Pender County
Planning and Community Development

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

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

AGENDA
Pender County Planning Board
Tuesday, September 1, 2015 7:00 p.m.
Pender County Public Meeting Room
805 S. Walker Street, Burgaw, North Carolina

Call to Order: Chairman Williams

Roll Call: Chairman Williams
Pender County Planning Board Members:
Williams: __ McClammy: __ Baker: __ Edens: __ Fullerton __ Marshburn __ Nalee: __

1. **Adoption of the Agenda:**

2. **Adoption of the Minutes: (August 4, 2015)**

3. **Public Comment:**

4. **Zoning Map Amendment:**
   Nicholas K. and Carol S. Shepard, applicants, on behalf of Whitehouse Investments LLC, owner, are requesting approval of a Zoning Map Amendment for a general use rezoning of one (1) tract totaling one (1) acre from RP, Residential Performance zoning district to GB, General Business zoning district. The subject property is located at 13471 US HWY 17 in Hampstead, approximately one (1) mile south of the intersection of US HWY 17 and NC HWY 210 and may be further identified by Pender County PIN 3282-42-3687-0000.

5. **Zoning Map Amendment:**
   Coleman Parks, applicant, on behalf of Corbett Industries Inc, owner, is requesting approval of a Zoning Map Amendment for a general use rezoning of two (2) tracts totaling approximately 133.59 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The subject properties are located along NC HWY 210 approximately 1,500 feet east of the intersection of NC HWY 210 and Island Creek Road (SR 1002) and along Harrison Creek Road (SR 1573) approximately 2,000 feet south of the intersection of Island Creek Road (SR 1002)and Harrison Creek Road (SR 1573) and may be further identified by Pender County PINs 3273-10-0849-0000 and 3273-33-1459-0000.

Anyone wishing to address the **Pender County Planning Board** shall make a request on the "Public Comment" **sign-up sheet. Please provide the information requested.**

If you wish to speak on ***a specific public hearing item***, please sign-in on the appropriate "Public Hearing" **sign- up sheet**. Speakers will be allowed to speak *prior* to any action/vote taken by the Board.

*A time limit of **two** minutes per speaker or up to **ten** minutes for groups of five or more, with a designated speaker will be imposed.

6. **Preliminary Plat:**
Signature Top Sail NC, LP, applicant, on behalf of Signature Top Sail NC, LP and Jeffery Morris et. al.owners, is requesting the approval of a Preliminary Plat for Phase III of the mixed-use development proposal known as Wyndwater. Specifically, the request for Phase III approval includes sixty-nine (69) single-family conventional lots and forty (40) single-family attached duplex lots. The subject property is zoned PD, Planned Development zoning district. The properties are located to the north of Doral Drive (SR 1693), northwest of Sloop Point Loop Road (SR 1563), south of the conditionally approved Master Development Plan known as Cardinal Pointe and east of US HWY 17 in Hampstead and may be further identified by Pender County PINs; 4214-12-3906-0000 and a portion of 4204-94-9912-0000.

7. **Master Development Plan:**
Oak Ridge Properties at Olde Point, LLC, applicant and owner, is requesting approval of a Master Development Plan and Major Site Development Plan approval for Phase One (1) of a mixed use development known as Oak Ridge at Olde Point. The subject properties are zoned PD, Planned Development zoning district. The proposed project is located to the east of US HWY 17 between Ravenswood Road (SR 1687) and Country Club Road (SR 1565) in Hampstead and may be further identified by Pender County PINs; 3293-86-0162-0000, 3293-85-0858-0000, 3293-75-7714-0000, 3293-75-6669-0000, 3293-95-1967-0000, 3293-96-2122-0000, 3293-96-3164-0000, and 3293-75-6604-0000.

8. **Zoning Text Amendment:**
Pender County, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance to amend Section 8.1 and 8.2. The specific request is to revise the requirements for buffer location and applicability.

9. **Discussion Items:**
   a. **Planning Staff Items:**
      i. Addressing Changes:
      ii. WMPO Long Range Plan:
      iii. Collector Street and Comprehensive Land Use Plans Update:

   b. **Planning Board Members Items:**

10. **Next Meeting:** October 6, 2015

11. **Adjournment:**

PLANNING STAFF REPORT
ZONING MAP AMENDMENT

SUMMARY:

Hearing Date:	September 1, 2015 Planning Board October 26, 2015 Board of Commissioners
Applicant:	Nicholas K. and Carol S. Shepard
Property Owner:	Whitehouse Investments, LLC
Case Number:	11433

Rezoning Proposal: Nicholas K. and Carol S. Shepard, applicants, on behalf of Whitehouse Investments LLC, owner, are requesting approval of a Zoning Map Amendment for a general use rezoning of one (1) tract totaling one (1) acre from RP, Residential Performance zoning district to GB, General Business zoning district.

Property Record Number, Acreage, and Location: The subject property, recorded on Register of Deeds Map Book 3917 Page 0235 (Exhibit 1), is located at 13471 US HWY 17 in Hampstead, approximately one (1) mile south of the intersection of US HWY 17 and NC HWY 210 and may be further identified by Pender County PIN 3282-42-3687-0000.

RECOMMENDATION

The application consists of a general use rezoning of one (1) tract, totaling one (1) acre from RP, Residential Performance zoning district to GB, General Business zoning district. As submitted, the request complies with all criteria set forth in Section 3.3.8 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with three (3) policies of the 2010 Pender County Comprehensive Land Use Plan and conflicts with none. The Administrator respectfully recommends approval of the Zoning Map Amendment as described in this report.

HISTORY

The subject property was zoned RT, Rural Transitional zoning district prior to the adoption of the 2010 Pender County Unified Development Ordinance. The zoning designation was changed to RP, Residential Performance zoning district with the adoption of the 2010 Pender County Unified Development Ordinance.

DESCRIPTION

Nicholas K. and Carol S. Shepard, applicants, on behalf of Whitehouse Investments, LLC, owner, are requesting approval of a Zoning Map Amendment for a general use rezoning of one (1) tract totaling one (1) acre from RP, Residential Performance zoning district to GB, General Business zoning district. The subject property, recorded on Register of Deeds Map Book 3917 Page 0235 (Exhibit 1), is located at 13471 US HWY 17 in Hampstead, approximately one (1) mile south of the intersection of US HWY 17 and NC HWY 210, and may be identified by Pender County PIN 3282-42-3687-0000. The subject

tract contains one (1) building that currently is currently occupied by the offices of Stillwater Engineering Inc.

The subject property meets the minimum lot size of 15,000 square feet and the minimum rezoning acreage requirement of one (1) acre per Section 4.14 Zoning District Dimensional Requirements of the Pender County Unified Development Ordinance, for the GB, General Business zoning district. Additionally, the subject property meets the requirement of Pender County Unified Development Ordinance Section 4.14.3 as it is adjacent to a property across US HWY 17 to the southeast that is currently zoned GB, General Business zoning district.

As shown on the aerial, the tract has direct access to US HWY 17 to the east. Additionally, a former rail corridor runs within the tract, parallel to US HWY 17. This rail corridor is identified in the 2010 Pender County Comprehensive Parks and Recreation Master Plan as the Coastal Pender Rail-Trail and is a recommended facility within the Plan.

The subject property has access to Pender County Utilities water. The subject property currently operates on a septic system. The applicant has been in communication with Pluris Hampstead LLC and has been told that the property will be eligible to connect to the new wastewater line when complete.

EVALUATION

This Zoning Map Amendment request has been evaluated for compliance with the Pender County Unified Development Ordinance and the 2010 Pender County Comprehensive Land Use Plan, as well as the existing land uses and zoning classifications in the surrounding area. The Zoning Map Amendment does not conflict with any existing policies, land uses, or zoning classifications.

3.3.8 Review Criteria for Rezoning

The Planning Board and Board of Commissioners shall consider the following matters in considering a rezoning request:

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

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

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

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

2010 Comprehensive Land Use Compliance: The 2010 Comprehensive Land Use Plan designates the subject property "Mixed Use." The Mixed Use land use classification designates locations where a

mixture of higher density/intensity uses is to be encouraged. Mixed Use areas should be characterized by physically and aesthetically unified developments containing a mixture of commercial, office, institutional, and high and medium density residential uses, arranged in a walkable, compact, pedestrian- and transit-friendly manner. Mixed Use areas are intended to help reduce sprawl by concentrating a mix of uses in convenient locations, by promoting an efficient sustainable pattern of land uses, and by providing most of the goods and services needed by residents in a coordinated, concentrated manner. Mixed Use areas are intended to reduce the number and length of auto trips by placing higher density housing close to shopping and employment centers. They also should function to improve the quality of life for residents living in higher density housing by placing daily conveniences, shops, and employment within walking distance.

This Zoning Map Amendment request is consistent with three (3) policies of the 2010 Comprehensive Land Use Plan and conflicts with none. The following goals and policies within this plan may be relevant to the proposed Zoning Map Amendment:

> **Growth Management Policy 1A.1.2** Encourage development in areas where the necessary infrastructure – roads, water, sewer, and schools - are available, planned or can be most cost effectively provided and extended to serve existing and future development.
> **Growth Management Policy 1A.1.4** The County should develop and utilize innovative and flexible land planning techniques that encourage developments to efficiently use land resources that result in more compact urban areas, infill development, redevelopment, and the adaptive re-use of existing buildings.
> **Growth Management Policy 1A.1.5** The County supports a pro-business/pro-growth attitude, balanced by a concern for preserving the natural assets and quality of life factors that make the area attractive to visitors and permanent residents alike.

Unified Development Ordinance Compliance: This is a general use rezoning, which will allow all uses permitted by-right in the GB, General Business zoning district as shown in Section 5.2.3 Permitted Use Table of the Pender County Unified Development Ordinance. According to Section 4.9.1 of the Pender County Unified Development Ordinance, the GB, General Business zoning district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Existing Zoning: Adjacent properties to the northwest, southwest, and northeast are zoned RP, Residential Performance zoning district. To the southeast across US HWY 17, the adjacent parcel is zoned GB, General Business zoning district.

Existing Land Use: The subject tract contains one (1) building that is currently occupied by the offices of Stillwater Engineering Inc. The property is bordered to the northwest and southwest by a wooded, vacant parcel that is 25.04 acres in size. The adjacent tract to the northeast is 1.35 acres in size and contains a single-family house. Across US HWY 17 to the southeast, the adjacent parcel contains a recreational vehicle sales business.

Environmental Concerns: According to FEMA Flood Insurance Rate Map Number 3720328200J Panel 3282 (adopted February 16, 2007) the tract is not located within any Special Flood Hazard Area (SFHA). Additionally there are no navigable waters on this property requiring compliance with

CAMA regulations managed by the Division of Coastal Management. The rear portion of the tract may contain wetlands and would need to be verified before any land disturbing activities take place.

Public Notifications: Public notice of the proposal for map change has been advertised in the Pender-Topsail Post and Voice. Adjacent property owners have been given written notice of the request, and a sign has been placed on the subject property. Prior to any development on the subject property, all necessary local, state, and federal permits would be required.

RECOMMENDATION

The application consists of a general use rezoning of one (1) tract, totaling one (1) acre from RP, Residential Performance zoning district to GB, General Business zoning district. As submitted, the request complies with all criteria set forth in Section 3.3.8 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with three (3) policies of the 2010 Pender County Comprehensive Land Use Plan and conflicts with none. The Administrator respectfully recommends approval of the Zoning Map Amendment as described in this report.

BOARD ACTION FOR REZONING REQUEST

Motion: _____ Seconded: _____

Approved: _____Denied: _____Unanimous: _____

Williams: ___ McClammy: ___ Fullerton: ___ Baker: ___ Edens: ___ Marshburn: ___ Nalee: ___

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA 11433	**Date**	7-14-15
Application Fee	$ 500 -	**Receipt No.**	151732
Pre-Application Conference	7-14-15	**Hearing Date**	PB: 9-1-15 BOCC: 10-26-15

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	NICHOLAS K. SHEPARD CAROL S. SHEPARD	**Owner's Name:**	WHITE HOUSE INVESTMENTS, LLC
Applicant's Address:	602 RAVENSWOOD RD.	**Owner's Address:**	602 RAVENSWOOD RD.
City, State, & Zip	HAMPSTEAD, NC 28443	**City, State, & Zip**	HAMPSTEAD, NC 28443
Phone Number:	(910) 200-7978	**Phone Number:**	(910) 270-9889
Legal relationship of applicant to land owner:	NICHOLAS K. SHEPARD & CAROL S. SHEPARD ARE MEMBER/MANAGERS OF WHITE HOUSE INVESTMENTS, LLC		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-42-3687	**Total property acreage:**	1.1
Current Zoning District:	RP	**Proposed Zoning District:**	GB
Project Address :	13471 US HWY 17 N., HAMPSTEAD, NC 28443		
Description of Project Location:	ON WEST SIDE OF US HWY 17 APPROX. 1 MILE SOUTH OF THE INTERSECTION OF US HWY 17 & NC HWY 210		

SECTION 3: SIGNATURES			
Applicant's Signature	Nicholas K Shepard Carol S Shepard	**Date:**	7/10/15
Owner's Signature	Nicholas K Shepard, WHITE HOUSE INVESTMENTS LLC	**Date:**	7/10/15

NOTICE TO APPLICANT

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

Rezoning/Zoning Map Amendment Checklist

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

Office Use Only

☑	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $** 500 –

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

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

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☑ Check # 5855

Application received by:	Anita H. Cif	**Date:** 7-14-15
Application completeness approved by:	Anita H. Cif	**Date:** 7-14-15

Dates scheduled for public hearing:
- ☑ **Planning Board:** 9-1-15
- ☑ **Board of Commissioners:** 10-26-15

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

Print Form

Nicholas K. and Carol S. Shepard
White House Investments, LLC
602 Ravenswood Road
Hampstead, NC 28443
July 10, 2015

Andy Christy
Long Range Planner
Pender County Planning & Zoning
805 S. Walker Street
Burgaw, NC 28425

Dear Mr. Christy:

We are hereby requesting that the property located at 13471 US Highway 17 North be rezoned from RP to GB. The property is currently owned by White House Investments, LLC of which my wife and I are both Member/Managers. There are no other owners. The property consists of about 1.1 acres. It includes the original parcel (1.0 acres) plus a tract that was formerly Seaboard Coastline Railroad right-of-way minus a tract that was conveyed to NCDOT during the widening of US Highway 17.

This request for rezoning is being made because the current zoning (RP) does not conform to the current and future best use of the land. The subject property is located along the Highway 17 Business Corridor. It has been used as a commercial office since 2005 for which a permit was obtained. The GB zone allows for a broader range of business uses. As you are aware, the Highway 17 corridor is already experiencing rapid growth. We expect this growth to intensify during the next several years. One of the factors that has been limiting growth in this area is the lack of a water and sewer services. Recently, both a public water distribution system and a private wastewater disposal system have been constructed to service the property. We are currently connected to the public water system and we understand that we can connect to the wastewater as early as November 2015. The wastewater system runs from Topsail High School to a plant just north of the Pender/New Hanover County line and the owner has indicated that we are eligible to connect to it.

Most of the property that fronts the Highway 17 corridor in the area of the subject property is already zoned GB. The subject property is actually located in a RP zone pocket. Properties on the west side of US 17 and within 300 feet or so to the north and south from the subject property are already zoned GB. Additionally, all of the property across Highway 17 is zoned GB. The property directly across Highway 17 is a mini storage facility and car lot. Another reason the property needs to be rezoned is because banks and other lenders will no longer finance the property as residential. We had to enter a commercial loan agreement at a higher interest rate and limited term with two different banks.

Thank you for your consideration.

Sincerely,

Nicholas K. Shepard
Member/Manager

Attachments: List of Property Owners Adjacent to 13471 US Highway 17 N.

Exhibit 1

This instrument drawn by: Nin Henry Checked by: Eric Kay

RETURN TO: M. F. LEWIS, DIVISION RIGHT OF WAY AGENT
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
124 DIVISION DRIVE, WILMINGTON, NC 28401

BK 1146PG005

NORTH CAROLINA
PENDER COUNTY
TAX LOT NO. P-13-143

I. D. NO. R-2405BB
STATE HIGHWAY PROJECT 8.279005T
F. A. PROJECT N/A
PARCEL 002

THIS FEE SIMPLE DEED, made and entered into this the 5th day of JANUARY, 1996, by and between Willis Nixon and wife Sonya L. Nixon
13471 US Highway 17 North
Wilmington, North Carolina 28405
hereinafter referred to as the GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT:

WITNESSETH:

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ 18,100.00 agreed to be paid by the DEPARTMENT TO THE GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE the right of way located in Topsail Township, Pender County, North Carolina, which is particularly described as follows:

Beginning at a point 84.77 feet northwesterly of and normal to Survey Station 574+98.54, Survey Line L-1; thence southeasterly in a straight line to a point on the northeastern property line of the Grantors, common with Henry Howard, now or formerly, said point being 80.42 feet northwesterly of and normal to Survey Line L-1; thence southeasterly along and with the aforesaid northeastern property line, if extended, and crossing Survey Line L-1 to the point of intersection with Survey Line L; thence southwesterly along and with Survey Line L to the point of intersection with the southwestern property line of the Grantors, common with Corbett Package Co., now or formerly, and if extended; thence northwesterly along and with the aforesaid extended southwestern property line and crossing Survey Line L-1 to a point 84.23 feet northwesterly of and normal to Survey Line L-1; thence northeasterly in a straight line to the point of beginning.

FILED
'96 JUN 20 PM 3 1
JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, N.C.

TO HAVE AND TO HOLD the aforesaid right of way and all privileges and appurtenances thereunto belonging to the DEPARTMENT in FEE SIMPLE.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Pender County Registry in Deed Book 522 at Page 82

The final right of way plans showing the above-described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description.

This deed is subject to the following provisions only: The following area is to be used as a temporary construction easement which will expire upon completion of construction of the project: Beginning at a point 140 feet northwesterly of and normal to Survey Station 575+00, Survey Line L; thence southeasterly in a straight line to a point 84.77 feet northwesterly of and normal to Survey Station 574+98.54, Survey Line L-1; thence southwesterly in a straight line to a point on the southwestern property line of the Grantors, common with Corbett Package Co., now or formerly, said point being 84.23 feet northwesterly of and normal to Survey Line L-1; thence northwesterly along and with the aforesaid southwestern property line to a point, said point being 140 feet northwesterly of and normal to Survey Line L; thence northeasterly in a straight line to the point of beginning.

R/W D-1
Page 1

Rev. Stamps - $37.00

PENDER COUNTY NC 06/20/96
$37.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

Exhibit 1

BK1146PG006

PROJECT 6.279005T PARCEL 002

The GRANTORS by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: NONE

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

(Corporate Name)

By: _____ President

ATTEST: _____ Secretary

(Corporate Seal)

Willis Nixon (SEAL)
Willis Nixon

(SEAL)

Sonya L. Nixon (SEAL)
Sonya L. Nixon

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

M.M. RADFORD NOTARY PUBLIC NEW HANOVER COUNTY, NC

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION

BY: _____ JAN 17 1996

NORTH CAROLINA, NEW HANOVER COUNTY

I, M.M. RADFORD, a Notary Public of the County and State aforesaid, certify that WILLIS NIXON AND SONYA L. NIXON, GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of JANUARY, 1996.

My Commission expires: 11/26/99

M.M. Radford
Notary Public

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of the County and State aforesaid certify that _____ personally came before me this day and acknowledged that ___he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this the _____ day of _____, 19___.

My Commission expires: _____

Notary Public

The foregoing Certificate(s) of M.M. Radford is/are certified to be correct. This instrument and this certificate are duly recorded on the 20 day of June, 1996 in Book 1146, Page 006 at 3:10 o'clock P.M.

JOYCE M. SWICEGOOD REGISTER OF DEEDS FOR Pender COUNTY

BY Joyce M. Swicegood ~~Deputy/Assistant~~ - Register of Deeds

Exhibit 1

B3917 P0235 04-27-2011 09:14:28 000
Faye Teachey Prevatte PROF
Pender County, NC Register of Deeds page 1 of 17

DEED OF TRUST SECURING FUTURE ADVANCES

COLLATERAL IS OR INCLUDES FIXTURES

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

This Deed of Trust prepared by:
X _____
RBC Bank (USA) - Lending Service Center

THIS DEED OF TRUST is dated April 15, 2011, among WHITE HOUSE INVESTMENTS, LLC, also known as WHITEHOUSE INVESTMENTS, LLC whose address is 602 Ravenswood Rd, Hampstead, NC 28443 ("Grantor"); RBC Bank (USA), whose address is Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CB Services Corp., whose address is 134 North Church Street, PO Box 1220 , Rocky Mount, NC 27802 (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 Pender County, State of North

P

Exhibit 1

Carolina:

See Attached Exhibit, 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 or its address is commonly known as 13471 US HWY 17N, Hampstead, NC 28443.

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:

FUTURE ADVANCES. The Indebtedness secured by this Deed of Trust is for present and future advances and/or present and future obligations that may from time to time be made or incurred under this Deed of Trust and this Deed of Trust is given to secure all present and future advances and/or obligations made to or incurred by Grantor. The period in which future advances may be made and/or future obligations may be incurred and secured by this Deed of Trust is the period between the date hereof and that date which is thirty (30) years from the date hereof. The amount of present obligations secured by this Deed of Trust is One Hundred Eighty-three Thousand Two Hundred & 00/100 Dollars ($183,200.00) and the maximum principal amount, including present and future advances and/or obligations, that may be secured by this Deed of Trust at any one time is One Hundred Eighty-three Thousand Two Hundred & 00/100 Dollars ($183,200.00.) Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. All future advances and/or obligations shall be considered to be made or incurred pursuant to the requirements of North Carolina General Statutes Sections 45-67, et. seq., or any amendments thereto.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that 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 tenantable 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 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. If any Grantor is a

Exhibit 1

corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. 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 replacement 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 Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal 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.

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 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 Grantor'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 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 Grantor which Grantor 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 Grantor.

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) 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 Grantor pays all the Indebtedness, including without limitation all future advances, when due, and 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 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. Grantor 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. 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 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 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's 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 Grantor or on 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 dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if 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 Grantor under the terms of any other agreement between 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 Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor 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 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.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor 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 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 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 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.

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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, 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.

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.

Exhibit 1

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.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM. Grantor represents, warrants and covenants to Bank as follows: (1) Grantor (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Grantor is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Grantor has not and shall not use all or any part of the proceeds, advances or other amounts or sums constituting or evidenced by the Obligations, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

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.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of New Hanover County, State of North Carolina.

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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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 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 RBC Bank (USA), and its successors and assigns.

Borrower. The word "Borrower" means WHITE HOUSE INVESTMENTS, LLC 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.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

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 WHITE HOUSE INVESTMENTS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 RBC Bank (USA), its successors and assigns.

Note. The word "Note" means the Note dated April 15, 2011 in the principal amount of $183,200.00 from Borrower to Lender and any other Note from Borrower to Lender pursuant to which future advances intended to be secured by this Agreement are made, together with all present and future obligations evidenced thereby and secured by this Agreement and together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

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.

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 CB Services Corp., whose address is 134 North Church Street, PO Box 1220 , Rocky Mount, NC 27802 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WHITE HOUSE INVESTMENTS, LLC

By: Carol S. Shepard
Carol S. Shepard, Manager of WHITE HOUSE INVESTMENTS, LLC

By: Nicholas K. Shepard Manager
Nicholas K. Shepard, Manager of WHITE HOUSE INVESTMENTS, LLC

Exhibit 1

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NC)
) SS
COUNTY OF New Hanover)

I, William C Lilley Jr, a Notary Public for said County and State, certify that **Carol S. Shepard, Manager of WHITE HOUSE INVESTMENTS, LLC and Nicholas K. Shepard, Manager of WHITE HOUSE INVESTMENTS, LLC** personally came before me this day and acknowledged the due execution of the foregoing instrument in writing by themselves for **WHITE HOUSE INVESTMENTS**, LLC, a limited liability company, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this the 18 day of April, 2011.

Notary Public

My Commission Expires:
11/29/14

(Affix Notarial Seal Here)

WILLIAM C. LILLEY JR.
NOTARY
My Comm. Exp.
PUBLIC
MARTIN COUNTY, N. C.

LASER PRO Lending, Ver. 5.54.00.006 Copr. Harland Financial Solutions, Inc. 1997, 2011. All Rights Reserved. - NC C:\LASERPRO\CFI\LPL\G01.FC TR-159129 PR-11

Exhibit 1

EXHIBIT A

BEING in the County of Pender and State of North Carolina, and being described as follows:

All that certain lot or parcel of land situated in Topsail Township, Pender County, North Carolina adjacent to and West of the Western right of way line of the Seaboard Coastline Railroad. (Wilmington to New Bern Branch) and being more fully described as follows:

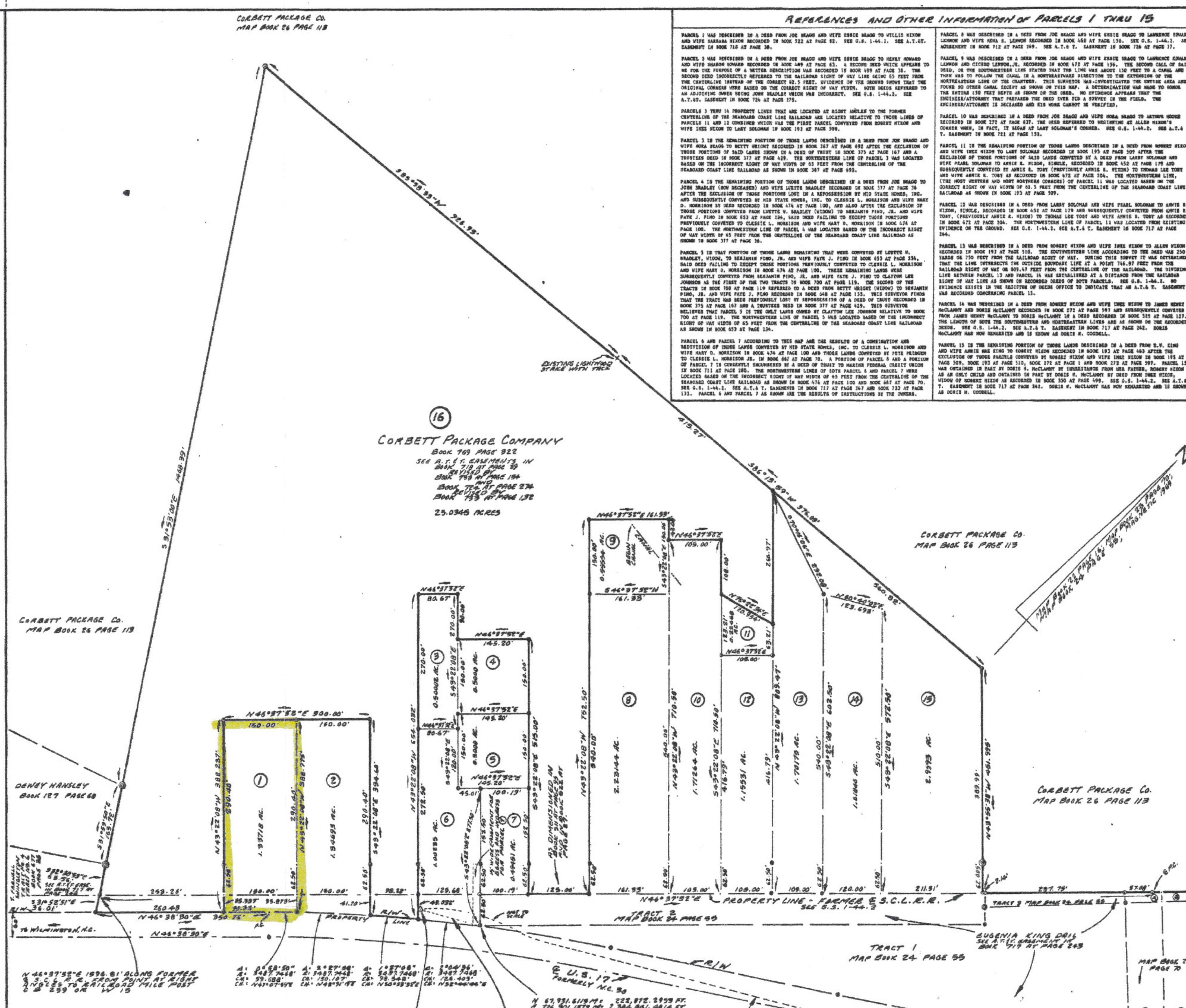
Beginning at an iron pipe in the Western right of way of the Seaboard Coastline Railroad, said iron pipe being located North 42 degrees 30 feet West 62.5 feet from a nail and cap in the centerline of the railroad and said nail and cap is located at a point that is North 47 degrees 30 minutes East 1850.07 feet from an old nail and cap in the centerline of said Railroad and said old nail and cap being opposite Mile Post #259; running thence, from the Beginning so located, North 42 degrees 30 minutes West 290.40 feet to an iron pipe; thence, North 47 degrees 30 minutes East 150.00 feet to an iron pipe; thence South 42 degrees 30 minutes East 290.40 feet to an iron pipe in the western right of way line of said Railroad; thence with the western right of way line of said Railroad South 47 degrees 37 minutes West 150.00 feet to the Beginning, containing 1.0 acre, more or less, and is as surveyed by Thompson Surveying Co., P.A., of Burgaw in April, 1977, LESS AND EXCEPT that property conveyed to the Department of Transportation recorded 06/26/96 in Book 1146 at Page 5, records of Pender County, North Carolina.

The above referenced property is conveyed together with that parcel or tract of land which lies between the western right of way line of NC Highway 17 and the eastern property line of the above described tract and is the extended north and south property lines of the subject tract.

This additional tract is the former Seaboard Coastline Railroad right of way lying between the above referenced tract and US Highway 17 and was acquired by operation of NCGS 1-4.2.

Exhibit 1

Also being part of Lot 1 in Map of Survey for Corbett Package Company Subdivision as the same is shown on a map thereof recorded in Map Book 27 at Page 76 in the Pender County Registry; and being that property having Tax ID Number 3282-42-3687-0000 and described in instrument recorded in Book 2577 at Page 152 in said Registry.



REFERENCES AND OTHER INFORMATION OF PARCELS 1 THRU 15

PARCEL 1 WAS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE ESSIE BRAGG TO WILLIS NIXON AND WIFE BARBARA NIXON RECORDED IN BOOK 522 AT PAGE 82. SEE G.S. 1-44.2. SEE A.T.&T. EASEMENT IN BOOK 718 AT PAGE 38.

PARCEL 2 WAS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE ESSIE BRAGG TO HENRY HOWARD AND WIFE SHARON HOWARD RECORDED IN BOOK 489 AT PAGE 63. A SECOND DEED WHICH APPEARS TO BE FOR THE PURPOSE OF A BETTER DESCRIPTION WAS RECORDED IN BOOK 499 AT PAGE 38. THE SECOND DEED INCORRECTLY REFERRED TO THE RAILROAD RIGHT OF WAY LINE BEING 65 FEET FROM THE CENTERLINE INSTEAD OF THE CORRECT 62.5 FEET. EVIDENCE ON THE GROUND SHOWS THAT THE ORIGINAL CORNERS WERE BASED ON THE CORRECT RIGHT OF WAY WIDTH. BOTH DEEDS REFERRED TO AN ADJOINING OWNER BEING JOHN BRADLEY WHICH WAS INCORRECT. SEE G.S. 1-44.2. SEE A.T.&T. EASEMENT IN BOOK 724 AT PAGE 275.

PARCELS 3 THRU 14 PROPERTY LINES THAT ARE LOCATED AT RIGHT ANGLES TO THE FORMER CENTERLINE OF THE SEABOARD COAST LINE RAILROAD ARE LOCATED RELATIVE TO THOSE LINES OF PARCELS 11 AND 12 COMBINED WHICH WAS THE FIRST PARCEL CONVEYED FROM ROBERT NIXON AND WIFE INEZ NIXON TO LARY SOLOMAN IN BOOK 193 AT PAGE 509.

PARCEL 3 IS THE REMAINING PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE NORA BRAGG TO BETTY WRIGHT RECORDED IN BOOK 367 AT PAGE 692 AFTER THE EXCLUSION OF THOSE PORTIONS OF SAID LANDS SHOWN IN A DEED OF TRUST IN BOOK 375 AT PAGE 167 AND A TRUSTEES DEED IN BOOK 377 AT PAGE 429. THE NORTHWESTERN LINE OF PARCEL 3 WAS LOCATED BASED ON THE INCORRECT RIGHT OF WAY WIDTH OF 65 FEET FROM THE CENTERLINE OF THE SEABOARD COAST LINE RAILROAD AS SHOWN IN BOOK 367 AT PAGE 692.

PARCEL 4 IS THE REMAINING PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM JOE BRAGG TO JOHN BRADLEY (NOW DECEASED) AND WIFE LUETTE BRADLEY RECORDED IN BOOK 377 AT PAGE 36 AFTER THE EXCLUSION OF THOSE PORTIONS LOST IN A REPOSSESSION BY MID STATE HOMES, INC. AND SUBSEQUENTLY CONVEYED BY MID STATE HOMES, INC. TO CLESSIE L. MORRISON AND WIFE MARY D. MORRISON BY DEED RECORDED IN BOOK 474 AT PAGE 100, AND ALSO AFTER THE EXCLUSION OF THOSE PORTIONS CONVEYED FROM LUETTE W. BRADLEY (WIDOW) TO BENJAMIN PINO, JR. AND WIFE FAYE J. PINO IN BOOK 653 AT PAGE 234, SAID DEED FAILING TO EXCEPT THOSE PORTIONS PREVIOUSLY CONVEYED TO CLESSIE L. MORRISON AND WIFE MARY D. MORRISON IN BOOK 474 AT PAGE 100. THE NORTHWESTERN LINE OF PARCEL 4 WAS LOCATED BASED ON THE INCORRECT RIGHT OF WAY WIDTH OF 65 FEET FROM THE CENTERLINE OF THE SEABOARD COAST LINE RAILROAD AS SHOWN IN BOOK 377 AT PAGE 36.

PARCEL 5 IS THAT PORTION OF THOSE LANDS REMAINING THAT WERE CONVEYED BY LUETTE W. BRADLEY, WIDOW, TO BENJAMIN PINO, JR. AND WIFE FAYE J. PINO IN BOOK 653 AT PAGE 234, SAID DEED FAILING TO EXCEPT THOSE PORTIONS PREVIOUSLY CONVEYED TO CLESSIE L. MORRISON AND WIFE MARY D. MORRISON IN BOOK 474 AT PAGE 100. THESE REMAINING LANDS WERE SUBSEQUENTLY CONVEYED FROM BENJAMIN PINO, JR. AND WIFE FAYE J. PINO TO CLAYTON LEE JOHNSON AS THE FIRST OF THE TWO TRACTS IN BOOK 700 AT PAGE 119. THE SECOND OF THE TRACTS IN BOOK 700 AT PAGE 119 REFERRED TO A DEED FROM BETTY WRIGHT (WIDOW) TO BENJAMIN PINO, JR. AND WIFE FAYE J. PINO RECORDED IN BOOK 648 AT PAGE 135. THIS SURVEYOR FINDS THAT THE TRACT HAD BEEN PREVIOUSLY LOST BY REPOSSESSION OF A DEED OF TRUST RECORDED IN BOOK 375 AT PAGE 167 AND A TRUSTEES DEED IN BOOK 377 AT PAGE 429. THIS SURVEYOR BELIEVES THAT PARCEL 5 IS THE ONLY LANDS OWNED BY CLAYTON LEE JOHNSON RELATIVE TO BOOK 700 AT PAGE 119. THE NORTHWESTERN LINE OF PARCEL 5 WAS LOCATED BASED ON THE INCORRECT RIGHT OF WAY WIDTH OF 65 FEET FROM THE CENTERLINE OF THE SEABOARD COAST LINE RAILROAD AS SHOWN IN BOOK 653 AT PAGE 234.

PARCEL 6 AND PARCEL 7 ACCORDING TO THIS MAP ARE THE RESULTS OF A COMBINATION AND REDIVISION OF THOSE LANDS CONVEYED BY MID STATE HOMES, INC. TO CLESSIE L. MORRISON AND WIFE MARY D. MORRISON IN BOOK 474 AT PAGE 100 AND THOSE LANDS CONVEYED BY PETE PRIDGEN TO CLESSIE L. MORRISON JR. IN BOOK 667 AT PAGE 70. A PORTION OF PARCEL 6 AND A PORTION OF PARCEL 7 IS CURRENTLY ENCUMBERED BY A DEED OF TRUST TO MARINE FEDERAL CREDIT UNION IN BOOK 711 AT PAGE 280. THE NORTHWESTERN LINES OF BOTH PARCEL 6 AND PARCEL 7 WERE LOCATED BASED ON THE INCORRECT RIGHT OF WAY WIDTH OF 65 FEET FROM THE CENTERLINE OF THE SEABOARD COAST LINE RAILROAD AS SHOWN IN BOOK 474 AT PAGE 100 AND BOOK 667 AT PAGE 70. SEE G.S. 1-44.2. SEE A.T.& T. EASEMENTS IN BOOK 717 AT PAGE 247 AND BOOK 733 AT PAGE 133. PARCEL 6 AND PARCEL 7 AS SHOWN ARE THE RESULTS OF INSTRUCTIONS BY THE OWNERS.

PARCEL 8 WAS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE ESSIE BRAGG TO LAWRENCE EDWARD LENNON AND WIFE RENA S. LENNON RECORDED IN BOOK 462 AT PAGE 156. SEE G.S. 1-44.2. SEE AGREEMENT IN BOOK 712 AT PAGE 269. SEE A.T.& T. EASEMENT IN BOOK 726 AT PAGE 77.

PARCEL 9 WAS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE ESSIE BRAGG TO LAWRENCE EDWARD LENNON AND CICERO LENNON, JR. RECORDED IN BOOK 472 AT PAGE 156. THE SECOND CALL OF SAID DEED, OR THE SOUTHWESTERN LINE STATED THAT THE LINE WAS ABOUT 150 FEET TO A CANAL AND THEN WAS TO FOLLOW THE CANAL IN A NORTHEASTWARD DIRECTION TO THE EXTENSION OF THE NORTHEASTERN LINE OF THE GRANTEES. THIS SURVEYOR HAS INVESTIGATED THE ENTIRE AREA AND FOUND NO OTHER CANAL EXCEPT AS SHOWN ON THIS MAP. A DETERMINATION WAS MADE TO HONOR THE ENTIRE 150 FEET DEPTH AS SHOWN ON THE DEED. NO EVIDENCE APPEARS THAT THE ENGINEER/ATTORNEY THAT PREPARED THE DEED EVER DID A SURVEY IN THE FIELD. THE ENGINEER/ATTORNEY IS DECEASED AND HIS WORK CANNOT BE VERIFIED.

PARCEL 10 WAS DESCRIBED IN A DEED FROM JOE BRAGG AND WIFE NORA BRAGG TO ARTHUR MOORE RECORDED IN BOOK 272 AT PAGE 637. THE DEED REFERRED TO BEGINNING AT ALLEN NIXON'S CORNER WHEN, IN FACT, IT BEGAN AT LARY SOLOMAN'S CORNER. SEE G.S. 1-44.2. SEE A.T.& T. EASEMENT IN BOOK 721 AT PAGE 151.

PARCEL 11 IS THE REMAINING PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM ROBERT NIXON AND WIFE INEZ NIXON TO LARY SOLOMAN RECORDED IN BOOK 193 AT PAGE 509 AFTER THE EXCLUSION OF THOSE PORTIONS OF SAID LANDS CONVEYED BY A DEED FROM LARRY SOLOMAN AND WIFE PEARL SOLOMAN TO ANNIE R. NIXON, SINGLE, RECORDED IN BOOK 452 AT PAGE 179 AND SUBSEQUENTLY CONVEYED BY ANNIE R. TOBY (PREVIOUSLY ANNIE R. NIXON) TO THOMAS LEE TOBY AND WIFE ANNIE R. TOBY AS RECORDED IN BOOK 672 AT PAGE 204. THE NORTHWESTERN LINE, (THE MOST WESTERN AND MOST NORTHERN CORNERS) OF PARCEL 11 WAS LOCATED BASED ON THE CORRECT RIGHT OF WAY WIDTH OF 62.5 FEET FROM THE CENTERLINE OF THE SEABOARD COAST LINE RAILROAD AS SHOWN IN BOOK 193 AT PAGE 509.

PARCEL 12 WAS DESCRIBED IN A DEED FROM LARRY SOLOMAN AND WIFE PEARL SOLOMAN TO ANNIE R. NIXON, SINGLE, RECORDED IN BOOK 452 AT PAGE 179 AND SUBSEQUENTLY CONVEYED FROM ANNIE R. TOBY, (PREVIOUSLY ANNIE R. NIXON) TO THOMAS LEE TOBY AND WIFE ANNIE R. TOBY AS RECORDED IN BOOK 672 AT PAGE 204. THE NORTHWESTERN LINE OF PARCEL 12 WAS LOCATED FROM EXISTING EVIDENCE ON THE GROUND. SEE G.S. 1-44.2. SEE A.T.& T. EASEMENT IN BOOK 717 AT PAGE 244.

PARCEL 13 WAS DESCRIBED IN A DEED FROM ROBERT NIXON AND WIFE INEZ NIXON TO ALLEN NIXON RECORDED IN BOOK 193 AT PAGE 510. THE SOUTHWESTERN LINE ACCORDING TO THE DEED WAS 250 YARDS OR 750 FEET FROM THE RAILROAD RIGHT OF WAY. DURING THIS SURVEY IT WAS DETERMINED THAT THE LINE INTERSECTS THE OUTSIDE BOUNDARY LINE AT A POINT 746.97 FEET FROM THE RAILROAD RIGHT OF WAY OR 809.47 FEET FROM THE CENTERLINE OF THE RAILROAD. THE DIVIDING LINE BETWEEN PARCEL 13 AND PARCEL 14 WAS ESTABLISHED AT A DISTANCE FROM THE RAILROAD RIGHT OF WAY LINE AS SHOWN ON RECORDED DEEDS OF BOTH PARCELS. SEE G.S. 1-44.2. NO EVIDENCE EXISTS IN THE REGISTER OF DEEDS OFFICE TO INDICATE THAT AN A.T.& T. EASEMENT WAS RECORDED CONCERNING PARCEL 13.

PARCEL 14 WAS DESCRIBED IN A DEED FROM ROBERT NIXON AND WIFE INEZ NIXON TO JAMES HENRY McCLAMMY AND DORIS McCLAMMY RECORDED IN BOOK 272 AT PAGE 597 AND SUBSEQUENTLY CONVEYED FROM JAMES HENRY McCLAMMY TO DORIS McCLAMMY IN A DEED RECORDED IN BOOK 519 AT PAGE 127. THE LENGTH OF BOTH THE SOUTHWESTERN AND NORTHEASTERN LINES ARE AS SHOWN ON THE RECORDED DEEDS. SEE G.S. 1-44.2. SEE A.T.& T. EASEMENT IN BOOK 717 AT PAGE 242. DORIS McCLAMMY HAS NOW REMARRIED AND IS KNOWN AS DORIS N. COGDELL.

PARCEL 15 IS THE REMAINING PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM R.V. KING AND WIFE ANNIE MAE KING TO ROBERT NIXON RECORDED IN BOOK 193 AT PAGE 463 AFTER THE EXCLUSION OF THOSE PARCELS CONVEYED BY ROBERT NIXON AND WIFE INEZ NIXON IN BOOK 193 AT PAGE 509, BOOK 193 AT PAGE 510, BOOK 272 AT PAGE 1 AND BOOK 272 AT PAGE 597. PARCEL 15 WAS OBTAINED IN PART BY DORIS N. McCLAMMY BY INHERITANCE FROM HER FATHER, ROBERT NIXON AS AN ONLY CHILD AND OBTAINED IN PART BY DORIS N. McCLAMMY BY DEED FROM INEZ NIXON, WIDOW OF ROBERT NIXON AS RECORDED IN BOOK 330 AT PAGE 499. SEE G.S. 1-44.2. SEE A.T.& T. EASEMENT IN BOOK 717 AT PAGE 242. DORIS N. McCLAMMY HAS NOW REMARRIED AND IS KNOWN AS DORIS N. COGDELL.

MAP OF SURVEY
FOR
CORBETT PACKAGE COMPANY

TOPSAIL TOWNSHIP PENDER COUNTY NORTH CAROLINA

SURVEYED AND MAPPED 1991 SCALE 1" = 100'

100' 50' 0' 100' 200' 300' 400'

JOHNIE C. GARRASON, REGISTERED LAND SURVEYOR NO. L-1347
810 BLUEBIRD LANE
WILMINGTON, NORTH CAROLINA, 28409

LEGEND AND NOTES

- EXISTING CONCRETE MONUMENT
- NEW CONCRETE MONUMENT (SUBSURFACE)
- EXISTING IRON PIPE
- NEW IRON PIPE
- EXISTING IRON STAKE (TOP ABOVE OR FLUSH WITH GROUND)
- NEW IRON STAKE (TOP ABOVE OR FLUSH WITH GROUND)
- EXISTING P. K. NAIL IN PAVEMENT
- NEW P. K. NAIL IN PAVEMENT
- EXISTING RAILROAD SPIKE IN PAVEMENT
- NEW RAILROAD SPIKE IN PAVEMENT
- EXISTING NAIL IN PAVEMENT
- NEW NAIL IN PAVEMENT
- EXISTING TACK IN PAVEMENT
- NEW TACK IN PAVEMENT
- INLINE MARKED TREE
- + • NO PERMANENT POINT SET OR RECOVERED DURING THIS SURVEY
- UTILITY POLE AND LINE
- "A", "H", "2", "B" TYPICAL POINT DESIGNATIONS
- ℄ CENTERLINE OF STREET OR ROAD ETC.
- R/W RIGHT OF WAY LINE
- CENTER OF RUN OF WATER COURSE
- ADJOINER'S PROPERTY LINE OR AS NOTED
- PROPERTY LINE OF THIS SURVEY

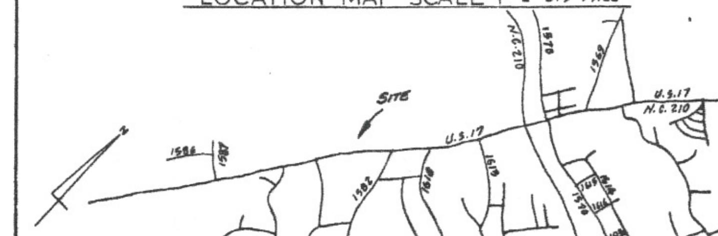
ALL OTHER POINTS, ITEMS, OR VARIATIONS AS NOTED

(1) (7) (14) (16) TYPICAL PARCEL DESIGNATION OF THIS MAP

ALIGNMENT LEGEND

P.O.T.	POINT ON TANGENT (INLINE)
P.O.S.T.	POINT ON SUBTANGENT
P.I.	POINT OF INTERSECTION
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
T.S.	TANGENT TO SPIRAL
S.C.	SPIRAL TO CURVE
C.S.	CURVE TO SPIRAL
S.S.	SPIRAL TO SPIRAL
S.T.	SPIRAL TO TANGENT
P.O.S.	POINT ON SPIRAL
Δ	CENTRAL ANGLE
D OR Dc	DEGREE OF CURVE
T OR Ts	TANGENT DISTANCE
L OR Lc	LENGTH OF CURVE
Ls	LENGTH OF SPIRAL
EXT. OR Es	EXTERNAL OF CURVE
Δs	SPIRAL ANGLE
CH.	CHORD
U	SPIRAL LONG TANGENT
V	SPIRAL SHORT TANGENT
R OR Rc	RADIUS OF CURVE
R OF 1° CURVE	5729.577951308' ARC DEFINITION

LOCATION MAP-SCALE 1" = 0.5 MILE



NORTH CAROLINA PENDER COUNTY

I, JOHNIE C. GARRASON, REGISTERED LAND SURVEYOR NO. L-1347, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME, THAT THE BOUNDARIES AS SHOWN BY THIS MAP ARE THOSE SURVEYED FROM THE FOLLOWING REFERENCES: AS SHOWN ON THE FACE OF THIS MAP.

THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM THE FOLLOWING REFERENCES: SAME AS ABOVE

THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10TH DAY OF DEC. A.D., 19 91.

Johnie C. Garrason

JOHNIE C. GARRASON, REGISTERED LAND SURVEYOR NO. L-1347

SEAL OR STAMP

NORTH CAROLINA REGISTERED LAND SURVEYOR SEAL L-1347 JOHNIE C. GARRASON

NORTH CAROLINA NEW HANOVER COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT JOHNIE C. GARRASON, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS 10TH DAY OF DEC. 19 91.

Glenda G. Garrason

GLENDA G. GARRASON, NOTARY PUBLIC

MY COMMISSION EXPIRES THE 24TH DAY OF OCTOBER, 19 94

SEAL OR STAMP

GLENDA G. GARRASON NOTARY PUBLIC NEW HANOVER COUNTY, N.C.

NORTH CAROLINA PENDER COUNTY

THE FOREGOING CERTIFICATE OF GLENDA G. GARRASON, NOTARY PUBLIC OF NEW HANOVER COUNTY, NORTH CAROLINA, IS CERTIFIED TO BE CORRECT; FILED FOR REGISTRATION ON THE 12 DAY OF December, 19 91 AT 11:45 (A.M. [redacted]) AND DULY RECORDED IN MAP BOOK 27 AT PAGE 76 ~~OR SLIDE~~

~~CABINET AT PAGE OR SLIDE NUMBER~~

JOYCE M. SWICEGOOD PENDER COUNTY REGISTER OF DEEDS

BY Brenda Corcutt Asst.

SURVEYOR'S DRAWING NO. 36-2-36

I, JOHNIE C. GARRASON, REGISTERED LAND SURVEYOR NO. L-1347, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS, ☒ OR ☒ :

- ☐ a. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- ☐ b. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- ☒ c. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND;
- ☒ d. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- ☐ e. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (d) ABOVE.

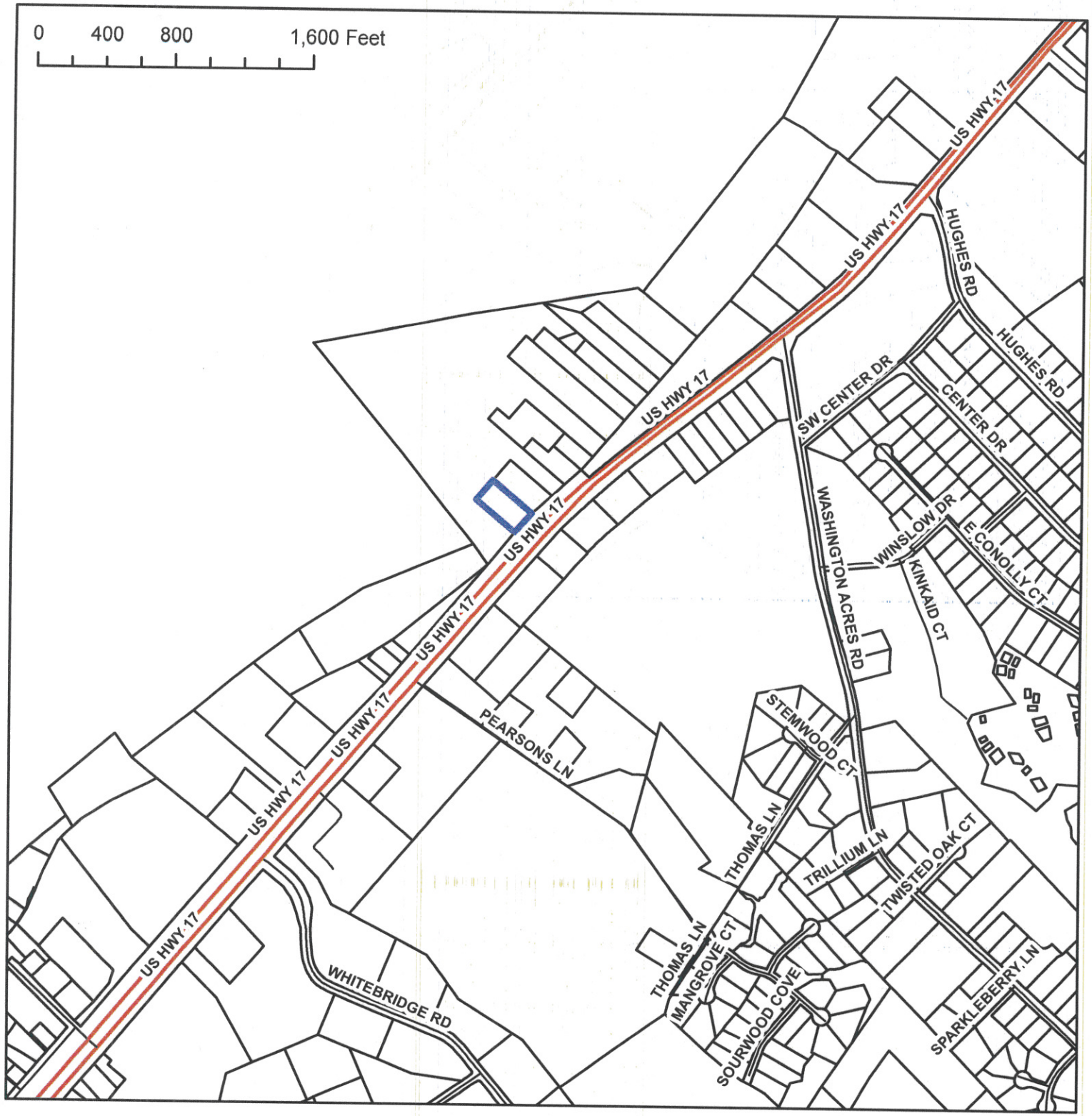
Johnie C. Garrason

JOHNIE C. GARRASON, REGISTERED LAND SURVEYOR NO. L-1347

APPROVED
DATE AWE 12/12/91
ZONING ENFORCEMENT

MB 27-76

27-76



COUNTY OF PENDER

Applicant:
Nicholas K. and Carol S. Shepard

Owner:
Whitehouse Investments LLC

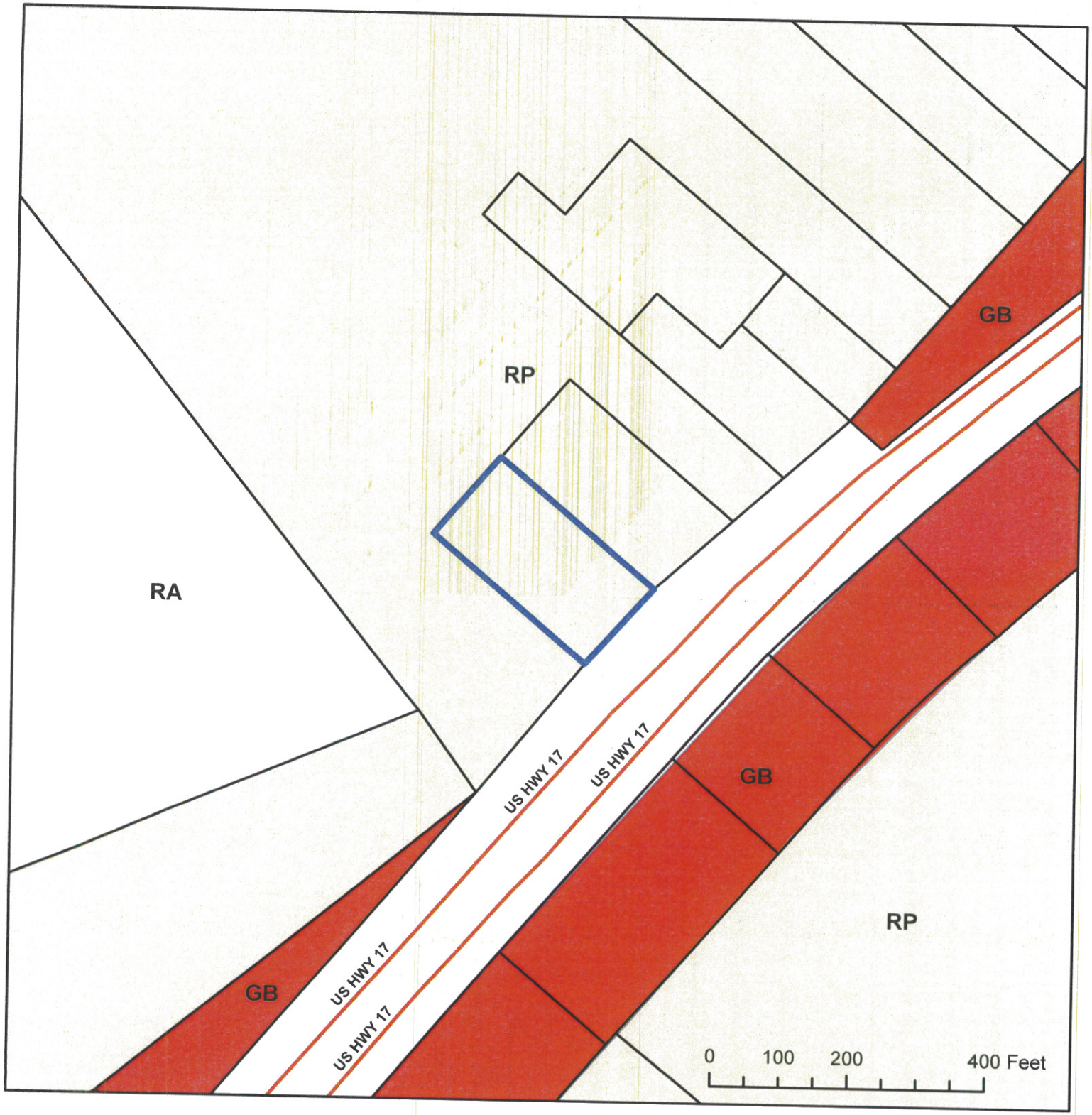
General Use Rezoning #11433

Legend

Subject Property

N

Vicinity



Applicant:
Nicholas K. and Carol S. Shepard

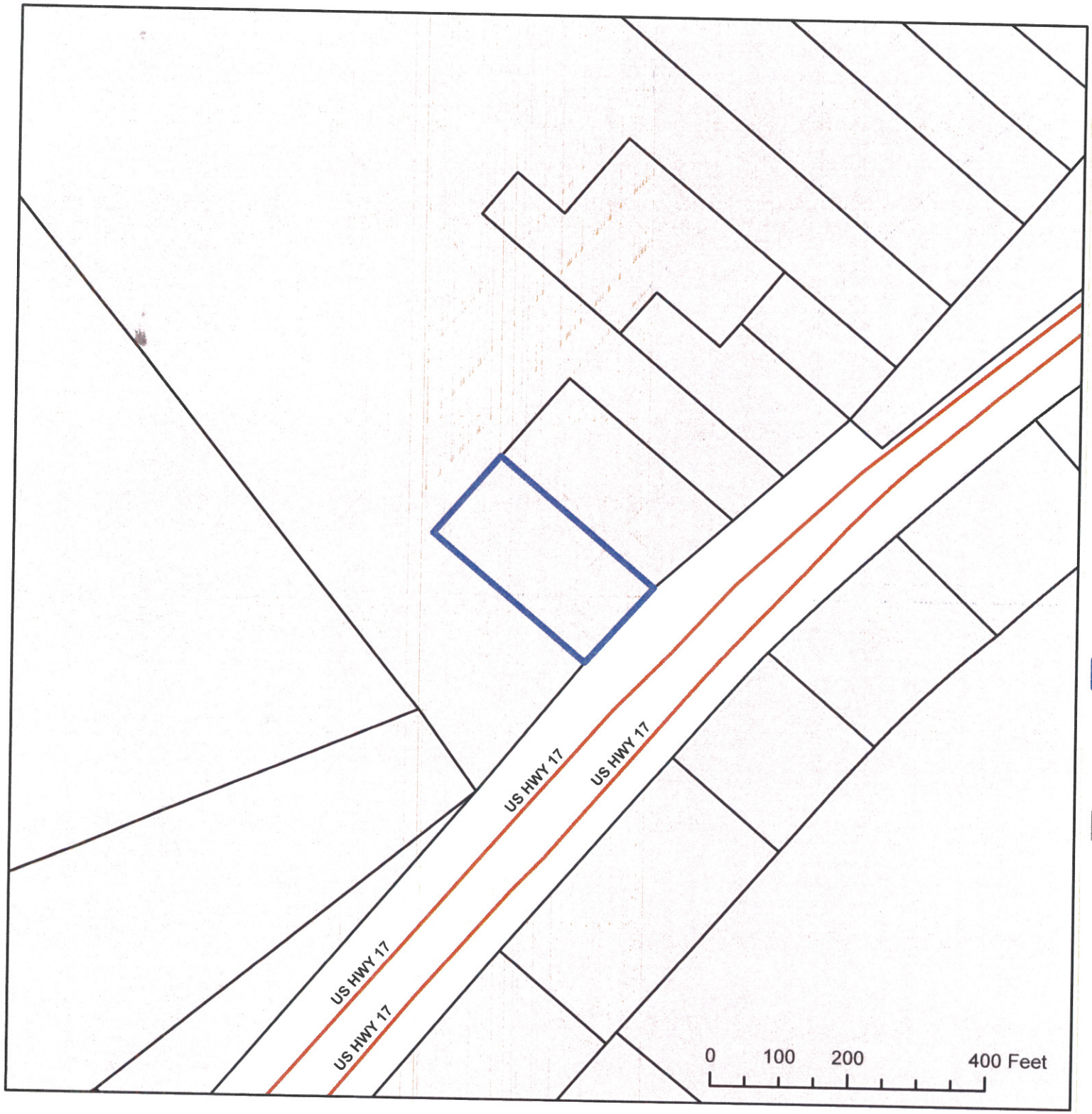
Owner:
Whitehouse Investments LLC

General Use Rezoning #11433

Legend

Subject Property

Current Zoning



Applicant:
Nicholas K. and Carol S. Shepard

Owner:
Whitehouse Investments LLC

General Use Rezoning #11433

Subject Property

2010 Land Use Classification

Conservation

Mixed Use

Suburban Growth

N

Future Land Use

Applicant:
Nicholas K. and Carol S. Shepard

Owner:
Whitehouse Investments LLC

General Use Rezoning #11433

Subject Property

N

2012 Aerial

PLANNING STAFF REPORT
ZONING MAP AMENDMENT

SUMMARY:

Hearing Date:	September 1, 2015 Planning Board October 26, 2015 Board of Commissioners
Applicant:	Coleman Parks
Property Owner:	Corbett Industries Inc.
Case Number:	11440

Rezoning Proposal: Coleman Parks, applicant, on behalf of Corbett Industries Inc., owner, is requesting approval of a Zoning Map Amendment for a general use rezoning of two (2) tracts totaling approximately 133.59 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district.

Property Record Number, Acreage, and Location: The subject properties, recorded on Register of Deeds Book 0352 Page 0335 and Book 0756 Page 0241 (Exhibit 1) and described in Real Estate Contract (Exhibit 2), are located along NC HWY 210 approximately 1,500 feet east of the intersection of NC HWY 210 and Island Creek Rd. (SR 1002) and along Harrison Creek Rd. (SR 1573) approximately 2,000 feet south of the intersection of Island Creek Rd. (SR 1002) and Harrison Creek Rd. (SR 1573) and may be further identified by Pender County PINs 3273-10-0849-0000 and 3273-33-1459-0000.

RECOMMENDATION

The application consists of a general use rezoning of two (2) tracts totaling approximately 133.59 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. As submitted, the request complies with all criteria set forth in Section 3.3.8 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with one (1) goal and two (2) policies of the 2010 Pender County Comprehensive Land Use Plan and conflicts with none. The Administrator respectfully recommends approval of the Zoning Map Amendment as described in this report.

HISTORY

The portions of the subject properties south of NC HWY 210 were designated as RA, Rural Agricultural zoning district on the 2003 Pender County Zoning Map. The area north of NC HWY 210 was zoned R-20, Residential zoning district and FA, Flood Hazard Area District on the 2003 Pender County Zoning Map. With the adoption of the 2010 Pender County Unified Development Ordinance, the designation of both properties was changed to RA, Rural Agricultural zoning district.

DESCRIPTION

Coleman Parks, applicant, on behalf of Corbett Industries Inc., owner, is requesting approval of a Zoning Map Amendment for a general use rezoning of two (2) tracts totaling approximately 133.59 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The

subject properties, recorded on Register of Deeds Book 0352 Page 0335 and Book 0756 Page 0241 (Exhibit 1) and described in Real Estate Contract (Exhibit 2), are located along NC HWY 210 approximately 1,500 feet east of the intersection of NC HWY 210 and Island Creek Rd. (SR 1002) and along Harrison Creek Rd. (SR 1573) approximately 2,000 feet south of the intersection of Island Creek Rd. (SR 1002) and Harrison Creek Rd. (SR 1573). The properties may be further identified by Pender County PINs 3273-10-0849-0000 and 3273-33-1459-0000.The subject tracts are vacant, wooded, and undeveloped.

The subject properties meets the minimum lot size of 15,000 square feet and the minimum rezoning acreage requirement of five (5) acres per Section 4.14 Zoning District Dimensional Requirements of the Pender County Unified Development Ordinance, for the RP, Residential Performance zoning district. Additionally, the subject properties meet the requirement of Pender County Unified Development Ordinance Section 4.14.3 as they are adjacent to properties that are currently zoned RP, Residential Performance zoning district.

As shown on the aerial, the easternmost tract has direct access to Harrison Creek Rd. (SR 1573) to the southwest and direct access to NC HWY 210 to the north. The westernmost tract is split by NC HWY 210; therefore it has direct access to NC HWY 210 to the north and to the south.

The properties have access to Pender County water but do not have access to a sewer system.

EVALUATION

This Zoning Map Amendment request has been evaluated for compliance with the Pender County Unified Development Ordinance and the 2010 Pender County Comprehensive Land Use Plan, as well as the existing land uses and zoning classifications in the surrounding area. The Zoning Map Amendment does not conflict with any existing policies, land uses, or zoning classifications.

3.3.8 Review Criteria for Rezoning

The Planning Board and Board of Commissioners shall consider the following matters in considering a rezoning request:

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

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

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

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

2010 Comprehensive Land Use Compliance: The 2010 Comprehensive Land Use Plan designates the subject properties as "Suburban Growth." The Suburban Growth land use classification identifies those areas of Pender County where significant residential growth is expected to occur within the planning horizon. Areas designated as Suburban Growth are located primarily adjacent to municipal planning jurisdictions and within or near high growth, un-incorporated areas of the County. Suburban Growth designates areas where public water and public sewer are available or are planned in the near future. Uses that would typically be allowed in Suburban Growth areas include medium-high density residential (single-family site-built and modular homes); limited non-residential uses (commercial, office, or public/institutional) that meet locational criteria. Locational criteria for non-residential uses include frontage and access to a major State highway or secondary road, location at a major intersection, proximity to similar uses, and spatial separation from non-compatible uses such as existing residential development

This Zoning Map Amendment request is consistent with one (1) goal and two (2) policies of the 2010 Comprehensive Land Use Plan and conflicts with none. The following goals and policies within this plan may be relevant to the proposed Zoning Map Amendment:

> **Growth Management Goal 1A.1:** Manage the physical growth and development of Pender County by promoting more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the predominant rural lifestyle and coastal environment that makes the County a unique place to live.
> **Policy 1A.1.2** Encourage development in areas where the necessary infrastructure – roads, water, sewer, and schools - are available, planned or can be most cost effectively provided and extended to serve existing and future development.
> **Policy 1A.1.5:** The County supports a pro-business/pro-growth attitude, balanced by a concern for preserving the natural assets and quality of life factors that make the area attractive to visitors and permanent residents alike.

Unified Development Ordinance Compliance: This is a general use rezoning, which will allow all uses permitted by-right in the RP, Residential Performance zoning district as shown in Section 5.2.3 Permitted Use Table of the Pender County Unified Development Ordinance. According to Section 4.7.2 of the Pender County Unified Development Ordinance, the RP, Residential Performance zoning district is intended to allow a variety of residential uses and densities as well as limited commercial activities and agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development. The RP, Residential Performance zoning district shall meet the following general standards:

1) Buildings on the periphery of a Residential Performance Development shall be setback no less than twenty (20') feet from the adjoining property line. Additional buffers may be required based on the adjacent land use. See buffer chart in Section 8.2.6.
2) All undivided areas within the development (other than street rights-of-way, parking, and structures) shall be designated as open space as defined in Appendix A Definitions and Article 8. Such open space shall be offered to the public or encumbered for the perpetual benefit of the residents.
3) Private streets will be permitted in Performance Residential Developments; however, dedication of public streets and utility easements shall be required if such are indicated on the

official plans as adopted by Pender County or any municipality if it is determined by the County Planning Board.

4) When a development proposal is submitted under this Article, it shall be processed as a Master Plan.
5) Projects proposing less than ten (10) lots shall be submitted as one phase and must be contiguous when submitted for final plat.
6) A homeowners association shall be established and kept continuously active, for the maintenance of open and private spaces and stormwater runoff, along with any private water, sewer or roads, when warranted.
7) All requirements of Article 9 Flood Damage Prevention must be met.
8) Any land designated as usable open space shall be used in calculating the density for a proposed development.
9) Buffer strips shall be required and maintained by the Homeowner's Association.
10) All preliminary plans shall provide the approximate delineation of Corps of Engineers Section 404 and Section 10 Wetlands.

US 17/NC 210 Corridor Study: The subject properties are located within the project study area of the US 17/NC 210 Corridor Study. Any development on the subject properties would be subject to the recommendations of the Study. The Study proposes a NC HWY 210 typical section that includes a 120-foot right-of-way with travel lanes, raised, planted median, and ten (10)-foot multi-use path. Additionally, the proposed Hampstead Bypass alignment runs through the southern area of both properties.

Existing Zoning and Land Use: The subject tracts are vacant, wooded, and undeveloped. Adjacent properties to the north and southwest, as well as a portion of properties adjacent to the east are zoned RA, Rural Agricultural zoning district and are primarily wooded, undeveloped tracts. To the south and west, as well as a portion of properties adjacent to the east are zoned RP, Residential Performance zoning district. Some of the tracts are developed with single-family residential houses. The Kings Landing subdivision is adjacent to the west. Immediately south of the Kings Landing subdivision, an adjacent two (2)-acre tract is zoned OI, Office & Institutional zoning district, and existing land use is a church. Along NC HWY 210, adjacent to the east, lies a ±5.07-acre tract that is zoned GB, General Business zoning district, and existing land use is a church and heavy equipment/trucking yard.

Environmental Concerns: According to FEMA Flood Insurance Rate Map Number 3720327300J Panel 3273 and Map Number 3720327200J Panel 3272 (adopted February 16, 2007) the northernmost area of the easternmost property is located within the AE Flood Zone, with Harrisons Creek being the flood source. The remaining areas of the properties are not located within any Special Flood Hazard Area (SFHA). Additionally there are no navigable waters on this property requiring compliance with CAMA regulations managed by the Division of Coastal Management. Areas of the subject properties may contain wetlands and would need to be verified before any land disturbing activities take place.

Public Notifications: Public notice of the proposal for map change has been advertised in the Pender-Topsail Post and Voice. Adjacent property owners have been given written notice of the request, and a sign has been placed on the subject properties. Prior to any development on the subject properties, all necessary local, state, and federal permits would be required.

RECOMMENDATION

The application consists of a general use rezoning of two (2) tracts totaling approximately 133.59 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. As submitted, the request complies with all criteria set forth in Section 3.3.8 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with one (1) goal and two (2) policies of the 2010 Pender County Comprehensive Land Use Plan and conflicts with none. The Administrator respectfully recommends approval of the Zoning Map Amendment as described in this report.

BOARD ACTION FOR REZONING REQUEST

Motion: _____ **Seconded:** _____

Approved: _____**Denied:** _____**Unanimous:** _____

Williams: __ McClammy: __ Fullerton: __ Baker: __ Edens: __ Marshburn: __ Nalee: __

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA 11440	**Date**	7-21-15
Application Fee	$ 1785.90	**Receipt No.**	151798
Pre-Application Conference	7-21-15	**Hearing Date**	PB 9-1-15 BOCC 10-26-15

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Coleman Parks	**Owner's Name:**	Corbett Industries
Applicant's Address:	214 Barnacle Circle	**Owner's Address:**	P O Drawer 210
City, State, & Zip	Lexington SC 29072	**City, State, & Zip**	Wilmington NC 28401
Phone Number:	803-960-8991	**Phone Number:**	910-763-9991
Legal relationship of applicant to land owner:	By Agency or contract to purchase ~~EXHIBIT "A"~~ (EXHIBIT 2)		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3273-10-0849-0000, 3273-33-14~~59~~-0000	**Total property acreage:**	58.59, 75, ~~1.37, less power lin~~
Current Zoning District:	RA	**Proposed Zoning District:**	RP
Project Address :	Hwy 210 at Island Creek		
Description of Project Location:	5 miles from Hampstead, near Avendale and Island Creek Subdivisions		

SECTION 3: SIGNATURES			
Applicant's Signature	Coleman Parks	**Date:**	7-21-15
Owner's Signature	SEE EXHIBIT ~~4~~ 2	**Date:**	7-21-15

NOTICE TO APPLICANT

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

Rezoning/Zoning Map Amendment Checklist

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

Office Use Only

☑	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter*)	**Total Fee Calculation: $** 1785.90

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

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

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☑ Check # 483

Application received by:	Anita H. Cing	**Date:** 7-21-15
Application completeness approved by:	Anita H. Cing	**Date:** 7-21-15

Dates scheduled for public hearing:
☑ **Planning Board:** 9-1-15
☑ **Board of Commissioners:** 10-26-15

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

Print Form

7-21-15

LETTER OF INTENT TO REZONE

Coleman Parks, Advance Design Build, is asking to re-zone this tract of approx. 133 acres (75 ac + 58 ac) owned by Corbett Industries, currently zoned RA, to RP. This is to allow residential development per the RP zoning.
A preliminary development plan will be submitted when the wetlands delineation is completed.

Regards
Coleman Parks
Advance Design Build
803-960-8991

Exhibit 1

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

D E E D

THIS INDENTURE, Made this the 5th. day of March, 1959, by E. V. VESTAL and wife, Lorena B. VESTAL, of the County of Duplin and State of North Carolina, parties of the first part; and CORBETT INDUSTRIES, INC., A Corporation of the County of New Hanover and State of North Carolina, party of the second part.

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other valuable considerations to them in hand paid by the said party of the second part; the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, aliened and conveyed, and by these presents do hereby give, grant, bargain and sell, alien, convey and confirm unto the said party of the second part, and to its successors or assigns, forever, all that certain lot or lots of land, situated, lying and being in Topsail Township, County of Pender, and State of North Carolina, bounded and described as follows, to-wit:

BEGINNING at the run of Harrison's Creek, at J. W. Westbrook's corner, running thence S. 9° W 810 feet to the Main Road, running thence along said road South 80°, 30' West, 1612 feet to a stake on the South side of said road; thence South 21° West 1,410 feet to a stake, J. W. Westbrook's corner; thence South 25° East 670 feet to Ramsey's corner; thence South 24° 30' West 1,188 feet to a stake; thence South 31° West 470 feet to another stake, Louis Powell's corner; thence with Powell's line South 85° 30' West 1,645 feet to a bay tree, his corner in Ceeley's Branch; thence North 41° 15' East 3,020 feet to a stake; thence North 20° East 1,340 feet to a stake in the main road; thence North 15° East 3,000 feet to a stake in the run of Harrison's Creek; and thence up and with the run of said creek to the Beginning.

Together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said party of the second part, its successors and assigns, in fee simple, FOREVER.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals, this the day and year first hereinabove written.

E. V. Vestal (SEAL)

Lorena B. Vestal (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, J. S. Barker, Jr., a Notary Public in and for the State and County aforesaid, do hereby certify that E. V. VESTAL and wife, Lorena B. VESTAL, personally appeared before me this day and acknowledge the due execution of the foregoing and annexed Instrument for the purposes therein expressed.

WITNESS my hand and seal, this the 5th. day of March.

J. S. Barker, Jr. N. P. (SEAL)
Notary Public

My commission expires: October 16, 1960.

STATE OF NORTH CAROLINA - Pender County
The foregoing certificate of J. S. Barker, Jr. a Notary Public of New Hanover County, under his official seal is adjudged to be correct. Let the said instrument and the certificates be registered.

This, the 6 day of March 1959.

C. D. Murphy
CLERK OF SUPERIOR COURT

Filed for registration on the 6 day of March 1959 at 11:05 o'clock A. M.

H O Coleman
REGISTER OF DEEDS.

Exhibit 1

BOOK 0756 PAGE 241

STATE OF NORTH CAROLINA

COUNTY OF PENDER

FILED
'90 JUL 5 PM 12 02
JOYCE M. SWIOEGOOD
REGISTER OF DEEDS
PENDER COUNTY, N.C.

THIS DEED, made and entered into this the 3rd day of May, 1990, by and between JAMES R. HILLIS, SR. and wife, LINDA WOOD HILLIS, (hereinafter "Grantor"), and CORBETT INDUSTRIES, INC., a North Carolina corporation, whose mailing address is

P. O. Box 210, Wilmington, North Carolina 28402

(hereinafter "Grantee"), whether one or more persons, firms or corporations). The designation Grantor and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

THE GRANTOR AND GRANTEE desiring to establish a new boundary line between their respective properties, have had the line surveyed and have agreed to execute cross-deeds to convey to each other the lands necessary to conform to their agreement.

NOW, THEREFORE, the GRANTOR, for and in consideration of ONE ($1.00) DOLLAR, to them in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the Grantee, its successors and assigns all of their right, title, claim, interest and estate in that certain real estate located in Topsail Township, Pender County, North Carolina, and being more particularly described as follows:

BEGINNING at a new iron pipe in the northern or northeastern right-of-way line of N.C. Highway 210, 50 feet from the centerline thereof, said beginning iron pipe being located a chord bearing and distance of North 70 degrees 28 minutes 00 seconds West 413.60 feet from an existing iron pipe, point "W", the P.C. of a circular curve in said right-of-way as shown on a map entitled "Map of Survey of the Moses Frank Millis, Estate" as recorded in Map Book 24 at Page 226 of the Pender County Registry; running thence from said beginning point with the abovementioned northern or northeastern right-of-way line of N.C. Highway 210, a circular curve to the left having a radius of 2922.063859 feet, in a northwesterly direction to point "T" as shown on said map, the most western corner of Tract "B" as shown on said map, the above-mentioned point "T" being located a chord bearing and distance of North 80 degrees 20 minutes 37 seconds West 592.475 feet from the above described beginning point; running thence with a dividing line between Tract "B" and Corbett Industries, Inc. as shown on said map, North 81 degrees 36 minutes 00 seconds East 715.46 feet to a new iron pipe; running thence a new line, South 31 degrees 14 minutes 44 seconds West 238.49 feet to the beginning point and containing 1.3715 acres and being a portion of the above-mentioned Tract "B" that was conveyed to James R. Millis, Sr. and wife, Linda Wood Millis by Deed Book 732 at Page 156 of the Pender County Registry.

This conveyance, along with a Cross-Deed from Grantee to Grantor to be recorded simultaneously herewith, is intended to create a new property line beginning at an

DRAFTSMAN: DAVID C. BAREFOOT
BURNEY, BURNEY, BAREFOOT & BAIN
110 N. Fifth Avenue/P. O.Box 89
Wilmington, N. C. 28402

Recorded and Verified
Joyce M. Swioegood
Register of Deeds
Pender County, N.C.

Exhibit 1

existing iron pipe, point "V", in the centerline of the run of Harrison's Creek as shown on the above-mentioned map and running South 31 degrees 14 minutes 44 seconds West 1262.07 feet to a new iron pipe in the northern or northeastern right-of-way line of N.C. 210, said point being located a chord bearing and distance of North 70 degrees 28 minutes 00 seconds West 413.60 feet from an existing iron pipe, point "W", the P.C. of a circular curve in said right-of-way as shown on said map.

THIS CONVEYANCE is intended to convey from the Grantors to the Grantee those lands adjacent to and on the <u>northwestern</u> side of the above new property line between the parties.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said Grantee in **FEE SIMPLE**, forever.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals, all the day and year first above written.

James R Millis Sr. (SEAL)
JAMES R. MILLIS, SR.

Linda Wood Millis (SEAL)
LINDA WOOD MILLIS

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Glenda G. Garrason, a Notary Public in and for the aforesaid County and State do hereby certify that **JAMES R. MILLIS** and wife, **LINDA WOOD MILLIS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 10th day of May, 1990.

Glenda G. Garrason
Notary Public

GLENDA G. GARRASON NOTARY PUBLIC NEW HANOVER COUNTY, N.C.

My Commission Expires:
10-24-94

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PENDER

The foregoing certificate of Glenda G. Garrason Notary Public, is certified to be correct. This is the 9th day of ~~May, 1989~~. July, 1990.

JOYCE M. SWICEGOOD
Register of Deeds- Pender County

By Joyce E. Tatton
Deputy/~~Assistant~~

Exhibit 1

BOOK 0756 PAGE 243

STATE OF NORTH CAROLINA

COUNTY OF PENDER

FILED

'90 JUL 9 PM 12 02

REGISTER OF DEEDS
PENDER COUNTY, N.C.

JM

July ~~[illegible]~~ THIS QUITCLAIM DEED, made and entered into this the 9th day of July ~~[illegible]~~ 1990, by and between CORBETT INDUSTRIES, INC., a North Carolina corporation, (hereinafter "Grantor") and JAMES R. MILLIS, SR. and wife, LINDA WOOD MILLIS, whose mailing address is

1821 North Kerr Avenue, Wilmington, North Carolina 28405

(hereinafter "Grantee"), whether one or more persons, firms or corporations). The designation Grantor and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

THE GRANTOR AND GRANTEE desiring to establish a new boundary line between their respective properties, have had the line surveyed and have agreed to execute cross-deeds to convey to each other the lands necessary to conform to their agreement.

NOW, THEREFORE, the GRANTOR, for and in consideration of ONE ($1.00) DOLLAR, to it in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise and release, and forever quitclaim unto the Grantees, their heirs and assigns all of its right, title, claim, interest and estate in that certain real estate located in Topsail Township, Pender County, North Carolina, and being more particularly described as follows:

BEGINNING at a new iron pipe in a dividing line between Tract "B" and Corbett Industries, Inc., said beginning point being located along said dividing line North 81 degrees 36 minutes 00 seconds East 715.46 feet from point "T", located in the northern or northeastern right-of-way line of N.C. Highway 210, the most western corner of Tract "B" as shown on a map entitled "Map of Survey of the Moses Frank Millis, Estate" as recorded in Map Book 24 at Page 226 of the Pender County Registry; running thence from said beginning point with the above-mentioned dividing line, North 81 degrees 36 minutes 00 seconds East 387.45 feet to an existing iron pipe, point "U", as shown on said map; running thence with another of said dividing lines, North 10 degrees 13 minutes 31 seconds East 831.72 feet to an existing iron pipe, point "V", located in the centerline of the run of Harrison's Creek, as shown on the above-mentioned map, passing over an inline existing iron pipe at 818.41 feet; running thence a new line, South 31 degrees 14 minutes 44 seconds West 1023.58 feet to the beginning point, passing over inline iron pipes at 15.20 feet and 639.69 feet.

The above described parcel contains 3.5052 acres and is a portion of the Corbett Industries, Inc. tract shown in Map Book 7 at Page 69 and referenced on the above-mentioned map recorded in Map Book 24 at Page 226 of the Pender County Registry.

This conveyance, along with a Cross-Deed from Grantee to Grantor to be recorded simultaneously herewith, is intended to create a new property line beginning at an

DRAFTSMAN: DAVID C. BAREFOOT
BURNEY, BURNEY, BAREFOOT & BAIN
110 N. Fifth Avenue/P. O.Box 89
Wilmington, N. C. 28402

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, N.C.

existing iron pipe, Point "V", in the centerline of the run of Harrison's Creek as shown on the above-mentioned map and running South 31 degrees 14 minutes 44 seconds West 1262.07 feet to a new iron pipe in the northern or northeastern right-of-way line of N.C. Highway 210, said point being located a chord bearing and distance of North 70 degrees 28 minutes 00 seconds West 413.60 feet from an existing iron pipe, point "W", the P.C. of a circular curve in said right-of-way as shown on said map.

THIS CONVEYANCE is intended to convey from the Grantors to the Grantee those lands adjacent to and on the <u>southeastern</u> side of the above new property line between the parties.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said Grantee in **FEE SIMPLE**, forever.

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed in its corporate name and its corporate seal affixed by its duly authorized officers, all the day and year first above written.

CORBETT INDUSTRIES, INC.

BY: Milton R Corbett
President

R.T. Davis
Secretary

STATE OF NORTH CAROLINA
COUNTY OF ~~NEW HANOVER~~ Pender

I, SHERRI L. LOYD, a Notary Public in and for the aforesaid County and State do hereby certify that R.T. Davis personally appeared before me this day and acknowledged that he ~~she~~ is the _____ Secretary of **CORBETT INDUSTRIES, INC.**, a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing Instrument was signed in its corporate name by its ____ President, sealed with its corporate seal, and attested by him self as its _____ Secretary.

WITNESS my hand and notarial seal, this the 5th day of ~~May~~ July 1990.

Sherri L. Loyd
Notary Public

My Commission Expires:
Ma 30 94

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PENDER

The foregoing certificate of Sherri L. Loyd Notary Public, is certified to be correct. This is the 9th day of ~~May~~ July, 1990.

JOYCE M. SWICEGOOD
Register of Deeds- Pender County

By June E. Tolton
Deputy/~~Assistant~~

416-
214

Exhibit 1

PREPARED BY MOORE & BIBERSTEIN

Form 211½—WARRANTY DEED—Pender County

STATE OF NORTH CAROLINA—Pender County

THIS DEED, Made this 12 day of September, A.D., 19 67, by Jim Dixon, Sr., and wife, Alice Dixon

of New Hanover County and State of North Carolina of the first part, to

Corbett Industries, Inc., a North Carolina Corporation

of New Hanover County and State of North Carolina of the second part:

WITNESSETH, That said parties of the first part, in consideration of Ten ($10.00) Dollars and other valuable consideration to them paid by party of the second part, the receipt of which is hereby acknowledged, has vehargained and sold, and by these presents do grant, bargain, sell and convey to said party of the second part, its successors heirs and assigns, a certain tract or parcel of land in Topsail Township, Pender County, State of North Carolina adjoining the lands of

and others, and bounded as follows, viz:

On the south side of the highway, BEGINNING at a stake in the run of a small branch at the southeastern edge of the highway, the Mary E. Futch corner; thence as that line S 10 W 16 poles to a stake; thence S 18 W 20 poles to a stake; thence S 46 poles; thence S 77W 16 poles; thence S 60 W 36 poles; thence N 60 W 12 poles to a gum in Ceely's Branch; thence S 79-45 W 600 feet to a stake; thence S 12-15 W 2887 feet to a stake; thence N 85-30 East to a stake in the run of Ceely's Branch; thence with the run of said branch or its meanders (a straight line being N 5 W) 575 feet to a bay tree in said branch, same being Lewis Powell's corner; thence N 41-15 E 3020 feet to a stake; thence N 20 E 1340 feet to the edge of the highway; thence along the highway S 83W 176 feet to the beginning, containing by estimation 62 acres, more or less.

EIGHT DOLLARS AND NO/100 IN REVENUE STAMPS AND SAME CANCELLED.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging, to the said party of the second part and its successors heirs and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hand and seal.

Attest:

Jim Dixon, Sr. (Seal)

Alice Dixon (Seal)

(Seal)

(Seal)

STATE OF NORTH CAROLINA, New Hanover County.

I, G. D. Hargrove, Notary Public, do hereby certify that Jim Dixon, Sr., and wife, Alice Dixon personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this 13th day of September, A.D., 19 67.

My Commission expires June 11, 1968

G. D. Hargrove (N.P. SEAL)
Notary Public.

STATE OF NORTH CAROLINA—Pender County.

The foregoing certificate of G. D. Hargrove, a Notary Public of New Hanover County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this 21st day of September, 19 67.

Frances N. Futch, CSC
Clerk of Superior Court

Filed for registration on the 21 day of September, 19 67, at 3:40 o'clock P. M., registered and verified.

Hugh Overton Jr., Register of Deeds.

Exhibit 1

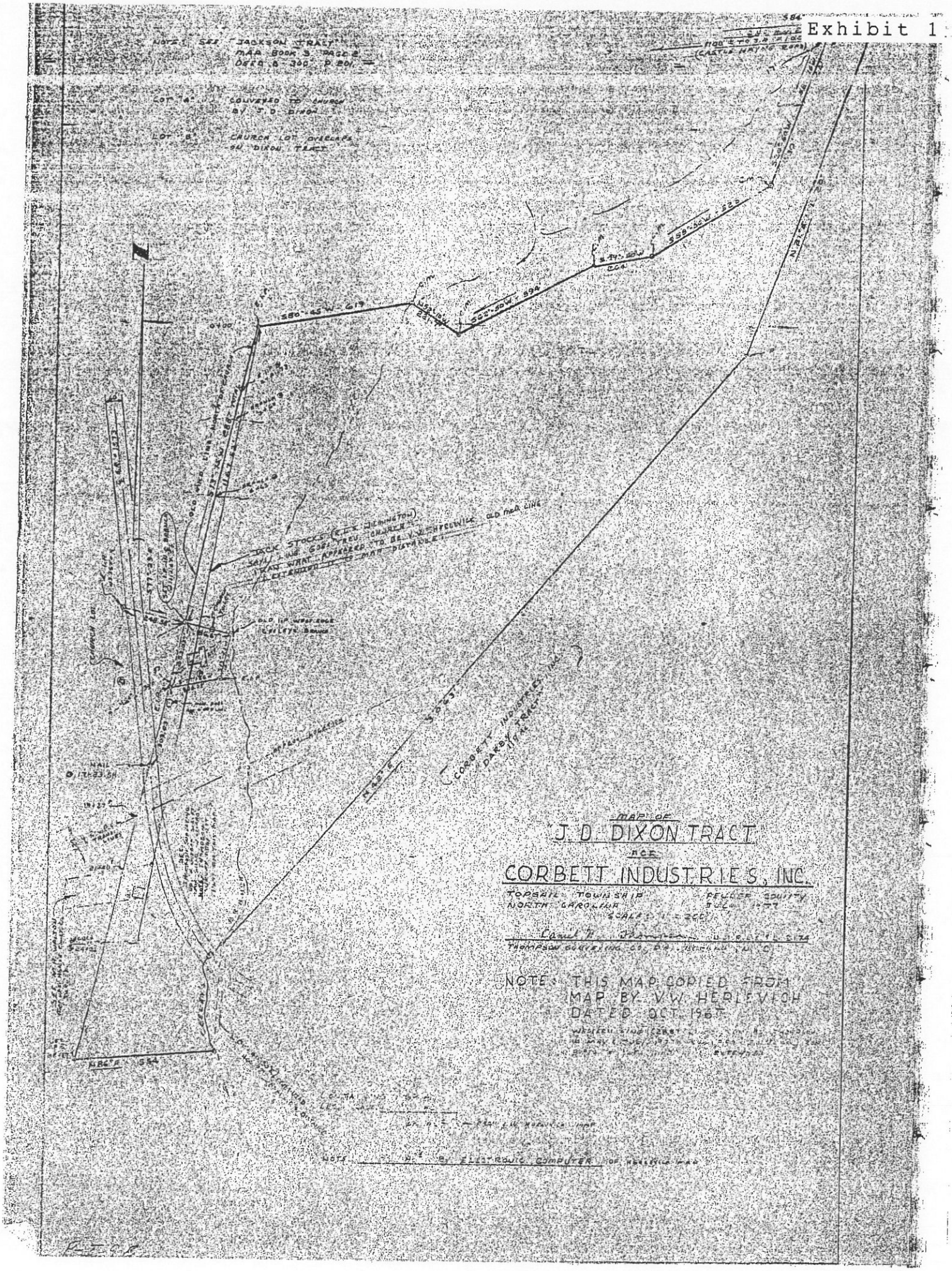

MAP OF
J. D. DIXON TRACT
FOR
CORBETT INDUSTRIES, INC.
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
SCALE 1" = 200'
THOMPSON SURVEYING CO., P.A.
NOTE: THIS MAP COPIED FROM
MAP BY V.W. HERLEVICH
DATED OCT. 1967
NOTE: PLOTTED BY ELECTRONIC COMPUTER

Exhibit 1

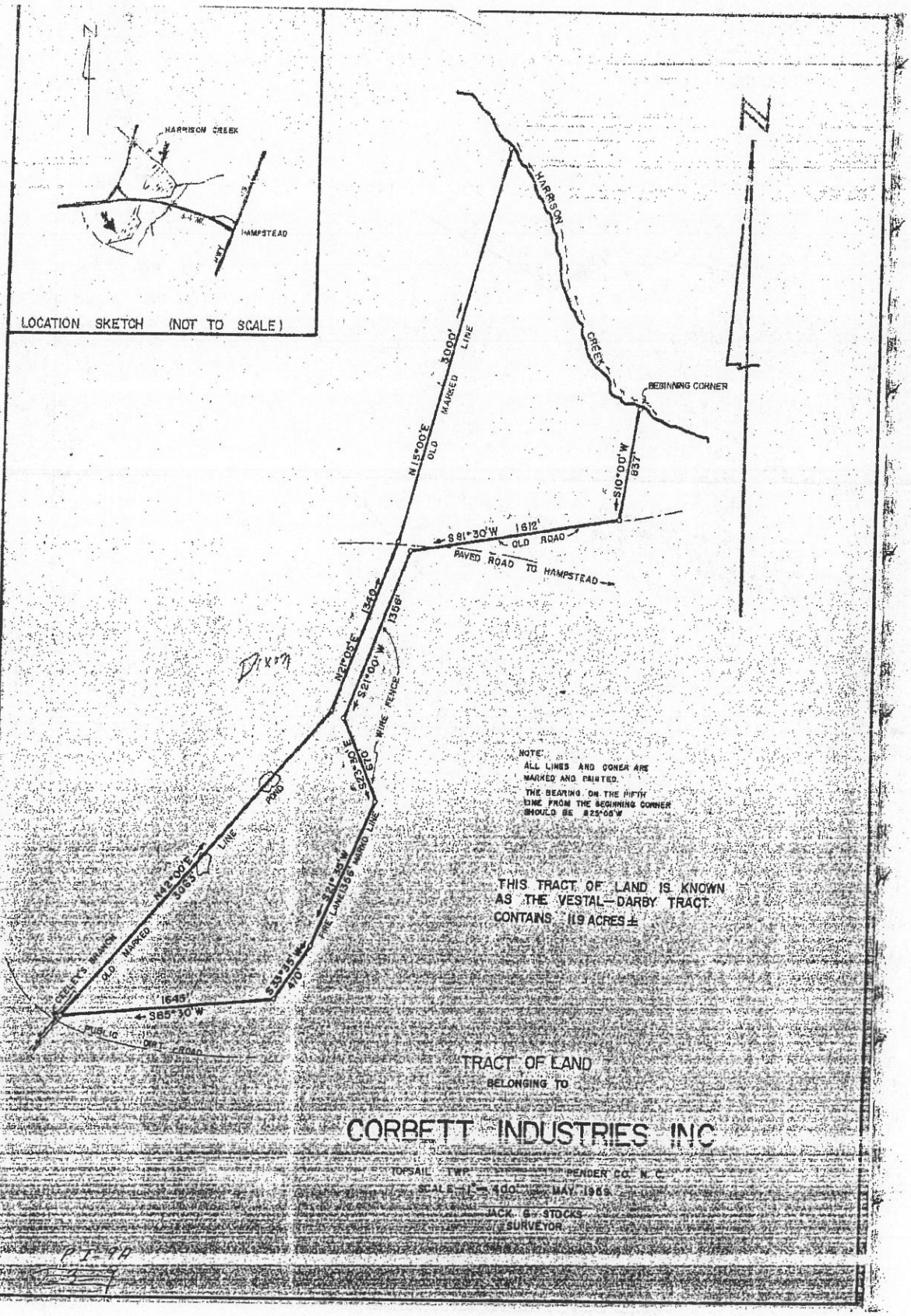

N
HARRISON CREEK
HAMPSTEAD
HWY
LOCATION SKETCH (NOT TO SCALE)
N
HARRISON CREEK
BEGINNING CORNER
N 15°00'E 3000' OLD MARKED LINE
S10°00'W 837'
S 81°30'W 1612'
OLD ROAD
PAVED ROAD TO HAMPSTEAD
N22°05'E 1340'
S21°00'W 1368'
WIRE FENCE
S23°30'E 670'
ROAD
NOTE:
ALL LINES AND CORNER ARE MARKED AND PAINTED.
THE BEARING ON THE FIFTH LINE FROM THE BEGINNING CORNER SHOULD BE S25°05'W
N42°00'E 3083' OLD MARKED LINE
S32°45'W 1356' MARKED LINE
FIRE LANE
S33°35'W 470'
1645'
S85°30'W
PUBLIC DIRT ROAD
CELEY'S BRANCH
THIS TRACT OF LAND IS KNOWN AS THE VESTAL—DARBY TRACT.
CONTAINS 119 ACRES ±
TRACT OF LAND
BELONGING TO
CORBETT INDUSTRIES INC
TOPSAIL TWP. PENDER CO. N. C.
SCALE 1" = 400' MAY, 1969
JACK G. STOCKS
SURVEYOR

Exhibit 2

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (hereinafter this "Contract") is made and entered into by and between **COLEMAN PARKS**, with an address of 214 Barnacle Circle, Lexington, SC 29072 (hereinafter "Buyer") and **CORBETT INDUSTRIES, INCORPORATED**, a North Carolina corporation (hereinafter referred to as the "Seller").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants, agreements, and undertakings herein set forth, of the Deposit (as defined herein) deposited in accordance herewith and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to the property described in Section 1 below on the terms and conditions herein set forth:

1. Description of Property. The property which is the subject of this Contract is that certain tract or parcel of land situate, lying and being located in **Pender** County, North Carolina, and described as follows:

Tract 1:

BEGINNING at the run of Harrison's Creek, at J. W. Westbrook's corner, running thence S. 9° W 810 feet to the main road, running thence along said road South 80° 30' West, 1612 feet to a stake on the South side of said road; thence South 21° West 1,410 feet to a stake, J. W. Westbrook's corner; thence South 25° East 670 feet to Ramsey's corner; thence South 24° 30' West 1,188 feet to a stake; thence South 31° West 470 feet to another stake, Louis Powell's corner; thence with Powell's line South 85° 30' West 1,645 feet to a bay tree, his corner in Ceeley's Branch; thence North 41° 15' East 3,020 feet to a stake; thence North 20° East 1,340 feet to a stake in the main road; thence North 15° East 3,000 feet to a stake in the run of Harrison's Creek; and thence up and with the run of said creek to the Beginning.

