made on the next Business Day, and no interest will accrue for the intervening period. When any other action is provided in this Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may be done on the next ensuing Business Day.

**Section 15.05. Governing Law; Forum.** The parties intend that North Carolina law will govern this Agreement, the Bonds, and all matters of their interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Pender County, North Carolina.

**Section 15.06. Limitation on Liability of Officers and Agents.** No officer, agent or employee of the County, the Trustee or the LGC is subject to any personal liability or accountability by reason of that officer's execution of this Agreement, the Bonds or any other documents related to the transactions contemplated by this Agreement. These officers or agents are deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law or by this Agreement.

**Section 15.07. Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**Section 15.08. Waiver of Notice.** Whenever in this Agreement the giving of notice is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 15.09. Counterparts.** This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

**Section 15.10. Definitions; Rules of Interpretation.** Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B, and this Agreement will be interpreted in accordance with the rules set forth in Exhibit B.

***[The remainder of this page has been left blank intentionally.]***

***IN WITNESS WHEREOF,*** the parties hereto have caused this Agreement to be signed, sealed and delivered in their corporate names by their duly County Representatives, all as of October 1, 2024.

**(SEAL)**

**ATTEST:**

**PENDER COUNTY, NORTH CAROLINA**

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,** as Trustee

By: _____

Printed name: _____

Title: _____

Exhibits:

A Project description
B Definitions; Rules of Interpretation
C Form of the Bonds
D Schedule of principal and interest payments
E Form of requisition

[Trust Agreement dated as of October 1, 2024]

# Exhibit A – Project Description

The Project consists of the construction and equipping of a new human services building.

| Component | Estimated amount ($) |
|---|---|
| Construction and equipping of a new human services building | |
| Financing Costs | |
| | |
| **TOTAL** | |

The amounts stated above are estimates only. The County may use any portion of the Amount Advanced for any of the Financed Facilities or any of the Financing Costs, subject to the County's obligation to undertake and complete those components of the project related to the Pledged Facilities and the limitation on the use of funds only for Project Costs.

# Exhibit B -- Definitions; Rules of Interpretation

***Definitions.*** For all purposes of this Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2024B Bonds" means the [$49,000,000] original aggregate principal amount Limited Obligation Bonds, Series 2024B, issued pursuant to this Agreement.

"Additional Bonds" means any Bonds delivered pursuant to Section 1.06.

"Additional Payments" means the Trustee's reasonable and customary fees and expenses, any of the Trustee's expenses (including legal fees, costs and expenses) in prosecuting or defending any action or proceeding in connection with this Agreement, or any other amounts payable by the County as a result of its covenants under this Agreement, the Bonds or the Deed of Trust (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Agreement or in the Deed of Trust).

"Amount Advanced" has the meaning assigned in Section 1.01.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized on the subject of municipal obligations as the County may select from time to time.

"Bond Payments" means all the amounts due for payment of principal, interest and redemption premium (as applicable) on Bonds.

"Bondholder," means the person in whose name a Bond is registered on the registration books maintained by the Trustee.

"Bonds" means, together, the 2024B Bonds and all Additional Bonds.

"Business Day" means any day (a) other than a day on which banks in New York, New York, or the city to which notices to the Trustee under this Agreement are to be sent, are required or authorized to close, and (b) on which the New York Stock Exchange is not closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties and the 2024B Bonds are delivered to their initial purchaser, which the parties expect to be on or about October 22, 2024.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Bonds.

“Construction Contract” means any agreement between the County and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

“Contract Payments” means all Bond Payments and Additional Payments.

“Contract Term” means the time beginning with the Closing Date and continuing until no Bonds are Outstanding under this Agreement.

“County” means Pender County, North Carolina, or its successors.

"County Board" means the County's governing board as from time to time constituted.

“County Certificate” means any written document (in whatever form, however designated) executed and delivered by a County Representative.

"County Representative" means the County Manager, the County’s statutory finance officer, or any other person or persons at the time designated, by a written certificate furnished to the Trustee that (a) is signed on the County's behalf by the County Manager or the presiding officer of the County Board to act on the County's behalf (or to perform any specified act) under this Agreement, and (b) contains the specimen signature of the designated person.

"Deed of Trust" means the Deed of Trust and Security Agreement dated as of October 1, 2024, from the County to a deed of trust trustee for the Trustee’s benefit, as it may be duly amended or supplemented.

“Deed of Trust Trustee” means the person or entity serving in that capacity from time to time under the Deed of Trust.

“Default” means an event or condition that, with notice or the passage of time or both, would become an Event of Default.

"DTC" means The Depository Trust Company, New York, New York, or its successors as the securities depository maintaining a book-entry system for recording beneficial ownership interests in the Bonds

“EMMA System” means the “EMMA” continuing disclosure system maintained by the MSRB, or any successor to its functions.

"Event of Default" has the meaning set forth in Section 10.01.

"Event of Nonappropriation" means a failure or refusal by the County Board to include funds for Contract Payments in the County’s budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 4.02.

"Federal Securities" means, to the extent the same are Legal Investments, (a) direct obligations of the United States of America for which its full faith and credit are pledged, or (b) securities or obligations evidencing direct ownership interests in specified portions (principal or interest) of obligations described in (a), and expressly includes obligations stripped by the United States Treasury itself.

“Financed Facilities” means any facilities, equipment or other assets or undertakings paid for in whole or in part from the proceeds of Bonds, including the Pledged Facilities.

“Financing Costs” means all professional and administrative costs related to the authorization, execution and delivery of Bonds, including printing and publication costs and legal, accounting, advisory and other fees and expenses. Financing Costs are a subset of Project Costs.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, 2025.

"Independent Counsel" means an attorney duly admitted to the practice of law in the State as the County may select from time to time.

"Interest Account" means the account of that name in the Payment Fund established in Section 3.04.

"Legal Investments" means all investments as are legal investments for the County's funds, as determined at the time of investment, and "Investment Obligations" means the securities purchased as Legal Investments and held under this Agreement.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Majority Owners" means, as of any date, the Owners of at least a majority in principal amount of the Bonds then Outstanding.

"Mortgaged Property" has the meaning assigned to that term in the Deed of Trust, and generally includes the Pledged Facilities and the Pledged Sites.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor to its functions.

"Net Proceeds" means all payments and proceeds derived from (a) claims made on account of insurance coverages required under this Agreement, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Mortgaged Property, (c) proceeds of title insurance related to the Mortgaged Property, or (d) any sale of the Pledged Facilities, as well as all judgments, settlements or other payments in lieu of any of the foregoing, but in any case reduced by the sum of all amounts (including legal fees, costs and expenses) expended by the County or the Trustee (i) to collect those gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Net Proceeds Fund" means the Pender County 2024 Net Proceeds Fund established in Section 3.04.

"Opinion of Counsel" or "Opinion of Bond Counsel" means a written opinion of Independent Counsel or Bond Counsel, as appropriate.

"Outstanding," when used with reference to Bonds, or "Bonds Outstanding," means all Bonds which have been authenticated and delivered by the Trustee under this Agreement and not yet paid, except the following:

(a) Bonds canceled or purchased by or delivered to the Trustee for cancellation;

(b) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which the Trustee holds sufficient moneys;

(c) Bonds deemed paid in accordance with Article XI; and

(d) Bonds in lieu of which others have been authenticated under Section 14.05 (relating to registration and exchange of Bonds) or Section 14.06 (relating to mutilated, lost, stolen, destroyed or undelivered Bonds).

"Owner," when used with reference to a Bond, means the person in whose name that Bond is registered on the registration books maintained by the Trustee.

"Payment Date" means, with respect to the 2024B Bonds, each April 1 and October 1 beginning April 1, 2025, and with respect to any Additional Bonds means the dates specified for principal and interest payments with respect to those Additional Bonds.

"Payment Fund" means the Pender County 2024 Bond Payment Fund established in Section 3.04.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances shown on Exhibit C to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 5.14, (c) the Deed of Trust, (d) any lien or encumbrance made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the County pursuant to Section 1-6 of the Deed of Trust.

“Pledged Facilities” has the meaning ascribed to that term in the Deed of Trust, and generally includes the planned new human services building.

“Pledged Sites” has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located (or are to be constructed) and associated property.

"Redemption Account" means the account of that name in the Payment Fund established in Section 3.04.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the United States Securities Exchange Commission under the Securities Act of 1934.

"Principal Account" means the account of that name in the Payment Fund established in Section 3.04.

“Project” has the meaning ascribed to that term in the recitals to this Agreement.

“Project Costs” means all costs of carrying-out of the Project, including the costs of the design, planning, constructing, acquiring, installing, equipping of improvements to the Pledged Facilities, all as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Bonds to which it is intended that interest will be entitled. “Project Costs” include (a) sums required to reimburse the County or its agents for advances made for any costs otherwise described in this definition, (b) interest during the period of acquisition and construction of improvements and for up to six months thereafter, and (c) all Financing Costs.

"Project Fund" means the Pender County 2024B Project Fund established in Section 3.01.

"Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date.

"Restricted Yield" has the meaning set out in Section 3.06.

“Section 160A-20” means Section 160A-20 of the North Carolina General Statutes.

"State" means the State of North Carolina.

"Term Bonds" means the 2024B Bonds maturing in the years _____and _____, which are subject to sinking fund redemption as provided in Section 2.01(b) and 2.05.

"Trust Agreement" or "Agreement" means this Agreement, as it may be duly amended or supplemented.

"Trustee" means the bank or trust company from time to time serving as trustee under this Agreement, whether the original or a successor Trustee.

***Rules of Interpretation.*** Unless the context otherwise requires,

(a) An accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles, and any accounting term should be understood to include any successor term or other new term with a substantially equivalent function.

(b) Unless otherwise indicated, references to Articles, Sections and Exhibits are to the Articles, Sections and Exhibits of this Agreement.

(c) Words importing the singular will include the plural and vice versa, and words importing the masculine gender will include the feminine and neuter genders as well, and vice versa.

(d) The headings on sections and articles are solely for convenience of reference. They do not constitute a part of this Agreement nor should they affect its meanings, construction or effect.

(e) Words importing the redemption or calling for redemption of Bonds should not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) Reference to any statute or regulation should be understood to include any successor provision.

(g) All references to the payment of Bonds are references to payment of principal of and premium, if any, and interest with respect to the Bonds; and

(h) The use of the term “including” should in all cases be understood to mean “including, without limitation.”

# Exhibit C – Form of 2024 Bond

**REGISTERED** **Number R-X** **REGISTERED**

# PENDER COUNTY, NORTH CAROLINA

## Limited Obligation Bond, Series 2024B

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|---|---|---|---|
| _____ % | October 1, ____ | October 22, 2024 | 555645 XXX |

**REGISTERED OWNER: *****CEDE & CO.*****

**PRINCIPAL AMOUNT: **** _____ THOUSAND DOLLARS****
****($_____,000)***

**PENDER COUNTY, NORTH CAROLINA (the "County"),** for value received, promises to pay, but solely from the sources and in the manner provided, to the registered owner hereof, or registered assigns or legal representative, the principal amount stated above on the maturity date stated above, and to pay interest on this Bond semiannually on each April 1 and October 1, beginning April 1, 2025, at the annual rate stated above.

Interest is payable (a) from the Dated Date stated above, if this Bond is authenticated prior to April 1, 2025, or (b) otherwise from the April 1 or October 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid). Principal and interest are payable in lawful money of the United States of America.

This Bond is one of an issue of [$49,000,000] Limited Obligation Bonds, Series 2024B (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued under, and are equally and ratably secured by, a Trust Agreement dated as of October 1, 2024 (the "Trust Agreement"), between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

This Bond constitutes an installment contract within the meaning of Section 160A-20 of the North Carolina General Statutes, as the same may be in effect from time to time ("Section 160A-20"), between the County and the owner (from time to time) of this Bond. The Bonds are payable solely from funds appropriated on an annual basis by the County's governing Board of Commissioners, and other funds available for the purpose of payment pursuant to the Trust Agreement, such as certain net insurance and condemnation awards and the proceeds of remedial action, which revenues and other moneys have been pledged as described in the Trust Agreement to secure payment of the Bonds. Neither the County's faith and credit nor its taxing power is pledged to the payment of any amounts due under the Bonds. As provided for under Section 160A-20, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Bonds or the Trust Agreement.

To further secure its obligations under the Trust Agreement, the County has granted, for the benefit of the Trustee on behalf of the owners of the Bonds, a security interest in certain public facilities, including the underlying real property, and certain other property pursuant to the Trust Agreement and a Deed of Trust and Security Agreement dated as of October 1, 2024.

Reference is made to the Trust Agreement, the Deed of Trust referenced above and all amendments and supplements for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County and the Trustee, the rights of the Owners of the Bonds and the terms upon which the Bonds are executed, delivered and secured, to all of which provisions the owner of this Bond, by the acceptance of this Bond, agrees. Additional Bonds secured by a parity interest in the property securing the Bonds may be issued under the terms and conditions set forth in the Trust Agreement.

The Bonds are issued by means of a book-entry system, with one certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. Transfer of beneficial

ownership interests in the Bonds in the principal amount of $5,000 or any integral multiple thereof will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal and interest on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. Neither the Trustee nor the County is responsible or liable for the transfer of ownership or payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County so elects, the County and the Trustee will discontinue the book-entry system with DTC. If the County does not identify another qualified securities depository to replace DTC, the County will prepare and execute, and the Trustee will authenticate and deliver in exchange, replacement Bonds in the form of fully registered Bonds.

The Bonds may not be redeemed prior to maturity except as provided in this Bond and in the Trust Agreement.

The Bonds maturing on or October 1, 2035, are subject to redemption at the County's option in whole or in part on any date on or after October 1, 2034, upon payment of the principal amount to be prepaid plus interest accrued to the redemption date, without premium. If less than all the Bonds are to be redeemed pursuant to this provision, they will be redeemed among maturities in any manner the County chooses.

The Trustee will redeem Bonds maturing on October 1, _____, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on October 1 in years and amounts as follows:

| **Year** | **Amount ($)** |
|---|---|
| | |
| | |
| | |

_____
*Final maturity

In addition, the Trustee will redeem Bonds maturing on October 1, _____, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on October 1 in years and amounts as follows:

| **Year** | **Amount ($)** |
|---|---|
| | |
| | |
| | |

_____
*Final maturity

The amount of Bonds to be redeemed on any sinking fund payment date may be reduced in accordance with the provisions of the Trust Agreement.

If less than all the Bonds of any maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for recording beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants will determine which of the Bonds within any such maturity are to be redeemed.

In any case, (1) the portion of any Bond to be prepaid will be in the principal amount of $5,000 or some integral multiple thereof, and (2) in selecting Bonds for redemption, each Bond will be considered as representing that number of Bonds which is obtained by dividing the principal amount of that Bond by $5,000. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unpaid portion will be issued to the registered owner upon the surrender of the Bond.

The Trustee will send notice of redemption to DTC or its nominee as the Owner of the Bonds as provided in the Trust Agreement. The Trustee will send the notice not more than 60 days nor less than 30 days prior to the date fixed for redemption. Neither the Trustee nor the County is responsible for sending notices of redemption to anyone other than DTC or its nominee, so long as all the Bonds to be redeemed are held in a book-entry-only form with DTC.

If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the principal and interest accrued to the redemption date with respect to the Bonds called for redemption, the Bonds or portions thereof thus called for redemption will cease to accrue interest from and after the redemption date, will no longer be entitled to the benefits provided by the Trust Agreement, and will not be deemed to be Outstanding under the Trust Agreement.

The Owner of this Bond has no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. Changes to or supplements of the Trust Agreement may be made to the extent and in the circumstances permitted by the Trust Agreement.

Ownership of this Bond will be registered on the Bond register (as provided for in the Trust Agreement) to be kept for that purpose by the Trustee, which will act as Bond registrar for the Bonds. This Bond may be exchanged, and its transfer may be effected, only by the Owner hereof in person or by attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon exchange or registration of such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued in exchange therefor.

The County and the Trustee may deem and treat the person in whose name this Bond will be registered on the Bond register as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of and interest due on this Bond and for all other purposes, and neither the County nor the Trustee will be affected by any notice to the contrary, except that interest payments will be made to the persons shown as Owners on the Trustee's registration books on the **Record Date**, which is the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each Payment Date.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the execution and delivery of this Bond have happened, exist and have been performed.

This Bond and the issue of which it is a part are issued with the intent that North Carolina law will govern this Bond and all matters of its interpretation.

This Bond will not be entitled to any benefit under the Trust Agreement or be valid or obligatory for any purpose until the Trustee has executed the Certificate of Authentication appearing on this Bond.

***[The remainder of this page has been left blank intentionally.]***

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed, sealed and delivered by duly County Representatives, as of the day and year first above written.

**(SEAL)**

**ATTEST:**

**PENDER COUNTY, NORTH CAROLINA**

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

**[Pender County, North Carolina**
**[$49,000,000] Limited Obligation Bonds, Series 2024B]**

This Bond has been approved under the provisions of Section 160A-20 and Article 8, Chapter 159 of the General Statutes of North Carolina.

Jennifer Wimmer
Deputy Secretary, North Carolina
Local Government Commission

By _____
[Jennifer Wimmer
or Designated Assistant]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds referred to in the Trust Agreement dated as of October 1, 2024 (the "Trust Agreement"), between Pender County, North Carolina, and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

Date of Authentication: _____

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee**

By: _____
Authorized Representative

**[Pender County, North Carolina**
**[$49,000,000] Limited Obligation Bonds, Series 2024B]**

**ASSIGNMENT**

***FOR VALUE RECEIVED*** the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

(Please print or type transferee's name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

| |
|---|
| |

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

(Signature of Owner)

_____

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

NOTICE: The signature above must correspond with the name the Owner as it appears on the front of this certificate in every particular without alteration or enlargement or any change whatsoever.

## EXHIBIT D – Schedule of Payments on 2024B Bonds

Principal is payable in the amounts and on the dates as shown below, subject to redemption of Bonds as provided in this Agreement. Interest is payable on the dates shown below.

All the Bonds will bear interest from the Closing Date until paid. Interest is calculated at the rates shown in Section 1.03. The schedule below shows the expected interest payment amounts. The County's obligation on each Payment Date is the amount shown above as the "total payment" for that date, subject to adjustment as provided in Section 3.05(c).

Payments are due to the Bondholders on the indicated Payment Dates. The County will deposit the amounts required for payment with the Trustee by the 25th day of the month preceding the Payment Date.

| Payment Date | Principal ($) | Interest ($) | Total Payment ($) |
|---|---|---|---|
| [To come] | | | |
| | | | |
| | | | |

# Exhibit E – Form of Requisition

[Date] _____

U.S. Bank Trust Company, National Association, as trustee
Attention: Corporate Services
RE: Request by Pender County, North Carolina (the "County"), for disbursement of funds from a Project Fund created under a Trust Agreement dated as of October 1, 2024 – Human Services Building Financing
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202

To the Trustee:

Pursuant to the terms and conditions of the above-referenced Trust Agreement, the County authorizes and requests the disbursement of funds from the "Pender County 2024B Project Fund" (the "Project Fund") established under that Trust Agreement for the costs described below. Capitalized terms used in this requisition and not otherwise defined have the meanings ascribed in the Trust Agreement.

This is requisition number ____ from the Project Fund.

| | |
|---|---|
| **Total Amount for Disbursement** | |
| **Payee** | |
| **Payee's address or wiring instructions** | |

The County makes this requisition pursuant to the following representations:

1. The County has appropriated in its current fiscal year funds sufficient to pay the Bond Payments and estimated Additional Payments due in the current fiscal year.

2. The purpose of this disbursement is for payment of Project Costs as provided for in the Trust Agreement.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The County has insurance in place that complies with the insurance requirements of the Trust Agreement.

8. No portion of the amounts set forth in this requisition represents amounts paid or payable as North Carolina state sales taxes.

**PENDER COUNTY, NORTH CAROLINA**

By: ***[Exhibit Form Only – Do Not Sign]***

Title: _____
County Representative

# Pender County
# Approval of Budget and Contract Amendment and Purchase Order increase to Bobbitt for construction of the DHHS Facility Project

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Meg Blue |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Approval of Budget and Contract Amendment and Purchase Order increase to Bobbitt for construction of the DHHS Facility Project |

**SUMMARY:**
This item will serve as the authorization to execute proper budget and contract amendment documents and increase the purchase order to Bobbitt for construction of the DHHS facility project. Please see attached documentation to make this authorization official and proceed accordingly.

**ACTION REQUESTED:**
Approval of Budget and Contract Amendment and Purchase Order increase to Bobbitt for construction of the DHHS Facility Project

**Project Cost Estimate**
**New Consolidated Human Services**
**Pender County Health Department and Department of Social Services**
**Burgaw, North Carolina**
**8/5/2024**

| | | | | NOTES |
|---|---|---|---|---|
| 1 | Site Development and Construction: | $/SF | | |
| | 87,430 SF | 460 | $40,198,032.00 | |
| | ***SUBTOTAL*** | | ***$40,198,032.00*** | |
| 2 | Land and Rights | | $0.00 | |
| | ***SUBTOTAL*** | | ***$0.00*** | |
| 3 | Legal | | $0.00 | |
| | ***SUBTOTAL*** | | ***$0.00*** | |
| 4 | Other (Appraisal, Interest, Permits) | | $0.00 | |
| | Land Surveying | | $0.00 | |
| | Bid Advertising | | $0.00 | |
| | Permits & Application Fees | | $234,000.00 | |
| | Material Testing/Inspections | | $50,000.00 | |
| | ***SUBTOTAL*** | | ***$284,000.00*** | |
| 5 | Architectural Fee: | | $2,700,000.00 | |
| | ***SUBTOTAL*** | | ***$2,700,000.00*** | |
| 6 | Equipment | | | |
| | Equipment and Furnishings | | $2,004,718.00 | |
| | ***SUBTOTAL*** | | ***$2,004,718.00*** | |
| 7 | Contingencies | | | |
| | Permit Review Comments Contingency | | $250,000.00 | |
| | Bobbitt Construction Contingency | | $1,237,497.00 | |
| | ***SUBTOTAL*** | | ***$1,487,497.00*** | |
| | **Total** | | **$46,674,247.00** | |

In providing this opinion of probable cost, it must be understood that we have no control over costs or the price of labor, equipment or materials, contractors' methods of determining bid prices, competitive bidding, market or negotiating conditions. Accordingly, we cannot and do not warrant that bids or negotiated prices will not vary from our opinion. We make no warranty, express, or implied, as to the accuracy of any opinion we may give as compared to bid or actual cost.

| | |
|---|---|
| Sales Tax Return | |
| DSS Reimbursement | |
| Economic Impact | |
| | **#VALUE!** |

Tuesday, August 6, 2024

## Pender County Budget Ordinance Amendment

**Fiscal Year** FY 2024-2025

**Department** VARIOUS

### REVENUES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 60-335200-6094 | USDA RD LOAN | -25400000 |
| 2 | 60-397000-6094 | CONTRIB FROM GEN FUND | 2000000 |
| 3 | 60-340000-6094 | BOND PROCEEDS | 44000000 |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Proposed Amendment:**

### EXPENDITURES

| | Account # (ORG-OBJECT) | Account Description | Amount |
|---|---|---|---|
| 1 | 60-407460-6094 | CONSTRUCTION | 20600000 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

**Total Revenues** 20600000

**Total Expenditures** 20600000

**Budget Amendment Balances when Zero.** 0

**Prepared By:** Angela Miller

**Email** amiller@pendercountync.gov

# Pender County
# Re-appointments to the Novant- Pender Memorial Hospital Board

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Lexi Stanfield |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | Re-appointments to the Novant- Pender Memorial Hospital Board |

**SUMMARY:**
Denise Houghton is currently serving as the district 1 representative on the Novant Pender Memorial Hospital Board of Trustees. She has applied for reappointment to the Board and is recommended by the Chair of the Hospital Board for reappointment. Ms. Houghton has a long-standing history in the health field. She has experience working as the Regional Health Education Consultant for NC Department of Health and Human Services, the Health Promotions Direction for New Hanover County Health Department, and the Executive Director of the American Cancer Society. She has served on numerous Boards over the years such the Advisory Board of Health and Share the Table. Should the Board vote to reappoint her, her new term would begin January 1, 2025, and expire on December 31, 2028.

Myra McDuffie is currently serving as the district 5 representative on the Novant Pender Memorial Hospital Board of Trustees. She has applied for reappointment to the Board and is recommended by the Chair of the Hospital Board for reappointment. Ms. McDuffie has a long-standing history in the health field. She has experience working as the Respiratory Therapist at Downstate Medical Center, Assistant Director of Respiratory of Vanderbilt Skilled Nursing Facility, and is now the owner of local business MeMa's Chick'n and Ribs. She has served on numerous Boards over the years such the Burgaw Tourism Development Authority and the Burgaw Chamber of Commerce. Should the Board vote to reappoint her, her new term would begin January 1, 2025, and expire on December 31, 2028

**ACTION REQUESTED:**
Consideration to reappoint Denise Houghton and Myra McDuffie to the Novant- Pender Memorial Hospital Board

Print

**Apply to Be on a Board, Committee / Commission - Submission #106**

**Date Submitted: 8/6/2024**

## Application for Appointment to Boards/Commissions/Committees

**Pender County**

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age.

| First Name | Middle Initial | Last Name |
|---|---|---|
| Denise | T | Houghton |

| Street Address* | Apartment/Unit # |
|---|---|
| 901 Spot Lane | |

| City* | State* | Zip Code* |
|---|---|---|
| Holly Ridge | NC | 28445 |

**Is your mailing address the same as your physical address?***

- (●) Yes
- ( ) No

| Mailing Address | Apartment/Unit # |
|---|---|
| | |

**City**

**State**

**Zip Code**

**Primary Email Address***

denise.houghton@yahoo.com

**Secondary Email Address**

**Home Number***

910-520-3964

**Work Number**

**Fax Number**

**Board Interest(s)***

The heslIth of Pender County residents.

**How many years have you been a resident of Pender County?***

34 years

**High School Name**

Wallace Rose Hill

**High School Location**

Teachey, NC

**Attended High School From (Year)**

1979 - 1983

**Attended High School To (Year)**

1983

**Did you graduate from high school?**

- (•) Yes
- ( ) No

**Certificate/Diploma/Degree**

Diploma

**College Name**

East Carolina University

**College Location**

Greenville, NC

**Attended College From (Year)**

1983 - 1987

**Attended College To (Year)**

1987

**Did you graduate from college?**

- (●) Yes
- ( ) No

**Certificate/Diploma/Degree**

Bachelors Degree

**Other Education**

**Other Location**

**Attended Other From (Year)**

**Attended Other To (Year)**

**Did you graduate from Other?**

- ( ) Yes
- ( ) No

**Certificate/Diploma/Degree**

-- Select One --

**Current Employer***

Retired

**Current Job Title***

Retired

**Current Job Responsibilities***

Retired

**Previous Employer**

North Carolina Dept Health and Humsn Services

**Previous Job Title**

Regional Health Education Consultant

**Previous Employer**

New Hanover County Health Department

**Previous Job Title**

Health Education Director

**Previous Employer**

American Cancer Society

**Previous Job Title**

Regional Executive Director

**Please list current and past membership in civic or other organizations and offices held***

Pender County Health Department Board Member (present)
Pender Memorial Hospital Board Member (present)

**Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?***

- (•) Yes
- ( ) No

**State reasons why you feel qualified for this appointment(s)**

My degree was in School and Community Health. My past employment was centered around jobs that involved educating the community on various health issues and developing programs that created positive healthy outcomes.

**What branch of military did you serve?***

None

**Date of Service (From)**

**Date of Service (To)**

**Rank at Discharge**

**Type of Discharge (Optional)**

**Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?***

- ○ Yes
- ◉ No

**Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committees/Commissions appointed by or affiliated with Pender County?***

- ◉ Yes
- ○ No

**Please add any additional information you would like to share supporting your interest and qualifications for this appointment.***

I love Pender County and want to do my part to make it the best place it can be for citizens to work, play and live. Serving on boards and committed is one way that I contribute to my community.

**I am over the age of 18**

- ☑ Yes

**Note:** This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

**Signature***

Denise T Houghton

Print

**Apply to Be on a Board, Committee / Commission - Submission #107**

**Date Submitted: 8/6/2024**

## Application for Appointment to Boards/Commissions/Committees

**Pender County**

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age.

| First Name | Middle Initial | Last Name |
|---|---|---|
| Myra | F | McDuffie |

| Street Address* | Apartment/Unit # |
|---|---|
| 110 N Wright Street | |

| City* | State* | Zip Code* |
|---|---|---|
| Burgaw | NC | 28425 |

**Is your mailing address the same as your physical address?***

- (●) Yes
- ( ) No

| Mailing Address | Apartment/Unit # |
|---|---|
| | |

**City**

**State**

**Zip Code**

**Primary Email Address***

myra208@gmail.com

**Secondary Email Address**

myra208@gmail.com

**Home Number***

9107892536

**Work Number**

9103006139

**Fax Number**

**Board Interest(s)***

Novant Health Pender Medical Center Board

**How many years have you been a resident of Pender County?***

18

**High School Name**

Sarah J Hale High School

**High School Location**

Brooklyn, NY

**Attended High School From (Year)**

1982

**Attended High School To (Year)**

1986

**Did you graduate from high school?**

- (●) Yes
- ( ) No

**Certificate/Diploma/Degree**

Diploma

**College Name**

Long Island University

**College Location**

Brooklyn, NY

**Attended College From (Year)**

1986

**Attended College To (Year)**

1991

**Did you graduate from college?**

- (•) Yes
- ( ) No

**Certificate/Diploma/Degree**

Bachelors Degree

**Other Education**

Nyack Christian College

**Other Location**

Nyack, NY

**Attended Other From (Year)**

2004

**Attended Other To (Year)**

2006

**Did you graduate from Other?**

- (•) Yes
- ( ) No

**Certificate/Diploma/Degree**

Masters Degree

**Current Employer***

MeMa's Chick'n' & Ribs

**Current Job Title***

Owner/Operator

**Current Job Responsibilities***

All aspects of the full service restaurant

**Previous Employer**

Downstate Medical Center

**Previous Job Title**

Respiratory Therapist

**Previous Employer**

Vanderbelt Hospital

**Previous Job Title**

Respiratory Therapist

**Previous Employer**

Bellevue Hospital

**Previous Job Title**

Respiratory Director

**Please list current and past membership in civic or other organizations and offices held***

Novant Health Pender Hospital Board Member
Burgaw Area Chamber of Commerce Secretary
Tourism Development Authority Chairperson

**Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?***

- (•) Yes
- ( ) No

**State reasons why you feel qualified for this appointment(s)**

I live, work, play and pay taxes in this community. I owned a business here and care deeply for the care of our people and development in Burgaw. We are a community that serve and my hearts desire is to remain on the board and help.

**What branch of military did you serve?***

None

**Date of Service (From)**

**Date of Service (To)**

**Rank at Discharge**

**Type of Discharge (Optional)**

**Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?***

- ( ) Yes
- (•) No

**Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committees/Commissions appointed by or affiliated with Pender County?***

- ( ) Yes
- (•) No

**Please add any additional information you would like to share supporting your interest and qualifications for this appointment.***

I have been appointed to this board and love working in this capacity to serve this area and would be honored the opportunity to remain on this board.

**I am over the age of 18**

- [x] Yes

**Note:** This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

**Signature***

Myra McDuffie

# Pender County
# REZONE 2024-66: Request to modify the RM-CD1 conditional zoning district to allow for private storage of boats, recreational vehicles, campers and trailers in the Topsail Township

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Tucker Cherry |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | REZONE 2024-66: Request to modify the RM-CD1 conditional zoning district to allow for private storage of boats, recreational vehicles, campers and trailers in the Topsail Township |

**SUMMARY:**
KG Plaza, LLC, applicant and owner is requesting to modify an existing conditional zoning district to allow for the residents of the Sanctuary at Forest Sound to store recreational vehicles (boats, RVs, campers, and trailers) within a 106-unit private facility in the development. The private storage facility will be approximately 4.51 acres, or 196,492 square feet. The existing conditional district was approved in 2015 and allowed for the development of 106 single-family homes.

The subject property is located approximately 500 feet east of the intersection of US Highway 17 and Forest Sound Road, south of Forest Sound Road, in the Topsail Township and may be further identified by PIN 3292-17-8903-0000.

**ACTION REQUESTED:**
Hold a public hearing and consider the request.

**ATTACHMENTS:**
1. Staff Report
2. Application
3. Project Narrative
4. Property Owner Mailing List
5. Site Plan
6. Attachment 1: Table of Permitted Uses
7. Attachment 2: Grey Bull Preliminary Plat
8. Attachment 3: Case 132-2015 Original CZ Case Summary
9. Attachment 4: TRC Comments
10. Attachment 5: Public Input Meeting Packet
11. Attachment 6: Original Site Plan

12. Attachment 7: Right-Of-Way Agreement (1980)
13. Attachment 8: Warranty Deed (1980)

# STAFF REPORT FOR REZONE 2024-66
# ZONING MAP AMENDMENT APPLICATION

| APPLICATION SUMMARY | |
|---|---|
| Case Number | REZONE 2024-66 |
| Hearing Dates | July 2, 2024, Planning Board<br>August 19, 2024, Board of Commissioners |
| Applicant | KG Plaza, LLC |
| Property Owner | KG Plaza, LLC |
| Parcel Identification Number | 3292-17-8903-0000 |
| Acreage | 60.5 |
| Township | Topsail |
| Pender 2.0 Future Land Use Category | Low Density Residential |
| Planning Board Recommendation | Approval (Unanimous) |

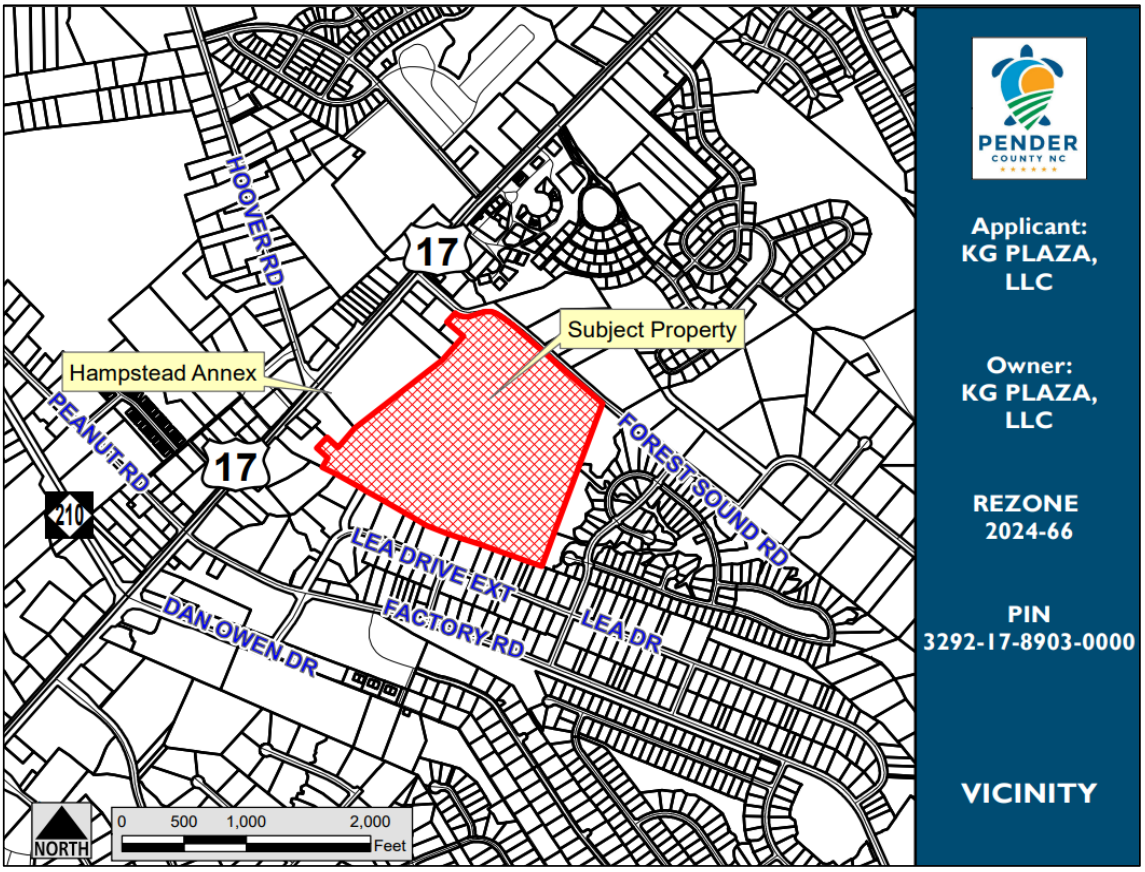
## REZONING PROPOSAL

KG Plaza, LLC, applicant and owner is requesting to modify an existing conditional zoning district to allow for the residents of the Sanctuary at Forest Sound to store recreational vehicles (boats, RVs, campers, and trailers) within a 106-unit private facility in the development. The private storage facility will be approximately 4.51 acres, or 196,492 square feet. The existing conditional district was approved in 2015 and allowed for the development of 106 single-family homes.

## LOCATION

The subject property is located approximately 500 feet east of the intersection of US Highway 17 and Forest Sound Road, south of Forest Sound Road, in the Topsail Township and may be further identified by PIN 3292-17-8903-0000.

***Below: Vicinity Map of the Area***




## REZONING PROPOSAL

The applicant is proposing to amend their previously approved CZ, Conditional Zoning district (132-2015 CZMA). The intention of this request is to allow for the use of a 106-unit private storage facility for residents of the Sanctuary at Forest Sound to store boats, trailers, campers, and recreational vehicles. According to the applicant's narrative, which is included in the Board's packet, the proposed storage area would not be open to the public and limited only to the property owners within the Sanctuary at Forest Sound. It will be located west of the existing lots on a vacant 60.5-acre parcel within the development. The application, narrative, and site plan of the site for the request are provided in the Board's packet.

