



**CAMDEN COUNTY**  
NORTH CAROLINA • USA

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# **BOARD OF COMMISSIONERS**

**October 05, 2020  
7:00 PM**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

*Special accommodations for the disabled who attend public meetings can be made by contacting the Clerk to the Board 24 hours in advance at 252-338-6363, Ext. 100.*

**Please turn Cell Phone ringers off during the meeting.**

## **Agenda**

**Camden County Board of Commissioners  
BOC - Regular Meeting  
October 05, 2020  
7:00 PM  
Historic Courtroom, Courthouse Complex**

### **Welcome & Call to Order**

### **Invocation & Pledge of Allegiance**

Commissioner Ross Munro

#### **ITEM 1. Public Comments**

It is requested that comments be limited to (2-3) minutes. The length and number of comments may be limited upon the Chairman's discretion due to scheduling and other issues.

#### **ITEM 2. Conflict of Interest Disclosure Statement**

#### **ITEM 3. Consideration of Agenda (For discussion and possible action)**

### **Recess to South Camden Water & Sewer District Board of Directors**

### **Reconvene Board of Commissioners**

#### **ITEM 4. Public Hearings**

A. Camden Commerce Park Property Sale

#### **ITEM 5. New Business (For discussion and possible action)**

A. South Mills Landing

B. Tax Report

C. Resolution 2020-10-01 - Proposed Hands-Free Law

**ITEM 6. Board Appointments (For discussion and possible action)**

- A. Tourism Development Authority

**ITEM 7. Consent Agenda**

- A. BOC Meeting Minutes - September 8, 2020
- B. Budget Amendments
- C. DMV Monthly Report
- D. Tax Collection Report
- E. Vehicle Refunds Over \$100.00
- F. Refunds Over \$100.00
- G. Pickups, Releases & Refunds
- H. Surplus Property Request
- I. Order for the Collection of 2020 Taxes
- J. ABC Funds Report FY 2019-2020
- K. Proclamation - Domestic Violence Awareness Month
- L. Set Public Hearing - Rezoning Application

**ITEM 8. County Manager's Report**

**ITEM 9. Commissioners' Reports**

**ITEM 10. Information, Reports & Minutes From Other Agencies**

- A. Register of Deeds Report
- B. Library Report

**ITEM 11. Other Matters (For discussion and possible action)**

**ITEM 12. Closed Session - Personnel / Review Closed Session Minutes**

**ITEM 13. Adjourn**



# CAMDEN COUNTY

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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Public Hearings

**Item Number:** 4.A  
**Meeting Date:** October 05, 2020

**Submitted By:** Karen Davis, Clerk to the Board  
 Board of Commissioners  
 Prepared by: Karen Davis

**Item Title** **Camden Commerce Park Property Sale**

**Attachments:** Performance Agreement-ao27Jul20 FINAL  
 (DOCX)

### **Summary:**

The Board of Commissioners will hold a Public Hearing to receive input on the sale of property in Camden Commerce Park to Southeastern Equipment Corporation as described in the attached Performance Agreement.

### **Recommendation:**

Hold Public Hearing and add to the agenda for consideration.



## PERFORMANCE AGREEMENT

This Performance Agreement (the “Agreement”) is made and entered into as of August 4, 2020 by and between Camden County, North Carolina, acting by and through the Board of Commissioners and the Economic Development Commission (the “County”) and Southeastern Equipment (the “Company”).

**WHEREAS**, the Company has acquired certain real property in the Camden Commerce Park, Camden County, North Carolina, containing 16 +/- acres, more or less, (the “Site”), for the location of a heavy earthmoving equipment facility (the “Facility”) offering for sale, rental, and auction new and used equipment (the “Project”). The Company contemplates an investment in Camden County in land, buildings, and equipment of \$9 Million within Eighteen Months (18) months of the acquisition of the Site, and further contemplates creation of 5-8 new full-time jobs by that time, all with an average annual compensation, excluding benefits, of at least \$35,000.00, and proposes to maintain such investment and number of jobs for at least ten (10) years; and

**WHEREAS**, the County has determined that the proposed Project will benefit the residents of Camden County, North Carolina by stimulating local commerce and trade, increasing employment, and providing substantial direct tax revenues; and

**WHEREAS**, the parties hereto acknowledge that the participation by the County is for the benefit of the residents of the County and therefore the Company recognizes its obligation to employ residents of the County whenever possible; and

**WHEREAS**, the parties hereto wish to articulate and pledge their mutual commitments to one another.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
OBJECTIVES**

1.1 The parties hereby agree that, in consideration of the Company undertaking the Project with its employment opportunities, investment, tax revenues and utility revenues in the County, the County intends to provide the respective incentives set forth herein.

1.2 The Company hereby agrees that in consideration of the provision of said incentives, it intends to develop and maintain the Project in the County in accordance with the terms hereof and undertake reasonable efforts to employ residents of Camden County.

**ARTICLE II  
THE COMPANY'S COMMITMENTS**

2.1 In consideration of the performance by the County of their Commitments set out in Article III, the Company proposes that the Project will result in the following:

(i) An investment in land, buildings, and equipment of not less than \$9 Million within eighteen (18) months following the acquisition of the property and maintain such land, buildings, and equipment for a period of ten (10) years (the "Maintenance Period") commencing on the date of issuance of the Certificate of Occupancy for The Facility.

2.2 The Company proposes to comply in all material respects with all federal, state, and local regulations, sewer ordinance, and requirements related to the Project, including other documentation in connection with all incentive programs as described in this Performance Agreement.

2.3 While the Company is a minor emitter of materials into the air, water and soil; it will comply with all permitted applications to allow it to perform business in Camden County.

2.4 Company shall provide 60 foot easement for a possible future roadway along the eastern boundary of the property. County has installed Sewer lines along Eco Park Drive & along eastern boundary running from Lot 14 to Lot 19. The Company shall provide to the County a 20 foot maintenance easement along the property's eastern boundary centered on the sewer line. The 20-foot maintenance easement can be within the Sixty (60) Right of Way (ROW) easement.

2.5 The Company will need to purchase a water meter and connection from South Mills Water Association (SMWA), and a sewer connection from South Camden Water and Sewer District.

### ARTICLE III THE COUNTY'S COMMITMENTS

31 The County, acting by and through the Board of Commissioners and the Economic Development Commission, acknowledges that certain commitments are hereby made to the Company to induce it to develop the Project in Camden County, North Carolina.

32 The County, pursuant to statutory authority, proposes to provide the following assistance in support of the Project:

- (i) Design and construct the access road to the site (Lot 14), approximately 500 linear feet in length and up to 18 feet in width.

33 County staff will meet with the Company's design professional for review of the project's site plan and provide written comments within ten working days. Following staff review the site plan will require review / approval by the County Stormwater Engineer and the Camden County Planning Board. The County acknowledges that the acquisition of the Site for the Facility shall be subject to obtaining all zoning, subdivision and building approvals required to permit the Company's intended uses of the Site.

34 The County also acknowledges that the acquisition of the Site is subject to the Company's completion of its due diligence including but not limited to title, survey, environmental, and geotechnical.

35 The County will install internet access to a single point within the Commerce Park. The Company will be responsible for extending connection to their business.

36 The County will coordinate with Albemarle Electric Cooperative to extend electrical service to boundary of Lot 14. The Company will be responsible for the service connection.

37 The County will coordinate with The Company on State approvals of required storm water-wetland features to accommodate initial and future development. Any development shall require Stormwater Plans to be reviewed and approved in accordance with the Camden County Stormwater Drainage Manual.

- (i) The Company agrees to design their stormwater improvements to accept runoff for the 500-foot road extension.
- (ii) The County is not obligated to construct or provide funding for the actual required stormwater improvements.

#### **ARTICLE IV REMEDIES FOR FAILURE TO PERFORM**

4.1 The Company will provide reasonable verification of its compliance with the maintenance commitment and the investment commitment as set out in Article II, Section 2.1 (i) herein. Progress reports will be provided annually on April 1, starting at April 1, 2021, and covering the period through the end of the prior calendar year. With each such progress report, the Company shall report to County the amount invested and maintained by the Company in the prior calendar year. County pledges to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the North Carolina Freedom of Information Act and that such information will be used by County solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

4.2 **Repayment Obligation:** If the Company fails to meet or defaults on its investment obligation at any time during the Maintenance Period as set out in Article II, 2.1(i) of this Performance Agreement, then the County shall provide the Company with a written notice of default after which the Company will be given ninety (90) days following receipt of such notice

to cure such default. If the default has not been cured by the end of the ninety (90) day period, the Company shall repay to the County that portion of the value of the incentives as set forth in Section 3.2 (i) that is proportional to the shortfall.

**4.3 Determination of Inability to Comply:** If the County shall determine at any time prior to the expiration of the Maintenance Period that the Company is unable or unwilling to meet and Maintain its Investment, and if the County shall have promptly notified the Company of such determination, the Company must repay to the County that portion of the value of the incentives as set forth in Section 3.2 (i), that is proportional to the shortfall. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Target for the economic incentives. Such repayment shall be due from the Company to the County within ninety days of the written notice by County.

## ARTICLE V MISCELLANEOUS

5.1 The parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to act with due diligence and good faith to comply with the terms of this Performance Agreement, and to work together in a mutually supportive manner to accomplish the realization of the Project.

5.2 The terms of this Performance Agreement shall be subject to the approval of the County's Board of Commissioners, the Directors of the County's Economic Development Commission, and the Company.

5.3 All communications and notices regarding this Performance Agreement shall be delivered by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

CAMDEN COUNTY

County Manager  
P.O. Box 190  
330 East Highway 158  
Camden, NC 27921  
[kbowman@camdencountync.gov](mailto:kbowman@camdencountync.gov)

SOUTHEASTERN EQUIPMENT

Bryan Smith  
2506 S Military Hwy  
Chesapeake, VA 23320  
[bsmith@secva.net](mailto:bsmith@secva.net)

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by its Board of Directors, and the County has caused its name to be hereunto subscribed by the Chairman of the Board of Commissioners, the Chairman of the Economic Development Commission and the Clerk of the Board, as of the date hereinafter written.

CAMDEN COUNTY, NORTH CAROLINA  
ECONOMIC DEVELOPMENT COMMISSION

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Gregg Stewart, Chairman

ATTESTED BY:  
  
\_\_\_\_\_  
Secretary

CAMDEN COUNTY, NORTH CAROLINA  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Tom White, Chairman

ATTESTED BY:  
  
\_\_\_\_\_  
Clerk to the Board

Attachment: Performance Agreement-ao27Jul20 FINAL (2804 : Camden Commerce Park Property Sale)

CHESAPEAKE, VIRGINIA  
SOUTHEASTERN EQUIPMENT CORP

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Bryan Smith, President

ATTESTED BY:

Attachment: Performance Agreement-ao27Jul20 FINAL (2804 : Camden Commerce Park Property Sale)



# CAMDEN COUNTY

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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### New Business

**Item Number:** 5.A  
**Meeting Date:** October 05, 2020

**Submitted By:** Dan Porter, Planning Director  
 Planning & Zoning  
 Prepared by: Karen Davis

**Item Title** **South Mills Landing**

**Attachments:** South Mills Landing\_AgendaSummary100520  
 (DOCX)  
 8-26-20 Draft SML Development Agreement updated  
 per 8-25-20 meeting  
 (DOCX)  
 ExhibitD with fees Fiscal Year AND CAPACITIES  
 (XLSX)  
 SML Phasing Plan North (PDF)  
 SML Phasing Plan South (PDF)

Public Hearing was held at the September 8, 2020 Regular Meeting of the Board of Commissioners. The Board voted to table a decision until the October 5, 2020 Regular Meeting. See attached summary and supporting documentation.



**Camden County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** October 5, 2020

**Attachments:** Master Plan/Preliminary Plan/ Staff Findings/TRC inputs/Draft Development Agreement/Development Impact Statement

**Submitted By:** Planning Department

**Item Title:** Development Agreement and Master Plan/Preliminary Plat for South Mills Landing Planned Development Major Subdivision

**Summary:**

South Mills Landing LLC is requesting Master Plan/Preliminary Plan approval for South Mills Landing Planned Development. The documents listed above have been submitted with application.

The development consists of 580 single-family and multi-family dwellings, commercial and recreational areas with club house, pool, and walking paths. The subdivision is located within the South Mills Core Village area on the north and south sides of Main Street. The phasing schedule anticipation is for build out within 6 to 10 years.

South Mills Water Association and South Camden Water & Sewer District have approved water and sewer capacity, respectively for Phase 1 of 129 units. Water and sewer for additional Phases are in the Development Agreement. The Technical Review Committee inputs are varied and are included in package.

The existing Storm Water Model is complete and the post Storm Water Drainage Plan will require approval of the County storm water engineer.

Upon approval of the preliminary plat, construction plans will be completed and require approval of staff and state and local technical agencies prior to beginning construction.

A Public Hearing was held at the September 8, 2020 Regular Meeting of the Board of Commissioners. The Board voted 4-0 to table a decision until the October 5, 2020 Regular Meeting.

**RECOMMENDATION:**

1. Approve/deny/ or approve with modification the South Mills Landing Development Agreement – Ordinance No. 2020-09-01.
2. Approve/deny/ or approve with modifications UDO 2020-01-36 - South Mills Landing Master Plan and Preliminary Plat.

**ORDINANCE NO. 2020-09-01**  
**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 LLC, 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**

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

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

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

- 6.1. South Mills Landing proposes to dedicate the third tract (PIN #017988004738040000) consisting of approximately 48.75 acres per plat, also known as the undeveloped, environmentally sensitive area, for public use. SML shall retain the right to utilize this tract for stormwater management purposes in connection with the planned community

- 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 conveyed in fee simple to Camden County for ownership and maintenance.
- 7.2. The Developer will also install a new water main (size to be determined based on modeling) 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, including 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 ~~specifies will be agreed to following modeling~~ 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 by Camden County in the following ways for Public Facilities:
- A. Streetscape improvements along Main Street through the main business corridor of South Mills such as 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 a town~~ at least one community meeting prior to approval of Phase 1 construction plans to determine the types, locations, and details of improvements preferred 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.

~~7.5~~ South Mills Water Association, Inc. (Association), is a private North Carolina Non-Profit Corporation. As such, County cannot compel performance, acceptance, agreement, or cooperation with this corporation which will be necessary to carry out the terms of Section 7 and the following Section 8. The County does, however, commit to furnish Association, if it will accept, at commercially reasonable rates, the water necessary to accomplish the terms of this Agreement and to use its good offices and best efforts with Association to accomplish terms of Section 7 and 8 herein. However, it the sole responsibility of Developer to negotiate and contract with Association, assuming all costs therein, to satisfy the terms of this Agreement. ~~Failure of Developer to successfully timely conclude such arrangement shall be a material breach of the Agreement for which County shall bear no responsibility.~~

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## 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 and Exhibit D of this agreement.
- 8.3. Install a water main under the Dismal Swamp Canal as described in Section 7.2, and 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 the System Fee payment from SMWA of per connection according to the Water Sales Agreement between Camden County and South Mills Water Association.



## 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- 25% per connection as a condition of recording the Final Plat for each phase.
  - C. Residual Payment- 50% 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 25% of the sewer system development fee per lot, the county will reserve 200 GPD sewer capacity per lot. 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.
- 10.6. If South Mills Landing develops and permits more lots than required in Exhibit D in any County fiscal year, then the number of developed and permitted lots in excess of the number required 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 year 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. Camden County will credit the amount



paid due to the shortfall toward System Development Fees and Connection Fees for future building permits requested by South Mills Landing; however the credit will not reduce the number of lots required to be developed according to Exhibit D in the following fiscal year. This obligation will terminate when South Mills Landing has paid cumulative fees (reservations, system development fees, and connection fees) in the amount of \$3.5 million.

- 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. 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.
- 10.10. 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.
- 10.11. 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 and cost 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, and SML has either provided an engineering certification that the roads meet NCDOT standards or established a reserve account with sufficient funds to cover any needed repairs.

## 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 according to the approved Master Plan 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 the extent reasonable 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. The County and SML agree that the development schedule may be influenced by changing market conditions and that once the initial obligation outlined in paragraph 10.7 has been satisfied by SML, a modified development schedule may be proposed that reflects then current market conditions. A County officer designated by the Chairman of the County Commissioners shall conduct a progress review ("Review") every twelve (12) months to determine whether SML remains in good faith compliance with this Development Agreement based upon the totality of the circumstances. -

**17. Default.**

- 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. This Agreement is not assignable by Developer to any other person or entity, without the express written permission of County, which permission shall not unreasonably be withheld.~~

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~~20.1-20.2.~~ **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.

~~20.2-20.3.~~ **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.

~~20.3-20.4.~~ **Recitals.** The recitals of this Development Agreement are material terms of this Development Agreement and shall be binding upon the parties.

~~20.4-20.5.~~ **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.

~~20.5-20.6.~~ **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.

20-6-20.7. Run with the Land. This Development Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined.

20-7-20.8. 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.

20-8-20.9. 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.

20-9-20.10. Applicable Law. This Development Agreement is governed by, and shall be construed in accordance with, the laws of the State of North Carolina.

20-10-20.11. 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.

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

\_\_\_\_\_  
By:  
Stephanie Jackson  
Finance Officer  
Camden County, North Carolina

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, LLC.

By: \_\_\_\_\_  
Managing Member

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 LLC., a North Carolina LLC, 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 LLC.

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 LLC., a North Carolina, LLC 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

**EXHIBIT D  
DEVELOPMENT SCHEDULE - Fiscal Years and Capacities**

	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
Construction Plan Approval	129	1	178	2	233	3&4			40	5			580
Final Plat Recorded	129	1	178	2	134	3	99	4	40	5			580
Houses Completed per year			11		216		180		130		43		580

**Fee Breakdown 25/25/50**

Cumulative Sewer Fees ( \$1,000)	\$	239	\$	1,755	\$	3,989	\$	5,360	\$	6,322	\$	6,322
Cumulative Water Fees to County	\$	323	\$	768	\$	1,350	\$	1,350	\$	1,450	\$	1,450

	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
<b>Water Capacity</b>													
50,000													
200													
360		50,000		46,040		(31,720)		(96,520)		(143,320)		(158,800)	
<b>Sewer Capacity</b>													
60000													
200													
360		60,000		56,040		(21,720)		(86,520)		(133,320)		(148,800)	

Attachment: ExhibitD with fees Fiscal Year AND CAPACITIES (2805 : South Mills Landing)

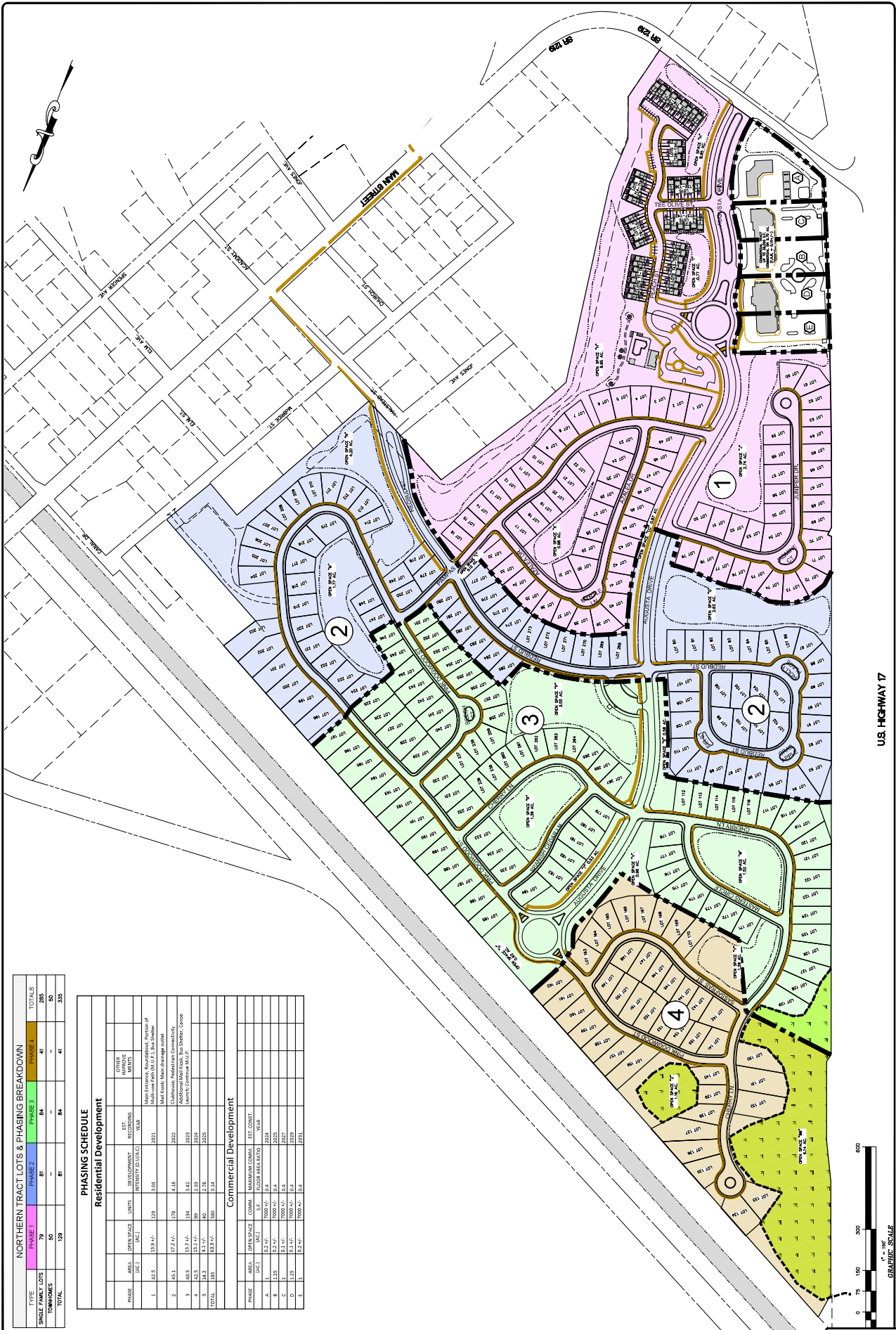
**PRELIMINARY CONSTRUCTION**  
 DO NOT USE FOR CONSTRUCTION

REVISIONS	DATE	DESCRIPTION
1	01/11/2023	ISSUE FOR PERMITTING
2	01/11/2023	REVISED PER PERMITTING COMMENTS
3	01/11/2023	REVISED PER PERMITTING COMMENTS
4	01/11/2023	REVISED PER PERMITTING COMMENTS
5	01/11/2023	REVISED PER PERMITTING COMMENTS
6	01/11/2023	REVISED PER PERMITTING COMMENTS
7	01/11/2023	REVISED PER PERMITTING COMMENTS
8	01/11/2023	REVISED PER PERMITTING COMMENTS
9	01/11/2023	REVISED PER PERMITTING COMMENTS
10	01/11/2023	REVISED PER PERMITTING COMMENTS

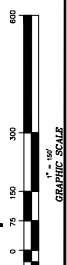
PLANNED DEVELOPMENT  
 TOWN OF SOUTH MILLS  
 CAMDEN COUNTY  
 NORTH CAROLINA

PHASING PLAN  
 SOUTH MILLS LANDING  
 (NORTH TRACT)

BRSSSEL  
 BRSSSEL ENGINEERING AND ARCHITECTURE  
 2025 Commerce Center Drive  
 Raleigh, NC 27603  
 (919) 286-1100



U.S. HIGHWAY 17



NORTHERN TRACT LOTS & PHASING BREAKDOWN					
TYPE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTALS
SINGLE FAMILY LOTS	79	81	84	41	285
TOWNHOMES	50	-	-	-	50
TOTAL	129	81	84	41	335

PHASING SCHEDULE									
Residential Development									
PHASE	AREA (AC)	OPEN SPACE (AC)	UNITS	DEVELOPMENT INTENSITY (U/AC)	RECORDING YEAR	LOT RENTALS	OTHER COMMENTS	EST. COMM. START	EST. COMM. END
1	42.5	13.947	129	3.04	2023	-	Multi-unit PUD (M.U.P.) - 100 Units	2023	2023
2	45.1	12.247	178	4.18	2023	-	Multi-unit PUD (M.U.P.) - 100 Units	2023	2023
3	40.5	13.947	138	3.42	2023	-	Multi-unit PUD (M.U.P.) - 100 Units	2023	2023
4	42.5	13.947	129	3.04	2023	-	Multi-unit PUD (M.U.P.) - 100 Units	2023	2023
5	14.3	4.177	69	2.78	2023	-	Multi-unit PUD (M.U.P.) - 100 Units	2023	2023
TOTAL	185	68.247	644	3.44					

Commercial Development									
PHASE	AREA (AC)	OPEN SPACE (AC)	COMMA	MAXIMUM COMMA	EST. COMM. START	EST. COMM. END	OTHER COMMENTS	EST. COMM. START	EST. COMM. END
A	1.25	0.247	10000+ SF	8000 SF	2024	2024	Commercial Development	2024	2024
B	1.25	0.247	10000+ SF	8000 SF	2024	2024	Commercial Development	2024	2024
C	1.25	0.247	10000+ SF	8000 SF	2024	2024	Commercial Development	2024	2024
D	1.25	0.247	10000+ SF	8000 SF	2024	2024	Commercial Development	2024	2024
E	1.25	0.247	10000+ SF	8000 SF	2024	2024	Commercial Development	2024	2024

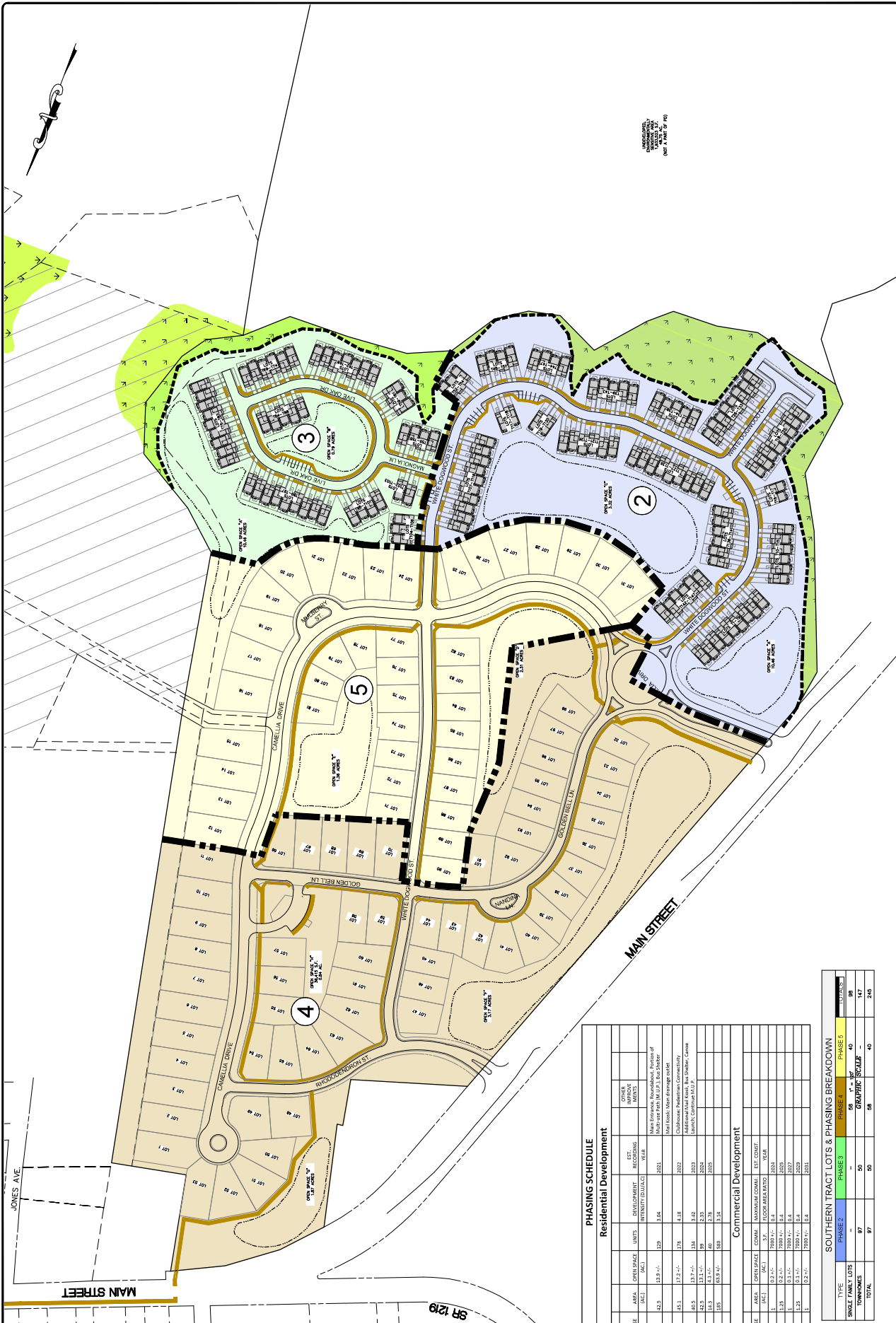
**BRISSELL**  
 Engineers, Planners, Architects  
 and Environmental Scientists  
 1000 South Main Street, Suite 200  
 Cary, NC 27513  
 Tel: (919) 251-1100  
 Fax: (919) 251-1100

PHASING PLAN  
 (SOUTH TRACT)  
 SOUTH MILLS LANDING  
 GARDNER COUNTY  
 NORTH CAROLINA

TOWN OF SOUTH MILLS  
 PLANNED DEVELOPMENT

NO.	DATE	DESCRIPTION
1	08-15-20	PRELIMINARY CONSTRUCTION
2	09-15-20	REVISED
3	10-15-20	REVISED
4	11-15-20	REVISED
5	12-15-20	REVISED
6	01-15-21	REVISED
7	02-15-21	REVISED
8	03-15-21	REVISED
9	04-15-21	REVISED
10	05-15-21	REVISED
11	06-15-21	REVISED
12	07-15-21	REVISED
13	08-15-21	REVISED
14	09-15-21	REVISED
15	10-15-21	REVISED
16	11-15-21	REVISED
17	12-15-21	REVISED
18	01-15-22	REVISED
19	02-15-22	REVISED
20	03-15-22	REVISED
21	04-15-22	REVISED
22	05-15-22	REVISED
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103	02-15-29	REVISED
104	03-15-29	REVISED
105	04-15-29	REVISED
106	05-15-29	REVISED
107	06-15-29	REVISED
108	07-15-29	REVISED
109	08-15-29	REVISED
110	09-15-29	REVISED
111	10-15-29	REVISED
112	11-15-29	REVISED
113	12-15-29	REVISED
114	01-15-30	REVISED
115	02-15-30	REVISED
116	03-15-30	REVISED
117	04-15-30	REVISED
118	05-15-30	REVISED
119	06-15-30	REVISED
120	07-15-30	REVISED
121	08-15-30	REVISED
122	09-15-30	REVISED
123	10-15-30	REVISED
124	11-15-30	REVISED
125	12-15-30	REVISED
126	01-15-31	REVISED
127	02-15-31	REVISED
128	03-15-31	REVISED
129	04-15-31	REVISED
130	05-15-31	REVISED
131	06-15-31	REVISED
132	07-15-31	REVISED
133	08-15-31	REVISED
134	09-15-31	REVISED
135	10-15-31	REVISED
136	11-15-31	REVISED
137	12-15-31	REVISED
138	01-15-32	REVISED
139	02-15-32	REVISED
140	03-15-32	REVISED
141	04-15-32	REVISED
142	05-15-32	REVISED
143	06-15-32	REVISED
144	07-15-32	REVISED
145	08-15-32	REVISED
146	09-15-32	REVISED
147	10-15-32	REVISED
148	11-15-32	REVISED
149	12-15-32	REVISED
150	01-15-33	REVISED
151	02-15-33	REVISED
152	03-15-33	REVISED
153	04-15-33	REVISED
154	05-15-33	REVISED
155	06-15-33	REVISED
156	07-15-33	REVISED
157	08-15-33	REVISED
158	09-15-33	REVISED
159	10-15-33	REVISED
160	11-15-33	REVISED
161	12-15-33	REVISED
162	01-15-34	REVISED
163	02-15-34	REVISED
164	03-15-34	REVISED
165	04-15-34	REVISED
166	05-15-34	REVISED
167	06-15-34	REVISED
168	07-15-34	REVISED
169	08-15-34	REVISED
170	09-15-34	REVISED
171	10-15-34	REVISED
172	11-15-34	REVISED
173	12-15-34	REVISED
174	01-15-35	REVISED
175	02-15-35	REVISED
176	03-15-35	REVISED
177	04-15-35	REVISED
178	05-15-35	REVISED
179	06-15-35	REVISED
180	07-15-35	REVISED
181	08-15-35	REVISED
182	09-15-35	REVISED
183	10-15-35	REVISED
184	11-15-35	REVISED
185	12-15-35	REVISED
186	01-15-36	REVISED
187	02-15-36	REVISED
188	03-15-36	REVISED
189	04-15-36	REVISED
190	05-15-36	REVISED
191	06-15-36	REVISED
192	07-15-36	REVISED
193	08-15-36	REVISED
194	09-15-36	REVISED
195	10-15-36	REVISED
196	11-15-36	REVISED
197	12-15-36	REVISED
198	01-15-37	REVISED
199	02-15-37	REVISED
200	03-15-37	REVISED
201	04-15-37	REVISED
202	05-15-37	REVISED
203	06-15-37	REVISED
204	07-15-37	REVISED
205	08-15-37	REVISED
206	09-15-37	REVISED
207	10-15-37	REVISED
208	11-15-37	REVISED
209	12-15-37	REVISED
210	01-15-38	REVISED
211	02-15-38	REVISED
212	03-15-38	REVISED
213	04-15-38	REVISED
214	05-15-38	REVISED
215	06-15-38	REVISED
216	07-15-38	REVISED
217	08-15-38	REVISED
218	09-15-38	REVISED
219	10-15-38	REVISED
220	11-15-38	REVISED
221	12-15-38	REVISED
222	01-15-39	REVISED
223	02-15-39	REVISED
224	03-15-39	REVISED
225	04-15-39	REVISED
226	05-15-39	REVISED
227	06-15-39	REVISED
228	07-15-39	REVISED
229	08-15-39	REVISED
230	09-15-39	REVISED
231	10-15-39	REVISED
232	11-15-39	REVISED
233	12-15-39	REVISED
234	01-15-40	REVISED
235	02-15-40	REVISED
236	03-15-40	REVISED
237	04-15-40	REVISED
238	05-15-40	REVISED
239	06-15-40	REVISED
240	07-15-40	REVISED
241	08-15-40	REVISED
242	09-15-40	REVISED
243	10-15-40	REVISED
244	11-15-40	REVISED
245	12-15-40	REVISED