Being the same property described in that deed from E.V. Vestal and wife, Lorena B. Vestal to Corbett Industries, Inc. recorded in Book 352 at Page 335 of the Pender County Registry.

LESS AND EXCEPT that property described in that deed from Corbett Industries, Inc. to James R. Millis, Sr. and wife Linda Wood Millis recorded in Book 756 at Page 243 of the Pender County Registry.

TOGETHER WITH AND SUBJECT TO those boundary line agreements recorded in Book 756 at Page 241 and Book 756 at Page 243 of the Pender County Registry

Tract 2:

BEGINNING at a new iron pipe in the northern or northeastern right-of-way line of N.C. Highway 210, 50 feet from the centerline thereof, said beginning iron pipe being located a chord bearing and distance of North 70 degrees 28 minutes 00 seconds West 413.60 feet from an existing iron pipe, point "W", the P.C. of a circular curve in said right-of-way as shown on a map entitled "Map of Survey of the Hoses Frank Millis, Estate" as recorded in Hap Book 24 at Page 226 of the Fender County Registry; running thence from said beginning point with the above mentioned northern or northeastern right-of-way line of N.C. Highway 210, a circular curve to the left having a radius of 2922.063859 feet, in a northwesterly direction to point "T" as shown on said map, the most western corner of Tract "B" as shown on said map, the above-mentioned point "T" being located a chord bearing and distance of North 80 degrees 20 minutes 37 seconds West 592.475 feet from the above described beginning point; running thence with a dividing line between Tract "B" and Corbett Industries, Inc. as shown on said map, North 81 degrees 36 minutes 00 seconds East 715.46 feet to a new iron pipe; running thence a new line, South 31 degrees 14 minutes 44 seconds West 238.49 feet to the beginning point and containing 1.3715 acres and being a portion of the above mentioned Tract "B" that was conveyed to James R. Millis, Sr. and wife, Linda Wood Millis by Deed Book 732 at Page 156 of the Pender County Registry.

Being the same property described in that deed from Corbett Industries, Inc. to James R. Millis, Sr. and wife Linda Wood Millis recorded in Book 756 at Page 243 of the Pender County Registry.

TOGETHER WITH AND SUBJECT TO those boundary line agreements recorded in Book 756 at Page 241 and Book 756 at Page 243 of the Pender County Registry.

Tract 3:

On the south side of the highway, BEGINNING at a stake in the run of a small branch at the southeastern edge of the highway, the Mary E. Futch corner; thence as that line S 10 W 16 poles to a stake; thence S 18 W 20 poles to a stake; thence S 46 poles; thence S 77 W 16 poles; thence S 60 W 36 poles; thence N 60 W 12 poles to a gum in Ceely's Branch; thence S 79-45 W 600 feet to a stake; thence S 12-15 N 2887 feet to a stake; thence N 85-30 East to a stake in the run of Ceely's Branch; thence with the run of said branch or its meanders (a straight line being N 5 W) 575 feet to a bay tree in said branch, same being Lewis Powell's corner; thence N

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41-15 E 3020 feet to a stake; thence N 20 E 1340 feet to the edge of the highway; thence along the highway S 83 W 176 feet to the beginning, containing by estimation 62 acres, more or loss.

Being the same property described in that deed from Jim Dixon, Sr. and wife Alice Dixon to Corbett Industries, Inc. recorded in Book 416 at Page 214 of the Pender County Registry.

LESS AND EXCEPT, any portion of the above described property west of the eastern right-of-way line of State Road #1573.

Together with all improvements located thereon and all rights, way, alleys, easements and appurtenances thereto including, without limitation, all of Seller's right, title and interest, if any, in and to the land underlying and the air space overlying any public or private ways or streets crossing or abutting the same (collectively referred to herein as the "Property").

2. Purchase Price. The estimated purchase price of the Property shall be **ONE MILLION THREE HUNDRED FORTY-FOUR THOUSAND AND 00/100** Dollars **($1,344,000.00),** based on a per acre price of Eight Thousand and 00/100 Dollars ($8,000.00) for land which is not 404 wetlands or acreage within the area of any overhead power line easements greater than fifty (50) feet in width (the "Upland Acreage") and Fifteen Hundred and 00/100 Dollars ($1,500.00) for 404 wetland acreage and acreage within the area of any overhead power line easements greater than fifty (50) feet in width (the "Reduced Acreage"), with final acreage to be determined by the survey (the "Survey"), and a preliminary wetlands map (the "Wetlands Map") all referred to and defined in Paragraph 4 below. The actual "Purchase Price" shall be determined by multiplying the applicable price per acre stated above by the actual applicable acreage of the Property as determined by the Survey and Wetlands Map. In the event Buyer elects not to obtain the Survey or a Wetlands Map as provided in Paragraph 4 then the Purchase Price of **$1,344,000.00** shall become the fixed Purchase Price regardless of actual acreage or type of acreage. In the event the final Purchase Price is determined to be less than $900,000.00 (the "Minimum Purchase Price"), then Seller shall have the right to terminate this Contract at any time up to Closing unless Buyer agrees to pay the Minimum Purchase Price. In such an event the Minimum Purchase Price shall be the Purchase Price for all purposes under this Contract. The Purchase Price shall be paid by Buyer as follows:

(a) Buyer shall deposit Five Thousand and 00/100 Dollars ($5,000.00) with Baker and Colby, PLLC which shall serve as the Escrow Agent within five business days of execution by both parties of this Contract (the "Deposit") which shall be held and disbursed in accordance with the terms of this Contract. Escrow Agent agrees to promptly notify Seller of receipt of any Deposit made under this Contract.

(b) Buyer shall deposit an additional Fifteen Thousand and 00/100 Dollars ($15,000.00) with the Escrow Agent on or before November 16, 2015within five business days of execution by both parties of this Contract (the "Additional Deposit") which shall be held and disbursed in accordance with the terms of this Contract. Upon payment of the Additional Deposit, all references to the Deposit under this Contract shall include the Additional Deposit.

(c) The balance of the Purchase Price shall be paid by Buyer to Seller at Closing in electronically wired funds, pursuant to wiring instructions to be provided to Buyer by Seller at or prior to

Closing, plus or minus net adjustments as provided herein.

3. Closing. Closing of the transaction herein provided shall be held on **December 16, 2015** and any extension(s) thereof (hereinafter the "Closing" to occur on the "Closing Date") at the offices of Buyer's attorney or at such other time and place as may be mutually agreed upon by the parties.

4. Survey and Wetlands Map.

(a) Buyer shall have the option to obtain at its expense a current survey of the Property (the "Survey") made by PROBE RESOURCES or, if said surveyor is unable to perform the Survey, then from such other registered surveyor or engineer mutually agreed upon by the Buyer and Seller. The Survey shall contain a legal description of the Property, which shall be used in a separate "quit claim" deed to the Buyer, to be delivered simultaneously with the deed conveying title to the Property. Seller reserves the right to require a new Survey if Seller disagrees with the Survey prepared by the surveyor **specifically named** above. The new Survey shall be performed by such other registered surveyor or engineer mutually agreed upon by the Buyer and Seller. If the acreage calculation of the new Survey is greater than the original Survey, then the new Survey shall control and be the Survey for all purposes herein and the Buyer shall pay the cost of the new survey. If the acreage calculation of the new Survey is less than the original Survey, then the original Survey shall control and be the Survey for all purposes herein and the Seller shall pay the cost of the new Survey. Buyer shall provide a copy of the original Survey to Seller as soon as completed, but prior to the expiration of the Feasibility Period. If Seller wants to demand a new Survey, Seller shall notify Buyer within ten days of receipt of the original Survey. Closing shall be extended up to sixty day to allow for the new Survey. If the new Survey has not been completed within sixty days following the original Closing Date, then either party may cancel this Contract at any time after the sixty days following the original Closing Date until the new Survey is finished after which the right to cancel shall terminate. If terminated, the terminating party shall pay the cost incurred for the work on the new Survey.

(b) Buyer shall have the option to obtain at its expense a preliminary wetlands map of the Property (the "Wetlands Map") made by PORT City GEOMETRICS or, if said party is unable to prepare the Wetlands Map, then from such other registered surveyor or engineer mutually agreed upon by the Buyer and Seller. Seller reserves the right to require a new Wetlands Map if Seller disagrees with the Wetlands Map prepared by the party **specifically named** above. The new Wetlands Map shall be performed by such other registered surveyor or engineer mutually agreed upon by the Buyer and Seller. If the 404 wetlands acreage calculation of the new Wetlands Map is less than the original 404 wetland acreage on the Wetlands Map, then the new Wetlands Map shall control and be the Wetlands Map for all purposes herein and the Buyer shall pay the cost of the new Wetlands Map. If the 404 wetlands acreage calculation of the new Wetlands Map is greater than the original Wetlands Map, then the original Wetlands Map shall control and be the Wetlands Map for all purposes herein and the Seller shall pay the cost of the new Wetlands Map. Buyer shall provide a copy of the original Wetlands Map to Seller as soon as completed, but prior to the expiration of the Feasibility Period. If Seller wants to demand a new Wetlands Map, Seller shall notify Buyer within ten days of receipt of the original Wetlands Map. Closing shall be extended up to sixty day to allow for the new Wetlands Map. If the new Wetlands Map has not been completed within sixty days following the original Closing Date, then either party may cancel this Contract at any time after the sixty days following the original Closing Date until the new Wetlands Map is finished after which the right to cancel shall terminate. If terminated, the terminating party shall pay the cost incurred for the work on the new Wetlands Map.

5. Title.

(a) Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) all governmental land use

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statutes, ordinances, and regulations including zoning, building, and subdivision regulations affecting the Property, (b) hunting leases (c) matters which would be revealed by an accurate survey of the Property including but not limited to any encroachment, defect, encumbrance, violation, variation, adverse circumstance affecting title, roadways or paths located on the Property and rights of others to the use thereof, (d) any rollback or deferred taxes, and (e) matters of record existing at the Effective Date that (1) are not objected to by Buyer prior to the end of the Title Examination Period (as defined in Section 5(b) below) or (2) Seller timely refuses to cure and with respect to which Buyer does not terminate, as provided in Section 5(b), if objected to by Buyer prior to the end of the Title Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens ("Mandatory Cure Items"). Seller shall not enter into or record any instrument that affects the Property after the Effective Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. The term "fee simple marketable and insurable title" shall mean title that a title insurance company licensed to do business in North Carolina selected by Buyer in its sole discretion (the "Title Company") is willing to insure by issuing to Buyer (as well as its lender and/or any tenants) a commitment for a title insurance policy in the amount of the Purchase Price (the loan amount or the leasehold value, as applicable) at standard rates, insuring Buyer's title to the Property, without exception other than those mentioned above and without regard to any "affirmative coverage" over any objectionable matter.

(b) After the Effective Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property within ninety (90) days of the Effective Date ("Title Examination Period"). Buyer shall notify Seller of any objections to any matters of title prior to expiration of the Title Examination Period, and Seller shall have thirty (30) days thereafter to cure such objections, notify Buyer of Seller's agreement to cure such objectionable matters prior to or at Closing, and/or refuse to cure one or more of the objectionable matters. If, within thirty (30) days of notice thereof, Seller does not cure the defects or objections or give Buyer written notice of Seller's intent to cure the defects or objections at or prior to Closing, then Buyer shall have the right, prior to the expiration of the Feasibility Period, to terminate this Contract and receive a return of Earnest Money. In the event of Buyer's termination pursuant to this subsection 5(b), Seller's failure to cure the defects or objections shall not be deemed a Seller breach or default under this Contract and Buyer's only remedy shall be the return of the Earnest Money. If Buyer does not terminate this Contract pursuant to this subsection 5(b), then the uncured title defects and exceptions shall be deemed part of the Permitted Exceptions.

6. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Contract to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date;

(b) The representations and warranties of Seller in this Contract shall be substantially true and correct in all material respects, and certified by Seller to Buyer as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(c) Buyer shall not have terminated this Contract pursuant to an express right so to terminate set forth in this Contract.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Buyer on or as of the Closing Date, Buyer shall have the right, at Buyer's option to terminate this Contract by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of Seller and Buyer under this Contract shall expire, and this Contract shall become null and void (except with regard to any obligations which expressly survive the termination of this Contract); or (ii) if such failure of condition constitutes a breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Contract, or otherwise constitutes a default by Seller under this Contract, to exercise such rights and remedies as may be provided for in Section 13 of this Contract. In either of such events, the Deposit shall be returned to Buyer immediately upon request.

7. Feasibility Period.

(a) Beginning on the Effective Date and extending through 5:00pm on **November 16, 2015**, Buyer, its authorized agents, contractors, employees and others authorized by Buyer, shall have full and complete access to the Property and shall be entitled to enter upon the Property to conduct any studies, audits, investigations, inspections, evaluations, tests, and/or measurements which Buyer deems necessary or advisable, so long as the same do not result in any material adverse change to the physical characteristics of the Property which are not repairable by Buyer. Buyer shall repair any actual and documented damage to the Property caused by Buyer or Buyer's agents during any investigation of the Property performed by or at the direction of Buyer pursuant to this paragraph if Buyer elects not to buy the Property. Buyer will indemnify and hold harmless Seller from any and all claims arising out of the acts or omissions of Buyer and its representatives in connection with their activities with respect to the Property during the Feasibility Period. Obligations in this Section 7(a) of this Contract shall survive Closing or termination of this Contract and Buyer's obligations hereunder shall not be limited by any other provision of this Contract.

(b) During the Feasibility Period, Buyer intends to obtain any and all zoning and/or other municipal or State consents and approvals that Buyer deems necessary or desirable for Buyer's intended use on the Property. Seller acknowledges and agrees that it shall cooperate with Buyer at no expense to Seller in obtaining any required approvals.

(c) Buyer has the exclusive right to terminate this Contract at any time beginning on the Effective Date and ending at 5:00pm on **November 16, 2015** (which period is referred to herein as the "Feasibility Period"), for any reason or no reason. If Buyer elects to terminate pursuant to this paragraph, it shall give written notice of such termination to Seller prior to the end of the Feasibility Period and shall deliver to Seller copies of all reports, studies, and maps obtained during the Feasibility Period, upon receipt of such termination notice and notice from Seller that it has receive the above documents, the Escrow Agent shall return the Deposit to Buyer and the parties shall have no further obligations to each other (except with regard to any obligations which expressly survive the termination of this Contract).

8. Closing Documents. Seller or its counsel shall prepare, at its sole cost and expense, and shall deliver to Buyer's closing agent within the time set forth below, the following documents:

(a) A Special Warranty Deed in recordable form with all exhibits attached conveying title to the Property in the form required by Section 5 hereof;

(b) Any reasonable and customary documents that Buyer's counsel may determine are necessary to assign any easements, licenses, or permits relating to the Property;

(c) An Owner's Affidavit regarding the payment of bills for labor and materials rendered for improvements on or to the Property as may reasonably be required by Buyer's title insurance company in order to issue the title insurance policies and to insure the title without exception for unfiled mechanics' and materialmens' liens and without exceptions for rights of possession in any third party, as well as any other documents reasonably required by the Title Company to issue Buyer's owner's and/or loan and/or leasehold policy(ies) of insurance;

(d) A "non-foreign person" affidavit ("FIRPTA") as required by the Internal Revenue Service with respect to the sale of real property;

(e) Any Seller's affidavits related to withholding taxes that are required by law; and

(f) Any other documents, including but not limited to the quit claim deed referenced in Section 4, that are reasonably requested by Buyer or the Title Company in connection with the Closing and conveyance of title by Seller to Buyer.

No later than one (1) business day before the Closing Date, Seller shall deliver executed and recordable originals of the above-referenced documents to the closing agent to be held in escrow until Closing and the same shall not be recorded or released to Buyer until the closing agent has irrevocable authority to deliver Seller's closing proceeds without limitation or condition and said closing agent agrees to deliver Seller's proceeds immediately upon recording or delivery to the Buyer. Buyer shall prepare and circulate the closing statement for review, approval and execution by the parties prior to the consummation of the transaction. If Buyer has not identified the closing agent and place of Closing within forty-eight hours prior to the Closing Date, Seller shall have no obligation to "tender" the Seller Closing Documents to Buyer. In such event, preparation, execution in recordable form, and delivery of said documents to its counsel Morgan & Carter, PLLC shall be deemed a tender of the Closing Documents to Purchaser for purposes of this Contract, and the closing agent shall be required to pick up the Closing Documents during Morgan & Carter, PLLC's regular business hours (9:00 am to 4:45 pm, Monday-Friday excluding holidays) no later than the Closing Date to be held in escrow as if the Closing Documents had been delivered directly to the closing agent.

9. Possession. Exclusive possession of the Property shall be delivered to Buyer at Closing, subject only to the Permitted Exceptions.

10. Taxes. Ad valorem real property taxes (based upon current Present-Use values) for the current year with respect to the Property shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes, developmental impact fees unrelated to the sale of the Property under this Contract, special assessments unrelated to the sale of the Property under this Contract or any other governmental charge or tax (excluding deferred or roll back taxes) unrelated to the sale of the Property under this Contract relating to any period prior to the Closing Date shall be paid by Seller whether assessed before or after Closing. All developmental impact fees, special assessments or any other governmental charge or tax related to the sale of the Property under this Contract or relating to any period after the Closing Date shall be paid by Buyer whether assessed before or after Closing. In making said prorations, the economic burden of the ownership of the Property for the Closing Date shall be allocated to Buyer. All roll back taxes or deferred taxes related to the sale of the Property under this Contract including Buyer's failure or inability to continue the Property under current Present-Use Values shall be paid by the Buyer.

11. Closing Costs. Buyer shall be responsible for the cost of any third party inspections ordered by Buyer and cost to record the deed. Seller shall be responsible for the cost of documentary transfer taxes or like taxes on the special warranty deed of conveyance, the cost to record title curative

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documents, and the cost to satisfy any existing monetary liens on the Property. Buyer shall have the right at Closing to reduce the amount due to Seller to pay off any existing monetary liens against the Property. Each party shall be responsible for the fees of its own attorneys and for any other costs incurred by such party in connection with Closing.

12. Condemnation. If, after the execution of this Contract and prior to the Closing Date, either party receives notice of the commencement or threatened commencement of an eminent domain or any other proceeding against the Property or any portion thereof, the party with said knowledge shall promptly notify the other and, upon giving or receiving said notices in writing Buyer shall have the option to elect either: (a) not to close the transaction contemplated hereby in which event the Deposit shall be refunded to Buyer and this Contract shall be void and of no further force and effect, or (b) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings in which event Buyer shall be entitled to any condemnation award or proceeds paid with respect to the Property.

13. Remedies Upon Breach. In the event that the terms and conditions of this Contract have been satisfied and Buyer does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as its sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice of the same to Buyer in which event the entire Deposit shall be forfeited by Buyer and Escrow Agent shall promptly deliver the same to the Seller as full liquidated damages and not as a penalty, the parties acknowledging that Seller's damages would be difficult to ascertain precisely, and the parties hereto shall have no further rights or obligations to each other hereunder except for those obligations which expressly survive the Closing and/or termination of the Contract. In the event that any of the obligations of Seller are not met/satisfied or Seller fails to comply, satisfy or maintain the validity of any of the terms, conditions, warranties or representations contained in this Contract, Buyer shall have the right as its exclusive remedies to terminate this Contract upon written notice to Seller and the Escrow Agent shall deliver the entire Deposit to Buyer and thereafter the parties shall have no further rights and obligations or liabilities to each other hereunder. Notwithstanding the above, in the event of Seller's willful failure to close on the Property, Buyer shall be entitled to seek injunctive relief to compel closing without diminution in the Purchase Price or reduction in the net proceeds to Seller.

14. Governing Law and Venue. This Contract shall be governed, interpreted and construed under the substantive laws of the state where Property is located. Venue for any action arising out of this Contract shall be proper only in the county where the Property is located or New Hanover County, North Carolina.

15. Time of Essence. Time is of the essence in the performance of the terms and conditions of this Contract. If any date set forth in this Contract should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. It being understood, however, that in this Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the state where Property is located. In this Contract, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

16. Notices. All notices which are required herein to be in writing shall be effective as of the date on which such notice is sent to the addresses below either by: (a) certified or registered mail first-class, postage prepaid, return receipt requested; (b) hand delivery, messenger or overnight courier service; or (c) facsimile or electronic mail so long as the sender has appropriate evidence that the same was so delivered and such email or fax notice is promptly also delivered by one of the procedures set forth in (a) or (b) above, in which case notice shall be deemed to occur on the date that the facsimile or electronic mail was sent by the sender. The addresses for such notices are as follows:

As to Buyer: COLEMAN PARKS
214 Barnacle Circle
Lexington, SC 29072

As to Seller: Corbett Industries Incorporated
Attn: Tommy Tew
PO Box 210
Wilmington, NC 28402
Tel: 910-763-9991
Fax: 910-763-3426

The attorneys for either Seller or Buyer may give notice for their respective clients.

17. Survival of Warranties/Indemnities. Notwithstanding any provisions to the contrary contained herein, the indemnification provisions shall survive any termination or expiration of this Contract for a period of one year following the date of termination or expiration.

18. Assignment of Buyer's Interest. Buyer may not assign this Contract without Seller's prior written consent. However, Buyer may assign this Contract to a legal entity of which Buyer holds at least a thirty percent (30%) equity interest or assign up to a seventy (70%) undivided interest to one or more individuals, but any such assignment shall not release Buyer unless expressly agreed to by Seller.

19. Attorneys Fees. In the event a legal action is instituted by the Buyer or Seller to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and costs to be determined by the court in which the action is brought.

20. Brokerage Commission. Seller represents and warrants that it has not dealt with any other broker or finder in the negotiation of this transaction. Buyer represents and warrants that it has not dealt with any other broker or finder in the negotiation of this transaction. The parties represent to each other that neither party has done anything nor will do anything which will entitle any person to receive any broker's fees or real estate commission as a result of the transactions provided for under this Contract, and each party hereto agrees to indemnify the other with respect to any fees or commissions which may be owed to any third party with respect to any breach of this representation.

21. Headings. The headings or captions set forth in this Contract are for the convenience of the parties, do not form a part of this Contract, and are not to be considered a part of this Contract for any purpose.

22. Entire Understanding. This Contract constitutes the entire understanding and agreement between the parties and supersedes any prior agreements between the parties. This Contract shall not be modified or amended in any way except by written instrument executed by both parties.

23. Effective Date; Binding Nature. The "Effective Date" of this Contract shall be the date this Contract is signed by both parties and if both parties do not sign on the same date, it shall be the date on which the Contract is signed by the last party to sign. If one of the parties fails to date its signature in the blank provided, the Effective Date shall be the date of the other party's signature. This Contract shall be binding on the parties and their successors and assigns. This Contract shall not be recorded in any public records. This Contract may be executed in several counterparts, each of which shall constitute an

executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart hereof. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal of a signed counterpart or amendment, as well as the printed product of a signed counterpart or amendment in Portable Document Format or "PDF" file sent by e-mail, shall be deemed to be "signed," "written" and a "writing" for all purposes of this Contract.

24. 1031 Exchange. Buyer and Seller shall each have the right to structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. If either elects to exercise such right, the other party shall cooperate in effecting such exchange, provided that the exchanging party shall: (i) make all necessary arrangements; (ii) pay all costs associated with the exchange; and (iii) bear all other expenses and risks necessary to accomplish the exchange; and (iv) accomplish the exchange through a qualified intermediary, exchange agent or similar third party (the "Qualified Intermediary") without the necessity of the other party acquiring any property to complete the exchange or otherwise incurring any additional obligations. The structuring the acquisition of the Property as an exchange shall not extend or delay the Closing of the Property, nor will either party be relieved from its obligations hereunder as a result of such party's participation in an exchange.

25. Risk of Loss and Insurance. From the Effective Date until the actual date on which Closing occurs, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of the damage or destruction of any portion of the Property prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Contract by giving written notice thereof to Seller prior to Closing, in which event the Deposit shall be refunded to Buyer and all rights and obligations of Seller and Buyer under this Contract shall expire and this Contract shall become null and void. If Buyer does not so terminate this Contract, the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Seller shall assign to Buyer all insurance proceeds to be paid or to become payable after Closing by reason of such damage or destruction.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Contract to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this document.

BUYER:

_____ (SEAL)
COLEMAN PARKS

Date signed by Buyer: _____

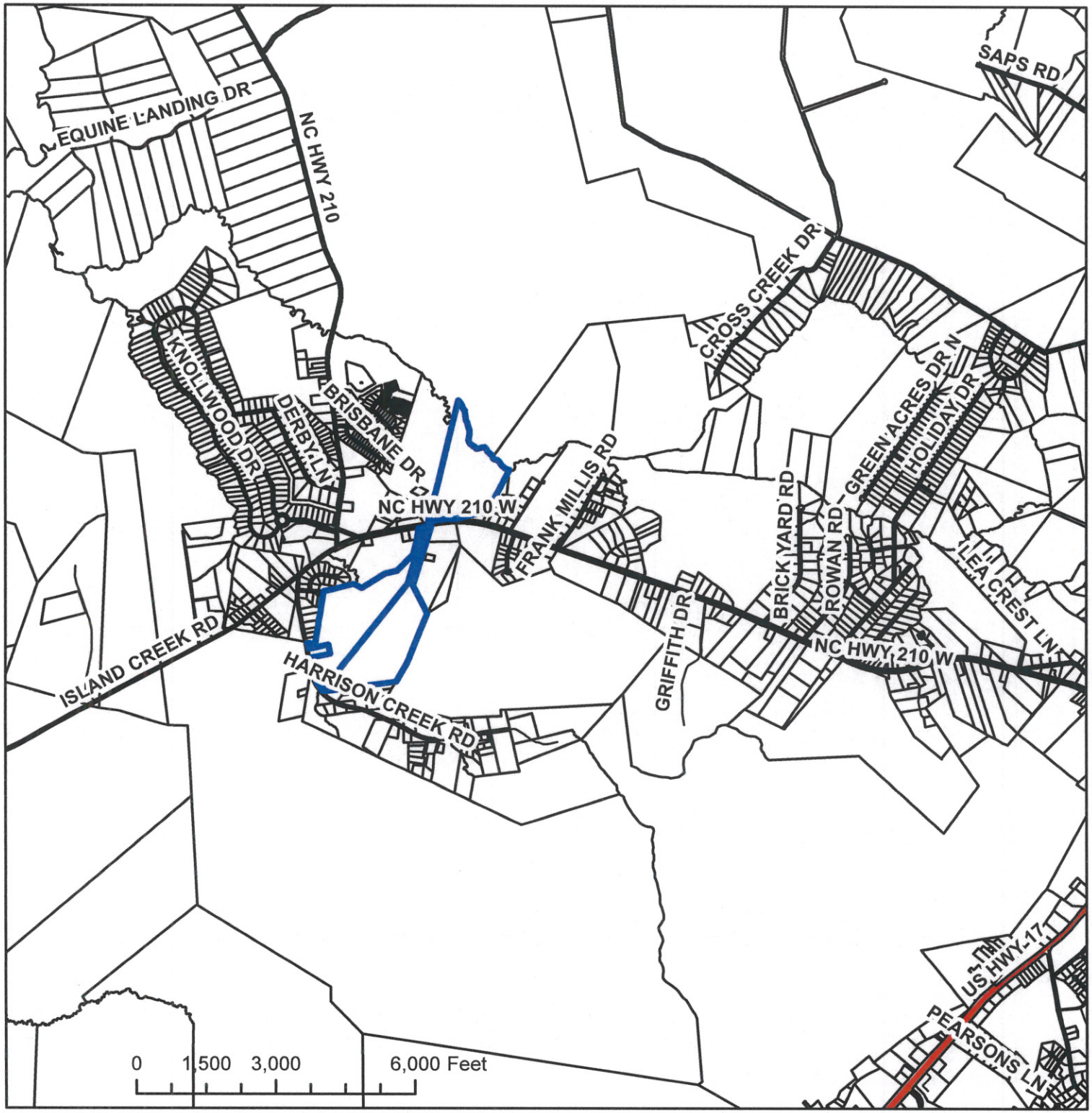
SELLER:

CORBETT INDUSTRIES, INCORPORATED

BY: _____ (SEAL)
W. Grant Hatch, President

Date signed by Seller: June 19, 2015

EMD Received 6/26 81



Applicant:
Coleman Parks

Owner:
Corbett Industries Inc

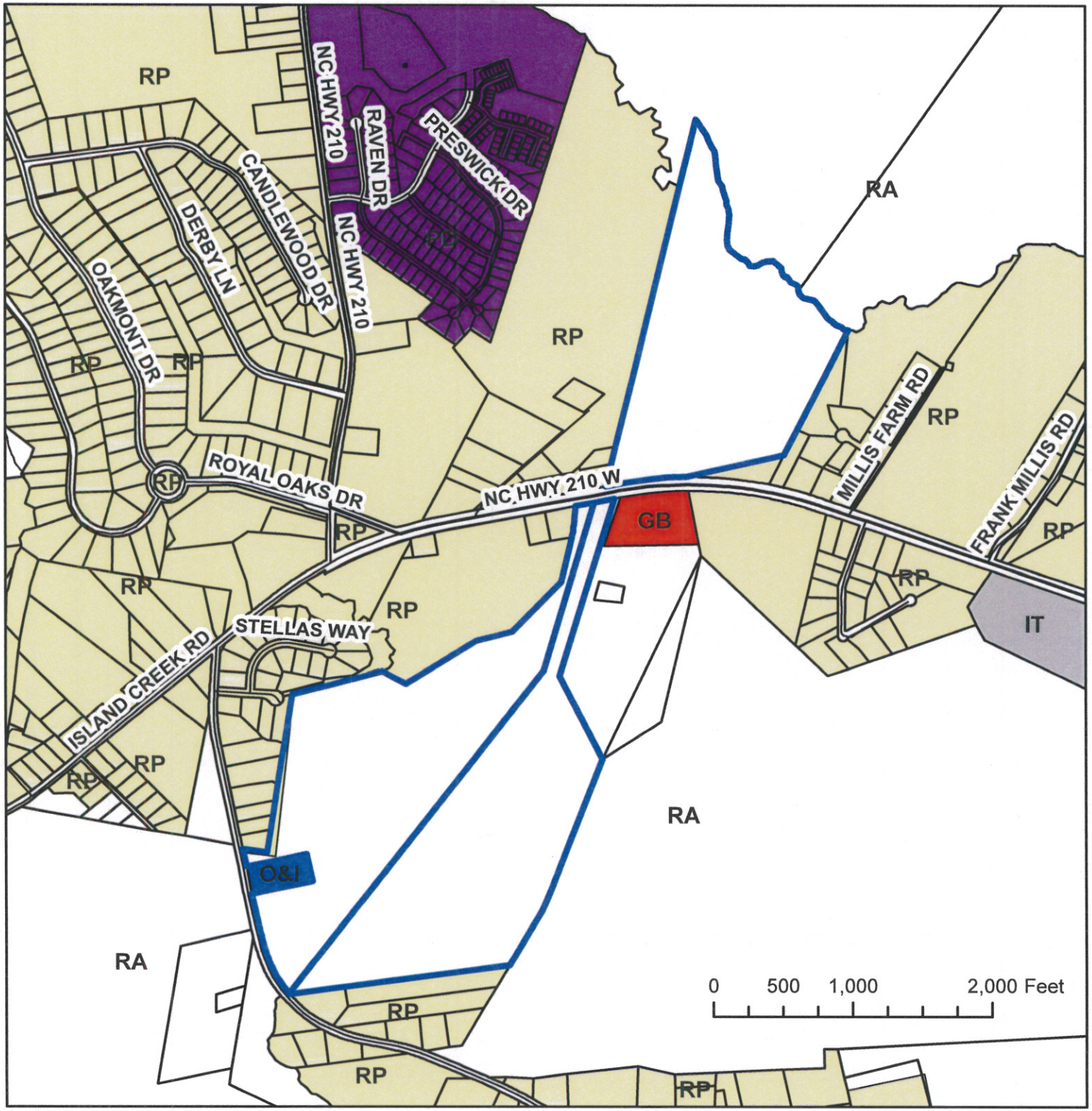
General Use Rezoning
#11440

Legend

Subject Parcel

N

Vicinity



Applicant:
Coleman Parks

Owner:
Corbett Industries Inc

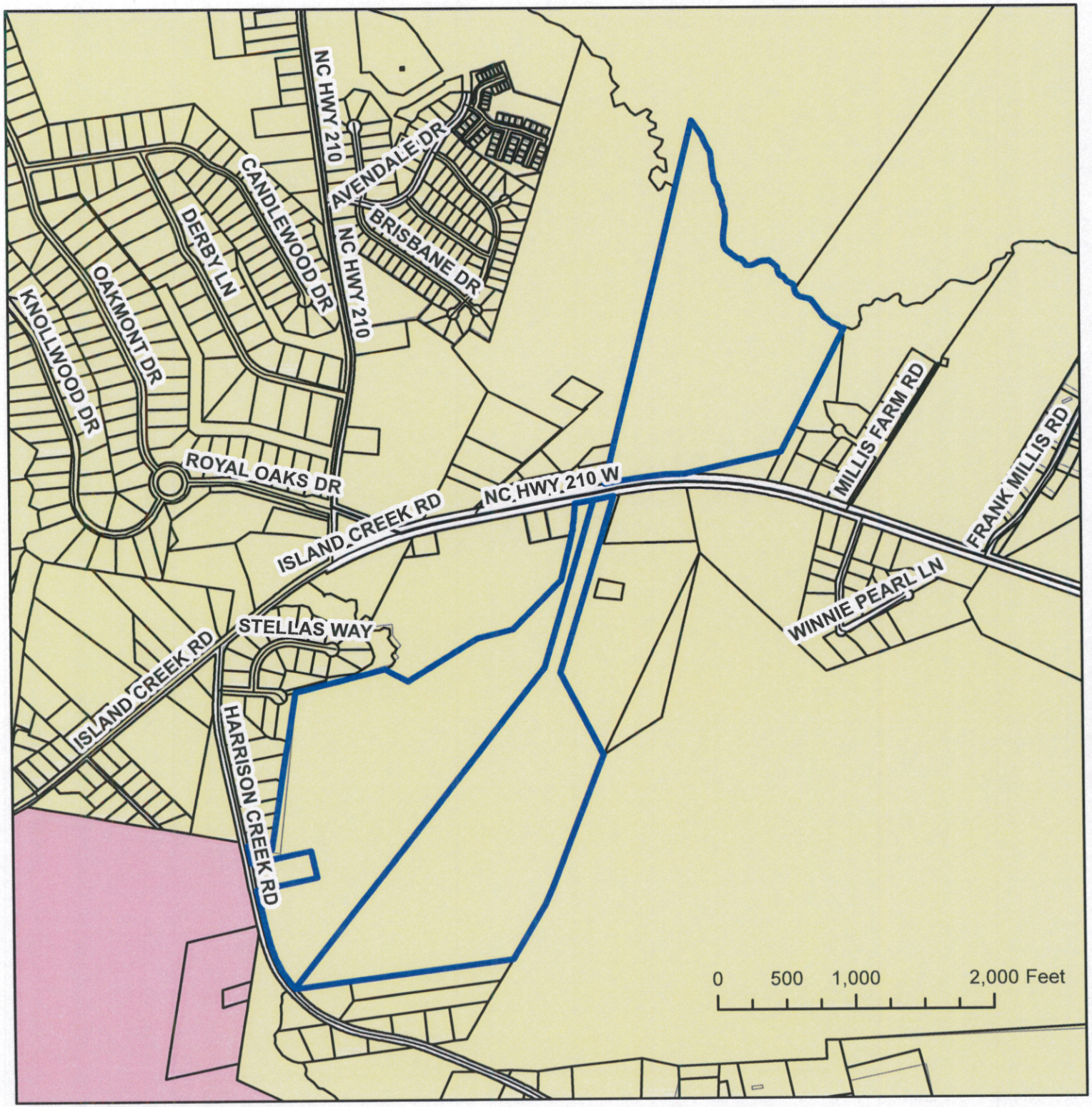
General Use Rezoning
#11440

Legend

Subject Parcel

N

Current Zoning



Applicant:
Coleman Parks

Owner:
Corbett Industries Inc

General Use Rezoning
#11440

Subject Parcel

2010 Land Use Classification

- Conservation
- Mixed Use
- Suburban Growth

N

Future Land Use

Applicant:
Coleman Parks

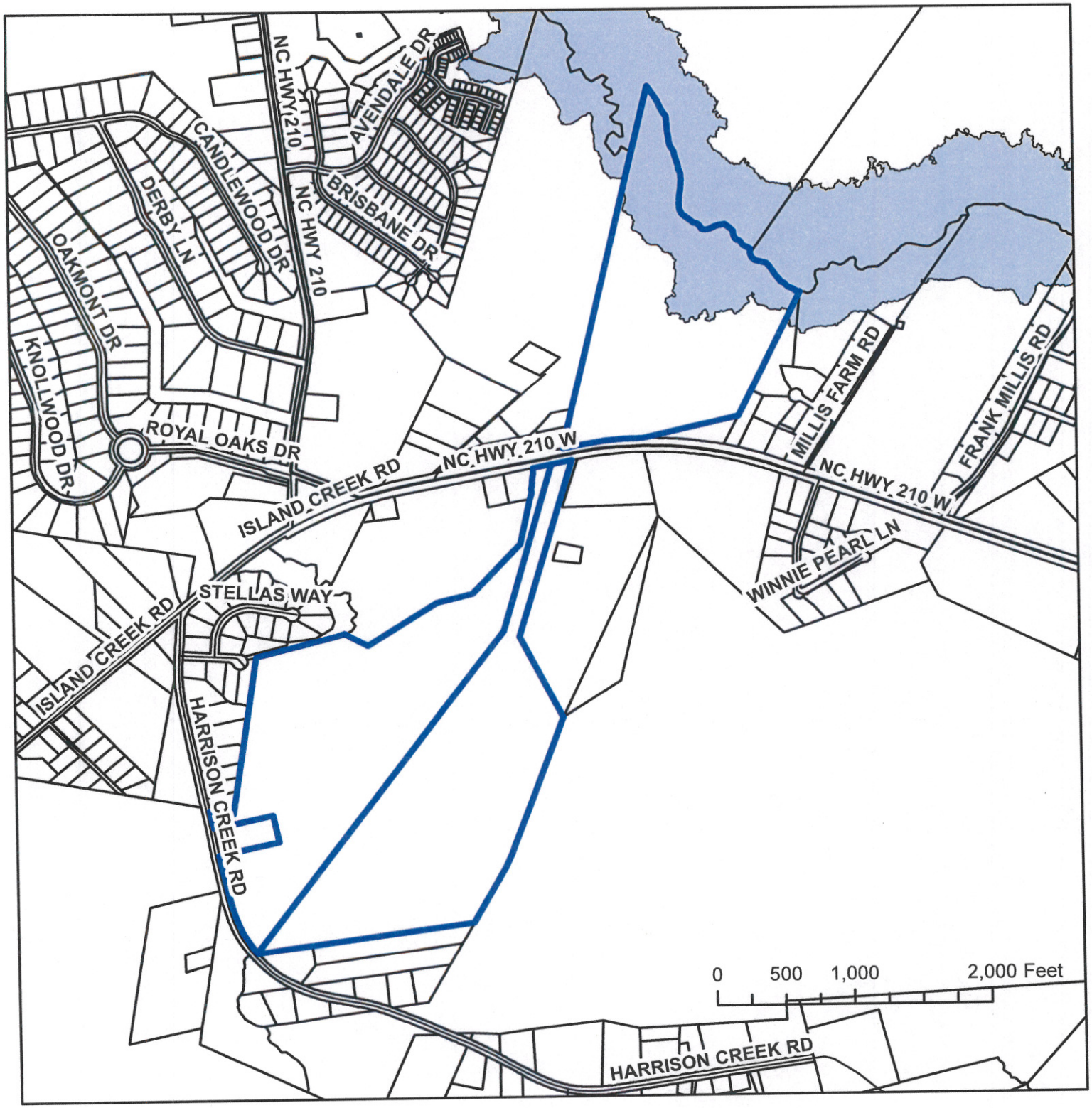
Owner:
Corbett Industries Inc

General Use Rezoning
#11440

Subject Parcel

N

2012 Aerial



Applicant:
Coleman Parks

Owner:
Corbett Industries Inc

General Use Rezoning
#11440

Legend

Subject Parcel

Flood

FLOODZONE

- A
- AE
- AEFW
- SHADED X
- VE

N

Flood

PLANNING STAFF REPORT
PRELIMINARY PLAT PHASE III
WYNDWATER

SUMMARY:
Hearing Date: September 1, 2015
Applicant: Signature Top Sail NC, Ltd.
Property Owner: Signature Top Sail NC, Ltd.
Case Number: 11035

Development Proposal:
Signature Top Sail NC, Ltd., applicant and owner, is requesting the approval of a Preliminary Plat for Phase III of the mixed-use development proposal known as Wyndwater. Specifically, the request for Phase III approval includes sixty-nine (69) single-family conventional lots and forty (40) single-family attached duplex lots. The subject properties are zoned PD, Planned Development zoning district.

Property Record Number, Acreage, and Location: Phase III consists of ±39.34 acres of the ±150.78 acres in the entire Master Plan located on the former Topsail Greens Golf Course; to the north of Doral Drive (SR 1693), northwest of Sloop Point Loop Road (SR 1563), south of the conditionally approved Cardinal Pointe Master Development Plan (Case 11067), east of US HWY 17 in Hampstead, and west of the previously recorded Phase I and Phase IIA. The subject properties may be further identified by Pender County PINs 4214-12-3906-0000 and 4214-04-6027-0000.

RECOMMENDATION
Planning Staff is submitting the proposal for Planning Board disposition. The request is consistent with six (6) policies and conflicting with no policies in the 2010 Pender County Comprehensive Land Use Plan and Pender County Unified Development Ordinance. The request is consistent with other approved planning documents; therefore Planning Staff recommends the conditional approval of the Phase III Preliminary Plat request as detailed in the report. Any and all future development, as well as all phases or changes to the Master Development Plan are subject to Planning Board review and approval.

HISTORY
The subject property was previously known as the Topsail Greens Golf Course as recorded in the Pender County Register of Deeds on August 21, 1975 (Map Book 16, Page 73). The property was zoned PD, Planned Development zoning district from the adoption of zoning in Pender County (Pender County Zoning Ordinance 1988).

On November 12, 2013 the Pender County Planning Board conditionally approved the Master Development Plan then known as The Oaks at Sloop Point, now known as Wyndwater. Conditions for the Master Development Plan included;

1. Provide connection to adjacent property to future development to the northwest (documented under case #11067 submitted for the December Planning Board meeting);
2. Provide connection to identified "Capstone Property;"
3. Allow for "alternative" design for alleyway;
4. Allow for emergency access along the connection to Doral Drive.

Phase I (forty-two (42) single family lots) was recorded on November 4, 2014 (Map Book 57, Page 14) (Attachment 1). Phase II (sixty-two (62) single family lots) was recorded on July 7, 2015 (Map Book 57, Page 145) (Attachment 2).

At their January 6, 2015 meeting, the Planning Board voted unanimously to pass a motion to approve the Master Development Plan revision for Wyndwater with the proposed revision; of a zero lot line side yard setback as well as a C-1 Type buffer along the Northern and Southern property bounds with flexibility to allow for a C-4 type buffer to allow for neighborhood cohesiveness.