Pender County uses the North American Industry Classification System (NAICS) to classify land uses based on functional or product characteristics. Functions and characteristics include the type and amount of activity, the type of customers and how goods or services are sold or delivered (see **Attachment 1** for Table of Permitted Uses). More information on how the NAICS system is used can be found in Article 5 of the County's Unified Development Ordinance (UDO).

Staff have determined that NAICS code 531130 (Lessors of Mini warehouses and Self-Storage Units) and the Miscellaneous Use "Storage of boats and watercraft outdoors or on dry stack structures" are appropriate for the proposed uses of the site. However, this site will be limited to the storage of recreational vehicles (boats, RVs, campers, and trailers) for residents of the Sanctuary at Forest Sound only.

## Background

On November 23, 2015, the Pender County Board of Commissioners approved a zoning map amendment for a conditional rezoning from the RP, Residential Performance zoning district to the RM-CD1, Residential Mixed conditional zoning district 1, for one tract totaling approximately 120.87 acres. This approval allowed for the development of a single-family neighborhood consisting of 106 homes with neighborhood amenities. This development is known as the Sanctuary at Forest Sound and is located between Forest Sound Road to the north and Lea Drive to the south. See **Attachment 2** for the development's preliminary plat and **Attachment 3** for the original Conditional Zoning case summary.

At the July 10th, 2023, Board of County Commissioners meeting, the Board unanimously approved a Zoning Map Amendment to rezone PIN 3292-08-2283-0000 from the RM-CD1, Residential Mixed Conditional zoning district 1, to the GB, General Business zoning district (REZONE 2023-49). The parcel is approximately 1.64 acres and was not included as part of the required or provided open space (passive and active) of the residential development. The site can now be developed based upon all uses that are permitted by right or by Special Use Permit in the GB zoning district.

## Intent of the Conditional Zoning District

A conditional zoning district (aka "CZ") 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, permitted by right or special use, accompanied by a plan showing proof of concept, and typically including the spatial relation of uses and site elements. If approved, the applicant would be required to submit a major site development plan. The major site development plan would be reviewed by staff and the Pender County Technical Review Committee (TRC). Review and approval of the major site development plan would be an administrative procedure, meaning staff would issue any approvals, consistent with the requirements outlined in the Unified Development Ordinance and consistent with the conditions of this approval. Changes to the proposed conditional zoning district, including an alteration of the proposed dimensional standards, uses, requirements or conditions would require the applicant to resubmit a conditional zoning proposal in accordance with Article 3.3.9.B.6 of the UDO.

The Conditional Rezoning request went before the Technical Review Committee on April 4th, 2024. TRC Comments are attached in the Board's packet (see **Attachment 4**).

*Below: Aerial Map of the Area*




**Dimensional Requirements**

Per Article 4.13 of the UDO, standards of a conditional zoning district are specific to the conditions of the site and are set by a conditional rezoning application. The applicant has proposed the following dimensional standards specifically for the storage site:

| Table 1: Minimum Setback (Conditional Zoning) | |
|---|---|
| Front | 30’ |
| Side | 30’ |
| Rear | 30’ |
| Street Yard | 30’ |
| Site Boundary | 30’ |
| Max Height | 40’ |

In addition, the storage area is setback over 160 feet from Forest Sound Road, allowing for adequate vehicle stacking and separation from the adjacent single-family homes.

### Landscaping and Buffers

The applicant is proposing to use the existing vegetation to meet the buffer requirements. The storage area will be screened by existing wetlands and a proposed 30-foot A-4 street buffer along Forest Sound Road.

> A-4) 30 foot wide strip with 1 canopy tree, 2 understory trees and either a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 32 shrubs per 100 linear feet.

### Allowable Uses

Staff have determined that NAICS code 531130 (Lessors of Miniwarehouses and Self-Storage Units) and the Miscellaneous Use "Storage of boats and watercraft outdoors or on dry stack structures" are appropriate for the site. Uses under NAICS code 53 are permitted with a Special Use Permit in the Residential Performance and Rural Agricultural zoning district and by-right within the Planned Development, General Business, Office and Institutional, Industrial Transitional, and General Industrial zoning districts. Storage of boats and watercraft outdoors or on dry stack structures is only permitted via Special Use Permit in the General Business zoning district. This conditional rezoning amendment would allow the 106-unit private storage facility as seen on the proposed site plan to be constructed. This facility will be utilized only by residents/property owners of the Sanctuary at Forest Sound and will not have a commercial or public component.

## PUBLIC INPUT MEETING

As required by Article 3.3.9 of the UDO, the applicant hosted a public input meeting at the project site on Friday, April 12, 2024, from 2:00PM to 3:00 PM. The applicant provided notice to all property owners within 500 feet of the subject parcels, as well as the Board Director of Forest Sound to notify the entire Forest Sound Community and The Sanctuary at Forest Sound HOA management company, CEPCO, for them to also invite the owners as a group. According to the report submitted by the applicant (see **Attachment 5**), 53 people attended the meeting and the discussion involved access and the use of Forest Sound Road, environmental impact, building heights, traffic, lighting, and other concerns about the private storage facility.

Based on feedback from the public input meeting, the applicant has revised their original site plan to reduce the amount of storage units from 154 to 106. See the original site plan as **Attachment 6**. The overall footprint of the proposed development has decreased by approximately 31%.

## TRANSPORTATION INFRASTRUCTURE

| Table 2: Estimated Vehicular Trips | | | | |
|---|---|---|---|---|
| Land Use (ITE Code) | Intensity | Daily Trips | AM Peak Hour Trips | PM Peak Hour Trips |
| Mini-Warehouse (151) | 1.54 | 28 | 2 | 3 |

### Access

The applicant is proposing one point of access to the facility. The entrance for the proposed storage facility will be from Forest Sound Roud via a proposed driveway. Further development of the subject property may require driveway approval from the North Carolina Department of Transportation (NCDOT).

One of the conditions of approval from the original Conditional Rezoning Case 132-2015 provides the following:

> 4.b. If there are any changes requested to the site plan presented with this Conditional Rezoning or if additional single family residential structures are proposed, the project shall be reevaluated in accordance with Pender County Unified Development Ordinance standards. If future development is proposed, roadway connection to Davis Road and Lea Drive Extension (SR 1614) will be revaluated.

The change to the Conditional Zoning district as requested by the Applicant has been evaluated in terms of additional access and Staff has found that the extensive presence of wetlands as demonstrated in **Attachment 3** (Preliminary Plat Approval) will make connection to the Lea Drive Extension impractical.

On May 12, 1980, a right-of-way easement between Forest Sound Development Corporation (grantor) and L.E. Howard and wife, Florine Howard, Sandra Faye Howard Meadows and husband, Kelly L. Meadows, Linda Kay Howard Taylor and husband, James M. Taylor, and Wallace M. Reed and wife, Mary W. Reed (grantees) was recorded with the Pender County Register of Deeds (see **Attachment 7** and **Attachment 8**). The easement contains Forest Sound Road, Corcus Ferry Road, and Howard's Lane for the purpose of ingress and egress to and from U.S. Highway 17.

### Traffic

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. For Table 2 above, the WMPO provided this note, "*There is no true analogous ITE Land Use Code for a boat/recreational vehicle storage development. Trips generated may be higher or lower for the actual development*."

The volume to capacity ratio for US Highway 17 near the subject site has been provided below. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. According to the data provided, US Highway 17 is over capacity. With the proposed use being reserved for the residents at the Sanctuary at Forest Sound, the trips generated from the storage facility would be comparable to the trips generated by the existing homes.

***NCDOT Annual Average Daily Traffic (AADT) – 2023; WMPO Roadway Capacities – 2020***

| Location | Roadway Segment | AADT (NCDOT 2023) | ADT (WMPO 2023) | Planning Capacity | V/C |
|---|---|---|---|---|---|
| US Hwy 17 | US Hwy 17 near Forest Sound Rd | 45,271 vehicles | 37,232 vehicles | 37,232 vehicles | 1.22 |
| Forest Sound Rd | Forest Sound Rd | N/A | N/A | N/A | N/A |

## OTHER INFRASTRUCTURE

### Utilities

Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main runs parallel to Forest Sound Road. Based on available data and information from private sewer providers, private sewer is available at this location.

### Schools

There is no residential development associated with this proposal, so no specific impacts on the school system are anticipated.

| Table 3: Environmental Concerns | |
|---|---|
| Special Flood Hazard Areas | The subject property does not contain Special Flood Hazard Areas.[1] |
| Wetlands | The subject property 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)

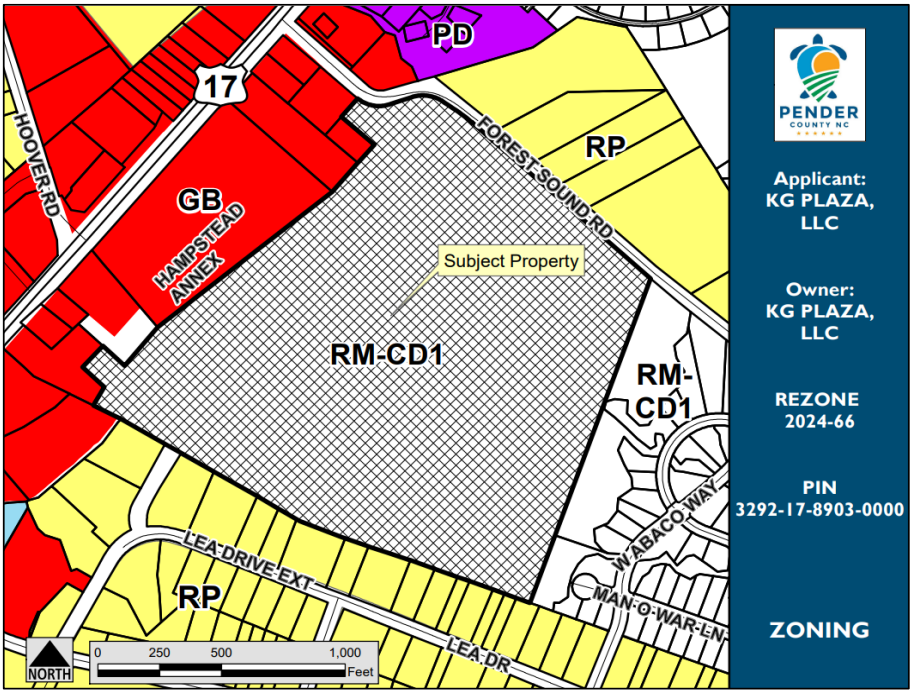
[2] According to the NC Division of Coastal Management (NC DCM)

[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*



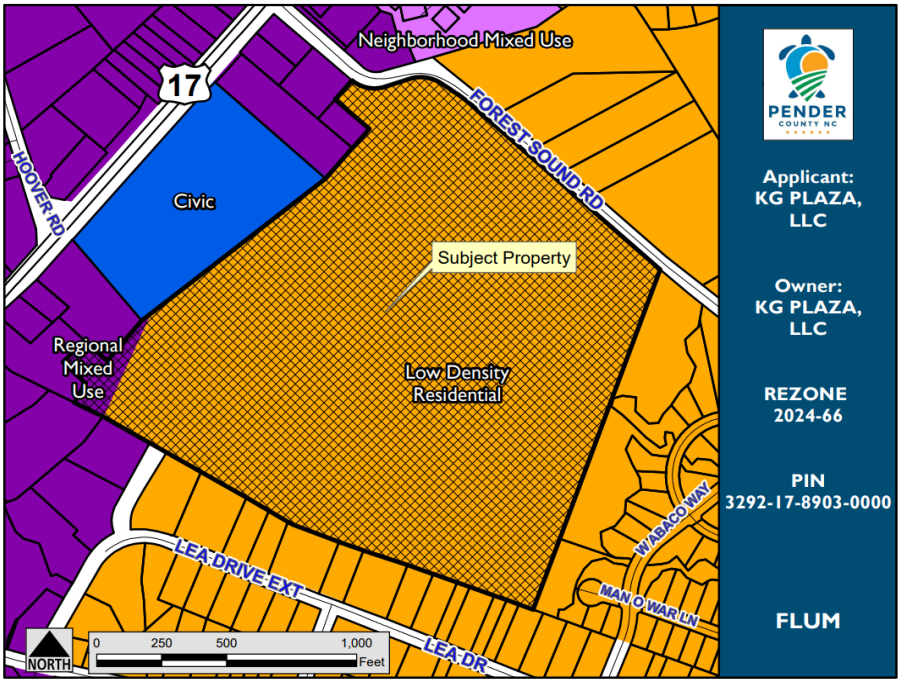

**Surrounding Zoning and Adjacent Land Uses**

The subject property is currently within the RM-CD1, Residential Mixed Conditional zoning district. Properties adjacent to the subject property are currently zoned RP, Residential Performance; GB, General Business; PD, Planed Development; and RM-CD1, Residential Mixed Conditional District 1, as indicated by Table 4.

There are established residential uses to the north, south, and east sides of the parcel along Forest Sound Road and Factory Drive. To the west, bordering US Highway 17, is the Hampstead Annex.

| Table 4: Characteristics Of the Surrounding Area | | |
|---|---|---|
| | **LAND USE** | **ZONING** |
| **North** | Commercial, Residential | GB, General Business; RP, Residential Performance |
| **East** | Residential | RP, Residential Performance |
| **South** | Residential | RM-CD 1 |
| **West** | Commercial, Institutional | GB, General Business, |

***Below: Future Land Use Map of the Area***




**Pender 2.0 Comprehensive Land Use Plan Compliance:** The subject property is located within the Low Density Residential future land use category, as shown on the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan.

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.

**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**.**

**Inappropriate Uses:**

- Non-residential development.
- Single-family dwellings – attached.
- Multi-family residential uses

**Transportation Infrastructure:**

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

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

> **Policy 5.1.F: Conditional Zoning:** The County shall continue to use conditional zoning process as a tool for encouraging desirable development outcomes.
>
> **Recommended Action 5.1.K.1:** Discourage the construction of storage facilities along the road frontage. Such facilities should be located behind other development and generally not visible from primary roadways. Based on public input, storage facilities are not desired along the US 17 corridor.

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

### 3.3.5 Approval Criteria for Rezoning

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

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

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

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

## RECOMMENDATION

Planning Staff is submitting the proposal for the Board of County Commissioners' disposition. The proposed Conditional Zoning Map Amendment is supported by two policies within the Pender 2.0 Comprehensive Land Use Plan that encourage the use of conditional zonings and appropriately located (i.e. not along any road frontage or the US 17 corridor) storage facilities. The site will be used as a private amenity for the Sanctuary at Forest Sound residents, with no commercial purpose, therefore it is compatible with the nearby existing use. The proposed uses on-site, preservation of existing vegetation, and supporting policies, indicate that the request is reasonable and appropriate for this area. Planning Staff respectfully recommend approval of the Zoning Map Amendment as detailed in this report. At the July 2nd, 2024, meeting the Planning Board unanimously (7-0) voted to approve the conditional rezoning.

Per Section 3.3.9.B.4 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.

At their July 2nd meeting, the Planning Board recommended the following conditions of approval, in addition to established conditions of the original CZ Approval as demonstrated in **Attachment 3**:

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The applicant shall meet all other local, state, and federal regulations.
3. The storage facility shall remain private and only for the use of residents of the Sanctuary at Forest Sound development, and the restrictive covenants will be updated to reflect this.
4. The developer shall be fully responsible, financial or otherwise, for the repair of any damage or maintenance issues on Forest Sound Road until the boat storage facility has received a Certificate of Occupancy. Once the Certificate of Occupancy has been issued, maintenance costs for Forest Sound Road shall revert to the original maintenance agreement.
5. The site of the storage facility will be of a pervious surface.
6. There will be no dry stack structures.
7. The apron and entrance of the storage facility will be pervious concrete at a minimum of 161-foot length.

**BOARD OF COMMISSIONERS ACTION NEEDED:**

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

- **Policy 5.1.F**
- **Recommended Action 5.1.K.1**

The proposed rezoning is consistent with the Low Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan. The proposal is reasonable and in the public interest because it has the potential to be generally consistent with current land uses in the vicinity.

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

| PLANNING BOARD ACTION FOR CONDITIONAL REZONING | |
|---|---|
| **MOTION** | **SECONDED** |
| Buchanan | Teachy |

| APPROVED | DENIED | UNANIMOUS |
|---|---|---|
| Yes | - | Yes |

| Jordan | Buchanan | Beaudoin | Gruntfest | Mosca | Pitts | Teachey |
|---|---|---|---|---|---|---|
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

# REZONE 2024-66

Application

# APPLICATION FOR CONDITIONAL REZONING

| THIS SECTION FOR OFFICE USE | | | |
|---|---|---|---|
| **Application No.** | ZMA-CD | **Date** | 3/1/24 |
| **Application Fee** | $ 1,055 | **Invoice Number:** | 38851 |
| **Pre-Application Conference** | | **Hearing Date** | TRC 4.4.24 |

## SECTION 1: APPLICANT INFORMATION

| | | | |
|---|---|---|---|
| **Applicant's Name:** | KG Plaza, LLC | **Owner's Name:** | Same as Applicant |
| **Applicant's Address:** | 3722 Shipyard Blvd, Suite G | **Owner's Address:** | |
| **City, State, & Zip** | Wilmington, NC 28403 | **City, State, & Zip** | |
| **Phone Number:** | 910-791-6707 (rep) | **Phone Number:** | |
| **Email Address:** | bschuler@paramounte-eng.com (rep) | **Email Address:** | |

**Legal relationship of applicant to landowner:** Same

## SECTION 2: PROJECT INFORMATION

| | | | |
|---|---|---|---|
| **Property Identification Number (PIN):** | 3292-17-8903-0000 | **Total property acreage:** | +/- 60.5 ac (parcel) |
| **Current Zoning District:** | RM-CD1 | **Proposed Zoning District:** | RM-CD1 |
| **Project Address or Location:** | Forest Sound Road | | |

**Proposed Uses to be Considered (Include NAICS Code):**

Recreational Vehicle Storage (493190)

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

All uses not listed above and/or on the site plan.

## SECTION 3: SIGNATURES

| | | | |
|---|---|---|---|
| **Applicant's Signature** | | **Date:** | 02/27/2024 |
| **Applicant's Name Printed** | JACK CARLISLE | **Date:** | 02/27/2024 |
| **Owner's Signature** | | **Date:** | 02/27/2024 |
| **Owner's Name Printed** | JACK CARLISLE | **Date:** | 02/27/2024 |

**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

# Conditional (Zoning Map) Amendment Checklist

| | |
|---|---|
| ☐ | Signed application form |
| ☐ | Application fee |
| ☐ | A list of names and addresses, as obtained from the county tax listings & tax abstract, all adjacent property owners, including property owners directly across any road or road easement, & 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 that are to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map. |
| ☐ | 12 (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 |
| ☐ | Public Input Meeting Report (Section 3.4.3 or see Public Input Meeting on the first page of this application) |
| ☐ | 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. |
| ☐ | All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application |
| ☐ | A generalized site development plan shall include the following items:<br>☐ A vicinity map drawn to a suitable scale which illustrates adjacent or nearby roadways, railroads, waterways & public facilities.<br>☐ A (metes and bounds) boundary of the parcel or portion of the parcel to be rezoned and developed.<br>☐ All existing easements, reservations and rights of way.<br>☐ Delineation of all Areas of Environmental Concern including but not limited to federal jurisdictional wetlands.<br>☐ For residential uses, the number of units, heights and a generalized location. For non-residential uses, the height, approximate footprint and location of all structures.<br>☐ If a known use is proposed: Traffic impact report, parking and circulation plans illustrating dimensions, intersections and typical cross sections.<br>☐ All proposed setbacks, buffers, screening and landscaping.<br>☐ Phasing.<br>☐ Signage.<br>☐ Outdoor lighting.<br>☐ Current zoning district designation and current land use status.<br>☐ Other information deemed necessary by the Administrator, Planning Board, or Board of Commissioners, including but not limited to a Traffic Impact Analysis or other report from a subject matter expert. |

**Office Use Only**

| | |
|---|---|
| **ZMA-CD Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)* | **Total Fee Calculation: $** 1,055 |

**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:** | Taylor Davis | **Date:** 3/1/24 |
| **Application completeness approved by:** | Taylor Davis | **Date:** 3/1/24 |

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

# REZONE 2024-66

## Project Narrative

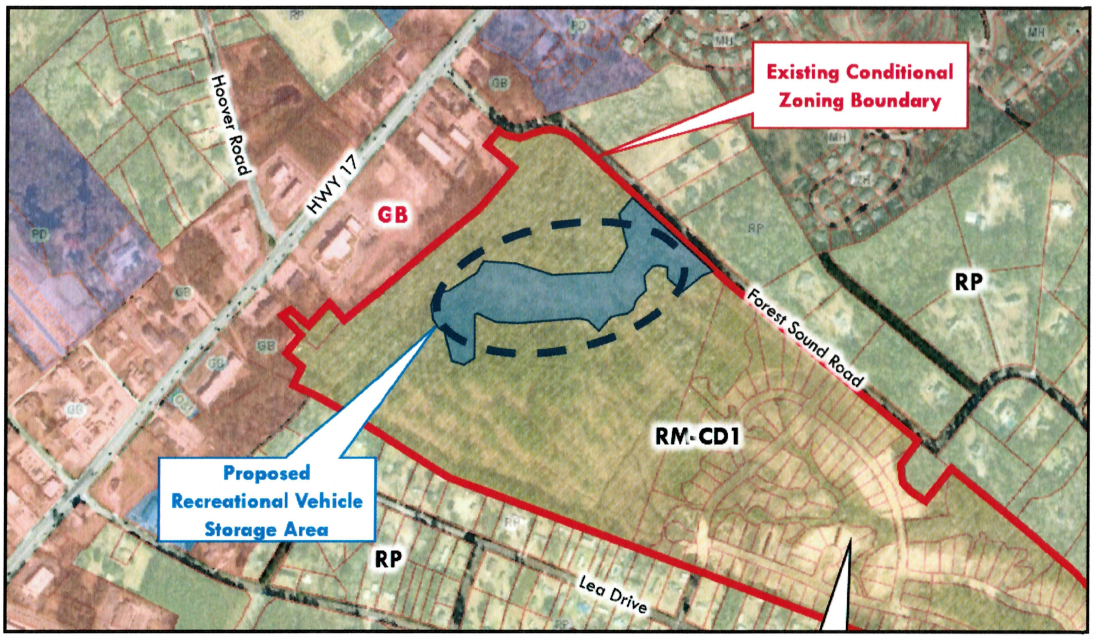
PARAMOUNTE
ENGINEERING, INC.

**Sanctuary at Forest Sound – Recreational Vehicle Storage**
**Forest Sound Road (Parcel 3292-17-8903-0000)**
**Conditional Rezoning Narrative & Supplemental Information**

**Owner/Applicant Information**
KG Plaza, LLC
3722 Shipyard Blvd, Suite G
Wilmington, NC 28403

**Agent Information**
Paramounte Engineering, Inc.
122 Cinema Drive
Wilmington, NC 28403
bschuler@paramounte-eng.com
910-791-6707

**Proposal**




KG Plaza, LLC, is requesting to modify an existing conditional zoning district in order to allow for the residents of the Sanctuary at Forest Sound to store recreational vehicles (boats, RVs, campers, and trailers) within the development. The existing conditional district was approved in 2015 and allows for the development of 106 single-family homes.

The proposed storage area would not be open to the public and limited only to the property owners within the Sanctuary at Forest Sound. It will be located east of the existing lots on a vacant 60.5-acre parcel within the development. The storage area will be screened by existing wetlands and a proposed 30-foot street yard buffer. In addition, the storage area is setback over 160 feet from Forest Sound Road, allowing for adequate vehicle stacking and separation from the adjacent single-family homes.

As the use of the proposed storage will be limited to the residents of the Sanctuary at Forest Sound, it is not expected to generate enough trips to warrant a Traffic Impact Analysis (TIA).

**Pender 2.0: Comprehensive Land Use Plan**

The Comprehensive Plan classifies that subject site as Low Density Residential.




Desired uses within this classification include detached single-family, duplex, and townhome housing. In addition, recreation, parks, open space are promoted within the Low Density Residential classification.

Overall, the proposed zoning modification is consistent with the Comprehensive plan as it will support increased recreational opportunities for the residents of the Sanctury at Forest Sound.

# REZONE 2024-66

Property Owner
Mailing List

**The Sanctuary at Forest Sound Modification - Adjacent Property Owner List**

| Property Address | PIN | Owner | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|---|
| | 3292-19-9858-0000 | HAMPSTEAD VILLAGE ASSN INC C/O R KILROY | 110 HAMPSTEAD VILLAGE | HAMPSTEAD | NC | 28443 |
| 14840 US HWY 17 | 3282-97-7548-0000 | ANDERSON RONALD E | 360 OLDE POINT LOOP | HAMPSTEAD | NC | 28443 |
| 96 LEA DR | 3292-16-6714-0000 | GOOFOFF UNLIMITED LLC | PO BOX 785 | SNEADS FERRY | NC | 28460 |
| 15280 US HWY 17 | 3292-19-2319-0001 | ANCHOR BANK | C 380 WELLINGTON ST, TOWER B, 12TH | LONDON ONTARIO | CN | N6A4S-4 |
| 757 LEA DRIVE EXT | 3292-07-4110-0000 | CONNELL MICHAEL | 50 PASSAGE POINT | HAMPSTEAD | NC | 28443 |
| 201 SECOND ST | 3292-27-3218-0000 | CAVINESS & CATES BUILDING AND DEVELOPMEN | 639 EXECUTIVE PLACE SUITE 400 | FAYETTEVILLE | NC | 28305 |
| | 3292-16-8917-0000 | GARVEY KENNETH L | 720 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| 14905 US HWY 17 | 3282-98-6151-0000 | HAMPSTEAD STATION LLC | 2324 PANSY STREET SW | HUNTSVILLE | AL | 35801 |
| 15 LEA DRIVE EXT | 3292-17-3182-0000 | HOWARD CHARLENE C | 15 LEA DR | HAMPSTEAD | NC | 28443 |
| 748 LEA DRIVE EXT | 3292-07-8384-0000 | CLEMENTS MARK H | 112 CIRCLE DR | HAMPSTEAD | NC | 28443 |
| 99 W ABACO WAY | 3292-28-7011-0000 | MAZLIACH DANIEL P ET AL | 99 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 427 FACTORY RD | 3292-16-2665-0000 | DURANT TAMMY | 1009 EDGEWATER CLUB RD | WILMINGTON | NC | 28411 |
| 12 LYFORD CAY CT | 3292-27-5246-0000 | CAVINESS & CATES BUILDING AND DEVELOPMEN | 639 EXECUTIVE PLACE SUITE 400 | FAYETTEVILLE | NC | 28305 |
| 17 HWY OFF | 3292-07-1701-0000 | HAMPSTEAD CROSSING LLC | PO BOX 12027 | WILMINGTON | NC | 28405 |
| | 3292-06-8769-0000 | SPECK IDA MAE C/O MELODY SPECK EVANS | 3101 WESCOT CT | WILMINGTON | NC | 28409 |
| 117 W ABACO WAY | 3292-27-8980-0000 | STRAIGHT JORDYN | 117 ABACO WAY | HAMPSTEAD | NC | 28443 |
| 237 SECOND ST | 3292-27-4329-0000 | HANCZAR GORDON J | 209 SENECA CIRCLE | STATE COLLEGE | PA | 16801 |
| 71 SOUTH END CT | 3292-19-6355-0000 | CAVENESS MICHAEL B | 408 E CREEKVIEW DRIVE | HAMPSTEAD | NC | 28443 |
| 204 FIRST ST | 3292-16-0749-0000 | PAYTON JERRY PHILLIPS | 204 FIRST ST | HAMPSTEAD | NC | 28443 |
| 88 W ABACO WAY | 3292-27-7618-0000 | DENTON DANIEL JEFFERSON | 88 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 18 MAN O WAR LN | 3292-26-4914-0000 | CARVER CAROLYN MARIE LYNN | 18 MAN O' WAR LANE | HAMPSTEAD | NC | 28443 |
| | 3292-19-4204-0000 | MCGEE LANDSCAPING INC | 4636 BALLAST DR | WILMINGTON | NC | 28405 |
| 88 CYPRESS CIR | 3292-28-8841-000L | SUN COASTAL PLANTATION LLC | 27777 FRANKLIN ROAD SUITE 200 | SOUTHFIELD | MI | 48034 |
| 95 LEA DR | 3292-16-7948-0000 | GARVEY KENNETH L | 720 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| MAN O WAR LN | 3292-27-1115-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 67 FACTORY RD | 3282-97-6272-0000 | HAMPSTEAD BAPTIST CHURCH | 67 FACTORY RD | HAMPSTEAD | NC | 28443 |
| US HWY 17 | 3292-08-0050-0000 | GARG SHYAM | 14980 HWY 17 | HAMPSTEAD | NC | 28443 |
| 14921 US HWY 17 | 3282-98-7116-0000 | HAMPSTEAD STATION LLC | 903 LONG COVE COURT | WILMINGTON | NC | 28405 |
| 131 LEA DR | 3292-16-9932-0000 | SMITH TRACEY J | 131 LEA DR | HAMPSTEAD | NC | 28443 |
| | 3292-06-9707-0000 | PAYTON JERRY PHILLIPS | 204 FIRST ST | HAMPSTEAD | NC | 28443 |
| 41 W ABACO WAY | 3292-27-4622-0000 | MURPHY RYAN | 41 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 85 LEA DR | 3292-17-6071-0000 | GARVEY KENNETH L | 720 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| 193 LEA DR | 3292-26-2812-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 301 FACTORY RD | 3292-06-6846-0000 | SHOLAR STANLEY S | 206 N 22ND ST | WILMINGTON | NC | 28405 |
| 20 SOUTH END CT | 3292-19-5500-0000 | 4A PROPERTIES LLC | 5617 RAMSEY ST SUITE 200 | FAYETTEVILLE | NC | 28311 |
| 15226 US HWY 17 | 3292-09-9270-0000 | EDENS W RANDALL | 15226 US HWY 17 | HAMPSTEAD | NC | 28443 |
| 409 FACTORY RD | 3292-16-1668-0000 | SMART CAROLE J | 519 LEA DR | HAMPSTEAD | NC | 28443 |
| 750 LEA DRIVE EXT | 3292-07-7430-0000 | LORUSSO JESSICA | 750 LEA DRIVE EXT | HAMPSTEAD | NC | 28443 |
| 126 CYPRESS CIR | 3292-28-9576-000L | SUN COASTAL PLANTATION LLC | 27777 FRANKLIN ROAD SUITE 200 | SOUTHFIELD | MI | 48034 |
| 26 CAY CT | 3292-27-2166-0000 | CAVINESS & CATES BUILDING & DEVELOPMENT | 639 EXECUTIVE PLACE | FAYETTEVILLE | NC | 28305 |
| 72 FOREST SOUND RD | 3292-19-1160-0000 | EDENS W RANDALL | 15226 US HWY 17 | HAMPSTEAD | NC | 28443 |

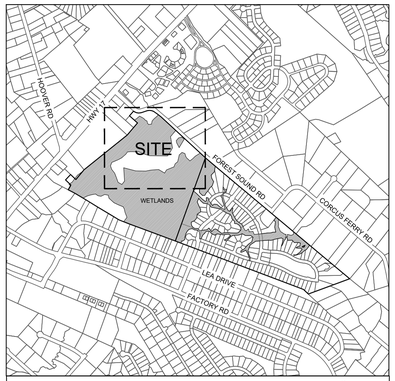
| | | | | | | |
|---|---|---|---|---|---|---|
| 155 LEA DR | 3292-26-0828-0000 | HINNANT JULIA MARIE | 155 LEA DR | HAMPSTEAD | NC | 28443 |
| 14980 US HWY 17 | 3292-08-0136-0000 | GARG SHYAM L | 14980 US HIGHWAY 17 N | HAMPSTEAD | NC | 28443 |
| 283 FOREST SOUND RD | 3292-28-3893-0000 | ENGLISH AMANDA | 283 FOREST SOUND ROAD | HAMPSTEAD | NC | 28443 |
| | 3292-17-1204-0000 | CLEMENTS MARK H | 112 CIRCLE DR | HAMPSTEAD | NC | 28443 |
| 65 W ABACO WAY | 3292-27-4772-0000 | KLARENBEEK MARCO HENDRIKUS | 65 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| | 3292-19-7558-0000 | JJKKPS HOLDINGS LLC | 9228 COACHHOUSE LN | ESTERO | FL | 33928 |
| 21 CAY CT | 3292-26-2939-0000 | LOWTHER CINDY L | 21 CAY COURT | HAMPSTEAD | NC | 28443 |
| | 3292-06-9756-0000 | PAYTON JERRY P | 204 FIRST ST | HAMPSTEAD | NC | 28443 |
| SECOND ST | 3292-27-8609-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 200 FIRST ST | 3292-16-1915-0000 | THOMAS JAMES M | 200 FIRST ST | HAMPSTEAD | NC | 28443 |
| 24 W ABACO WAY | 3292-27-6511-0000 | TOMPKINS TERRY A | 24 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| | 3282-97-8857-0000 | HAMPSTEAD CROSSING LLC | PO BOX 12027 | WILMINGTON | NC | 28405 |
| ABACO WAY | 3292-27-6702-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 14985 US HWY 17 | 3282-98-9554-0000 | MCDONALD'S REAL ESTATE CO C/O DANIEL CHAPMAN HHC CORP | 303 SQUANKUM RD | FARMINGDALE | NJ | 07727 |
| 15280 US HWY 17 | 3292-19-2319-000L | PIVER ANNIE | 1256 COUNTY CLUB DR | HAMPSTEAD | NC | 28443 |
| 219 SECOND ST | 3292-27-3374-0000 | TRUSCOTT DARLENE | 219 SECOND STREET | HAMPSTEAD | NC | 28443 |
| 121 LEA DR | 3292-16-8964-0000 | SMITH JOSEPH W JR | 121 LEA DR | HAMPSTEAD | NC | 28443 |
| | 3292-18-2965-0000 | EDENS W RANDALL | 15226 US HWY 17 | HAMPSTEAD | NC | 28443 |
| 754 LEA DR EXT | 3292-07-5477-0000 | SMITH CLIFFORD HAROLD III | 754 LEA DR | HAMPSTEAD | NC | 28443 |
| 745 LEA DRIVE EXT | 3292-07-9012-0000 | COLE DANIEL EUGENE | 745 LEA DR EXT | HAMPSTEAD | NC | 28443 |
| 363 FOREST SOUND RD | 3292-28-8370-0000 | TROMBINO BARBARA R | 363 FOREST SOUND RD | HAMPSTEAD | NC | 28443 |
| 17 W ABACO WAY | 3292-27-4454-0000 | WENTWORTH NICOLA | 17 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 15010 US HWY 17 | 3292-08-2283-0000 | TAYLOR MEADOWS' LANDS LLC | 326 HOWARDS LN | HAMPSTEAD | NC | 28443 |
| 45 FACTORY RD | 3292-06-8811-0000 | BRANTLEY IDA SPECK C/O MELODY SPECK EVANS | 3101 WESCOT CT | WILMINGTON | NC | 28409 |
| 204 FIRST ST | 3292-16-0749-0000 | PAYTON JERRY PHILLIPS | 204 FIRST ST | HAMPSTEAD | NC | 28443 |
| 116 LEA DR | 3292-16-7710-0000 | CANADY RANDALL E | 116 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| 87 W ABACO WAY | 3292-27-6935-0000 | MITCHELTREE RYAN TAYLOR | 87 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 28 MERCHANTS CIR | 3292-19-3660-0000 | FIRST CITIZENS BANK & TRUST CO | PO BOX 275131 | RALEIGH | NC | 27611 |
| 96 CYPRESS CIR | 3292-28-8751-000L | SUN COASTAL PLANTATION LLC | 27777 FRANKLIN ROAD SUITE 200 | SOUTHFIELD | MI | 48034 |
| 31 CAY CT | 3292-27-1041-0000 | SELLITTO NICOLA | 31 CAY COURT | HAMPSTEAD | NC | 28443 |
| 172 LEA DR | 3292-26-0507-0000 | RUNYON TYLER DALE | 172 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| 15248 US HWY 17 | 3292-19-0237-0000 | RSSC HOLDINGS LLC | 406 SPIKE RUSH COURT | WILMINGTON | NC | 28405 |
| 751 LEA DRIVE EXT | 3292-07-6134-0000 | WRIGHT JAMES KEITH | 751 LEA DRIVE EXT | HAMPSTEAD | NC | 28443 |
| 746 LEA DRIVE EXT | 3292-07-9360-0000 | EASON KIMBERLY EDWARDS | 1221 STAG RD | HAMPSTEAD | NC | 28443 |
| 15060 US HWY 17 | 3292-08-6686-0000 | COUNTY OF PENDER A POLITICAL SUBDIVISION | PO BOX 5 | BURGAW | NC | 28425 |
| FOREST SOUND RD | 3292-17-8903-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| MAN O WAR LN | 3292-36-2762-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 463 FACTORY RD | 3292-16-4569-0000 | KINDERVATER PHYLLIS STEPHANIE | 104 POPPY LANE | HAMPSTEAD | NC | 28443 |
| MAN O WAR LN | 3292-27-6137-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 15235 US HWY 17 | 3292-09-8437-0000 | BOB JERABEK DEVELOPMENT LLC | 118 DEERFIELD DR | HAMPSTEAD | NC | 28443 |
| 23 LYFORD CAY CT | 3292-27-7432-0000 | RHODES JOSHUA | 23 LYFORD CAY COURT | HAMPSTEAD | NC | 28443 |
| 17 HWY | 3282-97-6753-0000 | HAMPSTEAD UNITED METHODIST CHURCH INC | 15395 US HWY 17 | HAMPSTEAD | NC | 28443 |
| 499 FACTORY RD | 3292-16-6560-0000 | TREUSCH PAUL EDWARD | 499 FACTORY RD | HAMPSTEAD | NC | 28443 |