PROJECT NO. 4530  
 SHEET 10 OF 11



**PHASING SCHEDULE**

PHASE	AREA (AC)	OFFICE SPACE (SQ FT)	UNITS	DEVELOPMENT COST (\$ MIL)	EST. RECORDING COST (\$ MIL)	EST. TOTAL COST (\$ MIL)	EST. COMM. START DATE	EST. COMM. COMPLETE DATE
1	42.5	137,000	128	3.84	0.21	4.05	2021	2021
2	83.1	177,000	178	4.18	0.25	4.43	2022	2022
3	48.5	137,000	134	3.42	0.21	3.63	2023	2023
4	51.3	143,000	146	2.78	0.17	2.95	2023	2023
5	195	638,000	334	3.34	0.20	3.54	2023	2023
<b>Commercial Development</b>								
PHASE	AREA (AC)	OFFICE SPACE (SQ FT)	COMM. SPACE (SQ FT)	DEVELOPMENT COST (\$ MIL)	EST. RECORDING COST (\$ MIL)	EST. TOTAL COST (\$ MIL)	EST. COMM. START DATE	EST. COMM. COMPLETE DATE
A	0.2	200,000	0	0.2	0.01	0.21	2024	2024
B	0.2	200,000	0	0.2	0.01	0.21	2024	2024
C	0.2	200,000	0	0.2	0.01	0.21	2024	2024
D	0.2	200,000	0	0.2	0.01	0.21	2024	2024
E	0.2	200,000	0	0.2	0.01	0.21	2024	2024

**SOUTHERN TRACT LOTS & PHASING BREAKDOWN**

TYPE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
SINGLE FAMILY LOTS	128	178	134	146	334	920
COMMERCIAL	0	0	0	0	0	0
TOTAL	128	178	134	146	334	920



# CAMDEN COUNTY

NORTH CAROLINA • USA

*Boundless Opportunities.*

## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### New Business

**Item Number:** 5.B  
**Meeting Date:** October 05, 2020  
**Submitted By:** Lisa Anderson, Tax Administrator  
 Taxes  
 Prepared by: Lisa Anderson

**Item Title** **Tax Report**

**Attachments:** July Tax Report (PDF)  
 August Tax Report (PDF)

**Summary:** July and August Reports

**Recommendation:** Review and approve.

MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE  
CAMDEN COUNTY BOARD OF COMMISSIONERS

OUTSTANDING TAX DELINQUENCIES BY YEAR

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2019	166,609.83	6,893.07
2018	55,092.46	2,360.45
2017	26,980.11	2,364.81
2016	12,411.52	1,546.93
2015	7,986.62	767.95
2014	11,028.92	1,093.75
2013	7,447.15	4,765.29
2012	5,778.79	7,485.57
2011	4,667.14	6,296.77
2010	4,149.58	4,642.02

Attachment: July Tax Report (2808 : Tax Report)

TOTAL REAL PROPERTY TAX UNCOLLECTED	302,152.12
TOTAL PERSONAL PROPERTY UNCOLLECTED	38,216.61
TEN YEAR PERCENTAGE COLLECTION RATE	99.54%
COLLECTION FOR 2020 vs. 2019	15,594.31 vs. 10,179.61

**LAST 3 YEARS PERCENTAGE COLLECTION RATE**

2019	97.75%
2018	99.24%
2017	99.59%

**THIRTY LARGEST UNPAID ACCOUNTS**

SEE ATTACHMENT "A"

**THIRTY OLDEST UNPAID ACCOUNTS**

SEE ATTACHMENT "B"

Attachment: July Tax Report (2808 : Tax Report)



**EFFORTS AT COLLECTION IN THE LAST 30 DAYS****ENDING July 2020****BY TAX ADMINISTRATOR**

109 NUMBER DELINQUENCY NOTICES SENT

6 FOLLOWUP REQUESTS FOR PAYMENT SENT

0 NUMBER OF WAGE GARNISHMENTS ISSUED

0 NUMBER OF BANK GARNISHMENTS ISSUED

3 NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR  
TO DELINQUENT TAXPAYER

0 NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)

0 PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF  
TAX ADMINISTRATOR

0 NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO  
COUNTY ATTORNEY

0 NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR  
COLLECTION (I.D. AND STATUS)

0 REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS

0 NUMBER OF JUDGMENTS FILED

Attachment: July Tax Report (2808 : Tax Report)

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	7,411.65	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	01-8929-00-34-2503.0000	7,166.08	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8934-01-17-4778.0000	5,094.04	3	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	02-8934-01-18-6001.0000	4,506.18	1	LINDA SUE LAMB HINTON	CAMDEN	150 158 US W
R	02-8935-02-66-7093.0000	4,354.16	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	03-8899-00-16-2671.2425	4,265.24	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8944-00-36-1417.0000	3,816.88	1	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8972-00-54-4332.0000	3,764.55	1	GILBERT WAYNE OVERTON &	SHILOH	1330 343 HWY S
R	02-8944-00-75-7172.0000	3,376.93	1	KIM SAWYER	CAMDEN	110 MILL DAM RD N
R	02-8934-01-18-8072.0000	3,234.74	1	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-01-08-8786.0000	2,940.10	1	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	02-8934-01-29-4617.0000	2,923.24	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8945-00-41-2060.0000	2,922.52	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	02-8943-01-17-4388.0000	2,909.12	1	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7081-00-52-7312.0000	2,805.98	1	WILLIAM K. COLONNA	SOUTH MILLS	431 158 US W
R	02-8923-00-19-3774.0040	2,720.76	1	NMJ PROPERTIES LLC	CAMDEN	MCKIMMEY RD
R	02-8944-00-99-1027.0000	2,716.91	2	JOHNNIE MERCER HEIRS	CAMDEN	112 HIGH RD
R	03-9809-00-23-8838.0000	2,631.32	1	WILLIAM DAVID BYRUM	SHILOH	257 A OLD SWAMP RD
R	01-7999-00-62-3898.0000	2,568.65	1	MICHAEL ASKEW	SHILOH	WICKHAM RD
R	03-8962-00-67-1021.0000	2,509.41	3	CECIL BARNARD HEIRS	SHILOH	
R	02-8943-01-06-9013.0000	2,459.32	1	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	03-9809-00-24-8236.0000	2,401.72	1	GENE W. IRBY	SHILOH	503 SAILBOAT RD
R	02-8934-03-31-9750.0000	2,345.25	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8962-00-05-0472.0000	2,335.19	1	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8934-01-29-4776.5853	2,234.11	1	C. RUSSELL HASTINGS JR.	CAMDEN	110 158 US W
R	01-7090-00-70-3221.0000	2,209.29	1	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	03-8943-02-75-4196.0000	2,142.76	2	SHERILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	03-8965-00-37-4242.0000	2,099.04	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-8907-00-08-4393.0000	2,047.13	2	CARLTON WOOLARD	SOUTH MILLS	1010 343 HWY N

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Delinquencies Top-30 Unpaid

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	7,411.65	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	10	3,839.99	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7080-00-62-1977.0000	10	2,034.38	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8952-00-95-8737.0000	10	2,032.30	AUDREY TILLET	SHILOH	171 NECK RD
R	03-8943-04-93-8214.0000	10	1,987.78	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0001	10	1,929.64	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-32-3510.0000	10	1,856.74	LEAH BARCO	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-00-12-8596.0000	10	1,787.55	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1568.0000	10	945.00	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7090-00-60-5052.0000	10	922.16	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	02-8936-00-24-7426.0000	10	777.91	BERNICE PUGH	SOUTH MILLS	113 BOURBON ST
R	03-2809-00-24-6322.0000	10	670.53	DAVID B. KIRBY	CAMDEN	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	636.33	MARIE MERCER	SHILOH	IVY NECK RD
R	03-8980-00-61-1968.0000	10	583.82	WILLIAMSBURG VACATION	CAMDEN	CAMDEN POINT RD
R	01-7090-00-95-5262.0000	10	313.93	JOHN F. SAWYER HEIRS	SHILOH	OLD SWAMP RD
R	03-8980-00-84-0931.0000	10	253.12	CARL TEUSCHER	SOUTH MILLS	218 BROAD CREEK RD
R	03-9809-00-45-1097.0000	10	252.86	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	201.43	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-9809-00-17-2462.0000	10	152.13	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8962-00-04-9097.0000	9	138.72	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	9	2,509.41	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
R	02-8935-01-07-0916.0000	9	1,088.57	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	03-8962-00-70-7529.0000	9	846.93	MARY SNOWDEN	CAMDEN	WICKHAM RD
R	01-7289-04-90-0938.0000	9	674.58	DORIS EASON	SHILOH	1352 343 HWY N
R	03-8962-00-60-7648.0000	9	623.75	FRANK WRIGHT ETAL	SOUTH MILLS	WICKHAM RD
R	03-8965-00-37-4242.0000	9	281.11	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7091-00-64-6569.0000	8	2,099.04	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	03-8962-00-55-5300.0000	8	1,385.62	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8899-00-36-1568.0000	8	1,427.31	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R			400.52			

Delinquencies Top-30 Oldest

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD
P	0000295	792.09	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001104	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001046	663.65	8	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	9	LESLIE ETHERIDGE JR	CAMDEN	158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0002924	497.77	2	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL
P	0001827	483.28	8	KAREN BUNDY	CAMDEN	431 158 US W
P	0002841	453.90	1	BARKER'S TRUCKING, INC	SHILOH	SASSAFRAS LN
P	0001661	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0000846	403.85	1	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0003399	302.87	1	JAIME ARMANDO ARIZAGA	SOUTH MILLS	182 CULPEPPER RD
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000772	288.86	5	COSBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0002525	239.04	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0001952	238.91	8	SANDY BOTTON MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001976	205.03	2	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0001408	193.32	2	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0001693	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY
P	0001899	148.83	1	DONALD SIMMONS PORTER JR	CAMDEN	163 SANDHILLS RD
P	0000945	145.18	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0003405	126.72	1	JOHN R BARKER	SHILOH	108 SASSAFRAS LN

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Delinquencies Top-30 Unpaid

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001709	10	1,934.38	JOHN MATTHEW CARTE	CAMDEN	150 HWY
P	0001046	10	663.65	THIEN VAN NGUYEN	SHILOH	EDGEWATER DR
P	0001538	10	653.15	JEFFREY EDWIN DAVIS	CAMDEN	158 US W
P	0000738	10	618.22	LESLIE ETHERIDGE JR	CAMDEN	158 US W
P	0001072	10	569.40	PAM BUNDY	SHILOH	AARON DR
P	0001827	10	483.28	KAREN BUNDY	CAMDEN	158 US W
P	0001106	10	242.94	JAMI ELIZABETH VANHORN	SOUTH MILLS	MAIN ST
P	0001693	10	161.46	ALLIANCE NISSAN	CAMDEN	HWY W
P	0001639	9	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	SHARON CHURCH
P	0001681	8	414.72	STEVE WILLIAMS	CAMDEN	150 HWY W
P	0001230	8	411.11	JAMES NYE	SOUTH MILLS	ROBIN CT W
P	0001694	8	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	158 HWY W
P	0001952	8	238.91	SANDY BOTOM MATERIALS, INC	SOUTH MILLS	PONDEROSA RD
P	0000772	7	288.86	COSBY BAKER	SOUTH MILLS	BINGHAM RD
P	0000295	4	792.09	HENDERSON AUDIOMETRICS, INC.	CAMDEN	158 HWY E
P	0000846	4	403.85	TOAN TRINH	SHILOH	SAILBOAT RD
P	0000385	4	121.17	MARK SANDERS OVERMAN	SHAWBORO	GARRINGTON ISLAND
P	0002921	4	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	DOCK LANDING LOOP
P	0000770	4	108.00	MARSHA GAIL BOGUES	CAMDEN	BELCROSS RD
P	0001104	3	673.59	MICHAEL & MICHELLE STONE	CAMDEN	RIDGE ROAD
P	0000297	3	517.95	ADAM D. & TRACY J.W. JONES	CAMDEN	WALSTON LN
P	0001976	3	205.03	ANA ALICIA MARTINEZ LOPEZ	SHILOH	AARON DR
P	0002442	3	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	CHRISTOPHERS WAY
P	0001408	3	193.32	SHELLY MARIE AMMON	SOUTH MILLS	MAIN STREET
P	0000945	3	145.18	RAMONA F. TAZEWELL	CAMDEN	SLEEPY HOLLOW RD
P	0001150	3	136.45	WILLIAM MICHAEL STONE	CAMDEN	MILL DAM RD S
P	0001689	3	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	ROBIN DR
P	0002468	2	106.72	WANDA HERNANDEZ WELLS	SHILOH	HIGH RD
P	0002924	2	497.77	PAUL BEAUMONT	SHAWBORO	DEERFIELD TRL
P	0002194	2	285.59	AARON MICHAEL WHITE	SHILOH	SANDY HOOK RD S

09/23/20 11:12:55

Delinquencies Top-30 Oldest

MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE  
CAMDEN COUNTY BOARD OF COMMISSIONERS

OUTSTANDING TAX DELINQUENCIES BY YEAR

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2019	144,392.93	6,619.98
2018	47,658.66	2,358.20
2017	22,491.73	2,364.81
2016	11,858.93	1,546.93
2015	7,434.03	767.95
2014	10,595.86	1,093.75
2013	6,975.31	4,759.98
2012	5,778.79	7,485.57
2011	4,667.14	6,288.19
2010	4,149.58	4,530.18

Attachment: August Tax Report (2808 : Tax Report)

TOTAL REAL PROPERTY TAX UNCOLLECTED	266,002.96
TOTAL PERSONAL PROPERTY UNCOLLECTED	37,815.54
TEN YEAR PERCENTAGE COLLECTION RATE	99.59%
COLLECTION FOR 2020 vs. 2019	22,585.21 vs. 12,315.69

**LAST 3 YEARS PERCENTAGE COLLECTION RATE**

2019	98.04%
2018	99.34%
2017	99.65%

**THIRTY LARGEST UNPAID ACCOUNTS**

SEE ATTACHMENT "A"

**THIRTY OLDEST UNPAID ACCOUNTS**

SEE ATTACHMENT "B"

Attachment: August Tax Report (2808 : Tax Report)

**EFFORTS AT COLLECTION IN THE LAST 30 DAYS**ENDING August 2020**BY TAX ADMINISTRATOR**129 NUMBER DELINQUENCY NOTICES SENT4 FOLLOWUP REQUESTS FOR PAYMENT SENT0 NUMBER OF WAGE GARNISHMENTS ISSUED0 NUMBER OF BANK GARNISHMENTS ISSUED12 NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR  
TO DELINQUENT TAXPAYER0 NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)0 PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF  
TAX ADMINISTRATOR0 NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO  
COUNTY ATTORNEY0 NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR  
COLLECTION (I.D. AND STATUS)0 REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS0 NUMBER OF JUDGMENTS FILED



Attachment  
Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	7,411.65	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	01-8929-00-34-2503.0000	7,166.08	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8934-01-17-4778.0000	5,094.04	3	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	02-8934-01-18-6001.0000	4,506.18	1	LINDA SUH LAMB HINTON	CAMDEN	150 158 US W
R	02-8935-02-66-7093.0000	4,354.16	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	03-8899-00-16-2671.2425	4,265.24	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8944-00-36-1417.0000	3,816.88	1	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8972-00-54-4332.0000	3,764.55	1	GILBERT WAYNE OVERTON &	SHILOH	1330 343 HWY S
R	02-8944-00-75-7172.0000	3,376.93	1	KIM SAWYER	CAMDEN	110 MILL DAM RD N
R	02-8934-01-18-8072.0000	3,234.74	1	LINWOOD GREGORY	CAMDEN	146 158 US W
R	02-8935-01-08-8786.0000	2,940.10	1	ARNOLD AND THORNLEY, INC.	CAMDEN	253 SLEEPY HOLLOW RD
R	02-8934-01-29-4617.0000	2,823.24	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8945-00-41-2060.0000	2,922.52	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHHELL RD
R	02-8943-01-17-4388.0000	2,909.12	1	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7081-00-52-7312.0000	2,805.98	1	WILLIAM K. COLONNA	SOUTH MILLS	256 CULPEPPER RD
R	02-8923-00-19-3774.0040	2,720.76	1	NMJ PROPERTIES LLC	CAMDEN	431 158 US W
R	02-8944-00-99-1027.0000	2,716.91	1	JOHNNIE MERCER HEIRS	CAMDEN	MCKIMMEY RD
R	03-9809-00-23-8838.0000	2,631.32	2	WILLIAM DAVID BYRUM	SHILOH	112 HIGH RD
R	01-7999-00-63-3898.0000	2,568.65	1	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-67-1021.0000	2,509.41	3	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
R	02-8943-01-06-9013.0000	2,459.32	1	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-03-31-9750.0000	2,345.25	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8962-00-05-4772.0000	2,335.19	1	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8934-01-29-4776.5853	2,234.11	1	C. RUSSELL HASTINGS JR.	CAMDEN	110 158 US W
R	01-7090-00-70-3221.0000	2,209.29	1	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	03-8943-02-75-4196.0000	2,142.76	1	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	03-8965-00-37-4242.0000	2,099.04	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-8907-00-08-4393.0000	2,047.13	2	CARLTON WOOLARD	SOUTH MILLS	1010 343 HWY N
R	01-7080-00-62-1977.0000	2,034.38	10	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL

Delinquencies Top-30 Unpaid

09/25/20 09:34:51

Attachment: August Tax Report (2808 : Tax Report)

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	7,411.65	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	10	3,839.99	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7080-00-62-1977.0000	10	2,034.38	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8952-00-95-8737.0000	10	2,032.30	AUDREY TILLET	SHILOH	171 NECK RD
R	03-8943-04-93-8214.0000	10	1,987.78	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0001	10	1,929.64	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-32-3510.0000	10	1,856.74	LEAH BARCO	SOUTH MILLS	165 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,787.55	MOSES MITCHELL HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1568.0000	10	922.16	EMMA BRITE HEIRS	SOUTH MILLS	105 BLOODFIELD RD
R	01-7989-04-60-1954.0000	10	777.91	CHRISTINE RIDDICK	SOUTH MILLS	117 GRIFFIN RD
R	01-7090-00-60-5052.0000	10	670.53	JOE GRIFFIN HEIRS	SOUTH MILLS	113 BOURBON ST
R	02-8936-00-24-7426.0000	10	636.33	BERNICE PUGH	CAMDEN	499 SAILBOAT RD
R	03-9809-00-24-6322.0000	10	583.82	DAVID B. KIRBY	SHILOH	IVY NECK RD
R	02-8955-00-13-7846.0000	10	313.93	MARIE MERCER	CAMDEN	CAMDEN POINT RD
R	03-8980-00-61-1968.0000	10	253.12	WILLIAMSBURG VACATION	SHILOH	OLD SWAMP RD
R	01-7090-00-95-5262.0000	10	252.86	JOHN F. SAWYER HEIRS	SOUTH MILLS	218 BROAD CREEK RD
R	03-8980-00-84-0931.0000	10	201.43	CARL TEUSCHER	SHILOH	CENTERPOINT RD
R	03-9809-00-45-1097.0000	10	152.13	MICHAEL OBER	SHILOH	HIBISCUS
R	03-8899-00-37-0046.0000	10	138.72	ELIZABETH LONG	SHILOH	LITTLE CREEK RD
R	03-9809-00-17-2462.0000	10	2,509.41	TODD ALLEN RIGGS	SHILOH	NECK RD
R	03-8962-00-04-9097.0000	9	1,088.57	CECIL BARNARD HEIRS	SHILOH	LITTLE CREEK RD
R	03-8990-00-64-8379.0000	9	623.75	CHRISTOPHER FROST-JOHNSON	SHILOH	227 SLEEPY HOLLOW RD
R	02-8935-01-07-0916.0000	9	281.11	ROSETTA MERCER INGRAM	CAMDEN	1352 343 HWY N
R	01-7989-04-90-0938.0000	9	281.11	DORIS EASON	SOUTH MILLS	WICKHAM RD
R	03-8962-00-60-7648.0000	9	2,099.04	FRANK WRIGHT ETAL	SHILOH	352 SANDY HOOK RD
R	03-8965-00-37-4242.0000	8	1,385.62	DORA EVANS FORBES	SHILOH	STINGY LN
R	01-7091-00-64-6569.0000	8	1,427.31	CLARENCE D. TURNER JR.	SOUTH MILLS	457 NECK RD
R	03-8962-00-55-5300.0000	8	400.52	OCTAVIA COPELAND HEIRS	SHILOH	HIBISCUS RD
R	03-8899-00-36-1568.0000	8	286.40	PETER BUTSAVAGE	SHILOH	SAILBOAT RD
R	03-9809-00-66-0120.0000	8		RANDELL CRIDER	SHILOH	

09/25/20 09:34:53

Delinquencies Top-30 Oldest

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD
P	0000295	792.09	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001104	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001046	663.65	8	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	9	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001827	483.28	8	KAREN BUNDY	CAMDEN	431 158 US W
P	0002941	453.90	1	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001681	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0000846	403.85	1	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0003399	302.87	1	JAIME ARMANDO ARIZAGA	CAMDEN	150 158 HWY W
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	182 CULPEPPER RD
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0002525	239.04	1	JOSEPH VINCENT CARDY	SHILOH	260 ONE MILL RD
P	0001952	238.91	8	SANDY BOTTON MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001976	205.03	2	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0001408	193.32	2	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0001693	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001899	148.83	1	DONALD SIMMONS PORTER JR	CAMDEN	163 SANDHILLS RD
P	0000945	145.18	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0003405	126.72	1	JOHN R BARKER	SHILOH	108 SASSAFRAS LN
P	0001689	125.28	3	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0001639	123.29	6	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH

09/25/20 09:35:16

Delinquencies Top-30 Unpaid

1

Attachment  
Personal

5.B.b

Attachment: August Tax Report (2808 : Tax Report)

Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001709	10	1,934.38	JOHN MATTHEW CARTE	CAMDEN	158 HWY
P	0001046	10	663.65	THIEN VAN NGUYEN	SHILOH	EDGEWATER DR
P	0001538	10	653.15	JEFFREY EDWIN DAVIS	CAMDEN	158 US W
P	0000738	10	618.22	LESLIE ETHERIDGE JR	CAMDEN	158 US W
P	0001072	10	569.40	PAM BUNDY	SHILOH	AARON DR
P	0001827	10	483.28	KAREN BUNDY	CAMDEN	431 158 US W
P	0001106	10	242.94	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001693	10	161.46	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001639	9	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	SHARON CHURCH
P	0001681	8	414.72	STEVE WILLIAMS	CAMDEN	158 HWY W
P	0001230	8	411.11	JAMES NYE	SOUTH MILLS	150 158 HWY W
P	0001694	8	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	101 ROBIN CT W
P	0001952	8	238.91	SANDY BOTTM MATERIALS, INC	SOUTH MILLS	158 HWY W
P	0000295	4	792.09	HENDERSON AUDIOMETRICS, INC.	SOUTH MILLS	PONDEROSA RD
P	0000846	4	403.85	TOAN TRINH	CAMDEN	158 HWY E
P	0000385	4	121.17	MARK SANDERS OVERMAN	SHAWBORO	SAILBOAT RD
P	0002921	4	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	GARRINGTON ISLAND
P	0000770	4	108.00	MARSHA GAIL BOGUES	CAMDEN	DOCK LANDING LOOP
P	0001104	3	673.59	MICHAEL & MICHELLE STONE	CAMDEN	276 BELCROSS RD
P	0000297	3	517.95	ADAM D. & TRACY J.W. JONES	CAMDEN	107 RIDGE ROAD
P	0001976	3	205.03	ANA ALICIA MARTINEZ LOPEZ	SHILOH	133 WALSTON LN
P	0002442	3	200.37	GERALD WHITE STALLS JR	SHILOH	AARON DR
P	0001408	3	193.32	SHELLY MARIE AMMON	SOUTH MILLS	CHRISTOPHERS WAY
P	0000945	3	145.18	RAMONA F. TAZEWELL	SOUTH MILLS	MAIN STREET
P	0001150	3	136.45	WILLIAM MICHAEL STONE	CAMDEN	SLEEPY HOLLOW RD
P	0001689	3	125.28	MICHAEL WAYNE MYERS	CAMDEN	MILL DAM RD S
P	0002468	3	106.72	WANDA HERNANDEZ WELLS	SOUTH MILLS	107 ROBIN DR
P	0002194	2	285.59	AARON MICHAEL WHITE	SHILOH	104 HIGH RD
P	0002902	2	110.28	STEPHANIE AUSMAN	SHILOH	SANDY HOOK RD S
P	0001591	1	859.53	HERBERT LEE BYRUM	SHILOH	POND RD
					CAMDEN	BILLETTS BRIDGE RD

09/25/20 09:35:16

Delinquencies Top-30 Oldest



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**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**New Business**

**Item Number:** 5.C  
**Meeting Date:** October 05, 2020  
**Submitted By:** Ken Bowman,  
Administration  
Prepared by: Karen Davis

**Item Title** **Resolution 2020-10-01 - Proposed Hands-Free Law**

**Attachments:** Resolution 2020-10-01 (DOCX)

**Summary:**

Staff received the attached Resolution from the Lumberton City Council and were requested to present to the Board of Commissioners for consideration.



## Resolution 2020-10-01

### Resolution in Support of North Carolina's Proposed Hands-Free Law

WHEREAS, according to NCDOT 2018 statistics, there were 313,614 reported motor vehicle crashes on North Carolina's roads and highways that resulted in 1,436 persons killed and 125,365 persons injured; and

WHEREAS, distracted driving accounted for 19.1% of all crashes, 8.4% of all persons killed and 19.3% of all persons injured in reported minor vehicle crashes on North Carolina's highways; and

WHEREAS, this peril poses so great a threat to the health, life and safety of the citizens of Camden County as to necessitate state legislative action to combat this epidemic; and

WHEREAS, while there are many types of distracted driving behavior, including visual (taking eyes off of the road), manual (taking hands off of the wheel), and cognitive (the mind straying from the tasks of driving), the enactment of an enforceable law that addresses one of the most serious forms of distracted driving will encourage motorists to self-select better driving behaviors; and

WHEREAS, a law prohibiting the holding of a wireless communication device, or supporting it with a part of the body while driving has proven to reduce distracted driving crashes, injuries and deaths in other states;

BE IT RESOLVED, that the County of Camden, through its Board of Commissioners, supports revising North Carolina General Statutes to prohibit the use of a wireless communication device while holding such device in the driver's hands while operating a motor vehicle.

This, the 5<sup>th</sup> day of October, 2020.

ATTEST:

\_\_\_\_\_  
Tom White, Chairman  
Camden County Board of Commissioners

\_\_\_\_\_  
Karen M. Davis  
Clerk to the Board of Commissioners



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**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Board Appointments**

**Item Number:** 6.A

**Meeting Date:** October 05, 2020

**Submitted By:** Donna Stewart, Visitor Center Director  
Dismal Swamp Welcome Center  
Prepared by: Karen Davis

**Item Title** **Tourism Development Authority**

**Attachments:** Tourism Development Authority (PDF)

**Summary:**

It is the request of the Tourism Development Authority that Shaun Zywicki be appointed to fulfill Donald Doughman's term which is set to expire April 2022.

**Recommendation:**

Approval.





## Application for Citizen Service -Volunteer Form

If you are a citizen of Camden County and would like to serve on one of the County's boards or commissions, please complete this application and return it to the County Manager's Office, 330 East HWY 158, and mail to: P.O. Box 190, Camden, North Carolina 27921 or e-mail [info@camdencountync.gov](mailto:info@camdencountync.gov).

Name: Shaun Zywicki

Mailing Address: 850 Puddin Ridge Road, Moyock, NC 27958

Township you live in: The company I am representing, Constellis, is located in the South Mills Township. I am also a resident of the South Mills Township.

Telephone (home): 757-576-1247 (business): 252-435-1936

Email address: szywicki@constellis.com

Are you a registered voter? **Yes** No

Have you ever been convicted of a felony? Yes **No**

Please identify any talent, interest, skill, experience or educational preparation which might be helpful to a board or commission: As the Director of Training Delivery for Constellis at its Moyock facility, I am involved in every aspect of the activities on the property, including the lodges where our students and guests stay while visiting the facility. Additionally, I am a resident of Camden County, so I bring that perspective as well.

Boards or Commissions upon which you are interested in serving: The Tourism Development Authority

As a member of a Board or Commission, you will be expected to attend at least 75% of the meetings. Please note the by-laws of some Boards and Commissions limit the number of terms served. This application is a notification of your interest to serve on a Board or Commission to be considered by the Board of Commissioners when a vacancy occurs. Thank you for your interest in Camden County Government.

Signature: \_\_\_\_\_

Date: 20200918





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**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.A  
**Meeting Date:** October 05, 2020  
**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis  
**Item Title** **BOC Meeting Minutes - September 8, 2020**  
**Attachments:** bocminutes\_090820 (DOCX)

**Camden County Board of Commissioners  
September 8, 2020  
Closed Session – 6:00 PM  
Regular Meeting – 7:00 PM  
Historic Courtroom - Camden, North Carolina**

**MINUTES**

The regular meeting of the Camden County Board of Commissioners was held on September 8, 2020 in the Historic Courtroom, Camden, North Carolina.

**WELCOME & CALL TO ORDER**

The meeting was called to order by Chairman Tom White at 6:00 PM. Also Present: Vice Chairman Clayton Riggs, Commissioners Garry Meiggs and Randy Krainiak. Absent: Commissioner Ross Munro.

**CLOSED SESSION**

**Motion to go into Closed Session to discuss Economic Development.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Garry Meiggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

**Motion to come out of Closed Session.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Randy Krainiak
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

The Board of Commissioners recessed the meeting at 6:20 PM.

At 7:00 PM Chairman White reconvened the Regular Meeting of the Board of Commissioners. State Representative Ed Goodwin was in attendance and was recognized by Chairman White.

**INVOCATION & PLEDGE OF ALLEGIANCE**

Commissioner Randy Krainiak gave the invocation and led in the Pledge of Allegiance.

**ITEM 1. PUBLIC COMMENTS**

---

Penny Royal, on behalf of Sanders Crossing Subdivision, addressed the Board. It is the request of the Sanders Crossing Subdivision community that the County assist them in getting the roads in the subdivision up to a standard that will be accepted into the NCDOT State Maintained Secondary Road System.

**ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT**

---

Clerk to the Board Karen Davis read the Conflict of Interest Disclosure Statement.

### **ITEM 3. CONSIDERATION OF THE AGENDA**

---

The agenda was amended to add as Item 7.J. – Set Public Hearing for Sale of Property located within the Camden County Commerce Park.

**Motion to approve the agenda as amended.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

### **ITEM 4. PRESENTATIONS**

---

A. Camden Tourism Development Authority – Donna Stewart

Camden TDA Director Donna Stewart announced the 2<sup>nd</sup> Annual Camden TDA Photo Contest to take place October 1, 2020 – November 1, 2020. This year's contest is sponsored by Towne Bank.

B. Broadband Update – Eastern Shore Communications

Ronald van Geijn of Eastern Shore Communications included the following in his report:

- As of Friday, September 4, 2020 ESC had received all but one of the necessary permits from NCDOT to continue its work.
- Next Steps – ESC will begin to build fiber from the area of the convenience site in South Mills at 17 & 343 into Camden and then north to 158 and continuing along 343 across the railroad tracks – approximately 26 miles of fiber.
- The materials needed for this portion of the project have been ordered and most of it is now in port and what has been received is in ESC's warehouse.
- The work of drilling under the railroad tracks is set to begin in about two weeks.
- The remaining permit to be obtained is for work to be done along Route 17/ Future I-87. ESC is working with the local division of the Department of Transportation to complete the application process requirements.

Several Commissioners expressed concern that the underserved and unserved households have an opportunity to connect as well.

#### **South Camden Water & Sewer District Board of Directors**

Chairman White recessed the meeting of the Board of Commissioners and called to order the South Camden Water & Sewer District Board of Directors Meeting.

