

**CAMDEN COUNTY PLANNING BOARD**

Regular Meeting – July 15, 2020

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**Camden County Planning Board**

**Regular Meeting**

**July 15, 2020 7:00 PM**

**Historic Courtroom, Courthouse Complex**

**Camden, North Carolina**

**MINUTES**

*The regular meeting of the Camden County Planning Board was held on July 15, 2020 in the Historic Courtroom, Camden, North Carolina. The following members were present:*

**CALL TO ORDER & WELCOME**

Planning Board Members Present:

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

Staff Members Present

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

Others Present:

<b>Attendee Name</b>	<b>Title / Company</b>	<b>Meeting Section</b>
Mark Bissell	Bissell Professional Group, Agent for Applicant	New Business # B

**CONSIDERATION OF AGENDA**

**Motion to Approve Agenda as Presented**

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

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**CONSIDERATION OF MINUTES - JUNE 17, 2020**

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

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

**OLD BUSINESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

At this time Chairman Calvin Leary called for a motion.

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

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

**Motions Made:**

**Motion to Approve Development Agreement**

<b>RESULT:</b>	<b>PASSED [3 TO 2]</b>
<b>MOVER:</b>	Steven Bradshaw, Board Member
<b>SECONDER:</b>	Fletcher Harris, Board Member
<b>AYES:</b>	Leary, Harris, Bradshaw
<b>NAYS:</b>	Albertson, Lilley

**Motion to Approve Master Plan and Preliminary Plat**

<b>RESULT:</b>	<b>PASSED [3 TO 2]</b>
<b>MOVER:</b>	Steven Bradshaw, Board Member
<b>SECONDER:</b>	Fletcher Harris, Board Member
<b>AYES:</b>	Leary, Harris, Bradshaw
<b>NAYS:</b>	Albertson, Lilley

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**NEW BUSINESS - NONE**

**INFO FROM BOARD AND STAFF - NONE**

**CONSIDER DATE OF NEXT MEETING - AUGUST 19, 2020**

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**ADJOURN**

**Motion to Adjourn 7-15-20 Meeting**

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

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*Chairman Calvin Leary  
Camden County Planning Board*

*ATTEST:*

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*Amy Barnett, Clerk  
Camden County Planning Department*

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**ATTACHMENTS:**

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

See Next Page for beginning of attachments

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**Draft**

**Development Agreement**

**(as submitted to  
Planning Board)**

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

STATE OF NORTH CAROLINA  
COUNTY OF CAMDEN

**DEVELOPMENT AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

**1. Effective Date.**

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

## **2. Definitions.**

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

## **3. Background**

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

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

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

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

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

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

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

5.2. The development is summarized in the following table:

**DEVELOPMENT SUMMARY**

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

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

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

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

## **7. Public Facilities**

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

## **8. Obligations of South Mills Landing LLC**

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



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

**9. Obligations of the County**

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

## **10. Sewer System Development Fees**

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

- 10.7. If South Mills Landing does not develop and obtain a building permit for at least the number of lots set out in Exhibit D in any County fiscal then South Mills Landing shall pay to the County the shortfall in Sewer System Development Fees within thirty (30) days after the end of the County fiscal year.
- 10.8. The initial per lot sewer capital fee shall be \$7,400. Sewer capital fee rates shall be subject to the sewer rate schedules adopted annually by the Board of Commissioners.
- 10.9. Notwithstanding the foregoing, planned lots for which Sewer System Development Fees are required to be paid pursuant to Exhibit D but for which building permits have not been issued prior to June 30 of the relevant county fiscal year shall be subject the Sewer System Development Fee plus an additional \$1000 per connection.
- 10.10. For the purposes of determining the amount of System Development Fee payments only, building permit issuance prior to June 30th of the relevant County fiscal year shall trigger the standard capital fee payments only if actual construction is begun within forty-five (45) days. Requesting building permits for lots not ready for home construction for the purpose of acquiring more favorable System Development Fee rates shall be considered a material breach of this Agreement.
- 10.11. In the event that lots are developed within the South Mills Landing and homes are constructed thereon and ready for occupancy per the Development Schedule but prior to the Sewer Availability Date, then the County agrees, at its sole cost and expense, to pump and haul excess sewage from the treatment plant in order to maintain compliance with state and federal permits and continue serving the waste water needs of County citizens including those in SML.
- 10.12. Until such time as public sewer is actually available, pump and haul arrangements shall be subject to all superseding state and federal laws and regulations. All required permits and approvals shall be the responsibility of the County to obtain and the County will diligently pursue the issuance of all required permits and approvals.