At their July 8, 2015 meeting, the Planning Board voted unanimously to pass a motion to conditionally approve the Master Development Plan for Wyndwater to include three hundred fifty (350) units with future development and commercial development to be determined at a later date the revisions included (Attachment 3);

1. Increase the overall project area to include approximately ±6.2 acres from the adjacent parcel to the northeast (Pender County PIN 4204-94-9912-0000);
2. Increase the overall project density from 2.72 to 3.1 units per acre;
3. Add attached duplex housing type;
4. Reduce the lot size from originally approved 12,000 sq. ft. to 5,000 sq. ft. for lots to be serviced by regional sewer;
5. Change location of Emergency Access to Doral Drive from Phase II to Phase III.

Phase III Preliminary Plat

Non-Residential
Currently there are not any non-residential areas identified in Phase III. The non-residential will be in a future phase and is identified as "Commercial" on the previously approved Master Development Plan. The commercial area will be located on the western side of the subdivisions near US HWY 17.

Residential
Density
In total, Wyndwater Master Development Plan was conditionally approved with a net density of ±3.1 units per acre. Phase III is proposed to have ±4.80 units per acre, Phase I had been approved for ±1.6 units per acre, Phase II had been approved for ±1.98 units per acre. The net density takes in account that certain phase may have a higher density and certain phases may have a lower density. This still complies with the Master Development Plan approved net density.

According to Section 4.8.1.C the net density in the PD, Planned Development zoning district shall be a maximum of five (5) units per acre. All density calculations shall be in accordance with the Pender County Unified Development Ordinance requirements and examined further if any variables of the project change.

Phase III Density

Total Acreage	39.34
Non-Residential Acreage	0
Wetlands Acreage	0
Right-of-Way Acreage	7.19
Open Space Acreage	9.45
Active	4.2
Passive	5.25
Total Units	109
Developable Land	22.7
Net Density	4.80

Total Requested Lots

Phase III Preliminary Plat submittal request includes one hundred nine (109) lots. The request includes sixty-nine (69) single-family detached housing types forty (40) attached duplex housing types (Attachment 4).

Phase III is proposed to be broken into Phase A, B, and C and the applicant will be required to depict the phasing on the Preliminary Plat. Per Section 6.5.8.D if a Final Plat has over one hundred (100) or more lots, this submittal includes one hundred nine (109) lots; therefore the minimum initial recordation is required to be fifty (50) lots/units with minimum increments of ten (10) lots/units thereafter.

Lot Requirements

As outlined in the Unified Development Ordinance, Section 4.8.1.D the Master Development Plan established the required lots sizes, yard setbacks, and building height. Building height has been previously approved at thirty-eight (38) feet for the Master Development Plan.

Minimum lot size has been conditionally approved through the minimum of 5,000 sq. ft. for lots serviced by the regional sewer. Phase III provides sewer service to all one hundred nine (109) single family homes. The proposed building setbacks for Phase III will include twenty (20) foot front yard setbacks, twenty (20) foot rear yard setbacks, ten (10) foot side yard setbacks, and fifteen (15) foot corner yard setbacks in accordance with the Master Development Plan.

Landscaping& Buffers

All landscape and buffers are to be approved in accordance with Section 8.2.8 of the Pender County Unified Development Ordinance. In multi-family and Planned Developments a Buffer A

is required along all boundaries adjacent to a street. Buffer C is required along all boundaries adjacent to single-family residential uses or residential lots with a parcel size of less than one (1) acre and when a single-family structure is within fifty (50) feet of the boundary of the development. The buffers shown on the revised Master Development Plan were in compliance with the Pender County Unified Development Ordinance and will be applied to the Phase III Preliminary Plat.

Phase III Preliminary Plat will show the specific locations of existing trees and proposed trees in a Buffer Plan provided by the applicant. Currently the buffer plan is outstanding and will be required to be submitted before Preliminary Plat approval. The applicant will be given credit for existing trees within the project area. Plant material may be chosen from the list of approved plant species from appendix "B" of the Pender County Unified Development Ordinance. The buffers will be required to be placed within the appropriate area and will be field verified during the Final Plat field inspection. Per Section 8.1.6.B.1 a permanent certificate of occupancy may not be submitted until the buffered requirements are satisfied however a temporary certificate of occupancy may be issued for a period of 120 days under circumstances that would affect the seeding.

Open Space

Per the Pender County Unified Development Ordinance Section 7.6, all proposed residential subdivisions shall provide open space in the amount of ±0.03 acres per dwelling unit within the subdivision; half of which must be designated active open space.

Currently the overall acreage for the Master Development Plan consists of ±150.78 acres with a proposed three hundred fifty (350) units. Open space would be required to be at least ±10.5 acres with the current proposed number of units.

The required open space for Phase III ±3.27 acres. Currently ±9.45 acres of open space will be provided in this proposal with ±5.25 acres to be dedicated as passive open space and ±4.2 acres to be dedicated as active open space. The submittal meets the open space requirements set forth in Section 7.6.1.C of the Pender County Unified Development Ordinance.

The open space is easily accessible to future residents and the interconnectivity throughout Phase III connects the open spaces very well through proposed pedestrian easements. The proposed designated active open spaces are located in areas that are more centralized areas to the proposed subdivision.

Recreational Units

Recreational facilities shall be in a configuration and location that is easily accessible to the dwelling units that they are designed to serve and may be placed within active or passive open space required areas. Currently Phase III is proposed to have one hundred nine (109) single family units. According to Section 7.6.2 the recreation unit for Phase III is 1.5 and the financial amount is $15,000.

Recreational units are assigned a financial unit to be achieved via installation on the subject property or through a payment in lieu of in conjunction with the approved Pender County Parks & Recreation Master Plan.

Phase III contains a pool facility (NAICS 713940) with twenty-two (22) parking spaces. Per Section 7.10.1 outdoor recreation requires one (1) parking space per five hundred (500) square feet of enclosed floor area plus one (1) parking space per one thousand (1,000) square feet of outdoor use area. At this time the exact dimensions of the proposed pool facility are unknown and will be approved at site submittal. The proposed pool facility will be servicing two hundred thirteen (213) lots including Phase I, II, and III. It may be appropriate to add recreation facilities as the subdivision grows.

The community pool amenity will be required to be easily accessible for future residents. Currently there are no plans to have any playground equipment in Phase III and the proposed community pool will be private for Wyndwater residences only.

The applicant is continuing to work with Planning Staff and the Wilmington Metropolitan Planning Organization (WMPO) on a Surface Transportation Program-Direct Appointment (STP-DA) Funds submittal for the construction of a sidewalk along Doral Drive (SR 1693). If awarded funds, Pender County is responsible for 100 percent of the actual project costs up front and any additional funding which exceeds the submitted estimations. The minimum local match required on all STP-DA projects is twenty (20) percent.

In this case, the local cash match funding shall be taken from the required recreation payment from recorded phases in Wyndwater per Section 7.6.2 of the Pender County Unified Development Ordinance. The developer has agreed to cover any costs associated with project overages and will enter into a formal agreement prior to any funds expended. The additional eighty (80) percent reimbursements will come from the NCDOT. This proposed facility is intended to connect the Wyndwater subdivision via Doral Drive (SR 1693) to Hampstead Kiwanis Park with a sidewalk in the reserved NCDOT right of way; and the Safe Routes to School multi-use pathway along Sloop Point Loop (SR 1563) ultimately terminating at N. Topsail Elementary School.

If this proposal is unsuccessful staff will work with both the Planning Board and the developer to ensure compliance with the recreational unit requirement.

Roadways

Currently the naming of the proposed roadways is outstanding. The road naming will be required to be established before Preliminary Plat can be approved. Phase III includes both public and private roadways.

Public Roadways

Public roadways must be built to NCDOT subdivision road standards as outlined in the NCDOT Subdivision Manual published in January 2010. These roadways are subject to NCDOT review and approval through a Driveway Permit, the applicant must submit plans to the NCDOT for approval prior to Pender County approval of this Preliminary Plat submission.

The proposed public collector street that leads to Cardinal Pointe Master Development Plan (Case # 11067) currently has a thirty-five (35) foot radius cul de sac which complies with the Pender County Unified Development Ordinance. Per the Pender County Fire Marshal's TRC comments the cul de sac is required to be no less than forty (40) feet radius to edge of pavement for a fire apparatus turning radius. The future connection to the northern adjacent property currently is designated as a temporary cul de sac. The cul de sac will be removed once this collector street is constructed and the adjacent parcel develops.

Currently there is one (1) public roadway identified on the Preliminary Plat. The northern most roadway is running southeast to northwest connecting to the Cardinal Pointe Master Development Plan (Case #11067) and terminating with the temporary cul de sac. The proposed public roadway is fifty (50) foot right of way with two (2) foot valley gutters.

Private Roadways
According to Section 7.5.3 all designated private streets shall be designed and constructed in compliance with the current NCDOT Subdivision Roads Minimum Construction Standards. The proposed private right-of-ways are identified on the Phase III Preliminary Plat forty (40) feet in width with two (2) foot valley gutters; which will meet the NCDOT standards as outlined in the 2010 Subdivision Manual with a curb and gutter section.

Pender County requires that private road certifications be placed on the plat and turned in as a supplemental document as part of the requirements for the Final Plat process ensuring that the private roads are in fact built to the NCDOT standards.

Street Connectivity and Access
The PD, Planned Development zoning district per Section 4.8.1.E requires reasonable access to be provided to adjacent properties for development. Adequate connections to adjacent parcels will promote interconnectivity and build road networks throughout the County (Attachment 5). Per Section 7.5.3.C.5 these roadways are required to be designated as public when connected to adjacent parcels. This requirement of a public dedication will include the emergency access to Doral Drive (SR 1693).

The proposed connections to the Cardinal Pointe Master Development Plan (Case #11067) will be dedicated as public and will have a right of way width of fifty (50) feet. Currently there is a proposed temporary cul de sac leading the proposed main collector roadway which will be removed once the adjacent property develops.

The eastern most private roadway near the proposed pool facility will have a cul de sac leading to the previously conditioned emergency access to Doral Drive (SR 1693). Per TRC the emergency access will be required to be twelve (12) feet in width and have the approved breakaway bollards at the front of the emergency access. The emergency access will be required to be dedicated as a public access easement and will be located here for the safety and well-being of the residents.

Traffic

A TIA assesses the effects of specific developments traffic on the community. An examination of traffic impact on the existing road network surrounding the subject properties must be updated. This will require in coordination with NCDOT and the Wilmington Metropolitan Planning Organization (WMPO). At this time a Traffic Impact Analysis is required; the developer must submit this document prior to the completion of any phases. The Preliminary Plat will not be approved until the completed TIA has been submitted to Pender County Planning Staff. The TIA will determine what improvements are necessary to the existing roadway network. Listed below are the proposed study intersections for the TIA.

1. Sloop Point Loop Road at Site Access 1 (northeast of Masters Lane)
2. Sloop Point Loop Road at Site Access 2 (northeast of Friendly Lane)
3. US 17 at Edens Lane
4. US 17 at Future Connection Access
5. US 17 at Topsail Greens Drive
6. US 17 at Topsail Plantation Drive
7. US 17 at Sloop Point Road
8. US 17 at Sloop Point Loop Road
9. US 17 at Champion Drive

Pedestrian Access

The Coastal Pender Collector Street Plan recommends five (5) foot sidewalks on both sides of the collector streets which are well connected to all sidewalks and walkways to internal and adjacent developments. The applicant has proposed five (5) foot sidewalks on the main public collector roadway in the subdivision.

The proposed sidewalks in Phase III will give the future residents accessibility to the active open spaces areas within the subdivision including accessibility to a five (5) foot mulch walking path located in the active open space west of the proposed pool and south of the proposed collector street. Connection from the proposed sidewalks and the proposed private streets to the proposed five (5) foot mulch walking trail may be appropriate.

The Doral Drive (SR 1693) emergency access connection and pedestrian facility will connect into the planned STP-DA sidewalk along Doral Drive (SR 1693), and the awarded North Carolina Safe Routes to School pedestrian path connecting North Topsail Elementary and Hampstead Kiwanis Park. Currently the let date for the project is designated for November of 2015. The proposed construction will tentatively start in early of 2016.

Services (Wastewater/Water)

Phase III wastewater will be treated by Pluris, a private regional treatment facility. An intent to service letter was provided by the applicant on behalf of Pluris (Attachment 6). The original wastewater approval is for forty (40) single family residences, but may be increased to two hundred ten (210) single family residences as Pluris accepts future capacity. The applicant shall work directly with Pluris and the County for each phase approval.

The Pender County Utilities Department is working closely with the applicant to satisfy applicable requirements for the Phase III water needs. A detailed plan is required to be submitted to PCU depicting the phasing and a required inter-connection to the existing network.

Environmental Concerns

The Phase III Preliminary Plat does not contain wetlands, Special Flood Hazard areas, or CAMA areas of environmental concern areas.

Tree Survey
The PD, Planned Development zoning district requires a tree survey to be submitted prior to the Final Preliminary Plat approval, the applicant shall be required to update the tree survey due the expansion of the subject property. The applicant has currently submitted a tree survey for Phase III. The applicant will be responsible for replacing two (2) trees of the same species with a minimum caliper of two (2) inches or greater for every one that is removed per Section 8.1.3.4 of the Pender County Unified Development Ordinance.

All applicable state and federal agency permits including a Stormwater Management Permit, and Erosion Control Plan, wetlands impact permits, and NCDOT Driveway Permit will be required prior to the approval of each phase as applicable.

Technical Review Committee (TRC) Responses:
On Tuesday August 11, 2015 the Pender County Technical Review Committee reviewed the Phase III Preliminary Plat of Wyndwater. The responses collected can be seen in Attachment 7.

EVALUATION
A) Public Notifications: Public Notice of the proposal for map change has been advertised in the *Pender-Topsail Post and Voice*. Adjacent property owners have been given written notice of the request, and a public notification sign has been placed on the property.
B) Existing Zoning in Area: The properties are located within a PD, Planned Development zoning district. The intent of the PD, Planned Development zoning district is to provide an alternative to a conventional development. The PD district allows projects of innovative design and layout that would not otherwise be permitted under this Ordinance because of the strict application of zoning district or general development standards. The PD district encourages progressive land planning and design concepts. The properties to the north and east are zoned RP, Residential Performance zoning district and the properties to the south and west are zoned PD, Planned Development zoning district.
C) Existing Land Use in Area: This proposal is located within the area previously known as the Topsail Greens Golf Course, west of the property is the existing Topsail Greens Community. The properties immediately north are low density residential housing communities, Sloop Point South and Cardinal Acres Manufactured Home Park. Along the immediate southern boundary is a low density residential subdivision called Greenway Plantation and moderate density multifamily (Vista Cove). Along the immediate east boundary is the previously recorded Phase IIA of Wyndwater.

D) 2010 Comprehensive Land Use Plan:

Mixed Use: The Mixed Use land use classification designates locations where a mixture of higher density/intensity uses is to be encouraged. Mixed Use areas should be characterized by physically and aesthetically unified developments containing a mixture of commercial, office, institutional, and high- and medium-density residential uses, arranged in a walkable, compact, pedestrian, and transit friendly manner.

Supporting Comprehensive Plan Policies and Goals:

a. **Growth Management Goal 1A.1**Manage the physical growth and development of Pender County by promoting more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the predominant rural lifestyle and coastal environment that makes the County a unique place to live.
    i. **Policy 1A.1.2**
    Encourage development in areas where the necessary infrastructure – roads, water, sewer, and schools - are available, planned or can be most cost effectively provided and extended to serve existing and future development.
b. **Transportation Goal 2B.1** Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with the Comprehensive Land Use Plan and the Coastal Pender Collector Street Plan.
    i. **Policy 2B.1.4**
    Adopt regulations that require new developments and individual sites throughout the County to provide vehicular and pedestrian interconnectivity to existing or planned adjacent sites and adjoining developments.
    ii. **Policy 2B.1.9**
    As recommended in the Coastal Pender Collector Street Plan, all new streets that have the potential to connect to adjacent developments should be constructed to NCDOT secondary road standards and accepted for public maintenance to ensure future connectivity.
c. **Water and Sewer Goal 2A.1** manage the timing, location and intensity of growth by locating water and sewer improvements in accordance with the Comprehensive Land Use Plan and Water and Wastewater Master Plans.

The request is consistent with six (6) policies from the 2010 Pender County Comprehensive Land Use Plan and conflicts with none.

Previous Conditions

At the November 12, 2013 Public Hearing for the Master Development Plan for The Oaks at Sloop Point, now known as Wyndwater, the following conditions were required of all phases of the development.

1. Provide connection to adjacent property for future development to the northwest of the subject property (documented under case #11067 Cardinal Pointe, as submitted to Planning Board in December 2013);

2. Provide connection to identified "Capstone Property" identified by Pender County PIN 4214-22-7567-0000;

3. Allow for "alternative" design for alleyway as shown on Master Development Plan Submittal Page C-3.4;
4. Allow for emergency access along the connection to Doral Drive (SR 1693) in Phase III;
5. The temporary cul de sac shown on the western portion of the Master Development Plan (PG C-3.2 of Site Plan and C-3.1) of the pending Preliminary Plat) shall be converted to a through roadway at the time of the adjacent parcel development; the roadway connecting the Wyndwater and Cardinal Pointe shall be built to collector street standards as outlined in Section 7.5.3.C. Coordination between the applicant and the adjacent property owner shall be necessary to ensure interconnectivity;
6. Additional to the condition five (5), a second roadway connection shall be shown to the adjacent parcel (PIN: 4204-94-9912-0000 and identified as the Cardinal Pointe Master Development Plan Case # 11067). These connections shall be further delineated in each phase submittal for review and approval.

Phase III
Potential Approval Conditions

1. Per the Coastal Pender Collector Street Plan a five (5) foot sidewalk is required on both sides of public and private right of ways;
2. The emergency access to Doral Drive (SR 1693) will be required to be a public access easement to allow for ingress/egress-to assure public pedestrian connections, access to all internal sidewalks, and collector street sidewalk facilities;
3. Per TRC comments the temporary cul de sac is requested from Emergency Management and Pender County Schools to have a forty (40) foot edge of pavement radius;
4. At this time a Traffic Impact Analysis is required; the developer must submit this document prior to the completion of any phases. The Preliminary Plat will not be approved until the completed TIA has been submitted to Pender County Planning Staff.

STAFF RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board disposition. The request is consistent with six (6) policies and conflict with no policies included in the 2010 Pender County Comprehensive Land Use Plan and Pender County Unified Development Ordinance, as well as, other approved planning documents. Therefore Planning Staff recommends the conditional approval of the Phase III Preliminary Plat requests as detailed in the report with the applicable conditions for the development known as Wyndwater. Any and all future development, phases or changes to the Master Development Plan are subject to the Planning Board review and approval.

BOARD ACTION FOR PHASE III PRELIMINARY PLAT:

Motion: _____Seconded: _____

Approved: _____Denied:____ Unanimous: ____

Williams: __ McClammy: ____ Baker: ___ Edens: __ Fullerton: ___ Marshburn: ___ Nalee: __

APPLICATION FOR SUBDIVISION

THIS SECTION FOR OFFICE USE			
Application No.	PP 11035	Date	7-17-15
Application Fee	$ 1545	Receipt No.	151818
Master Plan Hearing Date	7-8-15	Preliminary Plat Hearing Date	9-1-15

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Signature Top Sail NC, LP	Owner's Name:	Signature Top Sail NC, LP
Applicant's Address:	9337B Katy Freeway #377	Owner's Address:	9337B Katy Freeway #377
City, State, & Zip	Houston, Texas 77024	City, State, & Zip	Houston, Texas 77024
Phone Number:	713-822-3891	Phone Number:	

Legal relationship of applicant to land owner: Owner

SECTION 2: PROJECT INFORMATION

Preliminary Plat	Residential *RP, PD, RM, MH District*	Mixed Use *PD*	Exempt
Subdivision Type	☒ Major (11 lots or more)	☐ Minor (10 lots or less)	☐ Other

Property Identification Number (PIN):	4214-12-8251-0000	Total property acreage:	39.34
Zoning Classification:	PD	Acreage to be disturbed:	39.34

Additional Information:

Phase 3 Only

SECTION 3: SIGNATURES

Applicant's Signature	Linda P. Evans - Signature Top Sail GP LLC Authorized Manager	Date:	7/16/15
Owner's Signature	Mike D Rhodes	Date:	8/18/15

NOTICE TO APPLICANT

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

Office Use Only

☑	Subdivision Fees: *$500 + $10/lot-unit for the first 100 lots/units; $5.00/lot-unit thereafter*	Total Fee Calculation: $ $1545.00

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

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

Payment Method:	Cash : ☐ $_____	Credit Card: ☐ Master Card ☐ Visa	Check: ☑ Check # 9113

Application received by:	K. M.	Date: 7-17-15
Application completeness approved by:		Date: 7-17-15
Date scheduled for public hearing:	9-1-15	

July 17, 2015

Pender County
Planning and Community Development
805 S. Walker Street
Burgaw, NC 28425

Re: Wyndwater – Phase 3
Project Narrative

Dear Mr. Meredith:

This phase of the Wyndwater project is an extension from Phase 2. This phase of the project will contain 109 single family home & duplex units that will contain Public NCDOT subdivision roads & Private Streets serving all of the lots. The Emergency Access from Doral Drive is shown in this Phase connecting to the proposed Private Subdivision Street. The project will also include a Public waterline extension and a sewer main extension that will be owned and maintained by Pluris, LLC. The primary stormwater measures for this site will be a closed conduit system that will direct the runoff to a proposed wet detention basin that will be designed to control the peak runoff from the 10-year storm event and will be analyzed for the 100-year storm event to prevent flooding of the proposed development. This project will require approvals from DENR-Public Water Supply Section for the water line extension, NCDOT for the subdivision street, NCDENR-Division of Water Resources for the sewer extension & NCDENR-Division of Energy, Mineral and Land Resources for Stormwater & Erosion & Sediment Control. The traffic for this phase of the development are estimated to be approximately 892 total daily trips with 70 in the AM peak hour and 91 in the PM peak hour based on the ITE Trip Generation Manual 8th edition using ITE Code 210 for single family homes & Code 230 for the duplex units. A TIA is currently being prepared by Davenport and Associates that will be reviewed by Pender County, NCDOT & the WMPO.

Please contact me immediately at (910) 442-7870 or gpape@gsp-consulting.com if you have any questions or require additional information.

Sincerely,
GSP CONSULTING, PLLC.

Garry S. Pape, P.E.

6626 Gordon Road, Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

PRELIMINARY PLAT

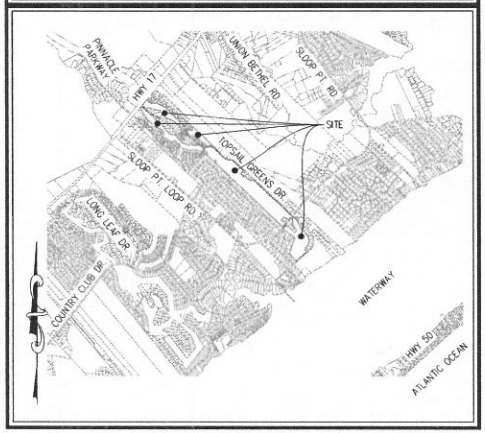
FOR

WYNDWATER - PHASE 3

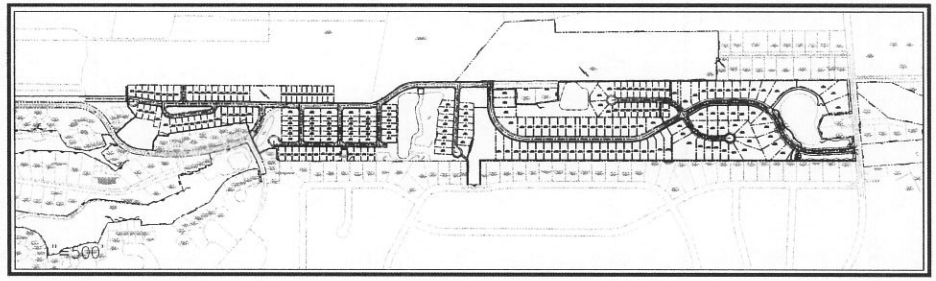
PENDER COUNTY, NORTH CAROLINA

JULY 2015

VICINITY MAP



VICINITY MAP
(NTS)



LEGEND

DESCRIPTION	EXISTING	PROPOSED
1' CONTOUR INTERVAL		
5' CONTOUR INTERVAL		
PROPERTY LINE		
ROADWAY CENTERLINE		
RIGHT OF WAY LIMITS		
EASEMENT LINE		
CURB & GUTTER		
SANITARY SEWER FACILITIES		
STORM SEWER FACILITIES		
WATERLINE		
FIRE HYDRANT ASSEMBLY		
WATERWAYS		N/A

	PROPOSED
PROPOSED LOT AND S.F.	X 5,000 s.f.
OPEN SPACE LABEL	A
OPEN SPACE	
BUILDING SET BACKS	
PRIVATE SANITARY SET BACKS	
STREET SIGN	
404 WETLANDS	
FLOW DIRECTION	

DEVELOPER/OWNER

Signature Top Sail NC, Ltd.
9337B Katy Freeway #377
Houston, Texas 77024
PHONE: (713) 822-3891

PREPARED BY:

GSP CONSULTING, PLLC

ENGINEERING

6626 Gordon Road, Unit C, Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659 License # P-0718

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

PRELIMINARY PLAT APPROVED BY PENDER COUNTY FOR A PERIOD OF TWO (2) YEARS SUBJECT TO THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS AND CONDITIONS OF APPROVAL.

PLANNING STAFF _____ DATE _____

CERTIFICATION OF SUBDIVISION

A COPY OF THIS PLAT HAS BEEN SUBMITTED. APPROVAL IS SUBJECT TO REVIEW; THIS DOES NOT CONSTITUTE APPROVAL.

PENDER COUNTY UTILITIES _____ DATE: _____
PENDER COUNTY ENVIRONMENTAL HEALTH _____ DATE: _____
PENDER COUNTY ADDRESSING COORDINATOR: _____ DATE: _____

INDEX OF SHEETS

SHT C-0	COVER SHEET
SHT C-1	GENERAL NOTES
SHT C-2	EXISTING CONDITIONS PLAN
SHT C-2.1-2.2	TREE INVENTORY PLAN
SHT C-3.1-3.2	SITE PLAN
SHT C-4.1-4.2	UTILITY PLAN
SHT C-5.1-5.2	GRADING, DRAINAGE & EROSION & SEDIMENT CONTROL PLAN
SHT C-6	COLLECTOR ROAD PLAN & PROFILE
SHT C-7	COLLECTOR ROAD PLAN & PROFILE
SHT C-8	PRIVATE ROAD PLAN & PROFILE
SHT C-9	WET DETENTION BASIN DETAILS
SHT C-10	STANDARD DETAILS
SHT C-10.1	STANDARD DETAILS
SHT C-11	UTILITY DETAILS

SITE DATA TABLE

GENERAL NOTES:

1. PENDER COUNTY PARCEL NO.: PIN 4214-12-8251-0000
2. TOTAL TRACT AREA: 6,567,982 SF = 140.78 AC.±
   PHASE 3 AREA: 1,713,562 SF = 39.34 AC.±
3. ZONING: PLANNED DEVELOPMENT (PD)
4. A PORTION OF THIS PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD ZONE PER FEMA FLOOD INSURANCE RATE MAP #3720420400J, EFFECTIVE DATE 2/16/2007 AND FLOOD INSURANCE RATE MAP #3720421400J, EFFECTIVE DATE 2/16/2007.
5. THIS PROPERTY DOES NOT CONTAIN ANY A.E.C. AREAS OR IS UNDER CAMA JURISDICTION.
6. THIS PROPERTY DOES CONTAIN 404 FEDERAL WETLANDS WHICH HAVE BEEN APPROVED BY THE USACOE.

GENERAL NOTES:

1. OWNERSHIP REFERENCE:
   D.B. 4379 P.G 330-346 PLAT # 16 PG. 73
2. PROPERTY IS LOCATED IN PENDER COUNTY AND IS ZONED PLANNED DEVELOPMENT (PD).
3. A HOME OWNERS ASSOCIATION WILL BE FORMED TO GUARANTEE CONTINUAL MAINTENANCE OF THE COMMON AREAS AND OPEN SPACE.
4. ALL INTERIOR ROADWAYS ARE TO BE BUILT TO NCDOT SUBDIVISION ROADS MINIMUM CONSTRUCTION STANDARDS.
5. INTERIOR ROADWAYS FOR PHASE 3 ARE TO BE PUBLIC & PRIVATE. PUBLIC ROADWAYS SHALL BE DEDICATED TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
6. A HOME OWNERS ASSOCIATION WILL BE FORMED PRIOR TO THE SALE OF ANY LOTS AND MEMBERSHIP WILL BE AUTOMATIC UPON PURCHASE.
7. THE DEVELOPERS HAVE THE SOLE RIGHT TO MODIFY THIS PRELIMINARY PLAN IN ACCORDANCE WITH MARKET CONDITIONS OR OTHER CONDITIONS WHICH INDICATE A CHANGE IS DESIRED OR REQUIRED. ANY AND ALL CHANGES MUST BE REVIEWED BY THE PLANNING DEPARTMENT AND IN SOME INSTANCES MAY REQUIRE PLANNING BOARD APPROVAL.
8. BUFFERS WILL BE PROVIDED PER CURRENT PENDER COUNTY ZONING ORDINANCE.
9. ALL LOTS WIDTHS WILL BE A MINIMUM OF FORTY (40) FEET.
10. ALL LOTS WHICH FRONT CUL-DE-SACS SHALL HAVE A MINIMUM CHORD LENGTH AT ROW OF THIRTY FOOT (30') MINIMUM.
11. THERE ARE NO WETLANDS LOCATED WITHIN THE LIMITS OF THIS PHASE OF THE PROJECT.
12. ALL LOTS SHALL MEET CURRENT PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE REGULATIONS.
13. ALL PROPOSED OPENSPACE/RECREATION AREAS ARE NON-BUILDABLE FOR ANY TYPE OF DEVELOPMENT.

MINIMUM LOT DIMENSIONS:

AREA IN (S.F.)	12,000 SF
MIN USABLE LOT AREA (%)	95%
MIN LOT WIDTH (FT)	70'
MIN CHORD AT ROW (CUL-DE-SAC)	30'
MAX BLDG. HT. (FT)	38'

REQUIRED OPEN SPACE:
109 LOTS * 0.03 AC/LOT = 3.27 AC±

PROVIDED OPEN SPACE
3.27 AC± TOTAL OPEN SPACE PROVIDED
NOTE: PROPOSED OPENSPACE/RECREATION SPACE AREAS ARE NOT FOR BUILDING OR STRUCTURAL DEVELOPMENT

PROPOSED BUILDING SETBACKS:

FRONT -	20'
REAR -	20'
SIDE -	10'
CORNER -	15'

ANY PERIPHERAL PROPERTY LINE
STRUCTURES - AS PER NORTH CAROLINA STATE BUILDING CODE

TRIP GENERATION:
69 SINGLE FAMILY HOMES* & 40 DUPLEX/TOWNHOME UNITS**:
862 - TOTAL DAILY TRIPS
70 - AM PEAK HOUR
91 - PM PEAK HOUR
*PER ITE TRIP GENERATION MANUAL 8TH EDITION, ITE CODE 210
**PER ITE TRIP GENERATION MANUAL 8TH EDITION, ITE CODE 230

DEVELOPMENT DATA:

PHASE 3 AREA: 1,713,562 SF = 39.34 AC.±
PROPOSED DENSITY 109 UNITS = 2.77 UNITS/AC
AVERAGE LOT SIZE = 7,754 SF
AREA OF LOTS PROPOSED = 845,139 SF = 19.40 AC±
AREA OF ROW PROPOSED = 313,294 SF = 7.19 AC±
TOTAL PROPOSED ROAD LENGTH = 6,899 L.F.±

IMPERVIOUS SURFACES -
PROPOSED BUA -

ROADS -	207,752 S.F.
SIDEWALKS -	20,000 S.F.
AMENITIES -	20,000 S.F.
LOTS -	309,357 S.F.
TOTAL -	557,109 S.F. (32.5%)

NORTH CAROLINA PROFESSIONAL SEAL 051315 ENGINEER LARRY S. PEAR 07/17/2015

DEVELOPMENT NOTES:
1. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE.
2. PROJECT SHALL COMPLY WITH ALL CITY, STATE & FEDERAL REGULATIONS.

NOTE:
ALL DESIGN AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE & THE STATE OF NORTH CAROLINA

PROJECT NAME: WYNDWATER - PHASE 3
GSP CONSULTING PROJECT #: 2014-0005

COORDINATION NOTES

1. THE CONTRACTOR IS REQUIRED TO OBTAIN ANY/ALL PERMITS REQUIRED FOR CONSTRUCTION OF THESE PLANS.
2. ALL WORK IS TO BE IN ACCORDANCE WITH PENDER COUNTY AND THE STATE OF NORTH CAROLINA.

3. THE CONTRACTOR IS TO ESTABLISH AND CHECK ALL HORIZONTAL AND VERTICAL CONTROLS TO BE USED WITH THIS PROJECT. IN ADDITION, THE CONTRACTOR IS TO COMPUTE THE LAYOUT OF THE ENTIRE SITE PLAN IN ADVANCE OF BEGINNING ANY WORK ASSOCIATED WITH THE SUBJECT PLANS. CONTRACTOR SHALL EMPLOY A PROFESSIONAL SURVEYOR TO PERFORM SITE IMPROVEMENT STAKEOUT(S).

4. ANYTIME WORK IS PERFORMED OFF-SITE OR WITHIN AN EXISTING EASEMENT, THE CONTRACTOR IS TO NOTIFY THE HOLDER OF SAID EASEMENT AS TO THE NATURE OF PROPOSED WORK, AND TO FOLLOW ANY GUIDELINES OR STANDARDS WHICH ARE ASSOCIATED WITH OR REFERENCED IN THE RECORDED EASEMENT.

GENERAL NOTES:

1. EXISTING TOPOGRAPHY, BOUNDARY AND UTILITIES, HAVE BEEN PREPARED BY FIELD SURVEYS BY ATLANTIC COAST SURVEY, PLLC (P-0822) AND OTHER AVAILABLE INFORMATION.

2. REASONABLE CARE HAS BEEN EXERCISED IN SHOWING THE LOCATION OF EXISTING UTILITIES ON THE PLANS. THE EXACT LOCATION OF ALL EXISTING UTILITIES IS NOT KNOWN IN ALL CASES. THE CONTRACTOR SHALL EXPLORE THE AREA AHEAD OF DITCHING OPERATIONS BY OBSERVATIONS, ELECTRONIC DEVICES, HAND DIGGING AND BY PERSONAL CONTACT WITH THE UTILITY COMPANIES. IN ORDER TO LOCATE EXISTING UTILITIES IN ADVANCE OF TRENCHING OPERATIONS SO AS TO ELIMINATE OR MINIMIZE DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS RESULTING FROM ANY DAMAGE TO THE EXISTING UTILITY LINES INCLUDING LOSS OF UTILITY REVENUES. CONTRACTOR SHALL ARRANGE FOR TEMPORARY SUPPORT OF EXISTING UTILITIES, SUCH AS POLES, CONDUITS, FIBER OPTIC CABLES, TELEPHONE CABLES, WATER LINES, ETC...
3. CONTRACTOR SHALL COMPLY WITH THE LATEST REVISIONS AND INTERPRETATIONS OF THE DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION PROMULGATED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT.
4. CONTRACTOR SHALL PLAN AND CONSTRUCT WORK SO AS TO CAUSE MINIMUM INCONVENIENCE TO THE OWNER AND THE PUBLIC. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN AT ALL TIMES DURING THE PROGRESS OR TEMPORARY SUSPENSION OF WORK, SUITABLE BARRIERS, FENCES, SIGNS OR OTHER ADEQUATE PROTECTION, INCLUDING FLAGMEN AND WATCHMEN AS NECESSARY TO INSURE THE SAFETY OF THE PUBLIC AS WELL AS THOSE ENGAGED IN THE CONSTRUCTION WORK. CONSTRUCTION SIGNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "CONSTRUCTION AND MAINTENANCE OPERATIONS SUPPLEMENT TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE DOT.
5. ALL MATERIAL CLEARED OR DEMOLISHED BY THE CONTRACTOR IN ORDER TO CONSTRUCT THE WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF OFF-SITE.
6. ALL WORK BY THE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF ONE YEAR AFTER THE OWNER ACCEPTS THE WORK.
7. CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL CENTER AT 1 (800) 632-4949 AND ALLOW THE CENTER TO LOCATE EXISTING UTILITIES BEFORE DIGGING.
8. CONTRACTOR SHALL REMOVE ASPHALT, AGGREGATE BASE COURSE, AND CONCRETE CURB & GUTTER WITHIN LIMITS OF DEMOLITION AS SHOWN ON PLAN.

DEMOLITION NOTES

1. CONTRACTOR TO COORDINATE WITH THE OWNER TO PROPERLY MAINTAIN OR RELOCATE EXISTING SERVICE CONNECTIONS WHEN NECESSARY
2. CONTRACTOR IS TO WALK THE SITE AND BECOME FAMILIAR WITH THE SCOPE OF DEMOLITION REQUIRED. ALL DEMOLITION WORK REQUIRED TO CONSTRUCT NEW SITE IMPROVEMENTS WILL BE PERFORMED BY THE CONTRACTOR AND WILL BE UNCLASSIFIED EXCAVATION.
3. DEMOLITION SHALL INCLUDE BUT IS NOT LIMITED TO THE EXCAVATION, HAULING AND OFFSITE DISPOSAL OF CONCRETE PADS, CONCRETE DITCHES, FOUNDATIONS, SLABS, STEPS, AND STRUCTURES; ABANDONED UTILITIES, BUILDINGS, PAVEMENTS AND ALL MATERIALS CLEARED AND STRIPPED TO THE EXTENT NECESSARY AS DIRECTED BY THE SOILS ENGINEER FOR THE INSTALLATION OF THE NEW IMPROVEMENTS AND WITHIN THE LIMITS OF CLEARING AND GRADING AND AS SHOWN ON THESE PLANS.
4. THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTY, STRUCTURES AND UTILITIES ON THE PROPERTY NOT TO BE DEMOLISHED. DAMAGE TO PROPERTIES OF OTHERS DUE TO THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO COST TO OWNER.
5. ELECTRIC, TELEPHONE, SANITARY SEWER, WATER AND STORM SEWER UTILITIES THAT SERVICE OFF-SITE PROPERTIES SHALL BE MAINTAINED DURING THE CONSTRUCTION PROCESS BY THE CONTRACTOR.
6. EXISTING UTILITIES NOT INTENDED FOR DEMOLITION SHALL BE MAINTAINED, PROTECTED AND UNDISTURBED DURING DEMOLITION.
7. ALL EXISTING IMPROVEMENTS INDICATED OR REQUIRED TO BE DEMOLISHED SHALL INCLUDE REMOVAL FROM THE PROPERTY AND PROPER DISPOSAL.
8. CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING OVER HEAD AND UNDERGROUND UTILITIES INCLUDING CABLE, GAS, TELEPHONE AND ELECTRIC AND ANY OTHER UTILITIES THROUGH THE SITE WITH THE RESPECTIVE COMPANIES.
9. PROVIDE SMOOTH SAW CUT OF EXISTING PAVEMENTS, CURBS AND GUTTERS AND SIDEWALKS TO BE DEMOLISHED.
10. ALL DEMOLITION WORK SHALL BE DONE IN STRICT ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS OSHA REGULATIONS.
11. INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS, BUT THE THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATIONS OF THE MAINS BY DIGGING TEST PITS BY HAND.

EROSION AND SEDIMENT CONTROL NOTES

GENERAL NOTES:

1. CLEAR AND REMOVE FROM SITE ALL TREES, ROOTS, ROOT MAT, ETC. FROM THE AREA WITHIN DESIGNATED CLEARING LIMITS.
2. PLANT GRASS OVER ALL GRADED AREAS AS SHOWN IN THE TABLE ON THIS SHEET OF CEASE OF ANY GRADING ACTIVITY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND RESTORING TO PRE-CONSTRUCTION CONDITIONS ANY AREAS OUTSIDE THE PROJECT LIMITS THAT MAY INADVERTENTLY BE DAMAGED DUE TO THE FAILURE OF THE EROSION MEASURES
4. DURING GRADING AND AFTER GRADING HAS BEEN COMPLETED, CONTRACTOR SHALL CONTINUE TO MAINTAIN PERMANENT AND TEMPORARY EROSION CONTROL MEASURES UNTIL FINAL INSPECTION AND APPROVAL BY THE NCDENR DIVISION OF LAND QUALITY.
5. WATER, FERTILIZE, MOW AND MAINTAIN SPRIGGED, SODDED AND PLANTED AREAS UNTIL FINAL APPROVAL BY THE NCDENR DIVISION OF LAND QUALITY.
6. ANY BORROW MATERIAL BROUGHT ONTO SITE MUST BE FROM A LEGALLY OPERATED MINE OR OTHER APPROVED SOURCE.
7. ANY EXCESS MATERIAL REMOVED FROM SITE MUST BE HAULED TO A LEGALLY OPERATED MINE OR OTHER APPROVED SOURCE.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. ALL CONSTRUCTION ENTRANCES WILL BE PERIODICALLY TOP DRESSED WITH AN ADDITIONAL 2 INCHES OF #4 STONE TO MAINTAIN PROPER DEPTH. ANY SEDIMENT THAT IS TRACKED INTO THE STREET WILL BE IMMEDIATELY REMOVED.
3. SEDIMENT WILL BE REMOVED BEHIND THE SEDIMENT FENCE WHEN IT BECOMES 0.5 FEET DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER. SILT FENCE STAKES WILL BE SPACED 6 FEET APART UNLESS A WIRE BACKING IS USED WITH 8 FOOT STAKE SPACING.
4. INSPECT INLET PROTECTION AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.
5. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
6. INSPECT SKIMMER SEDIMENT BASINS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (ONE-HALF INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO ONE-HALF THE DESIGN DEPTH. PULL THE SKIMMER TO ONE SIDE SO THAT THE SEDIMENT UNDERNEATH IT CAN BE EXCAVATED. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN, NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.

   IF THE SKIMMER IS CLOGGED WITH TRASH AND THERE IS WATER IN THE BASIN, USUALLY JERKING ON THE ROPE WILL MAKE THE SKIMMER BOB UP AND DOWN AND DISLODGE THE DEBRIS AND RESTORE FLOW. IF THIS DOES NOT WORK, PULL THE SKIMMER OVER TO THE SIDE OF THE BASIN AND REMOVE THE DEBRIS.

   IF THE SKIMMER ARM OR BARREL PIPE IS CLOGGED, THE ORIFICE CAN BE REMOVED AND THE OBSTRUCTION CLEARED WITH A PLUMBER'S SNAKE OR BY FLUSHING WITH WATER. BE SURE AND REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.

   CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE EMBANKMENT, SPILLWAYS, AND OUTLET FOR EROSION DAMAGE, AND INSPECT THE EMBANKMENT FOR PIPING AND SETTLEMENT. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE ALL TRASH AND OTHER DEBRIS FROM THE SKIMMER AND POOL AREAS.

   FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO PREVENT THE SKIMMER FROM PLUGGING WITH ICE.

STABILIZATION NOTES

1. ALL DISTURBED AREAS WILL BE STABILIZED WITHIN 15 WORKING DAYS OF CEASE OF ANY PHASE OF ACTIVITY AND SLOPES WITHIN 21 CALENDAR DAYS.

PERMANENT SEEDING SCHEDULE - MIXTURE 5CP

SPECIES	RATE (LB/ACRE)
CENTIPEDE GRASS	10-20

Seeding Dates
MARCH - JUNE

Soil Amendments
APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS, OR APPLY 300 LB/ACRE 10-10-10 FERTILIZER.

Mulch
DO NOT MULCH.

Maintenance
FERTILIZE VERY SPARINGLY LB/ACRE NITROGEN IN SPRING WITH NO PHOSPHORUS.
CENTIPEDE GRASS CANNOT TOLERATE HIGH PH OR EXCESS FERTILIZER.

TEMPORARY SEEDING-LATE WINTER/EARLY SPRING

WINTER AND EARLY SPRING

SPECIES	RATE (LB/ACRE)
Rye (GRAIN)	120
*ANNUAL LESPEDEZA (KOBE IN PIEDMONT AND COASTAL PLAIN, KOREAN IN MOUNTAINS)	50

*OMIT ANNUAL LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXTEND BEYOND JUNE.

SUMMER

SPECIES	RATE (LB/ACRE)
GERMAN MILLET	40

FALL

SPECIES	RATE (LB/ACRE)
RYE (GRAIN)	120

Seeding dates
COASTAL PLAIN - DEC.1-APR. 15 - LATE WINTER AND EARLY SPRING
APRIL 15 - AUG. 15 - SUMMER
AUG. 15 - DEC. 30 - FALL

Soil amendments
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.

Mulch
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

Maintenance
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

GENERAL GRADING NOTES

1. REASONABLE CARE HAS BEEN EXERCISED IN SHOWING THE LOCATION OF EXISTING UTILITIES ON THE PLANS. THE EXACT LOCATION OF SUCH UTILITIES IS NOT KNOWN IN ALL CASES. THE CONTRACTOR SHALL EXPLORE THE AREA AHEAD OF THE DITCHING OPERATION BY OBSERVATIONS, ELECTRONIC DEVICES, HAND DIGGING AND BY PERSONAL CONTACT WITH THE UTILITY COMPANIES IN ORDER TO LOCATE EXISTING UTILITIES IN ADVANCE OF THE TRENCHING OPERATIONS SO AS TO AVOID AND PREVENT DAMAGE TO THE EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST RESULTING FROM ANY DAMAGE TO THE EXISTING UTILITY LINES INCLUDING BUT NOT LIMITED TO REPAIRS AND LOSS SERVICE REVENUE. CONTRACTOR SHALL ARRANGE FOR TEMPORARY SUPPORT OF EXISTING UTILITIES, SUCH AS POLES, CONDUITS, FIBER OPTIC CABLES, TELEPHONE CABLES, WATER LINES, ETC...
2. CONTRACTOR SHALL COMPLY WITH THE LATEST REVISIONS AND INTERPRETATIONS OF THE DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION PROMULGATED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT.
3. CONTRACTOR SHALL PLAN AND CONSTRUCT WORK SO AS TO CAUSE MINIMUM INCONVENIENCE TO THE OWNER AND THE PUBLIC. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN AT ALL TIMES DURING THE PROGRESS OR TEMPORARY SUSPENSION OF WORK, SUITABLE BARRIERS, FENCES, SIGNS OR OTHER ADEQUATE PROTECTION, INCLUDING FLAG MEN AND WATCHMEN AS NECESSARY TO INSURE THE SAFETY OF THE PUBLIC AS WELL AS THOSE ENGAGED IN THE CONSTRUCTION WORK. CONSTRUCTION SIGNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "CONSTRUCTION AND MAINTENANCE OPERATIONS SUPPLEMENT TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE NCDOT.
4. ALL MATERIAL CLEARED AND GRUBBED BY THE CONTRACTOR IN ORDER TO CONSTRUCT THE WORK, SUCH AS TREES, VEGETATION, FENCING, ETC... SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF OFF-SITE OR BURNED IF PROPER PERMITS ARE RECEIVED.