Public Comments – None

Consideration of the Agenda

**Motion to approve the agenda as presented.**

**RESULT:** PASSED [4-0]  
**MOVER:** Clayton Riggs  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro

New Business

A. Monthly Report – David Credle

**South Camden Water & Sewer Board**  
**Monthly Work Order Statistics Report**  
 Period: July 2020

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	82	82	100%	0
Sewer/Collection	4	4	100%	0

Locates:  
 Water Line: 69  
 Sewer Line: 6  
 Water & Sewer, same ticket: 2

Public Works Director Notes/Comments: Ten work orders have been checked for accuracy.  
 Water treated at the water treatment plant in July: 17,730,965 gallons  
 Daily average water usage for April: 571,965 gallons per day.  
 Current treatment capacity at the water treatment plant: 720,000 gallons per day.

SOUTH CAMDEN WATER & SEWER BOARD									
MONTHLY WATER STATISTICS REPORT									
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water/Distribution	Sewer/Collection	Water Locates	Sewer Locates	Water/Sewer Locate	Hydrant Flow Test
2019									
July	112	100%	0%	109	3	63	5	0	57
August	104	100%	0%	102	2	131	21	1	27
Sept	82	100%	0%	80	2	131	20	4	0
Oct	99	100%	0%	97	2	257	10	5	0
Nov	144	100%	0%	143	1	275	6	2	0
Dec	80	100%	0%	80	0	106	7	1	0
2020									
Jan	111	100%	0%	110	1	47	8	9	0
Feb	48	100%	0%	47	1	92	6	0	0
March	41	100%	0%	39	2	51	18	4	0
April	51	100%	0%	49	2	89	8	17	0
May	48	100%	0%	46	2	88	15	2	0 flow/15 (painted)
June	71	100%	0%	69	2	55	7	1	0 flow/21(painted)
July	86	100%	0%	82	4	69	6	2	0

**Motion to approve the monthly report as presented.**

**RESULT:** PASSED [4-0]  
**MOVER:** Garry Meiggs  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro

Consent Agenda

A. Bellwether Meter Reading Services

Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

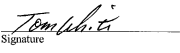

**THIRD ADDENDUM OF AGREEMENT BETWEEN SOUTH CAMDEN WATER AND SEWER DISTRICT AND BELLWETHER MANAGEMENT SOLUTIONS FOR METER READING SERVICES DATED JULY 22, 2003**

THIS ADDENDUM, made as of August 1<sup>st</sup>, 2020, by and between the South Camden Water and Sewer District, a corporation organized and validly existing under laws of the State of North Carolina and Bellwether Management Solutions (Bellwether), a limited liability company organized and validly existing under the laws of the North Carolina.

WHEREAS, the South Camden Water and Sewer District and Bellwether entered into an Agreement on July 22, 2003 for Bellwether to perform contract meter reading for the South Camden Water and Sewer District at set per meter and hourly fees, as stated in Paragraph 18 of the Agreement. Under this paragraph, the fees were to be fixed for the initial term of twenty-four (24) months, after which fees were to be negotiated on an annual basis.

WHEREAS, it is agreed between the South Camden Water and Sewer District and Bellwether that effective with the date of this Addendum the base meter reading fee for reading the South Camden Water and Sewer District's water meters shall be increased from its current level of \$1.03 per meter to \$1.15 per meter.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above.

SOUTH CAMDEN WATER & SEWER DISTRICT BOARD OF DIRECTORS COUNTY OF CAMDEN, NC	BELLWETHER MANAGEMENT SOLUTIONS
 Signature	 Terry A. Berg, Member/Manager
Tom White Print Name, Title	
Date: 8-8-20	Date: 8/25/2020

**B. Surplus Property**

Requested by:	David Credle / Public Works
Item:	2008 Chevy 2500 Pickup 4x4 with Service Bed; 245,222 miles
Reason for Surplus:	High mileage; replaced.
Suggested Value:	\$2,000

**Motion to approve the Consent Agenda as presented.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Garry Meiggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

**Motion to adjourn South Camden Water & Sewer Board of Directors.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

Chairman White reconvened the Board of Commissioners.

**ITEM 5. PUBLIC HEARINGS**

**A. South Mills Landing – Dan Porter**

**Motion to open the Public Hearing for South Mills Landing Development Agreement and Master Plan / Preliminary Plat.**

Camden County Board of Commissioners  
September 8, 2020

**RESULT:** PASSED [4-0]  
**MOVER:** Clayton Riggs  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro

Planning Director Dan Porter briefly described the project.

South Mills Landing LLC is requesting Master Plan/Preliminary Plan approval for South Mills Landing Planned Development. The development consists of 580 single-family and multi-family dwellings, commercial and recreational areas with club house, pool, and walking paths. The subdivision is located within the South Mills Core Village area on the north and south sides of Main Street. The phasing schedule anticipation is for build out within 6 to 10 years.

South Mills Water Association and South Camden Water & Sewer District have approved water and sewer capacity, respectively for Phase 1 of 129 units. Water and sewer for additional Phases are in the Development Agreement. The Technical Review Committee inputs are varied and are included in packet.

The existing Storm Water Model is complete and the post Storm Water Drainage Plan will require approval of the County storm water engineer.

Upon approval of the preliminary plat, construction plans will be completed and require approval of staff and state and local technical agencies prior to beginning construction.

The Planning Board voted to recommend approval on a 3-2 vote.

<p>UDO 2020-01-36  <b>FINDINGS</b>                  South Mills Landing                  Planned Development</p>			
<p><b>PROJECT INFORMATION</b></p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><b>File Reference:</b> UDO 2020-01-36  <b>Project Name:</b> South Mills Landing  <b>Pin:</b> 01-7989-00-43-1290,                      01-7988-01-49-2837</p> <p><b>Applicant:</b> South Mills Landing LLC                      Reese Smith, Sr.                      P.O. Box 9636                      Chesapeake, VA  <b>Phone:</b> (757) 499-4772  <b>Email:</b> reeser@reesesmithassociates.com</p> <p><b>Agent for Applicant:</b> Bissell Professional Group                      Mark Bissell</p> <p><b>Address:</b> 3512 N. Croatan Hwy                      Kitty Hawk, NC 27949  <b>Phone:</b> (252) 261-3266  <b>Email:</b> mark@bissellprofessionalgroup.com  <b>Current Owner of Record:</b> Same as applicant</p> <p><b>Meeting Dates:</b>                      Neighborhood Meeting: January 29, 2020                      Technical Review: February 11, 2020                      Planning Board: March 18, 2020</p> </td> <td style="vertical-align: top;"> <p><b>Application Received:</b> 1/30/2020  <b>By:</b> David Parks, Permit Officer  <b>Application Fee paid:</b> \$29,000 Check #1672  <b>Stormwater Review Fee:</b> \$6000 Check #1668  <b>Completeness of Application:</b> Application is generally complete  <b>Documents received upon filing of application or otherwise included:</b>                      A. Land Use Application                      B. Master Plan South Mills Landing PD                      C. Developmental Impact Statement                      D. Traffic Impact Analysis                      E. Proposed Development Agreement                      F. Technical Review Committee inputs.</p> </td> </tr> </table>		<p><b>File Reference:</b> UDO 2020-01-36  <b>Project Name:</b> South Mills Landing  <b>Pin:</b> 01-7989-00-43-1290,                      01-7988-01-49-2837</p> <p><b>Applicant:</b> South Mills Landing LLC                      Reese Smith, Sr.                      P.O. Box 9636                      Chesapeake, VA  <b>Phone:</b> (757) 499-4772  <b>Email:</b> reeser@reesesmithassociates.com</p> <p><b>Agent for Applicant:</b> Bissell Professional Group                      Mark Bissell</p> <p><b>Address:</b> 3512 N. Croatan Hwy                      Kitty Hawk, NC 27949  <b>Phone:</b> (252) 261-3266  <b>Email:</b> mark@bissellprofessionalgroup.com  <b>Current Owner of Record:</b> Same as applicant</p> <p><b>Meeting Dates:</b>                      Neighborhood Meeting: January 29, 2020                      Technical Review: February 11, 2020                      Planning Board: March 18, 2020</p>	<p><b>Application Received:</b> 1/30/2020  <b>By:</b> David Parks, Permit Officer  <b>Application Fee paid:</b> \$29,000 Check #1672  <b>Stormwater Review Fee:</b> \$6000 Check #1668  <b>Completeness of Application:</b> Application is generally complete  <b>Documents received upon filing of application or otherwise included:</b>                      A. Land Use Application                      B. Master Plan South Mills Landing PD                      C. Developmental Impact Statement                      D. Traffic Impact Analysis                      E. Proposed Development Agreement                      F. Technical Review Committee inputs.</p>
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<p><b>REQUESTS:</b> Master Plan/Preliminary Plan South Mills Landing Planned Development for 580 (single and multifamily) units with commercial and recreational areas.</p>			
<p><b>PROJECT LOCATION:</b></p> <p><b>Street Address:</b> Parcels located off Main Street and Horseshoe Road  <b>Location Description:</b> South Mills Township</p>			
<p><b>SITE DATA</b></p> <p><b>Lot size:</b> Approximately 185 acres.  <b>Flood Zone:</b> Zone AE-X (Majority in AE Flood Zone)  <b>Zoning District(s):</b> Base Zoning: Planned Unit Development (PUD)  <b>Adjacent property uses:</b> Residential/Agriculture/Woodland  <b>Streets:</b> Shall be dedicated to public under control of NCDOT.  <b>Street name:</b> See Master Plan (Street Names approved by Central Communications)  <b>Open Space:</b> Provided: Approximately 65 acres  <b>Landscaping:</b> Landscaping Plan provided  <b>Buffering:</b> Per Article 151.5.5.4, a 50' landscaped vegetative buffer required along all property lines that abut agricultural uses.  <b>Recreational Land:</b> 383 Single Family Lots X 1452sf = 12.76 acres</p>			
<p><b>ENVIRONMENTAL ASSESSMENT</b></p> <p><b>Streams, Creeks, Major Ditches:</b>  <b>Distance &amp; description of nearest outfall:</b> Outfall from North Tract is approximately 1800 feet. Outfall from South Tract is adjacent to property (wetlands).</p>			
<p><b>TECHNICAL REVIEW STAFF (SKETCH PLAN) COMMENTS</b></p> <ol style="list-style-type: none"> <li>1. South Mills Water Association. No written response.</li> <li>2. Albemarle Regional Health Department. N/A</li> <li>3. South Camden Water &amp; Sewer District. Approved. See attached.</li> <li>4. South Mills Fire Department. Disapproved. See attached</li> <li>5. Postmaster Elizabeth City. No response. Did not attend TRC meeting.</li> </ol>			

Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

6. **Army Corps of Engineer.** There was a proposed canoe launch located on the North Tract adjacent to the canal, however was removed based on attached email from Army Corps.

7. **Superintendent Camden County Schools.** Approved with comments. See attached.

8. **Superintendent/Transportation Director of Schools.** Approved with following comment.

9. **Sheriff's Office.** Disapproved. See attached.

10. **Camden Soil & Water Conservationist.** Reviewed with comments/conditions. See attached.

11. **NCDOI.** No response.

12. **Parks & Recreation.** No response.

13. **Mediacom.** No response.

14. **Albemarle EMC.** No response.

15. **Century Link.** No response.

16. **Pasquotunk EMS.** Street names approval.

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**PLANS CONSISTENCY**

**CAMA Land Use Plan Policies & Objectives:**  
 Consistent  Inconsistent

CAMA Plan future land use maps has land identified as a Planned Unit Development.

**2035 Comprehensive Plan**  
 Consistent  Inconsistent

Comprehensive Plan has North Tract designated as Village Mixed Use and South Tract as Village Residential (VR). Location of land is within the Core Village of South Mills.

**PLANS CONSISTENCY – cont.**

**Comprehensive Transportation Plan**  
 Consistent  Inconsistent

There will be two accesses with a third maintenance access for the North Tract. There will be two accesses off Main Street for the South Tract.

**FINDINGS REGARDING ADDITIONAL REQUIREMENTS:**

Yes  No

**Endangering the public health and safety?**  
 Based on TRC input from Sherriff and SM Fire, project could have impact on public safety based on manning and infrastructure concerns.

Yes  No

**Injure the value of adjoining or abutting property.**  
 Without any evidence to the contrary - staffs opinion is that application does not appear to injure the value of adjoining or abutting property.

Yes  No

**Harmony with the area in which it is located.**  
 2035 Comprehensive Plan Future Land Use Maps has land designated as Village Residential and Village Mixed Use. CAMA Future Land use Maps has land designated as Planned Unit Development (PUD).

**EXCEED PUBLIC FACILITIES:**

Yes  No

Yes  No

Yes  No

**Schools:** Proposed development will generate 301 students after build out (67 per SFD X 383 256.6) & (23 MFU X 197 units = 45.3). High School over-capacity. (See breakdown next page.)

**Fire and rescue:** Denied based on lack of supporting infrastructure.

**Law Enforcement:** Denied. Manning equipment.

**Student Generation Rates (Single Family Dwelling = .67 students) (Other = .23 students)**

**Single Family**

Grandy Primary (.29)	383 lots X .29 = 111
Grandy Intermediate (.18)	383 lots X .18 = 68.9
Camden Middle (.07)	383 lots X .07 = 26.8
Camden High School (.13)	383 lots X .13 = 49.7
<b>Total students:</b>	<b>256.4</b>

**Other (Townhomes)**

Grandy Primary (.08)	197 units X .08 = 15.7
Grandy Intermediate (.08)	197 units X .08 = 15.7
Camden Middle (.04)	197 units X .04 = 8
Camden High School (.03)	197 units X .03 = 6
<b>Total students:</b>	<b>45.4</b>

**Overall total students generated: 301.8 (over the life of the project.)**

**PLANNING STAFF RECOMMENDATION:**

- Portion of Union Camp Road within the development from Camelia Drive to eastern property line shall be paved to NCDOI standards.
- Extend Phasing Schedule out 5 years.
- Fee in lieu of acreage for public park can be utilized for providing landscaping along Main Street
- Need to interconnect (sidewalk, crosswalk) North and South Tracts
- Provide sidewalk along Main Street for South Tract with trees.
- Landscaping around ponds (prevents alligator weed and stagnant water)
- Terms and Conditions reflect providing up to 50,000 sf of commercial yet Master Plan shows 35,000 sf

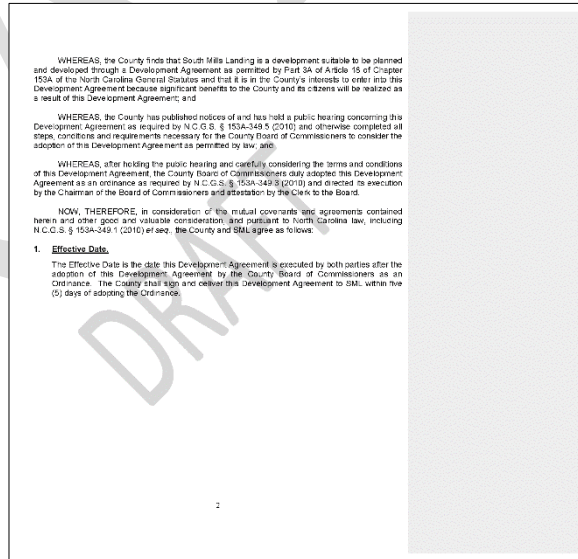
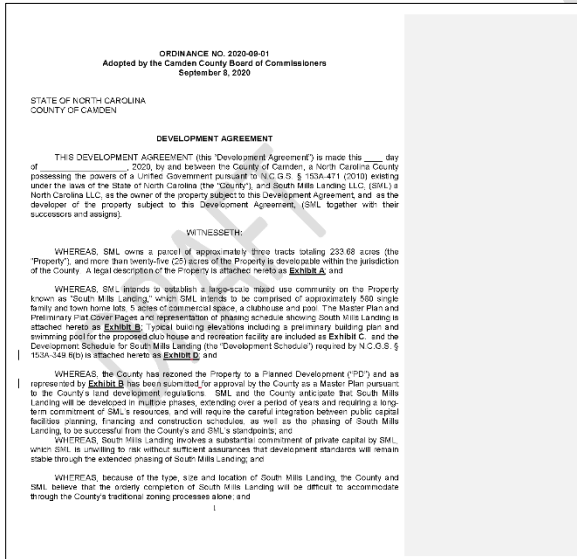
Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

Applicant Mark Bissell of Bissell Professional Group addressed the board and included the following in his presentation:

- Key Elements of the Plan
  - Objective and Master Plan of Development
  - Phasing Plan
  - Utilities & Drainage
  - Summary of Zoning Commitments

- Compatibility & Consistency
- Economic Impact
- TRC Review – Concerns Addressed
  - Added bus stop signs and shelters to plan
  - Phasing/Spreading out development to address school capacity
  - Systems will be flood-proofed; fees will more than pay for expansion to address sewer capacity and design
  - Horseshoe Road to be improved/reworked; drainage to be improved
  - Looping water system to address fire protection
  - Development will provide additional funds to address Sheriff’s Office funding
  - Street names to be updated and approved
- Neighborhood Meeting – Concerns Addressed
  - Modeling; storage and controlled release; downstream improvements to address stormwater issues
  - Connecting to County system; providing funds for expansion to address wastewater concerns
  - New line under canal; looping for flow & pressure; impact fees will address water concerns
  - Creating positive impact on the County Budget to address school concerns
  - Commercial Development will not take place until sufficient population is in place
  - Price range of homes – Expect \$240,000+
  - TIA completed; road improvements will be made accordingly to address traffic concerns
- Terms & Conditions

Mr. Porter reviewed portions of the Development Agreement and the Development Schedule Fiscal Years and Capacities.



Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)



**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. Certain terms 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 Landring" means the Property, as it is intended to be developed, substantially in accordance with Exhibit B, but 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 ordinance.

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 environmental.

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 Landring LLC is the owner of 3 tracts of land as follows: The North Tract consisting of 124.82 acres, located off of Horsehoe Road, the South Tract consisting of 68.1 acres, located off of Maple Street and an undeveloped land 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 LDC. A Concept Plan for a Planned Development of 561 units was reviewed and approved administratively in 2010 and a Master Plan was submitted in January, 2015 for a 560 unit project. SML and representatives is in substantiated compliance with the approved Concept Plan. A Preliminary Plat for the 560 units, approximately 5 street, and numerous 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 232.82 acres, as follows:

4.1. The North Tract located off of Horsehoe Road, PIN #01795004312000000 with acreage of 124.82 acres per plat, attached as Exhibit "A".

4.2. The South Tract located off Main Street, PIN #017650014803370000 consisting of 60.1 acres per plat, also attached as Exhibit "A".

4.3. The three undeveloped or environmentally tract located adjacent to the South Tract, PIN #0176500472640000 consisting of 18.75 acres per plat, also attached as Exhibit "A". (The third tract is not part of the PD zoned property, but is included in order to be offered as part of the 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 Essex Professional Group and dated 6-20-20, and the Preliminary Plat was prepared by Essex Professional Group and dated revised 6-10-20. Typical building elevations including a preliminary building plans and elevations for the proposed houses 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					
AREA	SZ.	LOT/SZ	UNITS	TOTAL	OPENSPACE
TRACT	(AC.)	LOTS	RANGE	UNITS	(AC.)
NORTH	124.82	285	6,000-15,073	51	326
SOUTH	68.10	81	6,000-11,733	157	445
TOTAL	288.81	366	6,000-15,073	107	589

5.3. The density/acre 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 where necessary, and architecturally consistent with the design concept. The elevations are similar to, but do not represent exactly, the actual homes that will be constructed with South Mills Landring. The Developer reserves the right to modify the final building plans to fit seller preferences and market conditions.

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

6.1. South Mills Landring proposes to dedicate the third tract (PIN #01795004312000000) consisting of approximately 45.75 acres per plat also shown as the undeveloped environmentally sensitive area, for public use.

6.2. South Mills Landring 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 Landring and will connect to the County wastewater disposal system. A gravity sewer main, force mains, lift stations and appurtenances will be designed, permitted and constructed at the Developer's sole expense and then conveyed in fee simple to Camden County for ownership and maintenance.

7.2. The Developer will also install a new water main (size to be determined based on modeling) under the Daniel Swann Canal from Millen Street on the East side of the canal to the purpose of providing the water supply system to serve South Mills Landring only, including adequate fire flow for firefighting ability of the South Mills Volunteer Fire Department. Individual lifts and overflows shall be installed. The Developer shall model the water system and make any needed improvements to demonstrate adequate water flow and pressure to firefighting fires, while meeting the maximum fire 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 waterpooled.

7.4. The Developer will contribute funds in the amount of \$92,722 to be used by Camden County in the following ways for Public Facilities:

- A. Streetscape improvements along Main Street through the main business corridor of South Mills (such as sidewalks, street lights, landscape planting, and related improvements in general conformance with the Concept Plan prepared by Essex Professional Group and a similar honor. South Mills Landring shall contribute, at least one community meeting prior to approval of Phase I construction plans to determine the signs, locations, and details of improvements preferred by the current South Mills community.
- B. Install sidewalk on the south side of US 17 Business (Main St.) from James Ave. to the entrance of the Southern Tract.

South Mills Water Association, Inc. (Association), is a private North Carolina non-profit corporation. As such, County cannot compel performance, acceptance, agreement, or cooperation with the corporation which will be necessary to carry out the terms of Section 7 and the following section. The County does, however, contract to "Water Association, if it will accept, at commercially reasonable rates, the water necessary to accomplish the terms of this agreement and to use its good faith efforts to assist the South Mills Association to accomplish terms of Section 7 and 8 herein. However, if the sole responsibility of Developer to negotiate and contract with Association, assuming all costs therein, to satisfy the terms of this Agreement.

**8. Obligations of South Mills Landring 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 construction of the Engineering Plans, DWR permitting, and the collection system construction and operation to Camden County. Upon completion and certification, the Developer will deed the wastewater collection system to Camden County.

8.2. Purchase capacity for 600 sewer connections in the Camden County Wastewater System, as shown on Exhibit I through commercial development and clubhouse facilities through payment of a System Development Fee and Connection Fee for each of the 600 sewer connections.

8.3. Install a water main under the Daniel Swann Canal as described in Section 7.2, and as approved by the South Mills Water Association and the NC Public Water Supply Section, and upon completion and certification, the water main shall be for public use.

8.4. Pay water fee 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 SML 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 site set aside for commercial development on the Master Plan. Water and sewer lines will be stubbed to the commercial area prior to the simultaneous with Phase I 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 Document (Deed) will include provisions that protect the filling of wetlands and prohibit the clearing of any vegetation other than incidental tree cutting and vegetation removal for site construction management.

**9. Obligations of the County**

9.1. Letters issued provided by South Mills Landring, 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 7 of this agreement and the pricing schedule Exhibit I 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 Landring based on providing 200 GPD per water connection for which the county has received the System Fee payment from Exhibit D per connection according to the Water-Gates Agreement between Camden County and South Mills Water Association.

**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 sewer treatment capacity for citizens of the County, the County shall take into account the homes and amenities planned for the South Mills Landring Subdivision shown on approved South Mills Landring Plan, and shall allocate and reserve sufficient sewer treatment capacity within its sewer systems to supply adequate quantity of sewer treatment services to the South Mills Landring Subdivision to construct and obtain certificates of occupancy for each of the homes, non-residential buildings and amenities planned for the South Mills Landring 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 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. Consistent with the County's fiscal year in accordance with its schedule set out below, South Mills Landring shall pay to the County the standard per lot Sewer System Development Fees charged by the County for each of the 560 residential lots, Subdivisions and/or 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. Reconnection Payment: 25% per connection as a condition of recording the Final Plat for each phase.
- C. Recovery Payment: 25% per connection to be paid at the application for a building permit to each lot or unit. Connection to the system shall also require payment of building permit application of the Connection Fee per lot fee.

10.4. Upon payment of the 25% of the Sewer System Development Fee per lot, the county will allocate 200 GPD of capacity per lot. The allocation for planning purposes only and is not considered a reservation of capacity and is non-transferable.

10.5. Upon payment, an additional 20% of the sewer system development fee per lot, the county will reserve 200 GPD of sewer capacity per lot. Within fifteen (15) days of the end of each County fiscal year, South Mills Landring and the County shall reconcile their records to determine if any, shortfall actually exists between the number of units required by Section 10.2 and actual building permits issued.

10.6. If South Mills Landring develops and permits more lots than required in Exhibit D in any County fiscal year, then the number of developed and permitted lots or acres of the number required shall be credited to the next County fiscal year for requirements.

10.7. If South Mills Landring does not develop and obtain a building permit for at least the number of lots set out in Exhibit D in any County fiscal year, then South Mills Landring shall pay to the County the shortfall in Sewer System Development Fees within thirty (30) days after the end of the County fiscal year. Camden County will credit the amount

paid due to the shortfall toward System Development Fees and Connection Fees for future building permits requested by South Mills Landring; however the credit will not reduce the number of lots required to be developed according to Exhibit D in the following fiscal year. This obligation will terminate when South Mills Landring has paid capacity fees (reconnection, system development fees, and connection fees) to the amount of \$33.6 million.

10.8. The initial set of 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. For the purposes of determining the amount of System Development Fee payments any, 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.

10.10. In the event that lots are developed within the South Mills Landring and homes are constructed before and ready for occupying per the development schedule set out in the Sewer Availability Data, then the County agrees, at its sole cost and expense, to pump and haul excess sewage from the individual lots in order to maintain compliance with state and federal permits and continue serving the waste water needs of County citizens residing there in SML.

10.11. Until such time as public sewer facilities (pump and haul arrangements) shall be subject to a suspension state and special laws and regulations. All required permits and approvals shall be the responsibility of the County. It shall 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 Landring**

11.1. Connection to Dupont Public Road: SML will be responsible for securing appropriate permits from the North Carolina Department of Transportation ("NCDOT") for connecting South Mills Landring to the existing public road system, Dupont Road. To this 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 or improvements to the public road system required by NCDOT in connection with South Mills Landring.

**11.2. Public Streets within South Mills Landring.** SML anticipates that there will be a number of streets that, in addition to Dupont Road, will be required for public residential streets. SML will be solely responsible for the design and construction and cost of these streets. SML shall have a continuing obligation to repair and maintain these streets until the public street is accepted by NCDOT for maintenance or SML transfers the obligations to repair and maintain these streets to one or more property owners associations (POA) established as part of South Mills Landring. SML may not transfer the duty to repair and maintain these streets to the POA until the County has reviewed and approved the documents

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entire area the FICA [REDACTED]

**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 treat or accept the runoff from the site at the North Carolina Department of Environmental and Natural Resources (DENR), Camden County, and incorporate drainage ways, roads and wetlands that treat and control stormwater passively by means of absorption 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 treating and retaining stormwater to the UICD and Stormwater Manual standards for the lowest developed condition and runoff, stormwater will be treated 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 cuts with curb, 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 as a management entity, will assume responsibility for ongoing inspection and maintenance of all stormwater management facilities in accordance with the Camden County AICD requirements and all NCEMCO permit requirements. The Association shall 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 Developer'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 according to the approved Master Plan which connect all residential neighborhoods with the amenities in South Mills Landing and 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.

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**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 C.

**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 and in accordance with the provisions of the Development Agreement (the "Existing South Mills Landing Development Law"). The parties agree that SML need 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 Fencing and Control Permit
- E. County Sewer System Approval
- F. County Stormwater Plan Approval
- G. State Stormwater Plan Permit
- H. Construction Plans
- I. Conditional Site Plan for Clubhouse and Pool
- J. Final Plat approval
- K. Building Permit for all structures pursuant to the North Carolina State Building Code
- L. Copy of the Existing South Mills Landing Development Law in order to compare the development of SML to Existing under local law, subject for changes in the County's System Development Fee schedule

M. Lanes, uses, regulations or policies adopted by the County or any of its boards, officials or staff enacted, adopted, to amend or administered after the adoption of this Development Agreement, including but not limited to land use, zoning, buffers, the division of land, grading, a road, 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 the 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 agrees to SML that the above paragraph defines all permits or approvals which are required by the County, plus the County issuing certificates of occupancy for uses and improvements at South Mills Landing.

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16.3. In the event that State or federal law is changed after the Effective Date in such a way that prevents compliance with the 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 the extent reasonable to accomplish the intended purpose of said agreement and the therefore associated socio-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 the 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 the Development Agreement shall not in and of itself constitute a material breach of said agreement and whether a material breach exists, shall be judged based on the ability of the parties. The County and SML agree that the development schedule may be affected by changing market conditions and that once the initial obligation outlined in paragraph 10.7 has been satisfied by SML, a modified development schedule may be proposed that reflects then current market conditions. A County officer designated by the Chairman of the County Commissioners shall conduct a progress review of SML every twelve (12) months to determine whether SML remains in good faith compliance with this Development Agreement based upon the totality of the circumstances.

**17. Default.**

17.1. In the event the County determines in the course of a Review that SML is in material breach of the 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 finding 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, unless it terminates 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) (2015).

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 date, not more than ninety (90) days, but in no event more than ninety (90) days, for the defaulting Party to file 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, may seek to enforce this Development Agreement through any and all remedies available at law or in equity.

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**18. Recordation of Agreement.**

Pursuant to N.C.G.S. § 153A.349-1 (2015), 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 (2015), 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, embargoes, war, riots, 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 as soon as it is reasonably possible.

20.2. **Assignment and Control.** This Development Agreement may be assigned or conveyed by mutual consent of the County and SML, and any successors or assigns. Minor amendments will be processed administratively. Major amendments will require Public Hearing. No amendments to this Development Agreement shall be effective unless such amendment is reduced to a written agreement signed by the parties hereto.

20.3. **Waiver.** The failure of the Development Agreement to material terms of this Development Agreement and legal binding upon the parties.

20.4. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this notice is held to be unenforceable for any reason held invalid or unenforceable by a non-judicial body, the decision from any court or competent jurisdiction, such portion shall be deemed a severable, 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 envelope and deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (b) deposited with a national overnight courier service that retains receipt of its deliveries. Notices or other communications shall be properly addressed as follows:

For the County:

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The County: County of Camden  
P.O. Box 190  
117 North Hc 343  
Camden, NC 27511  
Attn: County Manager

SML: South Mills Landing LLC  
PO Box 5536  
Chesapeake, VA 23520  
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. **Benefit to and Burden of Land.** This Development Agreement shall run with the Property and any portion thereof as if 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 rejected 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 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 law 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, warrant and warrant as applicable that: (1) each party or person has the full power and authority to enter into this Development Agreement; (2) execute it on behalf of the party indicated on the signature page; and to govern the obligations hereunder; (3) each party is acting on its own behalf and on behalf of its members, successors and assigns; (4) 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 the Development Agreement has been prepared 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 cannot be made legal, the County has consented, 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.

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

By: [Signature]  
Francis Jordan  
Clerk/County, North Carolina

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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 Limited Government pursuant to N.C.G.S. § 153A.471, described in and which exercises the foregoing, that she shows the Corporate Seal of said County, that the seal affixed to the foregoing instrument is said Corporate Seal, and the name of the United Government was subscribed thereto by the said \_\_\_\_\_ and that the said corporate seal was affixed by order of the governing body of said County, and that the said instrument is the act and deed of said County.

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

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

My Commission Expires \_\_\_\_\_ Official Seal or Stamp \_\_\_\_\_

15

ATTEST: SOUTH MILLS LANDING, LLC

By \_\_\_\_\_ Managing Member 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, LLC, a North Carolina LLC, 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 \_\_\_\_\_ Signature \_\_\_\_\_  
Notary Public \_\_\_\_\_ Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Official Seal or Stamp \_\_\_\_\_

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ATTEST: SOUTH MILLS LANDING, LLC

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, LLC, a North Carolina, LLC 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 \_\_\_\_\_ Signature \_\_\_\_\_  
Notary Public \_\_\_\_\_ Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Official Seal or Stamp \_\_\_\_\_

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NCLEX 366764141

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**EXHIBIT D  
DEVELOPMENT SCHEDULE - Fiscal Years and Capacities**

	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
Construction Plan Approval	129	1	178	2	233	3&4			40	5			580
Final Plat Recorded	129	1	178	2	134	3	99	4	40	5			580
Houses Completed per year			11		216		180		130		43		580
<b>Fee Breakdown 25/25/50</b>													
Cumulative Sewer Fees (\$1,000)	\$	239	\$	1,755	\$	3,989	\$	5,360	\$	6,322	\$	6,322	
Cumulative Water Fees to County	\$	323	\$	768	\$	1,350	\$	1,350	\$	1,450	\$	1,450	
	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
<b>Water Capacity</b>													
	50,000												
200													
360		50,000		46,040		(31,720)		(96,520)		(143,320)		(158,800)	
<b>Sewer Capacity</b>													
	60000												
200													
360		60,000		56,040		(21,720)		(86,520)		(133,320)		(148,800)	

**Public Comments**

Due to attendance restrictions in regard to COVID-19, citizens were given the option to send comments via email. The following individuals sent comments via email, which were read aloud by the Clerk to the Board:

Kristen Higen, Horseshoe Road – Opposed

Summary of Concerns:

- Schools / Buses / Bus Drivers
- Post Office handling of mail/packages
- South Mills Water issues
- Internet availability
- Impacts to Sheriff’s Office
- Volunteer Fire Department / EMS
- Flooding / Drainage
- Increased traffic

Crystal Creef, Main Street – Opposed

Summary of Concerns:

- Flooding / Drainage
- Increased traffic
- Water issues

Mary Cherry Tirak, Chamberlain Road – Opposed

Summary of Concerns:

- Increased burden to Law Enforcement / Fire Department / County Administration / Waste Management / Water and Schools
- Possible substantial taxation increases, increased crime and wildlife endangerment

Michale & Lorraine Mizells, Horseshoe Road – Opposed

Summary of Concerns:

- Increased burden to schools, fire and rescue departments, Sheriff’s Office.
- Drainage / Flooding
- Loss of small community and rural feel of Camden County

Christine & Walter Erb, Pier Landing – Opposed

Summary of Concerns:

- Adequate support of public services such as police, fire, EMS, schools.