| | | | | | | |
|---|---|---|---|---|---|---|
| W ABACO WAY | 3292-27-2426-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 17 HWY | 3292-19-1325-0000 | ANCHOR BANK | C 380 WELLINGTON ST, TOWER B, 12TH | LONDON ONTARIO | CN | N6A4S-4 |
| 753 LEA DRIVE EXT | 3292-07-5134-0000 | JOHNSON TONY ALEXANDER | 753 LEA DRIVE EXT | HAMPSTEAD | NC | 28443 |
| 747 LEA DR EXT | 3292-07-8017-0000 | WRENN DAVID | 747 LEA DR | HAMPSTEAD | NC | 28443 |
| 321 FOREST SOUND RD | 3292-28-6601-0000 | GARG SHYAM L | 14980 US HIGHWAY 17 N | HAMPSTEAD | NC | 28443 |
| 201 FIRST ST | 3292-16-2896-0000 | ELMORE ROBERT W | 201 1ST ST | HAMPSTEAD | NC | 28443 |
| | 3292-17-5017-0000 | OWENS SUSAN E | 51 LEA DR | HAMPSTEAD | NC | 28443 |
| MAN O WAR LN | 3292-26-2997-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 758 LEA DR EXT | 3292-07-2445-0000 | ARMSTRONG LESLIE LYNN | 760 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| FOREST SOUND RD | 3292-29-1053-0000 | GRACEY JACK | 249 FOREST SOUND RD | HAMPSTEAD | NC | 28443 |
| 17 MAN O WAR LN | 3292-27-4171-0000 | MAXWELL GEORGE LUAN | 17 MAN O WAR LANE | HAMPSTEAD | NC | 28443 |
| 485 FACTORY RD | 3292-16-5564-0000 | SHEPARD JUANITA | 485 FACTORY RD | HAMPSTEAD | NC | 28443 |
| 321 FACTORY RD | 3292-06-7832-0000 | GRIMSLEY PAUL STROUD TRUSTEE | PO BOX 640 | HAMPSTEAD | NC | 28443 |
| W ABACO WAY | 3292-27-6548-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| 77 W ABACO WAY | 3292-27-5882-0000 | SCOTT RICHARD MICHAEL II | 77 W ALBACO WAY | HAMPSTEAD | NC | 28443 |
| 36 SOUTH END CT | 3292-19-6409-0000 | RAME PROPERTIES LLC C/O AMY SMITH | 1024 OCEAN BLVD | SURF CITY | NC | 28445 |
| 30 MAN O WAR LN | 3292-26-4971-0000 | MCMAHON NOLAN M | 30 MAN O' WAR LANE | HAMPSTEAD | NC | 28443 |
| 147 FACTORY RD | 3282-97-9136-0000 | TP FACTORY LLC | 163 VOYAGER WAY | HAMPSTEAD | NC | 28443 |
| 156 LEA DR | 3292-16-9611-0000 | POPE DARREN STEVEN | 156 LEA DR | HAMPSTEAD | NC | 28443 |
| 754 LEA DR EXT | 3292-07-5477-0000 | SMITH CLIFFORD HAROLD III | 754 LEA DR | HAMPSTEAD | NC | 28443 |
| 67 LEA DR | 3292-17-6004-0000 | SMITH CLAUDE ALLEN | 2707 LINDEN ROAD | ABERDEEN | NC | 28315 |
| | 3292-29-1224-0000 | EDENS WILLIAM R | 15226 US HWY 17 | HAMPSTEAD | NC | 28443 |
| OFF MERCHANTS CIR | 3292-19-8535-0000 | COASTAL KINGS LLC | 48 NORTH LAMPLLIGHTS WALK | HAMPSTEAD | NC | 28443 |
| 447 FACTORY RD | 3292-16-3663-0000 | KELLY SHARON LANETTE F | 42 KELLY'S TR | DELCO | NC | 28436 |
| 31 W ABACO WAY | 3292-27-4553-0000 | YUDISKAS BARBARA | 31 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 171 LEA DR | 3292-26-1825-0000 | KG PLAZA LLC | 8620 RIVER ROAD | WILMINGTON | NC | 28412 |
| 407 FOREST SOUND RD | 3292-38-0173-0000 | MATTLIN JOSEPH | 407 FOREST SOUND RD. | HAMPSTEAD | NC | 28443 |
| 225 LEA DR | 3292-26-3777-0000 | MURRAY TONY FRANCIS | 225 LEA DR | HAMPSTEAD | NC | 28443 |
| 68 W ABACO WAY | 3292-27-6653-0000 | LEBLANC JUDITH L | 68 W ABACO WAY | HAMPSTEAD | NC | 28443 |
| 743 LEA DRIVE EXT | 3292-16-0919-0000 | FLOWERS JEFFREY HALES | 743 LEA DRIVE EXT | HAMPSTEAD | NC | 28443 |
| 94 MERCHANTS CIR | 3292-19-6599-0000 | MILL CREEK PROPERTY MANAGEMENT INC | 94 MERCHANTS CIRCLE 100 | HAMPSTEAD | NC | 28443 |
| 72 SOUTH END CT | 3292-19-5328-0000 | MCLEOD MICHAEL R & LAURA W | 72 SOUTH END CT | HAMPSTEAD | NC | 28443 |
| 112 CYPRESS CIR | 3292-28-9603-000L | SUN COASTAL PLANTATION LLC | 27777 FRANKLIN ROAD SUITE 200 | SOUTHFIELD | MI | 48034 |
| 59 SECOND ST | 3292-26-0594-0000 | CHARLES MICHELLE W | 59 2ND ST | HAMPSTEAD | NC | 28443 |
| | 3282-98-8323-0000 | HAMPSTEAD STATION LLC | 903 LONG COVE COURT | WILMINGTON | NC | 28405 |
| 76 LEA DR | 3292-16-5747-0000 | KEELEY LARRY RUSSELL | 76 LEA DR. | HAMPSTEAD | NC | 28443 |
| 249 FOREST SOUND RD | 3292-28-2962-0000 | GRACEY JACK A | 249 FOREST SOUND RD | HAMPSTEAD | NC | 28443 |
| 756 LEA DR EXT | 3292-07-3653-0000 | ARMSTRONG LESLIE LYNN | 760 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| 17 HWY | 3292-08-1231-0000 | GARG SHYAM L | 14980 US HIGHWAY 17 N | HAMPSTEAD | NC | 28443 |
| | 3292-17-2158-0000 | LEA BERT L JR | 301 LEAS LANE | HAMPSTEAD | NC | 28443 |
| 132 LEA DR | 3292-16-8625-0000 | CANNADY RANDALL | 116 LEA DR | HAMPSTEAD | NC | 28443 |
| 749 LEA EXT | 3292-07-7120-0000 | WRIGHT JAMES K | 751 LEA DRIVE EXT | HAMPSTEAD | NC | 28443 |
| 51 SOUTH END CT | 3292-19-7414-0000 | BANYAN TRAIL LLC | 346 OLDE POINT LOOP | HAMPSTEAD | NC | 28443 |
| 29 MAN O WAR LN | 3292-27-5049-0000 | ILLING ZACH | 29 MAN O WAR LANE | HAMPSTEAD | NC | 28443 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15200 US 17 HWY | 3292-18-0927-0000 | JONES LINDA A TRUSTEE | 23 DOWNY DR | HAMPSTEAD | NC | 28443 |
| W ABACO WAY | 3292-27-8915-0000 | KG PLAZA LLC | 8620 RIVER RD | WILMINGTON | NC | 28412 |
| | 3292-16-4821-0000 | KELLY SHARON LANETTE F | 42 KELLY'S TR | DELCO | NC | 28436 |
| 760 LEA DR EXT | 3292-07-1322-0000 | ARMSTRONG LESLIE LYNN | 760 LEA DRIVE | HAMPSTEAD | NC | 28443 |
| | 3292-26-4732-0000 | MURRAY TONY FRANCIS | 225 LEA DR | HAMPSTEAD | NC | 28443 |
| 26 LYFORD CAY CT | 3292-27-6255-0000 | HOLSHAUSEN KEITH | 26 LYFORD CAY COURT | HAMPSTEAD | NC | 28443 |

# REZONE 2024-66

Site Plan




VICINITY MAP
*SCALE: 1"=1,000'*
NORTH

## SITE INFORMATION

| | |
|---|---|
| PROJECT ADDRESS: | FOREST SOUND ROAD<br>HAMPSTEAD, NC 28443 |
| PARCEL ID: | 3292-17-8903-0000 |
| PROPERTY OWNER: | KG PLAZA LLC<br>8620 RIVER ROAD<br>WILMINGTON, NC 28412 |
| CURRENT ZONING: | RM-CD1 |
| PROPOSED ZONING: | RM-CD1 |
| USE AREA<br>(DRIVEWAY AND FENCED AREA): | ±4.51 ACRES OR 196,492 SF |
| PARCEL AREA: | ±60.5 ACRES OR 2,635,380 SF |
| RM-CD1 DISTRICT AREA: | ±119.19 ACRES OR 5,191,901 SF |
| CURRENT USE: | UNDEVELOPED |
| PROPOSED USE: | RECREATIONAL VEHICLE STORAGE<br>(BOATS, RVs, CAMPERS, TRAILERS)<br>- NAICS CODE 493190 |
| FLOOD INFORMATION: | THIS SITE IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA AS NOTED ON FEMA FLOOD PANEL 3720329200J, BEARING AN EFFECTIVE DATE OF FEBRUARY 16, 2007 |

## DIMENSIONAL STANDARDS

| | MIN. PROPOSED |
|---|---|
| FRONT SETBACK: | 30' |
| SIDE SETBACK: | 30' |
| REAR SETBACK: | 30' |
| STREET YARD BUFFER: | 30' |
| SITE BOUNDARY BUFFER: | 30' |
| MAX STRUCTURE HEIGHT: | 40' |

## BUFFERS

EXISTING VEGETATION SHALL BE CREDITED TOWARD THE PLANTING REQUIREMENTS WITHIN THE PROPOSED BUFFERS. ADDITIONAL LANDSCAPING SHALL BE PLANTED IN AREAS WHERE THE EXISTING VEGETATION IS NOT COMPLIANT WITH THE BUFFER REQUIREMENTS.

## OUTDOOR LIGHTING

STREETLIGHT LOCATIONS SHOWN ON PLAN ARE PRELIMINARY. ALL OUTDOOR LIGHTING SHALL NOT CAST DIRECT LIGHT BEYOND THE PROPERTY LINE.

## UTILITIES

WATER SERVICES TO BE COORDINATED WITH PENDER COUNTY ENGINEERING AND PROVIDED BY PENDER COUNTY UTILITIES.

## STORMWATER MANAGEMENT / EROSION CONTROL

1. STORMWATER AND EROSION CONTROL MEASURES WILL BE HANDLED ON SITE IN COMPLIANCE WITH ALL STATE AND COUNTY STORMWATER AND EROSION CONTROL STANDARDS.
2. DRIVE AISLES AND STORAGE AREAS SHALL CONSISTS OF PERVIOUS GRAVEL SURFACING WITH NO.57 STONE AND A GEOTEXTILE FABRIC.

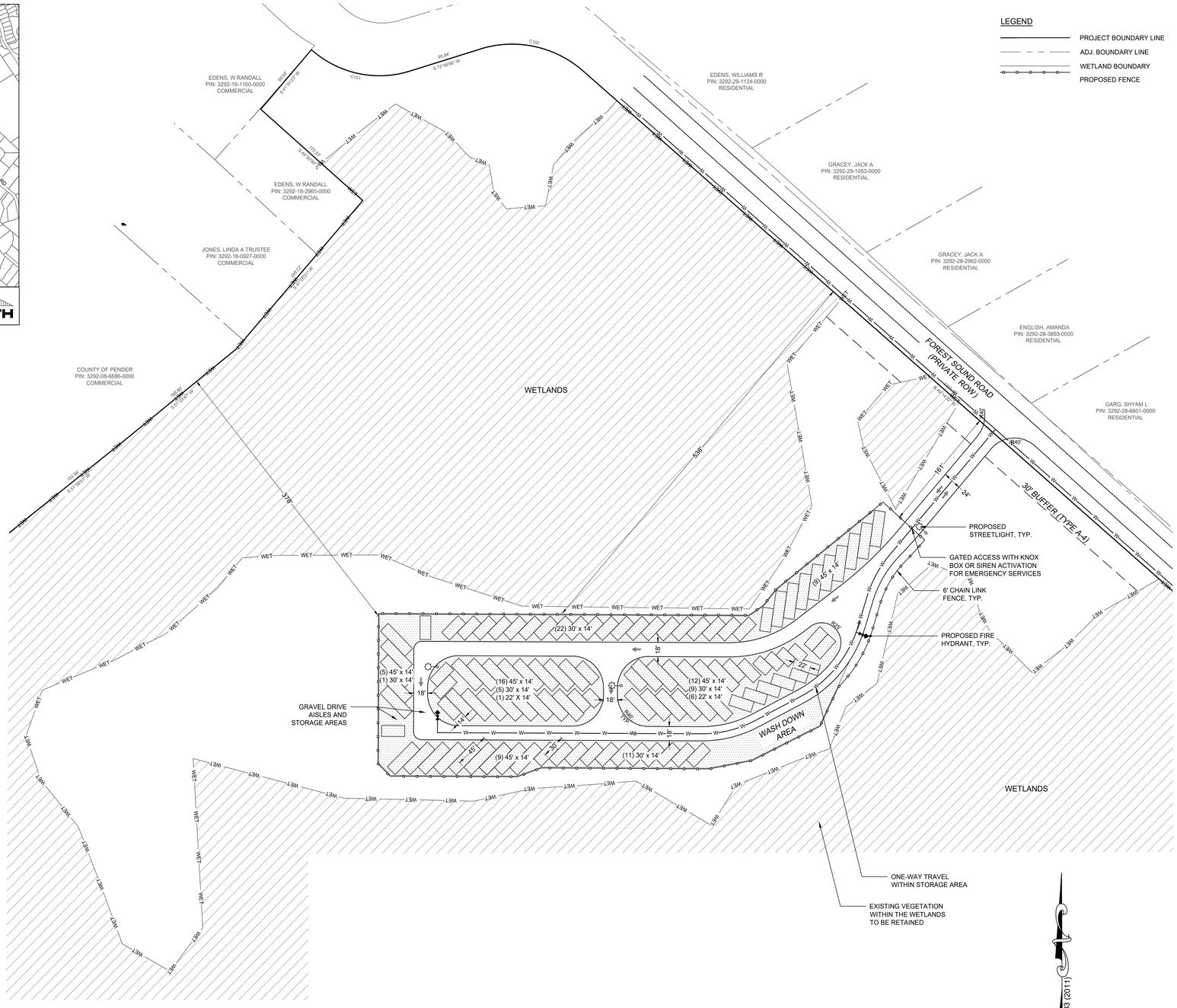
## PHASING

1. PROJECT WILL BE PHASED. PHASE BOUNDARIES WILL BE BASED ON MARKET CONDITIONS. PRIOR TO CONSTRUCTION OF A PHASE, ALL APPLICABLE APPROVALS MUST BE OBTAINED FROM PENDER COUNTY.

## TRIP GENERARTION

1. THE PROPOSED PROJECT WILL NOT EXCEED 100 PEAK HOUR TRIPS AND 1,000 DAILY TRIPS. A TRAFFIC IMPACT ANALYSIS IS NOT REQUIRED.
2. TRIP GENERATION NUMBERS ARE BASED ON ITE CODE 151, MINI-WAREHOUSE, AND 154 STORAGE SPACES.

| | |
|---|---|
| AM PEAK: | 2 TRIPS |
| PM PEAK: | 3 TRIPS |
| DAILY: | 28 TRIPS |




PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

CLIENT INFORMATION:
KG PLAZA, LLC
3722 SHIPYARD BLVD, SUITE G
WILMINGTON, NC 28412

PARAMOUNTE ENGINEERING, PLLC
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

# CD REZONING SITE PLAN

SANCTUARY AT FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL DESIGN:
RELEASED FOR CONST.:

DRAWING INFORMATION

| | |
|---|---|
| DATE: | 05/31/24 |
| SCALE: | 1" = 60' |
| DESIGNED: | BWS |
| DRAWN: | BWS |
| CHECKED: | TPC |

SEAL

C-2.0

PEI JOB#: 24131.PE

# ATTACHMENT 1:

## Table of Permitted Uses

| 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 | | D | D | P | | D | | | | | |
| Accessory Dwelling 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 | |

# ATTACHMENT 2:

## Grey Bull Approved Preliminary Plat 4/22/2021

Certification of Submission
A copy of this plat has been submitted. Approval is subject to review; this does not constitute an approval.
Pender County Utilities: Anthony Cox Date: 4/19/21
Pender County Environmental Health: [illegible] Date: 4/19/21
Pender County Addressing Coordinator: [illegible] Date: 4/19/21

Certificate of Preliminary Plat Approval
Preliminary Plat Approval by Pender County for a period of two (2) years subject to the Pender County Unified Development Ordinance requirements and conditions of approval.
Planning Staff: [illegible] Date: 4/19/2021

# GREY BULL PROPERTY

## FOREST SOUND RD.
## PENDER COUNTY, NORTH CAROLINA

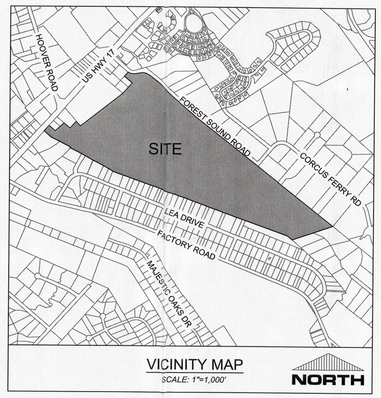
# CONDITIONAL REZONING / PRELIMINARY PLAT

## MAY 2017

REVISED 5/19/17 PER COMMISSIONERS CONDITIONS 12/3/15
REVISED 10/16/2020

FOR:

K&G PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412




VICINITY MAP
SCALE: 1"=1,000'
NORTH

NOTICE REQUIRED

ALL EXISTING UNDERGROUND UTILITIES SHALL BE PHYSICALLY LOCATED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION.

CONTACT "CAROLINA ONE CALL" AT
1-800-632-4949

CONTACT THESE UTILITIES

PENDER COUNTY PLANNING AND COMMUNITY DEVELOPMENT
ATTN: CHAD STARADUMSKY
PH: 910-259-1274

PIEDMONT NATURAL GAS
ATTN: CARL PAQUET
PH: 910-350-2242

EMERGENCY DIAL 911
POLICE - FIRE - RESCUE

PENDER COUNTY UTILITIES (WATER & SEWER)
ATTN: KENNY KEEL
PH: 910-259-0212

DUKE ENERGY
ATTN: KEVIN LEATHERWOOD
PH: 910-602-4304

AT&T
ATTN: STEVE DAYVAULT
PH: 910-392-8712

TIME WARNER CABLE
PH: 910-763-4638

DEVELOPER:
K&G PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412
ATTN: ROBERT H. JACKSON, (919) 291-8721

ENGINEER (CIVIL):
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
ATTN: TIMOTHY G. CLINKSCALES, P.E. (910) 791-6707

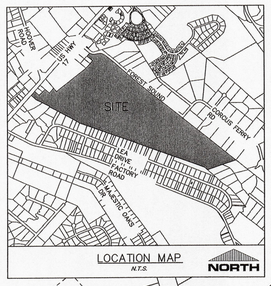
| SHEET INDEX | |
|---|---|
| SHEET NUMBER | SHEET TITLE |
| C-0.0 | COVER SHEET |
| SV-1 | PROPERTY SURVEY |
| C-2.0 | OVERALL SITE PLAN |
| C-2.1 thru C-2.4 | PRELIMINARY PLAT |

PREPARED BY:

PARAMOUNTE ENGINEERING, INC
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

PROJECT # 15204.PE

FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION




| | PIN | NAME | DEED_BOOK | DEED_PAGE |
|---|---|---|---|---|
| 1 | 3282-97-8857-0000 | HAMPSTEAD CROSSING LLC | 4289 | 200 |
| 2 | 3292-07-1701-0000 | HAMPSTEAD CROSSING LLC | 4289 | 200 |
| 3 | 3292-07-3653-0000 | ARMSTRONG MARK JEFFERY et al | 4415 | 93 |
| 4 | 3292-07-5477-0000 | SMITH CLIFFORD HAROLD III | 1549 | 238 |
| 5 | 3292-07-7430-0000 | LORUSSO JESSICA | 2045 | 61 |
| 6 | 3292-07-8384-0000 | FOWLER GARY J | 673 | 203 |
| 7 | 3292-07-9360-0000 | JONES ROBERT C et al | 676 | 142 |
| 8 | 3292-17-1204-0000 | BLAKE JAMES ROY | 1056 | 111 |
| 9 | 3292-17-2158-0000 | FUTRELL JOSEPH LEE et al | 842 | 116 |
| 10 | 3292-17-3136-0000 | HOWARD CHARLENE C | 707 | 41 |
| 11 | 3292-17-4121-0000 | HOWARD CHARLENE C | 707 | 41 |
| 12 | 3292-17-5017-0000 | ELMORE ROBERT W et al | 587 | 200 |
| 13 | 3292-17-6004-0000 | SMITH CLAUDE ALLEN et al | 2323 | 40 |
| 14 | 3292-17-6071-0000 | GARVEY KENNETH L et al | 3729 | 274 |
| 15 | 3292-16-7948-0000 | GARVEY KENNETH L et al | 3729 | 274 |
| 16 | 3292-16-8917-0000 | GARVEY KENNETH L et al | 3729 | 274 |
| 17 | 3292-16-8964-0000 | SMITH GLADYS ANN | 501 | 7 |
| 18 | 3292-16-9932-0000 | SMITH GLADYS ANN | 456 | 239 |
| 19 | 3292-26-0828-0000 | GARVEY THURMAN et al | 3305 | 152 |
| 20 | 3292-26-1825-0000 | WILLIAMS JAMES O JR | 4499 | 53 |
| 21 | 3292-26-2812-0000 | JOHNSTON KANSAS KIRT | 4239 | 63 |
| 22 | 3292-26-3777-0000 | MURRAY TONY FRANCIS | 630 | 199 |
| 23 | 3292-26-4732-0000 | MURRAY TONY FRANCIS | 630 | 199 |
| 24 | 3292-26-5711-0000 | MURRAY TONY F | 767 | 216 |
| 25 | 3292-26-5696-0000 | SPIVEY EDITH GARVEY | 625 | 234 |
| 26 | 3292-26-6663-0000 | SPIVEY EDITH GARVEY | 2569 | 90 |
| 27 | 3292-26-7630-0000 | LACIVITA MICHAEL DAVID et al | 3415 | 8 |
| 28 | 3292-26-8543-0000 | FUTRELL RANNY H et al | 2934 | 232 |
| 29 | 3292-26-9578-0000 | WHALEY JOHNNIE RAY | 4104 | 190 |
| 30 | 3292-36-0468-0000 | WARD JACK T JR et al | 456 | 174 |
| 31 | 3292-36-2401-0000 | ESPINOZA ROBERTO O et al | 1894 | 110 |
| 32 | 3292-36-2378-0000 | ESPINOZA ROBERTO O et al | 1894 | 110 |
| 33 | 3292-36-7371-0000 | RHODES ROY LEE et al | 559 | 16 |
| 34 | 3292-46-4159-0000 | BRIDGES CHAD A et al | 4581 | 343 |
| 35 | 3292-46-8266-0000 | BOODOOSINGH BASDAYE T et al | 3762 | 222 |
| 36 | 3292-56-0561-0000 | BRANDT ANNE MARIE | 4586 | 330 |
| 37 | 3292-56-0808-0000 | SABELLA JAMES C et al | 1188 | 121 |
| 38 | 3292-46-6885-0000 | SORG MARIA DEL MAR et al | 2946 | 233 |
| 39 | 3292-47-5170-0000 | LEA GARY NOLAN et al | 592 | 104 |
| 40 | 3292-47-3215-0000 | SEAR RICHARD HARVEY et al | 3287 | 131 |
| 41 | 3292-47-2402-0000 | O'REILLY RYAN D et al | 2497 | 114 |
| 42 | 3292-37-8433-0000 | CASTORO JOHN M et al | 1073 | 65 |
| 43 | 3292-37-4399-0000 | BUTLER TINA TAYLOR | 4288 | 290 |
| 44 | 3292-37-4817-0000 | HYNES ELAINE S REVOCABLE TRUST | 1337 | 158 |
| 45 | 3292-38-0173-0000 | MATTLIN JOSEPH et al | 1829 | 281 |
| 46 | 3292-28-8370-0000 | TROMBINO JOSEPH JR et al | 1031 | 255 |
| 47 | 3292-28-6601-0000 | GARG SHYAM L et al | 701 | 119 |
| 48 | 3292-28-3893-0000 | ANDERSON MACK D et al | 2352 | 270 |
| 49 | 3292-28-2962-0000 | WARREN WILLIAM L et al | 2655 | 304 |
| 50 | 3292-29-1053-0000 | HAWKINS WILLARD T JR et al | 3544 | 158 |
| 51 | 3292-29-1224-0000 | EDENS WILLIAM R et al | 4015 | 81 |
| 52 | 3292-19-9858-0000 | HAMPSTEAD VILLAGE ASSN INC | 744 | 547 |
| 53 | 3292-19-4204-0000 | JONES LINWOOD J | 3348 | 173 |
| 54 | 3292-19-1160-0000 | LEA ANITA | 403 | 262 |
| 55 | 3292-18-2965-0000 | LEA ANITA | 680 | 59 |
| 56 | 3292-18-0927-0000 | JONES JACK P | 4500 | 166 |
| 57 | 3292-08-6686-0000 | COUNTY OF PENDER A POLITICAL SUBDIVISION | 2317 | 338 |
| 58 | 3292-08-2304-0000 | TAYLOR LINDA KAYE HOWARD et al | 4063 | 215 |
| 59 | 3292-08-1231-0000 | GARG SHYAM L et al | 676 | 217 |
| 60 | 3292-08-0136-0000 | GARG SHYAM L et al | 676 | 217 |

3292-27-2690-0000
DB 4063 PG 215
PB 50 PG 60

AREA=5,264,940 SF
120.87 AC

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 107.80 | N47°14'28"W |
| L3 | 125.71 | N41°02'09"E |
| L4 | 164.18 | S49°19'24"E |
| L5 | 139.34 | S49°00'59"E |
| L6 | 161.41 | N41°03'37"E |
| L7 | 108.32 | S39°43'33"E |
| L8 | 152.94 | N51°56'91"E |
| L9 | 163.98 | N48°44'07"W |
| L10 | 208.66 | N41°07'38"E |
| L11 | 152.08 | S40°15'12"E |
| L12 | 154.73 | S39°45'35"E |
| L13 | 13.38 | N41°03'43"E |
| L14 | 99.95 | N41°01'23"E |
| L15 | 95.84 | N72°58'06"E |
| L16 | 65.54 | N13°24'18"W |
| L17 | 61.59 | N34°58'18"W |
| L18 | 79.84 | S49°16'24"E |
| L19 | 25.37 | N66°05'43"E |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 135.94 | 134.17 | S77°57'23"E | 130.20 |
| C2 | 142.50 | 141.25 | N78°04'51"W | 136.54 |

CERTIFICATE OF ACCURACY AND MAPPING

I, TIMOTHY CLINKSCALES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE REFERENCES NOTED ON THIS DRAWING), THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600). THIS 14 DAY OF April, A.D., 2015

I, TIMOTHY CLINKSCALES, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

TIMOTHY CLINKSCALES, PLS LICENSE NO. L-4953

GRAPHIC SCALE
0 200 400 800
SCALE: 1"=200'

NOTES:

1. AREA CALCULATED BY COORDINATES.
2. PROPERTY IS LOCATED WITHIN 349.42' FROM A NCGS MONUMENT "HAMPSTEAD 2 RS".
3. THIS TRACT LIES WITHIN DESIGNATED FLOOD ZONE X AND AE 10, ACCORDING TO FEMA FIRM COMMUNITY–PANEL NUMBER 3720329200J , BEARING AN EFFECTIVE DATE OF FEBRUARY 16, 2007.

REVISIONS:

CLIENT INFORMATION:
GREY BULL, INC.
12917 DURANT ROAD
RALEIGH, NC 27614

PARAMOUNTE ENGINEERING, INC.
5911 Oleander Drive, Suite 201
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)

PROPERTY SURVEY
GREY BULL PROPERTY

US HWY 17 HAMPSTEAD
TOPSAIL TOWNSHIP
PENDER COUNTY, NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL:
RELEASED FOR CONST:

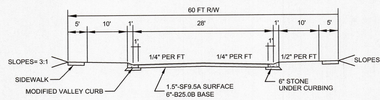
DRAWING INFORMATION
DATE: 8/18/2015
SCALE: 1"=200'
DESIGNED: DME
DRAWN: DME
CHECKED:

SEAL
NORTH CAROLINA
SEAL L-4953
TIMOTHY C CLINKSCALES

SV-1

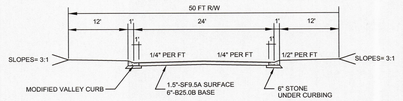
PEI JOB#: 15204.PE




TYPICAL 60' COLLECTOR ROAD CROSS SECTION

NOT TO SCALE




TYPICAL 50' PRIVATE ROAD CROSS SECTION

NOT TO SCALE

## SITE INFORMATION

| | |
|---|---|
| CURRENT LAND USE: | VACANT LAND |
| CURRENT ZONING: | RM-CD1 |
| PIN: | 3292-27-2690-0000 |
| PROPOSED USE: | RESIDENTIAL |
| TOTAL SITE AREA: | 120.87 ACRES |

## SINGLE FAMILY DIMENSION REQUIREMENTS

| | |
|---|---|
| MINIMUM LOT SIZE: | 6,800 SF |
| MINIMUM LOT WIDTH: | 30' |
| FRONTYARD SETBACK: | 5' MINIMUM |
| SIDEYARD SETBACK: | 5' MINIMUM |
| CORNER SIDEYARD SETBACK: | 5' MINIMUM |
| REAR SETBACK: | 10' MINIMUM |
| CHORD: | 40' MINIMUM |
| MAXIMUM HEIGHT: | 40' |
| STRUCTURE SEPARATION: | 10' (OR AS DICTATED BY FIRE CODE) |
| DENSITY: | NOT TO EXCEED 5 DU/AC |

## UNIT TOTALS

| | |
|---|---|
| SINGLE FAMILY: | 106 UNITS APPROVED |
| SINGLE FAMILY: | 106 UNITS PROVIDED |

## NUMBER OF DWELLING UNITS (DENSITY)

*FROM PENDER COUNTY DEVELOPABLE AREA FORMULA PER SECTION 4.8.1(C)*

| | |
|---|---|
| TOTAL SITE ACREAGE: | 120.87 ACRES |
| AREAS RESERVED AS NON-RESIDENTIAL DEVELOPMENT | |
| (UPLAND ONLY): | ± 30.87 ACRES |
| WETLANDS: | ± 41.73 ACRES (44.2 ACRES TOTAL WETLANDS - 2.47 ACRES PASSIVE OPEN SPACE) |
| RIGHT OF WAY: | ± 9.61 ACRES |
| OPEN SPACE (ACTIVE & PASSIVE): | ± 5.73 ACRES |
| REMAINING DEVELOPABLE AREA: | ± 32.93 ACRES |
| TOTAL PROJECT DENSITY: | 3.22 UNITS/ ACRE |
| TOTAL ALLOWABLE DENSITY: | 5 UNITS/ ACRE |

## UTILITIES

1. All water utilities will be coordinated with Pender County Engineering; and sewer utilities will be coordinated with Old North State Water Company, LLC.
2. Water provided by Pender County Engineering.
3. Sanitary sewer provided by Old North State Water Company, LLC. Letter provided in package depicts capacity is available to serve this project.

## OPEN SPACE REQUIREMENTS

| | |
|---|---|
| REQUIRED: | 0.03 ACRES/ 106 UNITS = 3.18 ACRES |
| ACTIVE SPACE: | NO LESS THAN 50% = 1.59 ACRES |
| PASSIVE SPACE: | NO MORE THAN 50% = 1.59 ACRES |
| PROVIDED: | 5.73 ACRES |
| ACTIVE SPACE: | 3.26 ACRES |
| PASSIVE SPACE: | 2.47 ACRES |

## PROJECT NARRATIVE:

The Conditional Rezoning request will allow the Applicant to change the current property Zoning of RP to RM-Conditional Use. This proposed action is requested to allow smaller sized single family lots than the current RP Zoning allows. Proposed lot sizes range from approximately 6,800 sf patio lots to 25,000+ sf estate lots. RP Zoning does not allow for lots less than 15,000 sf and requires larger setbacks than feasible on the smaller lots proposed. The Rezoning request allows the Developer to provide a range of product types.

## PROJECT ROAD NOTES

1. All collector roads will be public right of ways constructed to NCDOT Subdivision Roads Minimum Construction Standards. Only Second Street will be dedicated to NCDOT.
2. All other roads will be private rights of way open to public use, constructed to NCDOT subdivision roads minimum construction standards but not dedicated to NCDOT. Private roads to be maintained by community HOA.
3. All proposed internal roadway intersections and connections to existing roadways & the project collector road will have a 30' radius minimum.
4. Street name signs shall be installed as soon as roadways are accessible by vehicle traffic to include during construction and meet Pender county street sign specifications.
5. Addressing will comply with Pender County UDO article 11.
6. Sidewalks will be located on both sides of 2nd street. No other streets will have sidewalks.
7. Sidewalks shall meet all applicable collector road standards.
8. No proposed road exceeds 1 mile in length or accesses more than 200 lots. All roads will comply with section 7.5.3 of the Pender County UDO.
9. Private streets are designed to NCDOT standards and all lots shall be accessible to Pender County emergency service vehicles, with clearance to trees over the roadway from 13.5' in height by 20' in width.

## RECREATION UNIT NOTES

1. 95 lots require 1 recreation unit totaling $10,000 or more.
2. Applicant will install pavilion with sidewalk connection in the active open space area, with construction costs exceeding $10,000
3. Final design is pending and cost estimate will be provided to Pender County upon completion

## BUFFER NOTES

1. All adjacent properties along Hwy 17 are Zoned GB. All other adjacent properties are Zoned RP. No buffer or screening is required between residential uses.

*Density Calculations*

| | |
|---|---|
| Approved Grand Unit Total | 106 |
| Phase 1 Grand Unit Total | 95 |
| Total Site Acreage (approx.) | 120.87 |
| Total Wetland Acreage (approx.) | 58.99 |
| Total Open Space Acreage Required (Number of Lots x 0.03) | 3.18 |
| **Areas to Subtract From Site Acreage** | |
| *Commercial Area (Existing Cell Tower Parcel)* | 2.40 |
| *Future Development Area* | 12.10 |
| *ROW and Parking* | 8.73 |
| *Wetlands in Lots* | 0.00 |
| *Wetlands outside of Lots (58.99 Ac) - upland passive open space (1.14 Ac)* | 57.85 |
| *Total Active Open Space* | 3.34 |
| Total Area Subtracted from Total Site Acreage Land Acreage | 84.42 |
| Total Developable Land Acreage | 36.45 |
| Max. Allowable Density Units/ Acre (max. 5du/ac allowed) | 182.25 |
| Total Proposed Density Units/ Acre | 2.9 |

## TRAFFIC IMPACTS

1. SEE BELOW FOR TABLE 1: TRIP GENERATION CALCULATIONS - PRELIMINARY

**TRIP GENERATION CALCULATIONS - PRELIMINARY**

| *Use:* | ***Residential*** | |
|---|---|---|
| *Land Use Code* | ***210*** | |
| *Number of Dwelling Units* | 95 | |
| **Weekday: Ln(T)=0.92Ln(X)+2.71** | | |
| T = | 992 | Avg.VTE |
| **Weekday Peak AM: T=0.70(X)+9.43** | | |
| T = | 76 | Avg.VTE |
| **Weekday Peak PM: Ln(T)=0.90Ln(X)+0.52** | | |
| T = | 101 | Avg.VTE |

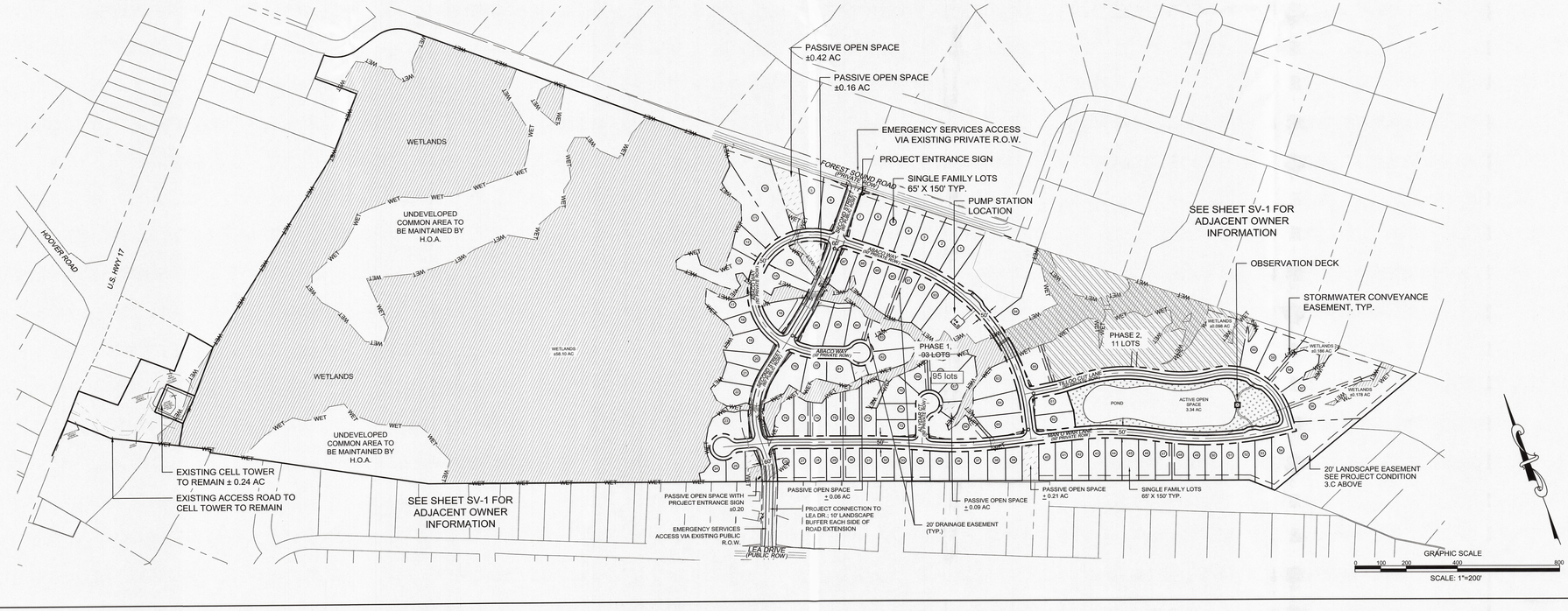
PER APPROVAL LETTER DATED DECEMBER 3, 2015
CONDITIONAL ZONING MAP AMENDMENT (11458)

The Pender County Board of Commissioners, at their November 23, 2015 meeting, voted unanimously to approve the Zoning Map Amendment for a conditional rezoning of the property identified by Pender County PIN: 3292-27-2690-0000. Specifically, they approved the rezoning of one (1) tract from RP, Residential Performance zoning district to RM-CD-1, Residential Mixed Conditional zoning district.