**11. Public Roads, Public Streets, and Private Streets to serve South Mills Landing.**

- 11.1. Connection to Existing Public Roads. SML will be responsible for securing appropriate permits from the North Carolina Department of Transportation (“NCDOT”) for connecting South Mills Landing to the existing public road system maintained by NCDOT. To that end, SML agrees to make all improvements to the public road system required by NCDOT. SML and the County agree to cooperate and assist each other in connection with the planning of connections to the public road system as well as improvements to the public road system; however, the County shall have no duty to fund the construction of improvements to the public road system required by NCDOT in connection with South Mills Landing.
- 11.2. Public Streets within South Mills Landing. SML anticipates that there will be a number of streets built to NCDOT standards for public residential streets. SML will be solely responsible for the design and construction of these streets. SML shall have a continuing obligation to repair and maintain these streets until the public streets are accepted by NCDOT for maintenance or SML transfers the obligations to repair and maintain the streets to one or more property owners associations (POA) established as part of South

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

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

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

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

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

**14. Phasing and Development Schedule.**

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

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

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

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

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

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

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

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

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

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**17. Default.**

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

**18. Recordation of Agreement.**

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

**19. Term.**

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

**20. Miscellaneous.**

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

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

The County: County of Camden  
P.O. Box 190  
117 North NC 343  
Camden, NC 27921  
Attn: County Manager

SML: South Mills Landing LLC  
PO Box 9636  
Chesapeake, VA 23321  
Attn: Reese Smith

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

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



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

DRAFT

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

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By:  
Stephanie Jackson  
Finance Officer  
Camden County, North Carolina

DRAFT

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

ATTEST:

COUNTY OF CAMDEN

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

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

STATE OF NORTH CAROLINA

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

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

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

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

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

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

Official Seal or Stamp

ATTEST:

SOUTH MILLS LANDING HOMES, INC.

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

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

STATE OF NORTH CAROLINA

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

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

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

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

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

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

Official Seal or Stamp

ATTEST:

SOUTH MILLS LANDING HOMES, INC.

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

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

STATE OF NORTH CAROLINA

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

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

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

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

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

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

Official Seal or Stamp

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# **Exhibit A**

## **Legal Description of Parcel Tracts**

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

3

NORTH CAROLINA EXCISE STAMPS  
Excise Tax

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 01-7989-00-43-1290

Verified by 81-03 MR County on the 21<sup>st</sup> day of March, 2002

600,000 6000.00 Pd. to MR Taxes Pd. MR

Mail after recording to: South Mills Landing, LLC, 4665 Haygood Road, Suite 406, Virginia Beach, Virginia 23455

This instrument was prepared by Charles M. Lollar, NC Bar # 7861

Brief description for the Index  
01-7989-00-43-1290

**NORTH CAROLINA GENERAL WARRANTY DEED**

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

GRANTOR	GRANTEE
MARGARET S. HARRIS, Widow	SOUTH MILLS LANDING, LLC, a North Carolina limited liability company 4665 Haygood Road, Suite 406 Virginia Beach, Virginia 23455