Nancy Farmer, Horseshoe Road – Opposed

Summary of Concerns:

- School capacity
- Impact to Fire Protection and Sheriff's Office
- Increased Traffic
- Flooding
- Property taxes
- Support of local small businesses
- Loss of rural feel of the County

Amy Gillikin – Opposed to South Mills Landing.

Summary of Concerns:

- Flooding
- School capacity
- Internet availability
- Increased traffic

Mike & Joy Benton, Old Swamp Road – Opposed

Summary of Concerns:

- Close proximity of homes to other homes
- Volunteer Fire Department impact
- Water and Sewer Capacity
- Farmland protection

Val & Vivian Bridgers – Opposed

Summary of Concerns:

- Added stress to Volunteer Fire Department and Sheriff's Office
- Flooding
- School capacity
- Future I-87

The following comments were submitted by email to be included in the record.

Rebecca Farmer of Horseshoe Road – Opposed

Summary of Concerns:

- Flooding
- Traffic/Roads
- Light Pollution
- Mail Delivery
- County Resources / Tax Increases
- Loss of Rural Living
- Crime
- Strain on Local Small Businesses

Deborah Penwell – Opposed

Concern:

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Camden County Board of Commissioners  
September 8, 2020



- Taxable business base not large enough to support additional needed county services.

Additional Public Comments (in-person)

Marshall Powell, Jr., Sawyer Creek Road – Opposed  
Concerns:

- Flooding / Drainage

Melissa Wright, Carolina Road – Opposed

- Flooding / Drainage

Herbert Mullen – Supported

- Mr. Mullen spoke in favor of the development. It is his opinion that it will be to the enhancement and betterment of the County and that new commercial development will also benefit the citizens.

Mr. Bissell again addressed the Board to speak to the concerns that were raised during the public comment period.

- Stormwater model analysis has been done and flooding and drainage issues will be addressed. Improvement of downstream drainage will also be offered. The goal is to make it better than it is currently.
- A new main water main under the canal will be put in to improve water pressure.
- This project will revitalize the downtown area of South Mills.

There being no further comments or questions, Chairman White to close the Public Hearing.

**Motion to close the Public Hearing.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Garry Meiggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

**Motion to table until the October meeting.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

**ITEM 6. NEW BUSINESS**

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- A. Tax Report – Ken Bowman

**MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE  
CAMDEN COUNTY BOARD OF COMMISSIONERS**

**OUTSTANDING TAX DELINQUENCIES BY YEAR**

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2019	172,256.57	7,577.98
2018	53,084.40	2,544.01
2017	23,294.78	2,372.70
2016	12,411.52	1,548.60
2015	7,986.62	767.95
2014	11,028.92	1,095.92
2013	7,447.15	4,765.52
2012	5,778.79	7,485.57
2011	4,667.14	6,296.77
2010	4,149.58	4,642.02

TOTAL REAL PROPERTY TAX UNCOLLECTED	302,105.47
TOTAL PERSONAL PROPERTY UNCOLLECTED	39,097.04
TEN YEAR PERCENTAGE COLLECTION RATE	99.54%
COLLECTION FOR 2020 vs. 2019	19,290.95 vs. 9,449.69
<b><u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u></b>	
2019	97.66%
2018	99.26%
2017	99.64%

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**EFFORTS AT COLLECTION IN THE LAST 30 DAYS**  
 ENDING June 2020  
 BY TAX ADMINISTRATOR

22	NUMBER DELINQUENCY NOTICES SENT
15	FOLLOWUP REQUESTS FOR PAYMENT SENT
0	NUMBER OF WAGE GARNISHMENTS ISSUED
0	NUMBER OF BANK GARNISHMENTS ISSUED
3	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
0	NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
0	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
0	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
0	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
0	REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
0	NUMBER OF JUDGMENTS FILED

**30 Largest Unpaid – Real**

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	7,411.65	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	01-8929-00-34-2503.0000	7,166.08	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8934-01-17-4778.0000	5,094.04	3	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	02-8934-01-18-6001.0000	4,506.18	1	LINDA SUB LAMB HINTON	CAMDEN	150 158 US W
R	03-8899-00-16-2671.2425	4,436.06	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	02-8935-02-66-7093.0000	4,415.80	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8944-00-36-1417.0000	3,816.88	1	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8972-00-54-4332.0000	3,764.55	1	GILBERT WAYNE OVERTON &	SHILOH	1330 343 HWY S
R	02-8944-00-75-7172.0000	3,376.93	1	KIM SAWYER	CAMDEN	110 MILL DAM RD N
R	02-8934-01-18-8072.0000	3,234.74	1	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-01-08-8786.0000	2,940.10	1	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	02-8934-01-29-4617.0000	2,923.24	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8945-00-41-2060.0000	2,922.52	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	02-8943-01-17-4388.0000	2,909.12	1	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7081-00-52-7312.0000	2,805.98	1	WILLIAM K. COLONNA	SOUTH MILLS	256 CULPEPPER RD
R	02-8923-00-19-3774.0040	2,720.76	1	NMJ PROPERTIES LLC	CAMDEN	431 158 US W
R	02-8944-00-99-1027.0000	2,716.91	2	JOHNNIE MERCER HEIRS	CAMDEN	MCKIMMEY RD
R	03-9809-00-23-8838.0000	2,631.32	1	WILLIAM DAVID BYRUM	SHILOH	112 HIGH RD
R	01-7999-00-62-3898.0000	2,568.65	1	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-67-1021.0000	2,509.41	3	Cecil BARNARD HEIRS	SHILOH	WICKHAM RD
R	02-8943-01-06-9013.0000	2,459.32	1	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	03-9809-00-24-8236.0000	2,401.72	1	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	02-8934-03-31-9750.0000	2,345.25	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8962-00-05-0472.0000	2,335.19	1	FRANK MCWILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8934-01-29-4776.5853	2,234.11	1	C. RUSSELL HASTINGS JR.	CAMDEN	110 158 US W
R	01-7090-00-70-3221.0000	2,209.29	1	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	03-8943-02-75-4196.0000	2,142.76	2	SHERILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	03-8965-00-37-4242.0000	2,099.04	1	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7080-00-62-1977.0000	2,034.38	10	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL

**30 Oldest Unpaid – Real**

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	7,411.65	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7080-00-62-1977.0000	2,034.38	10	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8952-00-95-8737.0000	2,032.30	10	AUDREY TILLET	SHILOH	171 NECK RD
R	03-8943-04-93-8214.0000	1,987.78	10	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0001	1,929.64	10	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7999-00-32-3510.0000	1,856.74	10	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	1,787.55	10	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-04-60-1568.0000	945.00	10	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1954.0000	922.16	10	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7090-00-60-5052.0000	777.91	10	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	02-8936-00-24-7426.0000	670.53	10	BERNICE PUGH	CAMDEN	113 BOURN ST
R	03-9809-00-17-2462.0000	636.32	10	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	583.82	10	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-8980-00-61-1968.0000	313.93	10	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	01-7090-00-95-5262.0000	253.12	10	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-8980-00-84-0931.0000	252.86	10	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-45-1097.0000	201.43	10	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	152.13	10	ELIZABETH LONG	SHILOH	HIBISCUS
R	02-8952-00-04-9097.0000	138.72	10	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8962-00-04-9097.0000	2,509.41	9	Cecil BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	1,088.57	9	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
R	02-8935-01-07-0916.0000	846.93	9	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	03-8962-00-70-7529.0000	674.58	9	MARY SNOWDEN	SHILOH	WICKHAM RD
R	01-7989-04-90-0938.0000	623.75	9	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8962-00-60-7648.0000	281.11	9	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8965-00-37-6242.0000	2,099.04	8	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7091-00-64-6569.0000	1,385.62	8	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	03-8962-00-55-5300.0000	427.31	8	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8899-00-36-1568.0000	400.52	8	PETER BUTSAVAGE	SHILOH	HIBISCUS RD



30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD
P	0000295	792.09	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001704	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001046	663.65	8	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	9	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0002924	497.77	2	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL
P	0001827	483.28	8	KAREN BUNDY	CAMDEN	431 158 US W
P	0002941	453.90	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001681	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0000846	403.85	1	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0003399	302.87	1	JAIME ARMANDO ARIZAGA	SOUTH MILLS	182 CULPEPPER RD
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000772	288.86	5	COSBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0002525	239.04	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0001952	238.91	8	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001976	205.03	2	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0001408	193.32	2	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0001693	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001699	148.83	1	DONALD SIMMONS PORTER JR	CAMDEN	163 SANDHILLS RD
P	0000945	145.18	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0003405	126.72	1	JOHN R BARKER	SHILOH	108 SASSAFRAS LN

30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001709	10	1,934.38	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	10	663.65	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	10	653.15	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	10	618.22	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	10	569.40	PAM BUNDY	SHILOH	105 AARON DR
P	0001827	10	483.28	KAREN BUNDY	CAMDEN	431 158 US W
P	0001106	10	242.94	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001693	10	161.46	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001699	9	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH
P	0001681	8	414.72	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	8	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001694	8	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	8	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0000772	7	288.86	COSBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0000295	4	792.09	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000846	4	403.85	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0000385	4	121.17	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON ISLAND
P	0002921	4	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000770	4	108.00	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002079	4	106.35	OCTAVIS BANKS III	SOUTH MILLS	262 OLD SWAMP RD
P	0001104	3	673.59	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000297	3	517.95	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001776	3	205.03	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	3	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0001408	3	193.32	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0000945	3	145.18	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001150	3	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	3	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002468	3	106.72	HANNA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002924	2	497.77	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL

Motion to approve the tax report as presented.

**RESULT:** PASSED [4-0]  
**MOVER:** Randy Krainiak  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro

B. Golf Cart Ordinance – Danson’s Grant HOA

Chairman Tom White requested to be recused in that he is a resident of the Danson’s Grant Subdivision. It is his request that Vice Chairman Clayton Riggs handle this item.

Motion to recuse Chairman White from participating in the discussion and voting on this item.

Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)


**RESULT:** PASSED [4-0]  
**MOVER:** Clayton Riggs  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro

Amber Stone-Aguirre, representing the Danson’s Grant HOA, addressed the Board to request that the subdivision be included in the Golf Cart Ordinance for the County to include the streets of Billetts Bridge Road and South Mill Dam Road. Ms. Stone-Aguirre also expressed appreciation to the Board for its service to the community.

Vice Chairman Riggs suggested that both sides of Billetts Bridge Road and South Mill Dam Road be included for all the residents whose property adjoin the subdivision.

**Motion to approve the amendment of Chapter 70 of the Camden County, NC Code of Ordinances to include Danson’s Grant Subdivision and both sides of Billet’s Bridge Road and South Mill Dam Road.**

**RESULT:** PASSED [4-0]  
**MOVER:** Garry Meiggs  
**AYES:** White, Krainiak, Riggs, Meiggs  
**ABSENT:** Munro



Ordinance No. 2020-09-01  
 An Ordinance  
 Amending the Camden County  
 Code of Ordinances  
 Camden County, North Carolina

BE IT ORDAINED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS as follows:

**Article I. Purpose**  
 The purpose of this Ordinance is to amend Chapter 70 of the Camden County Code of Ordinances of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 7, 2009, and subsequently amended and as otherwise incorporated into the Camden County Code.

**Article II. Construction**  
 For purposes of this Ordinance, underlined words (underline) shall be considered as additions to existing Ordinance language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. New language of proposed ordinance shall be shown in italics (*italics*) and underlined.

**Article III. Amend Chapter 70 as amended of the Camden County Code which shall read as follows:**

**CHAPTER 70: REGULATING THE USE OF GOLF CARTS ON PUBLIC STREETS**

**§ 70.01 PURPOSE, INTENT AND FINDINGS.**


(A) Pursuant to G.S. § 153A-245, Camden County may by ordinance regulate the operation of golf carts as defined in G.S. § 20-4.01(12a) on any public street, road or highway where the speed limit is 35 miles per hour or less within the county that is located in any unincorporated areas of the county or on any property owned or leased by the county.

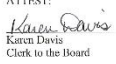
(B) Further pursuant to G.S. § 153A-245, Camden County may by ordinance require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts.


(C) The Camden County Board of Commissioners desires to allow the use of golf carts within the county in accordance with state law and local law while at the same time preserve and address the interest of public safety associated with such use.

(D) Camden County finds that unregulated use of golf carts on public streets and roads is detrimental to the safety of the citizens of Camden County. This chapter is intended to apply only to the Taylor's Beach, Eddie's Acres, and Danson's Grant Subdivision (including both sides of Billetts Bridge Road and S. Mill Dam Road) Area of Camden. The chapter may be expanded to other areas of the county at a later date or to the entire county.

Adopted by the Board of Commissioners for the County of Camden this 8th day of September, 2020.

County of Camden  
  
 Tom White, Chairman  
 Board of Commissioners

ATTEST:  
  
 Karen Davis  
 Clerk to the Board



Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

## C. Appeal of Demolition Orders (Hearing &amp; Decision) – Keith Truman

**Motion to open the hearing for appeal of demolition orders.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

The Clerk to the Board administered the oath to the witnesses.

Attorney Morrison: Mr. Chairman, I am requesting to be able to sit up here so I can...

Chairman White: Yes, sir. Yes, sir.

Attorney Morrison: Ladies and Gentlemen, this is what's known as a quasi-judicial...this is known as a quasi-judicial hearing. This means that the Board of Commissioners sits as a court. You can only base your decision on evidence that you hear tonight that is sworn or exhibits that you receive into evidence. You cannot consider anything you've learned outside of this room. If any of you think you have a conflict of interest or you know something about this matter that you cannot put out of your mind before tonight now is the time to come forward. All right. It is very important that we have due process. There are property rights that apply. That means the testimony will be sworn. I will elicit direct testimony from both. I have to be very careful in avoiding conflict of interest. I am the attorney to the Board; not to the Planning Department or the Building Department. But to facilitate the information I've got it organized for them to present. They'll be permitted to testify to whoever they want but it must be relevant and it must be evidence that would normally be admissible in a court of law, with certain exceptions but we're not quite that formal. But I will advise you if that should become an issue.

The commissioners have the right to ask questions, in additions to the questions that I've asked and the opposing party...Mr. Overton, you will have right to cross-examine anybody that testifies for the Planning Department and the Planning Department has the right to cross-examine you. [To the Commissioners] You must deliberate on this. A majority vote one way or the other is sufficient, but your deliberations must be in public. All right, everybody understand what we're doing?

Okay, I will begin with the Building Inspector. You can have a seat if you want, Mr. Overton. You get to go next.

Gary Overton: I'll sit down.

Attorney Morrison: Okay. The burden of proof is on the county. They must convince you that they have met the obligations of your ordinance. Mr. Overton does not have to prove anything. You must be convinced that the evidence is here. All right, with that said, Sir, would you give us your name please.

Keith Truman: Keith Truman.

Attorney Morrison: And Mr. Truman, what is your position with the County?

Keith Truman: I was hired to be the County Code Enforcement Officer and also the Assistant Building Inspector.

Attorney Morrison: And how long have you held that position?

Keith Truman: It'll be two years in October.

Attorney Morrison: And do you have any certifications relative to that job?

Keith Truman: I have Level III Standard Inspection Certificates that are issued by the Department of Insurance with the State of North Carolina.

Attorney Morrison: Now explain levels if you would to us please. Level III, is that high or low?

Keith Truman: Level III is the higher level.

Attorney Morrison: And what are your certifications in?

Keith Truman: Building, Plumbing, Electrical and Mechanical, which is the heating and air conditioning.

Attorney Morrison: All right. Now, did you have to take any training and pass any tests in order to get those certifications?

Keith Truman: Yes, you have to complete courses that are designed by Department of Insurance in Raleigh and pass the tests and have so many years of experience to move up through the Level I, II, and III.

Attorney Morrison: And so you have obtained the highest level and you've passed all of the tests, is that correct?

Keith Truman: Yes.

Attorney Morrison: Do you have any continuing educational requirements to maintain these certifications?

Keith Truman: We have to do six hours of continuing ed in each trade every year, which is 24 hours a year. They try to keep us up with the code changes, etc.

Attorney Morrison: Now when you say each trade, you mean what you previously enunciated – building, fire, electrical, mechanical?

Keith Truman: Building, plumbing, electrical and mechanical – six hours in each trade annually.

Attorney Morrison: Now, prior to assuming this position, did you have any experience in construction of houses?

Keith Truman: I've been either a building inspector or a contractor for the last 30+ years.

Attorney Morrison: All right and were you a licensed general contractor at one time?

Keith Truman: I was in North Carolina and Virginia. I have my plumbing license and my electrical license also.

Attorney Morrison: All right let's move along then. Are you familiar with the Camden County Ordinance 150.23?

Keith Truman: Yes.

Attorney Morrison: And what is that relative to?

Keith Truman: It's actually 150.22 I believe.

Attorney Morrison: Yeah excuse me, you're right. I'm on the wrong page.

Keith Truman: It's the process of procedure for violations. If you have violations to the Minimum Housing Ordinance or to the Housing Ordinance, as it says, that's a due process have the property repaired or brought up to

what it needs to be for proper living conditions and if you're unsuccessful in that then it continues on, lays out the steps that must be completed to have a piece of property repaired or demolished.

Attorney Morrison: All right. Now do you have copies of this code ordinance for the commissioners?

Keith Truman: Yes.

Attorney Morrison: All right, this does not have to be introduced in evidence. This is just for your convenience. It's part of our code already. If you would give those to the Clerk to hand out and also be sure and give a copy to Mr. Overton. All right, commissioners I would direct your attention to this statute, this 150.22. That's on page 25. And let's talk about paragraph A. Now Mr. Truman, I see in paragraph A it says, "If the inspector declares a residential or nonresidential building or structure to be unsafe the inspector must affix a notice of the unsafe character of the structure to a conspicuous place on the exterior wall of the building." And then most important, it's what I direct everyone's attention to, the next sentence, "For the purposes of this section unsafe means dangerous to life because of liability to fire, bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress or other causes." So that's what we're working with here, is that correct?

Keith Truman: Yes.

Attorney Morrison: All right now do you know property owners in Camden County...one is a corporate citizen, Abode of Camden; A-b-o-d-e of Camden Inc. and Geraldine and Gary Overton.

Keith Truman: Yes.

Attorney Morrison: When did you become involved with those two or those property owners?

Keith Truman: After I was hired in October of 2018 I have had contact with them in starting this procedure again to complete the condemnation of these properties. This was an ongoing thing before I started.

Attorney Morrison: All right. What properties do they own that were of concern to you?

Keith Truman: There's three locations; one is 1275 NC 343 South. It's right before you get to Alder Branch Road; on the north end of Alder Branch.

Attorney Morrison: And who owns that property?

Keith Truman: That's Abode of Camden, Inc.

Attorney Morrison: All right, continue. What is the next property?

Keith Truman: There's two houses – 165 & 167 Alder Branch Road.

Attorney Morrison: And who do they belong to?

Keith Truman: Mrs. Overton.

Attorney Morrison: That's Geraldine Overton?

Keith Truman: Yes.

Attorney Morrison: All right. And then are there any other properties?

Keith Truman: There's a 1330 NC 343 South, which is actually between Alder Branch north end and Alder Branch south end. There's a farm property there and some warehouses.

Attorney Morrison: And who does that belong to?

Keith Truman: Geraldine Overton.

Attorney Morrison: Now so we're talking about 1275 NC 343, 1330 343 South, 165 & 167 Alder Branch Road. We're talking about four properties. Is that correct?

Keith Truman: Yes.

Attorney Morrison: Now did you examine these properties in the course of your duty?

Keith Truman: I have. I have not been inside the structures.

Attorney Morrison: Did you examine these properties as a result of complaints from the community?

Keith Truman: Yes.

Attorney Morrison: All right. Now is it true that Camden County, because we're small and we have a small Planning Department and Code Enforcement, that we are primarily complaint driven on examinations like this?

Keith Truman: Yes.

Attorney Morrison: That's correct, all right. So tell me with regard to each property how recently you examined it and what you saw at the time of your examination.

Keith Truman: Initially started this year, in April of this year, and went to the properties and looked at the outside condition of the buildings, the way they're supported and not supported; the condition of water entering the buildings and the damage that water does when it enters buildings and any failures that there may be; any temporary support of these structures; and just thinking about what their condition's going to continue to deteriorate to be.

Attorney Morrison: And was this examination personal? You went to the properties?

Keith Truman: Yes.

Attorney Morrison: But you said you could not go inside of some of them, is that correct?

Keith Truman: I have not been inside. I've looked in the doorway of one that has no door on it.

Attorney Morrison: All right.

Keith Truman: 165 I believe Alder Branch. I have not been inside the other buildings.

Attorney Morrison: As to all the properties, I believe you formed the same opinion and so I going to ask you, keeping in mind the definition I previously read from our ordinance as to what is unsafe meaning dangerous to life because of liability to fire, bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress or other causes, did you form an opinion as to whether or not based on that, these properties were unsafe?

Keith Truman: Yes.

Attorney Morrison: What was that opinion?

Keith Truman: That they would continue to deteriorate and possibly fall on a surrounding property or necessarily if somebody was around the property that shouldn't be that there could be a problem with somebody getting hurt if you had children trying to get inside the properties or is this property being used for illegal drugs; things of that nature that would be a hazard to the community and to anybody who might be up there that doesn't need to be up there.

Attorney Morrison: I specifically ask you did you form an opinion as whether these properties were in a state of decay?

Keith Truman: Yes.

Attorney Morrison: And what was that opinion?

Keith Truman: The ones that are having a problem with water coming in them and the others that are structurally starting to fail because they have not been supported properly or the framing was not completed property at the times that they were...construction began, or that have failed because they were not supported properly on a permanent foundation at the time that they were located there.

Attorney Morrison: All right now did you, as a result of that, take any action in terms of posting?

Keith Truman: Yes, I posted a 'Condemned Building: Keep Out by Order of the Camden County Building Inspector' notice on all four of the properties.

Attorney Morrison: Now you're holding a document in your hand. Is that what you posted?

Keith Truman: Yes.

Attorney Morrison: May I see that please?

Chairman White: Mr. Morrison, can we take a five-minute recess just for a second?

Attorney Morrison: Sure.

Chairman White: Is that allowed?

Attorney Morrison: Yes.

Chairman White: So five minutes.

[Five-minute recess]

Chairman White: Okay, we're going to resume our meeting.

Attorney Morrison: All right Mr. Truman, when we left you had a placard you were showing us.

Keith Truman: Yes, this is just an example of the placard that the County uses to post on property if they're trying to do something with that property if it's been condemned, it's unsafe, etc.

Attorney Morrison: All right now under our ordinance are you required to affix a notice of condemnation when you find a premises in these conditions?



Keith Truman: Yes, when we start the process I'm required to post that notice and send an accompanying letter, both regular mail and...

Attorney Morrison: All right well before we get to the letter, I would draw the Commissioners' attention, and Mr. Overton's attention, to 150.22, paragraph A. "If the inspector declares a residential or nonresidential building or a structure to be unsafe, the inspector must affix a notice." All right so and is your testimony you did that?

Keith Truman: Yes, I have.

Attorney Morrison: All right now can I see that placard, please? All right now as this is printed, is this the standard that the County uses?

Keith Truman: Yes.

Attorney Morrison: I think you'll want to introduce this into evidence. Where is Mr. Overton. Madam Clerk, this needs to be marked as an Exhibit and I would show the commissioners. I believe Mr. Truman is offering to introduce that into evidence, Mr. Chairman. The Board must either accept that as evidence or not.

Chairman White: Does the Board accept that as evidence? Yes, we do.

Attorney Morrison: All right, the Inspector's Exhibit I then. All right now let's go to...these properties, did you form an opinion as to how old they were; the structures?

Keith Truman: At least 40 years to 50 years minimum. Not sure about the ones at 1330. But the tax card on 165 & 167 goes back...I don't have that in front of me but at least 40 years old. And the house that's at 1275 that used to be where Hardee's is easily is that old.

Attorney Morrison: Were any of these structures occupied?

Keith Truman: No sir, not to my knowledge.

Attorney Morrison: To your knowledge since they have been on the Abode of Camden property and on the Overton property, have they ever been occupied?

Keith Truman: Not that I'm aware of. Bear in mind I've been here almost two years but...

Attorney Morrison: Did you do an investigation to learn the source of where these properties came from; the structures?

Keith Truman: As I said, the one at 1275, it's my understanding and I've been told it used to sit on the corner where Hardee's restaurant now is.

Attorney Morrison: Okay.

Keith Truman: And the three beach cottages that are at 1330...

Attorney Morrison: Now wait a minute, you're saying beach cottages. We haven't talked about beach cottages. Are the other properties beach cottages?

Keith Truman: The ones on Alder Branch I don't believe are, I'm not sure. They've been there a long time and I don't know the history of them. I don't know if they were built on the site or if they were located to that property. I'm not aware of...



Attorney Morrison: All right where were the beach cottages and why do you say they're beach cottages?

Keith Truman: I've been told that the three structures at 1330 343 South were beach cottages that were relocated from the beach, I'm assuming Nags Head area, to that area where they presently sit.

Attorney Morrison: All right there are three structures on 1330 343 South. Is that correct?

Keith Truman: Yes.

Attorney Morrison: All right. And on 165 & 167 Alder Branch how many structures are there?

Keith Truman: There's one house on each lot.

Attorney Morrison: So that's two. All right on 1275 NC 343 South how many structures are there?

Keith Truman: There's one house there.

Attorney Morrison: All right so they've got a total of six structures?

Keith Truman: Yes.

Attorney Morrison: Okay, all right. Now did you take photographs of these structures?

Keith Truman: Yes.

Attorney Morrison: Do you have those with you?

Keith Truman: Yes.

Attorney Morrison: All right and do these photographs accurately depict the structures?

Keith Truman: I don't have a good picture of the 1275 one. The others, yes.

Attorney Morrison: All right, can you give me those photographs, please?

Keith Truman: I know they have them already.

Attorney Morrison: They're in your packet?

Commissioner Riggs: They're in these packets.

Attorney Morrison: They're in your package but they're not in evidence. I believe Mr. Truman is now offering these photographs into evidence. We'll need a ruling if the Board is going to accept it.

Chairman White: The Board accepts the pictures as evidence that he's presented? Yes, we accept it.

Attorney Morrison: Thank you. Madam Clerk, for your file on this, you'll need to get those pictures out of the packet and enter them collectively as Building Department's Exhibits II, I believe. All right now will you describe those...what you saw with regard to each or those structures that led you to conclude it was unsafe and make reference to what the commissioners have in their packet.

Keith Truman: The one that says 1330 NC Highway 343 South, that's the beach cottages. It has the cedar siding type. The last page is dated April 17, 2020. That's two of the beach cottages. This is the one I'm looking at if

you're not sure what I'm talking about. That shows two of the beach cottages. They have been there since they were moved there a long time ago is my understanding. You can see the second one in the background behind the one up at the highway is failing in some way. Either the shoring that hasn't shored up or the actual framing of the structure is failing and is dropped and is laying on the ground. The other one was better supported when it was put there. It appears to be in a little better condition. That one is very close to the street driveway. And there's a third one that's north of these two that is grown up to where you can't hardly see it. I could not get up to that structure to examine it in any way. There's a rental house in this same picture, you can see the handrails coming down. I believe it's a rental house. There's one big piece of property there on both sides of the road and I'm guessing that that house is a rental house. It's very close to the one that's collapsing and falling on the ground. I don't know who lives there, I have seen cars there. The structures are very close to where people are inhabiting and living.

The other one would be the 165 & 167 Alder Branch, two individual houses. There's a school bus in one of the pictures. It shows the two houses. These are the oldest ones of the bunch, I believe, in my opinion. Don't know that to be exactly true. But if you look carefully at the top of the picture at the top of the houses you can see where the ridgeline is starting to sag in the middle and more than likely that's being caused because the front and rear exterior walls are probably separating and pushing out. Not sure why that's happening other than just deterioration and it was...the work was never completed to finish these houses to make them livable and they are deteriorating as such. They're both in similar condition. The one on the bottom fixture by the school bus, their door is open. You can see inside to the kitchen area there I believe it is? The ceilings are falling in, a lot of growth of weeds, etc. inside the building.

The other picture is the probably located at 1275 NC 343 South, which is right across...a little bit to the north of where Alder Branch runs into 343 South, just north. That's the house that was moved from where Hardee's is to where it is now. It still is being supported by the steel I-beams that it was moved on I believe. There is no foundation of any kind. It's been sitting there all this time. On the east side of the house, which is towards the road, on the one corner section...maybe a fifth of the front of the house, if that much, the shingles and tar paper have blown off and every time it rains, water is going into the garage area and possibly into the house part. I don't know that because I have not been inside. But the rain is going to deteriorate the rafters and the ceiling joists and it's already working on the ceiling board in the garage. It's going to continue to deteriorate. The walls are tongue-and-groove, probably yellow pine boards. I believe it was a brick house. I don't know that, my gut is telling me that. And probably when the brick was removed the wood is exposed to the moisture and there's probably insulation in the walls which may be getting wet, depending on if rainwater is getting through those boards into the insulation. Well then you have new problems starting if that is happening. And that's basically the three properties.

Attorney Morrison: Now the photographs also show where you affixed the condemnation notice, do they not?

Keith Truman: Yes.

Attorney Morrison: Okay. All right now after you affixed that notice, and I would direct the Board's attention to again 150.22, C. This requires immediately upon affixing the notice upon the structure, the inspector shall send notice in writing by certified or registered mail to the owner of and parties in interest in the structure of the unsafe character of the structure and requests the owner to take prompt corrective action to repair, alter and improve the dwelling. Did you do that?

Keith Truman: Yes.

Attorney Morrison: And when did you do that?

Keith Truman: The first letter was sent on April 21<sup>st</sup>. That was sent by first-class mail.

Attorney Morrison: And what was the date that you posted the property?

Keith Truman: The same day.

Attorney Morrison: All right do you have copies of that correspondence?

Keith Truman: Yes.

Attorney Morrison: The first one. Is this in your packet?

Vice Chairman Riggs: Yes, sir.

Attorney Morrison: Okay. And you would want to introduce it into evidence, correspondence from the County under the date of April 21, 2020 and Madam Clerk this will be Inspector's Exhibit III, okay.

Chairman White: Okay does the Board have any opposition with entering that letter as evidence?

Keith Truman: There's three of those.

Chairman White: Okay, no opposition.

Keith Truman: Three different properties.

Attorney Morrison: Three different properties. Well let's do all of them together. There's three of the properties so you sent one for each of the properties?

Keith Truman: Yes.

Attorney Morrison: When you say properties you mean tracts of land, not structures.

Keith Truman: Yes.

Attorney Morrison: Okay. So that would be April 21, 2020. There's one for Geraldine Overton for 1330 NC Highway 343 South, Shiloh. There's one to Abode of Camden for 1275 NC Highway 343 South and another to Geraldine Overton, 165 & 167 Alder Branch Road. All of them are dated April 21<sup>st</sup>.

Keith Truman: Yes.

Attorney Morrison: All right. And were these sent by registered certified mail with return receipt?

Keith Truman: Yes, as well as first class.

Attorney Morrison: Okay. So I think we'll do these instead of three separate exhibits, Madam Clerk, these will be collectively one exhibit.

Keith Truman: Here's the second and third one also.

Attorney Morrison: After you did this...and what was the purpose of sending these letters?

Keith Truman: It's primarily a notice of violation to let the property owner know that there is a problem with their property and they need to do something for it.

Attorney Morrison: Is it specified where the problem is?

Keith Truman: 30 days...the Camden County Building Inspector has determined the unsafe character of your building is as follows: decay, bad conditions of walls, is likely to cause or contribute to blight, disease, vagrancy or danger to children.

Attorney Morrison: All right, I'm just trying to make certain that we followed or that you followed Section C, which it's your testimony that you did. Okay now after sending this notice, did you get any response from either Mr. Overton or Abode or from Ms. Geraldine Overton?

Keith Truman: Yes, I talked to Mr. Overton on the phone. I'm not sure if it was that day or the next day. He just called to...I guess just to let me know that he was aware of it. We talked briefly.

Attorney Morrison: Okay and did he commit to make any repairs?

Keith Truman: Not at that time, no sir.

Attorney Morrison: Okay. What about Ms. Overton, did you ever hear from her?

Keith Truman: I had not talked to her at that time, no.

Attorney Morrison: And Mr. Overton is the registered agent for the Abode of Camden. Is that correct?

Keith Truman: He's Ms. Overton's son. I'm not sure of the...

Attorney Morrison: Okay. But you sent it to him as Abode of Camden. (talking) Wait a minute, you can't have conversation.

Keith Truman: I sent 1275 to Abode of Camden, which is a corporation. And I sent the other two to Ms. Geraldine Overton.

Attorney Morrison: How did you get the address for Abode of Camden?