The Pender County Board of Commissioners, at their November 23, 2015 meeting, voted unanimously to approve the Zoning Map Amendment for a conditional rezoning of the property identified by Pende County PIN: 3292-27-2690-0000. Specifically, they approved the rezoning of one (1) tract from RP Residential Performance zoning district to RM- CDI,Residential Mixed Conditional zoning district.

The conditions for this project as approved by the Board of County Commissioners are as follows:

1. Uses allowed shall be limited to one hundred and six (106) Single Family Detached Conventional housing type as defined typical neighborhood amenities and project infrastructure, as well as a approved telecommunication tower (Case 10965). A "single-family detached residence" shall be a dwelling unit located on a single lot with private yards on all four sides.
2. The Applicant shall submit an approved Traffic Impact Analysis (TIA) prior to the approval of any phases of the development proposal.
3. Buffers
   a. The project shall provide a twenty (20) foot buffer within common area along Forest Sound Road (private) where single family lots a re proposed and are adjacent to the private road right of way through a combination - of existing vegetation an supplemental plantings to preserve community cohesiveness with the adjacent Forest Sound neighborhood to the extent practical. Buffer plantings shall be installed i addition to existing natural growth on the property where existing vegetation an natural growth does not meet the required buffer.
   The plantings shall consist of indigenous trees and shrubs such as but not limited to; wax myrtles, red cedars, oak species, maples and other similar species. The specific plantings shall have a minimum plant size is accordance with the Pender County Unified Development Ordinance (Section 8.1.6) including; for canopy trees a minimum of a two (2) inch caliper measured at four and a half (4.5) feet above ground and planted thirty (30) feet on center or as a mature canopy tree may dictate and for understory trees minimum of four (4) feet in height at planting. Landscape and buffer maintenance shall be the responsibility of the homeowner association and referenced within the restrictive covenants and subsequently recorded in the Pender County Register of Deeds. All buffer installation is required prior to the Final Plat approval of any phase.
   b. Applicant met with adjacent property owners located on Second Street (SR 1616) where the platted right of way exists located within the legal description of "Lot 1 & 2" and "Lot 19 & 20" on Map Book 8 Page 27 Hampstead on the Sound Section 5 and both parties agreed to mutually define, establish, and install a landscape buffer equal to ten (10) feet in width measured from the outside boundary of the NCDOT right of way identified as Second Street (SR 1616) and the side yard of each property aforementioned.
   The plantings shall consist of indigenous trees and shrubs such as but not limited; to wax myrtles, red cedars, oak species, maples and other similar species as available. The specific plantings shall be a minimum of two (2) inch caliper. All buffers shall be installed by t he Applicant at Applicant's expense and maintained by property owners as mutually agreed upon. The developer shall work with NCDOT in the installation of any additional driveway accesses requested by the property owners on Second Street (SR 1616) and culverts, if any, to allow for access to existing rear yards.
   c. The project shall contain a twenty (20) foot landscape easement measured from the rear of the lots on the eastern property boundaries (Grovediere Lane), specifically lot numbers 20-23 as depicted on the Conditional Rezoning Site Plan dated September 14, 2015. The easement shall require the Applicant and property owners for these lots to maintain existing and natural vegetation. The easement shall serve as a perpetual vegetative buffer between adjacent properties. Responsibility of maintenance shall be conveyed to each individual property owner and referenced and enforced by the rights conveyed to the homeowners association through the bylaws and restrictive covenants recorded at the Pender County Register of Deeds.
4. Roadways
   a. The Applicant shall collaborate with the Forest Sound Homeowners Association, herein FSHA, to devise a Road Maintenance Agreement specifically to address improvements and long-term maintenance of Forest Sound Road (private) from the site entrance to US HWY 17. The applicant has agreed to resurface Forest Sound Road (private) and enter into a mutually satisfactory Agreement, herein "Agreement", with the FSHA to effectuate the same. The Agreement will define the resurfacing to meet or exceed the current NCDOT Subdivision Roads (Secondary Roads) Standards for resurfacing. All improvements are required prior to the approval of Final Plat for any phase.
   b. If there are any changes requested to the site plan presented with this Conditional Rezoning or if additional single family residential structures are proposed, the project shall be reevaluated in accordance with Pender County Unified Development Ordinance standards. If future development is proposed, roadway connection to Davis Road and Lea Drive Extension (SR 1614) will be revaluated.
5. The Applicant and FSHA have collaborated independently from Pender County to mutually agree upon a private agreement to assist in alleviating some of the concerns FSHA expressed as a result of the proposed development. Some of the terms and conditions of the private agreement contain provisions for the following;
   a. Privacy through funding a private gate entrance designed and maintained by FSHA.
   b. Formal education by Applicant delivered to each future homeowner of the proposed residential subdivision through written documents, such as but not limited to Restrictive Covenants, maps, and notices, outlining the easements, buffers and various private property areas of the FSHA and the necessary legal requirements to adhere to the private property restrictions in place to protect unauthorized access of t he same.
6. The applicant shall direct site work involved with the construction of the project to the greatest extent possible to ingress on Second Street (SR 1616 )and egress on Forest Sound Road (private) t o distribute traffic equitably as not to decrease service at any intersection or negatively increase safe conditions to the network (Added at 11/23/2015 Board of County Commissioners Meeting).




FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

| | |
|---|---|
| REV1 - POST COMMISSIONER APPROVAL TO ADDRESS CONDITIONS | 05.19.17 |
| REV2 - POST COMMISSIONER APPROVAL NCDOT ROAD REV. | 11.12.19 |
| REV 3 - POST COMMISSIONER APPROVAL | 10.16.20 |
| ADDITION OF LOTS 94 & 95 TO PHASE 1 PRELIMINARY PLAT | 2.23.21 |

CLIENT INFORMATION:

KG PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

OVERALL SITE PLAN
CONDITIONAL REZONING
FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY PLAT:
FINAL DESIGN:
RELEASED FOR CONST:

DRAWING INFORMATION
SCALE: 1" = 80'
DESIGNED: JRC
DRAWN: AWE
CHECKED:

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 028847 ENGINEER TIMOTHY G. CLINKSCALES
2/23/21

C-2.0

PEI JOB#: 15204.PE




## SITE INFORMATION

| | |
|---|---|
| CURRENT LAND USE: | VACANT LAND |
| CURRENT ZONING: | RM-CD1 |
| PIN: | 3292-27-2690-0000 |
| PROPOSED USE: | RESIDENTIAL |
| TOTAL SITE AREA: | 120.87 ACRES |

## SINGLE FAMILY DIMENSION REQUIREMENTS

| | |
|---|---|
| MINIMUM LOT SIZE: | 6,800 SF |
| MINIMUM LOT WIDTH: | 30' |
| FRONTYARD SETBACK: | 5' MINIMUM |
| SIDEYARD SETBACK: | 5' MINIMUM |
| CORNER SIDEYARD SETBACK: | 5' MINIMUM |
| REAR SETBACK: | 10' MINIMUM |
| CHORD: | 40' MINIMUM |
| MAXIMUM HEIGHT: | 40' |
| STRUCTURE SEPARATION: | 10' (OR AS DICTATED BY FIRE CODE) |
| DENSITY: | NOT TO EXCEED 5 DU/AC |

## UNIT TOTALS

SINGLE FAMILY: 93 SINGLE FAMILY UNITS

## OPEN SPACE REQUIREMENTS

| | |
|---|---|
| REQUIRED: | 0.03 ACRES/ 106 UNITS = 3.18 ACRES |
| ACTIVE SPACE: | NO LESS THAN 50% = 1.59 ACRES |
| PROVIDED: | ± 4.48 ACRES (UPLANDS) |
| ACTIVE SPACE: | ± 3.34 ACRES |
| PASSIVE SPACE: | ± 1.14 ACRES UPLANDS (OUTSIDE WETLANDS)<br>± 58.99 ACRES (WETLANDS NOT INCLUDED) |

## STORMWATER

1. Stormwater design shall be compliant with Pender County UDO
2. Full permit approvals to be provided to County when received
3. Stormwater will be handled on site in compliance with all state and county stormwater standards. To be permitted as Low Density Development with swales between lots to handle stormwater, see plan.
4. Low Density Development with 12% max impervious area. Each lot will be allocated 3,750 sf of impervious coverage.
5. The plan and facilities shall provide for a drainage system for these areas that will accommodate the ten-year storm event without flooding or substantial ponding of water in the areas included in the plan.

## UTILITIES

1. All water utilities will be coordinated with Pender County Engineering; and sewer utilities will be coordinated with Old North State Water Company, LLC.
2. Water provided by Pender County Engineering.
3. Sanitary sewer provided by Old North State Water Company, LLC. Letter provided in package depicts capacity is available to serve this project.

## RECREATION UNIT NOTES

1. 93 lots require 1 recreation unit totaling $10,000 or more.
2. Applicant will install pavilion with sidewalk connection in the active open space area, with construction costs exceeding $10,000
3. Final design is pending and cost estimate will be provided to Pender County upon completion

## WETLAND DELINEATION NOTES

1. Jurisdictional wetland delineation for this property is approved. Reference permit number SAW-2017-00644.

## PHASING

1. The neighborhood is planned to have 2 phases.
2. All amenities will be constructed in phase 1.

## *Density Calculations*

| | |
|---|---|
| Approved Grand Unit Total | 106 |
| Phase 1 Grand Unit Total | 95 |
| Total Site Acreage (approx.) | 120.87 |
| Total Wetland Acreage (approx.) | 58.99 |
| Total Open Space Acreage Required (Number of Lots x 0.03) | 3.18 |

| | |
|---|---|
| **Areas to Subtract From Site Acreage** | |
| *Commercial Area (Existing Cell Tower Parcel)* | 2.40 |
| *Future Development Area* | 12.10 |
| *ROW and Parking* | 8.73 |
| *Wetlands In Lots* | 0.00 |
| *Wetlands outside of Lots (58.99 Ac) - upland passive open space (1.14 Ac)* | 57.85 |
| *Total Active Open Space* | 3.34 |
| **Total Area Subtracted from Total Site Acreage Land Acreage** | 84.42 |
| **Total Developable Land Acreage** | 36.45 |
| Max. Allowable Density Units/ Acre (max. 5du/ac allowed) | 182.25 |
| Total Proposed Density Units/ Acre | 2.9 |

## TRAFFIC IMPACTS

1. SEE BELOW FOR TABLE 1: TRIP GENERATION CALCULATIONS - PRELIMINARY

**TRIP GENERATION CALCULATIONS - PRELIMINARY**

| | | |
|---|---|---|
| *Use:* | ***Residential*** | |
| *Land Use Code* | ***210*** | |
| *Number of Dwelling Units* | 95 | |
| **Weekday: Ln(T)=0.92Ln(X)+2.71** | | |
| T = | 992 | Avg.VTE |
| **Weekday Peak AM: T=0.70(X)+9.43** | | |
| T = | 76 | Avg.VTE |
| **Weekday Peak PM: Ln(T)=0.90Ln(X)+0.52** | | |
| T = | 101 | Avg.VTE |

## FLOODPLAIN NOTES

1. Portion of this tract lays within designated Flood Zone AE per FRIS Preliminary Firm Map 3720329200J, dated February 16, 2007.

## HISTORICAL & ARCHAEOLOGY NOTES

1. No known historic or archeological sites exist on any of the subject parcels.

## STREETLIGHT NOTES

1. Streetlight locations shown on plan are preliminary, and based on Pender County UDO specifications. Final design, locations, and calculations will be provided by Duke Energy.

## HOMEOWNERS ASSOCIATION

1. Per Pender County UDO 7.3, homeowners associations shall be required for all developments with dedicated improvements such as privately maintained streets and/or open space dedications and must be recorded along with the first phase of a final plat to encompass the entire development with an outline of amenities/land transferred to the said hoa at or before 25% of all units are constructed.

## LANDSCAPING

1. See sheets C-2.2 for Landscape Plan

## BUFFER NOTES

1. All adjacent properties along Hwy 17 are Zoned GB. All other adjacent properties are Zoned RP. No buffer or screening is required between residential uses.

## CELL TOWER NOTE

1. Reference Special Use permit number 10956 for cell tower information.

## WETLAND DELINEATION NOTES

1. Jurisdictional wetland delineation for this property is approved. Reference permit number SAW-2017-00644.

## PHASING

1. The neighborhood is planned to have 2 phases.
2. All amenities will be constructed in phase 1.

## PROJECT ROAD NOTES

1. All collector roads will be public right of ways constructed to NCDOT Subdivision Roads Minimum Construction Standards. Only Second Street will be dedicated to NCDOT.
2. All other roads will be private rights of way open to public use, constructed to NCDOT subdivision roads minimum construction standards but not dedicated to NCDOT. Private roads to be maintained by community HOA.
3. All proposed internal roadway intersections and connections to existing roadways & the project collector road will have a 30' radius minimum.
4. Street name signs shall be installed as soon as roadways are accessible by vehicle traffic to include during construction and meet Pender county street sign specifications.
5. Addressing will comply with Pender County UDO article 11.
6. Sidewalks will be located on both sides of 2nd street. No other streets will have sidewalks.
7. Sidewalks shall meet all applicable collector road standards.
8. No proposed road exceeds 1 mile in length or accesses more than 200 lots. All roads will comply with section 7.5.3 of the Pender County UDO.
9. Private streets are designed to NCDOT standards and all lots shall be accessible to Pender County emergency service vehicles, with clearance to trees over the roadway from 13.5' in height by 20' in width.

## PER APPROVAL LETTER DATED DECEMBER 3, 2015 CONDITIONAL ZONING MAP AMENDMENT (11458)

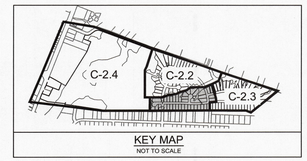
The Pender County Board of Commissioners, at their November 23, 2015 meeting, voted unanimously to approve the Zoning Map Amendment for a conditional rezoning of the property identified by Pender County PIN: 3292-27-2690-0000. Specifically, they approved the rezoning of one (1) tract from RP, Residential Performance zoning district to RM-CD-1, Residential Mixed Conditional zoning district.

The Pender County Board of Commissioners, at their November 23, 2015 meeting, voted unanimously to approve the Zoning Map Amendment for a conditional rezoning of the property identified by Pende County PIN: 3292-27-2690-0000. Specifically, they approved the rezoning of one (1) tract from RP Residential Performance zoning district to RM- CD\Residential Mixed Conditional zoning district.

The conditions for this project as approved by the Board of County Commissioners are as follows:

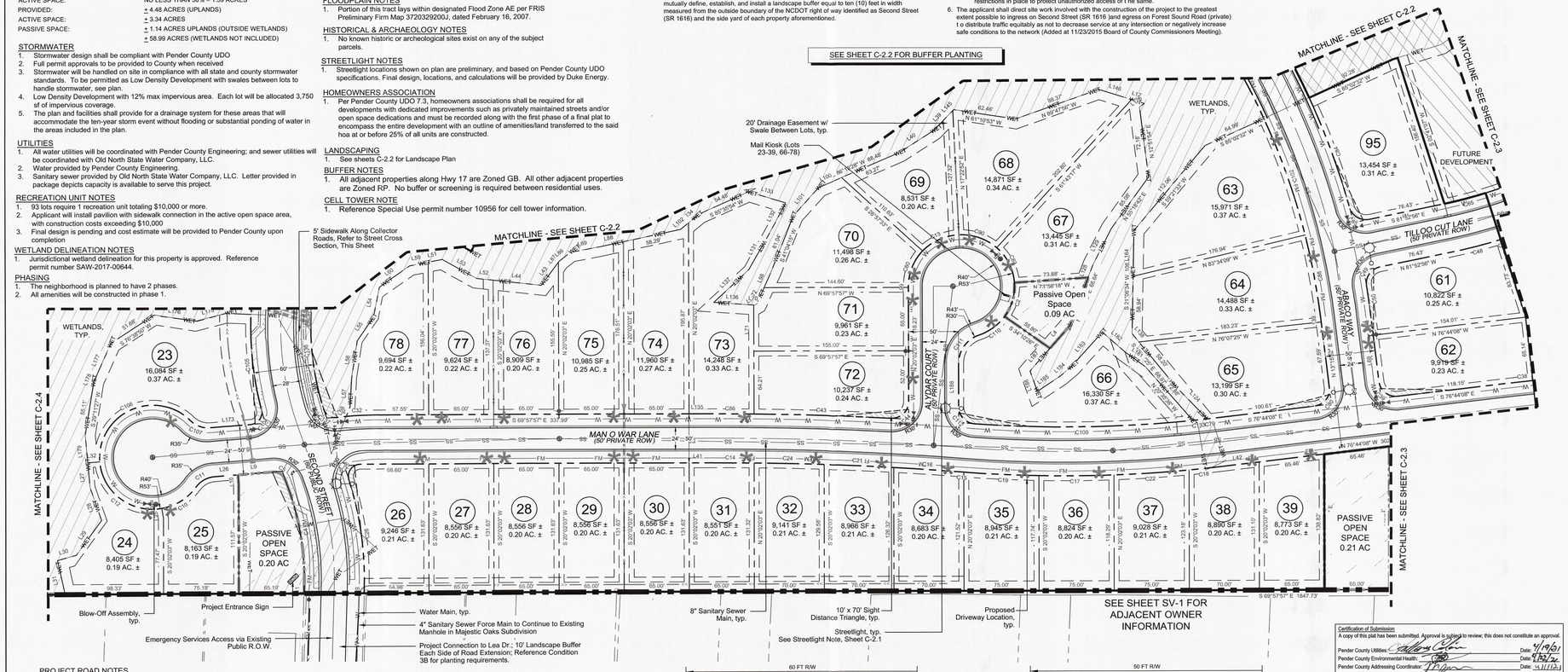
1. Uses allowed shall be limited to one hundred and six (106) Single Family Detached Conventional housing type as defined typical neighborhood amenities and project infrastructure, as well as a approved telecommunication tower (Case 10965). A "single-family detached residence" shall be a dwelling unit located on a single lot with private yards on all four sides.
2. The Applicant shall submit an approved Traffic Impact Analysis (TIA) prior to the approval of any phases of the development proposal.
3. Buffers
   a. The project shall provide a twenty (20) foot buffer within common area along Forest Sound Road (private) where single family lots are proposed and are adjacent to the private road right of way through a combination - of existing vegetation an supplemental plantings to preserve community cohesiveness with the adjacent Forest Sound neighborhood to the extent practical. Buffer plantings shall be installed i addition to existing natural growth on the property where existing vegetation an natural growth does not meet the required buffer.
   The plantings shall consist of indigenous trees and shrubs such as but not limited to; wax myrtles, red cedars, oak species, maples and other similar species. The specific plantings shall have a minimum plant size in accordance with the Pender County Unified Development Ordinance (Section 8.1.6) including; for cancpy trees a minimum of a two (2) inch caliper measured at four and a half (4.5) feet above ground and planted thirty (30) feet on center or as a mature canopy tree may dictate and for understory trees minimum of four (4) feet in height at planting. Landscape and buffer maintenance shall be the responsibility of the homeowner association and referenced within the restrictive covenants and subsequently recorded in the Pender County Register of Deeds. All buffer installation is required prior to the Final Plat approval of any phase.
   b. Applicant met with adjacent property owners located on Second Street (SR 1616) where the platted right of way exists located within the legal description of "Lot 1 & 2" and "Lot 19 & 20" on Map Book 8 Page 27 Hampstead on the Sound Section 5 and both parties agreed to mutually define, establish, and install a landscape buffer equal to ten (10) feet in width measured from the outside boundary of the NCDOT right of way identified as Second Street (SR 1616) and the side yard of each property aforementioned.

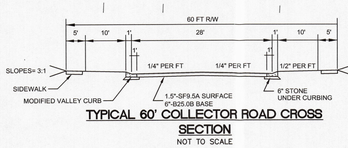
   The plantings shall consist of indigenous trees and shrubs such as but not limited; to wax myrtles, red cedars, oak species, maples and other similar species as available. The specific plantings shall be a minimum of two (2) inch caliper. All buffers shall be installed by t he Applicant at Applicant's expense and maintained by property owners as mutually agreed upon.' The developer shall work with NCDOT in the installation of any additional driveway accesses requested by the property owners on Second Street (SR 1616) and culverts, if any, to allow for access to existing rear yards.
   c. The project shall contain a twenty (20) foot landscape easement measured from the rear of the lots on the eastern property boundaries (Crovediere Lane), specifically lot numbers 20-23 as depicted on the Conditional Rezoning Site Plan dated September 14, 2015. The easement shall require the Applicant and property owners for these lots to maintain existing and natural vegetation. The easement shall serve as a perpetual vegetative buffer between adjacent properties. Responsibility of maintenance shall be conveyed to each individual property owner and referenced and enforced by the rights conveyed to the homeowners association through the bylaws and restrictive covenants recorded at the Pender County Register of Deeds.
4. Roadways
   a. The Applicant shall collaborate with the Forest Sound Homeowners Association, herein FSHA, to devise a Road Maintenance Agreement specifically to address improvements to ~+/-7 and long-term maintenance of Forest Sound Road (private) from the site entrance to US HWY 17. The applicant has agreed to resurface Forest Sound Road (private) and enter into a mutually satisfactory Agreement, herein "Agreement", with the FSHA to effectuate the same. The Agreement will define the resurfacing to meet or exceed the current NCDOT Subdivision Roads (Secondary Roads) Standards for resurfacing. All improvements are required prior to the approval of Final Plat for any phase.
   b. If there are any changes requested to the site plan presented with this Conditional Rezoning or if additional single family residential structures are proposed, the project shall be reevaluated in accordance with Pender County Unified Development Ordinance standards. If future development is proposed, roadway connection to Davis Road and Lea Drive Extension (SR 1614) will be revaluated.
5. The Applicant and FSHA have collaborated independently from Pender County to mutually agree upon a private agreement to assist in alleviating some of the concerns FSHA expressed as a result of the proposed development. Some of the terms and conditions of the private agreement contain provisions for the following;
   a. Privacy through funding a private gate entrance designed and maintained by FSHA.
   b. Formal education by Applicant delivered to each future homeowner of the proposed residential subdivision through written documents, such as but not limited to Restrictive Covenants, maps, and notices, outlining the easements, buffers and various private property areas of the FSHA and the necessary legal requirements to adhere to the private property restrictions in place to protect unauthorized access of t he same.
6. The applicant shall direct site work involved with the construction of the project to the greatest extent possible to ingress on Second Street (SR 1616 )and egress on Forest Sound Road (private) t o distribute traffic equitably as not to decrease service at any intersection or negatively increase safe conditions to the network (Added at 11/23/2015 Board of County Commissioners Meeting).



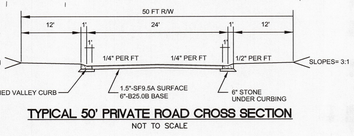

KEY MAP
NOT TO SCALE

SEE SHEET C-2.2 FOR BUFFER PLANTING




TYPICAL 60' COLLECTOR ROAD CROSS SECTION
NOT TO SCALE




TYPICAL 50' PRIVATE ROAD CROSS SECTION
NOT TO SCALE

Certification of Submission
A copy of this plat has been submitted. Approval is subject to review; this does not constitute an approval.
Pender County Utilities: _____ Date: 4/19/21
Pender County Environmental Health: _____ Date: 4/21/21
Pender County Addressing Coordinator: _____ Date: 4/19/21

Certificate of Preliminary Plat Approval
Preliminary Plat Approval by Pender County for a period of two (2) years subject to the Pender County Unified Development Ordinance requirements and conditions of approval.
Planning Staff: _____ Date: _____

NORTH

0 50 100 150 feet
SCALE: 1" = 50'

FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

| REVISIONS: | |
|---|---|
| Revised per comments received 8/2/17 | 8/15/17 |
| Revised per NCDOT road rev. | 11/12/19 |
| Revised per Staff Comments | 10/16/20 |
| ADDITION OF LOTS 94 & 95 TO PHASE 1 PRELIMINARY PLAT | 2.23.21 |

CLIENT INFORMATION:
KG PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412

PARAMOUNT ENGINEERING
122 Cinema Drive
Wilmington, NC 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License # C-2846

PRELIMINARY PLAT
PHASE 1
FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY PLAT:
FINAL DESIGN:
CONSTRUCTION CONST:

DRAWING INFORMATION:
DATE: 08/07/17
SCALE: 1"=50'
DESIGNED: JRC
DRAWN: JWE
CHKD/QAD:

SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 028847 TIMOTHY C. CLINKSCALES
2/23/21

C-2.1

PEI JOB#: 15204.PE

KEY MAP
NOT TO SCALE

PLANT SCHEDULE

| TREES | CODE | BOTANICAL NAME | SIZE | | QTY |
|---|---|---|---|---|---|
| | QUE FAL | QUERCUS FALCATA SOUTHERN RED OAK | 2" CAL | | 56 |

BUFFER PLANTING PER COUNTY COMMISSIONER'S CONDITIONS (SEE SHEET C-2.1 FOR LETTER)
*REQUIRED: (1) CANOPY TREE PER 30'*

Certification of Submission
A copy of this plat has been submitted. Approval is subject to review; this does not constitute an approval.
Pender County Utilities: _____ Date: 4/16/21
Pender County Environmental Health: _____ Date: 4/27/21
Pender County Addressing Coordinator: _____ Date: 4/15/21

Certificate of Preliminary Plat Approval
Preliminary Plat Approval by Pender County for a period of two (2) years subject to the Pender County Unified Development Ordinance requirements and conditions of approval.
Planning Staff: _____ Date: _____

NORTH
0 50 100 150 feet
SCALE: 1" = 50'

FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

| | |
|---|---|
| Revised per comments received 6/2/17 | 6/15/17 |
| Revised per NCDOT road rev. | 11/15/18 |
| Revised per Staff Comments | 10/16/20 |
| ADDITION OF LOTS 84 & 87 TO PHASE 1 PRELIMINARY PLAT | 2/23/21 |

CLIENT INFORMATION:
KG PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) 910) 791-6760 (F)
NC License #: C-2846

PRELIMINARY PLAT
PHASE 1
FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT
PRELIMINARY PLAT
FINAL DESIGN
RELEASED FOR CONST

DRAWING INFORMATION
DATE: 05/18/17
SCALE: 1" = 50'
DESIGNED: AME
DRAWN: AME
CHECKED:

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 028847 ENGINEER MARTIN G. CLINESMITH
2/23/21

C-2.2

PEI JOB#: 15204.PE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA |
|---|---|---|---|---|---|
| C1 | 53.00' | 58.39' | 56.33' | N 57°53'47" W | 64°12'27" |
| C2 | 53.00' | 36.78' | 36.03' | S 35°39'38" W | 39°45'52" |
| C3 | 450.00' | 53.94' | 53.91' | N 79°29'47" E | 6°52'04" |
| C4 | 280.00' | 111.41' | 110.68' | N 10°09'05" E | 22°47'50" |
| C5 | 14.00' | 15.97' | 14.34' | N 37°35'28" W | 65°21'13" |
| C6 | 450.00' | 124.74' | 124.34' | N 88°39'03" E | 15°52'48" |
| C7 | 225.00' | 78.10' | 77.70' | N 08°13'09" W | 19°53'26" |
| C8 | 205.00' | 39.97' | 39.90' | S 18°18'55" E | 11°10'29" |
| C9 | 1366.00' | 23.97' | 23.97' | N 47°32'22" E | 0°58'22" |
| C10 | 53.00' | 41.59' | 40.53' | N 77°43'26" W | 44°57'41" |
| C11 | 53.00' | 21.89' | 21.18' | S 80°17'59" W | 50°07'54" |
| C12 | 53.00' | 88.03' | 78.20' | N 76°34'15" W | 95°10'13" |
| C13 | 53.00' | 41.02' | 40.00' | N 83°12'39" E | 44°20'05" |
| C14 | 1210.00' | 44.55' | 44.54' | N 89°34'05" W | 0°47'43" |
| C15 | 1301.54' | 0.39' | 0.39' | N 00°29'31" W | 0°00'31" |
| C16 | 1210.00' | 69.97' | 69.97' | N 01°48'24" W | 3°18'50" |
| C17 | 1301.54' | 75.61' | 75.60' | N 01°48'24" W | 3°19'50" |
| C18 | 1301.54' | 31.54' | 31.54' | N 03°32'49" W | 1°23'18" |
| C19 | 1301.54' | 68.08' | 68.01' | N 87°14'19" W | 2°59'40" |
| C20 | 1301.54' | 7.09' | 7.09' | N 85°39'03" W | 0°18'43" |
| C21 | 1210.00' | 70.09' | 70.08' | N 87°17'43" W | 1°19'03" |
| C22 | 1301.54' | 78.16' | 78.15' | N 73°43'38" W | 3°26'03" |
| C23 | 265.00' | 45.31' | 45.25' | N 64°01'52" W | 9°47'39" |
| C24 | 1210.00' | 70.09' | 70.08' | N 68°48'44" W | 3°19'03" |
| C25 | 1210.00' | 22.29' | 22.29' | N 66°39'19" W | 1°03'12" |
| C26 | 340.00' | 111.97' | 111.47' | S 82°09'05" W | 18°52'03" |
| C27 | 340.00' | 1.32' | 1.32' | N 51°15'19" E | 0°13'20" |
| C28 | 1244.05' | 65.03' | 65.02' | N 68°36'18" W | 3°00'01" |
| C29 | 1244.05' | 65.03' | 65.03' | N 71°37'08" W | 3°00'01" |
| C30 | 1244.05' | 65.03' | 65.02' | N 74°36'18" W | 3°00'01" |
| C31 | 1244.05' | 65.26' | 65.11' | S 77°41'19" E | 3°00'14" |
| C32 | 255.00' | 76.13' | 75.83' | N 45°00'19" E | 17°06'00" |
| C33 | 340.00' | 28.20' | 28.19' | N 86°49'31" E | 4°45'20" |
| C34 | 55.00' | 28.10' | 27.80' | N 84°49'19" E | 29°16'00" |
| C35 | 55.00' | 51.70' | 49.80' | S 84°59'22" E | 53°51'37" |
| C36 | 1244.05' | 51.88' | 51.88' | N 86°54'36" W | 2°23'05" |
| C37 | 1255.00' | 63.66' | 63.65' | N 56°51'45" E | 14°31'44" |
| C38 | 1255.00' | 12.93' | 12.93' | S 78°16'28" E | 0°35'25" |
| C39 | 55.00' | 23.77' | 23.58' | S 31°44'08" E | 90°00'00" |
| C40 | 1244.05' | 65.03' | 65.02' | N 77°36'40" W | 3°00'01" |
| C41 | 1255.00' | 61.92' | 61.92' | N 20°59'01" W | 3°33'15" |
| C42 | 55.00' | 28.72' | 28.41' | N 45°40'55" W | 29°55'31" |
| C43 | 280.00' | 137.13' | 135.74' | S 67°39'39" E | 28°03'47" |
| C44 | 17.00' | 27.69' | 24.73' | N 68°31'51" E | 93°19'36" |
| C45 | 55.00' | 55.09' | 52.88' | N 63°03'14" W | 57°23'42" |
| C46 | 665.00' | 65.39' | 65.36' | N 36°19'29" W | 5°38'29" |
| C47 | 1200.00' | 63.26' | 63.26' | N 75°13'20" W | 3°01'14" |
| C48 | 475.00' | 47.55' | 47.53' | N 84°45'00" W | 5°44'08" |
| C49 | 17.00' | 25.73' | 23.37' | S 54°14'08" W | 86°42'02" |
| C50 | 745.00' | 25.84' | 25.84' | S 52°16'15" W | 1°59'14" |
| C51 | 1200.00' | 65.19' | 65.19' | N 05°05'08" E | 3°06'51" |
| C52 | 1425.00' | 140.11' | 140.06' | S 41°29'59" W | 5°38'01" |
| C53 | 17.00' | 18.92' | 17.99' | S 43°11'23" W | 63°46'12" |
| C54 | 1200.00' | 65.56' | 65.55' | N 72°29'42" W | 3°07'56" |
| C55 | 895.00' | 65.56' | 65.53' | S 41°14'58" W | 4°11'56" |
| C56 | 1200.00' | 65.02' | 65.01' | N 69°03'22" W | 3°06'16" |
| C57 | 12.00' | 19.88' | 17.68' | N 49°37'57" W | 94°53'57" |
| C58 | 205.00' | 142.96' | 140.08' | N 75°53'19" W | 39°57'35" |
| C59 | 1365.00' | 123.50' | 123.46' | N 41°14'46" E | 5°11'04" |
| C60 | 53.00' | 39.76' | 38.85' | N 41°52'15" E | 43°00'04" |
| C61 | 1365.00' | 33.92' | 33.92' | N 46°17'41" W | 1°25'48" |
| C62 | 205.00' | 104.30' | 103.17' | S 38°19'05" W | 29°09'02" |
| C63 | 1244.05' | 66.15' | 66.15' | N 80°18'40" W | 3°02'45" |
| C64 | 340.00' | 72.04' | 71.91' | N 33°03'05" E | 12°08'40" |
| C65 | 425.00' | 49.95' | 49.93' | S 85°18'03" E | 6°44'07" |
| C66 | 565.00' | 58.21' | 58.18' | S 75°58'04" E | 5°54'10" |
| C67 | 205.00' | 111.73' | 110.35' | S 68°11'11" W | 31°13'30" |
| C68 | 1365.00' | 33.72' | 33.72' | N 44°52'47" W | 1°24'53" |
| C69 | 565.00' | 34.99' | 34.98' | S 88°31'34" E | 3°32'49" |
| C70 | 53.00' | 70.00' | 65.03' | S 58°09'28" W | 75°40'01" |
| C71 | 205.00' | 64.83' | 64.56' | N 09°07'48" E | 18°07'00" |
| C72 | 12.00' | 18.85' | 16.97' | S 06°52'48" E | 90°00'00" |
| C73 | 1365.00' | 69.71' | 69.70' | N 46°14'51" W | 2°55'48" |
| C74 | 205.00' | 159.26' | 155.29' | S 09°29'25" E | 44°30'41" |
| C75 | 1244.05' | 20.29' | 20.29' | N 80°20'44" W | 0°56'04" |
| C76 | 272.38' | 4.71' | 4.71' | N 51°03'15" E | 0°59'28" |
| C77 | 205.00' | 3.02' | 3.02' | N 46°14'51" W | 0°50'38" |
| C78 | 745.00' | 14.00' | 14.00' | S 50°39'25" E | 1°04'51" |
| C79 | 1251.54' | 7.26' | 7.26' | S 76°34'59" E | 0°19'56" |
| C80 | 17.00' | 26.70' | 24.04' | N 58°15'05" E | 90°00'00" |
| C81 | 205.00' | 82.33' | 82.17' | N 41°31'46" W | 23°00'47" |
| C82 | 12.00' | 17.82' | 16.23' | N 09°09'35" E | 85°06'09" |
| C83 | 53.00' | 41.02' | 40.00' | S 09°07'48" W | 44°20'05" |
| C84 | 745.00' | 119.52' | 119.39' | S 00°31'44" W | 9°11'36" |
| C85 | 17.00' | 26.70' | 24.04' | N 31°44'55" W | 90°00'00" |
| C86 | 1050.00' | 44.55' | 44.55' | S 89°54'48" E | 2°25'56" |
| C87 | 745.00' | 64.61' | 64.59' | S 47°28'03" E | 4°58'03" |
| C88 | 695.00' | 64.96' | 64.94' | N 09°49'45" E | 5°21'08" |
| C89 | 665.00' | 60.98' | 60.96' | N 09°49'45" E | 5°15'12" |
| C90 | 53.00' | 41.05' | 40.00' | S 50°29'56" E | 44°22'05" |
| C91 | 205.00' | 73.87' | 73.48' | S 58°36'08" E | 20°38'47" |
| C92 | 1425.00' | 83.71' | 83.70' | S 49°56'49" W | 3°21'33" |
| C93 | 332.47' | 5.32' | 5.32' | S 51°05'46" W | 0°54'59" |
| C94 | 12.00' | 20.85' | 18.33' | S 01°46'18" W | 99°34'07" |
| C95 | 53.00' | 32.99' | 32.46' | S 19°43'03" E | 35°40'31" |
| C96 | 255.00' | 42.21' | 42.16' | S 59°17'38" E | 9°29'03" |
| C97 | 17.00' | 16.11' | 15.44' | N 82°13'04" E | 54°17'44" |
| C98 | 745.00' | 64.64' | 64.62' | S 43°29'41" E | 4°58'18" |
| C99 | 565.00' | 49.14' | 49.13' | S 69°15'50" E | 4°59'00" |
| C100 | 255.00' | 65.18' | 65.00' | S 83°12'22" E | 14°38'41" |
| C101 | 1244.05' | 65.01' | 65.00' | S 82°20'00" E | 2°59'58" |
| C102 | 695.00' | 126.97' | 126.79' | N 01°05'22" E | 10°28'03" |
| C103 | 255.00' | 61.24' | 61.09' | S 66°24'31" E | 13°45'33" |
| C104 | 12.00' | 20.84' | 18.32' | N 55°36'58" E | 99°31'36" |
| C105 | 345.00' | 68.39' | 68.29' | N 14°07'45" E | 11°21'32" |
| C106 | 53.00' | 120.63' | 99.60' | N 85°24'03" E | 146°51'54" |
| C107 | 25.00' | 21.07' | 20.48' | S 49°34'05" E | 50°17'54" |
| C108 | 745.00' | 64.71' | 64.69' | S 31°32'16" E | 4°58'36" |
| C109 | 1251.54' | 218.10' | 217.82' | S 77°44'25" E | 9°59'01" |
| C110 | 53.00' | 32.58' | 32.07' | S 71°50'17" W | 35°13'28" |
| C111 | 30.00' | 37.18' | 34.85' | S 55°39'54" W | 71°00'58" |
| C112 | 17.00' | 25.45' | 23.14' | S 25°51'13" E | 85°46'33" |
| C113 | 255.00' | 65.18' | 65.00' | S 82°55'05" E | 14°38'41" |
| C114 | 255.00' | 44.61' | 44.55' | S 78°18'00" E | 10°01'25" |
| C115 | 565.00' | 65.57' | 65.54' | S 83°23'23" E | 6°38'59" |
| C116 | 280.00' | 112.07' | 111.32' | S 40°59'29" W | 22°55'58" |
| C117 | 255.00' | 62.31' | 62.17' | N 52°36'34" W | 13°59'52" |
| C118 | 12.00' | 17.46' | 15.92' | N 85°53'49" W | 83°20'56" |
| C119 | 450.00' | 3.90' | 3.90' | S 80°18'24" E | 0°29'47" |
| C120 | 255.00' | 53.57' | 53.47' | S 70°03'12" E | 12°02'00" |
| C121 | 565.00' | 65.18' | 65.00' | S 37°33'44" E | 6°36'41" |
| C122 | 255.00' | 49.67' | 49.60' | S 81°59'07" E | 11°09'40" |
| C123 | 745.00' | 224.64' | 223.79' | S 20°22'56" E | 17°16'31" |
| C124 | 255.00' | 84.19' | 83.81' | N 49°13'23" E | 18°54'59" |
| C125 | 695.00' | 78.85' | 78.76' | N 47°43'20" W | 6°29'51" |
| C126 | 255.00' | 63.99' | 63.79' | N 71°13'28" E | 14°21'43" |
| C127 | 255.00' | 63.91' | 63.71' | S 15°17'48" E | 14°21'43" |
| C128 | 1244.05' | 35.89' | 35.89' | N 85°59'18" W | 1°39'04" |
| C129 | 255.00' | 65.18' | 65.00' | S 08°16'22" E | 14°38'41" |
| C130 | 255.00' | 63.95' | 63.75' | N 85°10'11" E | 14°21'43" |
| C131 | 255.00' | 24.54' | 24.53' | S 41°38'37" E | 5°30'56" |
| C132 | 255.00' | 9.42' | 9.42' | S 76°50'11" E | 2°07'01" |
| C133 | 255.00' | 14.51' | 14.51' | S 78°04'04" E | 3°15'32" |
| C134 | 695.00' | 352.10' | 353.16' | N 18°44'09" W | 29°00'51" |
| C135 | 1425.00' | 73.81' | 73.80' | S 40°47'19" E | 2°58'21" |
| C136 | 280.00' | 126.56' | 125.49' | S 15°40'27" W | 25°53'53" |
| C137 | 17.00' | 16.86' | 16.18' | N 37°10'06" E | 80°24'41" |
| C138 | 1740.00' | 112.08' | 111.97' | S 08°39'29" E | 3°41'31" |
| C139 | 1187.00' | 28.93' | 28.93' | S 78°56'45" E | 1°23'48" |
| C140 | 1194.00' | 62.73' | 62.74' | S 82°36'42" E | 3°00'40" |
| C141 | 17.00' | 24.31' | 22.31' | N 50°21'39" E | 82°00'42" |
| C142 | 205.00' | 313.60' | 283.91' | N 39°29'13" W | 87°39'00" |
| C143 | 500.00' | 292.87' | 288.48' | N 71°41'18" W | 33°33'49" |
| C144 | 515.00' | 256.69' | 254.00' | N 74°20'28" W | 28°33'11" |
| C145 | 475.00' | 9.29' | 9.29' | N 88°07'48" E | 1°07'09" |
| C146 | 1250.00' | 309.77' | 308.98' | S 68°48'51" E | 14°11'56" |
| C147 | 1194.00' | 324.50' | 323.50' | S 69°30'01" E | 15°34'18" |
| C148 | 340.00' | 27.07' | 27.06' | N 24°42'01" E | 4°33'45" |
| C149 | 255.00' | 69.72' | 69.52' | N 23°59'31" E | 15°39'58" |
| C150 | 141.03' | 142.92' | 136.54' | N 78°04'51" W | 57°54'08" |
| C151 | 130.00' | 130.85' | 130.20' | N 77°57'49" W | 57°39'59" |