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

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

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

See "EXHIBIT A" attached hereto

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

NORTH CAROLINA EXCISE STAMPS  
ATTACHED AND CANCELLED \$1,200.00  
\$2.00 per 1,000 value

"EXHIBIT A"

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

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

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

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

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

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

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

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

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

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

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

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

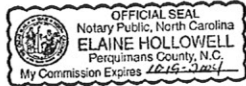
By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
President \_\_\_\_\_ (SEAL)

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

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

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

SEAL - STAMP NORTH CAROLINA, Perquimans COUNTY to-wit:



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

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

NORTH CAROLINA, CAMDEN COUNTY

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

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

Ryan C. Kell  
REGISTER OF DEEDS

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

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

NORTH CAROLINA EXCISE STAMPS  
ATTACHED AND CANCELLED \$650.00

\$2,000 per 1,000 value

BOOK 156 PAGE 116

Excise Tax

Recording Time, Book and Page

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

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

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

Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

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

GRANTOR

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

GRANTEE

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

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

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

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

See attached.

Exhibit A

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

Said parcel containing 60.1 acres, more or less.

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

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 114 at Page 236

A map showing the above described property is recorded in Plat Book 4 Side page 14B

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:

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: William S. Halstead (SEAL)
President Jean V. Halstead (SEAL)
ATTEST: Mary H. Hatfield, unmarried (SEAL)
Secretary (Corporate Seal)

USE BLACK INK ONLY



NORTH CAROLINA, Pasquotank County.
I, a Notary Public of the County and State aforesaid, certify that William S. Halstead and wife, Jean V. Halstead personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 day of August 2001
My commission expires: 3-8-2004



NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify that Mary H. Hatfield personally came before me this day and acknowledged that the foregoing instrument was signed by her. Witness my hand and official stamp or seal, this 30 day of August 2001
My commission expires: 27, 2005

The foregoing certificate(s) of Mary Pound, Notary Public of Craven Co., NC and Edith N. Smith, Notary Public of Bibb Co., GA

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.
Chas. C. Knight REGISTER OF DEEDS FOR Curdson COUNTY
By Deputy/Assistant - Register of Deeds

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

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

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 15.00

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

By: ADS - ~~\$72,000.00~~ - ~~\$72.00~~ ADS no delinquent tax blotter ADS

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

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

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

THIS DEED made this 23rd day of April, 2009, by and between

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

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

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

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

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

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

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

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

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

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

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

Seaboard Timber Co., Inc. a NC Corporation \_\_\_\_\_ (SEAL)  
(Entity Name)

By: Mark Gurganus \_\_\_\_\_ (SEAL)  
Title: President

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

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

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

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

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

My Commission Expires: 04/24/2012  
Monica Spivey  
Notary Public

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

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

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

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

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



NORTH CAROLINA

CAMDEN COUNTY

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

WITNESSETH:

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

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

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



stamps  
#4.00

See Deed of Easements  
Book 102, Pg. 990  
Book 112, Pg. 967  
See deed of easement  
BK 155 Pg 620

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# **Exhibit B**

## **Master Plan, Preliminary Plat, & Phasing Schedule**

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# MASTER PLAN FOR South Mills Landing A PLANNED DEVELOPMENT