Keith Truman: Off the tax card.

Attorney Morrison: All right. That's good. Now so the only person you heard from was Mr. Gary Overton, right?

Keith Truman: Correct.

Attorney Morrison: All right. And you had given everybody 30 days to bring this property into compliance, correct?

Keith Truman: Yes, as stated in the letter they had 30 days.

Attorney Morrison: All right what happened after the expiration of 30 days?

Keith Truman: Following the procedure that's laid out in our Chapter 150, I mailed a second letter which was called a Notice of Hearing.

Attorney Morrison: All right, do you have that and is that in the Commissioners' packets?

Keith Truman: Yes, that's the second page.

Attorney Morrison: All right and how many of those letters did you mail?

Keith Truman: To each of the three properties, I mailed one letter first class and also one letter registered mail with return receipt.

Attorney Morrison: To each property?

Keith Truman: To each property.

Attorney Morrison: So you served them both by registered mail and by regular United States mail.

Keith Truman: Yes.

Attorney Morrison: Okay. And that was entitled Notice of Hearing?

Keith Truman: Notice of Hearing and it listed the address on each property on each letter; three separate letters.

Attorney Morrison: All right and that would be in compliance with Section D, would it not? If the owner fails to make prompt corrective action within 30 days, the inspector shall by certified or registered mail to the last known address give written notice, and then on to the next page, that the building or structure is in a condition that appears to meet one or more of the following conditions: constitutes a fire or safe hazard, is dangerous to life, health or other property, is likely to cause or contribute to blight, disease, vagrancy or danger to children, has a tendency to attract persons intent on criminal activities, or other activities that would constitute a public nuisance. Did you do that?

Keith Truman: Yes.

Attorney Morrison: All right. Now Madam Clerk, we would introduce that, I believe the inspector will collectively all of those. This would be Exhibit IV. Is that correct?

Clerk: Yes, sir.

Attorney Morrison: All right. Do you receive those?

Chairman White: Yes, we did. Anyone have any objection entering that as evidence? No objections.

Attorney Morrison: All right now did you in fact subsequently conduct a hearing as specified in your notice?

Keith Truman: We did and it took place July 30 or was it July 1?

Attorney Morrison: Whatever is specified in the notice I think. What does the notice say?

Keith Truman: A hearing will be held in front of the Camden County Building Inspector on June 1, 2020. So we had the hearing that day.

Attorney Morrison: All right who attended the hearing?

Keith Truman: Mr. Gary Overton and Ms. Geraldine Overton and myself and Dan Porter.

Attorney Morrison: All right and at that hearing did you lay out what you contended needed to be done and why you had found the property to be unsafe pursuant to the ordinance?

Keith Truman: Yes.

Attorney Morrison: And what response did either of the Overtons make?

Keith Truman: They were in the process of trying to alleviate some of the problems. The one property I believe on 1275, someone was interested in buying that whole piece of property. I'm not sure how many acres it is, maybe 10 acres or something. Not sure if he was going to fix the house up. That wasn't clear. And he didn't know for sure if he was going to be able to sell it and that he wanted to...would like to fix up the other houses and do something with them. It seemed to me that the finances was a challenge to accomplish that. And that was primarily what we discussed.

Attorney Morrison: All right after that, did you then make a ruling?

Keith Truman: We did. I issued them a third letter. It's an Order to Demolish and proper disposal of the two single family dwellings at 165 & 167 and then also the same for the other properties in question at 1275 and then also at 1330.

Attorney Morrison: All right and is that order also in the Commissioners' packets?

Keith Truman: Yes.

Attorney Morrison: All right. And did you send that by...as to each property by registered mail and by regular United States postage prepaid?

Keith Truman: Yes.

Attorney Morrison: And you sent it to the addresses that you previously did?

Keith Truman: Yes.

Attorney Morrison: All right. Now did you also advise these folks that they have the right to appeal to the Board of Commissioners where we are tonight?

Keith Truman: Yes, at that same meeting.

Attorney Morrison: All right and did they in fact note an appeal within that 10-day parameter?

Keith Truman: It's my understanding that they contacted the Clerk I believe on the 10<sup>th</sup> day, I'm not sure.

Attorney Morrison: All right so there's no contention that they didn't meet the deadline for this appeal.

Keith Truman: Not that I'm aware of.

Attorney Morrison: All right, sir. Have you changed your opinion in any way since you issued that order?

Keith Truman: No.

Attorney Morrison: Has anything happened to the properties since that order?

Keith Truman: No, I've been by them, all of them, several different times and nothing has changed.

Attorney Morrison: All right. Now tell the commissioners why you think the property needs to be demolished. That's a pretty big remedy.

Keith Truman: From a financial standpoint, the likelihood of being able to make the repairs needed to the properties just is...probably would not be feasible in the condition and the age that they are. They're just too far gone.

Attorney Morrison: And did you form that opinion in part based upon your experiences as a general contractor?

Keith Truman: Yes.

Attorney Morrison: Okay. All right, now is there anything further you would like to testify about?

Keith Truman: No.

Attorney Morrison: At this point Commissioners, you may ask Mr. Truman questions if you have any.

Chairman White: Any of the Commissioners have any questions?

Vice Chairman Riggs: Did Mr. Truman ascertain how long those buildings had been sitting on the property with no one in them?

Attorney Morrison: I believe he said for a lengthy period of time. He has only been here two years. But I'll let him readdress it. I believe you did testify that some of them had been sitting there for decades.

Keith Truman: Dan Porter said they were there when he started for the County, which was approximately 2003, 2004. They have changed in that time.

Attorney Morrison: Okay.

Chairman White: Any other questions?

Commissioner Krainiak: Mr. Chairman.

Chairman White: Yes, sir.

Commissioner Krainiak: Has there been any children on that property that you know of?

Keith Truman: Not that I'm aware of, unless...I don't know who lives in the house.

Commissioner Krainiak: Has there been any reports of vagrancy on that property?

Keith Truman: No, sir.

Commissioner Krainiak: And no sickness or disease on that property?

Keith Truman: I'm sorry?

Commissioner Krainiak: Have you noticed any...it says disease, blight...disease, vagrancy, danger to children.

Keith Truman: No. Dangerous to children if they were to try to get inside the property. One the one property there's no door; it's not there. Anybody could climb inside of there.

Commissioner Krainiak: And did you notice any reports from the Sheriff's Department if they've had problems with children or any problems with anybody being hurt on that property in the last few years it's been sitting there?

Keith Truman: Not that I'm aware of.

Chairman White: Any other questions?

Attorney Morrison: All right, Mr. Overton, at this time you may ask Mr. Truman questions, not make a statement. But if you have questions of him you may do so at this time. And if you would come up please to the microphone.

Gary Overton: I would just like to ask you, these...

Attorney Morrison: Wait a minute. You have to stand there, you have to answer questions.

Gary Overton: He's made the statement about the outside of the buildings but he has not looked at the inside of the buildings.

Attorney Morrison: All right well you can't make the statement, you can ask. I think he said he had not gone inside.

Gary Overton: Okay, that's what I want to ascertain; he has not been inside the building.

Attorney Morrison: All right. Do you have...

Gary Overton: I have some pictures of evidence. I have no way of...

Attorney Morrison: We'll tend to that. But you'll get to put on your case in just a moment. Right now is your opportunity to cross-examine him. Do you have any other questions you would like to ask him?

Gary Overton: Okay. Have you done any figures on what it would actually cost to fix these houses? You made a statement that the economics would be too great. Have you actually figured that out? That's...you've got to figure paper and pen before you actually make that kind of statement. I have done the figures.

Attorney Morrison: You can't make a statement, just ask questions. Your question to him was has he done a computation, okay.

Gary Overton: Yes.

Keith Truman: Without examining the insides of any of the properties I don't know the extent of what would have to be done in order for it to be a viable house for someone to live in.

Gary Overton: So you're making a statement that you...it being cost prohibitive without doing a comprehensive study of the whole place.

Keith Truman: In the condition that I see the houses in from the outside, I don't see where anyone would take on that venture in my opinion.

Gary Overton: Is it true that the outside not always tells the story of the inside? I know lots of houses...

Vice Chairman Riggs: I'm not hearing...

Attorney Morrison: Just a moment...The question was to the effect is it true that the outside of a house does not always tell the condition of the inside of the house and therefore the whole value of what would have to be done. Is that correct?

Gary Overton: Yes.

Attorney Morrison: All right, you may answer that question now.



Keith Truman: As I said, I have not gone inside the home so I have no way to base the exact amount it would take to make the house livable; the conditions of the insides of the house. The ones on Alder Branch apparently has structural problems and the ones at 1330, the one that is failing and falling on the ground is bound to structural problems of some type just because of the twist and the bind it's in.

Gary Overton: So you're making a statement of recommendation to demolish without a full assessment inside and out of the structure. Is that what you're saying?

Keith Truman: Possibly, yes.

Gary Overton: Thank you.

Attorney Morrison: Any other questions, sir?

Gary Overton: No.

Attorney Morrison: All right. And the Commissioners have no further questions based on that?

Chairman White: Any further questions?

Attorney Morrison: All right you may have a seat, Mr. Truman. Now Mr. Overton, if you would come up, sir. Mr. Overton, you heard my explanation. I'm actually the attorney to the Board; not to the Building Inspector.

Gary Overton: Yes, sir.

Attorney Morrison: But I'm asking these questions not because I have an opinion one way or the other, but because this is what I do for a living and I can move the evidence along. If you do not wish me to ask you questions, I will not. I'm not going to cross-examine you. I'm just going to try to get the basic evidence out with fewer contentions. So it is your option. You may answer my questions of you may make a presentation on your own.

Gary Overton: Can I retain that right on each individual question?

Attorney Morrison: Yes, sir.

Gary Overton: Okay.

Attorney Morrison: For the record, give us your name please sir.

Gary Overton: Gary Wayne Overton.

Attorney Morrison: And Mr. Overton, what is your relationship to Geraldine Overton?

Gary Overton: She's my mother.

Attorney Morrison: And are you familiar with the property that's been discussed here and is in fact owned by the Abode of Camden and the other...I believe it was your father's estate that your mother inherited? Is that correct?

Gary Overton: Yes, sir.

Attorney Morrison: Okay. All right are you familiar with the conditions of this property?

Gary Overton: Yes, sir.

Attorney Morrison: All right. How long have these properties been there, do you know; these structures?

Gary Overton: We've been moving houses since 1984, well before the ordinances. And some of them have been there from pretty near the beginning.

Attorney Morrison: Okay.

Gary Overton: I don't have an exact age on all of them. The only one that's even close would be 1275 that was moved from Hardee's and ya'll have the records on that.

Attorney Morrison: Okay and that was before Hardee's was actually built and that was about 5, 6 years ago?

Gary Overton: Yes, sir.

Attorney Morrison: And that would be the youngest one.

Gary Overton: Yes.

Attorney Morrison: Okay. And that was an older house before...it was a store, was it not?

Gary Overton: It was a house.

Attorney Morrison: No? It was a house. Excuse me, okay. And do you know approximately how old that house was at the time you moved it?

Gary Overton: The best estimate we made was about 1959 because it was a great uncle of mine.

Attorney Morrison: Okay, all right. Now the question obviously would arise why you move properties, I mean structures, to these properties and I believe it's because you do this for a living. Is that correct?

Gary Overton: Yes.

Attorney Morrison: Okay, so this is part of how you would earn your income.

Gary Overton: Yes.

Attorney Morrison: All right now you heard Mr. Truman testify as to the condition he found these properties. What is your opinion? Do you agree or disagree with what he said?

Gary Overton: I disagree.

Attorney Morrison: All right tell us specifically and could you go property by property?

Gary Overton: Okay. 1275, I've got pictures completely inside. She had no way of taking them off my phone and putting them on the screen so ya'll could see.

Attorney Morrison: Okay, let's do this. Madam Clerk is there a way...what we've got to do, Mr. Overton, is we have to make a record because either side's got the right of appealing this. Do you have some way you can text these to the clerk and then she make a file out of them?

Gary Overton: I can text her, possibly email.

Attorney Morrison: All right. If you would do that, it's very important because otherwise it's not going to be in the record and I don't know if there's going to be an appeal beyond this or not. But like I told you, this is kind of like a court. Okay so if you will promise that you will text these pictures you may now...Mr. Chairman, if the Board would permit he can step up and if you all could kind of gather around and he can show you the pictures and explain to you what they are.

Chairman White: You can just have the Madam Clerk bring it forward or whatever you know.

Attorney Morrison: Well I think he's got them on his phone.

Chairman White: Okay.

Attorney Morrison: All right now Mr. Truman, you also have the right to be up here and look at these pictures as they are shown. Okay so you can step up right there in the well and if everybody would kind of gather around and take a look at it. All right you've got to speak up so everybody can hear you, including Mr. Truman.

Gary Overton: All right, this is the 1330 properties, beach houses. They are knotty pine paneling inside. And I just want to show the condition of them. Yes they've got some trash and stuff but that come from the beach that way. But they're in good condition overall. That's bed slats. I don't see where these houses are all that...this house here is 1275. It come from right over here. And I'm not seeing the structural issues or even you know you've got a little bit of paint peeling right there. But we've got carpet, we've got fresh paint. It's not that bad inside. I'm not sure where we're seeing the house is about to fall in at. So you're talking about me destroying a lot of money here. I'd really like to put them on the tax rolls, as well as ya'll and rent them out. There's people begging for houses every day. I'm looking for an investor. The last one I talked to is full of projects and it's just a matter of time. We need to turn this around and make it happen but I don't see where these need to be torn down. I can't tell you I'm going to start on them tomorrow because I've got to find an investor. This is what these houses look like inside. Can everybody see pretty good? You know that's just...that's the end of what I've got right there.

Attorney Morrison: Okay now in order for us to make that part of the record you're going to have to text that to the clerk so get that information from her. All right sir, now is there anything I haven't asked you that you would like to tell the Board to put into evidence. Do you have any other exhibits or photographs or any other statements you want to make?

Gary Overton: That's the big thing right there; that they're not in as bad condition as what they're being made out to be. Yes, they look a little bit rough on some of the siding and some of the exterior things, but that's part of fixing them up and getting them squared away. And like I say, I have people begging for me to fix them up and rent them to them. I've just got to find a financier. Since my dad passed I've taken on a lot, a lot of responsibility. I've got all this, plus I have a job that right now I'm working six and seven days a week, 12 hours a day. It's just a lot for one person to do. I can't give you a timeline and say they're going to be done tomorrow because I've got ten of them all together actually and it's just...it's a lot to do. If I get someone to come in, a private investor, yeah my target...I'd love to have one every six months; possibly speed up quicker after I get rolling with them. But I've got to find the money man.

Attorney Morrison: All right sir, anything else you would like to say?

Gary Overton: That's about it. I just...please give me your consideration in this. I know it's been a while since Dad passed but I'm working diligently all I can and work with me the best you can. Let's get them on the tax rolls and get some income coming in for everybody.

Attorney Morrison: Anything else, sir?

Gary Overton: That's it, thank you.

Attorney Morrison: Thank you very much. Now just a moment please. Mr. Truman, you may cross-examine. You do not have to, but if you have any questions about his testimony you may ask.

Keith Truman: Basically...

Attorney Morrison: Come forward please, sir.

Chairman White: Yeah you'll need to come to the microphone.

Attorney Morrison: Yeah and this is your opportunity to ask him questions; so only questions at this point.

Keith Truman: Looking at the pictures that we all looked at, I mean obviously like the one at 1275 appears to be in fairly good condition. It's hard to tell from the picture. My question would be what I see through the doorway at 165 Alder Branch you know is not a good scenario. And I also would question the...

Attorney Morrison: You're making a statement. Do you have a question? You'll get to make a statement in a minute. But do you have a question?

Keith Truman: My question would be what do the houses look like at 165 & 167 on the inside? And then also what does the house look like that's sitting down on the ground sideways where it's settled? I'd be curious to see what those looked like in comparison to your pictures of the other two.

Gary Overton: The one with the knotty pine was one of those three. There is one floor joist on that corner. We have put together houses in a whole lot worst shape. Dad and I jacked houses back together and put them together. It's one floor joist on that corner. --- holds it up.

Attorney Morrison: All right sir, do you have any other questions?

Keith Truman: No.

Attorney Morrison: All right, thank you. Mr. Overton, you may have your seat now. It is now under procedure since the County has the burden of proof, they get to offer rebuttal evidence, which they may or may not have. Now Mr. Truman at this point you can, if you have it, but you're not required, to offer any testimony or any documents to contradict anything he said. You can't go into a new topic but if you have anything regarding his testimony that you want to contradict by testimony or exhibits you can do it. That's call rebuttal. Do you have any such rebuttal?

Keith Truman: No, not other than the questions I just asked.

Attorney Morrison: All right, fine. Then the evidentiary is concluded. If you would please, Commissioners, let's go to...if you'll go to page 26 of the ordinance, paragraph H: *The Board of Commissioners shall hear their appeal within a reasonable time*, which you have done. *The Notice of Hearing shall be sent to the owner in writing certified or registered and posted on the outside of the structure in question.* That was done. *The hearing conducted shall be quasi-judicial.* We have met that standard. The Board of Commissioners...all right, so this is where we are now. *The Board of Commissioners may affirm*, that means you can uphold what the Building Inspector did, *modify and affirm*, that would mean okay, I'm going to affirm that the County takes action but I'm going to do something different than what you did, or you can revoke the Inspector's order. You can no, we're not going to do anything. Okay, so those are your options and that is what is before you now. And at this point you can discuss it and you can deliberate on it but the deliberations must be in public. If you wanted to recess, you can do that but you can't talk about it amongst yourselves. So I assume you want to go ahead and do it tonight.

Chairman White: Does anybody want to ask any questions of Mr. Truman or Mr. Overton? Does anybody want to deliberate and discuss it?

Commissioner Krainiak: I want to ask Mr. Overton one question.

Chairman White: Otherwise we can close this hearing.

Commissioner Krainiak: I want to ask Mr. Overton one question.

Chairman White: Sure.

Attorney Morrison: You're still under oath.

Gary Overton: Okay.

Commissioner Krainiak: The back page of these pictures shows that the two houses...the school bus and the other one.

Gary Overton: Yes, sir.

Commissioner Krainiak: From this picture it doesn't look like it's salvageable.

Gary Overton: It is.

Commissioner Krainiak: It is?

Gary Overton: I know exactly why the roof is doing that. It was doing that day one, when he brought it in. It's a very simple fix. I could probably fix it in about a day, day and a half worth of labor. It's very simple.

Commissioner Krainiak: Okay. From this picture it doesn't look too good.

Gary Overton: No, it doesn't, it doesn't. It's covered in vines.

Commissioner Krainiak: Because I was thinking the other ones look like...the ones you showed me pictures of, it looked like they were salvageable houses; still functioning, you just put them someplace.

Gary Overton: Yes.

Commissioner Krainiak: And I know what you're talking about; moving houses and stuff like that. I'm familiar with that, as well. But the other ones look like they're goners. So if you were to say you were going to take those houses down, I think that would be a good step forward. But if you think they're salvageable the question is...

Gary Overton: Yes.

Commissioner Krainiak: ...my question is...I know you're looking for an investor but we need to know when.

Gary Overton: I'm talking with Mr. Chuck Hodge out in Arizona. He's a friend of Mr. Randy Williams. I know ya'll are familiar with...people local here are familiar with Mr. Randy Williams, now lives at the beach. He said he'd come before ya'll and beg for some time. He didn't give me a timeframe. He's got all his money tied up right now but he's willing to work with me and either invest himself or find a friend of his to invest. That's not saying 100% that's going to happen because we're people and talks may break down amongst anybody. But I feel like I got a good start and I have another option, someone that might be interested.

Commissioner Krainiak: That's all I have.

Chairman White: Anyone else have any questions they'd like to ask? Okay if not, do we have a motion to close the hearing?

**Motion to close the hearing.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Garry Meiggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

Chairman White: We're now out of public hearing. So now we need to take each property separately and the first one is 165 & 167 Alder Branch Road in Shiloh. So we either need to affirm, deny or modify.

Vice Chairman Riggs: Mr. Chairman.

Chairman White: Yes, sir.

Vice Chairman Riggs: I would like the attorney to clarify the modify. If we were to modify the order and say that he has a certain period of time to make a measurable improvement...

Attorney Morrison: You'll need to define measurable improvement.

Vice Chairman Riggs: Right. Like I mean you say...

Attorney Morrison: Yes, you've got great latitude.

Vice Chairman Riggs: Right. You can say we're going to give you 90 days to make this building waterproof and not covered in vines. That's two measurable pieces. That was an example of the one that's covered in vines. If you remove the vines and make it waterproof in a period of time that's a measurable...that's what I'm talking about when I say a measurable improvement.

Attorney Morrison: Okay. Yeah, you could do that. I would think if you want to do that you would also want to have it inspected to come back before you and the property would have been inspected by Mr. Truman and Mr. Truman would give a report of what he finds.

Vice Chairman Riggs: Well I don't have the same opinion of all of the property but I did with his...one of them he had pictures.

Attorney Morrison: The Chairman is doing this correctly. You're going property by property. So you can do that.

Vice Chairman Riggs: So we can modify on any one of them. As we go through them one by one we can modify one.

Attorney Morrison: You could do something like this, Commissioner Riggs. I think this is what you meant. Okay, we're going to uphold the demolition order of the inspector unless within 90 days or thereabouts as set by the Board, but not sooner than 90 days, you can come in and show us proof that you've done A, B, C, D. And that will be confirmed by the Building Inspector. And if you can't do that, then the demolition order will stand. If that's what you're thinking about that's the kind of thing that you have the option to do.

Commissioner Krainiak: Mr. Chairman...

Chairman White: So the first one we're talking about is the 165 & 167 Alder Branch Road.

Commissioner Krainiak: He knows...Mr. Overton knows his budget, knows what he can do. I would like to suggest that we give him 30 days to come up with a plan of which ones he can start improving on first and complete first. And then you know if he says that one house can be completed with \$2000 or \$20,000 or whatever it may be, complete the job. And let him come up with a plan that says this house will be completed by this; this house will be completed by this and this and this. You know because we...if we start putting the little constraints on each of those pieces of property we don't know what his budget is going to be. Like he did say he was working 12 hours a day just to maintain a business his daddy...

Chairman White: Okay we're just discussing right now.

Attorney Morrison: All right discussing options. Let me put my lawyer hat back on. It would be something like this I think that...you're going to uphold the demolition order unless within 30 days he comes back with a plan, a written plan, containing like how much it's going to cost and when he's going to start construction and so forth, on each of these properties or whatever properties you tell him to. And if he doesn't come back with that plan that meets your satisfaction then the demolition order will stand.

Commissioner Krainiak: That sounds fair and just.

Attorney Morrison: Okay. All right but you can do it as to all properties or you can do it as to individual properties. You can go ahead and say the order stands as to this or it doesn't stand as to any of them or we're going to modify it and do something like Commissioner Krainiak is talking on all of them or one of them or however you want to do it.

Chairman White: Okay. What is your pleasure? Right now we're talking about 165 & 167 Alder Branch.

Attorney Morrison: Maybe the best way to do it, is there any property that the Commissioners think they want to revoke the demolition order period?

Vice Chairman Riggs: The only one that I'm sitting here right this moment considering would be the 1275.

Chairman White: That's the one that's in the better shape; pictures.

Vice Chairman Riggs: That's the newest-moved piece of property.

Attorney Morrison: Now what you can do is...and I don't have any opinion what the rest of you feel, but you could move to revoke the demolition order as to that property, okay, and then that's off the table and we're not dealing with that anymore.

Vice Chairman Riggs: So the way you worded it, we're going to stand with the demolition order unless he can come back with a plan of execution and a timeline in which it can done in a safe and productive manner.

Attorney Morrison: In your discretion. It's got to be presented to you that you would approve that. But what I am suggesting is there may be a property which you don't think anything needs to be done to it right now. Again, I have no opinion. If there is a property that you don't think bears demolition under any circumstances, now is the time to go ahead and identify that and take it off the table. If on the other hand, you think all of them are subject to demolition then the plan we're talking about would be for all the properties. You need to address each property specifically or say all.



Chairman White: Okay.

Vice Chairman Riggs: I'm waiting on ya'll.

Commissioner Krainiak: I'd rather just put a stay on it and give it a 30-day plan and see what he can start contributing to get it complete.

Attorney Morrison: But that would be as to all properties, right; all structures?

Commissioner Krainiak: All the properties, and you're talking about 30 days.

Attorney Morrison: All right then this is what I think is what the Commissioner's motion would be; you are going to amend the revocation order, modify it, that the demolition will stand unless within 30 days...or we need to give him a date specific, but we'll pick a date that we'll meet. He comes back with a specific plan of what he's going to do to the property to make it safe, that's the definition, with a budget and a timeline as to when that construction will be completed satisfactory to the Commissioners.

Commissioner Krainiak: Correct.

Attorney Morrison: Okay, and that would be with regard to all properties. And if he does not do that and he does not satisfy you in 30 days then the demolition will proceed. Is that what you want to do?

Commissioner Krainiak: Sounds fair. I make that motion. Whatever all that he just said, I make that motion.

Chairman White: Randy has made a motion basically that...

Commissioner Krainiak: That was a mouthful.

Chairman White: ...that the demolition will not take place but within 30 days he's got to come back with a written plan and basically state how he's going to make these properties safe...

Attorney Morrison: I think we need to specific, Mr. Chairman, that he will come back to a Board of Commissioners meeting; that we're going to recess the deliberation, then he has to come back on a time and date certain.

Vice Chairman Riggs: Our next meeting is on the 5<sup>th</sup>.

Chairman White: I'd put it in November because the 5<sup>th</sup> is not really 30 days.

Attorney Morrison: All right so you can put it to November 5<sup>th</sup>. That's give him the better part of 60 days.

Chairman White: Which gives you more than 30 days. So...

Attorney Morrison: November 2<sup>nd</sup>, okay.

Vice Chairman Riggs: The 2<sup>nd</sup> of November.

Attorney Morrison: The 2<sup>nd</sup> of November, 7:00. And he's got to...so he doesn't have to have the repairs made so therefore the inspector doesn't need to go out and confirm anything. But he's got to come back and...Mr. Overton, as I understand this motion, you're going to need in writing this is what I'm going to do to each one of these properties. You're going to need to say this is the budget that it will take to do this and you've got to say I can have it done by this time.



Chairman White: Yeah I'd say a timeframe you know. It needs to be realistic.

Attorney Morrison: Then the Commissioners can agree to that, and if you carry that out there will be no demolition. But if the Commissioners do not agree to what you come in with, the demolition will take place forthwith, correct?

Chairman White: Correct. Everybody understand the motion?

Attorney Morrison: Do you understand that, sir?

Gary Overton: Yes.

Chairman White: Any discussion? And this is on all properties so can we lump it together?

Attorney Morrison: All properties. And if you don't come back with anything then the properties are going to be demolished. Okay.

Chairman White: So we have the motion. All in favor of the motion say aye.

**RESULT: PASSED [4-0]**  
**MOVER: Randy Krainiak**  
**AYES: White, Krainiak, Riggs, Meiggs**  
**ABSENT: Munro**

**ITEM 7. CONSENT AGENDA**

- A. BOC Meeting Minutes – August 3, 2020
- B. Closed Session Minutes
- C. Budget Amendments

2020-21-BA001  
CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10330510-402003	LESO Disposal Revenue	\$34,232.28	
<b>Expenses</b>			
105100-557003	LESO Property Expense	\$34,232.28	


**This Budget Amendment is made to appropriate funds to increase LESO revenue & expenses which were received last fiscal year and need to be moved to this fiscal year.**

This will result in no change to the Contingency of the General Fund.  
Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 8<sup>th</sup> day of September, 2020.

*Karen M. Davis*  
Clerk to Board of Commissioners

*Tom White*  
Chairman, Board of Commissioners



2020-21-BA002  
CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
19380400-433500	Cares Act Funds	\$426,810	
<b>Expenses</b>			
194200-502000	Cares Act Salaries	\$ 75,000	
194200-533000	Cares Act Supplies	101,810	
194200-533100	Cares Act Grant Funds	150,000	
194200-557000	Cares Act Miscellaneous	100,000	


**This Budget Amendment is made to appropriate funds to increase CARES ACT revenue & expenses which were received last fiscal year and need to be moved to this fiscal year.**

This will result in no change to the Contingency of the General Fund.  
Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 8<sup>th</sup> day of September, 2020.

*Karen M. Davis*  
Clerk to Board of Commissioners

*Tom White*  
Chairman, Board of Commissioners



Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

D. DMV Monthly Report

STATE OF NORTH CAROLINA  
 COUNTY OF CAMDEN  
 TO: The Tax Administrator of Camden County October Renewals Due 11/15/20


You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.

SOUTH MILLS	COURTHOUSE	SHILOH	TOTAL
20,479.57	22,515.70	11,635.08	54,630.35

Witness my hand and official seal this 6<sup>th</sup> day of September 2020

*Tom White*  
 Chairman, Camden County Board of Commissioners

Attest:  
*Karen M. Davis*  
 Clerk to the Board of Commissioners of Camden County



This is to certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.

*Risa S. Anderson*  
 Tax Administrator of Camden County

E. Tax Collection Report

**Tax Collection Report**  
 JULY 2020

Day	Amount	Amount	Name of Account	Deposits	Internet
	\$	\$		\$	\$
1	9,909.50			9,909.50	
2	7,249.60			7,249.60	
6	6,050.22		Refund - 91452	6,050.22	
7	2,959.00		Refund - 91455	2,959.00	
8	7,793.50			7,793.50	
9	7,946.40			7,946.40	
10	2,051.00			2,051.00	
13	11,580.94		Refund - 91219	11,580.94	
14	2,348.03			2,348.03	
15	15,597.54			15,597.54	
16	703.09			703.09	
17	7,088.36		Refund - 9214835	7,088.36	
20	2,773.00			2,773.00	
21	1,489.07				1,489.07
	12,484.91			12,484.91	
24	15,577.12			15,577.12	
27	556.43			556.43	
28	11,465.13		Invoic adjustment - 51147	11,465.13	
29	4,506.38			4,506.38	
30	224.45			224.45	
31	18,663.23		Refund - 9130	18,663.23	
	21,264.84				19,845.99
	3,977.90			3,977.90	
			Adjusted Interest - Craig Scott Carey		
			Pick-up 2/18/1 - P-16179-19 - 93147		
			Adjustment- PSN collection on 7/31/2020		
			in the amount of \$1,418.85		
	\$ 174,279.64	\$ -		\$ 151,525.73	21,335.06
<b>Total Deposits and PSN</b>	<b>\$ 174,279.64</b>			<b>\$ 172,860.79</b>	
			PSN Checks - \$3.00 - for info only, fees were paid to PSN		
	\$ (2,252.71)		Refund		
	\$ -		Over		
	\$ -		Shortage		
	\$ (1,430.32)		Adjustment		
<b>Grand Total</b>	<b>\$ 170,596.61</b>				

Submitted by: *Risa S. Anderson* Date: 8-27-2020  
 Approved by: *Tom White* Date: 9-8-20

Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

F. Vehicle Refunds Over \$100

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

JULY, 2020 REFUNDS OVER \$100.00

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Low Type	Change	Interest Change	Total Change	
DECOTEAU, EDGAR NORMAN	DECOTEAU, EDGAR NORMAN		190 BILLETTS BRIDGE RD	CAMDEN, NC 27921	Proration	0051849892	RAH9346	AUTHORIZED	129569024	Refund Generated due to proration on Bill #0051849892-2019-0000-00	Tag Surrender	07/28/2020	7/31/2020 8:18:24 AM	1843	Tax	(\$117.07)	\$0.00	(\$117.07)	
HARTUNG, MAX LORRAINE JR	HARTUNG, MAX LORRAINE JR		18579 HOBBLER LN	LORE CITY, OH 43755	Proration	0051436178	HEA8028	AUTHORIZED	129174962	Refund Generated due to proration on Bill #0051436178-2019-0000-00	Tag Surrender	07/21/2020	7/28/2020 4:37:46 PM	1843	Tax	(\$133.45)	\$0.00	(\$133.45)	
JAMES, DONALD RAY	JAMES, DONALD RAY	JAMES, B LINDSEY	119 MARLAS WAY	CAMDEN, NC 27921	Proration	0051916086	HPX2018	AUTHORIZED	129174972	Refund Generated due to proration on Bill #0051916086-2019-0000-00	Tag Surrender	07/21/2020	7/28/2020 4:37:48 PM	1843	Tax	(\$143.70)	\$0.00	(\$143.70)	
MENKING, JOSIAH JAMES	MENKING, JOSIAH JAMES		137 MILL RUN LOOP	SOUTH MILLS, NC 27976	Proration	0052168874	GBX0606A	AUTHORIZED	128763454	Refund Generated due to proration on Bill #0052168874-2019-0000-00	Tag Surrender	07/14/2020	7/16/2020 6:37:18 AM	1843	Tax	(\$226.09)	\$0.00	(\$226.09)	

Submitted by Risa S. Anderson Date 8-6-2020  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by G. Tom White Date 9-8-2020  
 G. Tom White, Chairman Camden County Board of Commissioners

G. Pickups, Releases & Refunds

NAME	REASON	NO.
Jerry Adam Stevenson	Code enforcement - grass cutting - pick-up	Pick-up/21846
	\$250.00	R-118182-2019
John Matthew Carte	Double listed, new owner- as John Fischman purchased in 2018 auction - for release	Pick-up/21842
	\$274.06	P-16702-2019
Craig Scott Carey	No longer in Camden - for refund	Pick-up/21841
	\$210.93	P-16179-2019
George Rowland	Not in Camden - for release	Pick-up/21837
	\$182.96	P-17711-2019
George Rowland	Not in Camden - for release	Pick-up/21836
	\$195.35	P-16084-2018
Keeter Barn LLC	Roll Back Taxes - for pick-up	Pick-up/21847
	\$13,446.11	R-102742-2017
		R-110004-2018
		R-117333-2019
Colby William Gray	Turned in plates - Refund	54912343
	\$108.21	Year - 2020
Nicholas Lawrence Baker	Turned in plates - Refund	52796346
	\$142.54	years - 2019
Sandra B. Rowe	Roll back taxes - 4.33 acres- Pick-up	Pick-up/21868
	\$251.36	R-105698-2017
		R-112976-2018
		R-120326*2019

H. Authorization for CARES Act Disbursements

Authorization to increase the COVID-19 Small Business and Non-Profit Relief Fund program amount and approve disbursement of remaining funds.