| PLANT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| TREES | CODE | BOTANICAL NAME | SIZE | | QTY |
| | QUE FAL | QUERCUS FALCATA SOUTHERN RED OAK | 2" CAL | | 56 |

BUFFER PLANTING PER COUNTY COMMISSIONER'S CONDITIONS
(SEE SHEET C-2.1 FOR LETTER)
*REQUIRED: (1) CANOPY TREE PER 30'*




KEY MAP
NOT TO SCALE




FIGURE 2
CBU PLACEMENT FOR C & G SECTION RESIDENTIAL LOCAL AND COLLECTOR SUBDIVISION STREETS

MATCHLINE SEE SHEET C-2.4

MATCHLINE - SEE SHEET C-2.1

WETLANDS, TYP.

Approximate location of perennial stream, typ.

35' Riparian buffer area, typ.

FUTURE DEVELOPMENT

8" Gravity Sanitary Sewer, typ.

Sanitary Sewer Manhole, typ.

20' Landscape Easement See Project Condition 3.c on Sheet C-2.1

20' Drainage Easement w/ Swale Between Lots, typ.

TILLOO CUT LANE (50' PRIVATE ROW)

ACTIVE OPEN SPACE ±3.34 AC

Pond

Mail Kiosk pull-off

Active Open Space; Pavilion with Mail Kiosks (Lots 40-63, 95-106) and Access Walkways

Fire Hydrant Assembly

6" Water Main

MAN O WAR LANE (50' PRIVATE ROW)

60 — 15,663 SF ± 0.36 AC. ±
59 — 19,088 SF ± 0.44 AC. ±
58 — 16,334 SF ± 0.37 AC. ±
57 — 37,485 SF ± 0.86 AC. ±
56 — 53,046 SF ± 1.22 AC. ±
55 — 28,813 SF ± 0.66 AC. ±
54 — 15,802 SF ± 0.36 AC. ±
40 — 9,776 SF ± 0.22 AC. ±
41 — 10,277 SF ± 0.24 AC. ±
42 — 10,743 SF ± 0.25 AC. ±
43 — 11,020 SF ± 0.25 AC. ±
44 — 11,068 SF ± 0.25 AC. ±
45 — 10,886 SF ± 0.25 AC. ±
46 — 10,474 SF ± 0.24 AC. ±
47 — 9,904 SF ± 0.23 AC. ±
48 — 9,471 SF ± 0.22 AC. ±
49 — 9,260 SF ± 0.21 AC. ±
50 — 9,270 SF ± 0.21 AC. ±
51 — 9,501 SF ± 0.22 AC. ±
52 — 10,059 SF ± 0.23 AC. ±
53 — 12,127 SF ± 0.28 AC. ±

20' Landscape Easement See Project Condition 3.c on Sheet C-2.1

SEE SHEET SV-1 FOR ADJACENT OWNER INFORMATION

Certification of Submission
A copy of this plat has been submitted. Approval is subject to review; this does not constitute an approval.
Pender County Utilities: _____ Date: 4/4/19
Pender County Environmental Health: _____ Date: 4/5/19
Pender County Addressing Coordinator: _____ Date: 4/11/19

Certificate of Preliminary Plat Approval
Preliminary Plat Approval by Pender County for a period of two (2) years subject to the Pender County Unified Development Ordinance requirements and conditions of approval.
Planning Staff: _____ Date: _____

NORTH
0 50 100 150 feet
SCALE: 1" = 50'

FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

| REVISIONS: | |
|---|---|
| Revised per comments received 6/2/17 | 6/15/17 |
| Revised per NCDOT road rev. | 11/12/19 |
| Revised per Staff Comments | 12/16/20 |

CLIENT INFORMATION:

KG PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412

PARAMOUNTE
ENGINEERING, INC
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 798-4700 FAX (910) 798-4707 (f)
NC License #: C-2846

PRELIMINARY PLAT
PHASE 1
FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL PLAT:
RELEASED FOR CONST:

DRAWING INFORMATION
DATE: 09/19/17
SCALE: 1" = 50'
DESIGNED: AME
DRAWN: AME
CHECKED:

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 028847 ENGINEER JUSTIN G. CLINKSCALES

C-2.3

PEI JOB#: 15204.PE




NORTH

0 50 100 150 Feet

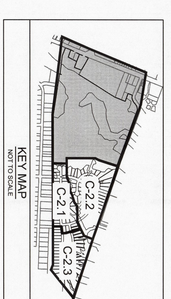
SCALE: 1" = 50'

Certification of Submission
A copy of this plat has been submitted for approval to review; this does not constitute an approval.
Pender County Utilities: _____ Date: 6/16/17
Pender County Environmental Health: _____ Date: 6/16/17
Pender County Addressing Coordinator: _____ Date: 6/16/17

Certification of Approval
Preliminary Plat Approval by Pender County for a period of two (2) years subject to the Pender County Unified Development Ordinance requirements and conditions of approval.

Planning Staff: _____ Date: _____

KEY MAP
NOT TO SCALE




FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

PRJ JOB# 15034.PE

C-2.4

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER 025841 DANIEL G. GUNNELLS 11/7/2017

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL DESIGN:
RELEASED FOR CONST:

DRAWING INFORMATION
DATE: 05/19/17
SCALE: 1" = 50'
DESIGNED: AHE
DRAWN: AHE
CHECKED: DGG

PRELIMINARY PLAT
PHASE 1
FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

CLIENT INFORMATION:
KG PLAZA, LLC
8640 RIVER ROAD
WILMINGTON, NC 28412

REVISIONS:

| | |
|---|---|
| Revised per comments received 6/2/17 | 6/15/17 |
| Revised per NCDOT road rev. | 11/12/19 |
| Revised per Staff Comments | 10/16/20 |

# ATTACHMENT 3:

Case 132-2015 (11458)

Original CZ Summary

**CASE 132-2015 (11458)**

**Rezoning Proposal:** Grey Bull Inc., applicant, on behalf of Linda Kaye Howard Taylor et al, owner, is requesting approval of a Zoning Map Amendment for a conditional rezoning of one (1) tract totaling approximately 120.87 acres from RP, Residential Performance zoning district to RM-CD1, Residential Mixed conditional zoning district. The proposed uses within the RM-CD1, Residential Mixed conditional zoning district are; telecommunication tower, single family dwelling conventional detached and other typical neighborhood amenities or project infrastructure. All other uses will be prohibited unless an alteration is made to the approval. It is the applicant's intention to develop the site for a single family residential subdivision. There are 106 proposed residential units on the subject parcel.

**Property Record Numbers, Acreage, and Location:** The subject property is located to the east of US HWY 17, to the south and west of the residential subdivision Forest Sound, and to north of the residential subdivision Hampstead on the Sound in Hampstead and may be further identified by Pender County PIN 3292-27-2690-0000.

**Summary:** The application consisted of a conditional rezoning of one (1) tract totaling approximately 120.87 acres from RP, Residential Performance zoning district to RM-CD1, Residential Mixed conditional zoning district. As submitted, the request complies with all criteria set forth in Section 3.4.4 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with three (3) goals and thirteen (13) policies of the 2010 Pender County Comprehensive Land Use Plan and potentially conflicts with one (1) policy. At their October 13, 2015 meeting the Pender County Planning Board unanimously recommended approval of the conditional rezoning request with the conditions as outlined in this report.

**Project Description:** The proposed uses within the RM-CD1, Residential Mixed conditional zoning district are; telecommunication tower, single family dwelling conventional detached and other typical neighborhood amenities or project infrastructure. All other uses will be prohibited unless an alteration is made to the approval. It is the applicant's intention to develop the site for a single family residential subdivision. There are 106 proposed residential units on the subject parcel.

The minimum lot size proposed is 6,800 sq. ft. and a proposed maximum height of forty (40) feet. Setbacks of this conditional rezoning are below:

| | Proposed Setbacks (in feet) | RP Zoning District Setbacks (in feet) |
|---|---|---|
| Front Yard | 5 | 30 |
| Side Yard | 5 | 10 |
| Corner Yard | 5 | 15 |
| Rear Yard | 10 | 25 |
| Chord Length | 40 | 30 |

*Utilities*

The Applicant is proposing a public water connection to Pender County Utilities and all review and approvals for the public water service are per Pender County Utilities Department. An intent to service letter was provided by the applicant on behalf of Old North State Water Company LLC. to service 110 single family residential units. The applicant shall work directly with Old North State Water Company LLC. and Pender County for wastewater approval for service to each phase of the development prior to final approval. Old North State Water Company LLC. currently operates the Majestic Oaks wastewater package plant and the subject parcel is proposing connection into the same plant for wastewater services.

*Open Spaces*
The applicant is required to provide 3.18 acres of open space with at least 1.59 acres of active open space.

*Recreational Units*
With 106 lots proposed the applicant is required to provide 1.5 recreational units, which equates to $15,000. The Applicant intends to develop the recreation facilities within the subject property; a commercial outdoor fitness equipment for the residents to utilize while they are walking throughout the subdivision. There are also "senior playgrounds" where unit has component that are geared toward increasing the balance, coordination and agility of the adult users.

*Public Roadways*
A public collector roadway will connect Forest Sound Road (private) to Second Street (SR 1616). This roadway is recommended in the 2007 Coastal Pender Collector Street Plan in Figure 4.1 as a priority new collector with bicycle facilities.

*Private Roadways*
The Applicant has provided evidence of legal rights for ingress and egress through Forest Sound Road (private) from the subject property. The access point and use of Forest Sound Road (private) shall be in accordance with the current HOA of Forest Sound and their road maintenance agreement on this private roadway.

*Traffic*
A Traffic Impact Analysis (TIA) is required for this development.

**Public Input Meeting Summary**:
According to Pender County Unified Development Ordinance Section 3.4.3, prior to scheduling a public hearing on the rezoning application, the applicant must conduct one public input meeting. On September 2, 2015 the Applicant held a Community Meeting at the Auditorium of the Hampstead Annex at 4:30PM in accordance with Section 3.4.3 of the Pender County Unified Development Ordinance. Approximately sixty (60) citizens were present at the meeting; concerns raised at this community meeting include but were not limited to;
1. type of product and the projected price point
2. timeframe for construction build out
3. impact on schools
4. planned roadway improvements and the coordination of the U-5732 Hampstead Superstreet

5. traffic and safety at Forest Sound Rd. (private) driveway with US HWY 17
6. maintenance of Forest Sound Rd. (private)
7. construction traffic
8. wetlands, drainage and other environmental impacts
9. safety of neighborhood and the private boat ramp
10. the unknown potential of the stub connection shown on the southwestern portion of the proposal
11. future land use and growth patterns of the County
12. appropriate buffers
13. buildout if the conditional rezoning proposal is not approved
14. utilities connections.

Following the Community Meeting, the Applicant has met with Forest Sound HOA Representatives to devise a list of mutually established conditions to further expand upon on the concerns.

**Approval:** On November 23, 2015 the Pender County Board of Commissioners approved a zoning map amendment for a conditional rezoning from RP, Residential Performance zoning district to RM, Residential Mixed conditional zoning district 1 as described herein.

**Conditions of Approval:**
The conditions for this project as approved by the Board of County Commissioners are as follows:

1. Uses allowed shall be limited to one hundred and six (106) Single Family Detached Conventional housing type as defined typical neighborhood amenities and project infrastructure, as well as an approved telecommunication tower (Case 10965). A “single-family detached residence” shall be a dwelling unit located on a single lot with private yards on all four sides.
2. The Applicant shall submit an approved Traffic Impact Analysis (TIA) prior to the approval of any phases of the development proposal.
3. Buffers

    a. The project shall provide a twenty (20) foot buffer within common area along Forest Sound Road (private) where single family lots are proposed and are adjacent to the private road right of way through a combination of existing vegetation and supplemental plantings to preserve community cohesiveness with the adjacent Forest Sound neighborhood to the extent practical. Buffer plantings shall be installed in addition to existing natural growth on the property where existing vegetation and natural growth does not meet the required buffer.

    The plantings shall consist of indigenous trees and shrubs such as but not limited to; wax myrtles, red cedars, oak species, maples and other similar species. The specific plantings shall have a minimum plant size in accordance with the Pender County Unified Development Ordinance (Section 8.1.6) including; for canopy trees a minimum of a two (2) inch caliper measured at four and a half (4.5) feet above ground and planted thirty (30) feet on center or as a mature canopy tree may dictate and for understory trees a minimum of four (4) feet in height at planting.

Landscape and buffer maintenance shall be the responsibility of the homeowners association and referenced within the restrictive covenants and subsequently recorded in the Pender County Register of Deeds. All buffer installation is required prior to the Final Plat approval of any phase.

b. Applicant met with adjacent property owners located on Second Street (SR 1616) where the platted right of way exists located within the legal description of "Lot 1 & 2" and "Lot 19 & 20" on Map Book 8 Page 27 Hampstead on the Sound Section 5 and both parties agreed to mutually define, establish, and install a landscape buffer equal to ten (10) feet in width measured from the outside boundary of the NCDOT right of way identified as Second Street (SR 1616) and the side yard of each property aforementioned.

The plantings shall consist of indigenous trees and shrubs such as but not limited; to wax myrtles, red cedars, oak species, maples and other similar species as available. The specific plantings shall be a minimum of two (2) inch caliper. All buffers shall be installed by the Applicant at Applicant's expense and maintained by property owners as mutually agreed upon.
The developer shall work with NCDOT in the installation of any additional driveway accesses requested by the property owners on Second Street (SR 1616) and culverts, if any, to allow for access to existing rear yards.

c. The project shall contain a twenty (20) foot landscape easement measured from the rear of the lots on the eastern property boundaries (Grovediere Lane), specifically lot numbers 20-23 as depicted on the Conditional Rezoning Site Plan dated September 14, 2015. The easement shall require the Applicant and property owners for these lots to maintain existing and natural vegetation. The easement shall serve as a perpetual vegetative buffer between adjacent properties. Responsibility of maintenance shall be conveyed to each individual property owner and referenced and enforced by the rights conveyed to the homeowners association through the bylaws and restrictive covenants recorded at the Pender County Register of Deeds.

4. Roadways

a. The Applicant shall collaborate with the Forest Sound Homeowners Association, herein FSHA, to devise a Road Maintenance Agreement specifically to address improvements and long-term maintenance of Forest Sound Road (private) from the site entrance to US HWY 17. The applicant has agreed to resurface Forest Sound Road (private) and enter into a mutually satisfactory Agreement, herein "Agreement", with the FSHA to effectuate the same. The Agreement will define the resurfacing to meet or exceed the current NCDOT Subdivision Roads (Secondary Roads) Standards for resurfacing. All improvements are required prior to the approval of Final Plat for any phase.

b. If there are any changes requested to the site plan presented with this Conditional Rezoning or if additional single family residential structures are proposed, the project shall be reevaluated in accordance with Pender County Unified Development Ordinance standards. If future development is proposed, roadway connection to Davis Road and Lea Drive Extension (SR 1614) will be revaluated.

5. The Applicant and FSHA have collaborated independently from Pender County to mutually agree upon a private agreement to assist in alleviating some of the concerns FSHA expressed as a result of the proposed development. Some of the terms and conditions of the private agreement contain provisions for the following;

a. Privacy through funding a private gate entrance designed and maintained by FSHA.

b. Formal education by Applicant delivered to each future homeowner of the proposed residential subdivision through written documents, such as but not limited to Restrictive Covenants, maps, and notices, outlining the easements, buffers and various private property areas of the FSHA and the necessary legal requirements to adhere to the private property restrictions in place to protect unauthorized access of the same.

6. The applicant shall direct site work involved with the construction of the project to the greatest extent possible to ingress on Second Street (SR 1616 )and egress on Forest Sound Road (private) to distribute traffic equitably as not to decrease service at any intersection or negatively increase safe conditions to the network (Added at 11/23/2015 Board of County Commissioners Meeting).

# ATTACHMENT 4:

TRC Comments

# ***Technical Review Committee Review and Response***

**Project Title:** Forest Sound Boat Storage Conditional Rezoning
**Case Number:** REZONE 2024-66
**TRC Meeting Date:** 04/04/2024
**Planning Board:** TBD
**Board Hearing (if applicable):** TBD
**Date of Review:** 03/21/2024

**Outstanding Requirements per Section 3.3.9.B of the Pender County Unified Development Ordinance:**
The site plan shall be clearly legible and shall be drawn at a scale acceptable to the Administrator no less than 1:50 scale. Outstanding ordinance standards are illustrated below in black with corresponding staff comments in red.

B. Conditional Rezoning

1) Intent

A conditional zoning district (aka "CZ") 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, permitted by right or special use, accompanied by a plan showing proof of concept, and typically including the spatial relation of uses and site elements.

2) Application Requirements

a) Contents of Application – at a minimum, the following (and a description) shall be required for a conditional zoning district to be considered:

i) A list of all uses proposed for the district, which shall be of equal descriptiveness and in the same format and description as listed in the Table of Permitted Uses from this Ordinance.
**Please include NAICS code for all proposed uses on the site plan.**

~~ii) A list of all setbacks and dimensional standards for every proposed use, which shall be of equal descriptiveness and in the same format and description as listed in the Zoning District Dimensional Requirements, from this Ordinance.~~

~~iii) A sketch plan drawn to a suitable scale, with supporting information and text which specifies the location of the use or uses intended for the property and any development or dimensional standards to be approved as part of the establishment of the conditional rezoning district.~~

iv) The sketch plan shall include the following items:

~~a) Delineation of all Areas of Environmental Concern and Resource Conservation Areas including but not limited to federal jurisdictional wetlands.~~

~~b) For residential uses, the number of units, heights, and a generalized location.~~

c) For non-residential uses, the height, approximate footprint, and location of all structures.

**You mentioned having a maximum building height of 40'. Please clarify what structures are proposed and why there would be a 40' height allowance. No structures were shown on the site plan.**

d) Traffic generation calculations and/or Traffic Impact Analysis if required by this Ordinance, parking and circulation plans illustrating dimensions, intersections, and typical cross sections.
**Clarify if the trip generation data was informed by the most recent trip generation manual.**

e) All proposed setbacks, buffers, screening, and landscaping
**Clarify type(s) of plantings in areas where existing landscape will not be used.**

~~f) Phasing~~

g) Signage
**Will there be any signage? If so, please show it to the plan. This will go through a separate permitting process but needs to be reflected on the plan.**

~~h) Outdoor lighting~~

~~i) Current zoning district designation and current land use status~~

j) Other information deemed necessary by the Administrator, Planning Board, or Board of Commissioners, including but not limited to a Traffic Impact Analysis or other report from a subject matter expert.

C) Public Input Meeting

ii) 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, per Section 3.1.3.
**Please email us the summary of the public input meeting once it has been held. See Section 3.1.3 of the UDO for requirements.**

**Additional Technical Review Committee Comments:**

**Vence Dodge, Environmental Health, 910-259-1233, vdodge@pendercountync.gov**

See attached sheet.

**Jamar Johnson, WMPO, 910-343-3915 (Jamar.Johnson@wilmingtonnc.gov)**

See attached sheet.

**Mike Dickson, Pender County GIS, 910-259-1442, mdickson@pendercountync.gov**
See attached sheet.

305 Chestnut Street
PO Box 1810
Wilmington, NC 28402
Ph: (910) 341-3258
Fax: (910) 341-7801
www.wmpo.org

**MEMORANDUM**

**To:** Pender County Technical Review Committee

**Date:** 4/4/24

**Subject:** Forest Sound Boat Storage

**Comments:**

- Provide turning templates of the largest design vehicle to access the site.

**NCDOT Projects: n/a**

**WMPO 2045 Projects: n/a**

**Pender County CTP: n/a**

**TIA:** Based on the ITE Trip Generation 11th Edition, a TIA is not required.

| Land Use (ITE Code) | Intensity | Unit | 24 Hour Volumes | AM Peak Hour Trips | PM Peak Hour Trips |
|---|---|---|---|---|---|
| ITE 151 Mini-Warehouse | 1.54 | Storage Units (100s) | 28 | 2 | 3 |

Note: There is no true analogous ITE Land Use Code for a boat/recreational vehicle storage development. Trips generated may be higher or lower for the actual development.

## Technical Review Committee Review and Response

Date: 26 March 24
Name: Venice Dodge
Phone: 259-1233

Case Name: Rezone 2024-66
Agency: EH
Email:

Requirements:

Recommendations:

Comments:

DEQ rule (15A2H.0106(f)) includes language for "individual non-commercial vehicle washing operations." They need to verify a way to dispose of wastewater for the wash down area

Information Requested:

Please Follow Up Prior to Meeting: Yes ☐ No ☐

If the wash down area has a solid surface with floor drains, ~~the~~ the PCHD may need to permit ~~the~~ this as industrial waste.

Venice Dodge

# ***Technical Review Committee Review and Response***

Date: 4/4/2024
Name: Mike Dickson
Phone: 910-259-1442

Case Name: Sanctuary at Forest Sound Boat Storage Revision REZONE 2024-66
Agency: GIS/Addressing
Email: mdickson@pendercountync.gov

Requirements:

Recommendations:

Comments:

An address along FOREST SOUND RD will be assigned during the building permit approval process of development.

Information Requested:

Please Follow Up Prior to Meeting: Yes ☐ No ☑

# ATTACHMENT 5:

Public Input Meeting Packet

**Public Input Meeting-The Sanctuary at Forest Sound**

**Summary**

The Applicant held a public Input Meeting on Friday April 12th from 2:00-3:00 pm at the Hampstead Public Library Branch. The meeting was well attended. In addition to noticing the mandated adjacent property owners, the Applicant also notified the Board Director of Forest Sound to notify the entire Forest Sound Community. In addition, the Applicant notified The Sanctuary at Forest Sound HOA management company, CEPCO, for them to also invite the owners as a group.

The Meeting was well attended. We had 53 individuals arrive at the beginning of the presentation or intermittently. At the presentation we had a map of the Project for review on an easel and Robert Jackson presented the scope and details of the Boat/RV private storage facility.

The breakdown of the attendees where 42 attendees from Forest Sound that generally opposed to the Zoning Amendment and 11 attendees from The Sanctuary that were in favor of the Zoning Amendment.

**Those in attendance in opposition-comments-42 people:**

- The Applicant/Developer has already accessed the private road known as "Forest Sound Road" and more than one access would create a burden on the private road. The general rationale for these comments were as follows.
    - In their analysis the Warranty Deed language only requires them to provide one ingress and egress to The Sanctuary
    - A Boat/Trailer/RV Storage would be harmful the environment because trees would have to be removed.
    - The existing Forest Sound subdivision has deferred maintenance on their internal private roads and their causeway needs replacement/repairs and they don't have the reserves to maintain any other additional traffic on their road.
    - The developers should have planned to have an access from Lea Drive to their facility instead of Forest Sound Drive
    - They would be fine with a boat/rv/trailer storage if it did not use their roadway
    - They would rather have a pool or other amenity but not the one proposed
    - They would be OK with the location and project if we would agree in writing to repair any damage we created on the adjacent shoulders to the ingress and egress to the Project as we construct the facility.
    - Please make sure the design allows for ample width and tapers so that trailers don't run off the road/asphalt
    - Why didn't the developer tell us upfront that this was going to be the amenity and location?

- We feel like this is a bait and switch and in the end, you will rent spots in the facility to outside parties
- Lighting, what type of lighting are you proposing?
- We were never told when we purchased in our project that the property owner of your project would have access to Forest Sound Road
- You are proposing more spaces than lots, why?
- What kind of visibility will we have to the amenity from the road?
- Several in opposition to the project came up after the meeting and said if we have a legal right to ingress and egress Forest Sound Road the bulk of people in opposition would be "ok" with our proposal, that using their private road is the main underlying objection. In fact many people suggested that if we accessed the facility through our property or Lea Drive they would support the proposal and be in favor.

**Those in attendance in Favor-comments-11 attendees:**

- The general support of the project was very favorable.
  - Typical amenity for dozens of existing Pender County and coastal county residential subdivision
  - Allows for and encourages outdoor activities such as boating, camping/rvs, etc
  - Allows people that can't afford waterfront access to have boats to use with their families at public boat ramps, wildlife ramps, and nearby lakes etc
  - Several people stated that having subdivisions with boat/rv storage is more appealing than the zoning/permitting storage yards on the primary roadways like Highway 17 and other secondary roads which create a hazard when pulling out, or when backing into or pulling out of private driveways with limited visibility.
  - Owners stated that they, as an HOA, agreed during the initial zoning hearing to engage in a private agreement which mandated they maintain 50% of the shared private road known as Forest Sound and have done so to date, also the developers paved the road with new asphalt using NCDOT specifications costing on excess of $84,000 and remitted $40,063 for a private security gate.
  - The Forest Sound traffic has been diverted to Second Street through the Sanctuary Project and has decreased the traffic on their private road by more than 50% and resulted in speeding and hazardous situations through our neighborhood.

**RESULTS**

- The applicant agreed to have an attorney representing the Applicant contact the Forest Sound HOA attorney to discuss the concern of using Forest Sound Road
- The Applicant assured those in attendance that the current zoning and the proposed zoning amendment would NOT allow any outside parties to "rent" or purchase a boat/rv space from the Applicant, a developer or an Owner in the project. That the Pender UDO prohibited that legally and could be prevented.

- The Applicant reiterated that this was not a “for profit” amenity and that only the owners of record in The Sanctuary would have legal access and use of the facility.
- The Applicant agreed that the only lighting at the facility would be a security light motion activated at the gate for ingress and egress and to enter a gate code and that the operating hours would be 30 minutes before sunrise and 30 minutes after sunset.
- The Applicant agreed to repair or replace any damage to Forest Sound road that incurred due to construction of the amenity, the Applicant is already liable for 50% of any damages legally but that they would agree to pay 100% if such costs were connected to the construction phase.
- The Applicant agreed to keep the access gate 160’ per plan from the road so that ample space for ingress and egress existed and visibility from the road would be limited.

**Meeting Roster**

**Attache**d, The Meeting Roster was at the presenters table from the inception of the Meeting and was available for people to sign. However, it was not circulated during the meeting so very few people signed the Roster. However, I did remind people at the conclusion the meeting to feel free to sign in if desired. I did have a scribe at the meeting, and they logged in and did a head count of each attendee and who was in favor and opposed as stated in the Summary. 5 people departed early from the meeting due to fire code regulations of standing on the hallway and those attendees were logged in as in opposition.

Public Input Meeting
Sanctuary at Forest Sound

Pender County Property Owners
Adjacent to the Subdivision Known as Sanctuary at Forest Sound
(Criteria 500' from Property)

Dear Property Owner:

KG Plaza, LLC is pleased to inform the adjacent property owners of a forthcoming **Public Input Meeting** to inform any interested parties the description and scope of our proposed Sanctuary at Forest Sound private storage area for recreational vehicles (boat/trailers/rvs/campers).

Our proposed amenity would encompass a portion of land already included in our existing Parcel, currently identified on the rezoning plat as "Undeveloped Common Area".

The Application to Pender County included details such as a 160' setback from Forest Sound Road and a 30' street yard buffer. As an HOA amenity, the storage facility would only be accessible by Sanctuary at Forest Sound Property Owners.

You are welcome to attend the scheduled Public Input Meeting as follows:

**Pender Public Library**
**Hampstead Branch, "Hampstead Meeting Room"**
**75 Library Drive**
**Hampstead, NC 28443**

**2:00 pm – 3:00 pm**
**Friday April 12th, 2024**

The representatives from KG Plaza, LLC attending the meeting will answer any other questions you may have.

Sincerely,

KG Plaza, LLC
Declarant/Developer

# Sanctuary @ Forest Sound Public Input Meeting Roster

Jennifer and Joshua Moss, 31 Abaco Way

Megan Illing 29 Man O War Ln

Casey Haflett 215 Abaco Way

George Maxwell 17 Man O War Ln

Chris Koelling

Sharon Cruz 66 Lyford

Marco Klarenbeek 65 W Aboco Way

Sharon Trinetto

Joseph Trinetto

Brandon Meier 31 Alydar Ct

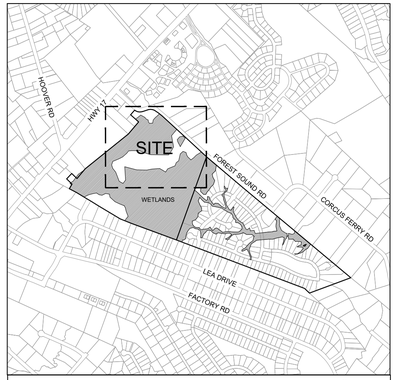
Joshua & Jennifer Moss 31 Abaco

Matt Mooney 711 Corcus Ferry

Brooke Conner 105 Hilltop Lane

# ATTACHMENT 6:

Original Site Plan




VICINITY MAP
SCALE: 1"=1,000'

NORTH

## SITE INFORMATION

| | |
|---|---|
| PROJECT ADDRESS: | FOREST SOUND ROAD<br>HAMPSTEAD, NC 28443 |
| PARCEL ID: | 3292-17-8903-0000 |
| PROPERTY OWNER: | KG PLAZA LLC<br>8620 RIVER ROAD<br>WILMINGTON, NC 28412 |
| CURRENT ZONING: | RM-CD1 |
| PROPOSED ZONING: | RM-CD1 |
| USE AREA<br>(DRIVEWAY AND FENCED AREA): | ±4.51 ACRES OR 196,492 SF |
| PARCEL AREA: | ±60.5 ACRES OR 2,635,380 SF |
| RM-CD1 DISTRICT AREA: | ±119.19 ACRES OR 5,191,901 SF |
| CURRENT USE: | UNDEVELOPED |
| PROPOSED USE: | RECREATIONAL VEHICLE STORAGE<br>(BOATS, RVs, CAMPERS, TRAILERS) |
| FLOOD INFORMATION: | THIS SITE IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA AS NOTED ON FEMA FLOOD PANEL 3720329200J, BEARING AN EFFECTIVE DATE OF FEBRUARY 16, 2007 |

## DIMENSIONAL STANDARDS

| | MIN. PROPOSED |
|---|---|
| FRONT SETBACK: | 30' |
| SIDE SETBACK: | 30' |
| REAR SETBACK: | 30' |
| STREET YARD BUFFER: | 30' |
| SITE BOUNDARY BUFFER: | 30' |
| MAX STRUCTURE HEIGHT: | 40' |

## BUFFERS

EXISTING VEGETATION SHALL BE CREDITED TOWARD THE PLANTING REQUIREMENTS WITHIN THE PROPOSED BUFFERS. ADDITIONAL LANDSCAPING SHALL BE PLANTED IN AREAS WHERE THE EXISTING VEGETATION IS NOT COMPLIANT WITH THE BUFFER REQUIREMENTS.

## OUTDOOR LIGHTING

STREETLIGHT LOCATIONS SHOWN ON PLAN ARE PRELIMINARY. ALL OUTDOOR LIGHTING SHALL NOT CAST DIRECT LIGHT BEYOND THE PROPERTY LINE.

## UTILITIES

WATER SERVICES TO BE COORDINATED WITH PENDER COUNTY ENGINEERING AND PROVIDED BY PENDER COUNTY UTILITIES.