SOUTH MILLS TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

### OBJECTIVE:

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



VICINITY MAP NOT TO SCALE

### GENERAL DEVELOPMENT NOTES:

- APPLICANT: SOUTH MILLS LANDING, LLC  
1000 SOUTH MILLS LANDING, LLC  
SOUTH MILLS LANDING, NC 27998
- OWNER: SOUTH MILLS LANDING, LLC  
1000 SOUTH MILLS LANDING, LLC  
SOUTH MILLS LANDING, NC 27998
- PROPERTY DATA:  
TRACT 1 (NORTH TRACT), 233.68 AC (PER PLATS)  
TRACT 2 (SOUTH TRACT), 48.75 AC  
TOTAL SUBDIVISION DEVELOPMENT AREA: 282.43 AC  
TOTAL UNDEVELOPED ENVIRONMENTALLY SENSITIVE AREA: 184.93 AC  
TOTAL SUBDIVISION DEVELOPMENT AREA: 282.43 AC  
TOTAL UNDEVELOPED ENVIRONMENTALLY SENSITIVE AREA: 184.93 AC  
TOTAL DEVELOPMENT AREA: 97.50 AC  
TOTAL UNDEVELOPED ENVIRONMENTALLY SENSITIVE AREA: 184.93 AC  
TOTAL DEVELOPMENT AREA: 97.50 AC  
TOTAL UNDEVELOPED ENVIRONMENTALLY SENSITIVE AREA: 184.93 AC  
TOTAL DEVELOPMENT AREA: 97.50 AC
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
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- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025
- PROPOSED CONSTRUCTION SCHEDULE:  
PHASE 1: 2021  
PHASE 2: 2022  
PHASE 3: 2023  
PHASE 4: 2024  
PHASE 5: 2025

### DEVELOPMENT NOTES:

- ALL UTILITIES ARE TO BE UNDERGROUND.
- SPOT FILL VERTICALLY BY THE SURVEY PROFESSIONAL GROUP BY THE OWNER WHICH WAS PROVIDED BY THE SURVEY PROFESSIONAL GROUP.
- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
SEE SHEET 21  
SEE SHEET 22  
SEE SHEET 23  
SEE SHEET 24  
SEE SHEET 25
- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
SEE SHEET 21  
SEE SHEET 22  
SEE SHEET 23  
SEE SHEET 24  
SEE SHEET 25
- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
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SEE SHEET 22  
SEE SHEET 23  
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SEE SHEET 25
- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
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- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
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- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
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- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
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SEE SHEET 23  
SEE SHEET 24  
SEE SHEET 25
- PROPOSED RIGHT-OF-WAY WIDTHS (FT):  
SEE SHEET 21  
SEE SHEET 22  
SEE SHEET 23  
SEE SHEET 24  
SEE SHEET 25

### DEVELOPER/OWNER:

MANAGER, SOUTH MILLS LANDING, LLC

### CAMDEN COUNTY BOARD OF COMMISSIONERS:

CHUBBIE

### Sheet Number

- COVER SHEET, DEVELOPMENT NOTES & SITE LOCATION
- EXISTING CONDITIONS & SITE FEATURES PLAN
- MASTER PLAN & STORMWATER MANAGEMENT (NORTH TRACT)
- MASTER PLAN & STORMWATER MANAGEMENT (SOUTH TRACT)
- LIFT STATIONS & GRAVITY SEWER PLAN (NORTH TRACT)
- LIFT STATION & GRAVITY SEWER PLAN (SOUTH TRACT)
- WATER MAIN EXTENSION & SERVICE PLAN (NORTH TRACT)
- WATER MAIN EXTENSION & SERVICE PLAN (SOUTH TRACT)
- PHASING PLAN (NORTH TRACT)
- PHASING PLAN (SOUTH TRACT)
- TYPICAL CONSTRUCTION DETAILS

### Sheet Title

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- PHASING PLAN (NORTH TRACT)
- PHASING PLAN (SOUTH TRACT)
- TYPICAL CONSTRUCTION DETAILS

TRACT	DEVELOPMENT STANDARDS & SETBACKS		Township Lot
	Commercial	Single-Family Lot	
1	100' SETBACK	100' SETBACK	1000000000
2	100' SETBACK	100' SETBACK	1000000000
3	100' SETBACK	100' SETBACK	1000000000
4	100' SETBACK	100' SETBACK	1000000000
5	100' SETBACK	100' SETBACK	1000000000
6	100' SETBACK	100' SETBACK	1000000000
7	100' SETBACK	100' SETBACK	1000000000
8	100' SETBACK	100' SETBACK	1000000000
9	100' SETBACK	100' SETBACK	1000000000
10	100' SETBACK	100' SETBACK	1000000000
11	100' SETBACK	100' SETBACK	1000000000