**REQUEST:**  
Board of Commissioners authorization to increase the grant program amount to provide relief to the remaining small businesses and non-profits impacted by the COVID-19 pandemic. The program is being funded through an allocation of the Coronavirus Relief Funds provided through the federal CARES Act.

Board of Commissioners authorization to disburse \$460K between Emergency Management, Camden County Schools, Payroll expenses for those that are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, expenses for PPE supplies, as well as technology and facility updates for the Sheriff's Office, Fire Department, and Courthouse.


**BACKGROUND:**  
During a meeting between staff and with the NC Pandemic Recovery Office (NCPRO) on May 6, 2020 a plan was discussed for the County Distribution of the Coronavirus Relief Fund in the amount of \$426,810, with a second allotment being awarded in August 2020 of \$210,906; a total Coronavirus Relief Fund Program amount of \$637,716.

The original plan was completed and submitted to NCPRO for review on May 27, 2020. The revised plan includes a number of areas where the funds can be spent, including grant funding to assist small businesses and non-profits negatively affected by the COVID-19 pandemic, facility and technology updates for County Departments, supplies, funding for Camden County Schools, Emergency Management, and payroll for those directly responding to the public health emergency. Staff have developed this program to provide grant funds to eligible entities which would not need to be repaid by the selected awardees. One of the objectives of the Grant Program is to support eligible small businesses, including non-profit organizations in Camden County, through grants to address costs of business interruptions caused by required closures.

**TIMING:**  
Board action is requested on September 8, 2020 in order to complete the grant program by November 1, 2020.

**RECOMMENDATION:**  
The County Manager recommends the Board of Commissioners approve an increase in the previously approved \$80K-\$100K for small businesses and non-profits affected by the COVID-19 pandemic to \$150K in order to continue approving the remaining applicants, as well as authorize the County Manager to continue to administer the Grant Program to meet program objectives as outlined in the above request.

I. Resolution 2020-09-04 NCDOT Request



**Resolution No. 2020-09-04**

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION REQUEST FOR ADDITIONS TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina  
County of Camden  
Road Descriptions: Mill Run Loop in Mill Run Subdivision  
South Hills Township

**WHEREAS**, the attached petition has been filed with the Board of Commissioners of the County of Camden requesting that the above described road(s), the location of which has been indicated on the attached map, be added to the Secondary Road system; and

**WHEREAS**, the Board of Commissioners is of the opinion that the above described roads should be added to the Secondary Road System, if the roads meet minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Camden that the Division of Highways is hereby requested to review the above described road(s) and to take over the roads for maintenance if they meet established standards and the criteria.

*Tom White*  
Tom White, Chairman  
Camden County Board of Commissioners

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Camden at a meeting on the 8<sup>th</sup> day of September, 2020.

*Karen M. Davis*  
Karen M. Davis  
Clerk to the Board of Commissioners  
County of Camden, NC



Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)

- J. Set Public Hearing - Set Public Hearing for Sale of Property located within the Camden County Commerce Park.

**Motion to approve the Consent Agenda as presented.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

**ITEM 8. COUNTY MANAGER'S REPORT**

County Manager Ken Bowman included the following in his report:

- A COVID-19 test site was established at the New Sawyer's Creek Baptist Church on August 24<sup>th</sup>. Approximately 60 people participated.
- CARES Act Funding – To date over 70 small businesses in Camden County have participated and submitted applications for grant funding. Over \$100k has been disbursed to these small businesses. The next phase of the program will soon be implemented which focuses on upgrades and improvements within the departments, schools and partnerships. Appreciation to Alexandra Lekki for her excellent work in meeting with the local business owners and getting the word out about this program.
- Met with Dr. Ferrell on August 20<sup>th</sup> to visit Grandy Primary School to get a firsthand look of what they are experiencing with the new normal. It is a challenge for the teachers and the students as all as the parents.
- Ashley Jennings has completed the certification program for Deputy Register of Deeds through the NC Association of Registers of Deeds. Ashley is now a Certified Deputy Register of Deeds. Congratulations!
- The Governor has moved the State into Phase 2.5, which has allowed Parks and Recreation to reopen our playgrounds.
- Camden County has the lowest unemployment rate in the State for the month of July at 6.1%.
- The application requesting LGC approval of issuance of the proposed bond for \$33m for the high school was formally approved by the LGC on September 1, 2020.

**ITEM 9. COMMISSIONERS' REPORTS**

None.

**ITEM 10. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES**

The following was provided for information purposes:

- A. Library Report
- B. Register of Deeds Report

**ITEM 11. OTHER MATTERS**

None.

**ITEM 12. ADJOURN**

There being no further matters for discussion Chairman White called for a motion to adjourn.

**Motion to adjourn.**

<b>RESULT:</b>	<b>PASSED [4-0]</b>
<b>MOVER:</b>	Garry Meiggs
<b>AYES:</b>	White, Krainiak, Riggs, Meiggs
<b>ABSENT:</b>	Munro

Chairman White adjourned the meeting at 10:00 PM.

ATTEST:

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Tom White, Chairman  
Camden County Board of Commissioners

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Karen M. Davis  
Clerk to the Board of Commissioners

DRAFT

Attachment: bocminutes\_090820 (2797 : BOC Meeting Minutes - September 8, 2020)



**CAMDEN COUNTY**  
NORTH CAROLINA • USA

*Boundless Opportunities.*

**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.B  
**Meeting Date:** October 05, 2020  
**Submitted By:** Stephanie Jackson, HR Director  
Finance  
Prepared by: Karen Davis  
**Item Title** **Budget Amendments**  
**Attachments:** Budget Amendments (PDF)

2020-21-BA003

**CAMDEN COUNTY BUDGET AMENDMENT**

**BE IT ORDAINED** by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10390510-433500	Miscellaneous Revenue	\$21,757.20	
<b>Expenses</b>			
105100-557000	Miscellaneous Expense	\$21,757.20	

**This Budget Amendment is made to appropriate funds to increase the Sheriff's Miscellaneous revenue & expenses due to a reimbursable grant received from the Department of Public Safety.**

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

**Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 5<sup>th</sup> day of October, 2020.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chairman, Board of Commissioners

Attachment: Budget Amendments (2803 : Budget Amendments)



2020-21-BA004

## CAMDEN COUNTY BUDGET AMENDMENT

**BE IT ORDAINED** by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10340605-432700	Fees Collected Revenue	\$600.00	
<b>Expenses</b>			
106050-533120	4-H Supplies Expense	\$600.00	

**This Budget Amendment is made to appropriate funds to increase the Cooperative Extension's revenue & expenses due to a reimbursable grant received from EMS.**

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

**Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 5<sup>th</sup> day of October, 2020.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chairman, Board of Commissioners

Attachment: Budget Amendments (2803 : Budget Amendments)



**CAMDEN COUNTY**  
NORTH CAROLINA • USA

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**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.C  
**Meeting Date:** October 05, 2020

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** **DMV Monthly Report**

**Attachments:** DMV Monthly Report Nov, 2020 Ren (PDF)

**Summary:** DMV Monthly Report November, 2020 Renewals Due 12/15/2020

**Recommendation:** Review and Approve

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County November Renewals Due 12/15/20

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.

SOUTH MILLS	COURTHOUSE	SHILOH	TOTAL
22,756.51	20,194.92	11,782.44	54,733.87

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairman, Camden County Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners of Camden County

This is to certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.

*Lisa S. Anderson*  
\_\_\_\_\_  
Tax Administrator of Camden County

Attachment: DMV Monthly Report Nov, 2020 Ren (2795 : DMV Monthly Report)



**CAMDEN COUNTY**  
NORTH CAROLINA • USA

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**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.D  
**Meeting Date:** October 05, 2020  
**Submitted By:** Lisa Anderson, Tax Administrator  
Taxes  
Prepared by: Karen Davis  
**Item Title** **Tax Collection Report**  
**Attachments:** Tax Collection Report (PDF)

**Tax Collection Report**  
**AUGUST 2020**

Day	Amount	Amount	Name of Account	Deposits	Internet
	\$	\$		\$	\$
3	1,535.33			1,535.33	
4	45,013.57			45,013.57	
5	1,063.29			1,063.29	
6	8,240.24			8,240.24	
7	11,284.17			11,284.17	
10	9,804.00			9,804.00	
11	423.91				423.91
	3,302.75			3,302.75	
12	440.75			440.75	
13	9,683.84			9,683.84	
14	21,928.75			21,928.75	
17	11,461.04			11,461.04	
18	3,861.32			3,861.32	
19	4,427.95			4,427.95	
20	852.14			852.14	
4	5,372.12			5,372.12	
24	8,667.91			8,667.91	
25	7,897.67		Refund - \$4.33	7,897.67	
26	481.00		Over - \$0.44	481.00	
27	2,057.24			2,057.24	
	3,326.39				3,326.39
28	17,543.26			17,543.26	
31	7,173.66		Refund - \$11.66	7,173.66	
	3,077.47		Refund - \$1.68		3,077.47
	5,181.86			5,181.86	
	\$ 194,101.63	\$ -		\$ 187,273.86	6,827.77
<b>Total Deposits and PSN</b>	<b>\$ 194,101.63</b>			<b>\$ 194,101.63</b>	
		PSN Checks - \$ 13.00 - for info only, fees were paid to PSN			
	\$ (21.54)	Refund			
	\$ (0.44)	Over			
	\$ -	Shortage			
	\$ -	Adjustment			
<b>Grand Total</b>	<b>\$ 194,079.65</b>				

Attachment: Tax Collection Report (2790 : Tax Collection Report)

Submitted by: Asia S. Anderson Date: 9-2-2020

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**CAMDEN COUNTY**

NORTH CAROLINA • USA

*Boundless Opportunities.***Board of Commissioners  
AGENDA ITEM SUMMARY SHEET****Consent Agenda**

**Item Number:** 7.E  
**Meeting Date:** October 05, 2020

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** **Vehicle Refunds Over \$100.00**

**Attachments:** Vehicle August Refunds Over \$100.00 (PDF)

**Summary:** Vehicle Refunds Over \$100.00 August, 2020

**Recommendation:** Review and Approve

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

AUG, 2020 REFUNDS OVER \$100.00



Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason Tag	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Charge	Interest Change	Total Change
BAKER, NICHOLAS LAWRENCE	BAKER, NICHOLAS LAWRENCE		123 WAYLAND CRT	SOUTH MILLS, NC 27976	Proration	0052796346	FH2640	AUTHORIZED	130821628	Refund Generated due to proration on Bill #0052796346-2019-2019-0000-00	Tag Surrender	08/18/2020	8/19/2020 12:07:29 PM	1843	Tax	(\$1.90)	\$0.00	(\$1.90)
BRAY, VERNON DOUGLAS SR	BRAY, VERNON DOUGLAS SR		363 IVY NECK RD	CAMDEN, NC 27921	Proration	0054912343	TCT3877	AUTHORIZED	130821608	Refund Generated due to proration on Bill #0054912343-2020-2020-0000-00	Tag Surrender	08/18/2020	8/19/2020 12:07:29 PM	1843	Tax	(\$106.77)	\$0.00	(\$106.77)
														2	Tax	(\$1.44)	\$0.00	(\$1.44)
																Refund	\$142.54	\$142.54
																Refund	\$106.77	\$106.77
																Refund	\$1.44	\$1.44
																Refund	\$106.21	\$106.21

Submitted by Lisa S. Anderson Date 9-14-2020  
Lisa S. Anderson, Tax Administrator Camden County

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
G. Tom White, Chairman Camden County Board of Commissioners



# CAMDEN COUNTY

NORTH CAROLINA • USA

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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Consent Agenda

**Item Number:** 7.F

**Meeting Date:** October 05, 2020

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title**                      **Refunds Over \$100.00**

**Attachments:**                      August Refunds Over \$100.00      (PDF)

**Summary:** Refunds Over \$100.00 August, 2020

**Recommendation:** Review and Approve



**REFUNDS OVER \$100.00**

Refunds to be Issued by Finance Office

CAMDEN COUNTY

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
194.51	APRIL D. PIERCE 9130 E. PLACITA RIVAS TUCSON AZ 857499217	2017 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253790
197.21	CAREY, CRAIG SCOTT 2241 ANGLER LANE CHESAPEAKE VA 23323	2019 P 0003109 RELEASED BOAT. IN VIRGINIA.	20200911 99 253783
356.34	LONG SWAMP FARM PO BOX 745 ELIZABETH CITY NC 27907	2019 R 02-8918-00-56-2964.0000 STORM WATER CORRECTION	20200911 99 253782
186.41	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2015 R 01-7998-00-20-0710.0000 PARCEL DUPLICATED	20200911 99 253786
186.41	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2016 R 01-7998-00-20-0710.0000 PARCEL DUPLICATED	20200911 99 253787
209.71	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2018 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253788
209.71	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2019 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253789
150.23	WENTZ, SCOTT 577 HWY 343 S CAMDEN NC 27921	2018 R 02-8944-00-82-1149.0000 VALUE CORRECTION R120792/18	20200911 99 253792
150.22	WENTZ, SCOTT 577 HWY 343 S CAMDEN NC 27921	2019 R 02-8944-00-82-1149.0000 VALUE CORRECTION R120792/19	20200911 99 253794

1,840.75 Total Refunds

\*\*\*

Submitted by *Lisa S. Anderson* Date 9-14-2020  
Lisa S. Anderson, Tax Administrator Camden County

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
G. Tom White, Chairman Camden County Board Of Commissioners



**CAMDEN COUNTY**  
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**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.G  
**Meeting Date:** October 05, 2020

**Submitted By:** Lisa Anderson, Tax Administrator  
Taxes  
Prepared by: Karen Davis

**Item Title** **Pickups, Releases & Refunds**

**Attachments:** Pickups, Releases & Refunds (PDF)





**CAMDEN COUNTY**  
NORTH CAROLINA • USA

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**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.H  
**Meeting Date:** October 05, 2020  
**Submitted By:** Kevin Jones,  
Sheriff  
Prepared by: Karen Davis  
**Item Title** **Surplus Property Request**  
**Attachments:** Surplus Property (PDF)



# Surplus Property Request

Requested by:

Brandon Blount *RB*

Sell       Dispose

Department:

Sheriff's Office

Item:

2008 Dodge Charger

Disposal Method:

GovDeals

Suggested Value:

\$500.00

Reason for surplus:

Mileage out, cost of repairs

Manager Approval

*[Signature]*

Disposal Method:

*GovDeals*

Value:

Comments:

## Board Approval

Approved       Denied      Date:

Comments:

## Final Disposition Date:

Method:

Amount:

Purchased by:

Item Description

Attachment: Surplus Property (2800 : Surplus Property Request)



# Surplus Property Request

Requested by:

Brandon Blount *BB*

Sell     Dispose

Department:

Sheriff's Office

Item:

2013 Dodge Charger

Disposal Method:

GovDeals

Suggested Value:

\$500.00

Reason for surplus:

Mileage out, cost of repairs

Manager Approval

*[Signature]*

Disposal Method:

*GovDeals*

Value:

Comments:

### Board Approval

Approved     Denied    Date:

Comments:

### Final Disposition Date:

Method:

Amount:

Purchased by:

Item Description

Attachment: Surplus Property (2800 : Surplus Property Request)



# Surplus Property Request

Requested by: Brandon Blount *BB*

Sell       Dispose

Department: Sheriff's Office

Item: 2015 Dodge Charger

Disposal Method: GovDeals

Suggested Value: \$500.00

Reason for surplus: Mileage out, cost of repairs

Manager Approval *[Signature]*

Disposal Method: *GovDeals*

Value:

Comments:

### Board Approval

Approved       Denied      Date:

Comments:

### Final Disposition Date:

Method:

Amount:

Purchased by:

Item Description

Attachment: Surplus Property (2800 : Surplus Property Request)



# Surplus Property Request

Requested by: Brandon Blount *BBB*  
 Sell       Dispose

Department: Sheriff's Office

Item: 2011 Dodge Charger

Disposal Method: GovDeals

Suggested Value: \$500.00

Reason for surplus: Mileage out, cost of repairs

Manager Approval: *[Signature]*

Disposal Method: *GovDeals*

Value:

Comments:

### Board Approval

Approved       Denied      Date:

Comments:

### Final Disposition Date:

Method:

Amount:

Purchased by:

Item Description

Attachment: Surplus Property (2800 : Surplus Property Request)





# Surplus Property Request

Requested by: Brandon Blount *BBB*

Sell       Dispose

Department: Sheriff's Office

Item: Office furniture; miscellaneous

Disposal Method: GovDeals

Suggested Value: \$50.00

Reason for surplus: Extra don't need

Manager Approval *[Signature]*

Disposal Method: *GovDeals*

Value:

Comments:

### Board Approval

Approved       Denied      Date:

Comments:

### Final Disposition Date:

Method:

Amount:

Purchased by:

Item Description

2-Office desk

1-Cabinet

Attachment: Surplus Property (2800 : Surplus Property Request)



**CAMDEN COUNTY**  
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**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

Consent Agenda

**Item Number:** 7.I  
**Meeting Date:** October 05, 2020  
**Submitted By:** Lisa Anderson, Tax Administrator  
 Taxes  
 Prepared by: Lisa Anderson  
**Item Title** **Order for the Collection of 2020 Taxes**  
**Attachments:** order to collect taxes (DOCX)  
**Summary:** Order for the collection of 2020 taxes  
**Recommendation:** Review and approve.

NORTH CAROLINA  
CAMDEN COUNTY

ORDER OF THE BOARD OF COMMISSIONERS  
IN ACCORDANCE WITH G.S. 105-321  
FOR THE COLLECTION OF  
2020 TAXES

TO: THE TAX ADMINISTRATOR OF CAMDEN COUNTY

You are hereby authorized, empowered and commanded to collect the taxes set forth in the 2020 tax records filed in the office of the Camden County Tax Administrator, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered and commanded to collect the 2020 taxes charged and assessed as provided by law for adjustments, changes and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Camden County, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

WITNESS my hand and official seal, this 5th day of October, 2020.

\_\_\_\_\_  
Chairman  
Camden County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk  
Camden County Board of Commissioners

Attachment: order to collect taxes (2809 : Order for the Collection of 2020 Taxes)



# CAMDEN COUNTY

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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Consent Agenda

<b>Item Number:</b>	7J
<b>Meeting Date:</b>	October 05, 2020
<b>Submitted By:</b>	Ken Bowman, Administration Prepared by: Karen Davis
<b>Item Title</b>	<b>ABC Funds Report FY 2019-2020</b>
<b>Attachments:</b>	ABC Funds Report for FY 19-20 Camden (DOCX)

## **ABC Funds Report for FY 19-20**

County: Camden

Amount of ABC Funds Received \$ 5,684.16

ABC Funds Restrictions per County Allocation: None

Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that were paid from July 1, 2019 to June 30, 2020.

Purchase of Naloxone Kits: Trillium purchased and distributed in Camden County 20 Naloxone kits at \$1500.00 to Camden County Manager.

Access Point Kiosk – The Kiosk provides anonymous evidence-based self-conducted screenings for mental health and substance use to potentially link individuals to appropriate services. The **annual** cost is \$1181.00 for these kiosk per year.

\*Substance Abuse Treatment Services: \$ 137,889 was paid for 41 individuals from your county to providers for substance abuse treatment.

These Substance abuse treatment expenditures were spent for the treatment of alcoholism or substance abuse. These funds were paid to providers who contracted with Trillium to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation
- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

\*Denotes State and ABC funds paid for services for consumers residing in Camden County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.



**CAMDEN COUNTY**  
NORTH CAROLINA • USA

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**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.K  
**Meeting Date:** October 05, 2020  
**Submitted By:** Karen Davis, Clerk to the Board  
 Board of Commissioners  
 Prepared by: Karen Davis  
**Item Title** **Proclamation - Domestic Violence Awareness Month**  
**Attachments:** Domestic Violence Awareness Month Proclamation  
 (DOCX)

**Summary:**

It is the request of Albemarle Hopeline that the Board of Commissioners adopt the attached Proclamation, designating October 2020 as Domestic Violence Awareness Month in Camden County.

**Recommendation:**

Adopt Proclamation.



**PROCLAMATION FOR DOMESTIC VIOLENCE  
AWARENESS MONTH**

*OCTOBER 2020*

**WHEREAS**, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and

**WHEREAS**, intimate partner violence accounts for 15% of all violent crime; and

**WHEREAS**, 1 in 4 women and 1 in 9 men experience severe intimate partner physical violence, sexual violence, or stalking; and

**WHEREAS**, according to the North Carolina Coalition Against Domestic Violence, there were 57 homicides attributed to domestic violence in North Carolina in 2019, and 44 to date already in 2020; and

**WHEREAS**, the County of Camden recognizes the significant impact of domestic violence on individuals, families, children, schools, and workplaces in our community; and

**WHEREAS**, by working together, we can raise awareness and break the cycle of violence in order to build communities that are safe for everyone;

**NOW, THEREFORE, BE IT RESOLVED** that the Camden County Board of Commissioners do hereby proclaim October, 2020 as “DOMESTIC VIOLENCE AWARENESS MONTH”, and commend its observance to all citizens.

This, the 5<sup>th</sup> day of October 2020.

ATTEST:

\_\_\_\_\_  
Tom White, Chairman  
Camden County Board of Commissioners

\_\_\_\_\_  
Karen M. Davis  
Clerk to the Board of Commissioners





# CAMDEN COUNTY

NORTH CAROLINA • USA

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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Consent Agenda

**Item Number:** 7.L  
**Meeting Date:** October 05, 2020

**Submitted By:** Dan Porter, Planning Director  
 Planning & Zoning  
 Prepared by: Karen Davis

**Item Title** **Set Public Hearing - Rezoning Application**

**Attachments:** 913Hwy343\_AgendaSummaryBOC20201005  
 (DOCX)  
 20201005\_913HWY343S\_RezoningFinding  
 (DOCX)  
 Application (PDF)  
 NeighborhoodMeetingResults (PDF)  
 PrincipleUseTableComparison (PDF)  
 Deed (PDF)

Find attached summary, supporting documentation and recommendation.

**Camden County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** October 5, 2020

**Attachments:** 913 Hwy 343 South - Staff Findings

**Submitted By:** Planning Department

**Item Title:** Rezoning Request Richard Krainiak

**Summary:**

Richard Krainiak has requested to rezone approximately 3 acres for Village Commercial to Neighborhood Residential. The property is located at 913 Hwy 343 South in the Shiloh Core Village. The Neighborhood meeting was held on August 31, 2020. The Planning Board on September 16, 2020 voted to approve the rezoning request on a 5-0 vote.

The requested zoning change is inconsistent with both the CAMA and Comprehensive Future Land Use Maps that reflect the land as Community Core and Village Center.

**Recommendation:** Set Public Hearing for November 2, 2020

**STAFF REPORT**

**UDO 2020-09-14  
Zoning Map Amendment**

**PROJECT INFORMATION**

**File Reference:** UDO 2020-09-14  
**Project Name:** N/A  
**PIN:** 03-8953-04-80-2636  
  
**Applicant:** Richard Krainiak  
**Address:** 103 Camellia Drive  
Camden, NC 27921  
**Phone:** 252-333-0787  
**Email:** rickykrainiak@yahoo.com

**Agent for Applicant:** Self  
**Address:**  
**Phone:**  
**Fax:**  
**Email:**

**Current Owner of Record:** Applicant

**Meeting Dates:**  
8/31/2020 **Neighborhood Meeting**  
9/16/2020 **Planning Board Approved 5-0**

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

**Application Fee paid:** \$650.00 Ck# 2156

**Completeness of Application:** Application is generally complete

**Documents received upon filing of application or otherwise included:**

- A.** Rezoning Application
- B.** Deed
- C.** GIS Aerial, Current zoning, Comprehensive Plan Future Land Use and CAMA Land Use Plan Suitability Maps
- D.** Neighborhood Meeting Comments
- E.** Zoning Comparison RR and NR

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

Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

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

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

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

The Neighborhood Residential (NR) district serves as a transition district from the rural and suburban portions of the County to areas proximate to village centers and major commercial corridors. The district is intended to accommodate single-family detached homes in a neighborhood setting at moderate densities. Mobile and manufactured homes on individual lots, conservation subdivisions, and agricultural uses are limited in order to preserve the district's neighborhood character. Manufactured homes are not allowed on lots within 5,280 linear feet of a village center boundary. The district's 40,000-square-foot minimum lot area may be reduced when lots are within one mile of a designated village center boundary and served by public sewer. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the district's single-family detached neighborhood character.

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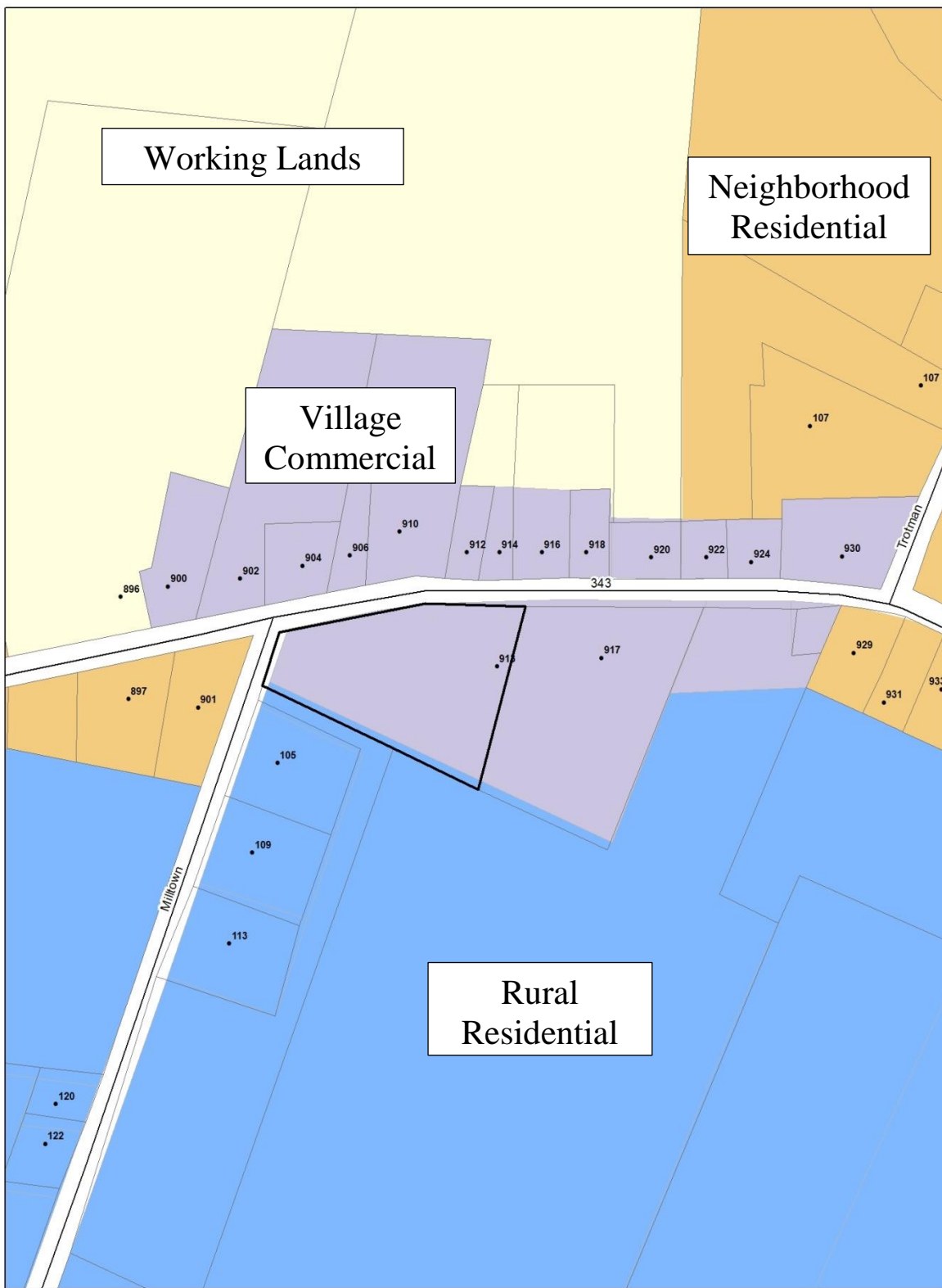


**PROJECT LOCATION: Vicinity Map: Shiloh Township**



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

### Zoning Map:



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

CAMA Land Suitability:



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)