## STORMWATER MANAGEMENT / EROSION CONTROL

1. STORMWATER AND EROSION CONTROL MEASURES WILL BE HANDLED ON SITE IN COMPLIANCE WITH ALL STATE AND COUNTY STORMWATER AND EROSION CONTROL STANDARDS.
2. DRIVE AISLES AND STORAGE AREAS SHALL CONSISTS OF PERVIOUS GRAVEL SURFACING WITH NO.57 STONE AND A GEOTEXTILE FABRIC.

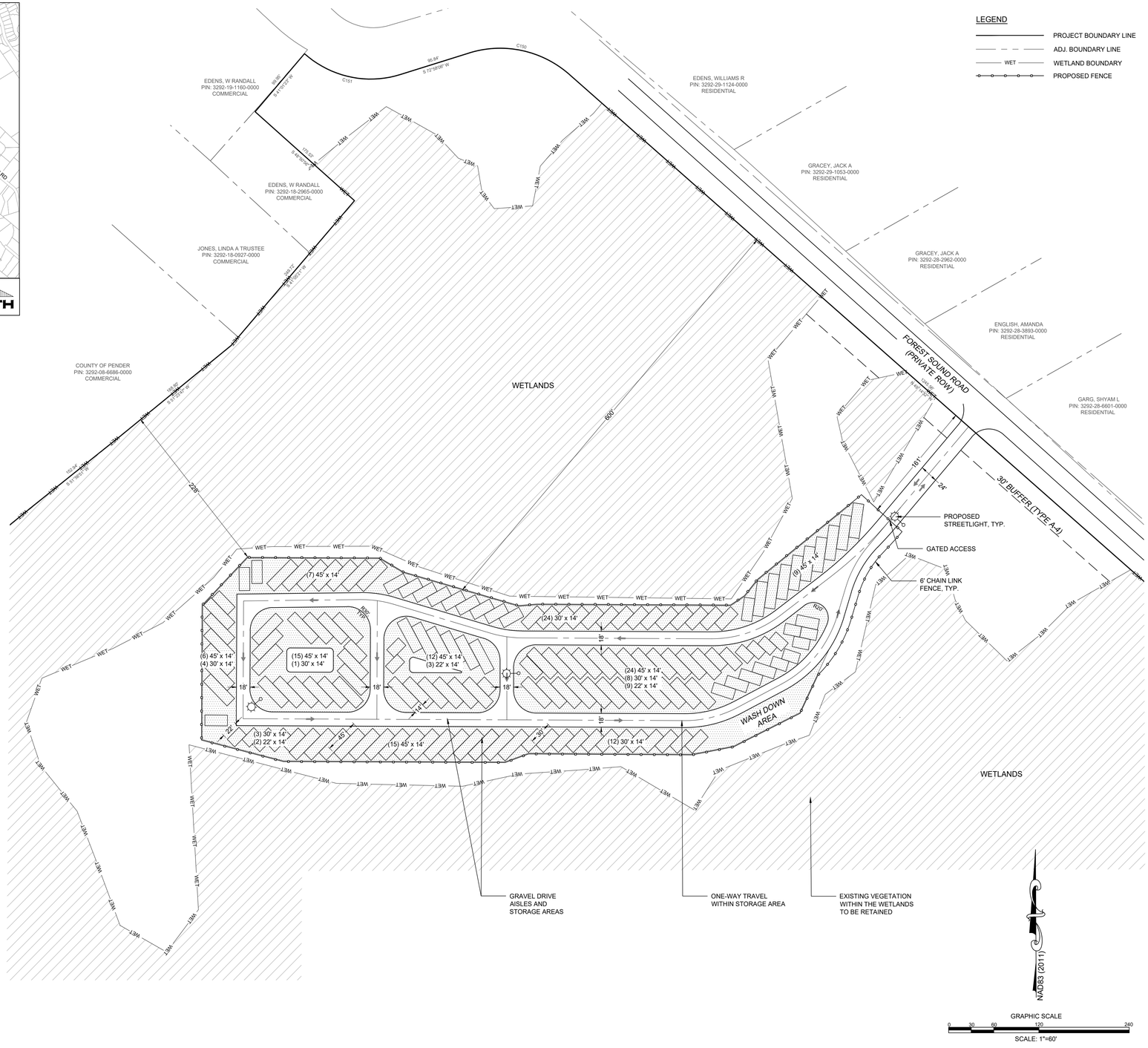
## PHASING

1. PROJECT WILL BE PHASED. PHASE BOUNDARIES WILL BE BASED ON MARKET CONDITIONS. PRIOR TO CONSTRUCTION OF A PHASE, ALL APPLICABLE APPROVALS MUST BE OBTAINED FROM PENDER COUNTY.

## TRIP GENERARTION

1. THE PROPOSED PROJECT WILL NOT EXCEED 100 PEAK HOUR TRIPS AND 1,000 DAILY TRIPS. A TRAFFIC IMPACT ANALYSIS IS NOT REQUIRED.
2. TRIP GENERATION NUMBERS ARE BASED ON ITE CODE 420, MARINA, AND 154 STORAGE SPACES.

| | |
|---|---|
| AM PEAK: | 19 TRIPS |
| PM PEAK: | 32 TRIPS |
| DAILY: | 371 TRIPS |




PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

CLIENT INFORMATION:
KG PLAZA, LLC
3722 SHIPYARD BLVD, SUITE G
WILMINGTON, NC 28412

PARAMOUNTE ENGINEERING, P.C.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

# CD REZONING SITE PLAN

SANCTUARY AT FOREST SOUND
PENDER COUNTY
NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL DESIGN:
RELEASED FOR CONST:

DRAWING INFORMATION
DATE: 02/29/24
SCALE: 1" = 60'
DESIGNED: BWS
DRAWN: KNG
CHECKED: TDC

SEAL

C-2.0

PEI JOB#: 24131.PE

# ATTACHMENT 7:

Right-of-Way Agreement
(1980)

152

578-152

COPY

Filed for registration on the 12 Day of May 19 80 At 4:50 O'clock P M. and registered in the office of the Register of Deeds for Pender County in Book No. 578 Page 152

Hugh Overstreet Jr.
Register of Deeds for PENDER COUNTY

5.00

Mary Howard

STATE OF NORTH CAROLINA

COUNTY OF PENDER

RIGHT OF WAY EASEMENT

This right of way agreement, made and entered into this 12th day of May, 1980 by and between Forest Sound Development Corporation, a North Carolina Corporation, party of the first part, hrerein called grantor, and L. E. Howard and wife, Florine Howard, Sandra Faye Howard Meadows and husband, Kelly L. Meadows, Linda Kaye Howard Taylor and husband, James M. Taylor, Wallace M. Reed and wife, Mary W. Reed, parties of the second part, herein called Grantees.

WITNESSETH

For and in consideration of ten ($10.00) dollars and other good and valuable considerations, the receipt of which is hereby acknowledged grantor does hereby grant, bargain, sell and convey to grantees and their heirs and assigns a perpetual easement and right of way over and across the lands of party of the first part, said right of way being more particularly described as follows:

Lying and being in Topsail Township, Pender County, North Carolina and more particularly described as follows:

> Being those certain roadways shown on a map entitled "Map of Survey for Forest Sound", as surveyed by Johnie C. Garrason, Registered Land Surveyor, and recorded in Map Book 18 at Pages 45 and 46 of the Pender County Registry, said roadways being named on said map as "Forest Sound Road, Corcus Ferry Road, and Howard's Lane."

To have and to hold said easement and right of way with all privileges and appurtenances thereunto belonging to the said grantees, their heirs, successors and assigns forever, for the uses hereinafter set forth:

> The purposes of ingress and egress to and from U. S. Highway 17 and property owned by the parties.

IN WITNESS WHEREOF, the grantor has caused this instrument to be executed in its corporate name by its president and attested by its secretary, the day and year first above written.

FOREST SOUND DEVELOPMENT CORPORATION

BY: Alexander M. Hall
Alexander M. Hall, President

ATTEST

Patsy A. Stevens
Patsy A. Stevens, Secretary

FOREST SOUND DEVELOPMENT CORPORATION
CORPORATE SEAL
NEW HANOVER N.C.

TRAWICK AND POLLOCK
Attorneys at Law
P.O. Drawer 956
Burgaw, North Carolina
28425

578- 152

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, Elizabeth A. Chestnutt, a Notary Public of the County and State aforesaid, certify that Patsy A. Stevens personally came before me this day and acknowledged that she is Secretary of Forest Sound Development Corporation a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its Corporate seal and attested by her as its Secretary.

Witness my hand and official stamp this 12th day of May, 1980.

Elizabeth A Chestnutt
Notary Public

ELIZABETH A. CHESTNUTT NOTARY PUBLIC PENDER COUNTY, N.C.

My commission expires: 7/18/83

NORTH CAROLINA, PENDER COUNTY
The foregoing or annexed certificate of Elizabeth A. Chestnutt
Notary Public/Notaries Public is/are certified to be correct.
This instrument was presented for registration and recorded in this Office at Book 578, Page 152
This 12 day of May, 19 80 at 4:15 o'clock P M.
HUGH OVERSTREET, JR.
Register of Deeds
By Carolyn Gaskett
Assistant/Deputy Register of Deeds

TRAWICK AND POLLOCK
Attorneys at Law
P.O. Drawer 956
Burgaw, North Carolina
28425

# ATTACHMENT 8:

Warranty Deed (1980)

157

S78-151

COPY

STATE OF NORTH CAROLINA REAL ESTATE EXCISE TAX $100.00

STATE OF NORTH CAROLINA REAL ESTATE EXCISE TAX $100.00

STATE OF NORTH CAROLINA REAL ESTATE EXCISE TAX $100.00

STATE OF NORTH CAROLINA REAL ESTATE EXCISE TAX $50.00

STATE OF NORTH CAROLINA REAL ESTATE EXCISE TAX $10.00

Filed for registration on the 12 Day of May 19 80 At 4:52 O'clock P M.
and registered in the office of the Register of Deeds
for Pender County in Book No. 578 Page 151
Hugh Overstreet, Jr.
CP Register of Deeds for
PENDER COUNTY

Tax 360.00 Recording Time, Book and Page 2.00

Tax ..... Parcel Identifier No. .....
Verified by ..... County on the ..... day of ....., 19.....
by .....

Mail after recording to .....

This instrument was prepared by Alexander M. Hall, Nelson, Smith & Hall

Brief description for the Index

# NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12 day of May, 19 80, by and between

| GRANTOR | GRANTEE |
|---|---|
| L. E. HOWARD and wife,<br>FLORINE W. HOWARD<br>PENDER COUNTY,<br>NORTH CAROLINA | FOREST SOUND DEVELOPMENT CORPORATION<br>NEW HANOVER COUNTY,<br>NORTH CAROLINA |

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

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

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

SEE EXHIBIT "A" Attached hereto and Incorporated herein.

N.C. Bar Assoc. Form No. 3 © 1975, Revised 1977.

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

.....

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

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

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

Grantors hereby reserve unto themselves, their heirs, successors, assigns, personal representatives, and invitees, for ingress and egress to and from U.S. highway #17 and property being retained by grantors, over and across that portio of the property hereinabove conveyed described as follows: Those certain roadwa as shown on that certain map entitled "Map of Survey of Forest Sound" said map being recorded in Map Book 18 at Page 45 and 46 of the Pender County Registry, said roadways being named - Forest Sound Road, Corcus Ferry Road and Howard's Lane.

All marshlands conveyed in this deed are excepted from the warranty clause of said conveyance.

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

.....(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

L. E. Howard (SEAL)

Florine W. Howard (SEAL)

.....(SEAL)

.....(SEAL)

ELIZABETH A. CHESTNUTT NOTARY PUBLIC PENDER COUNTY, N. C.

NORTH CAROLINA. Pender County.

I, a Notary Public of the County and State aforesaid, certify that L. E. Howard and wife Florine W. Howard Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of May 19 80

My commission expires: 7/18/83 Elizabeth A. Chestnutt Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, .....County.

I, a Notary Public of the County and State aforesaid, certify that .....,

personally came before me this day and acknowledged that ---- he is ..... Secretary of .....

a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this .....day of ....., 19.....

My commission expires: ..... Notary Public

The foregoing Certificate(s) of .....

Elizabeth A. Chestnutt, Notary Public

.....

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Hugh Overstreet, Jr. REGISTER OF DEEDS FOR Pender COUNTY

By Carolyn Padgett Deputy/Assistant - Register of Deeds

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

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EXHIBIT "A"

TRACT #1:
BEING all of Tracts 101, 102,103, 104, 105, 106, 107, 108, 108A, 110, 111, 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 128, 129, 133, 134, 135, 136, and 138; as shown on Sheets 1 of 2 and 2 of 2 on a map entitled, "Map of Survey of Forest Sound", as surveyed by Johnie C. Garrason, Registered Land Surveyor No. L-1347 of Wilmington, North Carolina, and as recorded in Map Book 18 at Page 45 and 46 of the Pender County Registry.

Subject to restrictive covenants established for Forest Sound as recorded in Book 578 at Page 145 of the Pender County Registry.

TRACT #2:
BEGINNING at an iron pipe in the southeastern right-of-way line of U. S. 17 and N. C. 210, 50 feet from the centerline thereof, said beginning iron pipe being located North 46 degrees 44 minutes East 410.00 feet as measured along said right-of-way line from an existing concrete monument at the most northern corner of the tract conveyed to The Board of Education of Pender County, N. C. by deed recorded in Book 300 at Page 596 of the Pender County Registry,said concrete monument being located North 45 degrees 28 minutes 15 seconds East 55.67 feet from U. S. C. and G. S. Azimuth Mark Hampstead 2 1947; running thence from said beginning point, South 43 degrees 16 minutes East 400.00 feet to an iron pipe; running thence with a circular curve to the left having a radius of 74.1693 feet, and arc distance of 75.15 feet to an iron pipe that is located a chord bearing and distance of South 72 degrees 17 minutes 37 seconds East 71.98 feet from the preceding point; running thence North 78 degrees 40 minutes 45 seconds East 135.95 feet to an iron bolt in the run of Seventeen Mile Branch or Hansley Branch; running thence South 43 degrees 35 minutes EAst 148.83 feet to an iron pipe; Running thence with a circular curve to the left having a radius of 141.2533 feet , an arc distance of 142.34 feet to an iron pipe that is located a chord bearing and distance of North 72 degrees 27 minutes 07 seconds West 136.40 feet from the preceding point; running thence South 78 degrees 40 minutes 45 seconds West 95.95 feet to an iron pipe; running thence with a circular curve to the right having a radius of 134.1693 feet, an arc distance of 135.94 feet to an iron pipe that is located a chord bearing distance of North 72 degrees 17 minutes 37 seconds West 130.20 feet from the preceding point; running thence North 43 degrees 16 minutes West 400.00 feet to an iron pipe in the above-mentioned right-of-way line of U. S. 17 and N. C. 210; running thence with said right-of-way line, North 46 degrees 44 minutes East 60.00 feet to the beginning and being that portion of Forest Sound Road lying within the bounds of the lands conveyed from Floyd M. Hufham, et ux, to L. E. Howard.

Included within the above-described tract is the 30 foot drive as shown on a map of East Hampstead as recorded in Map Book 3, at Page 78, of the Pender County Registry.

TRACT #3:
BEGINNING at an iron pipe in the southeastern right-of-way line of U. S. 17 and N. C. 210, 50 feet from the centerline thereof, said beginning iron pipe being located North 46 degrees 44 minutes East 410.00 feet as measured along said right-of-way line from an existing concrete monument at the most northern corner of the tract conveyed to The Board of Education of Pender County, N. C., by deed recorded in Book 300 at Page 596 of the Pender County Registry, said concrete monument being located North 45 degrees

578-157

28 minutes 15 seconds East 55.67 feet from U. S. C. and G. S. Azimuth Mark Hampstead 2 1947; running thence from said beginning point, South 43 degrees 16 minutes East 400.00 feet to an iron pipe; running thence with a circular curve to the left having a radius of 74.1693 feet, an arc distance of 75.15 feet to an iron pipe that is located a chord bearing and distance of South 72 degrees 17 minutes 37 seconds East 71.98 feet from the preceding point; running thence North 78 degrees 40 minutes 45 seconds East 135.95 feet to an iron bolt in the run of Seventeen Mile Branch or Hansley Branch; running thence with the run of said branch in a northwesterly direction to an iron pipe at the most easterly corner of a tract conveyed to Hemby by deed recorded in Book 518 at Page 10 of the Pender County Registry, said iron pipe being located the following four chord bearings and distances from the preceding iron bolt, North 18 degrees 06 minutes West 63.81 feet North 46 degrees 51 minutes West 55.00 feet, North 10 degrees 32 minutes West 98.00 feet, and North 67 degrees 41 minutes West 43.16 feet; running thence with Hemby's southeastern line, South 46 degrees 44 minutes West 189.20 feet to an iron pipe; running thence with Hemby's southwestern line, North 43 degrees 16 minutes West 300.50 feet to an iron pipe in the above-mentioned southeastern right-of-way line of U. S. 17 and N. C. 210; running thence with said right-of-way line South 46 degrees 44 minutes West 20.00 feet to the beginning and containing 0.985 acres and being a portion of the lands conveyed from Floyd M. Hufham, et ux, to L. E. Howard.

Tract #4:
Being those roadways shown on a map entitled "Map of Forest Sound as recorded in Map Book 18 at Pages 45 and 46 known as Rorest Sound Road, Corcus Ferry Road, Jensen's Bluff Road, and Howard's Lane.

# Pender County
# SUP 2024-46: Revision to an existing Special Use Permit that permitted an Industrial Park in the Grady Township

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Daniel Adams |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | SUP 2024-46: Revision to an existing Special Use Permit that permitted an Industrial Park in the Grady Township |

**SUMMARY:**
Pender County Planning & Community Development, applicant, on behalf of Phillip's Leasing Systems, LLC, owner, is requesting the approval of a revision to a Special Use Permit issued in 2009 (Case # 09-02-16-05) and revised in 2014 (Case # 10008R) that established an Industrial Park known as Pender Commerce Park. This request seeks to remove one parcel totaling approximately 15.07 acres from the Industrial Park. The subject property is zoned GI, General Industrial, and RA, Rural Agricultural. The subject property is located on the east side of US Highway 421 approximately 50 feet north of the Pender/New Hanover County line in the Grady Township. The property may be further identified by PIN 3201-15-5184-0000.

**ACTION REQUESTED:**
Hold a public hearing and consider the request.

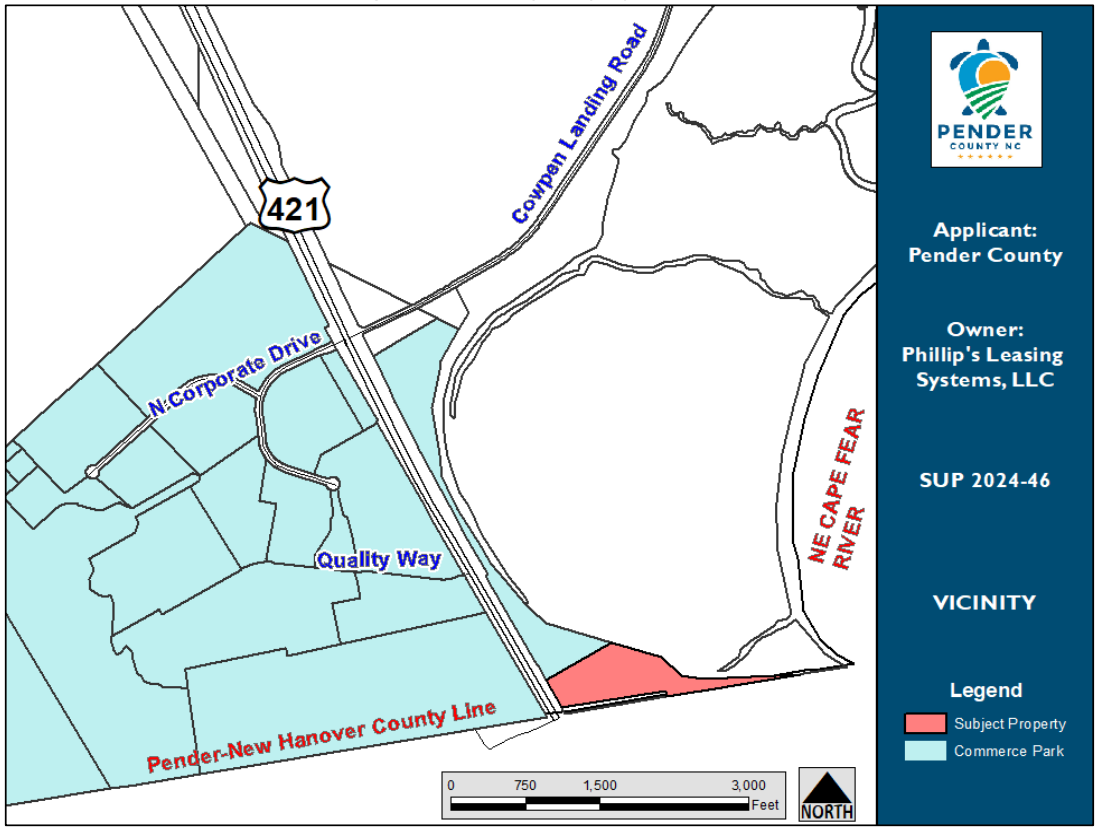
**ATTACHMENTS:**
1. Staff Report
2. Application
3. Narrative
4. Attachment 1: SUP case 09-02-16-05 Board Action Form
5. Attachment 2: SUP revision case 10008R Board Action Form
6. Attachment 3: Deed and map from 2021 sale
7. Attachment 4: Maps of the Industrial Park from 2014 case file
8. Attachment 5: Article 3.12 - SUP review procedures

# STAFF REPORT FOR SUP 2024-46
# SPECIAL USE PERMIT APPLICATION

| APPLICATION SUMMARY | |
|---|---|
| Case Number | SUP 2024-46 |
| Hearing Date | July 15, 2024 (Continued)<br>August 19, 2024 |
| Applicant | Planning & Community Development |
| Property Owner | Phillip's Leasing Systems, LLC |
| Parcel Identification Number | 3201-15-5184-0000 |
| Acreage | 15.07 |
| Township | Grady |
| Zoning District | GI, General Industrial<br>RA, Rural Agricultural |
| Pender 2.0 Future Land Use Category | Industrial |

| SPECIAL USE PERMIT PROPOSAL |
|---|
| Pender County Planning & Community Development, applicant, on behalf of Phillip's Leasing Systems, LLC, owner, is requesting the approval of a revision to a Special Use Permit issued in 2009 (Case # 09-02-16-05) and revised in 2014 (Case # 10008R) that established an Industrial Park known as Pender Commerce Park. This request seeks to remove one parcel totaling approximately 15.07 acres from the Industrial Park. The subject property is zoned GI, General Industrial, and RA, Rural Agricultural. |
| **LOCATION** |
| The subject property is located on the east side of US Highway 421 approximately 50 feet north of the Pender/New Hanover County line in the Grady Township. The property may be further identified by PIN 3201-15-5184-0000. |

***Figure 1: Vicinity Map of the Area***

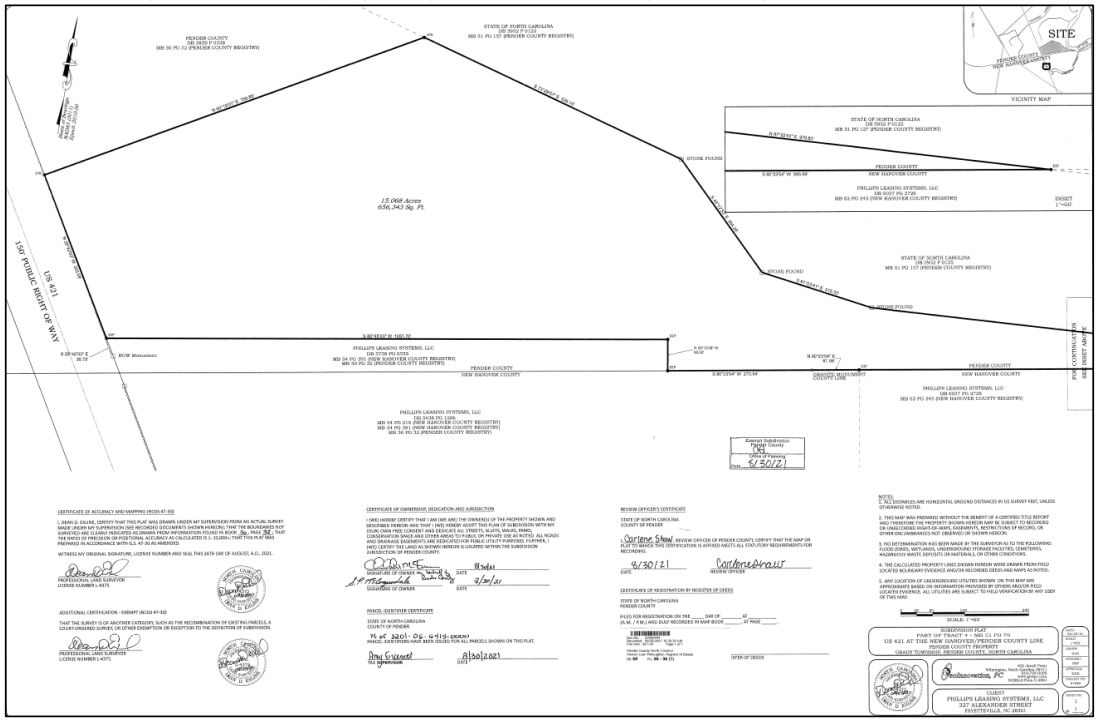



## SPECIAL USE PERMIT REVISION PROPOSAL

The applicant and owner are seeking a revision to a previously approved Special Use Permit (SUP) that established an Industrial Park known as the Pender Commerce Park. A SUP was first issued on February 16, 2009, (Case # 09-02-16-05) that established an Industrial Park that spanned approximately 378 acres in the southwestern part of the County (See Attachment 1 for Board Action Form). On June 23, 2014, a SUP revision (Case # 10008R) was approved that expanded the Industrial Park to approximately 756 acres (See Attachment 2 for Board Action Form). Pender County was the owner and applicant for both of those SUP cases.

On September 21, 2021, Pender County sold approximately 15.07 acres to Phillips Leasing Systems, LLC (See Deed and Map in Attachment 3). The approximately 15 acres had previously been part of the area governed by the SUP issued for the Industrial Park owned and managed by Pender County. Staff and the owner are requesting that the SUP that governs the Industrial Park be modified to remove the property that was sold to Phillip's Leasing Systems so that it may be developed separately from the Industrial Park. The applicant's narrative is included in the Board's packet.

***Figure 2: Map of property purchased by Phillip's Leasing Systems in 2021***




## EVALUATION

**Basis for Granting SUP Revision**

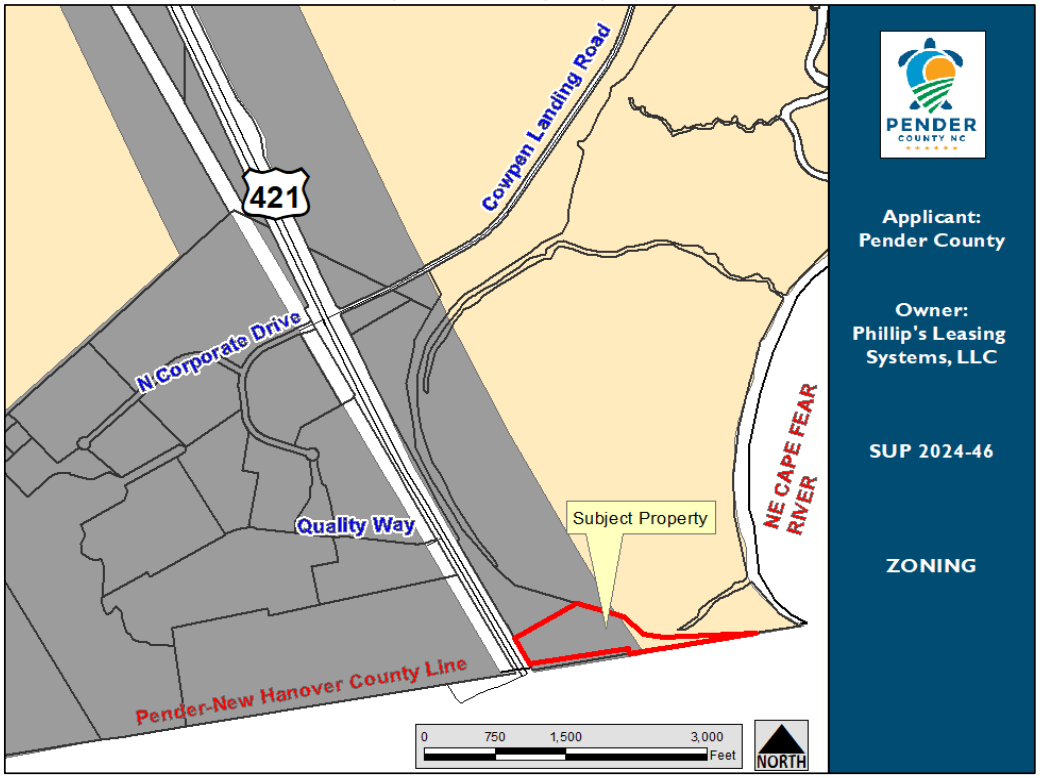
Approval procedures for Special Use Permit revisions are found in Section 3.12.4 of the UDO, which states that major revisions must be approved by the Board of Commissioners. The proposal is considered a major revision as defined by the UDO.

**Zoning and Existing Land Use in Area**

Much of the subject property is wooded and undeveloped. As noted in Table 1, property surrounding the subject site is zoned GI, General Industrial or RA, Rural Agricultural. The property borders the New Hanover County line to the south, where the adjacent property in New Hanover County is also zoned for heavy industrial use.

| TABLE 1: CHARACTERISTICS OF THE SURROUNDING AREA | | |
|---|---|---|
| | **LAND USE** | **ZONING** |
| **North** | Vacant | RA, Rural Agricultural<br>GI, General Industrial |
| **East** | Vacant | RA, Rural Agricultural |
| **South** | Vacant | I-2 (New Hanover County Heavy Industrial zoning district) |
| **West** | Industrial | GI, General Industrial |

***Figure 3: Zoning Map of the Area***




**Unified Development Ordinance Compliance**

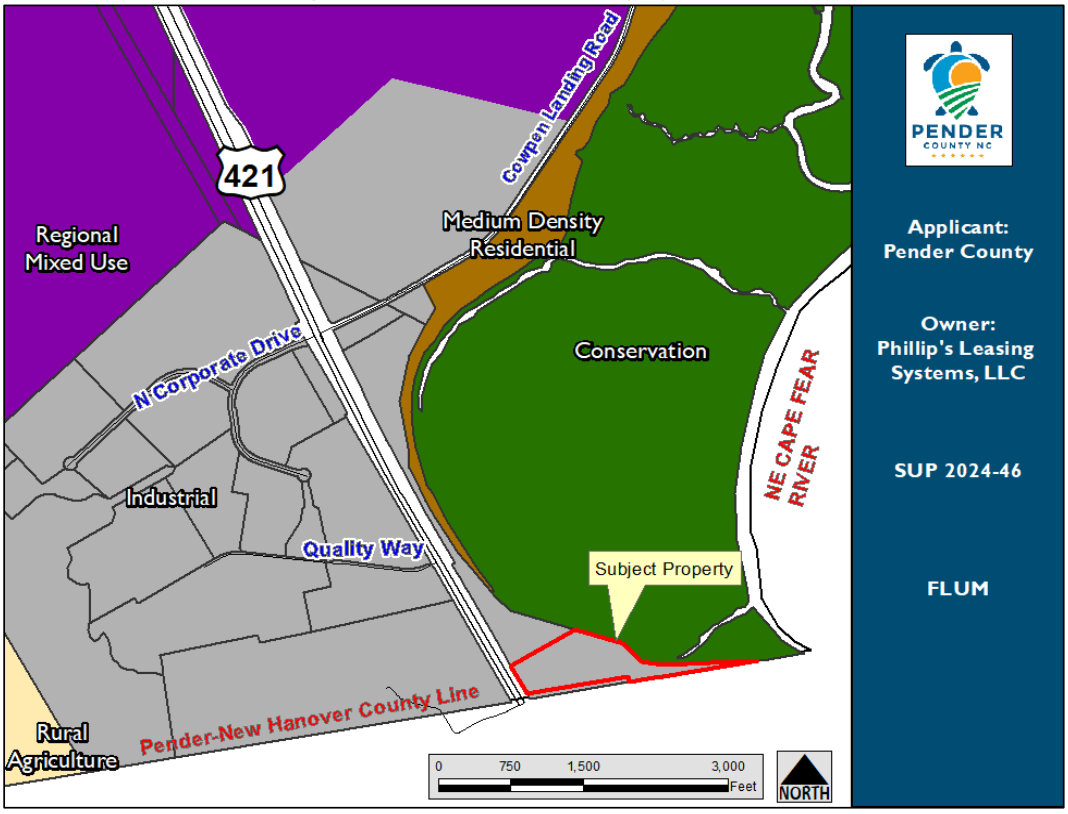
While the request is to remove the subject property from the SUP that governs the adjacent Industrial Park, it has no effect on the zoning of the property or the requirement that all development on this site must comply with local, state and federal regulations. The majority of the parcel is zoned General Industrial, so it can be reasonably expected that industrial development will occur on this parcel.

**Pender 2.0 Comprehensive Land Use Plan Compliance**

The Pender 2.0 Comprehensive Land Use Plan (Comprehensive Plan) designates the subject property as Industrial. As described in the Comprehensive Plan, to increase employment in the County, industrial uses are highly encouraged in appropriate locations such as the Pender Commerce Park or US 117 in Rocky Point. Industrial land uses that are adjacent to residential land uses should be heavily buffered to reduce any adverse impacts between these two incompatible uses. The width of the buffer should be based on the type of industry and its potential to create noise, odors, heavy truck traffic, or other negative effects.

Appropriate uses include manufacturing, warehousing and wholesaling, transportation and distribution centers, water and wastewater treatment facilities, landfills, bulk storage of hazardous materials, large equipment storage and operation, and other uses that may be unpopular neighbors. Residential development and general retail uses are not appropriate. These areas should be served by water and sewer infrastructure.

***Figure 4: Future Land Use Map of the Area***



The proposed revision is consistent with the Industrial classification as shown on the Future Land Use Map (FLUM). While the proposed revision does not include a specific development proposal, the adjacent Industrial Park will maintain its industrial character. The predominant zoning of the subject property is General Industrial which provides an expectation that industrial development will occur at this location. Table 2 below provides more detail on the desired and inappropriate uses in the Industrial future land use category.

| TABLE 2: FUTURE LAND USE CATEGORY DETAILS |
| --- |
| **Industrial** |
| |
| **Desired Uses**<br>• Industrial<br>• Manufacturing<br>• Mining |
| **Inappropriate Uses**<br>• Residential<br>• Commercial |

# SUP 2024-46

Application

# APPLICATION FOR SPECIAL USE PERMIT

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

**SECTION 1: APPLICANT INFORMATION**

| | | | |
|---|---|---|---|
| **Applicant's Name:** | Pender County Planning | **Owner's Name:** | PHILLIP'S LEASING SYSTEMS, LLC |
| **Applicant's Address:** | 805 S. Walker Street | **Owner's Address:** | 327 ALEXANDER ST |
| **City, State, & Zip** | Burgaw, NC 28425 | **City, State, & Zip** | FAYETTEVILLE, NC 28301 |
| **Phone Number:** | 910-259-1202 | **Phone Number:** | 910-323-9600 |
| **Email Address:** | dadams@pendercountync.gov | **Email Address:** | phillipm@phillipstowing.net |

**Legal relationship of applicant to landowner:** N/A

**SECTION 2: PROJECT INFORMATION**

| | | | |
|---|---|---|---|
| **Property Identification Number (PIN):** | 3201-15-5184-0000 | **Total property acreage:** | Approximately 15 acres |
| **Zoning Classification:** | GI & RA | **Acreage to be disturbed:** | N/A |
| **Water Provider:** | PCU | **Wastewater Provider:** | PCU |
| **Project Address:** | N/A | **NAICS Code:** | |
| **Description of Project Location:** | East side of US HWY 421, just north of County line. | **Township:** | Grady |
| | | **Roads:** | **Public/Private** |
| **Describe activities to be undertaken on project site:** | Request is to amend existing SUP to remove this property from the SUP that governs the Pender Commerce Park. | | |

**SECTION 3: SIGNATURES**

| | | | |
|---|---|---|---|
| **Applicant's Signature** | DLA | **Date:** | 6/10/2024 |
| **Applicant's Printed Name:** | Daniel Adams | **Date:** | 6/10/2024 |
| **Owner's Signature** | P. McCorquodale | **Date:** | 6-12-24 |
| **Owner's Printed Name:** | Phillip McCorquodale | **Date:** | 6-12-24 |

**NOTICE TO APPLICANT**

1. Applicant must also submit the information described on the Special Use 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 Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

| Office Use Only | | | | | | |
|---|---|---|---|---|---|---|
| ☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area** | | | | | **Total Fee Calculation: $** | |
| | | | | | **Application#:** | |
| | | | | | **Date of Hearing:** | |
| **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: | |

# SUP 2024-46

Narrative

# 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

June 12, 2024

SUP 2024-46: Major revision to Industrial Park Special Use Permit
Narrative and Findings

The applicant, Pender County Planning & Community Development, and owner, Phillip's Leasing Systems, LLC, are seeking a revision to a previously approved Special Use Permit (SUP) that established an Industrial Park known as the Pender Commerce Park. The request is to remove approximately 15.07 acres from the area covered by a SUP issued in 2009 and subsequently revised in 2014.