SITE NOTES

1. ANY DISCREPANCY IN THIS PLAN AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO START OF CONSTRUCTION. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
2. THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND R.O.W.'S PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.
3. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
4. ACCESS TO UTILITIES, FIRE HYDRANTS, STREET LIGHTING, ETC., SHALL REMAIN UNDISTURBED, UNLESS COORDINATED WITH THE RESPECTIVE UTILITY.
5. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
6. THE GENERAL CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE UPON COMPLETION OF THIS PROJECT AND AT LEAST ONCE A WEEK DURING CONSTRUCTION.
7. THE GENERAL CONTRACTOR SHALL KEEP THE AREA OUTSIDE THE "CONSTRUCTION LIMITS" BROOM CLEAN AT ALL TIMES.
8. CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" SET OF DRAWINGS TO RECORD THE EXACT LOCATION OF ALL PIPING PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE OWNER UPON COMPLETION OF THE PROJECT WITH A COPY OF THE TRANSMITTAL LETTER TO THE ENGINEER.
9. IF DEPARTURES FROM THE SPECIFICATIONS OR DRAWINGS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREOF SHALL BE GIVEN TO THE OWNER FOR REVIEW. NO DEPARTURES FROM THE CONTRACT DOCUMENT SHALL BE MADE WITHOUT THE PERMISSION OF THE OWNER.
10. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL ON HIS INITIATIVE AND AT NO EXTRA COST HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY TO PREVENT DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE OTHER OBSTRUCTIONS OR FROM DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES. CONTACT NORTH CAROLINA ONE CALL" TOLL FREE 1-800-632-4949 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL NONSUBSCRIBING UTILITIES.
11. ALL PERMITS RELATIVE TO PROJECT MUST BE OBTAINED, PRIOR TO CONSTRUCTION
12. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH PERMITS ISSUED AND APPLICABLE STATE, COUNTY, AND LOCAL CODES.
13. FOR BUILDING DIMENSIONS, SEE ARCHITECTURAL DRAWINGS.
14. ALL DIMENSIONS AND RADII ARE TO OUTSIDE FACE OF BUILDING OR TO FACE OF CURB UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL INSPECTIONS, CERTIFICATIONS, EQUIPMENT, ETC., THAT MAY BE REQUIRED.
16. THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS.

GENERAL STORM SEWER NOTES

1. ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PENDER COUNTY AND THE STATE OF NORTH CAROLINA REQUIREMENTS AS SPECIFIED ON THE DRAWINGS AND IN THE PROJECT SPECIFICATIONS.
2. BEDDING FOR ALL STORM SEWER PIPE SHALL BE AS SPECIFIED ON THE DRAWINGS, PROJECT SPECIFICATIONS, AND MANUFACTURER SPECIFICATIONS.
3. ALL STORM SEWER PIPES TO BE HDPE ADS N-12 OR EQUIVALENT, UNLESS OTHERWISE SPECIFIED.
4. ALL STORM SEWER PIPES SHOWN AS RCP ON THE PLANS SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76, UNLESS INDICATED OTHERWISE ON PLANS.

GROUND STABILIZATION		
SITE AREA DESCRIPTION	STABILIZATION TIME FRAME	STABILIZATION TIME FRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7-DAYS FOR SLOPES GREATER THAN 50 FEET IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE (EXCEPT FOR PERIMETERS AND HQW ZONES)

EXISTING UTILITY NOTES

1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND AVAILABILITY OF ALL EXISTING AND PROPOSED UTILITIES IN THE FIELD PRIOR TO GROUND BREAKING.
2. EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE GROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.

UTILITY CONTACTS:

1. CONTACT THE NORTH CAROLINA ONE CALL CENTER PRIOR TO DOING AND DIGGING. 1-800-632-4949

NOTICE REQUIRED

ALL EXISTING UNDERGROUND UTILITIES SHALL BE PHYSICALLY LOCATED BY CONTRACTOR PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO ANY EXCAVATION OR DEMOLITION.

CONTACT "CAROLINA ONE CALL" AT
1-800-632-4949

EMERGENCY DIAL 911 POLICE - FIRE - RESCUE

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAPE 07/17/2015

No.	Revision	Date	By

Designer GSP	Scale
Drawn By GSP	Date July 2015
License # P-0718	Job No. 2015-0004

WYNDWATER - PHASE 3
Topsail Township Pender County North Carolina

GENERAL NOTES

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
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6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No. C-1

No.	Revision	Date	By

Designer	GSP	Scale	1" = 100'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3

Topsail Township Pender County North Carolina

EXISTING CONDITIONS

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
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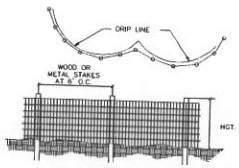
Sheet No.
C-2



Tree Protection Fence Detail

GRAPHIC SCALE

1 inch = 60 ft.

Tree Preservation Notes:

1. Tree Preservation / Removal Permit is required prior to clearing & land disturbance.
2. Prior to any clearing, grading or construction activity, tree protection fencing will be installed around protected trees
3. No construction workers, tools, materials, or vehicles are permitted within the tree protection fencing.
4. Protective fencing is to be maintained throughout the duration of the project. Land clearing and construction contractors shall receive adequate instruction on tree protection requirements and methods.

TREES TO BE REMOVED

10" OAK	2	12" HOLLY	1
12" OAK	13	12" PINE	11
14" OAK	5	13" PINE	1
16" OAK	2	14" PINE	12
18" OAK	2	16" PINE	7
20" OAK	2	18" PINE	5
22" OAK	4	20" PINE	12
24" OAK	3	22" PINE	11
26" OAK	7	24" PINE	15
30" OAK	1	26" PINE	7
34" OAK	1	28" PINE	12
18"GUM	1	30" PINE	3
4" DOGWOOD	4		

TREES TO BE SAVED

12" OAK	2	12" PINE	12
14" OAK	2	14" PINE	11
14" PECAN	1	15" PINE	1
16" OAK	5	16" PINE	6
18" OAK	2	18" PINE	11
24" OAK	1	20" PINE	8
26" OAK	3	22" PINE	3
18" SWEET GUM	1	24" PINE	11
18" SYCAMORE	1	26" PINE	4
2" HOLLY	1	28" PINE	4
12" MAPLE	1	30" PINE	3
		32" PINE	4
		34" PINE	1

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER CASEY S. PARR 07/17/2015

No.	Revision	Date	By

Designer CSP	Scale 1" = 60'
Drawn By GSP	Date July 2015
License # P-0718	Job No. 2015-0004

WYNDWATER - PHASE 3

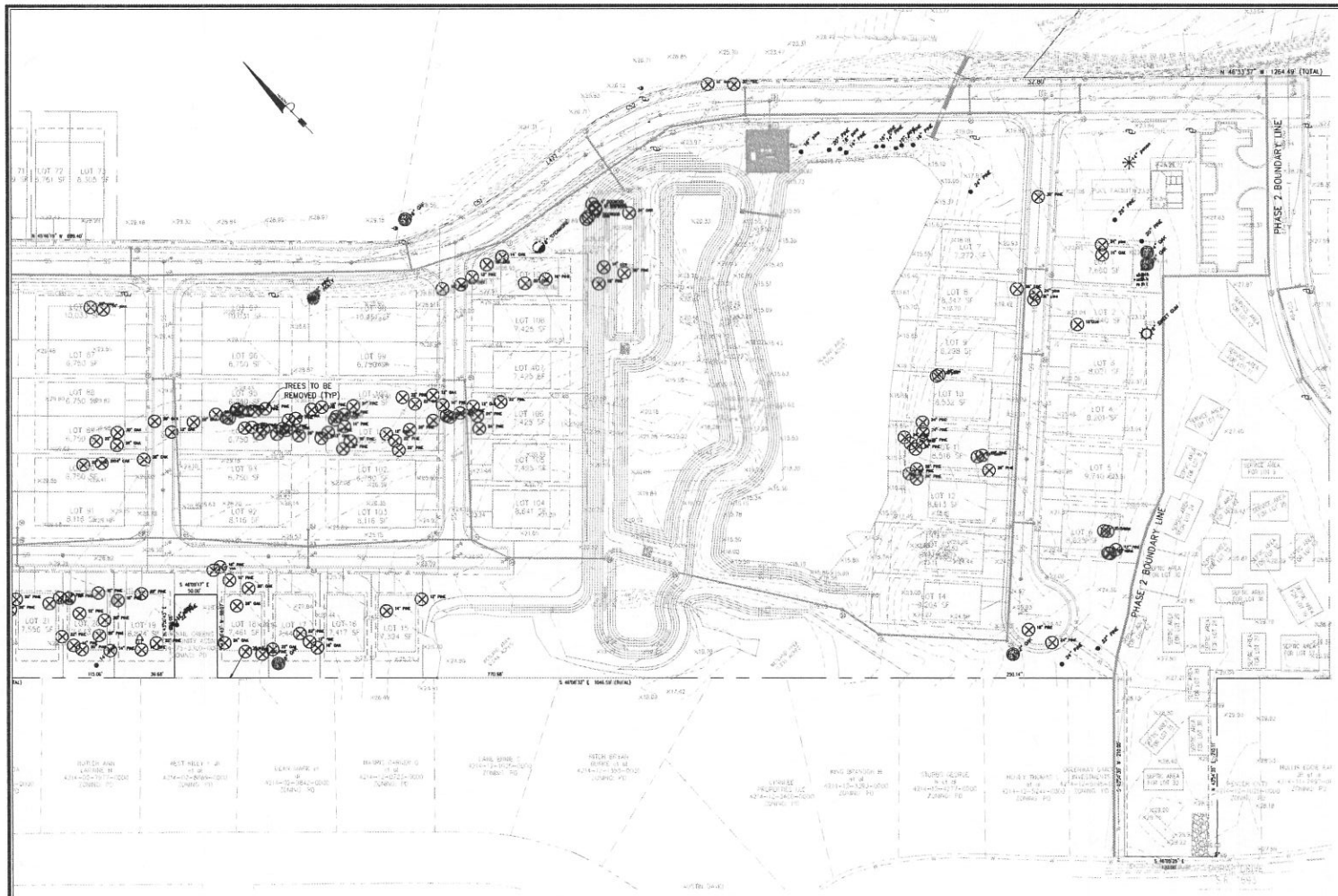
Topsail Township — Pender County — North Carolina

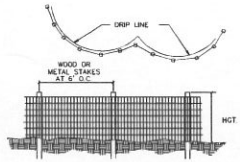
TREE INVENTORY PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
93378 Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No. C-2.1





Tree Protection Fence Detail

Tree Preservation Notes:

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TREES TO BE REMOVED

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12" OAK	13	12" PINE	11
14" OAK	5	13" PINE	1
16" OAK	2	14" PINE	12
18" OAK	2	16" PINE	7
20" OAK	2	18" PINE	5
22" OAK	4	20" PINE	12
24" OAK	3	22" PINE	11
26" OAK	7	24" PINE	15
30" OAK	1	26" PINE	7
34" OAK	1	28" PINE	12
18"GUM	1	30" PINE	3
4" DOGWOOD	4		

TREES TO BE SAVED

12" OAK	2	12" PINE	12
14" OAK	2	14" PINE	11
14" PECAN	1	15" PINE	1
16" OAK	5	16" PINE	6
18" OAK	2	18" PINE	11
24" OAK	1	20" PINE	8
26" OAK	3	22" PINE	3
18" SWEET GUM	1	24" PINE	11
16" SYCAMORE	1	26" PINE	4
2" HOLLY	1	28" PINE	4
12" MAPLE	1	30" PINE	3
		32" PINE	4
		34" PINE	1

GRAPHIC SCALE

60 0 30 60 120

1 inch = 60 ft.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAPE 07/17/2015

No.	Revision	Date	By

Designer	GSP	Scale	1" = 60'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3

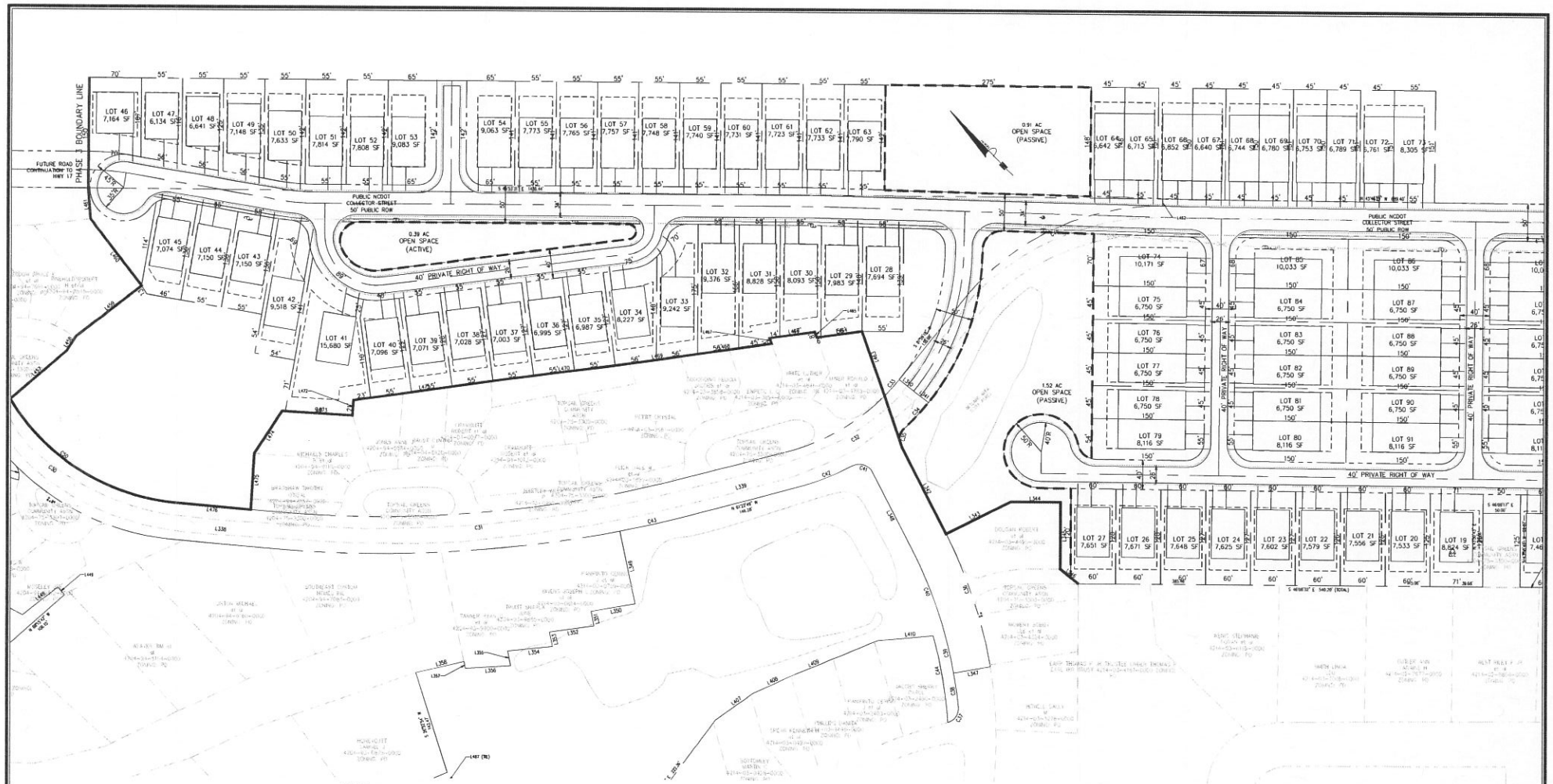
Topsail Township Pender County North Carolina

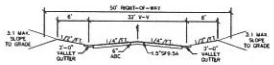
TREE INVENTORY PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-823-3891

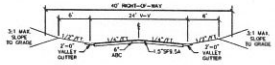
GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-2.2

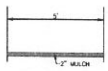




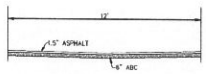
Local Residential Road X-Section
(w/ Valley Gutter)



Residential Cul-De-Sac Road X-Section
(w/ Valley Gutter)



MULCH WALKING TRAIL
NOT TO SCALE



EMERGENCY ACCESS PATH
NOT TO SCALE

GENERAL NOTES:

1. ALL PHASE BOUNDARIES ADJACENT TO RESIDENTIAL LOTS TO HAVE A TYPE "C-3" BUFFER.
2. ALL PORTIONS OF PROPERTY HAVING FRONTAGE ALONG AN EXISTING ROADWAY TO HAVE A TYPE "A" BUFFER.
3. MAIN COLLECTOR ROAD THAT WILL CONNECT TO HWY 17 IN THE FUTURE TO BE PUBLIC. ALL OTHER ONSITE ROADS TO BE PRIVATE.

GRAPHIC SCALE
0 30 60 90 120
1 inch = 60 ft.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARY S. PARK
07/17/2015

No.	Revision	Date	By

Designer GSP	Scale 1" = 60'
Drawn By GSP	Date July 2015
License # P-0718	Job No. 2015-0004

WYNDWATER - PHASE 3

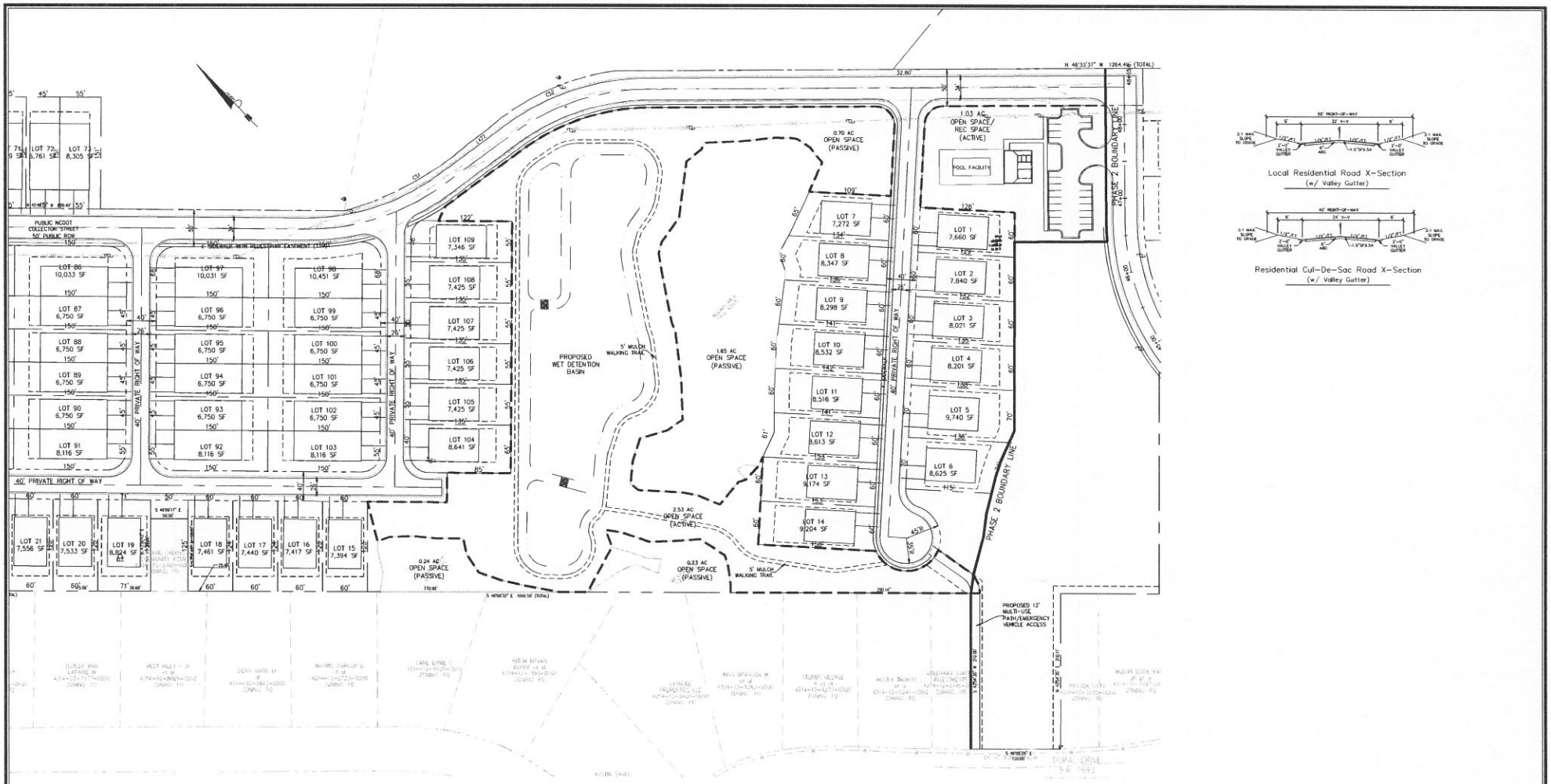
Topsail Township Pender County North Carolina

SITE PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

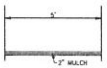
GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-3.1

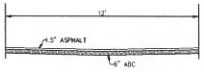


Local Residential Road X-Section
(w/ Valley Gutter)

Residential Cul-De-Sac Road X-Section
(w/ Valley Gutter)



MULCH WALKING TRAIL
NOT TO SCALE



EMERGENCY ACCESS PATH
NOT TO SCALE

GENERAL NOTES:

1. ALL PHASE BOUNDARIES ADJACENT TO RESIDENTIAL LOTS TO HAVE A TYPE "C-3" BUFFER.
2. ALL PORTIONS OF PROPERTY HAVING FRONTAGE ALONG AN EXISTING ROADWAY TO HAVE A TYPE "A" BUFFER.
3. MAIN COLLECTOR ROAD THAT WILL CONNECT TO HWY 17 IN THE FUTURE TO BE PUBLIC ALL OTHER ONSITE ROADS TO BE PRIVATE.

GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAPE 07/17/2015

No.	Revision	Date	By

Designer	GSP	Scale	1" = 60'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3

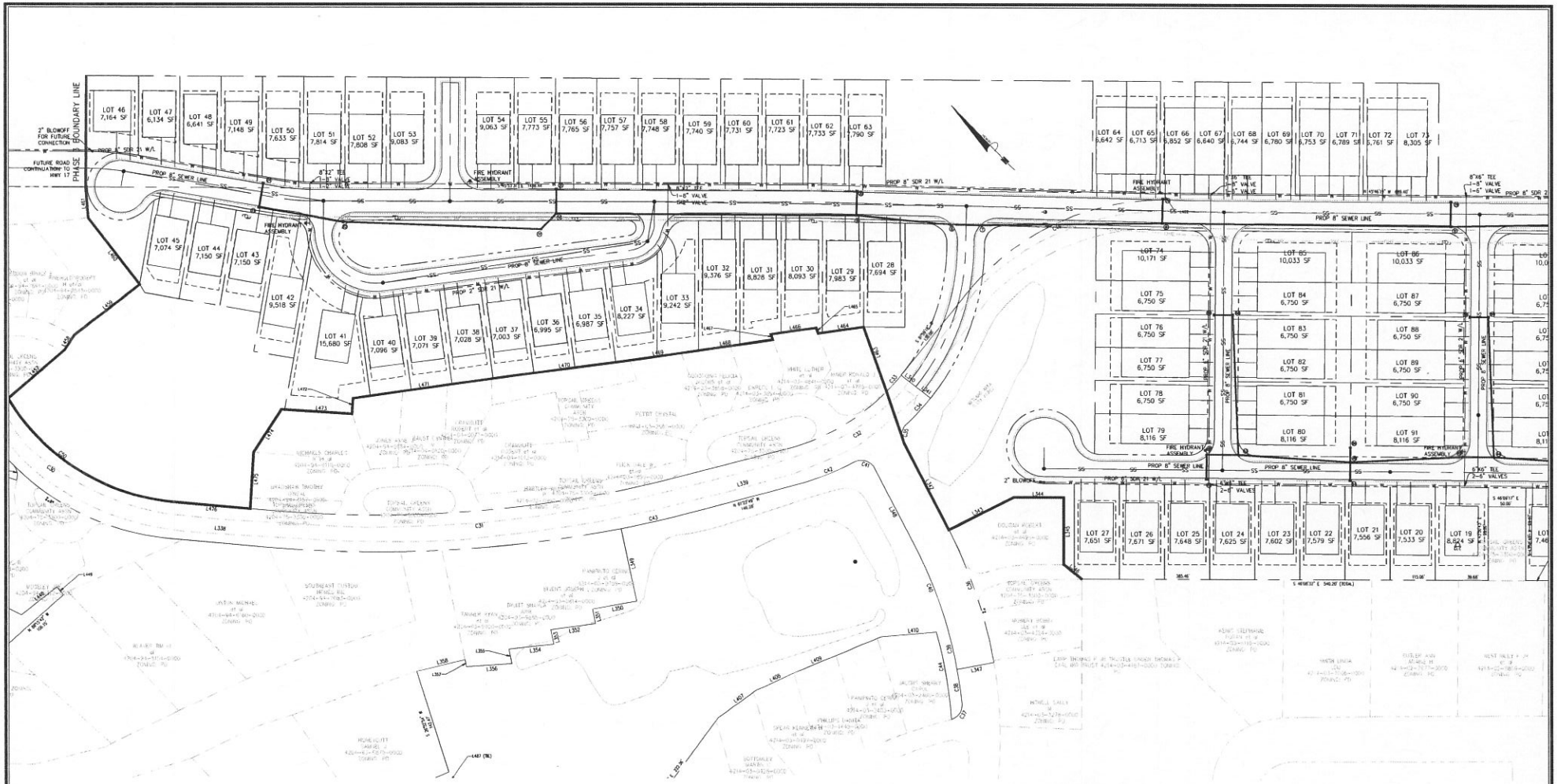
Topsail Township Pender County North Carolina

SITE PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-3.2



GENERAL UTILITY NOTES:

1. WATER SERVICE SHALL BE BUILT TO PENDER COUNTY UTILITIES STANDARDS AND SPECIFICATIONS.
2. ALL UTILITIES SHALL BE UNDERGROUND.
3. WATER SERVICE TO BE A PUBLIC PIPED DISTRIBUTION SYSTEM OWNED AND OPERATED BY PENDER COUNTY.
4. ALL WATER AND SANITARY SEWER SYSTEMS WILL BE DESIGNED TO MEET PENDER COUNTY, PLURIS, LLC AND STATE REQUIREMENTS. FINAL CONSTRUCTION PLANS WILL BE SUBMITTED TO ALL AGENCIES TO OBTAIN PERMITS TO CONSTRUCT PRIOR TO UTILITY INSTALLATION.
5. ALL WATERLINES SHOWN WILL BE SIZED IN ACCORDANCE WITH APPLICABLE PENDER COUNTY AND STATE REQUIREMENTS.
6. ALL WATER SERVICES TO BE INSTALLED BY DEVELOPER AND INSPECTED BY PENDER COUNTY UTILITIES.
7. ALL MATERIALS SHALL CONFORM TO PENDER COUNTY UTILITIES REQUIREMENTS. NON-CONFORMING MATERIAL WILL NOT BE ACCEPTED FOR FINALCERTIFICATION.
8. A ONE YEAR WARRANTY PERIOD APPLIES TO ALL UTILITIES CONSTRUCTION. THIS WARRANTY PERIOD DOES NOT BEGIN UNTIL NCDENR FINAL APPROVAL OF THE SYSTEM HAS BEEN RECEIVED. A WRITTEN COPY OF THE WARRANTY WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE.
9. PROPOSED WATERLINE TO BE LOCATED IN A MINIMUM OF 5' FROM BACK OF CURB.
10. RJ GRIP RINGS TO BE INSTALLED AT ALL FITTINGS.
11. ALL VALVES TO BE LOCATED OUTSIDE OF PAVEMENT.
12. ALL UTILITY CROSSINGS SHALL BE COORDINATED WITH PCU AT PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING CONSTRUCTION.
13. COORDINATE HYDRANT DETAIL, TAPPING SLEEVE & FUTURE CONNECTION DETAILS WITH PCU AT PRE-CONSTRUCTION MEETING.

GENERAL SEWER NOTES:

1. ALL WATERLINES TO HAVE MINIMUM 10' SEPARATION FROM ALL SEWER LINES, MANHOLES AND CLEANOUTS & TO HAVE 3' OF COVER AND 18" CLEARANCE WHERE WATER CROSSES OTHER UTILITY LINES
2. ANY SANITARY SEWER SYSTEM OR ANY PORTION THEREOF, INCLUDING THE PUMP CHAMBER AND SERVICE CONNECTION PIPE TO THE COLLECTION MAIN, SHALL BE LOCATED AT LEAST A MINIMUM OF 10-FEET FROM ANY WATER LINE. SEWER LINES MAY CROSS A WATER LINE IF 18-INCH CLEAR SEPARATION DISTANCE IS MAINTAINED. WITH THE SEWER LINE CROSSING UNDER THE WATER LINE WHEN CONDITIONS PREVENT AN 18-INCH CLEAR SEPARATION FROM BEING MAINTAINED OR WHENEVER IT IS NECESSARY FOR THE WATER LINE TO CROSS UNDER THE SEWER, THE SEWER LINE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR ITS EQUIVALENT AND THE WATER LINE SHALL BE CONSTRUCTED OF FERROUS MATERIALS EQUIVALENT TO WATER MAIN STANDARDS WITH FOR A DISTANCE OF AT LEAST TEN FEET ON EACH SIDE OF THE POINT OF CROSSING, WITH FULL SECTIONS OF PIPE CENTERED AT THE POINT OF CROSSING.

TOTAL LINEAR FEET SEWER PROPOSED

5,583' – 8" SDR-26 GRAVITY SEWER
24 MANHOLES
5,386' – SEWER FORCEMAIN

TOTAL LINEAR FEET WATER PROPOSED

675' – 2" SDR-21 WATERLINE
2,084' – 6" SDR-21 WATERLINE
3,237' – 8" SDR-21 WATERLINE

GRAPHIC SCALE
1 inch = 60 ft.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAIR 07/17/2015

No.	Revision	Date	By

Designer	GSP	Scale	1" = 60'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

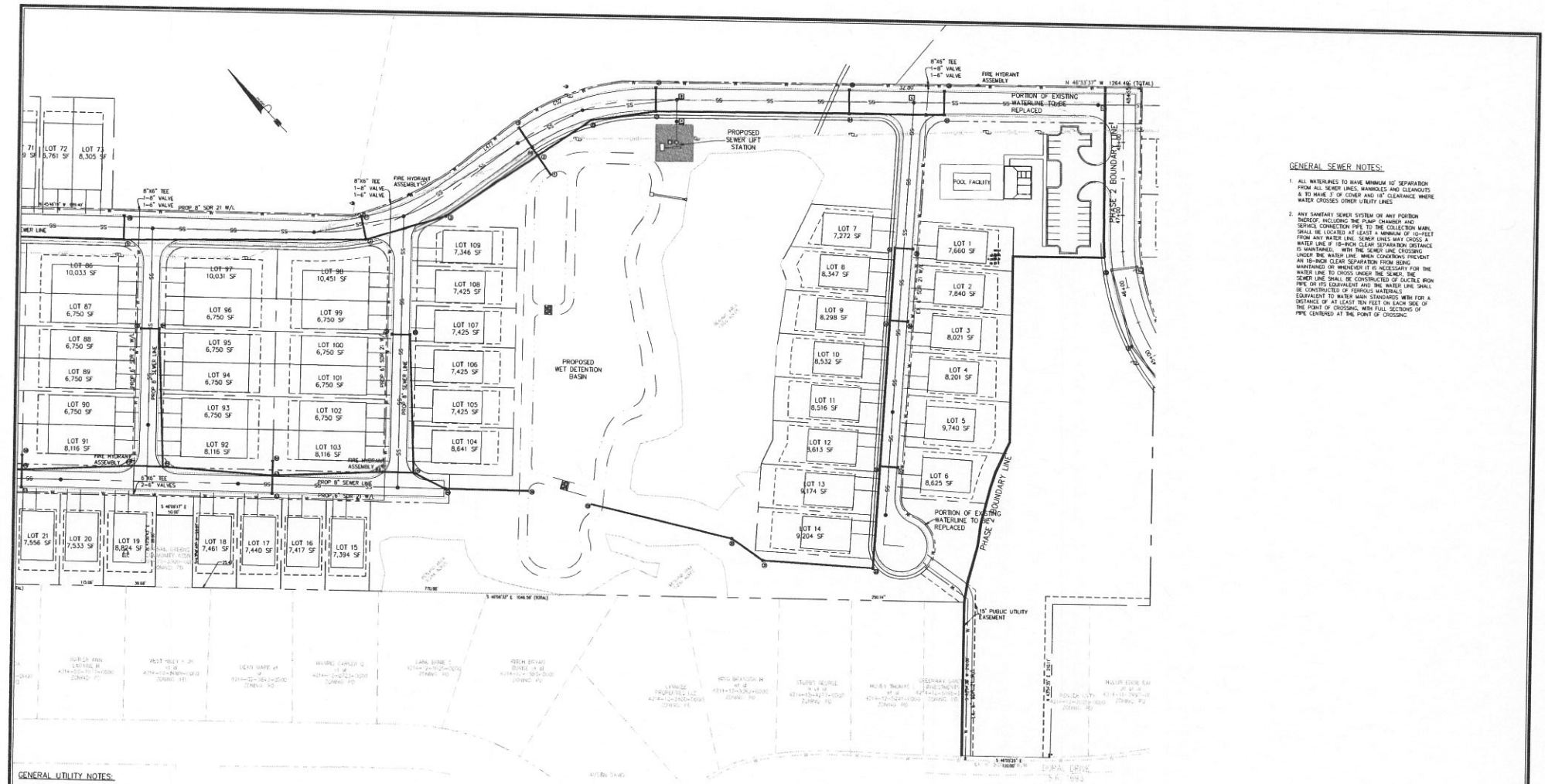
WYNDWATER - PHASE 3
Topsail Township Pender County North Carolina

UTILITY PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-4.1



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NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAPE 07/17/2015

No.	Revision	Date	By

Designer GSP	Scale 1" = 60'		
Drawn By GSP	Date July 2015		
License # P-0718	Job No. 2015-0004		

WYNDWATER - PHASE 3

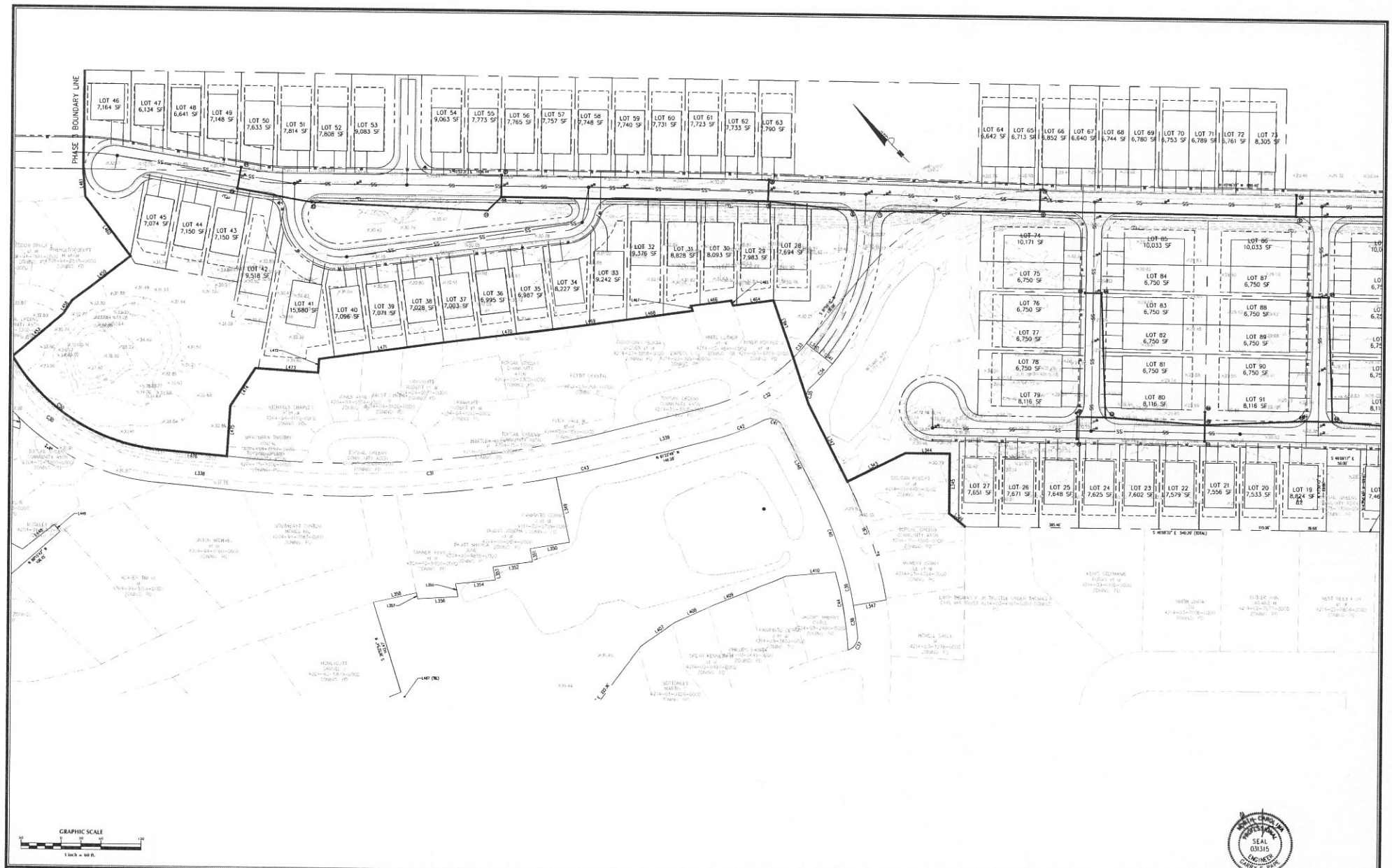
Topsail Township Pender County North Carolina

UTILITY PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No. C-4.2



No.	Revision	Date	By

Designer	GSP	Scale	1" = 60'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3

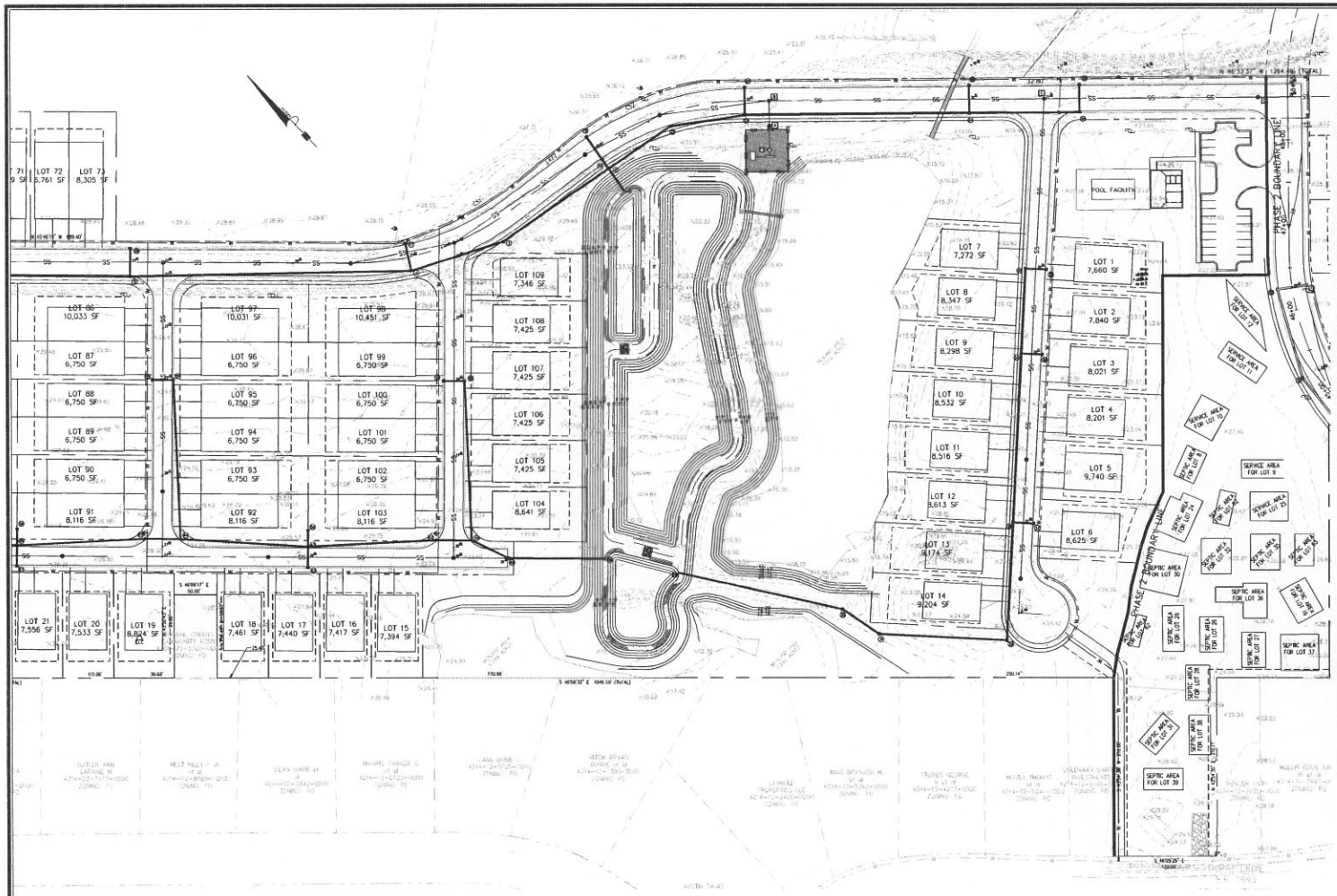
Topsail Township — Pender County — North Carolina

GRADING, DRAINAGE & EROSION & SEDIMENT CONTROL PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6639

Sheet No. C-5.1



STORM TABLE

FROM	TO	LENGTH (ft)	DIAMETER (in)	SLOPE (%)	INV. DN (ft)	INV. UP (ft)	RIM (ft)	MATERIAL
2	1	32	48	31.00%	15.90	16.00	24.98	HDPE
3	2	150	36	30.00%	16.00	16.45	26.75	HDPE
4	3	113	36	30.00%	16.45	16.79	27.04	HDPE
5	4	328	36	30.00%	16.79	17.77	27.11	HDPE
6	5	383	36	30.00%	17.77	18.97	27.15	HDPE
7	6	240	36	30.00%	18.92	19.64	28.81	HDPE
8	7	42	30	31.00%	19.64	19.77	28.66	HDPE
9	8	125	30	30.00%	19.77	20.15	28.13	HDPE
10	9	400	30	30.00%	20.15	21.35	28.63	HDPE
11	10	29	24	31.00%	21.35	21.44	28.97	HDPE
12	11	263	24	30.00%	21.44	22.23	30.32	HDPE
13	12	113	24	30.00%	22.23	22.57	29.15	HDPE
14	13	33	18	31.00%	22.57	22.67	29.15	HDPE
15	2	13	15	30.00%	16.00	16.04	24.24	HDPE
16	15	33	15	31.00%	16.04	16.14	24.24	HDPE
17	4	33	15	31.00%	16.79	16.89	27.04	HDPE
18	5	33	15	30.00%	17.77	17.87	27.11	HDPE
19	6	33	15	31.00%	18.92	19.02	27.15	HDPE
20	9	33	15	31.00%	20.15	20.25	28.13	HDPE
21	10	33	15	31.00%	21.35	21.45	28.63	HDPE
22	2	87	24	30.00%	16.00	16.26	23.07	HDPE
23	22	88	24	29.00%	16.26	16.52	21.91	HDPE
24	23	262	24	30.00%	16.52	17.31	20.41	HDPE
25	24	129	18	30.00%	17.31	17.70	21.86	HDPE
26	25	33	15	31.00%	17.70	17.80	21.86	HDPE
27	23	33	15	31.00%	16.52	16.62	21.91	HDPE
28	24	33	15	31.00%	17.31	17.41	20.41	HDPE
30	29	196	30	30.00%	14.00	14.59	20.00	HDPE
31	30	52	30	31.00%	14.59	14.75	20.00	HDPE
32	31	149	30	30.00%	14.75	15.20	20.00	HDPE
33	32	140	30	30.00%	15.20	15.62	20.67	HDPE
34	33	200	24	30.00%	15.62	16.22	19.79	HDPE
35	34	100	18	30.00%	16.22	16.52	20.17	HDPE
36	35	25	15	32.00%	16.52	16.60	20.17	HDPE
37	33	25	15	32.00%	15.62	15.70	20.67	HDPE
38	34	25	15	32.00%	16.22	16.30	19.79	HDPE
40	39	113	36	30.00%	18.00	18.34	26.09	HDPE
41	40	48	36	29.00%	18.34	18.48	26.24	HDPE
42	41	42	36	31.00%	18.48	18.61	26.24	HDPE
43	42	149	36	30.00%	18.61	19.06	25.63	HDPE
44	43	149	30	30.00%	19.06	19.51	26.66	HDPE
45	44	42	30	31.00%	19.51	19.64	26.66	HDPE
46	45	149	30	30.00%	19.64	20.09	25.81	HDPE
47	46	149	24	30.00%	20.09	20.54	26.86	HDPE
48	47	42	15	31.00%	20.54	20.67	27.06	HDPE
49	48	33	15	30.00%	20.67	20.77	27.06	HDPE
50	41	189	15	30.00%	18.48	19.05	26.41	HDPE
51	50	25	15	32.00%	19.05	19.13	26.41	HDPE
52	43	20	18	30.00%	19.06	19.12	25.53	HDPE
53	43	25	15	32.00%	19.06	19.14	25.63	HDPE
54	44	189	15	30.00%	19.51	20.08	26.94	HDPE
55	54	25	15	32.00%	20.08	20.16	26.94	HDPE
56	46	20	18	30.00%	20.09	20.15	25.71	HDPE
57	46	25	15	32.00%	20.09	20.17	25.81	HDPE
58	47	189	15	30.00%	20.54	21.11	27.44	HDPE
59	58	25	15	32.00%	21.11	21.19	27.44	HDPE

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARY S. PARK
07/17/2015

No.	Revision	Date	By

Designer: GSP	Scale: 1" = 60'
Drawn By: GSP	Date: July 2015
License #: P-0718	Job No.: 2015-0004

WYNDWATER - PHASE 3

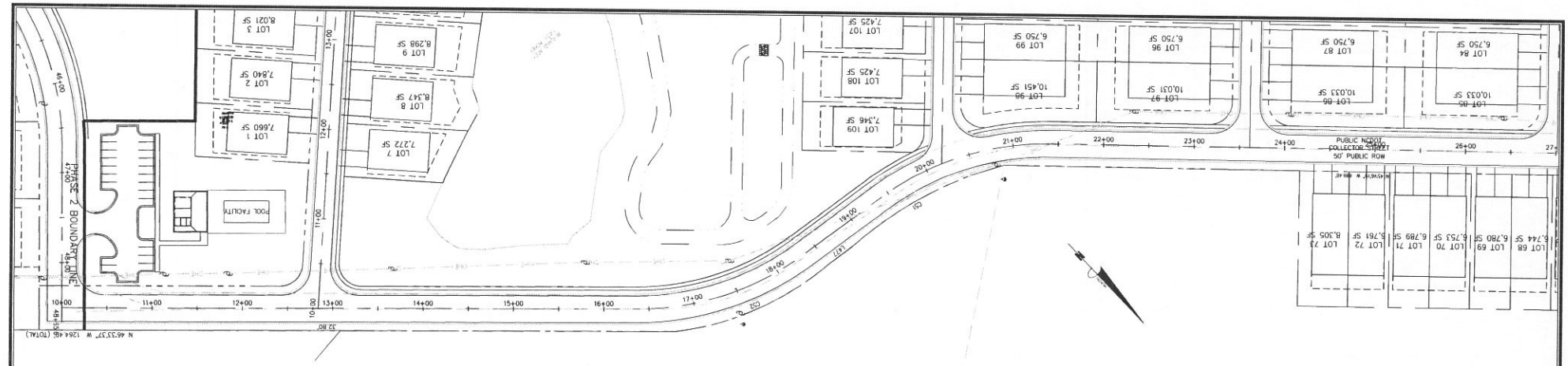
Topsail Township — Pender County — North Carolina