Wetlands Map

Floodplain Map

Watershed Map



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

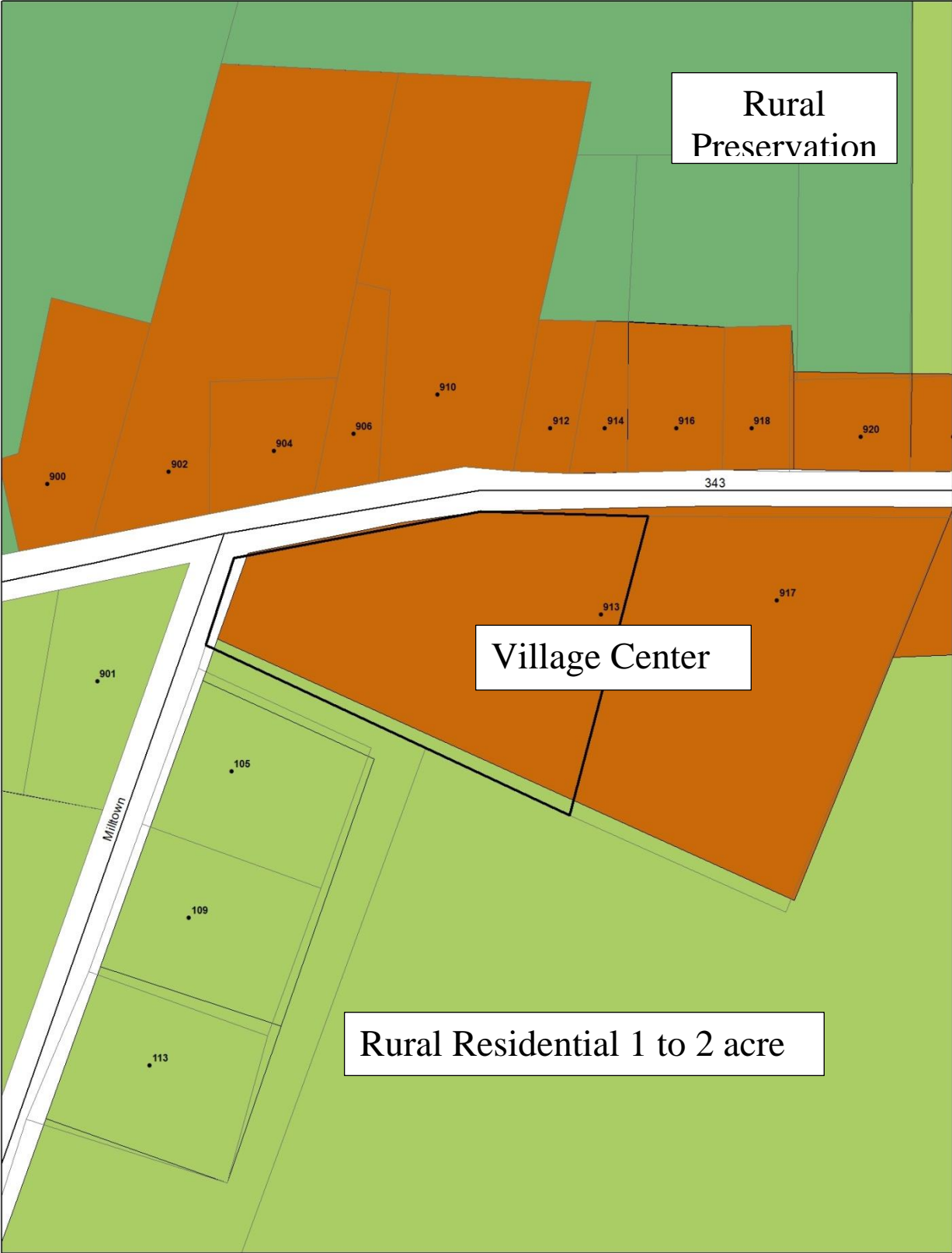


**Drainage; Black arrows show apparent water flow**



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

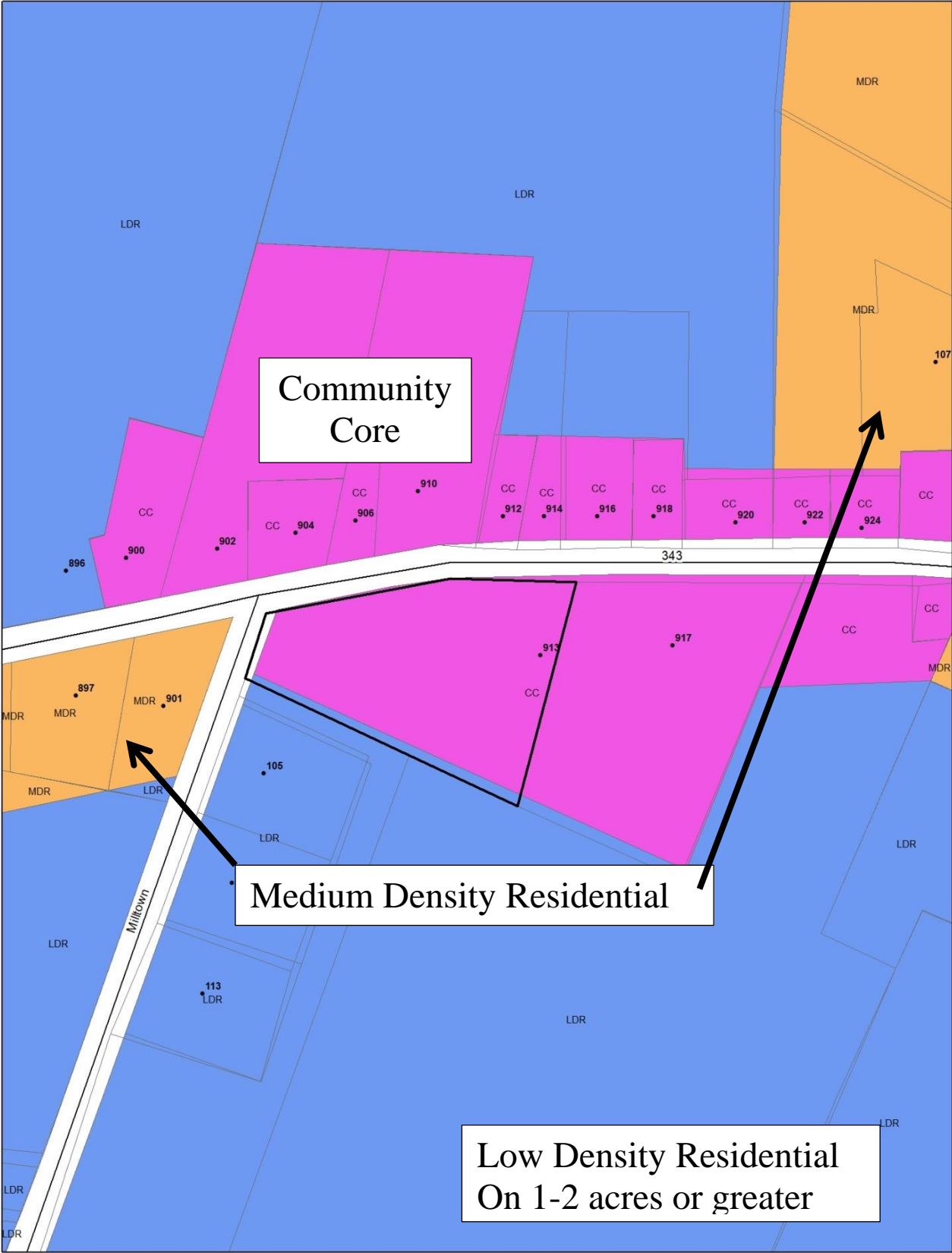
Comprehensive Plan Future Land Use Map



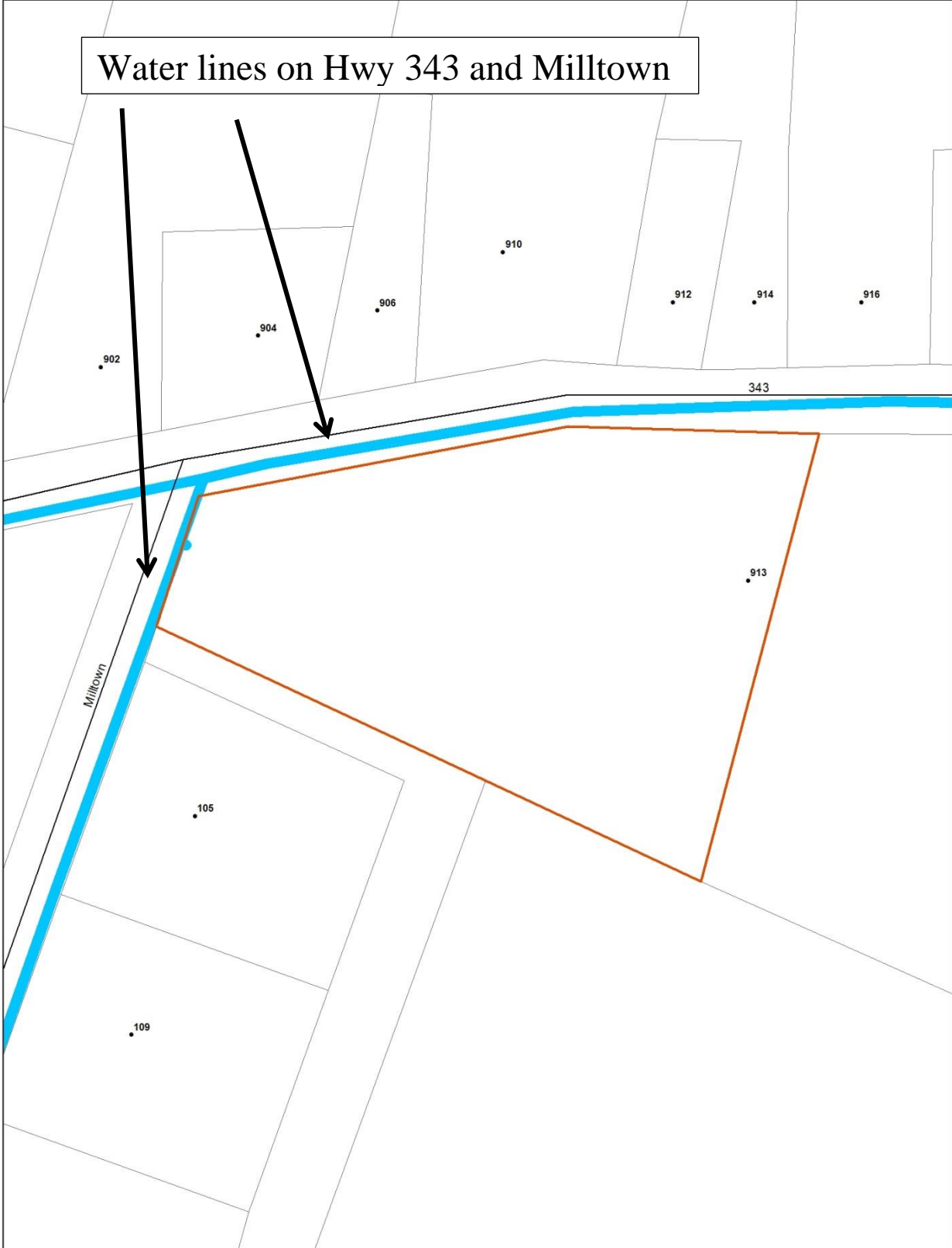
Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)



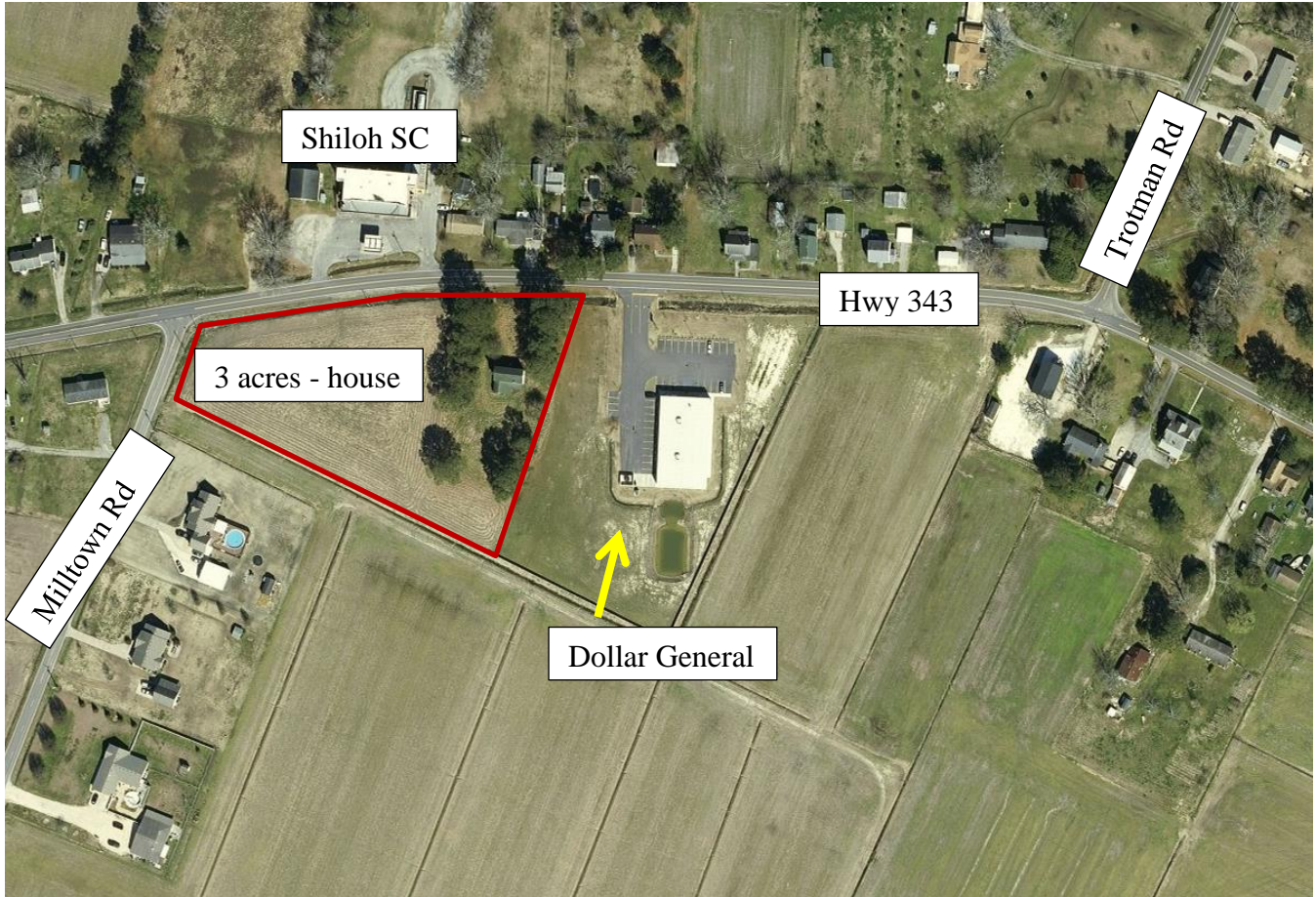
CAMA Future Land Use Map



Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)



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**SITE DATA**

**Lot size:** Approximately 3 acres.  
**Flood Zone:** X  
**Zoning District(s):** Village Commercial (VC)  
**Existing Land Uses:** Vacant- House and Farmland

**Adjacent Zoning & Uses:**

	North	South	East	West
<b>Zoning</b>	Village Commercial (VC)	Rural Residential (RR)	Village Commercial (VC)	Rural/Neighborhood Residential (RR/NR)
<b>Use &amp; size</b>	Commercial Business/ Residential	Residential Lots	Commercial Business	Residential Lots/Farmland

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

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

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**ENVIRONMENTAL ASSESSMENT**

**Streams, Creeks, Major Ditches:**

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

**INFRASTRUCTURE & COMMUNITY FACILITIES**

<b>Water</b>	Water lines are located adjacent to property along Highway 343 and Milltown Road.
<b>Sewer</b>	Not available.
<b>Fire District</b>	Shiloh Fire District.
<b>Schools</b>	Proposed zoning will have minimal impact on Schools.
<b>Traffic</b>	Proposed zoning will have minimal impact on Traffic

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**PLANS CONSISTENCY**

**CAMA Land Use Plan Policies & Objectives:**

Consistent       Inconsistent

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

**2035 Comprehensive Plan**

Consistent       Inconsistent

While the current Rural Residential Zoning requires a minimum of two acres, the proposed zoning change is consistent as the County’s Comprehensive Plan (Adopted 2012) as the Future Land Use Map shows the property to be Village Center.

**Comprehensive Transportation Plan**

Consistent       Inconsistent

Property abuts Hwy 343 South and Milltown Road.

**Other Plans officially adopted by the Board of Commissioners**

N/A

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**FINDINGS REGARDING ADDITIONAL REQUIREMENTS:**

Yes  No  **Will the proposed zoning change enhance the public health, safety or welfare?**

**Reasoning:** The Parcel is intended to be part of Village Center

Yes  No  **Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?**

**Reasoning:** The Core Village is intended for Commercial Use

**For proposals to re-zone to non-residential districts along major arterial roads:**

Yes  No  **Is this an expansion of an adjacent zoning district of the same classification? N/A**

**Reasoning:**

Yes  No  **What extraordinary showing of public need or demand is met by this application? N/A**

**Reasoning:**

Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)



Yes  No  **Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?**

**Reasoning:** All uses permitted in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.

Yes  No  **Does the request impact any CAMA Areas of Environmental Concern?**

**Reasoning:** Property is outside any CAMA Areas of Environmental Concern.

Yes  No  **Does the county need more land in the zoning class requested?**

**Reasoning:** In the appropriate location, this would include the 1 mile buffer adjacent to the Shiloh Core Village. This parcel is within the Shiloh Community Core Village Area.

Yes  No  **Is there other land in the county that would be more appropriate for the proposed uses?**

**Reasoning:** Moderate density residential development areas would enhance the area adjacent to the Shiloh Village Center.

Attachment: 20201005\_913HWY343S\_RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

Yes  No

**Will exceed the county’s ability to provide public facilities:**

The proposed zoning will have minor impact on all public facilities, it is only 3 acres.

**Schools** Projected students maximum 1.956 (3 x 0.6521) and minimum student 1.304 (2 x 0.6521)

**Fire and Rescue** – Minimal impact.

**Law Enforcement** – Minimal impact.

**Parks & Recreation** – Minimal impact.

**Traffic Circulation or Parking** – Minimal impact.

**Other County Facilities** – Minimal impact.

Yes  No

**Is This A Small Scale “Spot” Rezoning Request Requiring Evaluation Of Community Benefits?**

**If Yes (regarding small scale spot rezoning) – Applicants Reasoning:**

	<b>Personal Benefits/Impact</b>	<b>Community Benefits/Impact</b>
<b>With rezoning</b>		
<b>Without rezoning</b>		

**STAFF COMMENTARY:**

The applicant seeks to subdivide the three acre parcel and the house becomes a residential home. The property being in the Core Village is Commercial not moderate density residential development area adjacent to. The property is located in an area that is not supported by either the CAMA or Comprehensive Plans Future Land Use Maps as residential development.

**Consistency statement:**

Attachment: 20201005\_913HWY343S\_ RezoningFinding (2799 : Set Public Hearing - Rezoning Application)

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

**Recommendation:**

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



# Zoning Map Amendment Application

**OFFICIAL USE ONLY:**UDO Number: 2020-9-14Date Filed: 9/10/2020Amount Paid: 650<sup>00</sup>Received By: ayc**Contact Information****APPLICANT**Name: Richard KrainichAddress: 103 Camellia Dr  
Camden, NC 27921Telephone: 252-333-0787

Fax: \_\_\_\_\_

Email: rickykrainich@yahoo.com**PROPERTY OWNER**Name: Richard KrainichAddress: 103 Camellia Dr  
Camden, NC 27921Telephone: 252-333-0787

Fax: \_\_\_\_\_

Email: rickykrainich@yahoo.comLEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: same person**Property Information**Physical Street Address: 913 south HWY 343 Shiloh, NC 27974Location: Shiloh, NCParcel ID Number(s): 03 8953 04 80 2656 0000Total Parcel(s) Acreage: 3 acresExisting Land Use of Property: Vacant House**Request**Current Zoning of Property: Village Commercial Proposed Zoning District: Residential (neighborhood)Total Acreage for Rezoning: 3 Are you rezoning the entire parcel(s):  Yes  NoMetes and Bounds Description Provided:  Yes  NoCommunity Meeting, if applicable: Date Held: 8/31/2020; Location: Shiloh Firestation

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief. Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

  
Property Owner(s)/Applicant9-10-2020  
Date

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

Attachment: Application (2799 : Set Public Hearing - Rezoning Application)

## Zoning Change Application Questions

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

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

By giving a historic house in the community a chance to stay around and give a family a residential space, it enhances the public welfare by being residential because the neighboring residents will be happy that its not commercial.

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

Yes it is more appropriate to have the existing house that is present now be restored back to a living ~~and~~ residences, not commercial.

(C) For proposals to re-zone to non-residential districts along major arterial roads:

(1) Is this an expansion of an adjacent zoning district of the same classification?

NA

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

NA



**From:** [ricky\\_krainiak](mailto:ricky_krainiak)  
**To:** [acurling@camdencountync.gov](mailto:acurling@camdencountync.gov)  
**Subject:** [External] Letter for Neighborhood meeting  
**Date:** Tuesday, August 18, 2020 9:33:42 AM

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

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8/18/2020

RE: Neighborhood meeting; Rezoning

Dear Adjacent property owner,

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

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

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

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

Sincerely,

Ricky Krainiak  
Property Owner =====

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

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

Attachment: NeighborhoodMeetingResults (2799 : Set Public Hearing - Rezoning Application)

## Amber Curling

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**From:** Helen Nix <helennix@embarqmail.com>  
**Sent:** Monday, August 31, 2020 10:18 AM  
**To:** acurling@camdencountync.gov  
**Subject:** [External] ricky krainiak property

### PhishProtection Alerts

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

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

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

Attachment: NeighborhoodMeetingResults (2799 : Set Public Hearing - Rezoning Application)

**Camden County, North Carolina  
Principal Use Table, District Comparison  
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
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**Agricultural**

**AGRICULTURE/HORTICULTURE**

The Agriculture/Horticulture Use Category is characterized by general agricultural activities taking place on lands that are not bona fide farms as identified in Section 1.5.4, Exemptions. The range of uses includes the cultivation and production of orchard, garden, or nursery crops on a small or large scale, the production of field grown crops, specialty crops, flowers, fruit, grapes, market gardening, nursery stock, nuts, ornamental plants, sod, vegetables, and similar horticultural uses. The use category also includes agronomy, biotechnical agriculture (including education parks for biotechnical agriculture or a demonstration farm), and similar uses, but does not include the keeping of livestock or other animal husbandry uses. Accessory uses may include offices, storage areas, and repair facilities related to agriculture uses.

*All Agriculture/ Horticulture Uses  
See use category definition.*

**ANIMAL HUSBANDRY**

The Animal Husbandry Use Category is characterized by the commercial and non-commercial propagation, rearing, exercising, feeding, milking, housing, controlling, handling, or general care of living animals. Examples of Animal Husbandry Use Types include the raising and production of cattle (beef and dairy), pigs, mules, ducks, horses, goats, poultry, sheep, and similar livestock or domesticated animals. Animal husbandry also includes commercial apiaries, aquaculture, and fisheries. Breeding and rearing of animals typically thought of as household pets (e.g., dogs, cats, small rodents, etc.) is not animal husbandry.

*Animal Husbandry Uses (excluding stockyards and slaughterhouses)  
See use category definition.*

*Stockyard/Slaughterhouse*

*A site where livestock is stored and butchered for food or products.*

**AGRICULTURAL SUPPORT**

The Agricultural Support Use Category includes use types that provide support and services to uses directly engaged in agricultural, horticultural, and animal husbandry activities. Agricultural support uses are related to agricultural activities, but may not be proximate to or directly involved with agricultural production.

*Agricultural Research Facility*

*A facility for the investigation, testing, and demonstration of agricultural products and processes, including biotechnical agriculture, veterinary, soil, plant, and animal sciences.*

S

*Agri-Education/ Agri-Entertainment*

*Agri-education facilities are used for the investigation, testing, or demonstration of, or for training or educating persons in, products and processes related to agriculture, horticulture, or animal husbandry, including biotechnical agriculture, veterinary, soil, plant, and animal sciences. Agri-entertainment events and activities allow for recreation, entertainment and tourism in conjunction with an agricultural use. Examples include wineries, petting zoos, hay rides, and corn mazes.*

S

*Distribution Hub for Agriculture Products*

*A commercial establishment where farmers can deliver agricultural products for pick-up by wholesalers or firms involved in processing of agricultural products, but not delivery directly to consumers.*

*Equestrian Facility*

*A facility associated with the keeping of horses or ponies as domesticated animals or pets. Such uses include stalls, feeding areas, paddocks, haylofts, corrals, and other similar outdoor exercise/instruction/performance areas.*

*Farm Machinery Sales, Rental, or Service*

*An establishment engaged in the sale, rental, and/or service of equipment normally or routinely used on farms and in gardens, and related parts, tools and accessories, but not non-farm equipment or materials.*

Attachment: PrincipleUseTableComparison (2799 : Set Public Hearing - Rezoning Application)



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Conservation & Protection Vs. Working Lands**

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<p><i>Farmers Market</i> A use which includes the sale of horticulture or agriculture products, including nursery stock, perennial, annuals, bulbs, mulch, compost, dried flowers, Christmas trees and greens, fresh produce, honey, cider, and similar agriculture products by more than one vendor. The use may or may not include a permanent building.</p>	P	
<p><i>Roadside Market</i> A permanent retail establishment engaged in the retail sale or resale of agricultural products and seafood produced on site or in adjacent waters.</p>		
<b>Residential</b>		
<p><b>HOUSEHOLD LIVING USES</b> Household living includes use types that provide for the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis. Accessory uses commonly associated with household living are recreational activities, raising of pets, hobbies, and parking of the occupants' vehicles.</p>		
<p><i>Bungalow Court</i> A series of between two and 12 single-family detached homes configured as a cohesive development that incorporates smaller lot sizes, reduced setbacks, shared access-ways, and where each home complies with the residential design guidelines in this Ordinance.</p>	P	
<p><i>Duplex</i> A single structure comprised of two dwelling units that share common vertical walls or horizontal floors/ceilings. The dwelling units may be on their own lots or on a single lot.</p>		
<p><i>Live/Work Dwelling</i> A structure or portion of a structure combining a dwelling unit with an integrated nonresidential ground-level workspace typically used by one or more residents of the dwelling.</p>	P	
<p><i>Manufactured Home</i> A dwelling on its own lot constructed after June 15, 1976 that is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported on its own chassis. It bears a valid seal indicating conformance with the construction standards promulgated by the US Department of Housing and Urban Development that were in effect at the time of its construction.</p>		P
<p><i>Manufactured Home or Mobile Home Park</i> A site where two or more manufactured or mobile homes are located on individual leaseholds or other divisions of land under common ownership. The park may include additional accessory uses such as recreation facilities, shared laundry facilities, storage, and parking.</p>		
<p><i>Mobile Home</i> A factory-built dwelling on its own lot constructed prior to June 15, 1976, to State code standards, not those adopted by the US Department of Housing and Development on June 15, 1976.</p>		
<p><i>Multi-Family</i> A dwelling comprised of five or more dwelling units that share common vertical walls or horizontal floors/ceilings (or both) that are not on individual lots. Examples include apartments and condominiums.</p>	S	
<p><i>Pocket Neighborhood</i> A cohesive development of at least four but no more than 12 single-family detached dwellings, each on their own lot, located around a common open space and served by either on-street, on-site, or shared off-street parking. Each home fronts the common open space, and is configured with a front porch and windows on the front facade.</p>	P	P
<p><i>Quadraplex</i> A single structure comprised of four individual dwelling units that share common vertical walls or horizontal floors/ceilings located on a single lot.</p>	P	

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<p><i>Single-Family Attached</i> A dwelling unit that is physically attached to one or more dwelling units, each on its own lot. Individual lots may or may not be surrounded by a larger tract that incorporates shared parking, recreation feature, or access. The larger tract may or may not be owned in common by the landowners of individual lots. Examples include townhouses, patio homes, and row houses.</p>	P	
<p><i>Single-Family Detached</i> A dwelling containing one dwelling unit that is occupied by one family and that is not physically attached to any other principal structure on an individual lot. This term includes modular homes. For regulatory purposes, this term does not include manufactured dwellings, recreational vehicles, or other forms of temporary or portable housing.</p>		P
<p><i>Triplex</i> A single structure comprised of three dwelling units that share common vertical walls or horizontal floors/ceilings located on a single lot.</p>	P	
<p><i>Upper Story Residential</i> A dwelling unit located on a floor above a nonresidential use.</p>	P	
<p><b>GROUP LIVING</b> Group Living includes use types that provide for the residential occupancy of a building by a group. The occupancy of the building may be larger than found in Household Living. Tenancy is arranged on a monthly or longer basis. Generally, group living development has a common eating area for residents. The residents may receive care, training, or treatment. Accessory uses may include recreational facilities, dining facilities, and parking of vehicles for occupants and staff.</p>		
<p><i>Dormitory</i> A residential facility established directly or indirectly in association with a college, business college, trade school, or university for the purpose of housing students registered and attending the institution. Typically, it includes bedrooms with shared bathrooms and other shared living spaces. A private dormitory may contain food preparation and eating facilities primarily for the use of its occupants.</p>	S	
<p><i>Family Care Home</i> A home for six or fewer persons that provides room and board, personal care, and habilitation services in a family environment for the residents, who have a temporary or permanent physical, emotional, or mental disability (including, but not limited to, mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments, but not including mentally ill persons who are dangerous to others as defined in North Carolina General Statutes Section 122C-3(11)b.)</p>		P
<p><i>Group Home</i> A home for seven or more persons that provides room and board, personal care, and habilitation services for the residents, who have a temporary or permanent physical, emotional, or mental disability.</p>	S	
<p><i>Rooming House</i> A dwelling that provides rental accommodations to tenants in up to five individual rooms for periods of one week or longer. The dwelling is accessed by a shared entry with a common kitchen. Meals may be provided to the tenants.</p>	S	

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**Institutional**

**COMMUNITY SERVICES**

The Community Services Use Category includes use types of a public, charitable, non-profit, or for-profit nature that provide a local service to people of the community. Generally, such uses provide ongoing continued service on-site or have employees at the site on a regular basis. Community centers or facilities that have membership provisions that are open to the general public (for instance, any senior citizen could join a senior center) are included in the Community Services Use Category. The use type may provide special counseling, education, or training of a public, nonprofit, or charitable nature. Accessory uses may include offices, meeting, food preparation, parking, health, and therapy areas; and athletic facilities. Parks are not considered Community Services; they are classified as Parks and Open Areas.

<i>Community Center</i> <i>A public building to be used as a place of meeting, recreation, or social activity and not operated for profit.</i>	P		
<i>Cultural Facility</i> <i>Establishments such as zoological gardens, conservatories, planetariums, or other similar uses of an historic, educational, or cultural interest, which are not operated for profit.</i>	P		
<i>Library</i> <i>A public facility for the use, but not sale, of literary, historical, scientific, musical, artistic, or other reference materials.</i>	P		
<i>Museum</i> <i>A building serving as a repository for a collection of natural, scientific, historical, or literary curiosities or works of art, and arranged, intended, and designed to be used by members of the public for viewing, with or without an admission charge, and which may include as an accessory use the limited retail sale of goods, services, or products such as prepared food to the public.</i>	P		
<i>Senior Center</i> <i>A facility typically for use by citizens of 62 years of age, or older, dedicated to the provision of services, activities, or facilitation of interaction between older citizens and the community at large. Such centers may be publicly or privately-owned, but are not operated for a profit.</i>	P		
<i>Youth Club Facility</i> <i>A boys' club, a girls' club, or any other non-profit facility that is not a school but which provides entertainment, recreation, crafts, tutorials or other quality of life enhancements for minors.</i>	P		

**DAY CARE**

The Day Care Use Category is characterized by use types that provide care, protection, and supervision for children or adults on a regular basis away from their primary residence, and typically for less than 24 hours per day. Care can be provided during daytime or nighttime hours. Accessory uses include offices, food preparation, recreation areas, and parking. The Day Care Use Category does not include incidental child care within a primary residence, drop-in or short-term day care provided in connection with employment or shopping center, recreational facility, religious institution, hotel, or other principal use, where children are temporarily cared for while parents or guardians are employed part-time or temporarily occupied on the premises or in the immediate vicinity.