A SUP was first issued on February 16, 2009, (Case # 09-02-16-05) that established an Industrial Park that spanned approximately 378 acres in the southwestern part of the County. On June 23, 2014, a revision to the SUP (Case # 10008R) was approved that expanded the Industrial Park to approximately 756 acres. Pender County was the owner and applicant for both of those SUP cases.

On September 21, 2021, Pender County sold approximately 15.07 acres to Phillip's Leasing Systems, LLC. The ~15 acres had previously been part of the area governed by the SUP issued for the Industrial Park. Phillip's Leasing Systems, LLC, would like to pursue development of the subject parcel but it remains encumbered by the provisions of the SUP that governs the existing Industrial Park.

As outlined in Section 3.12.3.G of the County's Unified Development Ordinance (UDO), in approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within which same is located, shall make written findings that eight standards are fulfilled. Please see below for an explanation of how each of the standards described in the UDO have been met.

1) ***The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;***
The Table of Permitted Uses, found in Section 5.2.3 of the UDO, lists Industrial Parks as a use permitted via a Special Use Permit with additional standards.

2) ***The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;***
The proposed revision to the existing Special Use Permit removes land from the regulations that govern development in the Industrial Park and thus does not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property.

3) ***The proposed use shall not constitute a nuisance or hazard;***
There is no proposed use associated with the request. Rather the request is to remove land that is currently part of the Industrial Park as defined by SUP 09-02-16-05 and subsequently revised by SUP 10008R.

4) ***The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;***
The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Industrial on the Future Land Use Map. While the revision removes the land from the existing Industrial Park, the majority of the land is still zoned General Industrial, thus it is reasonable to expect industrial development on the subject property.

5) ***Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;***
The requested revision does not include any proposal for new development; however, the property does have frontage on US Highway 421. Water and wastewater infrastructure serves the Industrial Park and is available in the area.

6) ***That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;***
There is no development proposal associated with the request; however, the property does have frontage along US Highway 421.

7) ***That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and***
The subject property will maintain conformity with the General Industrial and Rural Agricultural zoning districts.

8) ***The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.***
The requested revision does not include a development proposal, but the majority of the property is zoned General Industrial, which is compatible with the land uses in the surrounding area.

Based on the findings outlined above, the applicant and owner feel the standards for granting a revision to the SUP have been met. Thank you for your consideration of this proposal.

Sincerely,

Daniel Adams
Planning & Community Development Director

# ATTACHMENT 1

Case # 09-02-16-05 Board Action Form (February 16, 2009)

**REQUEST FOR BOARD ACTION**

**ITEM NO._____**

**DATE OF REQUEST:** February 5, 2009

**REQUESTED BY:** Staff, Planning and Community Development Department

**SHORT TITLE:** Pender County, applicant and owner, is requesting the approval of a Special Use Permit (SUP) for an industrial park.

**BACKGROUND**: Pender County, applicant and owner, is requesting approval of a Special Use Permit for the establishment of an Industrial Park on 378 acres. The property is zoned I-2, Industrial District (Heavy Industry) and is located along the southwest side of U.S. Highway 421 S., approximately ¼ mile north of the New Hanover County line. The property may be identified as PIN # 2291-76-4724-0000. Currently the Pender County Zoning Ordinance requires a Special Use Permit for Industrial Parks to be located in the Industrial (Heavy Industry) I-2 District.

**SPECIFIC ACTION REQUESTED:** Staff is requesting that the Board of Commissioners: Hold a Public Hearing for a request for a Special Use Permit for an industrial park, in the Industrial I-2 District.

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that: on February 16, 2009 (approved, modified, denied) a special use permit for an industrial park as described herein, and Jimmy T. Tate, Chairman to the Board, is authorized to execute the order implementing this resolution and provide notice to the applicant of the action taken herein.

**AMENDMENTS:**

MOVED Rivenbark SECONDED Williams

APPROVED X DENIED ~~_____~~ UNANIMOUS

YEA VOTES: Tate ___ Brown ___ Blanchard __ Rivenbark ~~___ Williams~~ ___

Jimmy T. Tate

Jimmy T. Tate, Chairman Date 2/16/09

Rick Burton 2/16/09

ATTEST Date

# ATTACHMENT 2

Case # 10008R Board Action Form (June 23, 2014)

## REQUEST FOR BOARD ACTION

**ITEM NO.** 6.

**DATE OF MEETING:** June 23, 2014

**REQUESTED BY:** Kyle M. Breuer, Director, Planning & Community Development

**SHORT TITLE:** Resolution to Approve a Special Use Permit for an Industrial Park.

**BACKGROUND:** Pender County, applicant and owner, is requesting approval of a Major Revision to a Special Use Permit that was originally approved in 2009 (Case Number 09-02-16-05) for the establishment of an Industrial Park. The request is to increase the overall acreage of the Pender Commerce Park from 378 acres to 685.64 acres to accommodate acquired tracts in 2010 for further industrial development. The property is currently zoned GI, General Industrial District and is located along the west and east sides of US HWY 421, just north of the Pender/New Hanover County line. There are seven (7) tracts associated with this request totaling 307.64 acres and may be identified as Pender County PIN(s) 2291-54-6707-0000; 2291-76-5826-0000; 2291-75-8677-0000; 2291-84-9960-0000; 3201-06-6415-0000; 2291-67-2665-0000; 2291-57-6257-0000.

**SPECIFIC ACTION REQUESTED:** To hold a public hearing and consider the approval of a Major Revision to Special Use Permit for an Industrial Park.

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby (approved, ~~modified~~, ~~denied~~) a Special Use Permit, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED McCoy SECONDED Tate

APPROVED X DENIED _____ (UNANIMOUS)

YEA VOTES: Williams: _____ McCoy: _____ Brown: _____ Tate: _____ Ward: _____

J. David Williams, Jr., Chairman — 6/23/14 Date

Clarleen B. Watson — 06/24/2014
ATTEST Date

# ATTACHMENT 3

Deed and Map from 2021 Sale

Doc No: 20089977
Recorded: 09/09/2021 12:40:20 PM
Fee Amt: $26.00 Page 1 of 2
Excise Tax: $0.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK **4764** PG **1046 - 1047 (2)**

Excise Tax $ EXEMPT Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. Part of 3201-06-6415-0000
Verified by _____ County on the ____ day of _____, 2021___
by _____

Mail after recording to
This instrument was prepared by **Lawrence S. Boehling**

Brief Description for the index

# NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made **SEPTEMBER 1, 2021**, by and between

| GRANTOR | GRANTEE |
|---|---|
| **PENDER COUNTY, a North Carolina body politic**<br>**P.O. Box 5**<br>**Burgaw, NC 28425** | **PHILLIP'S LEASING SYSTEMS, LLC**<br>**327 Alexander Street**<br>**Fayetteville, NC 28301** |

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

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

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

Being all of that 15.068 acres, more or less, gross, as more particularly shown on that map entitled "Subdivision Plat, Part of Tract 4- MB 51 Pg 70, US 421 at the New Hanover/Pender County Line, Pender County Property" recorded in Map Book 68, Page 96 of the Pender County Registry.

ROUNTREE LOSEE LLP
WILMINGTON, NC

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

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

And the Grantor covenants wit the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other that the following exceptions hereafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of way and easements properly of record, if any and current year ad valorem taxes.

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

Pender County, a body politic and political subdivision of the State of North Carolina

ATTEST:

Tera C Cline
Clerk to the Board of County Commissioners

By: George R. Brown (SEAL)
GEORGE R. BROWN, Chairman
Board of County Commissioners

PENDER COUNTY COMMISSIONERS NORTH CAROLINA

STATE OF NORTH CAROLINA, COUNTY OF PENDER

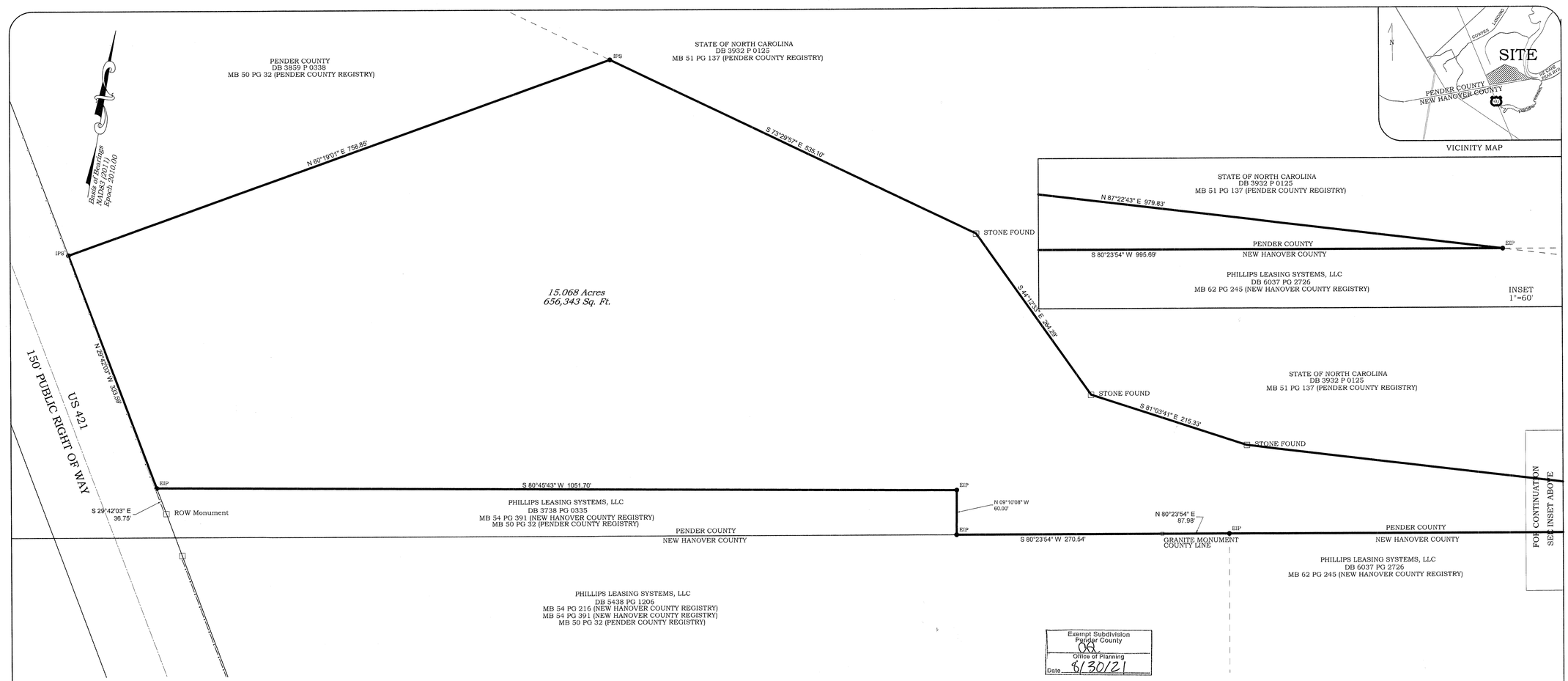
I, Cynthia R Fennell, the undersigned, a Notary Public of the County and State aforesaid, certify that Tera C. Cline, personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of Pender County, a body political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners for Pender County, the foregoing instrument was signed in its name by its Chairman and attested by her as Clerk. Witness my hand and official stamp or seal, this 7th day of SEPTEMBER, 2021.

Cynthia R Fennell Notary Public

My Commission Expires: 11-20-2024.

CYNTHIA R. FENNELL
Notary Public, North Carolina
Pender County
My Commission Expires
November 20, 2024

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003




Exempt Subdivision
Pender County
Office of Planning
Date 8/30/21

CERTIFICATE OF ACCURACY AND MAPPING (NCGS 47-30)

I, DEAN D. EXLINE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE RECORDED DOCUMENTS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 50, PAGE 32; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF AUGUST, A.D., 2021.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4375

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D EXLINE

ADDITIONAL CERTIFICATION - EXEMPT (NCGS 47-30)

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4375

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D EXLINE

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) OWN FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, CONSERVATION SPACE AND OTHER AREAS TO PUBLIC OR PRIVATE USE AS NOTED. ALL ROADS AND DRAINAGE EASEMENTS ARE DEDICATED FOR PUBLIC UTILITY PURPOSES. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF PENDER COUNTY.

SIGNATURE OF OWNER on behalf of Pender County — DATE 8/30/21

SIGNATURE OF OWNER — DATE 8/30/21

PARCEL IDENTIFIER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF PENDER

Pt of 3201-06-6415-0000
PARCEL IDENTIFIERS HAVE BEEN ISSUED FOR ALL PARCELS SHOWN ON THIS PLAT.

TAX ~~SUPERVISOR~~ — DATE 8/30/2021

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF PENDER

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

8/30/21 — DATE
Carlene Shaw — REVIEW OFFICER

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

STATE OF NORTH CAROLINA
PENDER COUNTY

FILED FOR REGISTRATION ON THE _____ DAY OF _____ AT _____
(A.M. / P.M.) AND DULY RECORDED IN MAP BOOK _____, AT PAGE _____.

Doc No 20069444
Recorded: 08/30/2021 10:39:39 AM
Fee Amt: $21.00 Page 1 of 1
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 96 - 96 (1)

ISTER OF DEEDS

NOTES:
1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET, UNLESS OTHERWISE NOTED.

2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CERTIFIED TITLE REPORT AND THEREFORE THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS OF RECORD, OR OTHER ENCUMBRANCES NOT OBSERVED OR SHOWN HEREON.

3. NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE FOLLOWING: FLOOD ZONES, WETLANDS, UNDERGROUND STORAGE FACILITIES, CEMETERIES, HAZARDOUS WASTE DEPOSITS OR MATERIALS, OR OTHER CONDITIONS.

4. THE CALCULATED PROPERTY LINES SHOWN HEREON WERE DRAWN FROM FIELD LOCATED BOUNDARY EVIDENCE AND/OR RECORDED DEEDS AND MAPS AS NOTED.

5. ANY LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE BASED ON INFORMATION PROVIDED BY OTHERS AND/OR FIELD LOCATED EVIDENCE. ALL UTILITIES ARE SUBJECT TO FIELD VERIFICATION BY ANY USER OF THIS MAP.

0 30 60 120 240
SCALE: 1"=60'

SUBDIVISION PLAT
PART OF TRACT 4 - MB 51 PG 70
US 421 AT THE NEW HANOVER/PENDER COUNTY LINE
PENDER COUNTY PROPERTY
GRADY TOWNSHIP, PENDER COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D EXLINE


Geoinnovation, PC
402 Jewell Point
Wilmington, North Carolina 28411
910-799-0099
www.gisspc.com
NCBELS Firm C-2881

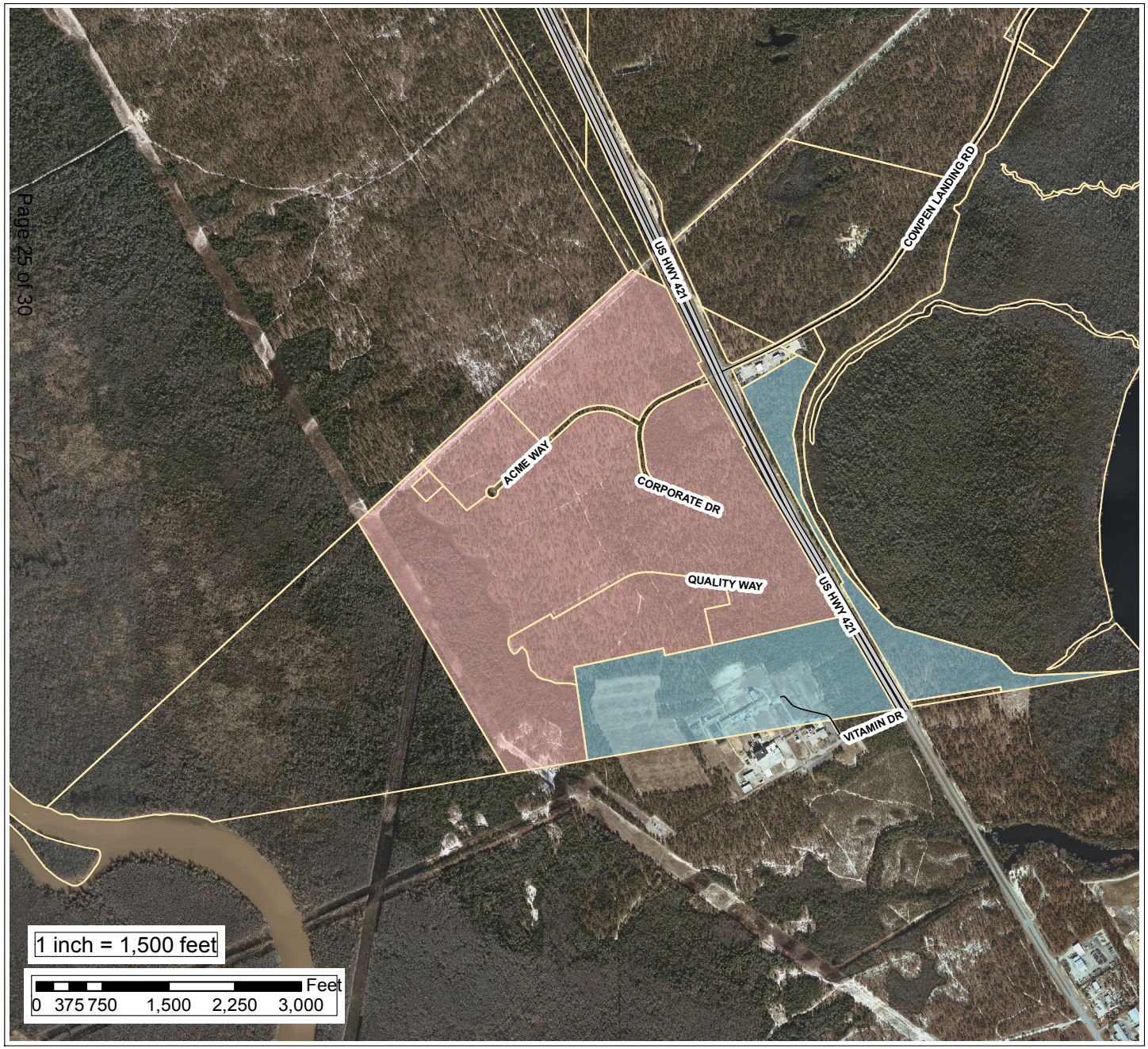

CLIENT
PHILLIPS LEASING SYSTEMS, LLC
327 ALEXANDER STREET
FAYETTEVILLE, NC 28301

DATE: 08/25/21
SCALE: 1"=60'
DRAWN: CAD
CHECKED: SRP
APPROVED: DDE
PROJECT NO: 21083
SHEET NO: 1 OF 1

BK 68 PG 96

# ATTACHMENT 4

Maps of Industrial Park
from 2014 case file
(Case # 10008R)




**Applicant and Owner:**
**Pender County**

**Special Use Permit:**
**10008**

Existing SUP
Revised SUP Request

N

## Aerial - 2012

NOT TO SCALE

COWPEN LANDING ROAD
Cowpen Landing Rd

US 421 NEW HANOVER COUNTY

1 38 ac
2 14 ac
3 13 ac
4 9 ac
5 20 ac
6 14 ac
7 16 ac
8 16 ac
9 15 ac
10 14 ac
11 17 ac
12 21 ac
13 14 ac
14 25 ac
15 14 ac
16 17 ac
17 12 ac
18 12 ac
19 42 ac
20 13 ac
21 22 ac
21 18 ac

SW POND
SW POND
SW POND
EXISTING WTP
FUTURE WWTP

PENDER COUNTY LINE
NEW HANOVER COUNTY LINE

Villamil Dr

© 2013 Google

| | | |
|---|---|---|
| PENDER COUNTY UTILITIES<br>605 E. FREMONT ST.<br>BURGAW, NORTH CAROLINA 28425<br>TELEPHONE: (910) 251-1570 | PENDER COMMERCE PARK SUP MODIFICATION PLAN<br>LOT LAYOUT - SHEET 1 OF 2<br>PENDER COUNTY<br>APRIL 2014 | PCU<br>Pender County Utilities<br>Commitment to Quality |

# **ATTACHMENT 5**

# Article 3.12 SUP Review Procedures

as a matter of right, but only after review and approval of a Special Use Permit as hereinafter provided.

**3.12.2 Application and Fees**

A. Applications for Special Use Permits, signed by the applicant, shall be approved or denied by the Board of Commissioners and shall follow the general requirements of Section 3.1.1 and 3.1.2.

B. Each application shall contain the following as stipulated by the County Commissioners and Administrator:

1) Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
2) Other Requirements. Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
3) For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.
4) Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
5) Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
6) Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

**3.12.3 Procedures for Reviewing Applications**

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due

regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

**3.12.4 General Provisions Concerning Special Use Permits**

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator

may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

   A. Such conditions may include a time limitation.
   B. Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
   C. Conditions of a continuing nature may be imposed. For example, "exterior loudspeakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

## 3.13 ESTABLISHMENT OF VESTED RIGHT

### 3.13.1. Site-Specific Vesting Plans

# Pender County
# SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township

| | |
|---|---|
| **TO:** | Board of County Commissioners |
| **FROM:** | Justin Brantley |
| **DATE:** | August 19, 2024 |
| **SUBJECT:** | SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township |

**SUMMARY:**
Long Point Estates HOA, Inc., applicant and owner, is requesting the approval of a revision to a previously issued Special Use Permit (Case SUP 2023-44). The previous Special Use Permit allowed the expansion of a community boating facility, which included the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The revision seeks to allow a limited number of Hammock Watch and Greystone residents to utilize the Long Point Estates community boat ramp. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district.

The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000.

**ACTION REQUESTED:**
Hold a public hearing and consider the request.

**ATTACHMENTS:**
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. Overview of Communities
6. Attachment 1: SUP 2023-44 Board Order
7. Attachment 2: Memorandum of Understanding

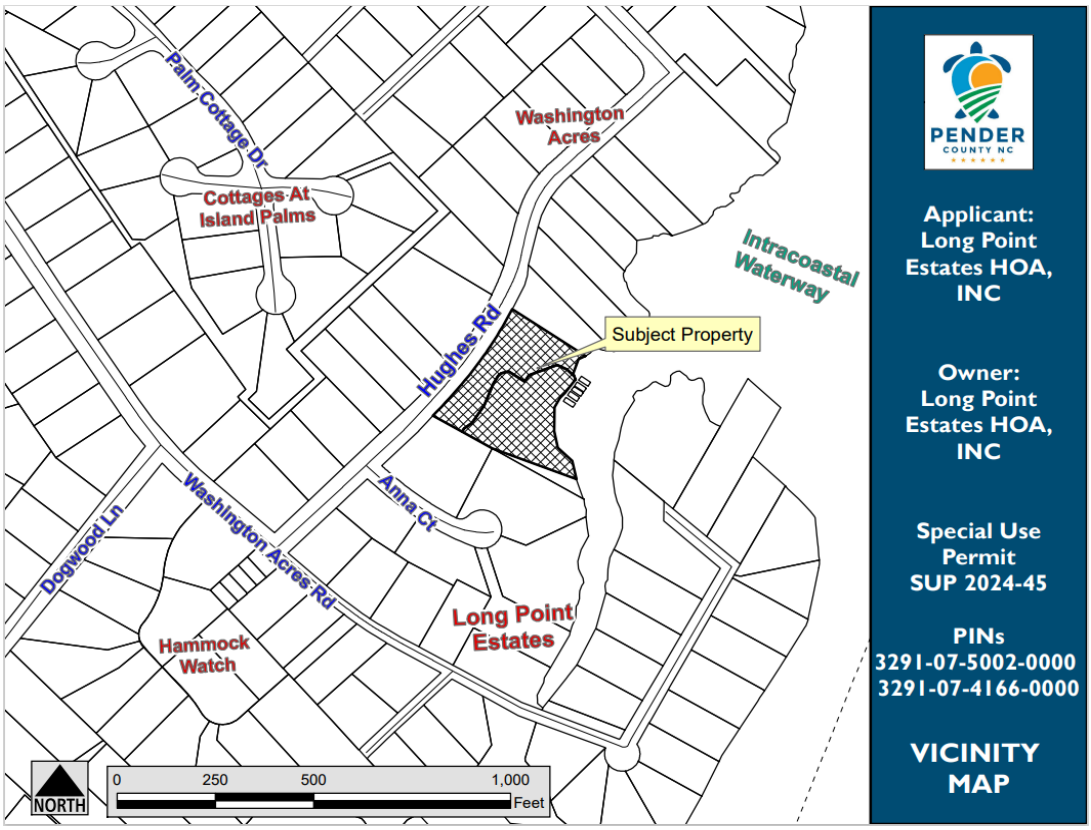
8. Attachment 3: Boat ramp rules and permit
9. Attachment 4: SUP Approval and Revocation Procedures

# STAFF REPORT FOR SUP 2024-45
# SPECIAL USE PERMIT REVISION APPLICATION

| APPLICATION SUMMARY | |
|---|---|
| Case Number | SUP 2024-45 (Revision to SUP 2023-44) |
| Hearing Date | August 19th, 2024<br>Board of County Commissioners |
| Applicant | Long Point Estates HOA, Inc. |
| Property Owners | Long Point Estates HOA, Inc. |
| Parcel Identification Numbers | 3291-07-5002-0000<br>3291-07-4166-0000 |
| Acreage | 1.97 |
| Township | Topsail |
| Zoning District | RP, Residential Performance |
| Pender 2.0 Future Land Use Category | Coastal Residential |

| SPECIAL USE PERMIT PROPOSAL |
|---|
| Long Point Estates HOA, Inc., applicant & owner, is requesting the approval of a revision to a previously issued Special Use Permit (Case SUP 2023-44). The previous Special Use Permit allowed the expansion of a community boating facility, which included the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The revision seeks to allow a limited number of Hammock Watch and Greystone residents to utilize the Long Point Estates community boat ramp. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district. |
| **LOCATION** |
| The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000. |

***Below: Vicinity Map***




## SPECIAL USE PERMIT PROPOSAL AND BACKGROUND

The applicant is seeking to revise a previously issued Special Use Permit (Case SUP 2023-44) to allow residents of the Hammock Watch and Greystone communities to utilize an existing community boating facility, specifically the boat ramp, in the Long Point Estates Community. Special Use Permit Case SUP-2023-44 was approved on December 4th, 2023 and allowed the addition of a new pier and dock that consisted of five boat slips. This brought the total number of boat slips on-site to ten. According to the applicant, this was to accommodate the five remaining homeowners within the Long Point Estates Community without access to the waterway.

Currently ten boat slips are in place as well as a boat ramp. Currently the applicant is seeking to allow limited residents of the nearby Hammock Watch and Greystone communities to utilize the boat ramp on the property. See attached **Application, Project Narrative, site plan, and illustrations of the communities in question** in the Board's Packet. Also, see the Board Order from the previous Special Use Permit Approval as **Attachment 1**.

The initial five boat slips were established in 2009 prior to the adoption of the current Pender County Unified Development Ordinance (UDO). Under the current UDO, the additional 5 slips were approved. Under the previous Pender County Zoning Ordinance, a private pier consisting of 5 or fewer boat slips was allowed by right without special approval. Under today's ordinance Community Boating Facilities are defined as follows:

**COMMUNITY BOATING FACILITY**: A private, nonprofit boating facility with navigable water frontage which includes a dock, pier, and/or launching ramp which is intended to serve five (5) or more residential units. Must be owned/controlled by a Homeowners Association (HOA) or any type of development association or collective owners group where more than one family has privileges to use facility. Commercial activities of any kind, including commercial letting of slips to parties that are not residents of the association or development, shall be prohibited.

In addition, Section 5.3.12, Miscellaneous Uses, of the UDO provides additional limitations for the proposed uses in Part C as follows:

C. Community Boating Facility

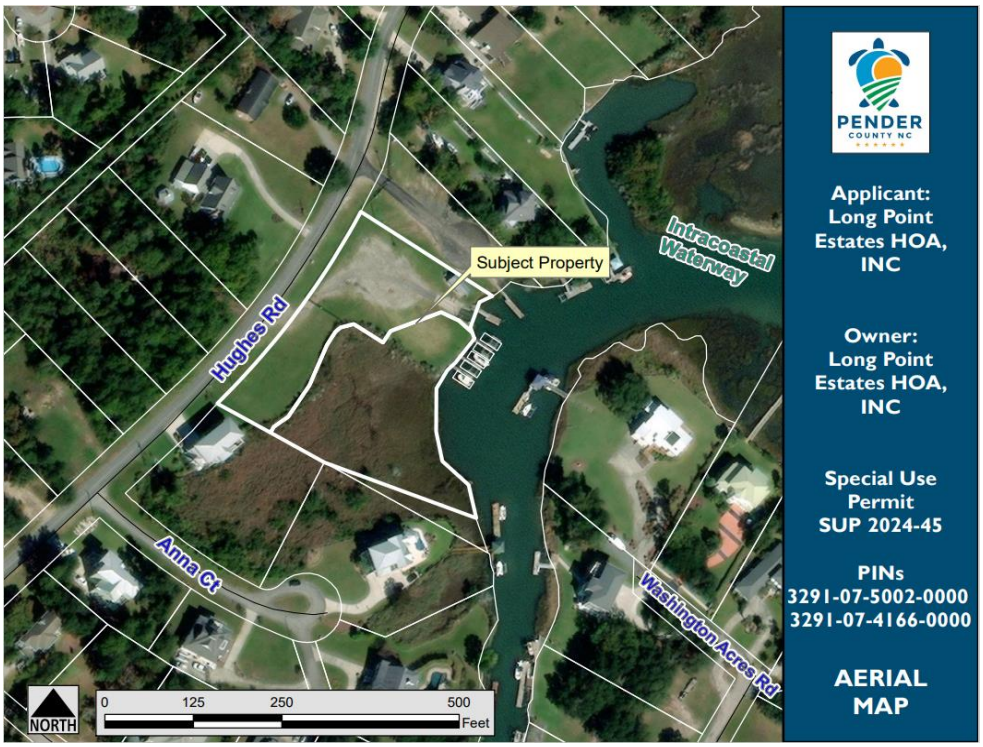
1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.

2) No commercial activities of any kind shall be allowed within the confines of the facility.

3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.

Under the current UDO, Community Boating Facilities are required to be included as part of an approved Master Development Plan or are obtained through the Special Use Permit process where allowed. The UDO provides that any type of development association or collective owners group can qualify to use a Community Boating Facility. A Memorandum of Understanding between Long Point Estates, Hammock Watch, and Greystone is provided as **Attachment 2**. Also, see **Attachment 3** for rules of the usage of the boat ramp and proposed permit for users.

***Below: Aerial Map***



***Below: Applicant's Site Plan***

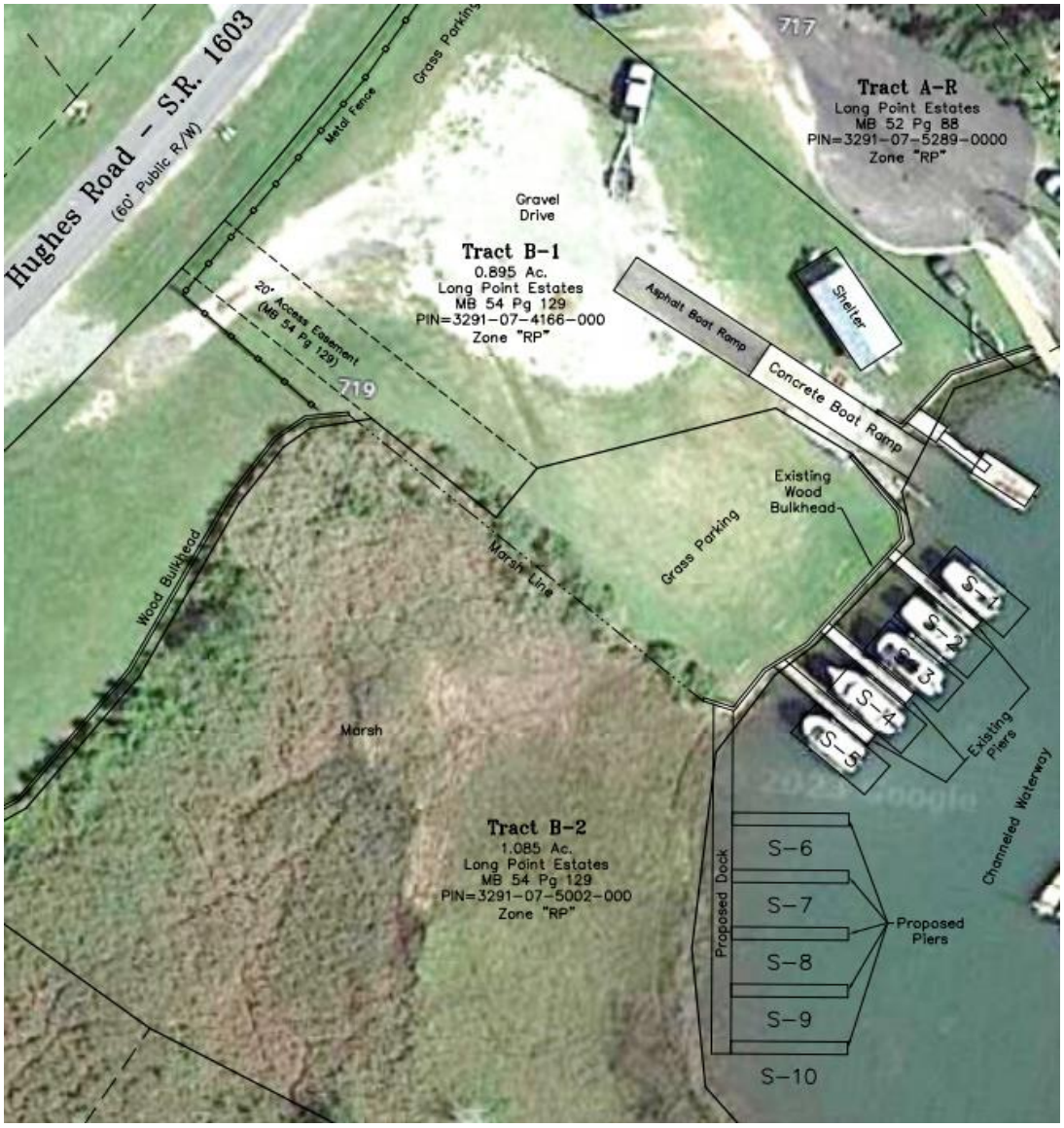



*Figure 1: Previously Proposed Dock and Approved Piers now constructed.*

**Hours of Operation**
No specific hours of operation are proposed.

**Access**
The site is accessed using Hughes Road. As an addition to an already established private pier and boat ramp, there should be no need for additional access points. However, emergency vehicle access will be assessed to ensure adequate ingress/egress is available.

**Traffic**

A Traffic Impact Analysis (TIA) is not anticipated as the proposed use is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any required road improvements would be constructed to NCDOT standards. Based on the trip generation of the 11th Edition ITE Trip Generation Manual, a TIA review is not required.

No traffic counts are available in the vicinity of the subject properties. The boat slips will be limited to the use of residents within Long Point Estates with the boat ramp to be utilized by limited residents of the Hammock Watch and Greystone communities, therefore there will likely be no substantial increase in traffic. However, it is important to note that this facility is within walking or biking distances of nearby residences that utilize said facilities.

***Estimated Vehicular Trip Counts***

| Land Use (ITE Code) | Intensity | Unit | 24 Hour Volumes | Saturday Peak Hour Trips | Sunday Peak Hour Trips |
|---|---|---|---|---|---|
| **Existing:** ITE 420 Marina | 5 | Berths | 12 | 1 | 2 |
| **Proposed:** ITE 420 Marina | 10 | Berths | 24 | 2 | 3 |
| | | **Total** | +12 | +1 | +1 |

**Signage**
Signage is not being proposed currently. Any proposed signage shall be required to be in conformance with the standards outlined in Article 9 of the Unified Development Ordinance.

**Utilities**
According to the applicant, the property is located on an improved public road with sufficient access to the site. There is also sufficient infrastructure currently in place to accommodate the proposed low intensity use of the existing residential boating facility.