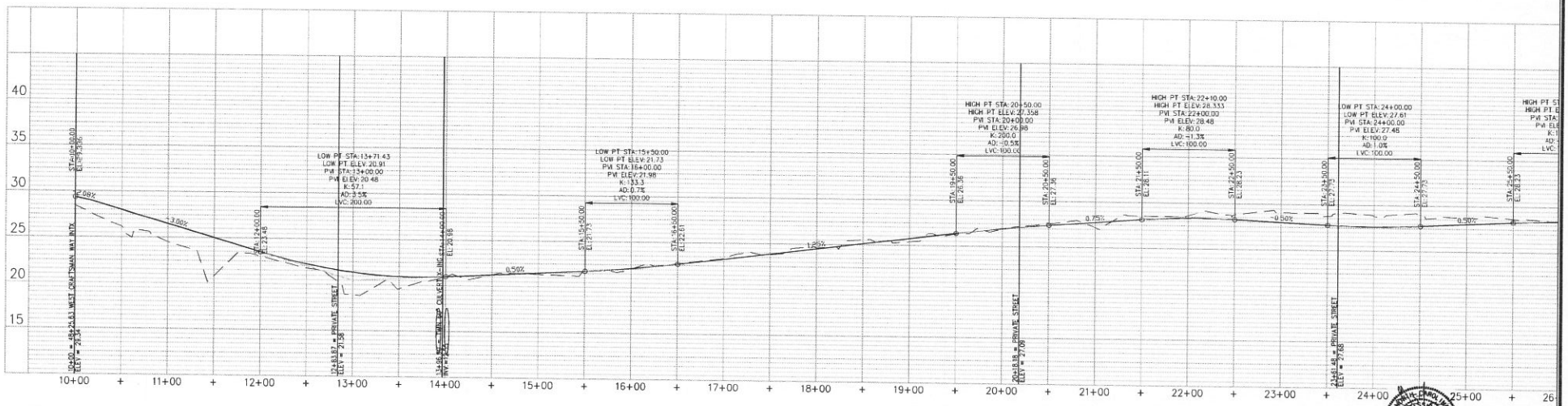
GRADING, DRAINAGE & EROSION & SEDIMENT CONTROL PLAN

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-1891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-642-7870 fax: 910-799-6659

Sheet No. C-5.2





No.	Revision	Date	By

Designer GSP	Scale 1" = 60'
Drawn By GSP	Date July 2015
License # P-0718	Job No. 2015-0004

WYNDWATER - PHASE 3

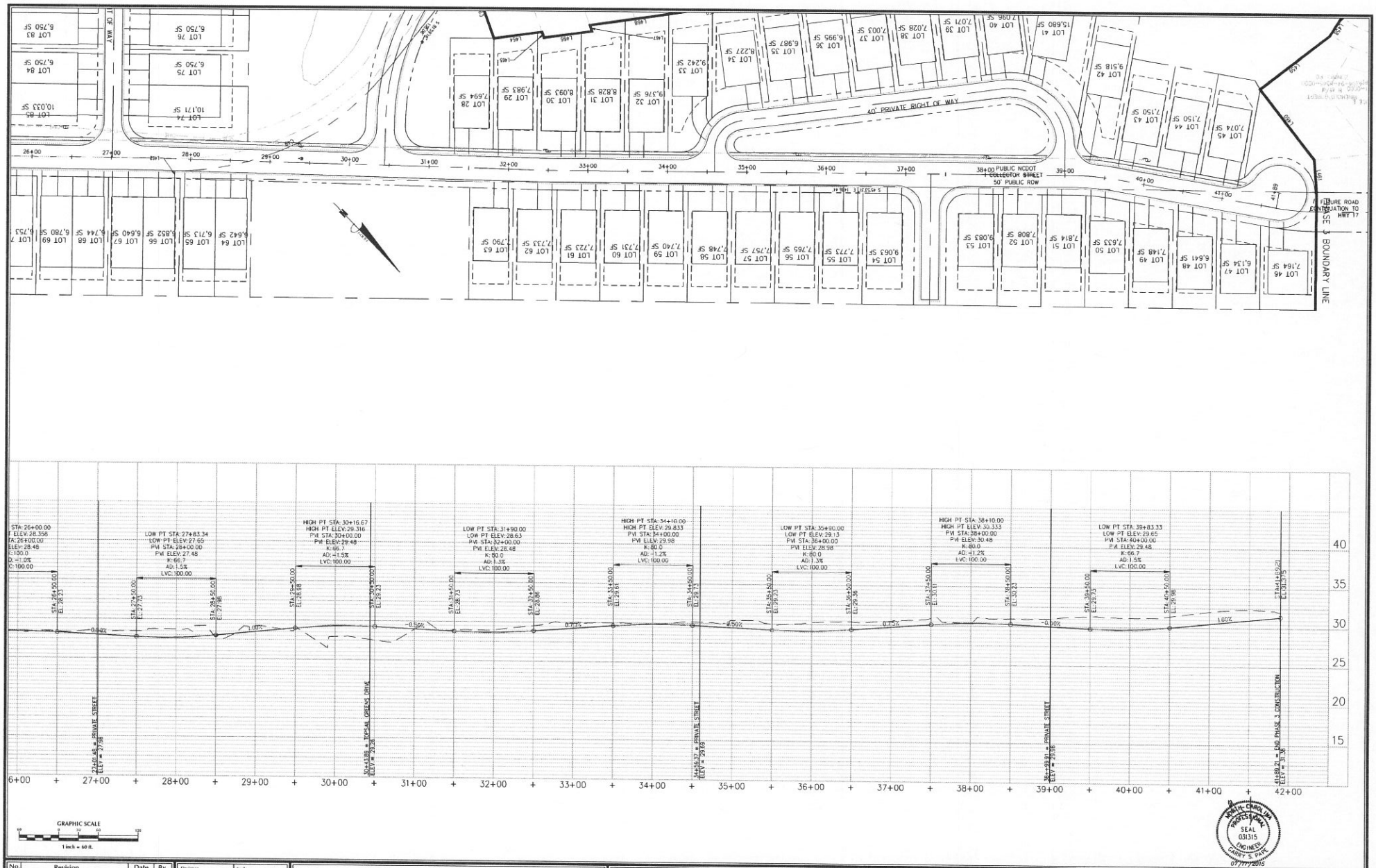
Topsail Township — Pender County — North Carolina

COLLECTOR ROAD PLAN & PROFILE

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9332B Katy Freeway #327
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No. **C-6**



No.	Revision	Date	By

Designer: GSP	Scale: 1" = 60'
Drawn By: GSP	Date: July 2015
License #: P-0718	Job No.: 2015-0004

WYNDWATER - PHASE 3

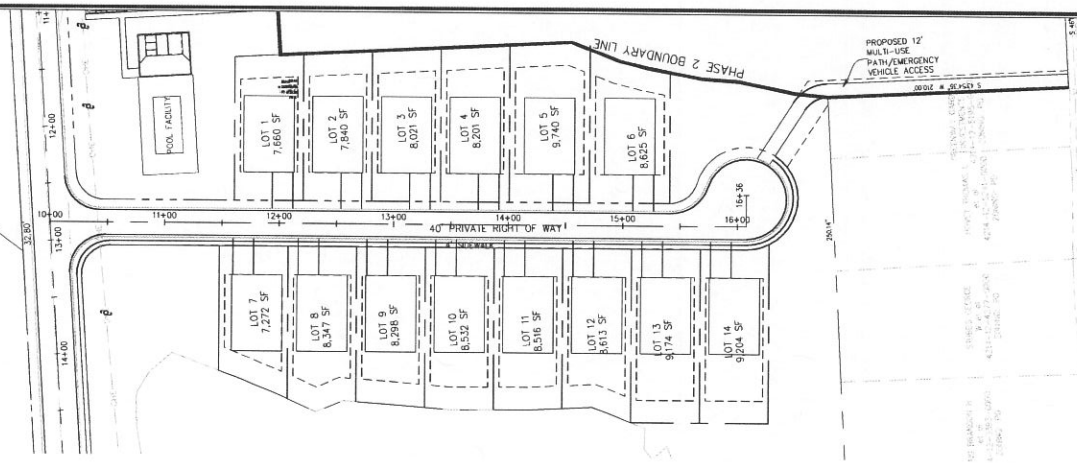
Topsail Township — Pender County — North Carolina

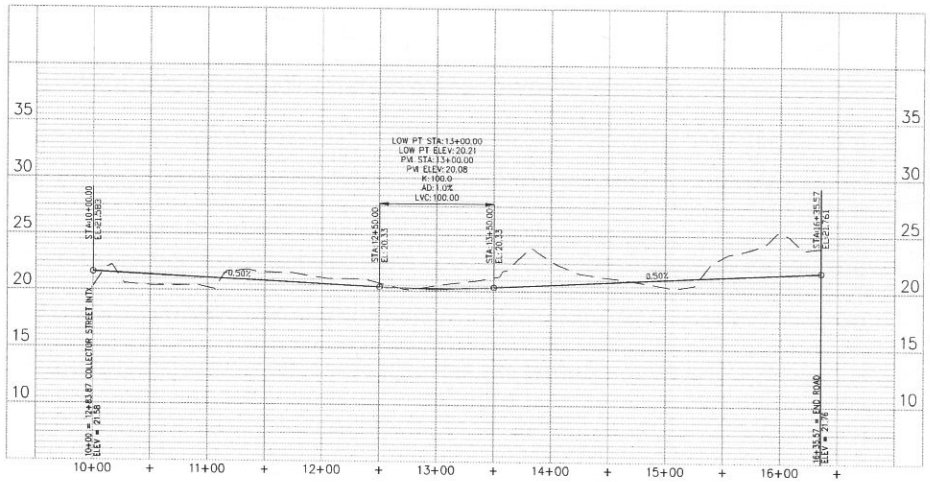
COLLECTOR ROAD PLAN & PROFILE

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No. C-7





GRAPHIC SCALE

1 inch = 60 ft.

No.	Revision	Date	By

Designer	GSP	Scale	1" = 60'
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3

Topsail Township Pender County North Carolina

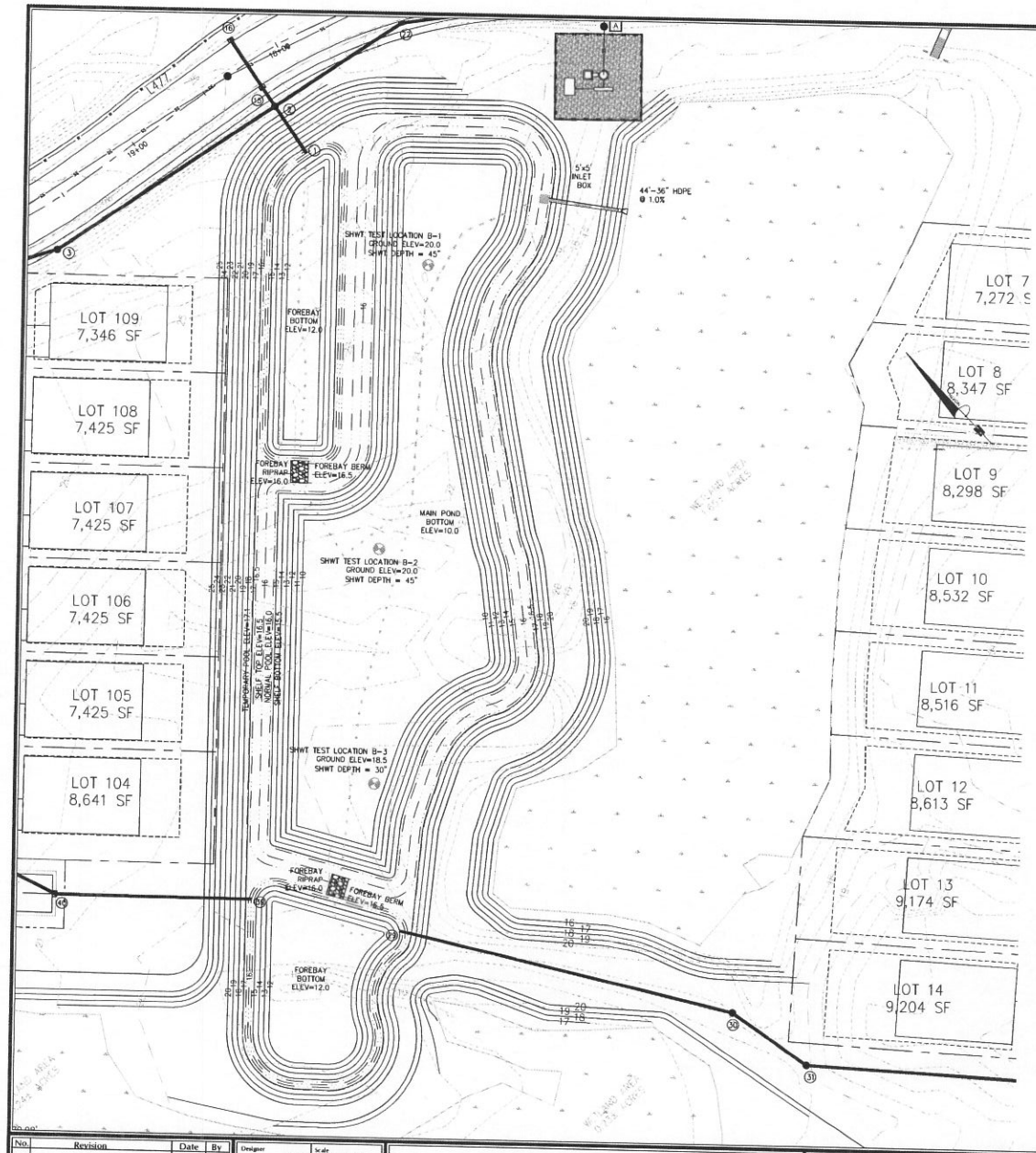
PRIVATE ROAD PLAN & PROFILE

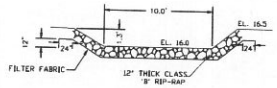
PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

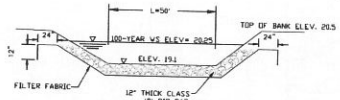
NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAPE 07/17/2015

Sheet No.
C-8

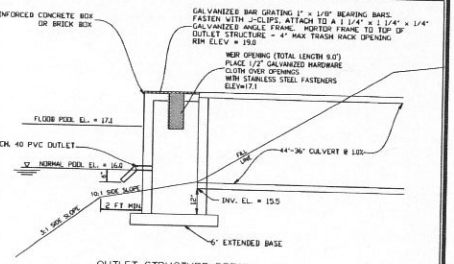




FOREBAY RIP-RAP
N.T.S.



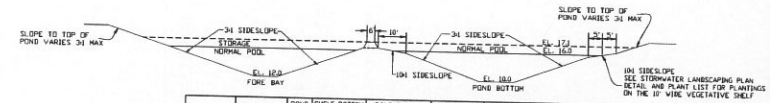
EMERGENCY SPILLWAY
N.T.S.



OUTLET STRUCTURE DETAIL
N.T.S.

NOTES:

1. DESIGN ELEVATIONS FOR WET DETENTION BASIN ARE TO AN ELEVATION OF 10.0 IN THE MAIN POND AND 12.0 IN THE FOREBAY WITH SEDIMENT STORAGE DOWN TO 9.0 IN THE MAIN POND AND 11.0 IN THE FOREBAY.
2. SEASON HIGH WATER TABLE WAS TAKEN AT A GROUND ELEVATION OF 18.5 AND ESTIMATED TO BE 30 INCHES FOR AN ELEVATION OF 16.0, WHICH IS WITHIN 6" OF THE PERMANENT POOL ELEVATION OF 16.0.
3. ALL IMPERVIOUS SITE AREA TO BE DRAINED TO PROPOSED STORM SEWER SYSTEM AND DISCHARGED TO THE WET DETENTION POND.
4. POND WILL BE PUMPED DOWN BY MECHANICAL MEANS IN CASE OF EMERGENCY.
5. PRIOR TO USE AS A WET DETENTION BASIN, SEDIMENT BASIN WILL BE MUCKED OUT.
6. POND SIDE SLOPES TO BE SODDED WITH CENTIPEDE GRASS OR EQUIVALENT.
7. ALL SLOPES ABOVE PERMANENT POOL TO BE 3:1 MAX.



NORMAL POOL ELEVATION	SHELF BOTTOM ELEVATION	POND DEPTH (FT)	SHELF BOTTOM AREA (SF)	POND BOTTOM AREA (SF)	SURFACE AREA PROVIDED (SF)	SURFACE AREA REQUIRED (SF)	AVERAGE POND DEPTH (FT)	SHWT ELEVATION (FT)
16.0	15.0	5.5	54,110	22,801	60,702	49,709	4.0	16.0

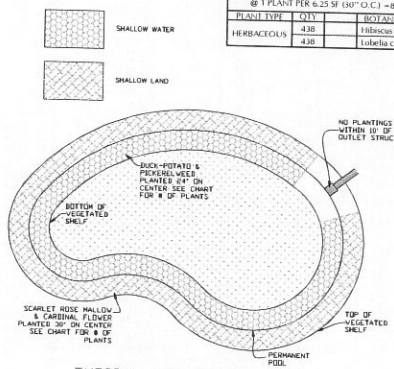
POND CROSS-SECTION
N.T.S.

SHALLOW WATER COMMUNITY (NORMAL POOL TO SHELF BOTTOM) = 5,313 S.F.
@ 1 PLANT PER 4 SF (24" O.C.) = 1,328 PLANTS

PLANT TYPE	QTY		BOTANICAL NAME	COMMON NAME	ROOT	CALIPER	HEIGHT	NOTES
HERBACEOUS	664		Sagittaria latifolia	Duck Potato	CONT.	4" Pot		24" O.C.
	664		Pontedaria cordata	Pickerelweed	CONT.	4" Pot		24" O.C.

SHALLOW LAND COMMUNITY (NORMAL POOL TO SHELF TOP) = 5,470 S.F.
@ 1 PLANT PER 6.25 SF (30" O.C.) =876 PLANTS

PLANT TYPE	QTY		BOTANICAL NAME	COMMON NAME	ROOT	CALIPER	HEIGHT	NOTES
HERBACEOUS	438		Hibiscus coccineus	Scarlet Rose Mallow	CONT.	4" Pot		30" O.C.
	438		Lobelia cardinalis	Cardinal Flower	CONT.	4" Pot		30" O.C.



TYPICAL VEGETATED SHELF
LANDSCAPING PLAN

NOTES:

1. NO PLANTINGS WITHIN 10' OF OUTLET STRUCTURE.

2. BECAUSE MOST STORMWATER BASINS ARE EXCAVATED TO DEEP SUB-SOILS, THEY OFTEN LACK THE NUTRIENTS AND ORGANIC MATTER NEEDED TO SUPPORT VIGOROUS GROWTH OF PLANTS. ALL LANDSCAPE MATERIAL, INCLUDING GRASS, SHOULD BE PLANTED IN GOOD TOPSOIL. NATIVE UNDERLYING SOILS MAY BE SUITABLE FOR PLANTING IF AMENDED WITH 4 INCHES OF WELL-AGED COMPOST TILLED INTO THE SUBGRADE. COMPOST SHOULD MEET SPECIFICATIONS FOR GRADE A COMPOST QUALITY.

3. A MINIMUM TWO-YEAR WARRANTY PERIOD STIPULATING REQUIREMENTS FOR PLANT SURVIVAL/REPLACEMENT.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER CARRY S. GUR 07/17/2015

GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft.

No.	Revision	Date	By

Designer CSP	Scale 1" = 20'		
Drawn By CSP	Date July 2015		
License # P-0718	Job No. 2015-0004		

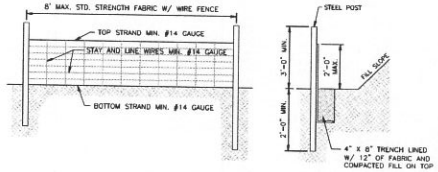
WYNDWATER - PHASE 3
Topsail Township — Pender County — North Carolina

WET DETENTION BASIN DETAILS

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

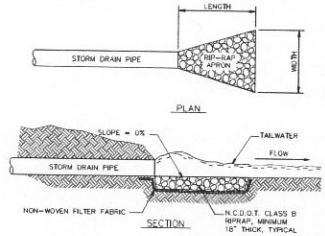
GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-9



NOTES:
1. WIRE FENCE (IF USED) SHALL BE MINIMUM 14 GAUGE WITH A MAXIMUM MESH OPENING OF 6-INCHES.
2. SYNTHETIC FILTER FABRIC OF AT LEAST 95% BY WEIGHT OF POLYOLEFIN'S OR POLYESTER, WHICH IS CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE REQUIREMENTS IN ASTM D 6461 AND ALSO SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS ACCORDING TO ASTM D 4355.
3. SEE THE NC EROSION CONTROL MANUAL FOR SPECIFICATIONS INSTALLING SEDIMENT FENCE USING THE SLICING METHOD MACHINERY.

TEMPORARY SILT FENCE
NOT TO SCALE



RIPRAP LOCATIONS	LENGTH (FT.)	UPSTREAM WIDTH (FT.)	DOWNSTREAM WIDTH (FT.)
36" CULVERT	18	9	12
SWALES INTO POND	21	10	10

RIP-RAP OUTLET PROTECTION
N.T.S.

SEQUENCE OF CONSTRCUTION

1. INSTALL TEMPORARY CONSTRUCTION ENTRANCE AS SHOWN ON EROSION & SEDIMENT CONTROL PLAN.

2. INSTALL PERIMETER CONTROLS (TEMPORARY SEDIMENT BASIN, SILT FENCE, TREE PROTECTION FENCING, ETC.) AS SHOWN ON THE EROSION & SEDIMENT CONTROL PLAN. THIS STEP NEEDS TO BE COMPLETED PRIOR TO UPSLOPE LAND DISTURBING ACTIVITIES.

3. THE EXISTING POND WILL ACT AS TEMPORARY SEDIMENT BASIN DURING CLEARING AND GRUBBING ACTIVITIES.

4. ONCE PERIMETER CONTROLS AND SEDIMENT TRAPPING MEASURES ARE INSTALLED CLEAR AND GRUB SITE WITHIN LIMITS OF DISTURBANCE. POND WILL BE PUMPED DOWN BY MECHANICAL MEANS AS NEEDED TO MUCK OUT SEDIMENT WHEN THE SEDIMENT REACHES 50% CAPACITY.

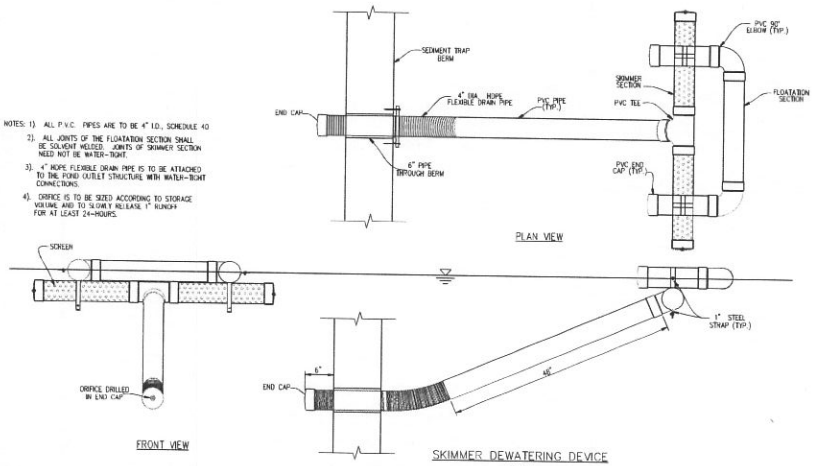
5. UPON BRINGING THE SITE TO ROUGH GRADE, STABILIZE ALL AREAS WITH TEMPORARY VEGETATION IF LEFT UNDISTURBED FOR 15 WORKING DAYS AN ALL SLOPES WITHIN 21 CALENDAR DAYS.

6. UPON BRINGING THE ROAD BEDS TO SUBGRADE ELEVATIONS, STABILIZE THE AREAS BY PLACING STONE BASE AS EARLY AS POSSIBLE.

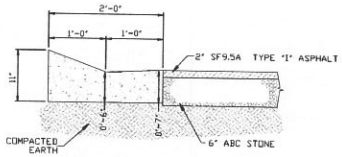
7. FOR TEMPORARY VEGETATIVE STABILIZATION OF ALL DENUDED AREAS SEE NOTE REFERENCING THE EROSION CONTROL PROGRAM AND SPECIFICATIONS.

8. AFTER CONSTRUCTION OPERATIONS HAVE ENDED AND ALL DISTURBED AREAS HAVE STABILIZED, MECHANICAL SEDIMENT CONTROLS SHALL BE REMOVED. SEDIMENT FROM TEMPORARY SEDIMENT TRAPPING DEVICES SHALL BE DISPOSED OF BY SPREADING ON THE SITE OR HAULING AWAY IF NOT SUITABLE FOR FILL. ALL DENUDED AREAS ARE TO BE PERMANENTLY STABILIZED WITH PERMANENT VEGETATION.

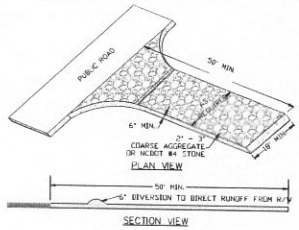
NOTES: 1). ALL P.V.C. PIPES ARE TO BE 4" I.D., SCHEDULE 40
2). ALL JOINTS OF THE FLOATATION SECTION SHALL BE SOLVENT WELDED. JOINTS OF SKIMMER SECTION NEED NOT BE WATER-TIGHT.
3). 4" HOPE FLEXIBLE DRAIN PIPE IS TO BE ATTACHED TO THE POND OUTLET STRUCTURE WITH WATER-TIGHT CONNECTIONS.
4). ORIFICE IS TO BE SIZED ACCORDING TO STORAGE VOLUME AND TO SLOWLY RELEASE 1" RUNOFF FOR AT LEAST 24-HOURS.



SKIMMER DEWATERING DEVICE
N.T.S.



MODIFIED VALLEY CUTTER
N.T.S.



TEMPORARY CONSTRUCTION ENTRANCE
N.T.S.

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER CHARLY S. PARK 07/17/2015

No.	Revision	Date	By

Designer	GSP	Scale	NO SCALE
Drawn By	GSP	Date	July 2015
License #	P-0718	Job No.	2015-0004

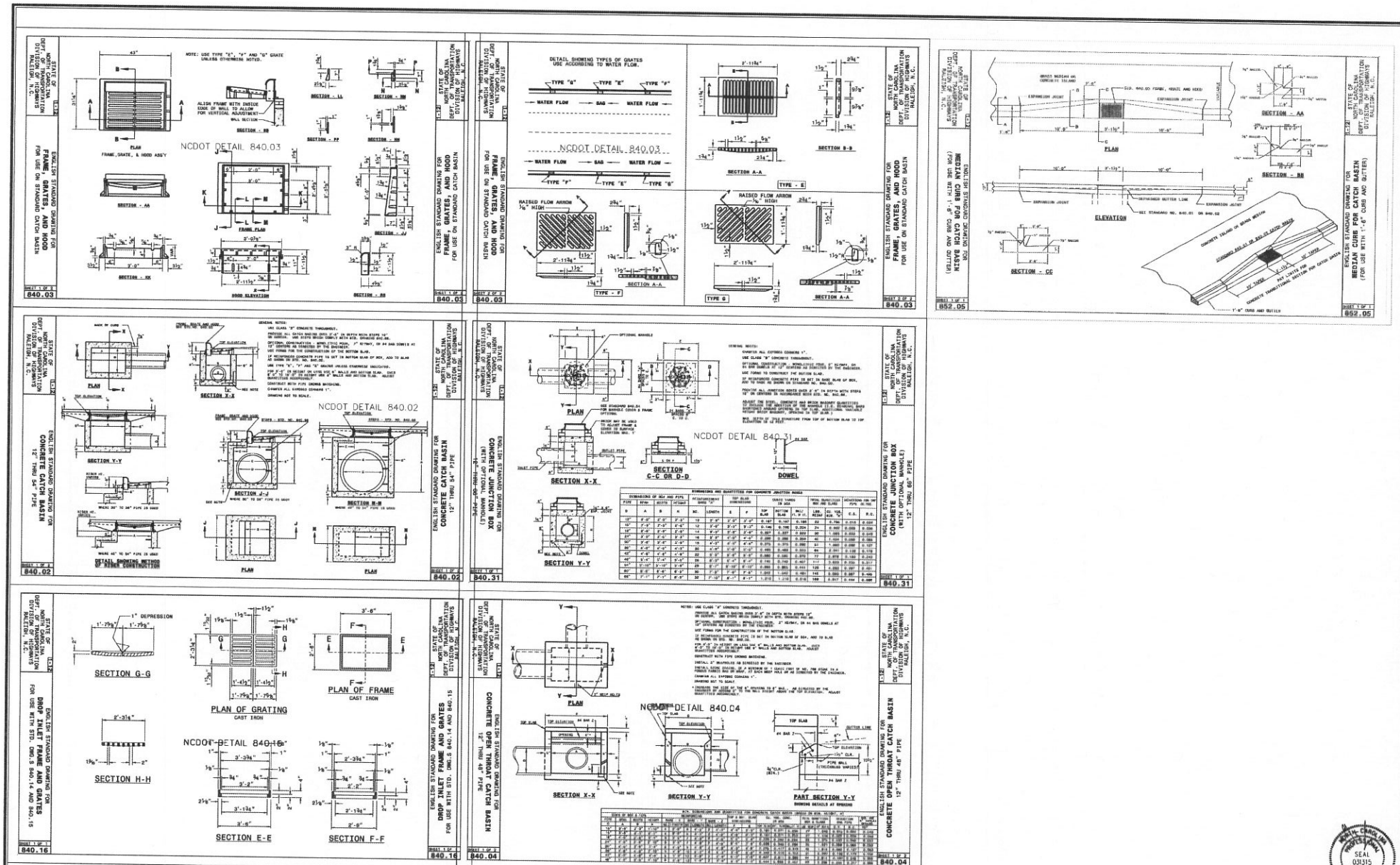
WYNDWATER - PHASE 3
Topsail Township Pender County North Carolina

STANDARD DETAILS

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-10



No.	Revision	Date	By

Designer GSP	Scale NO SCALE		
Drawn By GSP	Date July 2015		
License # P-0718	Job No. 2015-0004		

WYNDWATER - PHASE 3

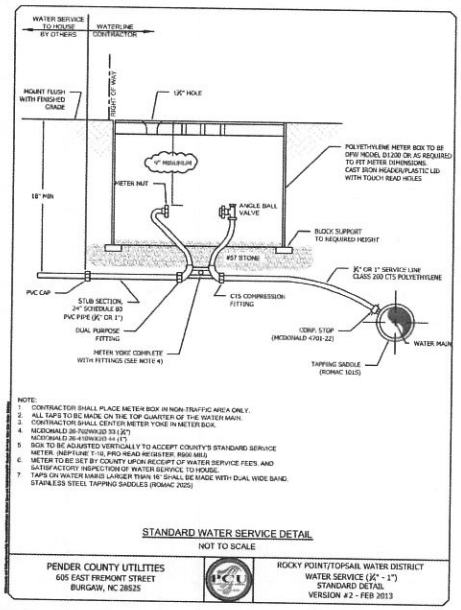
Topsail Township — Pender County — North Carolina

STANDARD DETAILS

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
93378 Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

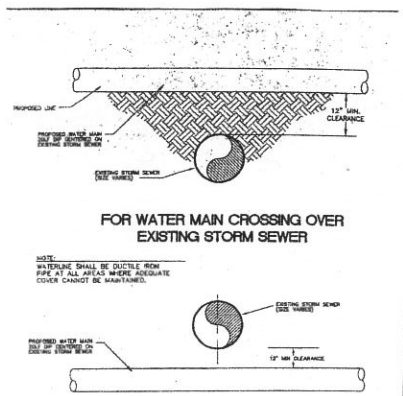
Sheet No. C-10.1



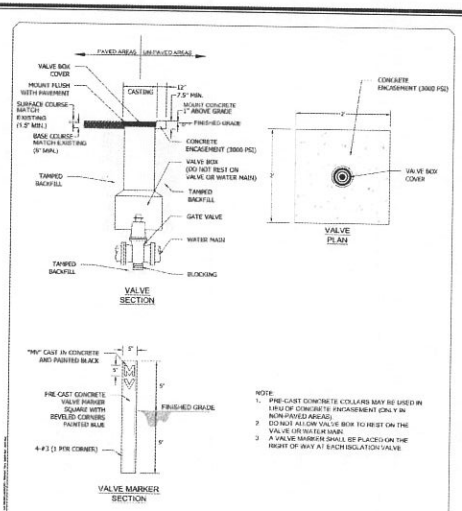
STANDARD WATER SERVICE DETAIL
NOT TO SCALE

PENDER COUNTY UTILITIES
605 EAST FREMONT STREET
BURGAW, NC 28525

ROCKY POINT/TOPSAIL WATER DISTRICT
WATER SERVICE (3/4" - 1")
STANDARD DETAIL
VERSION #2 - FEB 2013



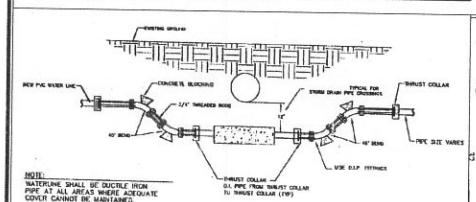
PIPE CROSSING DETAIL "C"
NOT TO SCALE



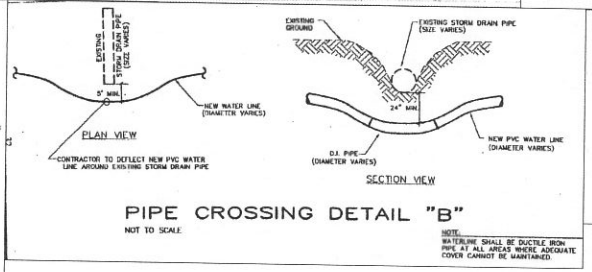
VALVE INSTALLATION DETAIL
NOT TO SCALE

PENDER COUNTY UTILITIES
605 EAST FREMONT STREET
BURGAW, NC 28525

ROCKY POINT/TOPSAIL WATER DISTRICT
VALVE INSTALLATION
STANDARD DETAIL
VERSION #1 - AUGUST 2010

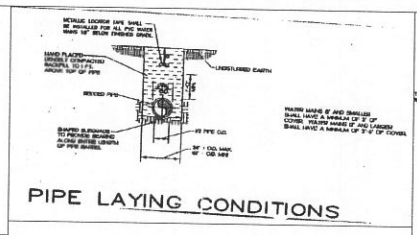


PIPE CROSSING DETAIL "A"
NOT TO SCALE

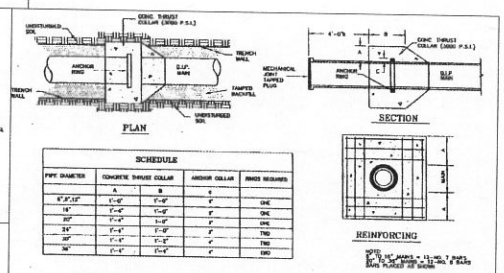


PIPE CROSSING DETAIL "B"
NOT TO SCALE

NOTE:
WATERLINE SHALL BE DUCTILE IRON PIPE AT ALL AREAS WHERE ADEQUATE COVER CANNOT BE MAINTAINED.



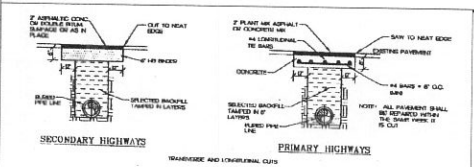
PIPE LAYING CONDITIONS



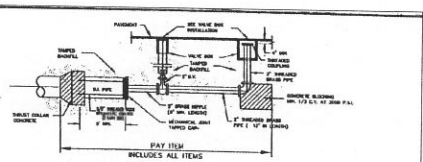
SCHEDULE				
PIPE DIAMETER	CONCRETE THRUST COLLAR		ANCHOR COLLAR	RINGS REQUIRED
	A	B	C	
6",8",10"	1'-0"	1'-0"	6"	ONE
16"	1'-4"	1'-0"	6"	ONE
20"	1'-6"	1'-0"	6"	ONE
24"	1'-8"	1'-0"	6"	TWO
30"	1'-8"	1'-2"	6"	TWO
36"	1'-8"	1'-4"	6"	TWO

NOTE:
1. 6", 8", MAINS = 1 - NO. 7 RINGS
2. 10" MAINS = 1 - NO. 7 RINGS
3. 12" MAINS = 2 - NO. 7 RINGS
4. ALL RINGS TO BE SPACED EVENLY ALONG PLANE OF THRUST

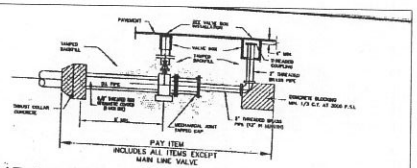
THRUST COLLAR INSTALLATION
NOT TO SCALE



DETAILS FOR CUTTING AND REPLACING PAVEMENT
NOT TO SCALE



PERMANENT BLOW-OFF ASSEMBLY
NOT TO SCALE



TEMPORARY BLOW-OFF ASSEMBLY
NOT TO SCALE

NORTH CAROLINA PROFESSIONAL SEAL 031315 ENGINEER GARRY S. PAUL 07/17/2015

No.	Revision	Date	By

Designer	GSP	Scale	NO SCALE
Drawn By	GSP	Date	July 2015
Licensee #	P-0718	Job No.	2015-0004

WYNDWATER - PHASE 3
Topsail Township Pender County North Carolina

PENDER COUNTY UTILITIES DETAILS

PREPARED FOR:
SIGNATURE TOP SAIL NC, Ltd.
9337B Katy Freeway #377
Houston, TX 77024
713-822-3891

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-442-7870 fax: 910-799-6659

Sheet No.
C-11

CERTIFICATE OF ACCURACY & MAPPING - SURVEYOR CERTIFICATE I

I, THE UNDERSIGNED, CERTIFY THAT THIS SURVEY WAS DRAWN BY ME OR DRAWN UNDER MY SUPERVISION FROM THE ACTUAL SURVEY MADE BY ME OR MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 4370, PAGE 330); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE INFORMATION SHOWN; THAT THE RATIO OF PRECISION, AS CALCULATED, IS 1:10,000+; THAT THIS PLAT AND PROPERLY IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 31 DAY OF OCT, A.D. 2014

JULES E. MCCALL, III - PROFESSIONAL LAND SURVEYOR (L-3618)

SURVEYOR CERTIFICATE II

THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT CONTAIN SPECIAL FLOOD HAZARD AREAS AND IS NOT LOCATED IN A FLOODWAY AS DEMARKED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE SUBDIVISION SHOWN ON THE PLAT DOES NOT CONTAIN AREAS OF ENVIRONMENTAL CONCERN AS DEMARKED BY THE NORTH CAROLINA COASTAL RESOURCES COMMISSION.

G.S. 47-30 (f) (11) (c) - SURVEYOR CERTIFICATE III

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 31 DAY OF OCT, A.D. 2014

JULES E. MCCALL, III - PROFESSIONAL LAND SURVEYOR (L-3618)

STATE OF NORTH CAROLINA
PENDER COUNTY

I, Amy Everett, A NOTARY OFFICER OF PENDER COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

11/4/14 Amy Everett
DATE NOTARY OFFICER

PARCEL IDENTIFIER CERTIFICATE

PARCEL IDENTIFIERS HAVE BEEN ISSUED FOR ALL PARCELS SHOWN ON THIS PLAT.
4214-12-8251-0000

Amy Everett 11/4/14
NOTARY OFFICER DATE

GENERAL NOTES

1. THIS IS "PHASE I" OF A MAJOR SUBDIVISION PLAT. IT CONSISTS OF 42 LOTS.
2. PARENT TRACT TAX PARCEL ID. 4214-12-8251-0000.
3. PROPERTY IS CURRENTLY ZONED: PLANNED DEVELOPMENT (PD).
4. BASIS OF BEARINGS FOR THIS MAP ARE GRIDS ON AC AND NORTHING.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
6. UNITS ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
7. AREA BY COORDINATE GEOMETRY.
8. TRUE BEAR NO NGS GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
9. THIS SURVEY WAS PERFORMED AND NOT PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EVIDENCE WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
10. FLOOD NOTE: AS DETERMINED BY GRAPHIC PLOTTING, THIS PROPERTY DOES NOT APPEAR TO BE LOCATED IN A SPECIAL FLOOD HAZARD ZONE, PER FEMA FLOOD INSURANCE RATE MAP (REFERENCED EFFECTIVE DATE 2/16/2006).
11. MAP & DATA REFERENCES (PER PENDER COUNTY REGISTRY): DB. 4370, PG. 330; MB 48, PG. 148; (AND OTHERS THAT MAY BE SHOWN ON THIS MAP).
12. THERE ARE NO WETLANDS WITHIN THE LIMITS OF THIS SUBDIVISION.
13. REFERENCE FOR THIS DEVELOPMENT, EXCEPT: 20', PLANE 20', DUCT: 10', CORNER MARK: 10'.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF A SUBDIVISION WITH MY (OUR) OWN FREE CONSENT, ESTABLISH MINIMUM BUILDING LINE, AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION JURISDICTION OF PENDER COUNTY, NORTH CAROLINA.

Signature Topsail Realty, LLC BY Schumacher Of Southeast, LLC
OWNER SIGNATURE 10/24/14 DATE
Michael H Bullard
OWNER NAME (PRINT) 10/24/14 DATE

CERTIFICATE OF APPROVAL OF PUBLIC STREET PLANS BY NCDOT

I CERTIFY THAT THE PLANS FOR THE PUBLIC STREETS SHOWN ON THIS PLAT HAVE BEEN APPROVED BY NCDOT AND ARE IN ACCORDANCE WITH THE GENERAL STANDARDS OF THE BOARD OF TRANSPORTATION FOR ACCEPTANCE OF THE SUBDIVISION STREETS ON THE STATE HIGHWAY SYSTEM FOR MAINTENANCE.

R. A. Vange DISTRICT ENGR.
PRIVATE STREET DISTRICT ENGINEER DATE
R A Vange 11/4/14
DIVISION TRAFFIC ENGINEER DATE

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	414.46'	310.00'	S10°37'26"E	384.28'
C2	401.65'	310.00'	N6°26'35"W	374.14'
C3	130.76'	310.00'	N61°18'38"W	130.03'
C4	180.84'	330.00'	N10°28'11"W	178.57'
C5	242.73'	330.00'	S16°18'38"E	237.62'
C6	374.35'	300.00'	S10°37'26"E	347.06'
C7	454.57'	340.00'	S10°37'26"E	421.46'
C8	440.52'	340.00'	N6°26'35"W	410.34'
C9	342.78'	265.00'	N6°26'35"W	319.03'
C10	175.26'	340.00'	N61°18'38"W	173.32'
C11	144.33'	265.00'	N61°18'38"W	142.74'
C12	30.27'	25.00'	N58°34'30"E	28.34'
C13	39.27'	25.00'	N31°18'38"W	35.36'
C14	43.00'	25.00'	N53°26'46"E	38.47'
C15	38.88'	25.00'	N35°56'08"W	35.00'
C16	184.75'	230.00'	N14°48'02"W	180.04'
C17	134.24'	305.00'	N13°28'53"W	131.80'
C18	240.11'	230.00'	S16°18'38"E	229.79'
C19	218.34'	305.00'	S16°18'38"E	206.44'
C20	31.03'	25.00'	N70°30'18"W	30.41'
C21	21.03'	25.00'	S23°37'06"E	20.41'
C22	241.16'	30.00'	N4°26'53"E	44.87'
C23	75.37'	340.00'	S7°42'18"E	75.22'
C24	75.30'	340.00'	S4°56'25"W	75.15'
C25	75.22'	340.00'	S17°40'23"W	75.07'
C26	21.74'	340.00'	S25°32'31"W	21.73'
C27	53.38'	280.00'	S22°12'46"W	53.30'
C28	135.02'	280.00'	S7°52'46"W	134.26'
C29	143.63'	280.00'	S28°27'37"E	141.46'
C30	20.78'	280.00'	S43°34'36"E	20.77'
C31	30.10'	340.00'	N2°25'24"W	30.09'
C32	70.12'	340.00'	N11°31'16"W	70.00'
C33	70.12'	340.00'	N23°06'47"W	70.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C34	70.12'	340.00'	N32°22'18"W	70.00'
C35	30.58'	340.00'	N43°38'38"W	30.58'
C36	64.00'	340.00'	N52°05'12"W	64.00'
C37	70.12'	340.00'	N63°21'18"W	70.00'
C38	40.34'	340.00'	N72°40'44"W	40.31'
C39	75.01'	280.00'	S66°25'13"E	74.78'
C40	69.32'	280.00'	S53°36'12"E	69.15'
C41	26.50'	265.00'	N70°06'44"E	26.49'
C42	88.96'	265.00'	N10°58'03"W	88.38'
C43	85.77'	255.00'	S6°31'00"W	85.39'
C44	96.30'	255.00'	S6°16'13"E	96.11'
C45	69.30'	255.00'	S23°13'08"E	69.11'
C46	66.15'	255.00'	S35°05'46"E	66.00'
C47	4.80'	255.00'	S40°02'37"E	4.80'
C48	68.56'	255.00'	S49°03'15"W	68.40'
C49	106.75'	255.00'	N6°46'12"W	106.07'
C50	24.66'	50.00'	S12°37'46"E	24.42'
C51	43.66'	50.00'	S81°38'51"E	42.30'
C52	30.47'	50.00'	N50°16'56"E	30.00'
C53	30.47'	50.00'	N0°41'56"E	30.00'
C54	30.47'	50.00'	N33°46'56"E	30.00'
C55	53.87'	50.00'	N73°33'56"E	51.30'
C56	27.34'	50.00'	N75°31'36"E	27.01'
C57	56.27'	265.00'	N88°45'46"E	56.14'
C58	134.34'	265.00'	N15°28'33"E	131.86'
C59	31.16'	265.00'	N38°33'33"E	31.16'
C60	446.13'	215.00'	N38°08'36"E	371.30'
C61	266.40'	185.00'	N38°08'36"E	246.48'
C62	172.34'	215.00'	N74°04'46"E	167.76'
C63	187.46'	215.00'	N53°20'36"E	181.57'
C64	56.26'	215.00'	N13°46'33"E	56.08'
C65	188.45'	340.00'	N12°21'41"E	187.70'
C66	14.81'	25.00'	N50°34'30"E	14.60'
C67	38.88'	25.00'	N70°41'41"E	37.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N2°38'16"E	27.00'
L2	N38°31'13"E	30.00'
L3	N50°41'14"W	30.00'
L4	N8°36'37"E	27.00'
L5	N80°01'16"E	17.24'
L6	S74°13'36"W	27.28'
L7	N80°01'16"E	17.87'
L8	S80°01'16"W	116.37'
L9	N80°01'16"E	131.04'
L10	N42°08'52"E	33.00'
L11	S48°03'37"E	131.04'
L12	N42°08'52"E	33.00'
L13	N80°01'16"E	33.00'
L14	S48°03'37"E	60.00'
L15	N48°03'37"W	72.00'
L16	N48°03'37"W	60.00'
L17	N48°03'37"W	72.00'
L18	N42°08'52"E	15.00'
L19	S48°03'37"E	60.00'
L20	N48°03'37"W	71.00'
L21	S48°03'37"E	60.00'
L22	N48°03'37"W	71.00'
L23	S48°03'37"E	60.00'
L24	N48°03'37"W	72.00'
L25	S48°03'37"E	60.00'
L26	N48°03'37"W	72.00'
L27	N42°08'52"E	15.00'

CERTIFICATE OF FINAL PLAT APPROVAL

FINAL PLAT APPROVED UNDER THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE.