TRACT	DEVELOPMENT SUMMARY		TOTAL UNITS	OVERSPAREAGE
	UNITS	OVERSPAREAGE		
1	100	100	100	0.00%
2	100	100	100	0.00%
3	100	100	100	0.00%
4	100	100	100	0.00%
5	100	100	100	0.00%
6	100	100	100	0.00%
7	100	100	100	0.00%
8	100	100	100	0.00%
9	100	100	100	0.00%
10	100	100	100	0.00%
11	100	100	100	0.00%

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

TOWN OF SOUTH MILLS  
CAMDEN COUNTY  
NORTH CAROLINA

**SOUTH MILLS LANDING**

PLANNED DEVELOPMENT

**PROFESSIONAL GROUP**

Engineers, Planners, Surveyors  
and Environmental Scientists

**BRISSELL**

1000 SOUTH MILLS LANDING, LLC  
SOUTH MILLS LANDING, NC 27998

### SURVEY LEGEND

RIGHT-OF-WAY	---
PROPERTY BOUNDARY	---
EXISTING PROPERTY LINE	---
EXISTING EASEMENT	---
EXISTING RIGHT-OF-WAY	---
EXISTING ROAD	---
EXISTING CONDUIT	---
EXISTING UTILITY	---
EXISTING WATER MAIN	---
EXISTING FIRE HYDRANT	---
EXISTING WATER LINE (DATE 48 NOTED)	---
PROPOSED FIRE HYDRANT ASSEMBLY	---
PROPOSED SEWER MAIN	---
PROPOSED SANITARY SEWER	---
PROPOSED SANITARY SEWER MANHOLE	---
PROPOSED SANITARY SEWER EDGE OF PAVEMENT	---
PROPOSED STREET LIGHT	---
PROPOSED EDGE OF WATER	---

### LEGEND

EXISTING DITCH CENTERLINE	---
EXISTING DITCH TOP OF BANK	---
EXISTING TREE LINE	---
PROPOSED TRAIL HIGH POINT	---
PROPOSED TRAIL LOW POINT	---
PROPOSED 40' WETLANDS BOUNDARY	---
EXISTING 40' WETLANDS	---
EXISTING 1' CONTOUR	---
EXISTING 2' CONTOUR	---
EXISTING 5' CONTOUR	---
EXISTING 10' CONTOUR	---
EXISTING 15' CONTOUR	---
EXISTING 20' CONTOUR	---
EXISTING 25' CONTOUR	---
EXISTING 30' CONTOUR	---
EXISTING 35' CONTOUR	---
EXISTING 40' CONTOUR	---
EXISTING 45' CONTOUR	---
EXISTING 50' CONTOUR	---
EXISTING 55' CONTOUR	---
EXISTING 60' CONTOUR	---
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EXISTING 75' CONTOUR	---
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EXISTING 410' CONTOUR	---
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EXISTING 425' CONTOUR	---
EXISTING 430' CONTOUR	---
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### PHASING SCHEDULE

PHASE	AREA	DEVELOPMENT UNITS	RESIDENTIAL DEVELOPMENT		COMMERCIAL DEVELOPMENT	
			YEAR	UNITS	YEAR	UNITS
1	1.1-1.2	125	2021	125	2021	125
2	1.3-1.4	125	2022	125	2022	125
3	1.5-1.6	125	2023	125	2023	125
4	1.7-1.8	125	2024	125	2024	125
5	1.9-2.0	125	2025	125	2025	125
TOTAL		625		625		625















# **Exhibit C**

## **Sample of Housing Pictures**

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# **Exhibit D**

# **Development Schedule**

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**EXHIBIT D  
DEVELOPMENT SCHEDULE**

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

**Residential Development**

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

**Commercial Development**

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

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