**Landscaping and Buffers**
No new facilities are proposed. Furthermore, additional vegetative screening would obscure water views of nearby residences.

| ENVIRONMENTAL CONCERNS | |
|---|---|
| Special Flood Hazard Areas | The subject property does contain Special Flood Hazard Areas[1]. |
| Wetlands | Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers. |
| Areas of Environmental Concern | The subject property does contain Areas of Environmental Concern along the waterway (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

**Basis for Granting SUP**
Approval and revocation procedures for Special Use Permits are in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. **See Attachment 4.**

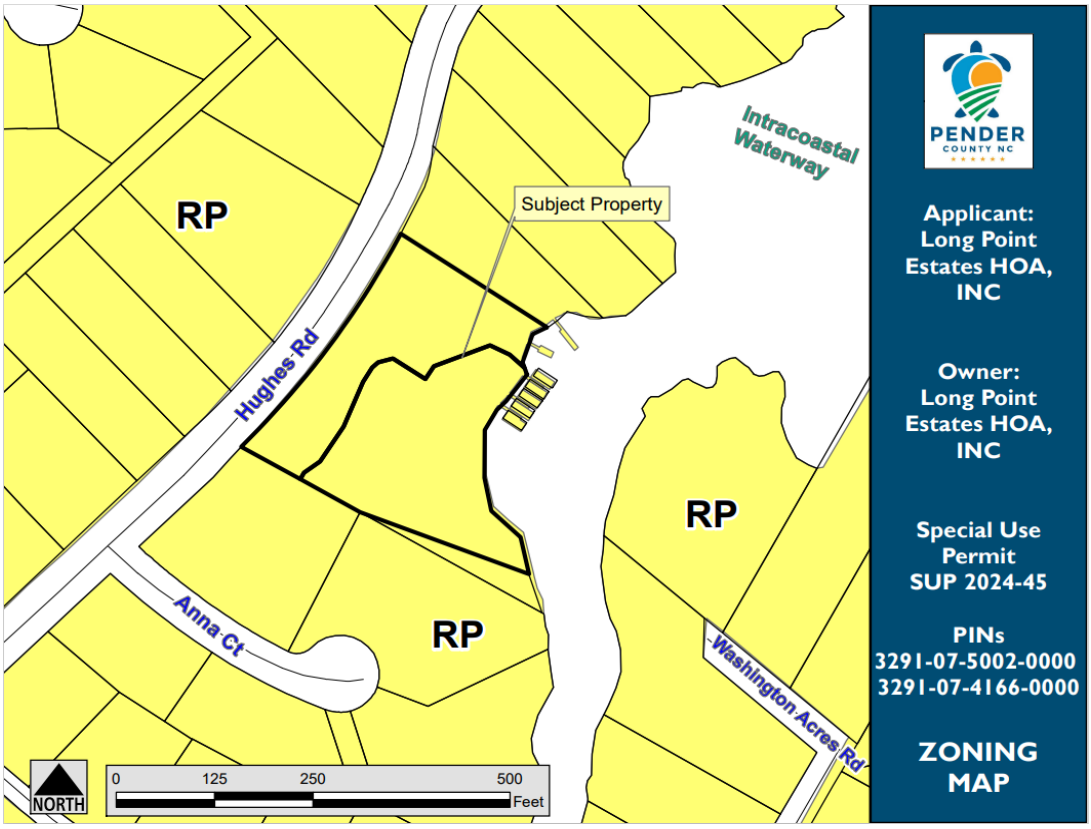
**Zoning and Existing Land Use in Area**
There is currently one picnic shelter/pavilion on site as well as a boat ramp and an existing dock with five boat slips. Much of the immediately surrounding area consists of single-family residential uses, as well as a boat ramp serving another community directly to the north.

| CHARACTERISTICS OF THE SURROUNDING AREA | | |
|---|---|---|
| | **LAND USE** | **ZONING** |
| **North** | Residential, Boat Ramp | RP, Residential Performance |
| **East** | Residential, Waterway | RP, Residential Performance |
| **South** | Residential | RP, Residential Performance |
| **West** | Residential, Vacant | RP, Residential Performance |

**Unified Development Ordinance Compliance**
The subject property is zoned RP, Residential Performance zoning district and according to Section 5.2.3, Table of Permitted Uses, of the UDO, a Community Boating Facility is permitted in this zoning district via Special Use Permit.

| | | Zoning Districts | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Use Type** | **Ref NAICS** | **RA** | **RP** | **RM** | **MH** | **PD** | **GB** | **OI** | **IT** | **GI** | **EC** |
| **Community Boating Facility** | | SD | **SD** | SD | SD | SD | | | | | |

***Below: Zoning Map of the Area***



**Pender 2.0 Comprehensive Land Use Plan Compliance**

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Coastal Residential. Supporting the County's coastal character and natural habitat is a top priority for Pender County residents. To more appropriately preserve the County's coastal character, the Coastal Residential future land use category is established. Coastal residential land uses are located east of the US 17 corridor and generally within a half-mile of estuarine waters such as coastal creeks and the Intracoastal Waterway. Appropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private). Unencumbered access to public trust coastal waters and maximum development setback from the shoreline is highly encouraged. Clustering of new communities is encouraged. To support adjacent coastal surface water quality, low impact development (LID) is encouraged. In general, lots should maximize pervious surfaces. Tree preservation and mitigation is required for stormwater purposes and as a means of preserving the coastal habitat. Development density within this category is three dwelling units an acre or less. Water and sewer service are typically available in these areas.

**Desired Uses:**

- Single-family dwellings – detached
- Recreation, parks, and open space

**Inappropriate Uses:**

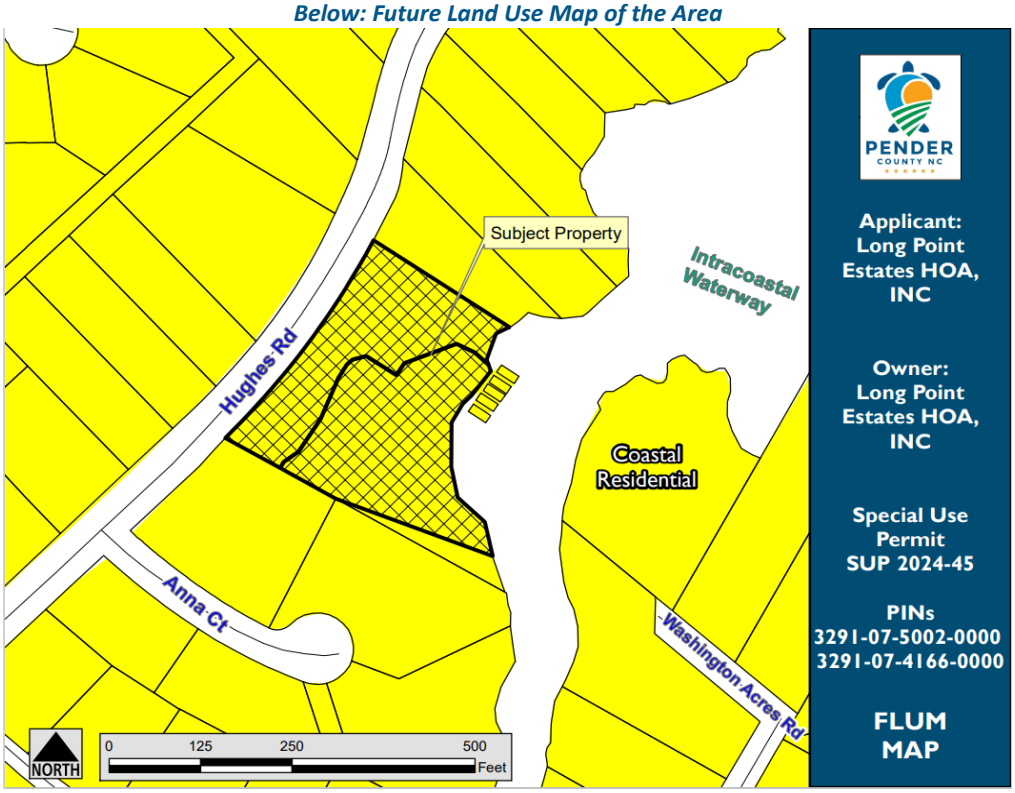
- Single-family dwellings – attached
- Multi-family residential uses
- Commercial, office, and institutional development
- Industrial development

**Transportation Infrastructure:**

- Automobile: Collector (local, minor) and local roads
- Pedestrian: 5 foot sidewalks
- Cyclist: bicycle lanes and multi-use paths

Planning staff finds the proposed request to be **consistent** with the Future Land Use Map (FLUM) classification for the property as it is designated Coastal Residential. The proposed revision to the previously issued Special Use Permit falls under the desired use of recreation, parks, and open space.

*Below: Future Land Use Map of the Area*




The request was found to be consistent with the following policies which support the request as the proposed use is considered an expanded amenity to an existing residential community.

> **Policy 5.1.X: Coastal Residential Development:** The County supports the protection of existing coastal single-family residential neighborhoods and property values by encouraging low-impact development principles, impervious coverage thresholds, public trust access, and preservation of tree canopy.
>
> **Policy 5.1.HH: Recreational Development:** The County encourages and supports expansion and preservation of public and private recreational lands.

The proposed recreational use is consistent with the above policies and future land use designation as it is intended to increase water access for residents of the Long Point Estates, Hammock Watch, & Greystone communities.

## PROPOSED CONDITIONS

**Conditions to Consider in Issuing a Special Use Permit for this Project.**

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

# SUP 2024-45

Application

# 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

## Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed 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. _____ **Pre-submittal Meeting**
   Date of Meeting 5/29/24
2. _____ **Signed Application**
3. _____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. _____ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. _____ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. _____ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. _____ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

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

Signature of Applicant Terry Williams Date 06/07/24

Printed Name Terry Williams, Secretary for LPE, HOA, Inc Staff Initials: JB

Date: 6/24/24

# 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

## SPECIAL USE PERMIT APPLICATION

### 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. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

### APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

# APPLICATION FOR SPECIAL USE PERMIT

| THIS SECTION FOR OFFICE USE | | | |
|---|---|---|---|
| **Application No.** | SUP 2024-45 | **Date** | 06/10/2024 |
| **Application Fee** | $ 300.00 | **Invoice Number** | 00041043 |
| **Pre-Application Conference** | 05/24/2024 | **Hearing Date** | 7/15/2024 |

## SECTION 1: APPLICANT INFORMATION

| | | | |
|---|---|---|---|
| **Applicant's Name:** | Long Point Estates HOA, Inc. | **Owner's Name:** | Long Point Estates HOA, Inc. |
| **Applicant's Address:** | PO Box 12051 | **Owner's Address:** | PO Box 12051 |
| **City, State, & Zip** | Wilmington, NC 28405 | **City, State, & Zip** | Wilmington, NC 28405 |
| **Phone Number:** | 910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols) | **Phone Number:** | 910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols) |
| **Email Address:** | matt@mattnicholslaw.com | **Email Address:** | matt@mattnicholslaw.com |

**Legal relationship of applicant to landowner:** Same

## SECTION 2: PROJECT INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| **Property Identification Number (PIN):** | 3291-07-5002-0000<br>3291-07-4166-0000 | **Total property acreage:** | Approx. 1.97 acres | | |
| **Zoning Classification:** | RP | **Acreage to be disturbed:** | N/A, use existing boat ramp and parking facilities | | |
| **Water Provider:** | NA | **Wastewater Provider:** | NA | | |
| **Project Address:** | 719 Hughes Road. | | | **NAICS Code:** | 713990 |
| **Description of Project Location:** | Off Hughes Road in Hampstead, Pender County, North Carolina on Mill Creek | | | | |
| **Describe activities to be undertaken on project site:** | Proposal to allow owners of lots in Hammock Watch and Graystone subdivisions to use Long Point Estates HOA's existing boat ramp and parking facility pursuant to a Community Boating Facility Special Use Permit. | | | | |

## SECTION 3: SIGNATURES

| | | | |
|---|---|---|---|
| **Applicant's Signature** | Terry Williams | **Date:** | 06/07/24 |
| **Applicant's Printed Name:** | Terry Williams,Secretary for Long Point Estates HOA, Inc. | **Date:** | 06/07/24 |
| **Owner's Signature** | Terry Williams | **Date:** | 06/07/24 |
| **Owner's Printed Name:** | Terry Williams, Secretary for Long Point Estates HOA, Inc. | **Date:** | 06/07/24 |

## NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use 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 Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

# SUP 2024-45

Narrative

**Project Narrative:**

The Applicant/Property Owner, Long Point Estates HOA, Inc., is requesting a Special Use Permit in order to allow its existing community boat ramp and parking facility to be shared with two neighboring/nearby HOAs, Hammock Watch HOA and Graystone HOA.

On December 4, 2023, the Pender County Board of Commissioners approved Long Point Estates HOA's Special Use Permit request for a community boating facility to add five additional boat slips to Long Point Estates HOA's community dock. (Pender County SUP 2023-44). With this recent SUP approval in December 2023, all lots in the Long Point Estates HOA now have or will have a boat slip upon completion of the community dock expansion. Because all Long Point Estates HOA member now have either their own private docks or a boat slip at the Long Point Estates HOA community boating facility, Long Point Estates HOA existing community boat ramp—which is one of the few boat ramps (public or private) in this part of the County—is underutilized. Many residents in the area surrounding Long Point Estates have boats but do not have direct access to the water. Water/boating access for many residents in this area is achieved by towing a boat to a public boat ramp, either north or south along Highway 17.

The proposal to allow a limited number of Hammock Watch HOA and Greystone HOA residents to share in the use of the Long Point Estates HOA, Inc.'s community boat ramp presents an excellent opportunity to better utilize the existing boat ramp facility for the benefit of other area residents, reduce the number of boat-trailering trips along Highway 17, and reduce the demand on public boat ramps in the area.

The proposed use is consistent with the surrounding coastal area. The property adjacent to the north contains another community boat ramp and parking area (Washington Acres). The proposed SUP would not change or add any structures or change any use of the existing community boating facility. Long Point Estates HOA proposes to limit the number of additional users within the Hammock Watch HOA and Graystone HOA to a total of 40.

This site has direct access off of Hughes Road, which is an improved public secondary road. The Applicant Long Point Estates HOA's property consists of two adjacent parcels totaling approximately 1.97 acres with approximately 370 feet of combined shoreline along Mill Creek. As the proposed special use only pertains to the existing boating facility, it will not require additional water or sewer facilities.

**Special Use Permit Criteria:**

**1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;**

The existing facility is a Community Boating Facility as defined in the Pender County UDO. Community Boating Facility is a use permitted by Special Use Permit in the RP district as illustrated in UDO Sec. 5.2.3 *Table of Permitted Uses.* The Applicant HOA already has an approved SUP for the existing facility and the current use.

**2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;**

The proposed special use is entirely consistent with what currently exists in this location. Both adjacent properties have water and boat access structures. The property to the north has a boat ramp and parking for a different HOA (Washington Acres) and the property to the south contains the pier/dock structure belonging to Long Point Estates HOA. The subject property has a long shoreline with ample room to accommodate the existing and proposed uses. The proposed use will not interfere with any other properties. The propose use will benefit the Hammock Watch HOA and Graystone HOA communities by allowing a direct water/boating access opportunity in close proximity to their homes.

**3) The proposed use shall not constitute a nuisance or hazard;**

The use of the proposed facility will be a continuation of its current customary and historic use. Subject to the Board of Commissioners' approval and conditions, the proposed SUP would accommodate up to 40 additional users from the Graystone and Hammock Watch HOAs. The proposed use will not create a nuisance or a hazard. The proposed use will reduce the number of boat-trailering trips on Highway 17 by allowing the Hammock Watch HOA and Graystone HOA communities a direct water/boating access opportunity in close proximity to their homes.

**4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;**

The subject property is classified Coastal Residential on the Future Land Use map. The Pender County 2.0 Comprehensive Land Use Plan ("Comprehensive Plan") states that in Coastal Residential areas "[a]ppropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private)." (Comprehensive Plan pg. 5-23). It further lists among the desired uses for this designation "[r]ecreation, parks, and open space". The proposal is consistent with this designation because it allows residents in Graystone and Hammock Watch to have better access to water-based recreation opportunities.

**5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;**

The property is located on an improved public road with sufficient access to the site. Sufficient infrastructure is currently in place to accommodate the low-intensity use.

**6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;**

As the proposed use is limited to residents within the Long Point Estates, Hammock Watch and Graystone HOAs, no significant traffic impacts are anticipated. The proposed use will reduce the number of boat-trailering trips on Highway 17 for residents that would otherwise be seeking water/boat access via the public boat ramps in the area. The existing access off Hughes Road is sufficient for the proposed low-intensity use and expansion of the existing residential boat docking facility.

**7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and**

The special use will conform with all applicable regulations of the RP District. Additionally, the proposed use will meet the supplemental requirements listed in UDO Sec. 5.3.12.D specific to Community Boating Facilities as follows:

*C. Community Boating Facility*

*1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.*

The proposed use serves and would serve more than five residential units.

*2) No commercial activities of any kind shall be allowed within the confines of the facility.*

There are no proposed commercial activities proposed. The use of the boating ramp would be restricted to Long Point Estates residents and up to 40 residents of the Hammock Watch and Graystone neighborhoods under a shared use agreement.

*3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.*

**8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.**

The proposed use will have no adverse impact on surrounding uses. To the contrary, the proposed use will complement surrounding uses and will enhance the community by

offering residents of Graystone and Hammock Watch additional opportunities for water-based recreation consistent with the general area. The proposed use is consistent with the surrounding coastal area and properties and promotes recreational opportunities for single-family residential communities consistent with the Comprehensive Plan. The property to the north consists of a boating ramp and parking facility for Washington Acres HOA. The parcel to the south of the boat ramp/parking parcel is owned by the Applicant HOA and contains the Long Point Estates HOA's community pier and dock. The Subject Property has a long shoreline with ample room to accommodate the special use.

# SUP 2024-45

Site Plan

CERTIFICATE OF ACCURACY & MAPPING
Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales
Paul D. Talbot P.L.S. L-4088
NOTES:
PARCEL IDENTIFIER CERTIFICATE
Tax Supervisor
Date
Parcel #s 3291-07-5003-0000
REVIEW OFFICER CERTIFICATE
Review Officer
Date
CERTIFICATE OF REGISTRATION BY THE REGISTER OF DEEDS
STATE OF NORTH CAROLINA
PENDER COUNTY
Register of Deeds
Deputy / Assistant
VICINITY MAP
NOT TO SCALE
Hughes Road - S.R. 1603
(60' Public R/W)
Anna Court
(50' Private R/W)
Tract A-R
Long Point Estates
MB 52 Pg 68
Tract B-1
Long Point Estates
MB 54 Pg 129
Tract B-2
Long Point Estates
MB 54 Pg 129
Lot 513
Long Point Estates
Section 3
MB 48, Pg 123
Area 66
Long Point Estates
Section 3
MB 38, Pg 47
Marsh
Wood Bulkhead
Water Line
Existing Wood Bulkhead
Pontoon
Boat Ramp
Existing Dock
Proposed Dock
Proposed Piers
Channel Marker
S-1
S-2
S-3
S-4
S-5
S-6
S-7
S-8
S-9
S-10
Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales
Owner
Long Point Estates HOA, Inc
P.O. Box 12251
Wilmington, NC 28405
EXHIBIT
MAP OF
Long Point Estates HOA, Inc.
Boat Slip Assignments
Tract B-2
Topsail Township, Pender County
North Carolina
October 4, 2023
BAR SCALE 1"=30'
Talbot Land Surveying, P.C.
19747 U.S. Hwy 17, Suite 118
Hampstead, North Carolina 28443
Firm License C-3722
Phone: (910) 270-0634
Job# 2370
Drafted by: PDT
Drawing Name: 2370.dwg

VICINITY MAP
NOT TO SCALE
Washington Acres Road
Anna Court
Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales
EXHIBIT
MAP OF
Long Point Estates HOA, Inc.
Boat Slip Assignments
Tract B-2
Topsail Township, Pender County
North Carolina
November 13, 2023
BAR SCALE 1"=30'
Talbot Land Surveying, P.C.
Owner
Long Point Estates HOA, Inc
P.O. Box 12001
Wilmington, NC 28405
MB 54 Pg 129
Hughes Road - S.R. 1603
(60' Private R/W)
Anna Court
(60' Private R/W)
Tract A-R
Tract B-1
Tract B-2
Lot 813
Shelter
Covered Boat Ramp
Gravel Drive
Proposed Piers
S-6
S-7
S-8
S-9
S-10
Google
NOTES:
Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales

# Pender County




June 7, 2024

1:1,604

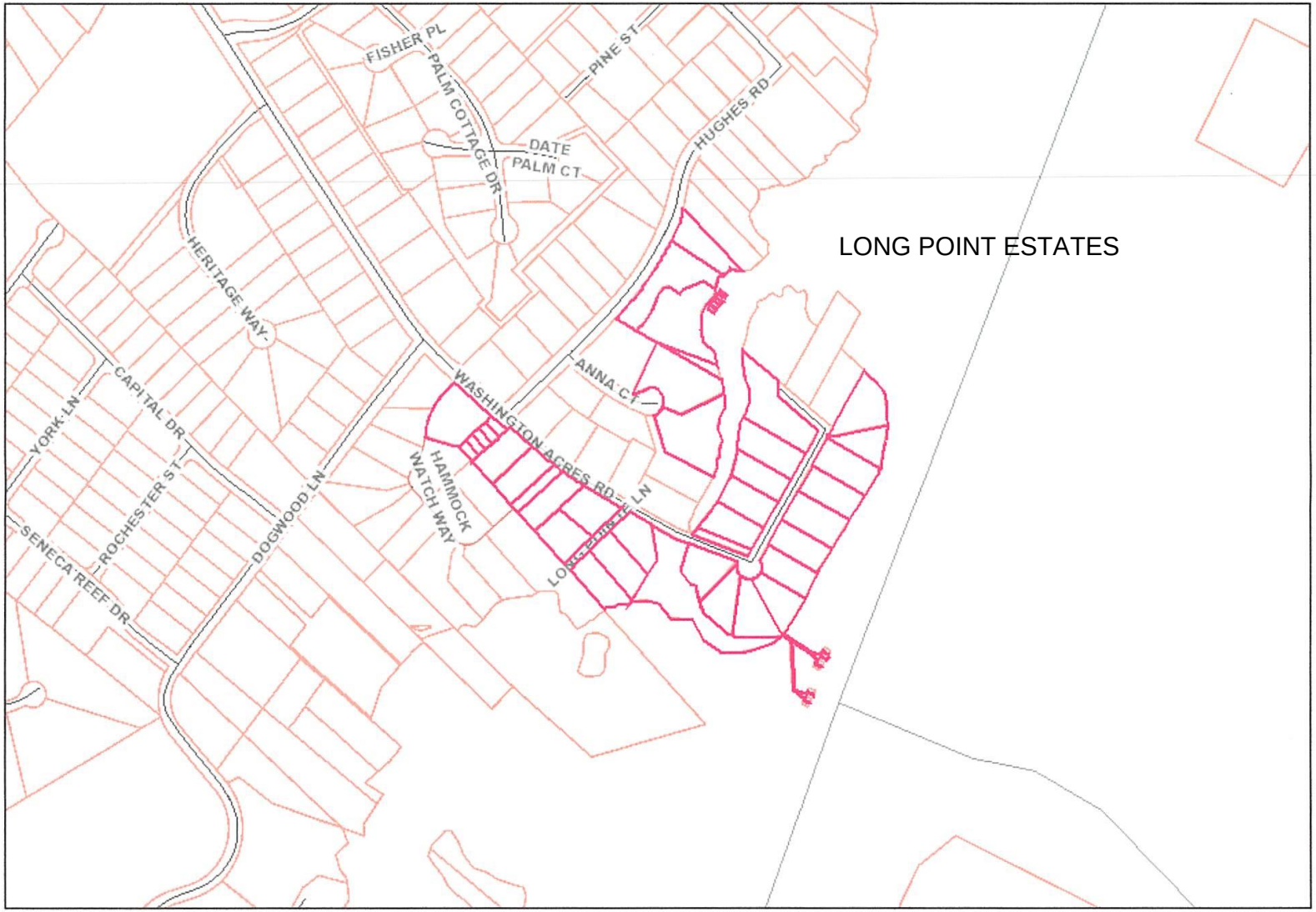
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0 0.02 0.04 0.08 km

# SUP 2024-45

## Communities Overview

# Pender County



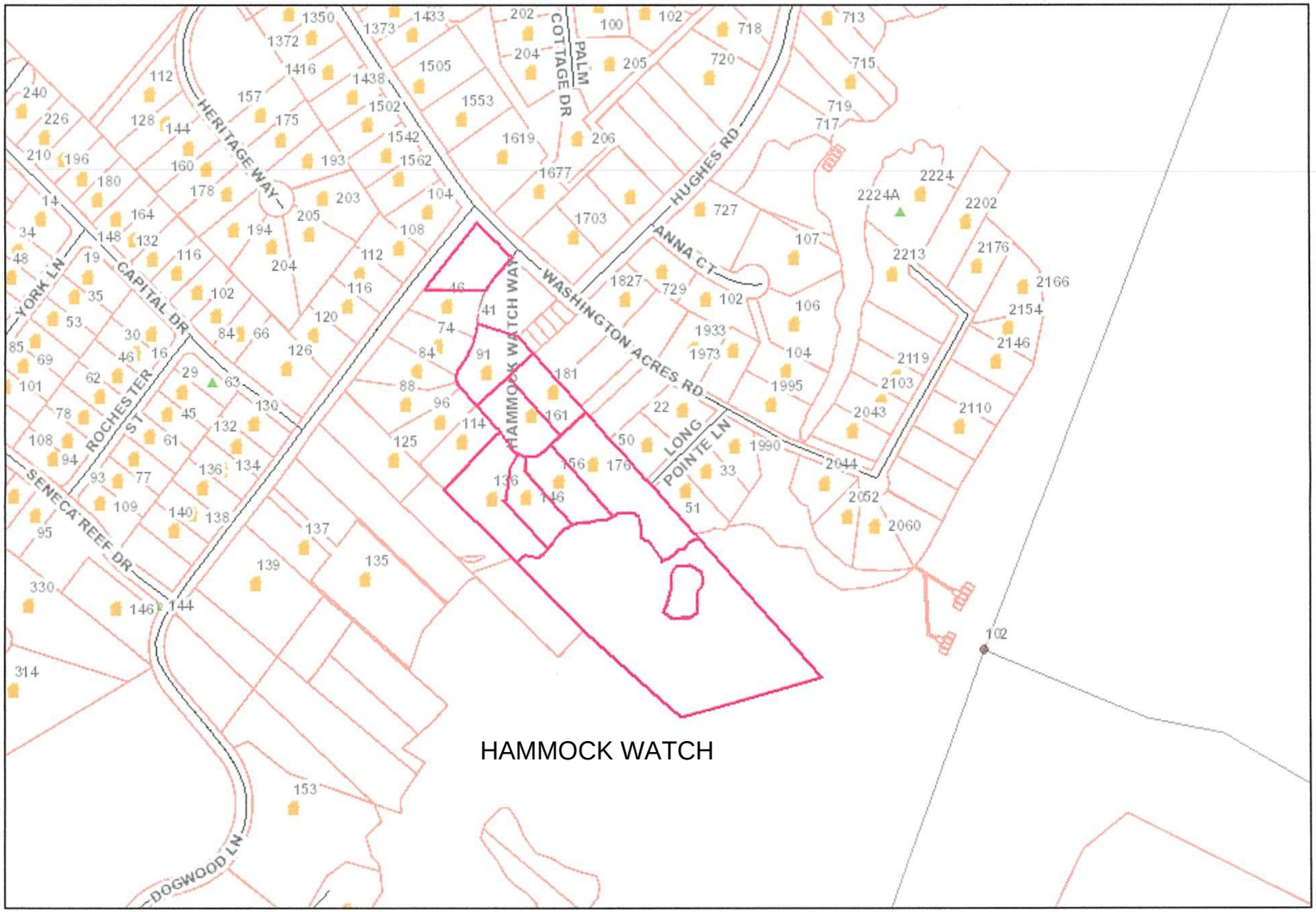

June 7, 2024

1:5,664

0 0.0475 0.095 0.19 mi

0 0.075 0.15 0.3 km

# Pender County



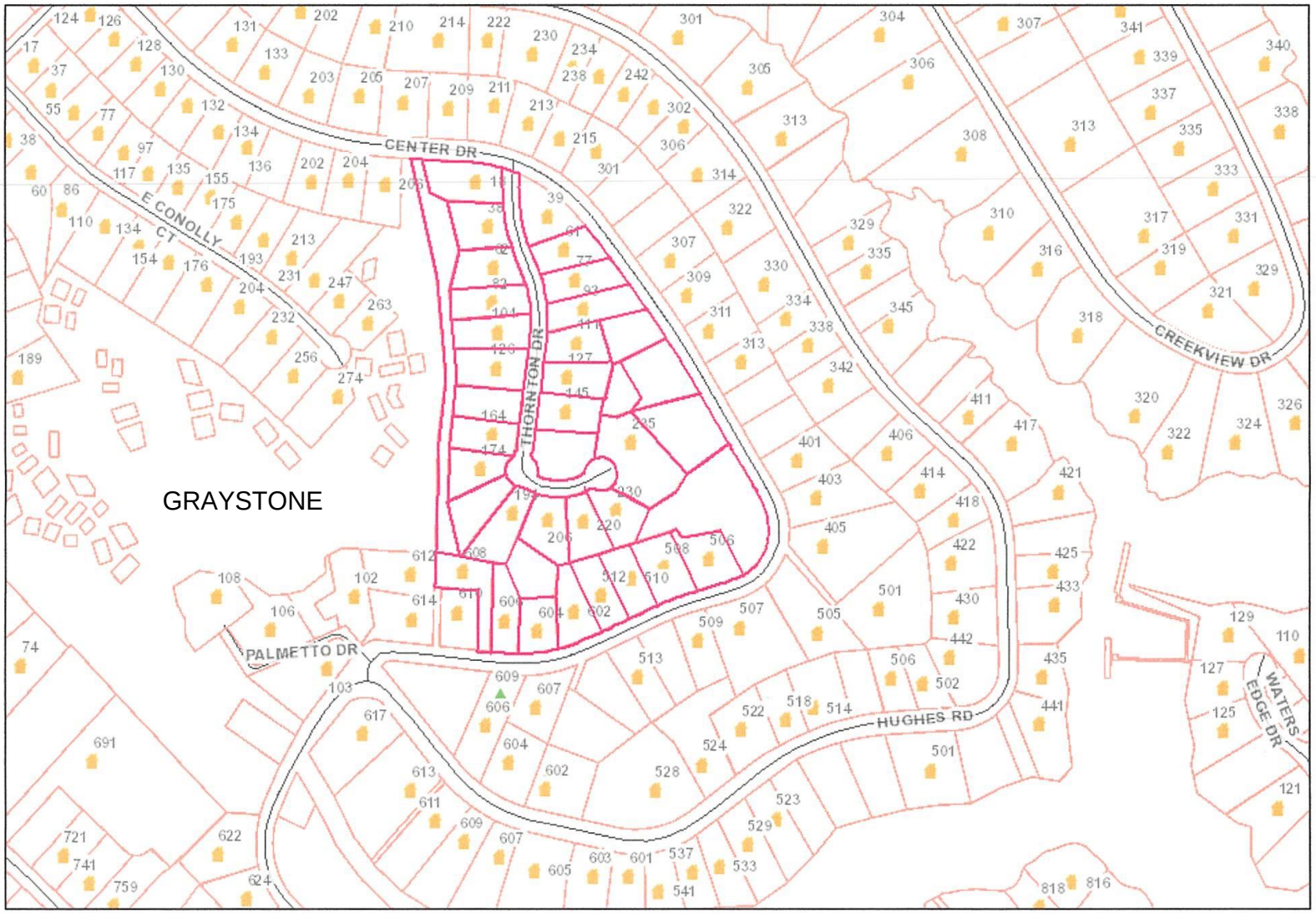

June 7, 2024

1:4,618

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

# Pender County




June 7, 2024

1:4,812

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

# SUP 2024-45

## Attachment 1 – SUP 2023-44 Board Order

**COUNTY OF PENDER**
**STATE OF NORTH CAROLINA**
**ORDER TO APPROVE A SPECIAL USE PERMIT**
**COMMUNITY BOATING FACILITY IN THE RP, RESIDENTIAL PERFORMANCE ZONING DISTRICT**

Case SUP-2023-44

The County Commissioners for Pender County (the "County Commissioners"), having held a public hearing on December 4th, 2023, to consider application SUP 2023-44 submitted by Long Point Estates HOA, Inc. (the "applicant"), for the expansion of a community boating facility, which includes the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The use is proposed within the RP, Residential Performance zoning district. The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000, and having heard all of the evidence and arguments presented at the hearing, the County Commissioners make the following FINDINGS OF FACT:

1. The County Commissioners FIND AS A FACT that all of the specific requirements set forth in Section 3.12.3.G of the Pender County Unified Development Ordinance WILL be satisfied if the property is developed in accordance with the plans and findings submitted to the County Commissioners.
2. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **first** general requirement listed in the Ordinance; namely the requirement that the use requested is listed among the special uses in the district for which application is made or is similar in character to those listed in that district. In support of this conclusion, the Commissioners make the following FINDING OF FACT:
    a. **The requested use is a community boating facility and is permitted with a Special Use Permit in the RP, Residential Performance zoning district as identified in the Pender County Unified Development Ordinance.**
3. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **second** general requirement listed in the Ordinance; namely that the requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
    a. **The requested use will not adversely affect the surrounding and adjoining districts and properties in the vicinity. Additionally, the proposed project has received a Major CAMA permit from NCDEQ-DCM, which includes 26 conditions.**
4. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **third** general requirement listed in the Ordinance; namely that the proposed use shall not constitute a nuisance or hazard. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:

a. **The proposed use will not create a nuisance or a hazard and there will be little noticeable change to the current use of the property, only the expansion of the pier and docking facility.**

5. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **fourth** general requirement listed in the Ordinance; namely that the requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use is consistent with Policy 5.1.X and 5.1.HH of the Pender 2.0 Comprehensive Land Use Plan and is identified as an appropriate use in the Coastal Residential Future Land Use Classification.**
6. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **fifth** general requirement listed in the Ordinance; namely that adequate utilities, access roads, drainage, sanitation, or other necessary facilities have been or are being provided; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use is located on an improved public road with sufficient access to the site. There is also sufficient infrastructure currently in place to accommodate the proposed low intensity use and expansion of the existing residential boating facility.**
7. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **sixth** general requirement listed in the Ordinance; namely that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed facility is limited to residents at Long Point Estates; no increase in traffic impacts are anticipated.**
8. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **seventh** general requirement listed in the Ordinance; namely that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The Residential Performance zoning district is intended to allow a variety of residential uses and densities and neighborhood-scale institutional uses. The proposed use will meet the supplemental requirements listed in Pender County Unified Development Ordinance Section 5.3.12.D.**
9. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **eighth** general requirement listed in the Ordinance; namely that the proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use will have no adverse impact on surrounding uses. It will complement surrounding uses and enhance the Long Point Estates residential community.**

10. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the eight general requirements listed in the Ordinance for Special Use Permits. Therefore, because the County Commissioners conclude that **all** of the standard's precedent to the issuance of a special use permit HAVE been satisfied, IT IS ORDERED that the application for the issuance of a special use permit be APPROVED.

Ordered this 4th day of December 2023.

Brad George, Chairman

Date 12/15/23

Attest:

Clerk to the Board

Date 12/15/23

# SUP 2024-45

# Attachment 2 – Memorandum of Understanding

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on June 7, 2024 by and between Long Point Estates HOA, Inc., Hammock Watch HOA, Inc. and Graystone HOA, Inc., (hereinafter "the Parties").

The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

| LONG POINT ESTATES HOA, INC. | HAMMOCK WATCH HOA, INC. | GRAYSTONE HOA, INC. |
|---|---|---|
| Terry Williams | | |
| Name: | Name: | Name: |
| Title: Secretary | Title: | Title: |
| 06/07/24 | | |

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on June 7, 2024 by and between Long Point Estates HOA, Inc., Hammock Watch HOA, Inc. and Graystone HOA, Inc., (hereinafter "the Parties").

The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

| LONG POINT ESTATES HOA, INC. | HAMMOCK WATCH HOA, INC. | GRAYSTONE HOA, INC. |
|---|---|---|
| _____ | Maria Burkhart | _____ |
| Name: | Name: Maria Burkhart | Name: |
| Title: | Title: Vice President, Hammock Watch HOA | Title: |

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on June 7, 2024 by and between Long Point Estates HOA, Inc., Hammock Watch HOA, Inc. and Graystone HOA, Inc., (hereinafter "the Parties").

The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

| LONG POINT ESTATES HOA, INC. | HAMMOCK WATCH HOA, INC. | GRAYSTONE HOA, INC. |
|---|---|---|
| _____ | _____ | Ben A. Molthen |
| Name: | Name: | Name: Ben Molthen |
| Title: | Title: | Title: Board Member |

# SUP 2024-45

# Attachment 3 – Boat Ramp Rules and Permit

EXHIBIT
tabbies
A

# Long Point Estates HOA Boat Facility Rules
## Parking Pass Holders

## Parking and boat ramp use - BY PERMIT ONLY –

**PERMIT STICKER MUST BE PLACED ON THE LOWER LEFT REAR WINDOW**

No Commercial Operations
No Littering
No Loitering
This area is for parking and boat launch only
Be respectful of fellow boaters and neighbors
Refrain from profanity, loud music, and disruptive behavior
Observe a NO WAKE courtesy when leaving and approaching the boat ramp/dock
Do not park or trespass on any adjunct private property or boat slips/docks
Keep children and pets under direct supervision
Do not dive or jump from docks
Do not leave your boat unattended at the dock
Do not leave your vehicle unattended on the ramp
No boat trailer storage
When not in use THE GATE MUST REMAIN LOCKED
Park in designated areas only
Key replacement fee $50.00
Key and parking area is for personal use
ASOLUTELY no pass or key sharing
Parking stickers must be permanently affixed to the vehicle it is assigned
Payment and signed rules must be returned before issuance of pass and key
If privileges are revoked, there is no refund of yearly pass fee
Passes are yearly and must be renewed – current pass holders in good standing will have first option to renew before opening to new members
I understand that if I lose my key more than 3 times my privileges may be revoked.
I agree to help monitor the boat ramp area and should I observe suspicious or inappropriate activity I agree to contact the authorities or Premier Management Company at 910.679.3012.

None of the above rules are intended to supersede LPE HOA Bylaws or covenants. If contradictions exist, Bylaws and Covenants take precedent.

Print Name: _____

Signature: _____

Date: _____

## Boat Permit Information

Print First and Last Name: _____

Address:_____

Email address:_____

Mobile number:_____

Permit # (to be filled out once assigned):_____

Key # (to be filled out once assigned):_____

# SUP 2024-45

# Attachment 4 - SUP Approval and Revocation Procedures

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

**3.12.3 Procedures for Reviewing Applications**

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

**3.12.4 General Provisions Concerning Special Use Permits**

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".