Morgan O'Brien 11/4/2014

CERTIFICATE OF REGISTRATION BY THE REGISTER OF DEEDS PENDER COUNTY, NORTH CAROLINA

FILED FOR REGISTRATION ON THE _____ DAY OF _____ AT _____

00057 P0014 11-04-2014 11:21:31 AM
Pender County, NC Registered at Books 57 Page 14

REGISTER OF DEEDS DATE

SPECIAL NOTE

LOTS SHOWN HEREON CANNOT BE USED FOR BUILDING DEVELOPMENT UNLESS A APPROVED WASTEWATER DISPOSAL METHOD HAS BEEN APPROVED AND PERMITTED BY THE PENDER COUNTY ENVIRONMENTAL HEALTH DEPARTMENT OR APPROPRIATE STATE AGENCY.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

VICINITY MAP
N.T.S.

SYMBOL LEGEND:

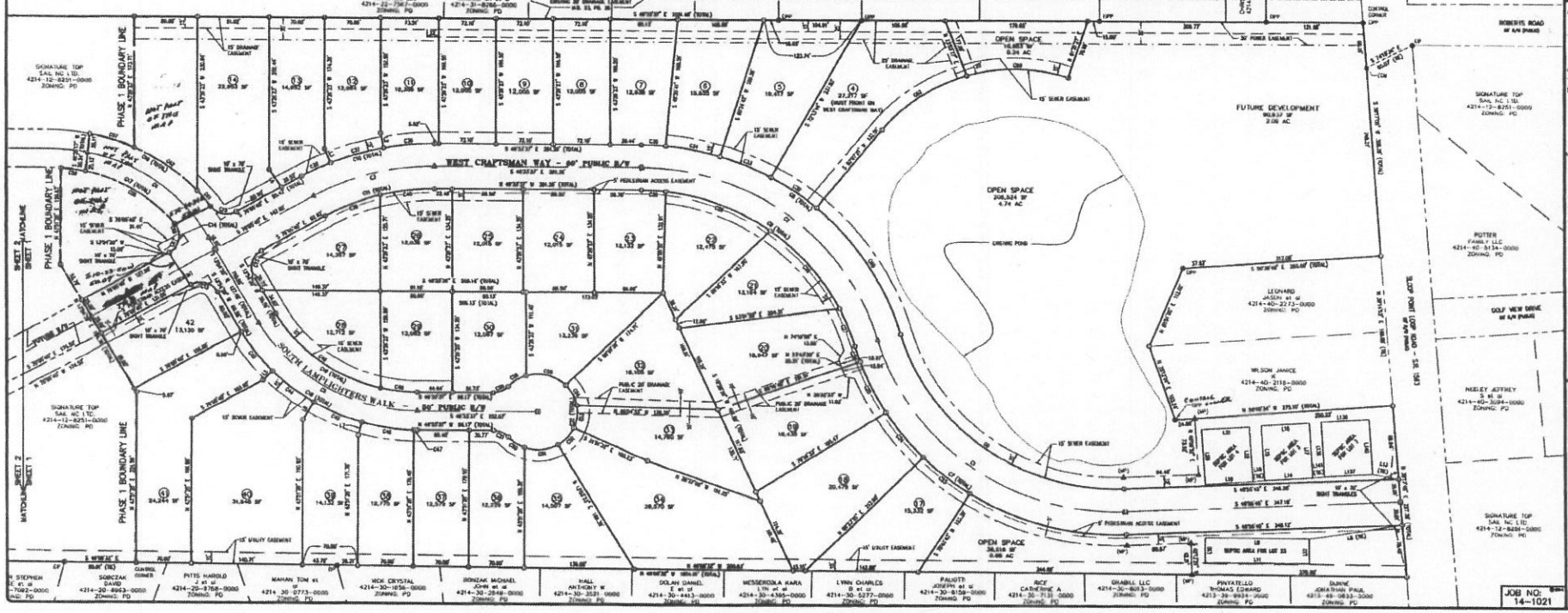
- LISTING IRON PIPE/PINCH PIPE/PKND
- SET 5/8" REBAR
- LISTING CONCRETE MONUMENT
- NEW CONCRETE MONUMENT
- LISTING RIGHT-OF-WAY MONUMENT
- MAG NAIL SET
- MAP/CALCULATED POINT (UNLESS OTHERWISE NOTED)
- EXISTING NGS MONUMENT
- LOT NUMBER

LINETYPE LEGEND:

- SURVEYED LINES (BOUNDARY)
- LINES NOT SURVEYED (ADJACENT)
- RIGHT-OF-WAY LINE
- STREAM/RIBBON/BRT
- BLANK LINE
- STORM EASEMENT LINE
- SEWER EASEMENT LINE
- CENTER-LINE OF ROAD
- BREAKLINE
- BUILDING SETBACK LINE

ABBREVIATIONS:

(LCM)	LISTING CONCRETE MONUMENT
(NCM)	NEW CONCRETE MONUMENT
(MNS)	MAG NAIL SET
(EIP)	EXISTING IRON PIPE
(LIR)	LISTING IRON ROD
(MP)	MAP/CALCULATED POINT (UNLESS OTHERWISE NOTED)
(PK)	PK NAIL (1 SIGNS AS NOTED)
NCGS	NORTH CAROLINA GEODETIC SURVEY
R/W	ROW OR TOPOGRAPHY
MB	MAP BOOK / CABINET
DB	DEED BOOK
PG	PAGE
SF	SQUARE FEET



No.	Revision	Date	By

PREPARED FOR:
SIGNATURE TOP SAL, NC, LP
A307 PEBBLE DRIVE
WILMINGTON, NC 28402
PH: 713-822-3891

FINAL PLAT FOR: SIGNATURE TOP SAL, LLC

WYNDWATER - PHASE I

MAJOR SUBDIVISION PLAT ON A NCDOT ROAD

Topsail Township — Pender County — North Carolina

Scale: all NOTED
Drawn By: Tom
Date: 11-14
Checked By: ACS
Job No.: 14-1021

Sheet No. 1 of 2

ATLANTIC COAST SURVEY, PLLC
P.O. Box 12368 Wilmington, NC 28405
(910) 392-4886 www.atlanticcoastsurvey.com
F-0822

JOB NO: 14-1021

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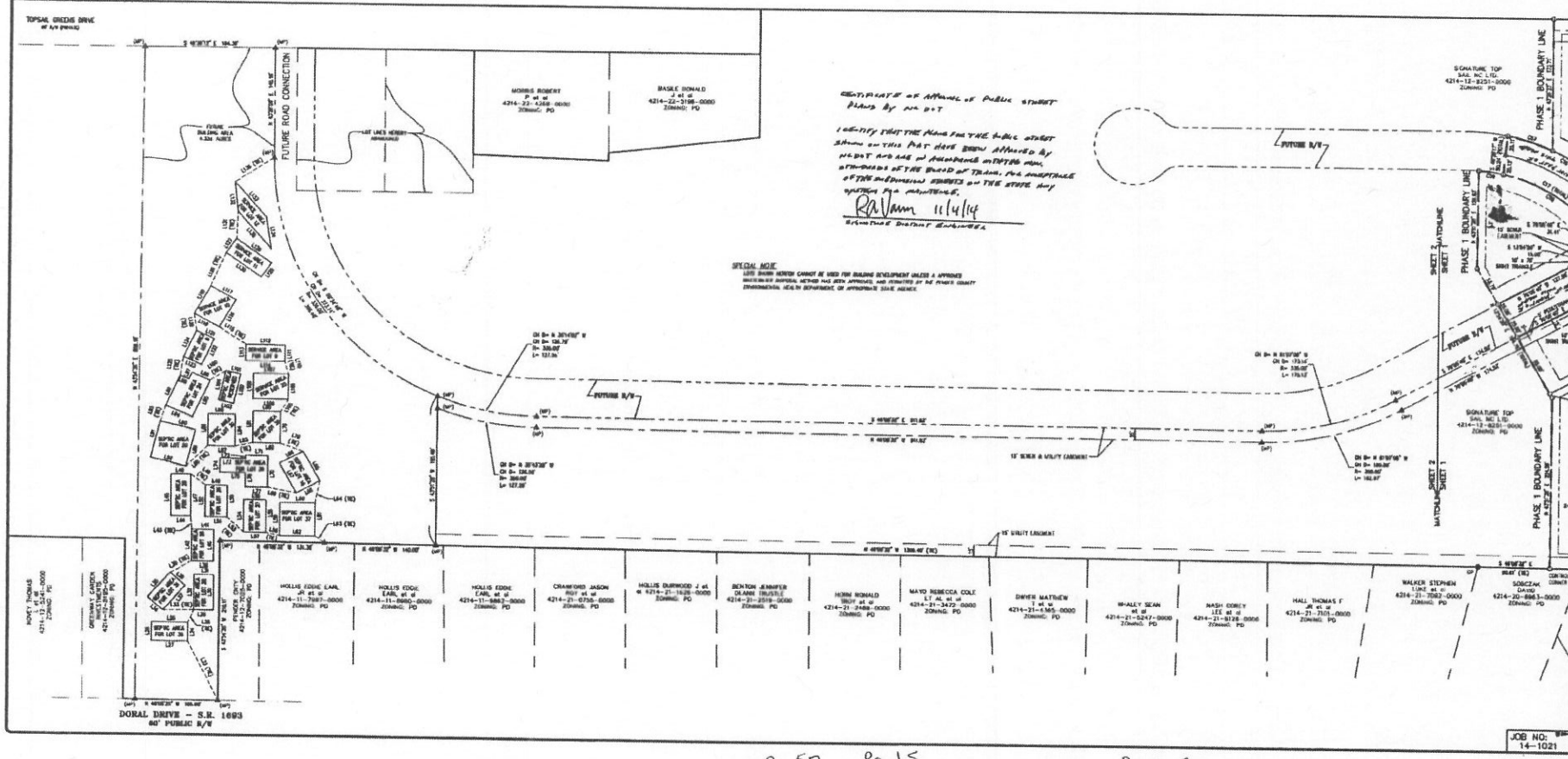
1 of 2

Attachment 1

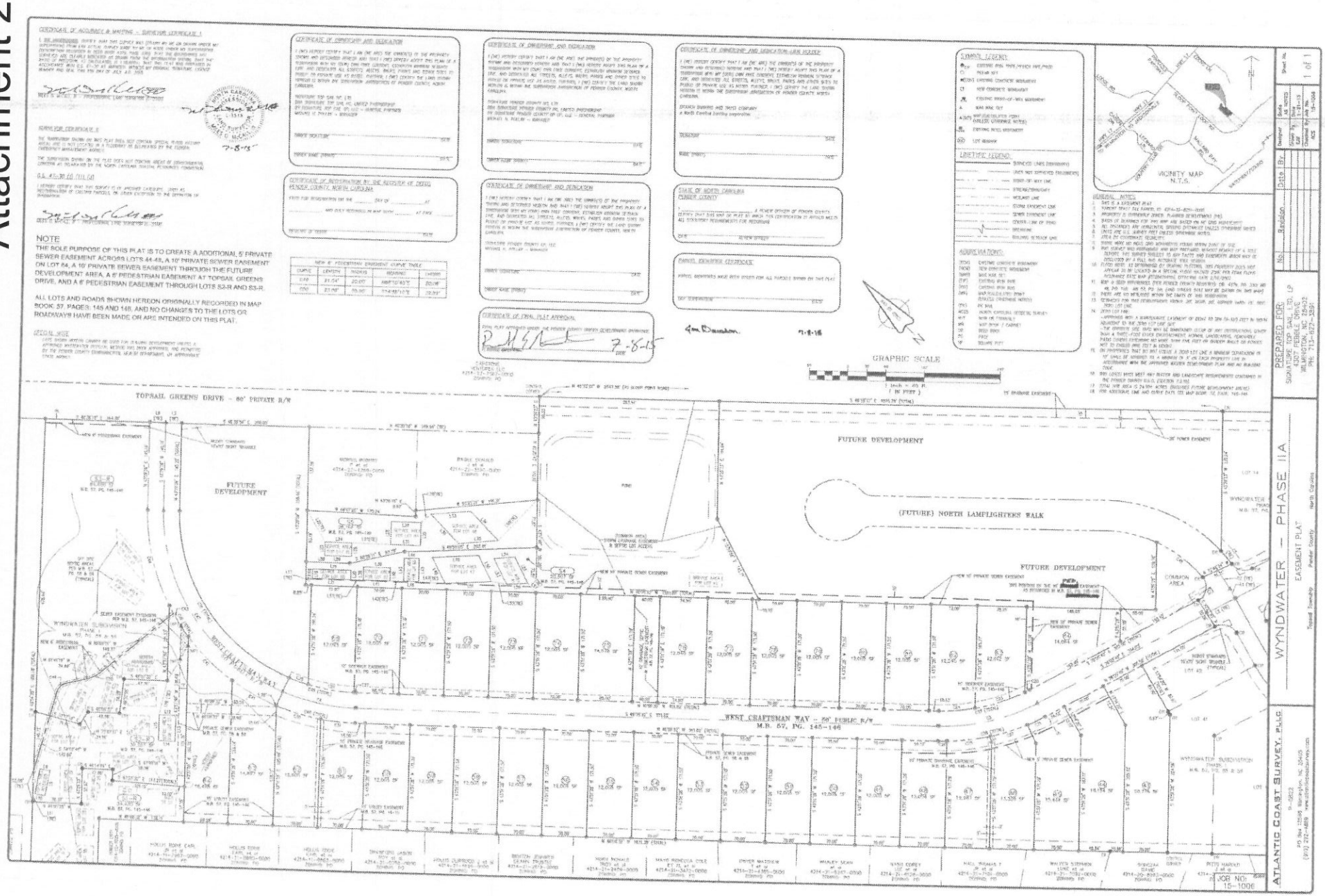
LINE TABLE																			
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L23	N17°14'26"E	81.01'	L43	S48°23'06"E	19.77'	L63	S10°02'37"E	19.00'	L83	N88°55'11"W	22.07'	L103	S63°37'06"E	16.02'	L123	S01°36'16"E	20.10'
L24	N42°57'06"W	24.01'	L44	S48°23'37"E	20.17'	L64	N01°02'16"E	20.17'	L84	S63°31'36"E	42.00'	L104	N88°55'53"E	40.00'	L124	N00°57'41"E	20.11'
L25	N44°06'16"E	40.04'	L45	N42°23'37"E	24.04'	L65	N14°47'06"W	13.00'	L85	S48°06'36"E	24.07'	L105	N01°36'16"W	16.04'	L125	N00°04'00"E	20.10'
L26	N42°57'06"W	24.01'	L46	S48°23'37"E	20.17'	L66	N00°02'16"E	33.30'	L86	S42°53'36"E	42.00'	L106	S42°53'16"E	24.01'	L126	N00°57'36"E	40.20'
L27	S48°06'36"E	40.04'	L47	N42°23'37"E	24.04'	L67	S14°37'06"W	43.00'	L87	S48°06'36"E	24.07'	L107	N42°53'16"W	24.01'	L127	N00°57'41"E	20.10'
L28	N42°23'06"E	17.71'	L48	N01°44'12"W	22.02'	L68	N10°02'16"W	33.30'	L88	S00°39'36"W	20.77'	L108	S42°53'16"E	24.01'	L128	N01°57'36"E	20.21'
L29	S48°14'06"E	20.10'	L49	S48°14'06"E	20.00'	L69	N00°02'16"W	38.01'	L89	N87°39'36"E	40.44'	L109	S48°06'16"E	40.04'	L129	N01°17'36"E	20.00'
L30	N42°42'16"E	40.01'	L50	N42°42'16"E	41.00'	L70	S42°53'16"E	41.01'	L90	S87°39'36"E	40.00'	L110	N42°53'16"W	17.00'	L130	S11°17'36"E	20.01'
L31	S48°14'06"E	20.10'	L51	S48°14'06"E	20.00'	L71	S42°53'16"E	20.00'	L91	N87°39'36"E	40.44'	L111	N42°53'16"E	21.00'	L131	S42°24'06"W	20.10'
L32	N42°42'16"E	40.01'	L52	N42°42'16"E	41.00'	L72	S42°53'16"E	4.00'	L92	S42°24'06"E	40.00'	L112	S48°06'16"E	40.10'	L132	N42°57'06"E	20.01'
L33	N48°06'16"W	20.04'	L53	S42°42'06"E	22.00'	L73	S42°53'16"E	20.14'	L93	N01°10'06"E	22.07'	L113	N42°24'06"E	21.00'	L133	S42°57'06"W	20.00'
L34	N42°57'06"W	20.00'	L54	N42°24'06"E	41.00'	L74	S42°53'16"E	18.02'	L94	S48°06'16"E	20.00'	L114	S48°06'16"E	40.10'	L134	N00°57'41"E	41.42'
L35	N42°42'16"W	40.00'	L55	S48°06'36"E	20.00'	L75	S42°53'16"E	22.14'	L95	N42°53'16"E	22.00'	L115	N42°53'16"W	40.00'	L135	S01°36'16"E	63.01'
L36	N42°57'06"W	20.00'	L56	N42°24'06"E	41.00'	L76	S42°53'16"E	18.00'	L96	N42°57'11"E	24.00'	L116	S42°53'16"W	40.00'	L136	S00°04'00"E	20.01'
L37	S48°06'36"E	40.00'	L57	S48°06'36"E	20.00'	L77	S42°53'16"E	20.00'	L97	N42°53'06"E	0.01'	L117	N42°53'06"W	20.00'			
L38	S42°24'06"E	20.00'	L58	S42°42'16"E	17.00'	L78	N00°16'36"W	20.00'	L98	S42°57'11"E	11.00'	L118	S42°42'06"W	40.00'			
L39	S48°12'36"E	20.00'	L59	S42°24'37"E	40.74'	L79	S42°31'36"E	42.10'	L99	N42°53'06"E	42.00'	L119	N17°47'36"W	20.00'			
L40	N42°24'36"E	41.00'	L60	S42°37'37"E	44.33'	L80	N42°53'36"E	24.47'	L100	S42°17'06"E	24.00'	L120	N00°46'06"E	22.00'			
L41	S48°12'36"E	20.00'	L61	S42°37'37"E	40.74'	L81	S42°31'36"E	42.10'	L101	S42°53'06"E	10.00'	L121	S01°36'16"E	20.00'			
L42	N42°24'36"E	41.00'	L62	S48°36'37"E	44.33'	L82	N42°53'36"E	24.47'	L102	N42°53'16"E	40.00'	L122	N00°57'41"E	20.11'			



MB 57 Pg 15

2 of 2

Attachment 2



Attachment 3

Pender County
Planning and Community Development

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

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

July 8, 2015

Signature Top Sail NC, Ltd.
9937 B #377
Houston Texas 77024

Re: 11035 Wyndwater Master Development Plan Revision (PINs: 4214-12-4590-0000, 4204-94-9912-0000)

Dear Signature Top Sail NC, Ltd,

The Pender County Planning Board, at the July 8, 2015 meeting, voted unanimously to pass a motion to approve the Master Development Plan for Wyndwater with the proposed revision; increasing the overall project area to include approximately ±6.2 acres from the adjacent parcel to the northeast (Pender County PIN:4204-94-9912-0000), increasing the overall project density from 2.72 to 3.1 units per acre, adding attached duplex housing type, reducing the lot size from originally approved 12,000 sq. ft. to 5,000 sq. ft. for lots to be serviced by regional sewer, and changing the location of Emergency Access to Doral Drive from Phase II to Phase III. All other approvals and conditions from previous Planning Board hearings remain applicable at this time. Planning Board approval from included the conditions;

1. Provide connection to adjacent property to future development to the northwest (documented under case #11067 submitted for the December Planning Board meeting).
2. Provide connection to identified "Capstone Property"
3. Allow for "alternative" design for alleyway as shown on sheet C-3.4
4. Allow for emergency access along the connection to Doral Drive (SR 1693).
5. The temporary cul de sac shown on the western portion of the Master Development Plan (PG C-3.2 of Site Plan) shall be converted to a through roadway at the time of the adjacent parcel development; the roadway connecting the Wyndwater and Cardinal Pointe shall be built to collector street standards as outlined in Section 7.5.3.C. Coordination between the applicant and the adjacent property owner shall be necessary to ensure interconnectivity.
6. Additional to the condition five (5), a second roadway connection shall be shown to the adjacent parcel (PIN: 4204-94-9912-0000 and identified as the Cardinal Pointe Master Development Plan Case # 11067). These connections shall be further delineated in each phase submittal for review and approval.

The Master Development Plan is valid for two years based on the Unified Development Ordinance.

As detailed in the Unified Development Ordinance requirements for Master Development Plans, these items shall be addressed on the final Master Development Plan in order to be signed and approved by the Planning and Community Development Department. Please do not hesitate to contact me at (910) 259-1274 if you have any further questions.

Please see attached document for issues to be addressed before MDP can be signed

Respectfully,

Ron Meredith, Current Planner
Pender County Planning and Community Development

4.15 HOUSING TYPES

The following housing types are established to provide a common terminology for housing in the County. "Single Family Housing" is defined as: Single Family Detached; Zero Lot Line Detached; Semi-Attached House; Multiplex Attached; and, Townhouse Attached. Upper-Story Residential Attached and Multifamily Attached are considered "Multifamily Housing".

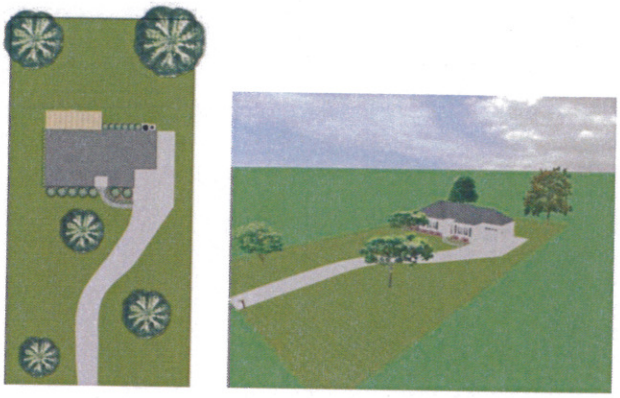
Commentary: All drawings are NOT to scale and are for illustrative purposes only.

4.15.1 Single Family Dwelling - Detached Conventional

A. A "single-family detached residence" shall be a dwelling unit located on a single lot with private yards on all four sides.

B. A single family detached dwelling unit shall be permitted in the following districts: RA, RP, MH, and PD.

C. The following is a typical sketch of a single family detached housing type:

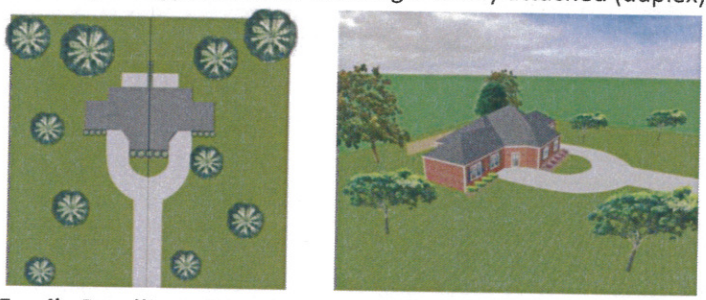


4.15.2 Single Family Dwelling - Attached Duplex

A. Two attached single family units located on one or two lots that share a common wall along the lot line, providing for fee-simple ownership.

B. A single family attached (duplex) dwelling unit shall be permitted in the following districts: RA, RP, RM, and PD.

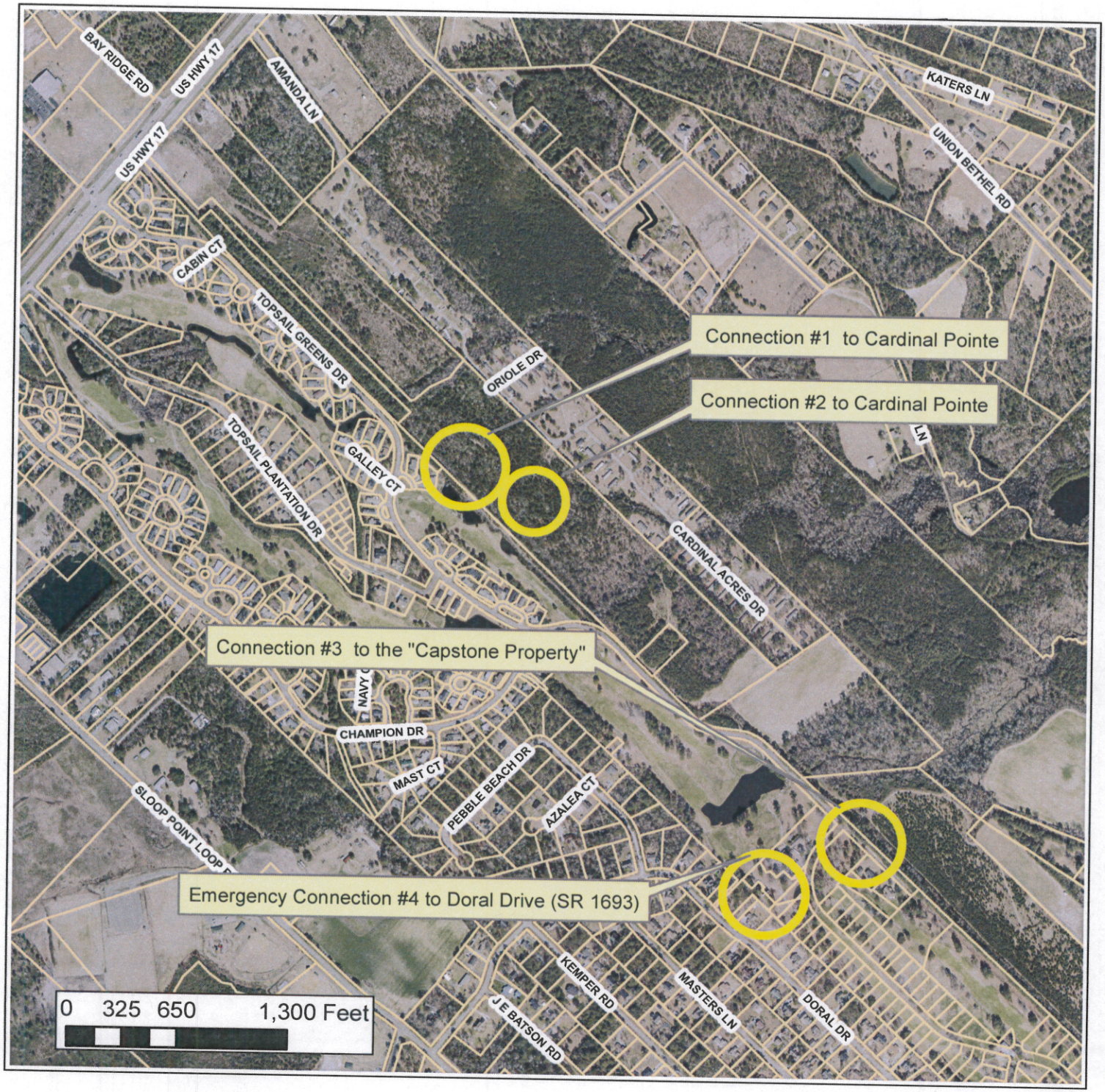
C. The following is a typical sketch of a single family attached (duplex) housing type:



4.15.3 Single Family Dwelling - Detached Zero Lot Line

A "single-family detached zero lot line residence" shall be a single-family residence on an individual lot. The building is set on one of the side property lines, with a maintenance easement on the adjoining lot. A zero lot line residence shall be utilized to create more useable space on a lot, efficiently and environmentally friendly by pooling open space or clustering a central common area.

Attachment 5



Applicant:
Signature Top Sail NC, LTD

Owner:
Signature Top Sail NC, LTD
and
Jeffery Morris et. al.

Phase III
Preliminary Plat

Case Number:
11035

Wyndwater

Legend

- Wyndwater MDP Project Area
- Wyndwater Proposed Roadways
- Cardinal Pointe Proposed Roadways

N

Adjacent Connections

Attachment 6

PLURIS

MAURICE W. GALLARDA, PE
Managing Member

May 15, 2015

Mike Pollak
Manager
Signature Topsail NC LTD
6450 Shinnwood Road
Wilmington NC 28409

Re: Pluris Hampstead, LLC's Intent to Serve Signature Topsail NC LTD, Pender County

Dear Mr. Pollak,

This letter serves as confirmation of Pluris Hampstead, LLC's ("Pluris") intent to serve the above referenced development with wastewater treatment in accordance with the requirements of the North Carolina Department of Environmental Management ("DENR"), and the North Carolina Utilities Commission ("NCUC") to whom Pluris will be subject to for environmental and rate regulation respectively. In addition Pluris will be subject to the provisions of the County of Pender approved Special Use Permit.

It is our understanding that the initial phase of construction for the development will consist of forty (40) single family residences, requiring wastewater treatment in the initial phase for a maximum flow of 14,400 gallons per day. Subsequent development phases may include up to two-hundred ten (210) single family residences.

Pluris is currently in the construction phase of the new membrane bio-reactor ("MBR") wastewater treatment plant and related force main that will service Signature Topsail NC LTD. Operation of the MBR plant is currently estimated to begin at the end of December, 2015. Pluris has its first of two environmental permits from the DENR, which will allow sufficient treatment flow to include the initial phase of Signature Topsail NC LTD. The second permit will be completed prior to the MBR plant start up and address the total design flow for the regional plant. The DENR will allow the pumping and hauling of any wastewater for an interim period should any homes be completed prior to the start-up of the MBR plant. Wastewater would be treated at the existing Pluris MBR plant in Onslow County.

Please note that this letter of intent to provide wastewater service to the development is contingent upon the execution of a Developer Agreement between Signature Topsail NC LTD and Pluris Hampstead, LLC.

Should you have any questions please feel free to contact me directly at my office at 214.220.3412 or on my cell phone at 714.624.8670.

Sincerely,

Maurice W. Gallarda, PE
Managing Member

Cc: Randy Hoffer, Regional Manager, Pluris

Attachment 7

Technical Review Committee Review and Response

Date: August 11, 2015

Name: Bill McDow Agency: WMPO

Phone: (910) 341-7819 Email: bill.mcdow@wilmingtonnc.gov

Wyndwater Phase 3 and MDP Revision
Requirements:

1. A TIA is in progress for this project. The proposed Development Site Information for 350 units and future development does not match the current TIA which calls for a significantly higher number of SF homes, Townhouses, Senior Adult Units and Commercial Development.
2. Revise TIA and MDP to match proposed project development plan, phasing, and buildout.
3. The proposed 35' Radius for the subdivision cul-de-sacs are too small to accommodate fire engines and school buses. Increase Cul-de-sac Radius to 40' minimum to accommodate School Buses and Fire Engines using the streets.
4. Provide the name for proposed and existing local streets, and collectors. Ensure private and public designations are shown with any easements along the R/W. Show street names for connecting streets and adjacent streets.
5. Provide street, curve, intersection geometry for proposed streets and intersections. If segments are called out, please label segments with dimensions or place them in a table per Pender County UDO requirements.
6. Show proposed and existing sidewalk, trails and pedestrian Access easements on the plan with dimensions for each sidewalk or trail.
7. Provide wheel chair ramps at street corners where sidewalk is present or proposed in accordance with ADA requirements for newly constructed streets. Update the street cross section and/or intersection detail to show the location of the sidewalk.
8. Show proposed crosswalks on the site plan. Provide a detail for the crosswalk and wheel chair ramps on the plan.
9. Provide a street cross section for the 50' Public Collector R/W.
10. Add curb and gutter detail and standard NCDOT details for this project.
11. Provide a Subdivision statement on the presence of private streets within the subdivision.
12. The project is proposing connections directly to US Hwy 17 and Sloop Point Rd, which will require a NCDOT Driveway permit.

Recommendations:

1. Increase street corner intersection radius to R30 per NCDOT Subdivision Roads Minimum Construction Standards to accommodate Trash Trucks, Fire, School Buses and Moving Vans.

2. Revise the location of the North Arrow on Sheets C-3.1 and C-8.
3. Plans for previous phases showed sidewalk and Multi-use path, please show them on the Master Development Plan. Provide details on connection points along the street to the sidewalk and paths.
4. The proposed profile plan sheets have reversed the direction and orientation of the streets, direction of North, and how streets are shown. The profiles appear to be a mirror image of the site plan.
5. Show any proposed connections to adjacent lots and developments.
6. Applicant is requested to install a Park and Ride Location within Commercial Section of the development at Hwy 17.
7. Show proposed layout for the Mixed Commercial Areas and Park, recreation, and open space or Pedestrian areas shown on the site plan.
8. Show Crosswalks near parks and amenity areas.
9. Show Service Areas for the septic system on the site or utility plan sheets.
10. The project has proposed private streets and sidewalk on a Public Street. Please provide a note on the plans regarding maintenance of the proposed private streets and sidewalk by the HOA

Comments:

Information Requested:

Please Follow Up Prior to Meeting: Yes/ **No**

Pender County Emergency Management

Occupancy: **Wyndwater Phase II**
Address: **Wyndwater**
Hampstead NC 28443

Inspection Type: **TRC**
Inspection Date: **8/11/2015** By: Batson, Tommy (2342)
Time In: **14:19** Time Out: **14:34**
Authorized Date: **08/11/2015** By: Batson, Tommy (2342)

Form: Blank Fire Inspection

Inspection Topics:

Violations

Other Violation-See Notes

Other Violation-See Notes

Status: INFORMATION

Notes: No notes for this project not covered by others

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 15 minutes
Total Time: 15 minutes

Summary:

Overall Result: Passed

Inspector Notes:

Inspector:

Name: Batson, Tommy
Rank: Deputy Fire Marshal
Work Phone(s): 910-470-4721
Email(s): tbatson@pendercountync.gov
Batson, Tommy:

Signed on: 08/11/2015 14:22

Signature *Date*

Occupant Signature:

Signature *Date*

Printed on 8/11/15 at 11:23:01 Page 1 of 1

Technical Review Committee Review and Response

Date: _08/11/15_____
Name:____Wyndwater Phase III_____ Agency: ___NCDOT_____
Phone: ___910-346-2040_____ Email: ____dracine@ncdot.gov_____

Requirements: Submit for Driveway Permit. TIA is being updated, any roadway improvements will based on TIA recommendations. Submit for Plan approval.

Recommendations:

Comments:

Information Requested:

Technical Review Committee Review and Response

Please Follow Up Prior to Meeting: Yes/No

Ron Meredith

From: Bryan McCabe
Sent: Monday, August 17, 2015 4:42 PM
To: Ron Meredith; Margaret Gray
Subject: PCU TRC Comments Revised

Mr. Meredith:

PCU Comments from 8/11/15 TRC Meeting Follow:

Kings Ransom Phase II: Plans have already been approved by PCU. Awaiting Authorization to Construct from NCDENR Public Water Supply Section.
(Side Note, not a comment from TRC: If extending the temporary cul-de-sac from Phase I AKA Treasure Way, PCU would like the waterline to connect to the waterline on Windy Point please).

Bailey Shoppes MDP Revision: No Office Space/Utilities are proposed. No comment from PCU.

Oak Ridge at Olde Point Master Development Plan: PCU requested submittal of plans from the Developer's Engineer. Service should be run from the 16" waterline on US 17 with consideration of future development on other parcels. If a fire line is required to service a sprinkler system for the proposed structure, the minimum line size would need to be 8".

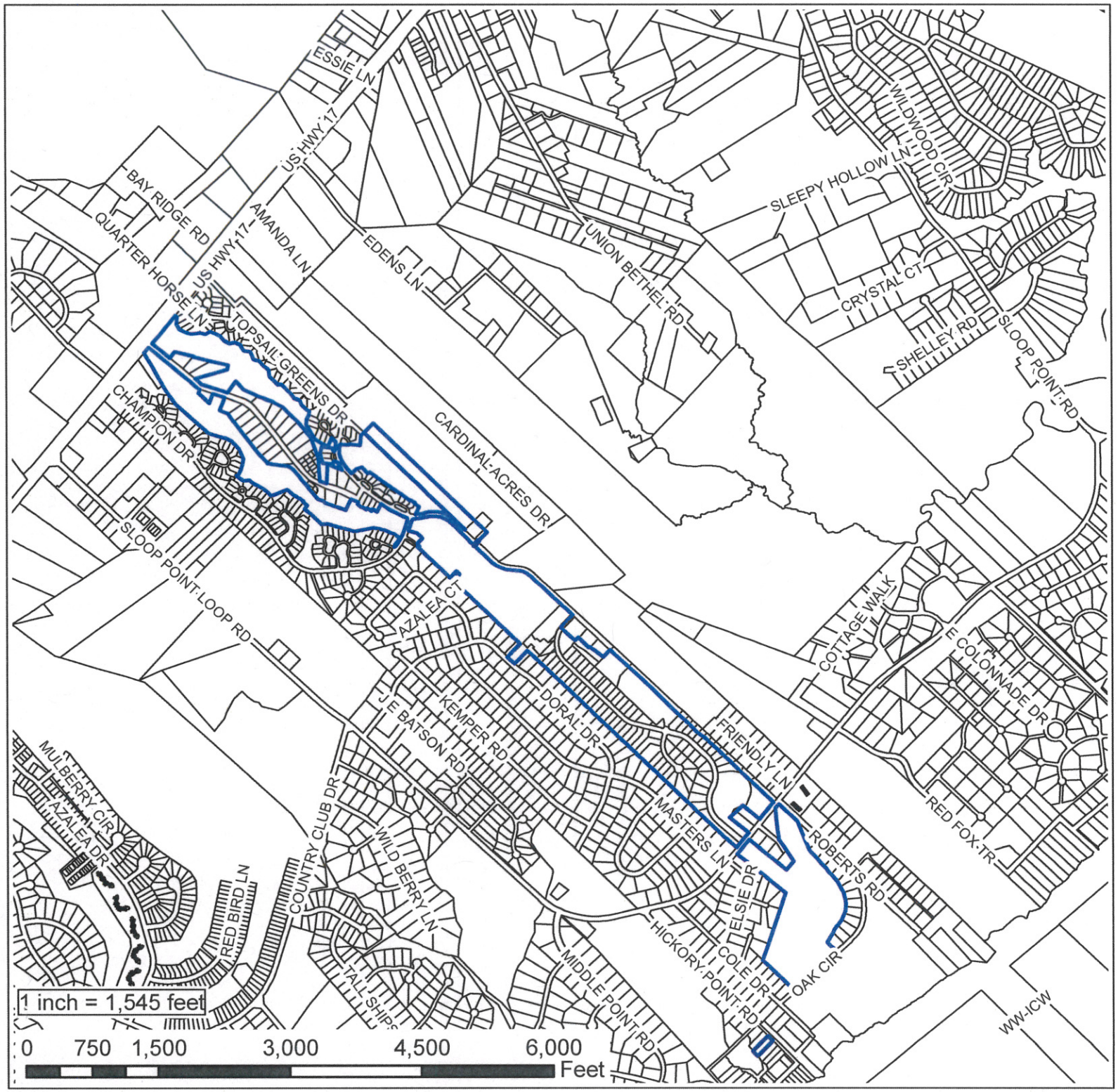
Connaway Majore Site Plan: Only requested a water service for a single office building (no utilities proposed for storage structures). Apply for service at PCU on 605 E. Fremont Street.

Wyndwater Phase III: An inter-connect will be required to complete Phase III. The Developer indicated Phase III will be divided into two or more sub-phases (Phase III A, B, and C), and that the inter-connect would be constructed prior to proceeding with Phase III B or C; depending on how the phasing is accomplished. PCU takes no exception with proceeding in this manner, and requested submittal of formal plans from the Developer's Engineer for review. The submitted plan should depict the inter-connect, phasing lines, and provide additional detail on "existing lines to be replaced."

Thanks,

Bryan McCabe, PE
Project Engineer
Pender County Utilities
605 E. Fremont Street
Burgaw, NC 28425
Phone 910-259-0212
Fax 910-259-1579
Pender County Utilities Website
bmccabe@pendercountync.gov

Disclaimer: Pursuant to North Carolina General Statutes, Chapter 132, et.seq., this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review. If you



Applicant:
Signature Top Sail NC, LTD

Owner:
Signature Top Sail NC, LTD
and
Jeffery Morris et. al.

Phase III
Preliminary Plat

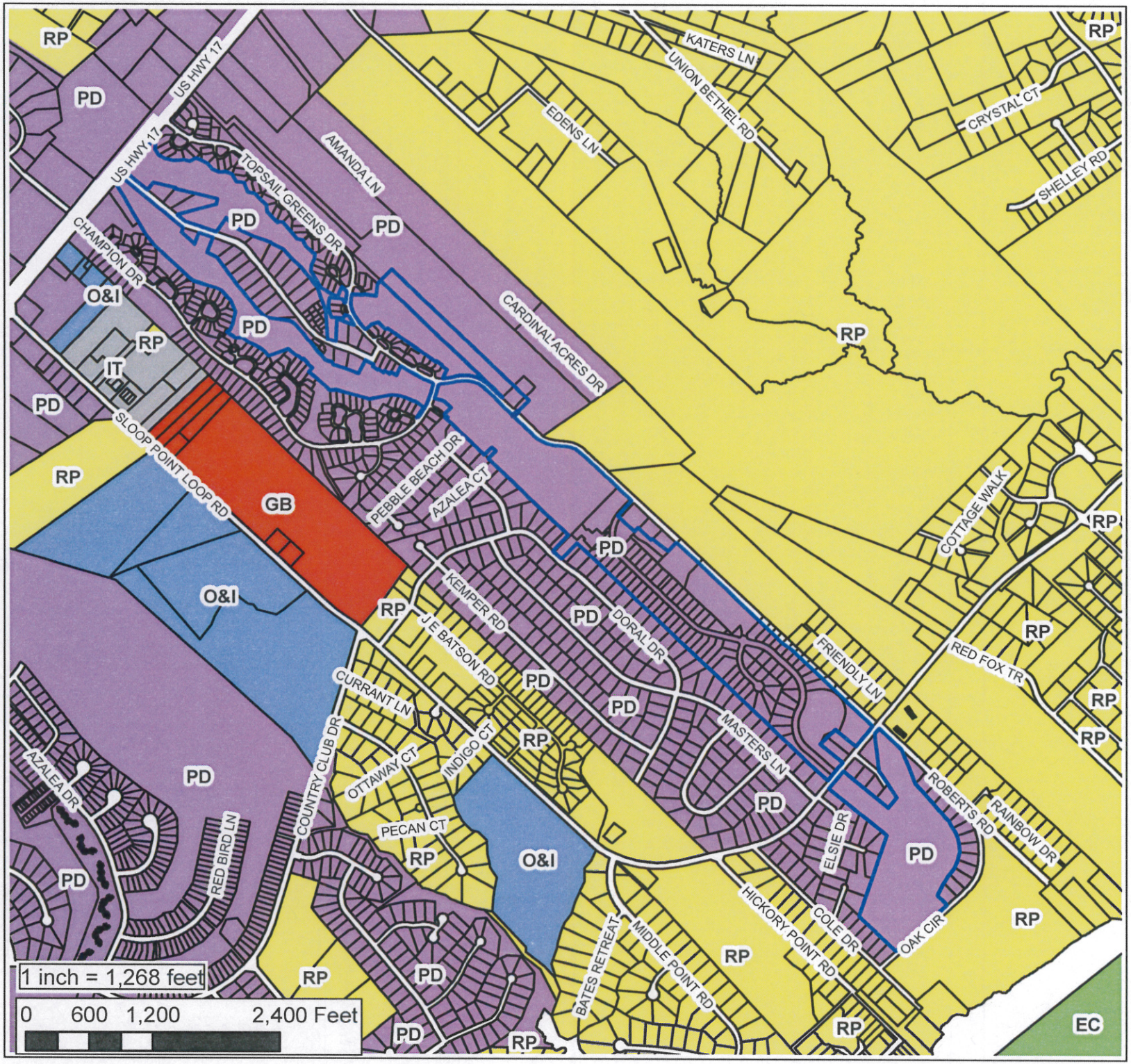
Case Number:
11035

Wyndwater

Subject Property

N

Vicinity



COUNTY OF PENDER

Applicant:
Signature Top Sail NC, LTD

Owner:
Signature Top Sail NC, LTD
and
Jeffery Morris et. al.