<i>Adult Day Care Center</i> <i>A program operated in a structure other than a single-family dwelling that provides group care and supervision on a less than 24-hour basis, and in a place other than their usual place of abode, to adults 18 years or older who may be physically or mentally disabled, and which is certified or approved to operate by the State of North Carolina.</i>	P		
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<p><i>Child Care Center</i> A commercial or non-profit use licensed by the State where, at any one time, three or more children under the age of 13 receive child care in a building other than a residence on a regular basis from persons other than their guardians, full-time custodians, or persons related to them by blood, marriage, or adoption. Such uses may also involve the provision of educational services in preparation for elementary school. This definition does not include incidental child care, cooperative arrangements among parents, or drop-in or short-term child care provided while parents work part-time or participate in other activities on the premises.</p>	P	
<p><b>EDUCATIONAL FACILITIES</b></p>		
<p><b>The Educational Facilities Use Category includes use types such as public and private schools at the elementary, middle, or high school level that provide state-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at schools include offices, play areas, cafeterias, recreational and sport facilities, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities include offices, dormitories, food service, laboratories, health and sports facilities, theaters, meeting areas, athletic fields, parking, maintenance facilities, and supporting commercial.</b></p>		
<p><i>Major</i> A public or private institution for post-secondary education operating in buildings owned or leased by the institution and engaged in classroom instruction, residential units, administrative offices, and other functions which further the educational mission of the institution.</p>	S	
<p><i>Moderate</i> An educational institution that provides secondary education such as a high school or a middle school. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.</p>	P	
<p><i>Minor</i> An educational institution that provides elementary education such as an elementary or nursery school as well as a small-scale secondary education facility limited to 75 students or less. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.</p>	P	P
<p><b>GOVERNMENT FACILITIES</b></p>		
<p><b>The Government Facilities Use Category includes use types that provide for the general operations and functions of local, state, or federal governments. Accessory uses include maintenance, storage (indoor and outdoor), fueling facilities, satellite offices, and parking areas.</b></p>		
<p><i>Government Office</i> An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to, employment offices, public assistance offices, or motor vehicle licensing and registration services.</p>	P	
<p><i>Government Maintenance, Storage, or Distribution Facility</i> A facility housing government shops, maintenance and repair centers, equipment, and outdoor storage yards.</p>	S	
<p><b>HEALTH CARE FACILITIES</b></p>		
<p><b>The Health Care Facilities Use Category includes use types that provide medical or surgical care and treatment to patients as well as laboratory services. Hospitals and medical treatment facilities offer overnight care, as well as outpatient care. Accessory uses include offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities, housing for staff or trainees, and limited accommodations for family members. The Health Care Facilities Use Category does not include: Uses that involve provision of residential care for the elderly or disabled, which are classified as Institutions; or Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol, or drug problems, where patients are residents and participants in a program, which are considered Institutions.</b></p>		

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Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<p><i>Drug or Alcohol Treatment Facility</i> Inpatient facility which provides care for persons with drug and/or alcohol dependency problems and which may include outpatient follow-up care to the facility's patients.</p>	S	
<p><i>Hospital</i> An institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and injured persons, that is licensed by state law to provide facilities and services in surgery, obstetrics, or general medical practice. Such institutions may include in-patient medical or surgical care for the sick or injured and related facilities such as laboratories, out-patient departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.</p>	P	
<p><i>Medical Treatment Facility</i> A small-scale facility which may or may not be located in a converted dwelling or residence where patients are admitted for examination and treatment by one or more physicians, dentists or psychologists. Patients may or may not receive care or lodging overnight. Such facilities may include sleeping rooms for care workers and members of patient's families.</p>	P	
<p><b>INSTITUTIONS</b> The Institutions Use Category includes use types that provide a variety of facilities, including buildings that provide meeting areas for religious activities, civic or fraternal club activities, housing and care for the elderly, and housing related to treatment programs or post-incarceration. Accessory uses include school facilities, limited medical treatment facilities, kitchens/cafeterias, recreation areas, offices, meeting rooms, parking, and staff residences.</p>		
<p><i>Assisted Living Facility</i> A building, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, health care assistance, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or proprietor. Accessory uses may include dining rooms and infirmary facilities for intermediate or skilled nursing care solely for the use of the occupants residing in the principal facility.</p>	S	
<p><i>Club or Lodge</i> A building and related facilities owned and operated by a corporation, association, or group of individuals established for fraternal, social, educational, recreational, or cultural enrichment of its members and primarily not for profit, and whose members meet certain prescribed qualifications for membership and pay dues.</p>	P	
<p><i>Halfway House</i> A licensed home for not more than nine juveniles or adult persons on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling is provided to assist residents back into society, enabling them to live independently.</p>		
<p><i>Nursing Home</i> Any facility or any identifiable component of any facility in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more non-related individuals, including facilities known by varying nomenclature or designation such as rest homes, convalescent homes, skilled care facilities, intermediate care facilities, extended care facilities and infirmaries. This does not include the home or residence of any individual who cares for or maintains only persons related to him or her by blood or marriage.</p>	S	
<p><i>Psychiatric Treatment Facility</i> Inpatient facility which provides care for persons with psychiatric problems and which may include outpatient follow-up care to the facility's patients.</p>		

Attachment: PrincipleUseTableComparison (2799 : Set Public Hearing - Rezoning Application)



**Camden County, North Carolina  
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<p><i>Religious Institution</i> A structure or place in which worship, ceremonies, rituals, and education are held, together with its accessory buildings and uses (including buildings used for educational and recreational activities), operated, maintained, and controlled under the direction of a religious group. Religious institutions include churches, mosques, synagogues, and temples. Accessory uses may include school facilities, parking, caretaker's housing, pastor's housing, and group living facilities such as convents.</p>	P	
<p><b>PARKS AND OPEN AREAS</b> The Parks and Open Areas Use Category includes use types that focus on open space areas largely devoted to vegetative landscaping or outdoor recreation and that tend to have few structures. Accessory uses may include club houses, restrooms, recreational structures, statuary, fountains, maintenance facilities, concessions, parking, and columbaria and mausoleums (as accessory to cemeteries). The Parks and Open Areas Use Category does not include private golf courses; they are classified as Recreation/Entertainment, Outdoor.</p>		
<p><i>Cemetery</i> Institutional or for profit uses intended for the burial of the dead and dedicated for cemetery purposes. This use type may include a mausoleum or columbarium (a structure or vault lined with recesses for cinerary urns), but does not include a crematory or a private cemetery.</p>	S	S
<p><i>Community Garden</i> A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person.</p>		P
<p><i>Park, Public or Private</i> Land used for recreation, exercise, sports, education, rehabilitation, or similar activities, or a land area intended to enhance the enjoyment of natural features or natural beauty, specifically excluding commercially operated amusement parks.</p>	P	S
<p><b>PUBLIC SAFETY</b> The Public Safety Use Category is characterized by use types that provide public safety services to the general public.</p>		
<p><i>Police, Fire, or EMS Facility</i> A facility for the provision of local rapid response emergency services such as firefighting and mobile medical emergency services, including areas for the storage and maintenance of emergency vehicles, and equipment and facilities for the housing and feeding of emergency personnel while on duty.</p>	P	S
<p><i>Correctional Facility</i> A facility for persons serving a sentence after being found guilty of a criminal offense. Such uses may include cafeterias, housing for facility staff, outdoor storage and maintenance areas, recreational areas, agricultural facilities, and facilities for the production of goods or materials produced for sale.</p>		
<p><i>Security Training Facility</i> A facility located on at least 3,500 contiguous acres which provides the following services; explosives training, driver training (including vehicle maintenance facility to support driver training activities), training operations utilizing fixed and rotary wing aircraft (including parachute operations and training, airstrip and supporting aviation structures, and parachute landing zones), towers that are 100' tall or less that are used in connection with security training, dining facilities, commercial retail and lodging areas, and office, clerical, research and services related to security training operations and services.</p>		
<p><b>TRANSPORTATION</b> The Transportation Use Category includes use types that provide for the landing and takeoff of airplanes and helicopters, including loading and unloading areas. This use category also includes passenger terminals for surface transportation. Accessory uses include freight handling areas, concessions, offices, parking, maintenance, and fueling facilities. Transit route facilities such as bus stops, bus shelters, and park-and-ride facilities are classified as Utilities.</p>		
<p><i>Airport</i> Any area of land or water designed and set aside for the landing and take-off of aircraft, including all necessary facilities for the housing and maintenance of aircraft.</p>		

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<p><i>Helicopter Landing Facility</i> An area, either on ground level or elevated on a structure, licensed or approved for the landing and takeoff of helicopters and which may include auxiliary facilities such as parking, waiting room, fueling, and maintenance equipment.</p>		
<p><i>Passenger Terminal, Surface Transportation</i> A facility that receives and discharges passengers and at which facilities and equipment required for their operation are provided. Examples include terminals for bus, trolley, taxi, railroad, shuttle van, or other similar vehicular services.</p>	P	
<p><b>UTILITIES</b> The Utilities Use Category includes both major utilities, which are infrastructure services that provide regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near the neighborhood or use type where the service is provided. Wireless telecommunications towers also are a type of utility. Services may be publicly or privately provided. Accessory uses may include parking and control, offices, monitoring, storage areas, or data transmission equipment. Landfills, recycling and salvage centers, and waste composing uses are considered Waste-Related Services.</p>		
<p><i>Utility, Major</i> Infrastructure services providing regional or community-wide service that normally entail the construction of new buildings or structures such as water towers, waste treatment plants, potable water treatment plants, solid waste facilities, wind energy conversion systems, and electrical substations.</p>	S	S
<p><i>Utility, Minor</i> Infrastructure services that need to be located in or near the neighborhood or use type where the service is provided. Examples of Minor Utilities include water and sewage pump stations, storm water retention and detention facilities, telephone exchanges, and surface transportation uses such as park-and-ride facilities.</p>	P	P
<p><b>Commercial</b></p>		
<p><b>ADULT AND SEXUALLY-ORIENTED BUSINESSES</b> (See Chapter 154 of the Camden County Code of Ordinances for definitions).</p>		
<p><i>All Adult and Sexually-Oriented Businesses</i> (See Chapter 154 of the Camden County Code of Ordinances for definitions.)</p>		
<p><b>ANIMAL CARE</b> The Animal Sales, Services, and Care Use Category is characterized by uses related to the provision of medical services and treatment to animals, including veterinary services, animal hospitals and the boarding of animals related to the provision of these services. Examples include animal shelters, animal grooming, kennels (outdoor and indoor), animal hospitals, and veterinary clinics.</p>		
<p><i>Major</i> Animal care uses that include outdoor kennels, runs, or exercise areas.</p>		
<p><i>Minor</i> Animal care uses that do not include outdoor kennels, runs, or exercise areas.</p>	P	
<p><b>EATING ESTABLISHMENTS</b> The Eating Establishments Use Category includes use types that prepare and sell food and beverages for immediate or direct on- or off-premise consumption. Accessory uses may include bars or cocktail lounges associated with the establishment, decks and patios for outdoor seating, drive-through facilities, facilities for live entertainment or dancing, customer and employee parking areas, and valet parking facilities.</p>		
<p><i>Restaurant, Major</i> An eating establishment that sells alcohol for on-site consumption or includes a drive-through.</p>	P	

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<i>Restaurant, Minor</i> <i>An eating establishment that does not sell alcohol or includes a drive-through.</i>	P	
<i>Bar, Nightclub, or Dance Hall</i> <i>An establishment primarily devoted to the sale of alcoholic beverages for on-site consumption, where the sale of food is incidental. Activities may include dancing or other forms of entertainment (including live performances that are not considered adult entertainment uses) such as billiard tables, darts, and karaoke.</i>	P	
<p><b>OFFICES</b></p> <p>The Office Use Category includes use types that provide for activities that are conducted in an office setting and generally focus on business, professional, or financial services. Accessory uses may include cafeterias, day care facilities, recreational or fitness facilities, parking, supporting commercial, or other amenities primarily for the use of employees in the business or building. Example use types include business and sales offices (such as lenders, banks, brokerage houses, tax preparers, and real estate agents), and professional services (such as doctors, lawyers, accountants, engineers, or architects).</p>		
<i>Major</i> <i>An office use of 3,000 square feet of floor area or more, or where clients or patrons regularly receive services on-site.</i>	P	
<i>Minor</i> <i>An office use of less than 3,000 square feet of floor area or where clients or patrons do not receive services on-site.</i>	P	
<p><b>PARKING, COMMERCIAL</b></p> <p>The Commercial Parking Use Category includes use types that provide free-standing parking lots and structures that are not accessory to a specific principal use. A fee may or may not be charged. A parking facility that provides both accessory parking for a specific principal use and regular fee parking for people not connected to the principal use is also classified as Commercial Parking. Accessory uses may include small shelters for parking attendants.</p>		
<i>All</i> <i>See use category definition.</i>	P	
<p><b>PERSONAL SERVICES</b></p> <p>An establishment meeting frequent or recurrent service needs of a personal nature, including the repair of small personal items such as shoes, watches, jewelry, and clothing. Examples include laundromats, massage therapy and day spas, laundry and dry-cleaning pick-up and drop-off establishments, banks, savings and loans, credit unions, photography studios, funeral homes and crematoriums, mailing or packaging services, photocopy services, screen printer, barber/beauty shops, and tanning and nail salons.</p>		
<i>Major</i> <i>A personal services establishment with 1,500 square feet of floor area or more.</i>	S	
<i>Minor</i> <i>A personal services establishment with less than 1,500 square feet of floor area.</i>	P	
<p><b>RECREATION/ENTERTAINMENT, INDOOR</b></p> <p>The Indoor Recreation/Entertainment Use Category includes use types that are privately owned and provide recreation or entertainment activities in an enclosed structure or structures. Accessory uses may include offices, concessions, snack bars, parking, and maintenance facilities. Example use types include country clubs, indoor commercial recreation uses (including bowling alleys, game rooms, dancehalls, and skating rinks), and theaters (including cinemas, screening rooms, and stages).</p>		
<i>Major</i> <i>Indoor recreation/entertainment uses with 2,500 square feet of floor area or more, or where the use is expected to generate more than 200 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</i>	P	

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<p><i>Minor</i> Indoor recreation/entertainment uses with less than 2,500 square feet of floor area, or where the use is expected to generate less than 200 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	
<p><b>RECREATION/ENTERTAINMENT, OUTDOOR</b> The Outdoor Recreation/Entertainment Use Category includes use types that are large, generally commercial, and provide continuous recreation or entertainment-oriented activities that primarily take place outdoors. They may take place in a number of structures that are arranged together in an outdoor setting. Accessory uses may include concessions, parking, and maintenance facilities. Example use types include privately-owned arenas, amphitheaters, or stadiums, outdoor commercial recreation uses (including private golf driving ranges and privately-owned miniature golf facilities; go-cart racing; race tracks; drive-in movie theaters; privately-owned outdoor commercial tourist attractions; and privately-owned active sports facilities such as ball fields, courts, and archery ranges), athletic facilities, private golf courses, and outdoor swimming pools (private).</p>		
<p><i>Major</i> Outdoor recreation/entertainment uses that involve the operation of machinery by patrons or that have the potential to generate significant amounts of noise while in operation.</p>		
<p><i>Minor</i> Outdoor recreation/entertainment uses do not involve the operation of machinery by patrons or that do not have the potential to generate significant amounts of noise while in operation. Uses engaged in the discharge of firearms are firing ranges.</p>	P	
<p><i>Firing Range</i> A commercial establishment configured for the purpose of shooting at targets by rifles, pistols, shot guns, or archery. Firing ranges do not include uses with hunting leases or involved in the operation of air rifles (e.g., paintball establishments). Accessory uses include a club house, ammunition sales, and repair services.</p>		
<p><i>Water-Related Uses</i> Commercial establishments engaged in providing access to waterways for persons and equipment for the purposes of leisure pursuits. Water-related uses also include marinas. Boat slips and boat ramps that are publically owned are Recreation and Open Area uses.</p>	S	
<p><b>RETAIL SALES</b> The Retail Sales Use Category includes use types involved in the sale, lease, or rent of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods. Accessory uses may include offices, storage of goods, manufacture or repackaging of goods for on-site sale, concessions, ATM machines, outdoor display/sales areas, gasoline sales, and parking. Use types within this use category have been categorized based on their intensity, scale, and function.</p>		
<p><i>Flea Market</i> A market held in an open area or structure where individual sellers offer goods for sale to the public. Such sellers may set up temporary stalls or tables for the sale of their products. Such sales may involve new and/or used items and may include the sale of fruits, vegetables, and other edible items. A farmer's market, where food items predominate, is different than a flea market. This also differs from a garage sale or yard sale that is conducted on a residentially developed lot by members of a household, or civic groups selling primarily donated items.</p>	S	
<p><i>Grocery Store</i> An establishment for the retail sale of fresh or prepared foods for consumption primarily off-premises. Accessory uses include the sales of prepared food for on-site consumption, sale of seasonal items (like Christmas trees), and drive-up grocery loading services.</p>	P	
<p><i>Major</i> Retail uses with 1,000 square feet of floor area or more, or where the use is expected to generate more than 100 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	

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<p><i>Minor</i> Retail uses with less than 1,000 square feet of floor area or more, or where the use is expected to generate no more than 100 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	
<p><b>STORAGE, COMMERCIAL</b> A storage building or buildings that are divided into sections or compartments for the storage of business or personal items on a temporary or long-term basis.</p>		
<p><i>Major</i> Commercial storage establishment that allows storage of goods, materials, or personal property indoors and outdoors.</p>		
<p><i>Minor</i> Commercial storage establishment that allows storage of goods, materials, or personal property indoors only.</p>	P	
<p><b>TELECOMMUNICATIONS</b> The Telecommunications Use Category involves use types engaged in the provision of wireless communications services, including transmission, reception, or broadcasting. Example uses include wireless telecommunication facilities, antennas (including dish antennas), radio and television broadcasting studios and equipment, and similar uses. Accessory uses include offices, repair areas, employee parking, equipment storage, and mobile broadcasting equipment.</p>		
<p><i>Antenna Collocation (on a Building)</i> The placement of wireless telecommunications antenna(s) and associated equipment on or in a building other than a single-family attached or detached structure. This includes the placement of equipment on water tanks or other similar structures, but not on an existing telecommunication tower or electrical transmission tower.</p>	P	
<p><i>Antenna Collocation (on a Tower)</i> The placement of wireless telecommunications antenna(s) and associated equipment on an existing telecommunications tower or electrical transmission tower. This use type includes "eligible facilities" as identified in the North Carolina General Statutes.</p>	P	
<p><i>Small Wireless Facility</i> The placement of antenna(s) and equipment of a specified maximum size on existing electrical poles, telephone poles, traffic signal mast arms, or other similar vertical projections within rights-of-way or outside rights-of-way on land within a nonresidential zoning district.</p>	P	
<p><i>Telecommunications Tower, Freestanding</i> A structure erected on the ground and used primarily for the support of antennas for wireless telephone, and similar communication purposes and utilized by commercial, governmental, or other public or quasi-public users. The term includes microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term does not include private home use of satellite dishes and television antennas, or amateur radio operators as licensed by the FCC.</p>		
<p><i>Telecommunications Tower, Stealth</i> A freestanding telecommunications tower that is configured to fully conceal wireless telecommunications equipment and appear as a tree, flag pole, clock tower, or other vertical projection. Stealth telecommunication towers are not considered as freestanding telecommunication towers for the sake of collocation or accommodation of small wireless facilities.</p>	P	P
<p><b>VEHICLE ESTABLISHMENT</b> The Vehicle Establishment Use Category includes use types involving the direct sale; rental; storage; and servicing of automobiles, trucks, motorcycles, recreational vehicles, and other consumer motor vehicles intended to transport persons or goods over land, whether for recreation, commerce, or personal transport. Accessory uses may include offices, sales of parts, maintenance facilities, parking, outdoor display, and vehicle storage.</p>		

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<p><i>Major</i> Establishments engaged in vehicle sales, rental, storage, towing, and major repair such as transmission, engine repair, bodywork, and repainting.</p>	S	
<p><i>Minor</i> Establishments that are primarily engaged in washing cars, tire sales, minor repair such as diagnostic work, lubricating, wheel alignment and inspections, but no vehicle sales or rental.</p>	P	
<p><b>VISITOR ACCOMMODATIONS</b> The Visitor Accommodations Use Category includes use types that provide lodging units or space for short-term stays of less than 30 days for rent, lease, or interval occupancy. Accessory uses may include pools and other recreational facilities, limited storage, restaurants, bars, supporting commercial, meeting facilities, offices, and parking.</p>		
<p><i>Bed and Breakfast</i> A private residence, typically a single-family detached structure engaged in the renting of one or more rooms on a daily basis to tourists, vacationers, or business people where the provision of meals is limited to guests only.</p>	P	
<p><i>Campground</i> Any area, place, parcel or tract of land on which two or more campsites are occupied or intended for occupancy or facilities established or maintained, wholly or in part, for the accommodation of camping units for periods of overnight or longer, whether the use of campsites and facilities is granted gratuitously, or by rental fee, lease or conditional sale, or by covenants, restrictions and easements. Campground includes but not limited to, a travel camp, recreational camp, family campground, camping resort, recreational vehicles park and camping community. A campground does not include a summer camp, migrant labor camp or park for manufactured homes, or a construction camp, or storage area for unoccupied camping units.</p>		
<p><i>Hotel or Motel</i> A building or group of buildings in which sleeping accommodations are offered to the public and intended for temporary occupancy on an overnight or short term basis. Accessory uses may include restaurants, bars, offices, and onsite recreational facilities. Some rooms may include in-room kitchen, dining, and laundry facilities.</p>	S	
<p><b>Industrial</b></p>		
<p><b>EXTRACTIVE INDUSTRY</b> The Extractive Industry Use Category includes use types involving the extraction, removal, or basic processing of minerals, liquids, gases, or other natural resources (including gravel, sand, clay, or topsoil). Such uses also include quarrying, well operation, mining, or other procedures typically done at an extraction site. Accessory uses include offices, limited wholesale sales, security or caretakers quarters, outdoor storage, and maintenance facilities.</p>		
<p><i>All</i> See use category definition.</p>		
<p><b>INDUSTRIAL SERVICES</b> The Industrial Services Use Category includes use types involving the repair or servicing of industrial, business, or consumer machinery equipment, products, or by-products. Firms that service consumer goods do so by mainly providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site. Accessory activities may include limited retail or wholesale sales, offices, parking, warehousing, and outdoor storage. Contractors and others who perform services off-site are included in the Offices Use Category if equipment and materials are not stored outside and no fabrication, services, or similar work is carried on at the site.</p>		
<p><i>Contractor Service</i> Offices for building, heating, plumbing, or electrical contractors, and related storage facilities.</p>		

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<p><i>Crabshedding</i> An operation in the crab harvesting industry that involves the controlled shedding or molting of blue crabs to produce the more commercially valuable soft-shelled form. Soft crab shedding systems are designed to put near-molt crabs in a controlled environment, so they can efficiently be harvested during the period that the shell is soft. Accessory uses include indoor or outdoor storage of crab pots.</p>		
<p><i>Fuel Oil or Bottled Gas Distributor</i> An establishment that distributes fuel oil or bottled gases such as propane or liquid petroleum for compensation.</p>		
<p><i>General Industrial Service and Repair</i> Establishments engaged in the repair or servicing of agriculture, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that provide these services do so by mainly providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site. Accessory activities may include retail sales, offices, parking, and storage.</p>		
<p><i>Heavy Equipment Sales, Rental, or Service</i> An establishment engaged in the display, sale, leasing, servicing, or rental of heavy equipment of 12,000 or more pounds gross vehicular weight (GVW). The use may also consist of a vehicle or series of vehicle that service or repair heavy equipment on-site.</p>		
<p><i>Research and Development</i> A business that engages in research, or research and development, of innovative ideas in technology-intensive fields. Examples include research and development of computer software, information systems, communication systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.</p>	P	
<p><b>MANUFACTURING AND PRODUCTION</b> The Manufacturing and Production Use Category includes use types involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. The use category also includes custom industries (establishments primarily engaged in the on-site production of goods by use of hand tools and small-scale equipment). Goods are generally not displayed or sold on site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the manufacturing site. Accessory uses may include retail or wholesale sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, fueling facilities, security and caretaker's quarters. Manufacturing of goods to be sold primarily on-site and to the general public is classified as Retail Sales if the manufacturing area does not exceed 35 percent of the development's gross floor area.</p>		
<p><i>Manufacturing, Heavy</i> The manufacture or compounding process of raw materials. These activities may involve outdoor operations as part of their manufacturing process.</p>		
<p><i>Manufacturing, Light</i> The mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration.</p>		
<p><b>POWER GENERATION</b> The Power Generation Use Category includes use types, whether institutional in nature or for profit, engaged in the production and short term storage of electrical power for use by other forms of development in different locations. Accessory uses include offices, equipment buildings, maintenance and repair facilities, and fencing or other security measures.</p>		

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<i>Solar Array</i> <i>Two or more solar collectors or photovoltaic panels configured as a principal use and intended to capture energy from sunlight, convert it to electricity, and save or deliver the electricity for off-site use.</i>		S	S
<i>Wind Energy Conversion Facility</i> <i>A utility comprised of one or more towers each including a turbine with a series of two or more blades that produce energy when driven by the wind.</i>			
<b>WAREHOUSE AND FREIGHT MOVEMENT</b>			
<b>The Warehouse and Freight Movement Use Category includes use types involving the storage or movement of goods for themselves or other firms or businesses. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas. Use types that involve the transfer or storage of solid or liquid wastes are classified as Waste-Related Services.</b>			
<i>All</i> <i>See use category definition.</i>			
<b>WASTE-RELATED SERVICES</b>			
<b>The Waste-Related Services Use Category includes use types that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. This use category also includes use types that receive wastes from others. Accessory uses may include offices, outdoor storage, recycling of materials, and repackaging and trans-shipment of by-products. The Waste-Related Services Use Category does not include wastewater treatment plants and potable water treatment plants; these are classified as Utilities.</b>			
<i>Incinerator</i> <i>A facility that burns refuse at high temperatures to reduce the volume of waste.</i>			
<i>Land Application of Sludge/Septage</i> <i>The deposition of industrial processes or treated waste on land intended expressly for that purpose.</i>			
<i>Landfill</i> <i>An area of land or an excavation used for disposal of solid waste.</i>			
<i>Public Convenience Center or Transfer Station</i> <i>A publicly-owned and operated facility for the purposes of collection of trash and waste for relocation to a sorting facility or permanent long term storage location.</i>			
<i>Recycling Center</i> <i>A facility engaged solely in the storage, processing, resale, or reuse of recyclable and recovered materials.</i>			
<i>Salvage or Junkyard</i> <i>An establishment where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like, are brought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house-wrecking yards, heavy equipment wrecking yards, and yards or places where salvaged house wrecking or structural steel materials are stored, handled, and sold.</i>			
<i>Waste Composting Facility</i> <i>Uses where organic solid wastes are composted using composting technology. Accessory uses may include offices and repackaging and transshipment of by-products.</i>			

Attachment: PrincipleUseTableComparison (2799 : Set Public Hearing - Rezoning Application)



Camden County, North Carolina  
 Principal Use Table, District Comparison  
 Conservation & Protection Vs. Working Lands

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<b>WHOLESALE SALES</b>		
<p>The Wholesale Sales Use Category includes use types involving the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. The uses emphasize on-site sales or taking of orders and often include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited. Products may be picked up on-site or delivered to the customer. Accessory uses may include offices, product repair, warehouses, minor fabrication services, outdoor storage, and repackaging of goods.</p>		
<p><i>Major</i>                      A wholesale use located in a building of more than 7,000 square feet of gross floor area, or that includes outdoor storage.</p>	S	
<p><i>Minor</i>                      A wholesale use located in a building of 7,000 square feet of gross floor area or less that does not include outdoor storage.</p>	P	

Attachment: PrincipleUseTableComparison (2799 : Set Public Hearing - Rezoning Application)



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

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

**DEED OF TRUST**

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

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

This Deed of Trust prepared by:

X \_\_\_\_\_

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

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

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

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

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

The Real Property tax identification number is 03895304802636.

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

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

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

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

### Exhibit A

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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



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(Continued)**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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



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(Continued)**

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

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

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

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

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

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

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

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

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

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

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

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



**DEED OF TRUST  
(Continued)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(Continued)

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

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

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

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

GRANTOR:

X [Signature] (Seal)

X Colleen G. Krainiak (Seal)  
COLLEEN KRAINIAK

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NC )

COUNTY OF Pasquotank ) SS

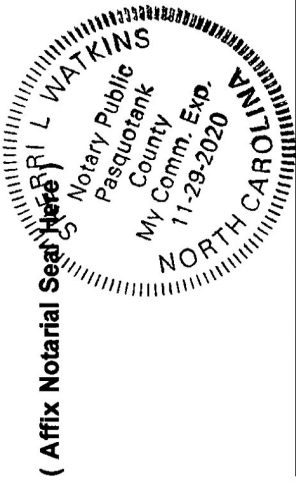
Sherril Watkins, a Notary Public for said County and State, certify that **RICHARD K KRAINIAK** and **COLLEEN G KRAINIAK** personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 16th day of April, 2020.

[Signature]  
Notary Public

My Commission Expires:

11-29-2020



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**CAMDEN COUNTY**  
NORTH CAROLINA • USA

*Boundless Opportunities.*

**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes From Other Agencies**

**Item Number:** 10.A  
**Meeting Date:** October 05, 2020

**Submitted By:** Tammie Krauss, Register of Deeds  
Register of Deeds  
Prepared by: Karen Davis

**Item Title** **Register of Deeds Report**

**Attachments:** Register of Deeds Report (PDF)



Camden County Register of Deeds: Tammie Krauss  
August, 2020 Daily Deposit

DATE	NC CHILDREN TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
08/03/20	\$ -	\$ -	\$ 2,103.08	\$ 2,188.92	\$ 8.82	\$ 52.46	\$ 80.60	\$ 446.12	\$ 4,880.00
08/04/20	\$ -	\$ -	\$ 227.36	\$ 236.64	\$ 4.23	\$ 26.74	\$ 31.00	\$ 220.03	\$ 746.00
08/05/20	\$ -	\$ -	\$ 360.64	\$ 375.36	\$ 4.89	\$ 29.33	\$ 43.40	\$ 248.38	\$ 1,062.00
08/06/20	\$ -		\$ 313.60	\$ 326.40	\$ 6.59	\$ 40.36	\$ 49.60	\$ 342.45	\$ 1,079.00
08/07/20			\$ 754.11	\$ 784.89	\$ 7.00	\$ 41.85	\$ 62.00	\$ 355.95	\$ 2,005.80
08/10/20	\$ -	\$ -	\$ 505.68	\$ 526.32	\$ 8.74	\$ 50.72	\$ 86.80	\$ 435.94	\$ 1,614.20
08/11/20					\$ 1.78	\$ 11.62	\$ 6.20	\$ 99.40	\$ 119.00
08/12/20					\$ 2.22	\$ 12.61	\$ 24.80	\$ 108.37	\$ 148.00
08/13/20			\$ 1,321.04	\$ 1,374.96	\$ 7.02	\$ 42.48	\$ 62.00	\$ 356.50	\$ 3,164.00
08/14/20			\$ 419.44	\$ 436.56	\$ 5.16	\$ 31.61	\$ 43.40	\$ 263.83	\$ 1,200.00
08/17/20			\$ 274.40	\$ 285.60	\$ 4.38	\$ 27.21	\$ 31.00	\$ 229.41	\$ 852.00
08/18/20			\$ 300.37	\$ 312.63	\$ 6.81	\$ 41.73	\$ 55.80	\$ 349.66	\$ 1,067.00
08/19/20	\$ 5.00	\$ 30.00	\$ 63.70	\$ 66.30	\$ 2.56	\$ 12.61	\$ 12.40	\$ 108.23	\$ 300.80
08/20/20			\$ 312.62	\$ 325.38	\$ 6.29	\$ 38.40	\$ 49.60	\$ 324.71	\$ 1,057.00
08/21/20	\$ 5.00	\$ 30.00	\$ 616.91	\$ 642.09	\$ 14.13	\$ 82.98	\$ 80.60	\$ 729.29	\$ 2,201.00
08/24/20	\$ -	\$ -	\$ 343.98	\$ 358.02	\$ 5.76	\$ 33.17	\$ 55.80	\$ 288.27	\$ 1,085.00
08/25/20			\$ 28.42	\$ 29.58	\$ 3.49	\$ 20.26	\$ 31.00	\$ 177.25	\$ 290.00
08/26/20			\$ 98.00	\$ 102.00	\$ 5.22	\$ 30.24	\$ 55.80	\$ 256.74	\$ 548.00
08/27/20			\$ 582.12	\$ 605.88	\$ 8.33	\$ 51.72	\$ 55.80	\$ 439.15	\$ 1,743.00
08/28/20			\$ 493.43	\$ 513.57	\$ 3.63	\$ 21.17	\$ 37.20	\$ 180.20	\$ 1,249.20
08/31/20			\$ 484.12	\$ 503.88	\$ 5.06	\$ 30.95	\$ 43.40	\$ 257.99	\$ 1,325.40
									0.00
									0.00
									\$ -
<b>TOTAL</b>	\$ 10.00	\$ 60.00	\$ 9,603.02	\$ 9,994.98	\$ 122.11	\$ 730.22	\$ 998.20	\$ 6,217.87	\$ 27,736.40

Attachment: Register of Deeds Report (2801 : Register of Deeds Report)

Ledger Report Fee Distribution  
TAMMIE KRAUSS, REGISTER OF DEEDS  
Camden, NC

Date Range From Saturday, August 01, 2020 to Monday, August 31, 2020

Name	Amount
NC Children's Trust Fund	\$10.00
NC Domestic Violence Fund	\$60.00
State Revenue Stamp	\$9,603.02
County Revenue Stamp	\$9,994.98
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$122.11
ROD Automation Fund	\$730.22
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$998.20
ROD General Fund	\$6,217.87
<b>Total Distribution For Period</b>	<b>\$27,736.40</b>
Cash Total	\$565.60
Check Total	\$27,097.80
Pay Account Total	\$73.00
ACH Total	\$0.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
<b>Total Deposit For Period</b>	<b>\$27,736.40</b>





**CAMDEN COUNTY**  
NORTH CAROLINA • USA

*Boundless Opportunities.*

**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes From Other Agencies**

<b>Item Number:</b>	10.B	
<b>Meeting Date:</b>	October 05, 2020	
<b>Submitted By:</b>	Kim Perry, Library Prepared by: Kim Perry	
<b>Item Title</b>	<b>Library Report</b>	
<b>Attachments:</b>	20-08	(DOCX)

# Camden County Public Library

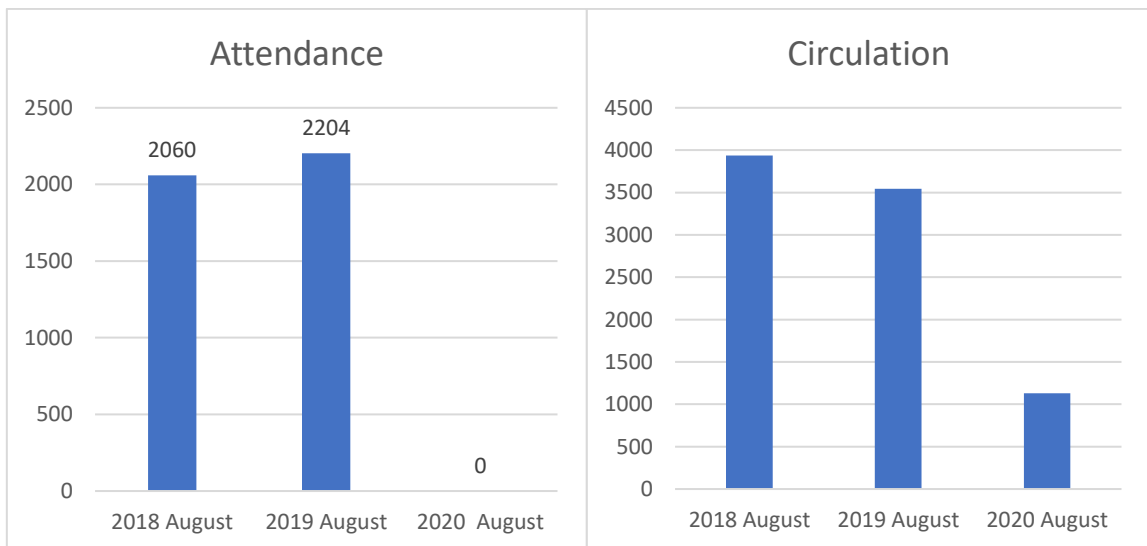
## AUGUST 2020 Statistics

**Library Closed August 1-31 due to COVID-19**

Visitor Count	0
Materials Check Outs & Renewals	1,129
Computer/ Wireless Use <small>(wireless use stat not currently valid, estimate provided)</small>	0/144
Questions Answered	141
Children’s Programs/Attendance	0/0
Adult Programs/Attendance	0/0
Outreach Programs/Attendance	0/0
Meeting Room Usage/Attendance	3/16
Days/Hours Open	0/0
# Items in Collection	19,549
Library Card Holders	2,679
New Library Cards Requested Online	70
Curbside Pickups	126
Curbside Copy/Print Transactions	

Attachment: 20-08 (2806 : Library Report)

### Comparison by Year 2018-2020



In attempting to follow the **Phase II** guidelines of Governor Cooper's plan to safely reopen our state during the **COVID-19 crisis**:

- The Library is currently closed to the public and staffed Monday-Friday 9 am – 5 pm, closed Saturday and Sunday.
- Library staff continues to assist patrons remotely, answer phone calls, and complete professional responsibilities.
- The Library is offering Curbside Check-out & Print and Copy services for our patrons.
- Our Summer Reading Program was successful despite the challenges due to COVID-19. We had 98 registrants and held 4 outdoor in-person programs with 152 attendees, and 23,130 minutes read.