Phase III
Preliminary Plat

Case Number:
11035

Wyndwater

Legend

- Subject Property

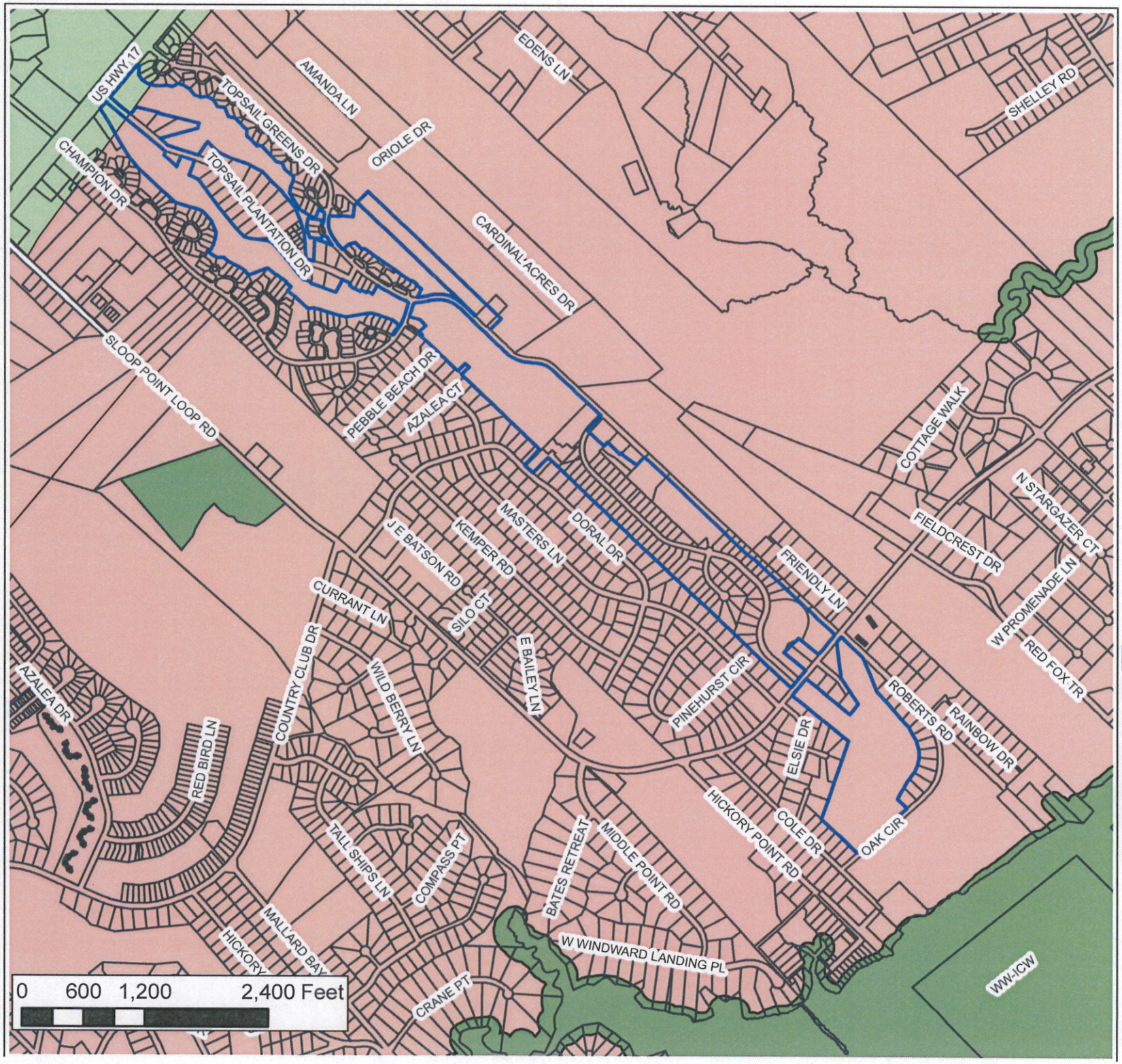
Zoning Classification

UDO Zoning

- General Business (GB)
- General Industrial (GI)
- Industrial Transition (IT)
- Office & Institutional (OI)
- Rural Agricultural (RA)
- Planned Development (PD)
- Residential Performance (RP)
- Environmental Conservation (EC)
- Incorporated Areas (INCORP)
- Manufactured Home Park (MH)
- Residential Mixed (MF)

N

Current Zoning



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Phase III
Preliminary Plat

Case Number:
11035

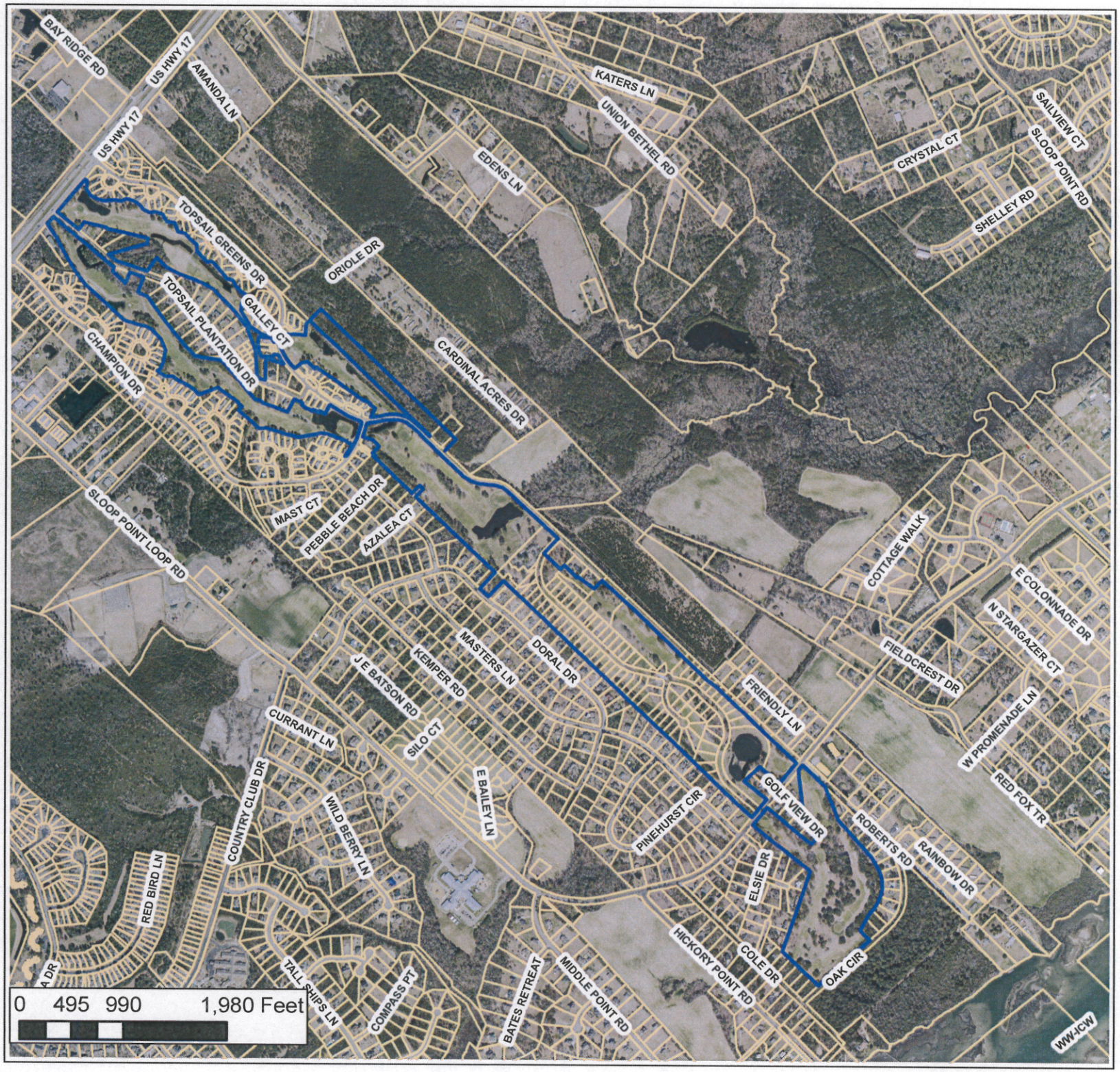
Wyndwater

Legend

- Subject Property
- Conservation
- Industrial
- Mixed Use
- Office, Institutional, Business
- Rural Growth
- Suburban Growth

N

Future Land Use



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Phase III
Preliminary Plat

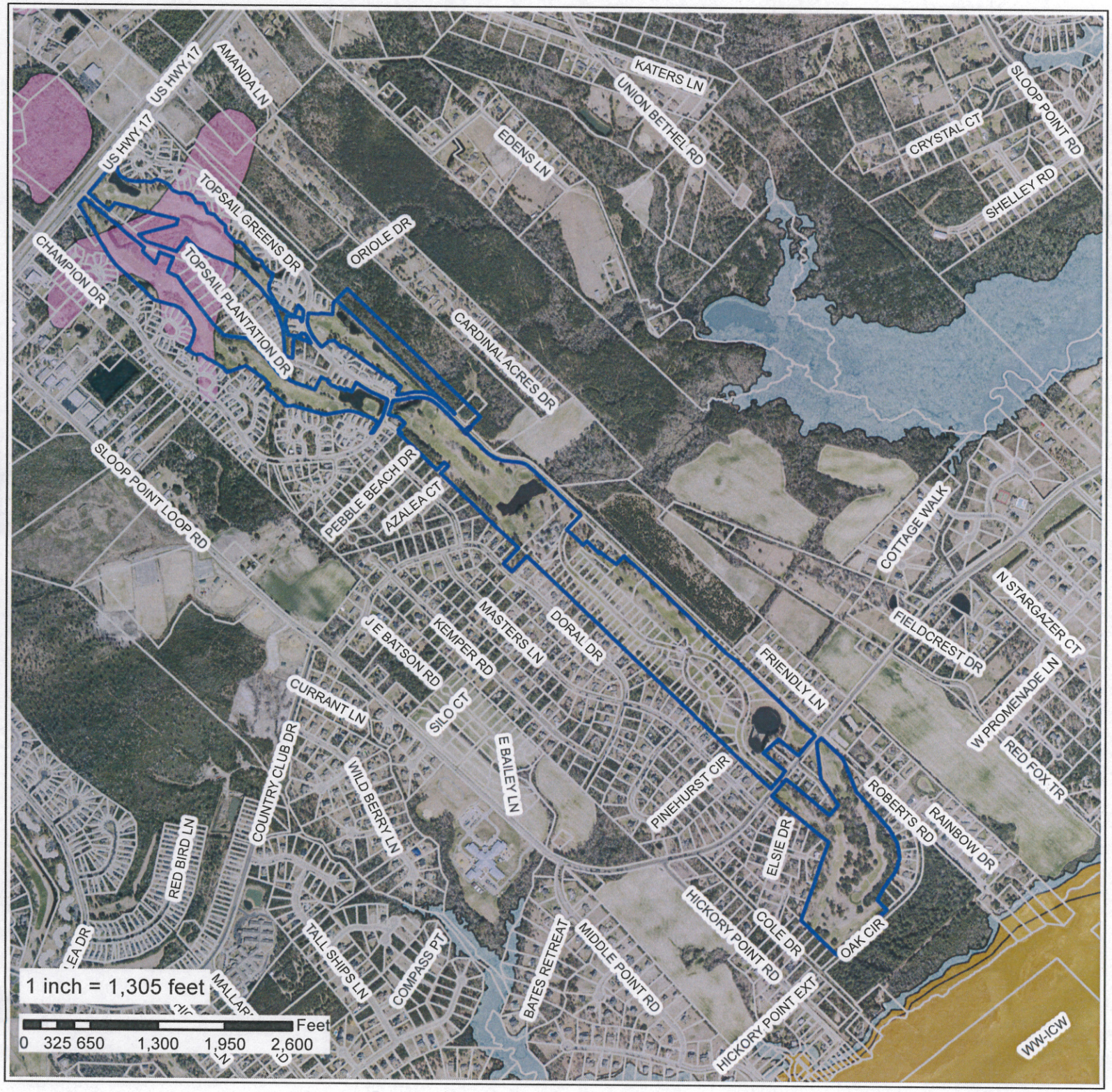
Case Number:
11035

Wyndwater

Legend

Subject Parcel

2012 AERIAL



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Phase III
Preliminary Plat

Case Number:
11035

Wyndwater

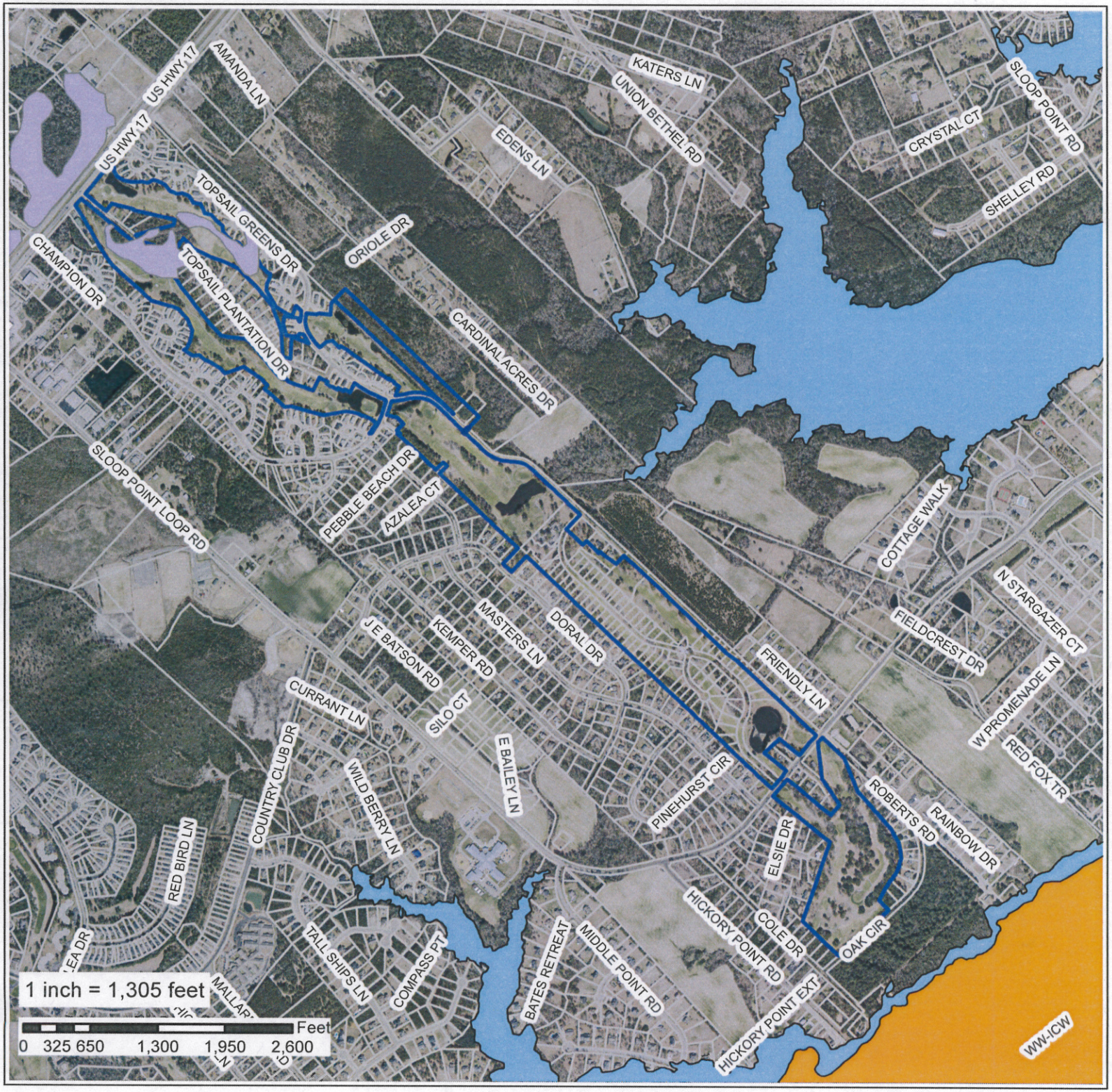
Subject Property

Flood Hazard Areas

- A
- AE
- AEFW
- SHADED X
- VE

N

Flood Zones



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and
Jeffery Morris et. al.

Phase III
Preliminary Plat

Case Number:
11035

Wyndwater

Preliminary Flood Zones

- A
- AE
- AO
- VE
- Subject Property

N

Preliminary Flood Zones

PLANNING STAFF REPORT
MASTER DEVELOPMENT PLAN
OAK RIDGE AT OLDE POINT

SUMMARY:
Hearing Date: September 1, 2015
Applicant: Oak Ridge Properties at Olde Point, LLC.
Property Owner: Oak Ridge Properties at Olde Point, LLC.
Case Number: 11438

Development Proposal: Oak Ridge Properties at Olde Point, LLC, applicant and owner, is requesting approval of a Master Development Plan and Major Site Development Plan approval for Phase One (1) of a mixed use development known as Oak Ridge at Olde Point.

Property Record Number, Acreage, and Location: The proposed project is located on the east side of US HWY 17 between Ravenswood Road (private) and Country Club Road (SR 1565) in Hampstead. The property is zoned PD, Planned Development zoning district and may be further identified by Pender County PIN(s); 3293-86-0162-0000, 3293-85-0858-0000, 3293-75-7714-0000, 3293-75-6669-0000, 3293-95-1967-0000, 3293-96-2122-0000, 3293-96-3164-0000, and 3293-75-6604-0000. The site is currently vacant and is immediately surrounded by single-family residential and commercial uses.

Zoning District of Property: The properties contain approximately ±8.58 acres and are zoned PD, Planned Development zoning district

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RECOMMENDATION
Planning Staff is submitting the proposal for Planning Board disposition. The request is consistent with three (3) policies and conflict with no policies included in the 2010 Pender County Comprehensive Land Use Plan and Pender County Unified Development Ordinance, as well as, other approved planning documents. Therefore Planning Staff conditionally recommends the approval of the Master Development Plan request as detailed in the report for the development known as Oak Ridge at Olde Point.

HISTORY
The subject property has been zoned PD, Planned Development zoning district since 2003. A commercial Master Development Plan for the Pavilion at Olde Point was approved for these properties on the May 1, 2007 Planning Board meeting. The approved plan consisted of four commercial buildings totaling 35,600 square feet on ±5.26 acres. The uses included retail space, a pharmacy, and a space leased to Pender Memorial Hospital. During that meeting, the Planning Board approved that development based on the condition that an updated maintenance agreement for Ravenswood Road (private) from US HWY 17 to Country Club Road (SR 1565) be provided and reviewed by the county attorney. The minutes of that meeting are found in Attachment 1. There are no code violations on record for these properties.

DEVELOPMENT PROPOSAL
Oak Ridge Properties at Olde Point, LLC, applicant and owner, is requesting approval of a Master Development Plan and Major Site Development Plan approval for Phase One (1) of a mixed use development known as Oak Ridge at Olde Point. The project is proposed to be constructed in phases, with five (5) lots dedicated to commercial development and one (1) lot dedicated to future residential development. According to the application and submitted site plan, the project consists of six (6) lots totaling ±8.58 acres. Lot 6 is ±1.75 acres and will contain future residential development. Lots 1-3 show conceptual building pads, each 10,000 sq. ft. in size. The actual size and location will be determined at a later date. Lot 4 will contain the first phase of development with the construction of a medical office building.

Lot	Proposal	Size (acres)
1	Future Commercial Development	1.45
2	Future Commercial Development	2.01
3	Future Commercial Development	1.32
4	Medical Offices (14,820 sq. ft.)	1.48
5	Stormwater BMP	0.56
6	Future Residential Development	1.75

The Phase I tract, located on Lot 4, will contain a 14,820 sq. ft. pad for a medical office (NAICS 621 Ambulatory Health Care Services). Phase I also includes gravity sanitary sewer connection lines, a lift station and force main, and a storm water best management practice capable of treating all future development located on Lot 5. A storm water permit (#SW8 141108) has been issued for this development by NCDENR-DEMLR permits eighty-three (83) percent proposed impervious area for Lots 1-5. Ingress and egress to Phase I is being shown as coming directly off of Ravenswood Road.

Proposed uses for the Master Development Plan area include retail (NAICS 44-45 Retail Trade), offices (NAICS 54 Professional, Scientific, and Technical Services), restaurants (NAICS 7221 Full Service Restaurants), and medical offices (NAICS 612 Ambulatory Health Care Services).

Buffers

All landscape and buffers are to be approved in accordance with Section 8.2.8, Project Boundary Buffer of the Pender County Unified Development Ordinance. In Planned Developments the following buffers are required;

- Buffer A along all boundaries adjacent to a street;
- Buffer B along all other boundaries;
- Buffer C is required along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than one (1) acre and when a single family structure is within fifty (50) feet of the boundary of the development.

These designations are required per Section 6.1.4.11 prior to the approval of a Master Development Plan in a mixed-use district. Buffers are required around the exterior of the parcel, not between phases or development types in the mixed-use district. If any portions of the project shall be subdivided a re-examination of the buffers must occur in accordance with the Pender County Unified Development Ordinance.

Utilities

The project has proposed connection to Pender County Utilities (PCU); subject to review and approval by PCU. The development is proposed to be serviced by a County water service line that runs along US HWY 17. Sewer service to the proposed development will be done so through an agreement with Pluris Hampstead, LLC. A letter of intent to serve this development shall be submitted to staff prior to any approvals.

Roadways

Phase I proposes two roadway connections to Ravenswood Road. According to NCDOT, this portion of Ravenswood Road is not maintained by NDCDOT, but is a private roadway. A maintenance agreement for this portion of Ravenswood Road (private) was previously agreed upon by the developers of the Pavilion at Olde Point and the developers of Hampstead Town Center. According to the agreement with the Pavilion at Olde Point, such maintenance shall include patching, paving, add gravel or rock to fill ruts, holes and washed out sections of the road, and performing any other maintenance needed to render Ravenswood Road passable. This maintenance does not include widening, landscaping, snow removal, ice removal, installation of curbing, sidewalks, or any other upgrades. It is staff's recommendation that the owners of Oak Ridge at Olde Point enter into a similar agreement for the maintenance of Ravenswood Road (private).

This portion of US HWY 17 is being converted to a superstreet through NCDOT STIP project U-5732. The project spans from Washington Acres Road (SR 1582) to Sloop Point Loop Road (SR 1563). The median project will only allow a right-in and right-out driveway onto US HWY 17 (Attachment 2). Right-of-way acquisition for this project begins in 2019 and construction is scheduled to begin in 2021.

Street Connectivity and Access

Ingress and egress to Phase I is being shown as coming directly off of Ravenswood Road (private), with two access points. One access is shown on Country Club Drive (SR 1565), while another access is shown on US HWY 17. Cross access corridors are required for all nonresidential adjacent properties. All cross access corridors must meet the requirements found in Section 7.4.4 Cross Access Corridors of the Pender County Unified Development Ordinance. The proposed location, arrangement, and right-of-way widths of roads and streets, including roads and streets providing access to adjoining parcels is required for Master Development Plan submittals according to Section 6.1.4 of the Pender County Unified Development Ordinance. Cross access corridors are shown on the submitted site plan extending from the Country Club Road (SR 1565), US HWY 17, and Ravenswood Road (private).

Creative design of circulation routes and traffic ways is encouraged. A base characteristic of a Planned Development is that the internal circulation routes or streets do not follow fixed linear geometric lines. Instead, circulation routes are curvilinear and of meandering character, to preserve tree and landscape features. Slower-paced traffic movements are encouraged with the use of private restrictions for extremely low speed limits. The cross access corridors on this plan meet this requirement.

According to Section 4.8.1.E of the Pender County Unified Development Ordinance, the on-site transportation system shall be integrated with the off-site transportation circulation system of the County. The road network within Planned Developments shall be designed to ensure that adjacent residential areas, internal and external to the project, have direct access to any non-residential portions of the planned development in lieu of entering and exiting through thoroughfares and/or collector streets. The submitted plan proposes connections to Country Club Drive (SR 1565), Ravenswood Road (private), and US HWY 17. This allows connectivity to residential communities south of the property, in an attempt to limit the usage of the major thoroughfare for access to the property.

Traffic

A Traffic Impact Analysis (TIA) will be required based on the total number of trips for the entire development. The applicant has provided trip generation information for Phase I; however, additional trip generation calculations must be done to satisfy the requirement of Section 6.1.4.A.16 of the Pender County Unified Development Ordinance. Using the most intensive use of each lot, the entire project must be scoped and a TIA is needed at this time.

Parking

According to the applicant's provided site plans, sixty-eight (68) parking spaces will be provided. According to Section 7.5.10.C of the Pender County Unified Development Ordinance, parking spaces provided in excess of the minimum required shall be constructed to use low impact design. Parking for the commercial use will be determined based on the specific type of use and the total square footage of the building. This will be finalized at the time of Major Site Development Plan submittal.

Pedestrian Access

Phase I plans show pedestrian sidewalks around the proposed office building and a ten (10) foot wide greenway and bicycle easement on the front the property line parallel to US HWY 17. According to Section 4.8.1.E.2 of the Pender County Unified Development Ordinance, the Master Development Plan requires pedestrian-oriented communities to maximize opportunity for pedestrian activity and improve the quality of the pedestrian experience. According to Section 4.8.1.A.2 of the Pender County Unified Development Ordinance, the purpose of Planned Development zoning district is to promote quality urban design and environmentally sensitive

development by incorporating walkable, compact, pedestrian and transit friendly development and by allowing development to take advantage of special site characteristics, locations, and land uses.

Pedestrian enhancements consistent with the Planned Development zoning district include pocket parks, walking trails, and benches to promote the interconnectivity of each parcel and use. Such uses and amenities shall be shown on the submitted Master Development Plan, along with sidewalks on the perimeter of the property. Staff recommends additional pedestrian enhancements along Country Club Drive (SR1565) and Ravenswood Road (private) connecting US HWY 17 to residential communities to the south.

Environmental Concerns

Stormwater produced by the development will be treated and conveyed to an on-site retention facility located on Lot 5. A storm water permit (#SW8 141108) issued for this development on February 3, 2015 by NCDENR-DEMLR permits eighty-three (83) percent proposed impervious area for Lots 1-5. NCDENR issued Erosion and Sediment Control permit number PENDE 2015-16 for this development on December 16, 2014.

Wetlands

There are no wetlands located on the proposed site.

Flood

The property is not located within a Special Flood Hazard Area

Tree Survey

The PD, Planned Development zoning district requires a tree survey to be submitted prior to the Final Preliminary Plat approval; the applicant has provided this documentation to Planning Staff.

Permits

All applicable state and federal agency permits including a Stormwater Management Permit, and Erosion Control Plan, wetlands impact permits, and NCDOT Driveway Permit will be required prior to the approval of each phase as applicable.

TECHNICAL REVIEW COMMITTEE (TRC) RESPONSES

Pender County's Technical Review Committee meeting was held on Tuesday August 11, 2015 at 2p.m. in Board of County Commissioners meeting room, in the Pender County Government Administration Building at 805 S. Walker Street, to review the proposal. Comments received are located in Attachment 3 incorporated within this report.

EVALUATION

A) Public Notifications: Public Notice of the proposal for the Master Development Plan has been advertised in the Pender-Topsail Post and Voice. Adjacent property owners have been given written notice of the request, and a public notification sign has been placed on the property.

B) Existing Zoning in Area: The property lies within a PD, Planned Development zoning district. The properties surrounding the proposed project are PD, Planned Development zoning district to the south and east, and GB, General Business zoning district to the north and west.

C) Existing Land Use in Area: The site is currently vacant and is immediately surrounded commercial uses to the north, east, and west, and residential uses to the south and southwest. The Olde Point Villas subdivision located to the south of the proposed development. Cedar on the Green is located to the north of the proposed development. To the east is Hampstead Town Center shopping center. And to the west of the proposed development is a gas station and convenience store.

D) 2010 Comprehensive Land Use Plan: Mixed Use: The Mixed Use land use classification designates locations where a mixture of higher density/intensity uses is to be encouraged. Mixed Use areas should be characterized by physically and aesthetically unified developments containing a mixture of commercial, office, institutional, and high- and medium-density residential uses, arranged in a walkable, compact, pedestrian and transit friendly manner. Mixed Use areas are intended to help reduce sprawl by concentrating a mix of uses in convenient locations; by promoting an efficient sustainable pattern of land uses, and by providing most of the goods and services needed by residents in a coordinated, concentrated manner. Mixed Use areas are intended to reduce the number and length of auto trips by placing higher-density housing close to shopping and employment center. They also should function to improve the quality of life for residents living in higher density housing by placing daily conveniences, shops, and employment within walking distance.

The following goals and policies support this request:

a. Growth Management Policy 1A.1.2: Encourage development in areas where the necessary infrastructure – roads, water, sewer, and schools - are available, planned or can be most cost effectively provided and extended to serve existing and future development.
b. Growth Management Policy 1A.1.3: The County shall actively direct growth towards suitable land areas and away from fragile natural resource areas, conservation areas, and hazardous areas.
c. Growth Management Policy 1A.1.5: The County supports a pro-business/pro-growth attitude, balanced by a concern for preserving the natural assets and quality of life factors that make the area attractive to visitors and permanent residents alike.

The proposed project is consistent with three (3) goals and policies from the 2010 Pender County Comprehensive Land Use Plan.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board disposition. The request is consistent with three (3) policies and conflict with no policies included in the 2010 Pender County Comprehensive Land Use Plan and Pender County Unified Development Ordinance, as well as, other approved planning documents. Therefore Planning Staff conditionally recommends the approval of the Master Development Plan request as detailed in the report for the development known as Oak Ridge at Olde Point.

Potential Conditions

1. Provide pedestrian access to future commercial development and to existing neighboring developments through sidewalks on the interior and exterior of the development along Ravenswood Road (private) and Country Club Drive (SR 1565). According to Section 4.8.1.A.2 of the Pender County Unified Development Ordinance, the purpose of Planned Development zoning district is to promote quality urban design and environmentally sensitive development by incorporating walkable, compact, pedestrian and transit friendly development and by allowing development to take advantage of special site characteristics, locations, and land uses.
2. Provide an updated agreement on the maintenance of Ravenswood Road (private).

3. Provide one single access to the development from US HWY 17 in an effort to comply with the intent of the Planned Development zoning district.

All items from Pender County Unified Development Ordinance, Section 6.1.4 Master Development Plan Contents, and mixed-use districts must be met prior to the approval of the Master Development Plan. The following items are outstanding from the Master Development Plan approval and shall be revised prior to approval;

1. The location of the front, side, and rear yard setback lines required by the applicable zoning district.
2. Estimated Average Daily Trips created by the development at build-out per the Institute of Transportation Engineers Trip Generation Manual.
3. Based on estimated traffic counts, a Traffic Impact Analysis may be required stating the dates and times counts were conducted for the proposed development.

Planning Staff is submitting the proposal for Planning Board disposition. The request is consistent with three (3) policies and conflict with no policies included in the 2010 Pender County Comprehensive Land Use Plan and Pender County Unified Development Ordinance, as well as, other approved planning documents. Therefore Planning Staff conditionally recommends the approval of the Master Development Plan request as detailed in the report for the development known as Oak Ridge at Olde Point.

BOARD ACTION FOR MASTER DEVELOPMENT PLAN:

Motion:_____**Seconded**_____

Approved:_____**Denied:**_____**Unanimous**_____

Williams: ____McClammy:_____Baker:_____Fullerton: _____Edens: _____ Marshburn: ____ Nalee: _____

APPLICATION FOR MASTER DEVELOPMENT PLAN

THIS SECTION FOR OFFICE USE			
Application No.	MDP 11438	Date	7-17-15
Application Fee	$ 590.00	Receipt No	151789
Pre-Application Conference	-	Hearing Date	9-1-15

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Oak Ridge Properties at Olde Point, LLC	Owner's Name:	SAME
Applicant's Address:	519 MARKET ST	Owner's Address:	SAME
City, State, & Zip	WILMINGTON, NC 28401	City, State, & Zip	SAME
Phone Number:	910-259-9922	Phone Number:	SAME
Legal relationship of applicant to land owner: SAME			

SECTION 2: PROJECT INFORMATION				
Type of Master Development Plan	☐ Residential *RP, PD, RM MH District*	☐ Commercial *GB, OI, IT, GI District*	☑ Mixed Use *PD*	☐ Exempt
Property Identification Number (PIN):	3243-85-3398-0000 3243-75-7211-0000 3243-75-6667-0000 3243-75-6604-0000	Total property acreage:	8.58	
Zoning Classification:	PD	Acreage to be disturbed:	6.83	
Project Address :	HWY 17, HAMPSTEAD, NC			
Description of Project Location:	PROPERTY FRONTS US HWY 17 IN HAMSTEAD BETWEEN COUNTRY CLUB RD AND RAVENSWOOD RD.			
Describe activities to be undertaken on project site:	CONSTRUCTION OF THE FIRST PHASE OF A MIXED USE PROJECT. THIS PHASE WILL INCLUDE THE CONSTRUCTION OF INFRASTRUCTURE AND THE DEVELOPMENT OF ONE PARCEL FOR A COMMERCIAL USE.			

SECTION 3: SIGNATURES			
Applicant's Signature		Date:	
Owner's Signature	David G. Leader	Date:	7/15/15

NOTICE TO APPLICANT

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

Office Use Only

☒	**MDP Fees:** *($500.00 plus $10/acre for the first 100 acres - $5/acre thereafter)*	**Total Fee Calculation: $** 590.00

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

CD/other digital version	☐ Y ☐ N	Plan Sets	# of large 2	# of 11X17 23	Other documents/Reports	☐ Y ☒ N	

Payment Method:	**Cash:** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☒ Check # 2386

Application received by:	Rick Ortiz	Date:	7-17-15
Application completeness approved by:	Rick Ortiz	Date:	7-17-15
Date scheduled for public hearing:	9-1-15		

MASTER DEVELOPMENT PLAN CHECKLIST

✓	Signed Application Form (Both Applicant and Owner)
✓	Application fee
✓	Legible list of all property owners adjacent to the property upon which the use is to be located. The list shall include the mailing address & physical address of these property owners (The application will not be advertised for public hearing until the list is accurate & complete)
✓	One business size envelope legibly addressed with first class postage for each of the adjacent property owners on the above list.
✓	Project Narrative--Written description of the project (max of 3 pages) including the following: ☑ Location of the project and type of access to project site ☑ Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc. ☑ Description of all construction activities to be undertaken on the site ☑ Describe type of utilities that will serve project and status of approval from applicable providers ☑ List of all state and federal permits that will be required for the project ☑ Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts (this item must be addressed by the applicant). The applicant may also wish to describe any positive benefits the project will provide for the community &/or neighbors of the project.

	Master Development Plan Contents **All** MDP's shall be prepared in accordance with the following specifications:
✓	The scale shall be one inch equals 100 feet or larger (the ratio of feet to inches shall be no more than one hundred feet to one inch) or at a scale acceptable to the Director. The scale shall be sufficient so that all features are discernible.
✓	No sheet shall be smaller than 24"x36" in size unless approved by the Administrator. If the MDP is prepared on more than one sheet, match lines shall clearly indicate where the sheets join.
✓	North arrow, a scale of 1:100 or larger and a legend describing all symbols.
✓	A boundary survey of the entire property related to true meridian & certified by a registered surveyor with all dimensions in ft & decimals of ft. A vicinity map at a suitable scale shall be provided showing the location of the project along with the location of all existing or approved public roads, streets or rights-of-way within 2,000 ft of the boundaries of the project.
✓	The total area of the property shall be specified.
✓	The topography shall be shown at 2 foot contour intervals.
✓	The title of the proposed project; the date, month, year the plan was prepared or revised; the name of the applicant(s), owner(s) and contract owner(s); and the names of the individuals or firms preparing the plan shall be clearly specified.
✓	A schedule of phases, with the approximate location of phase boundaries & the order in which the phases are to be developed, shall be provided.
✓	The use of all adjoining properties by zoning, parcel identification number (PIN) and current property owner(s).

	Contents of a Preliminary Master Development Plan – Mixed Use Districts Site plan shall contain a conceptual plan, showing the location and functional relationship between all proposed housing types and land uses, including the following information:
✓	A land use plan, showing the location, arrangement and approximate boundaries of all proposed land uses.
✓	The location and approximate boundaries of existing environmental features as defined.
✓	The proposed location of entrances to the development from existing public streets and proposed parking areas.
✓	The approximate acreage in common open space, each use, housing type and in roads, streets or right-of-ways for each phase and the total development.
✓	The approximate boundaries and location of common open space, with the percentage of the total acreage of the site to be placed in common open space.
✓	The proposed location, arrangement, and right-of-way widths of roads and streets, including roads and streets providing access to adjoining parcels.
✓	The use of adjoining parcels and the location of adjoining streets and utilities.
✓	The approximate location of sewer and water mains, sewage disposal and water source with statements concerning the connection with and availability of existing facilities.
✓	A conceptual plan for stormwater management and description and the location of all stormwater facilities designed to serve more than one parcel.
✓	The proposed location and arrangement of all streets and utility systems.
✓	The location and extent of proposed buffers, with statements, profiles, cross sections or examples clearly specifying the screening to be provided if applicable.
✓	The location and approximate boundaries of proposed housing types conceptually shown in accord and with other non-residential uses dimensional requirements.
✓	The proposed number of dwelling units of each type in each phase and in the total development accompanied by density calculation of the development
✓	Estimated AM and PM Peak Hour Trips per the Institute of Transportation Engineers Trip Generation Manual.
✓	Estimated Average Daily Trips created by the development at build-out per the Institute of Transportation Engineers Trip Generation Manual.
✓	Based on estimated traffic counts, a Traffic Impact Analysis may be required stating the dates and times counts were conducted for the proposed development. NA
✓	The approximate location of sewer and water mains, sewage disposal and water source with statements concerning the connection with and availability of existing facilities.
✓	Calculations describing all proposed bonus factors with the location of and specifications for bonus improvements, when proposed.
✓	The location and treatment proposed for all historical structures and sites recognized as significant by the County Commissioners or as identified on any historical landmarks survey for Pender County.
✓	Location and timing of construction for all amenities.
✓	Landscaping and Buffer requirements per Article 8.
✓	All subdivided land and parcels shall comply with Section 7.2, Lot Design.
NA	Homeowners Association shall be required for all major residential subdivisions with privately maintained streets, open space, and other dedicated land as stated in Section 7.3, Homeowners Association Requirements.
✓	Street layout and access shall conform to Section 7.4, Access and Section 7.5, Street Design.
✓	Calculated open space requirements shall adhere to Section 7.6, Open Space.

Print Form

Michael C. Gallant PE, PA
Engineering / Consulting / Design

Project Narrative for Oak Ridge Properties at Olde Point

General Information

Oak Ridge Properties at Olde Point

Address: Junction of Country Club Rd. and US Hwy 17
Hampstead, NC
Pender County

Property Area: 8.58 acres (1.75 acres discontinuous from project area)

Project Area: 6.83 acres

Acres Being Disturbed: 6.83 acres

Acres in Wetlands: There will be no impacts to USCOE delineated wetlands on this project. There are no USCOE wetlands on site.

Owner/Developer/Applicant Information:

Oak Ridge Properties at Olde Point, LLC
519 Market St.
Wilmington, NC 28401

Description of Development Proposal

The applicant proposes to construct a mixed use development on 8.58 acres of land fronting on US Hwy 17 between the Country Club Rd. and Ravenswood Rd. in Hampstead, NC.

Project Phasing

The owner proposes to develop Lot 4 of the project in the first phase along with this development the owner will construct the storm water best management practice to serve the entire site as well as a sanitary sewer gravity collection system, lift station and force main. The first phase of the project will be accessed by Ravenswood Road, a private road with direct access to US Highway 17 and Country Club Road.

Future Phases will include the development of lots 1-3 and the residential component of the project on lot 6. These future phases will be dependent on the sale or

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Michael C. Gallant PE, PA
Engineering / Consulting / Design

leasing of the lots. All future phases will be required to submit site plans to Pender County Planning and Zoning for approval at the time of development.

Utility Services

The first phase of the project will require a water service. Potable water service will be provided by the Scotts Hill Water and Sewer District. This phase will require a lift station and force main as well as a gravity sewer collection system. Sanitary sewer service will be provided by Pluris Hampstead, LLC.

List of Required Permits

Site Plan approval – Pender County

Sanitary Sewer Extension – NCDENR-DWR

Erosion and Sediment Control - NCDENR-DEMLR
(RECEIVED 12-16-2014, Permit No. PENDE 2015-16)

Storm Water - NCDENR-DEMLR
(RECEIVED 2-3-2015, Permit No. SW8 141108)

Driveway Access and Encroachment Permits – NCDOT

Project Impacts

The proposed improvements will increase traffic in the immediate area by providing services to area residents. This impact will be offset by removing traffic from the main area thoroughfares by providing services closer to the residents of Hampstead. The area is surrounded by commercial uses and is directly adjacent to US Highway 17, the main corridor for the area. The first phase of the project proposes the construction of medical offices. This use will not increase noise in the area and will operate during normal business hours.

Hampstead is growing rapidly. This project intends to provide an area for local residents to receive services and access commercial businesses that they may have previously had to travel to Wilmington for. The development will increase the tax base and encourage residents to spend money in Pender County as opposed to the surrounding counties.

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OAK RIDGE PROPERTIES AT OLDE POINT
COMMERCIAL SUBDIVISION
HAMPSTEAD, NC
PENDER COUNTY
JULY 15,2015

SHEET SCHEDULE

COV	COVER PAGE
C1.0	OVERALL SITE PLAN WITH EXISTING CONDITIONS
C1.1	SITE PLAN FOR PHASE 1 DEVELOPMENT
C1.2	PHASE I (LOT 4) LANDSCAPE PLAN

LEGEND

BEARING AND DISTANCE	STM
NEAREST BOUNDARY / PROJECT BOUNDARY	
SPOT ELEVATION	X 47.0
CONTOUR CONTOUR	
TEMPORARY DRAINAGE	
SEDIMENT FENCE	
EDGE OF PAVEMENT	
CURB INLET	
PROPOSED SS LINE	
PROPOSED SS MANHOLE	
FIRE HYDRANT	
PROPOSED WATER LINE	
BLOW OFF ASSEMBLY	BO
GATE VALVE	6" CI GATE VALVE
BORE PIT	
WATER SERVICE	
SS BLOWE SERVICE	

OAK RIDGE PROPERTIES AT OLDE POINT

LIST OF ADJACENT PROPERTY OWNERS

1. CAROLINA WATER SERVICES
   2335 SANDERS RD
   NORTHBROOK, IL 60062
2. KETTY DRAKE
   116 BURNINGBUSH DR
   GARNER, NC 27529

TYPICAL BUFFER DESCRIPTIONS

Buffer A

Buffer "A" this buffer is designed primarily for good horizontal view and should be provided to the street to provide a [illegible] aesthetically pleasing environment. The requirements for buffer "A" shall be met by any one of the following:

A) [illegible] and wide with 6 average trees, 3 understory trees and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet or fifty feet (50 feet) for the existing developed lot. The requirement is met when [illegible]

B) [illegible] and wide with 3 average trees, 2 understory trees and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet or fifty feet (50 feet) for the existing developed lot. A 6.00 foot wide [illegible] with 3 average trees, 2 understory trees and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

C) A 10.00 foot wide [illegible] with 2 average trees, 1 understory tree and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

D) A 20 foot wide [illegible] with 1 average tree, 1 understory tree and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

E) A 30 foot wide [illegible] with 1 average tree, 1 understory tree and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

F) A 40 foot wide [illegible] with 1 average tree, 1 understory tree and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet.

Buffer B

Buffer "B" this buffer is intended primarily to screen property along side and rear lot lines to provide a visual [illegible] other functions such as noise. The requirements for buffer "B" shall be met by any one of the following:

A) [illegible] and wide with 3 average trees, 2 understory trees and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

B) [illegible] and wide with 3 average trees, 2 understory trees and a press cover of at least 80 % vertical layout within three of the base of any tree, per 100 linear feet, or

C) A 6.00 foot wide [illegible] with 2 average trees, 1 understory tree and either a press cover of at least 80 % vertical layout within three of the base of any tree or shrubs 6.00 feet in height, per 100 linear feet, or

D) A 10.00 foot wide [illegible] with 2 average trees, 1 understory tree and a press cover of at least 80 % vertical layout within three of the base of any tree or shrubs 6.00 feet in height, per 100 linear feet.

OAK RIDGE PROPERTIES AT OLDE POINT SITE PLAN NOTES

PROJECT INFORMATION SECTION

APPLICANT/ PROPERTY OWNER:

OAK RIDGE PROPERTIES AT OLDE POINT, LLC
519 MARKET ST
WILMINGTON, NC 28401
PH: 910-256-0002

PROFESSIONAL ENGINEERING FIRM:

MICHAEL C. GALLANT, PE, PA
PO BOX 4039
SURF CITY, NC 28445
910-448-1046

SURVEY AND TOPOGRAPHICAL INFORMATION PROVIDED BY:

MICHAEL UNDERWOOD AND ASSOCIATES, PA
520 CAPITAL BLVD, SUITE A
WILMINGTON, NC 28401
[illegible]

PROPERTY DATA:

TOTAL TRACT SIZE: 8.64 ACRES, SOLD TO

TOTAL PROJECT AREA TO BE DEVELOPED:

8.64 ACRES, DEMARCATED
[illegible]
AREA TO REMAIN WOODED: 6.32 ACRES
GROSS TRACT AREA TO BE DISTURBED: 2.32 ACRES

PROPERTY PIN: 2319-45-0359-0000
2319-35-5716-0000
2319-35-6616-0000
2319-35-5694-0000

PROPERTY ADDRESS:

US HWY 17 BETWEEN COUNTRY CLUB RD AND WOODWOOD RD
PROPERTY DESCRIPTION:
PB 1 PG 42 (S PROPERTY OF MARK FORD SURVEY)
PB 10 PG 75, PB 67 87
PB 1 PG 87 (OR OPEN SPACE OF 3.7 OF 21.40 A)

MAPS DOCKET: 031112

MAPPING PROVIDER:

SPECIAL USE PERMIT - PENDER COUNTY
SEWER EXTENSION - NCDENR
SOIL TRENCH AND SEWER PERMIT FOR: [illegible]
[illegible]
HIGH EFFICIENCY SYSTEM WATER PERMIT - NCDENR
[illegible]
ORDINANCE PERMIT - NCDOT

STORM WATER DATA:

MEANDERING STREAM / OLD POINT CREEK
PRESERVED STORM WATER [illegible]
STORM DISCHARGE [illegible]

PROPOSED IMPERVIOUS AREAS
STORM WATER PERMIT SPECIFIC SITE PROPOSED IMPERVIOUS AREA
FOR [illegible] SITE STRIPS, BE ADDRESSED IN A SEPARATE PERMIT AS THE LINES ARE DEVELOPED.

PROJECT PHASING:

PHASES

PHASES SHALL INCLUDE THE DEVELOPMENT OF LOT 4 AND THE NECESSARY INFRASTRUCTURE. THE INFRASTRUCTURE WILL INCLUDE: AN IN SANITARY SEWER COLLECTION LINES, A LIFT STATION AND FORCE MAIN, WATER SERVICE FOR THE BUILDING, A STORM WATER DEVELOPMENT PERMIT FOR [illegible] OF THE [illegible] AND THE PROPOSED AND EXISTING DRIVE ON WEST OF LOTS 1-5 AND ASSOCIATED PARKING AND TRUE TRAFFIC ACCESS TO RAVENSWOOD ROAD.

START OF CONSTRUCTION FOR PHASE 1: NOVEMBER 2015
PROJECT COMPLETION AND CERTIFICATE OF OCCUPANCY: MARCH 2016

FUTURE PHASES

FUTURE PHASES WILL BE DETERMINED BY THE SALES EFFORT OF LOTS 1-5 AND LOT 4. LOTS 1-3 WILL LIKE BE THE PHASE 1 INFRASTRUCTURE FOR 3 DEMO HOUSE AND SANITARY SEWER SERVICE. WOODS QUARTERS ACCESS AND [illegible] WOULD BE PROMOTED TO THE TIME OF PLANNING AND DEVELOPMENT OF THESE LOTS. LOT 5 DEVELOPMENT WILL INCLUDE INFRASTRUCTURE FOR PORTIONS OF LOTS 1-5.

ACCESS

THE SITE IS TO BE ACCESSED DIRECTLY FROM PAVEMENTED ROAD

PROPOSED USE:

THE PROPOSED USE FOR LOT 4 IS PHASE 1 IS A MEDICAL OFFICE BUILDING. FUTURE PHASES WILL INCLUDE THE DEVELOPMENT OF LOTS 1-3 AS COMMERCIAL DEVELOPMENT. LOT 4 IS INTENDED TO SERVE AS THE VISUAL ANCHOR OF COMPONENT OF THE PLANNED DEVELOPMENT.

THE PROJECT WAS REQUIRE A MASTER OWNERS ASSOCIATION TO MAINTAIN SITE LIGHTING, LANDSCAPING, COMMON AREAS AND STORMWATER MANAGEMENT SUPPORT FACILITIES.

BUFFERS AND LANDSCAPING:

A 30' WIDE TYPE "A" BUFFER FOR ALL ROAD FRONTAGES AS DESCRIBED ON THE PRELIMINARY PLAN

A 10' WIDE TYPE "B" BUFFER FOR ALL OTHER LOT LINES AS DESCRIBED ON THE PRELIMINARY PLAN

WATER AND SEWER SERVICE:

THE PROVIDER FOR WATER SERVICE WILL BE:
[illegible]
[illegible]
PH: [illegible]

THE PROVIDER FOR SEWER SERVICE WILL BE:

PENDER COUNTY WWL, LLC
[illegible]
[illegible]
PH: [illegible]

CALCULATION SECTION

PARKING:

PROPOSED FOR LOT 4: 10,000 SF OFFICE
SPACES PROVIDED BY OF PARKING AT ACCESSIBLE
SPACES REQUIRED: 20
[illegible] SPACE FOR 1000 SF OF ENCLOSED BUILDING
TOTAL SPACE REQUIRED: [illegible] SPACE OF 1000 SF

TRAFFIC ESTIMATE DATA:

PHASE 1 ONLY

[illegible]

APPROVED BY THE PENDER COUNTY WWL BE DEVELOPED AT THE SITE PLAN

SIGNATURE OF ADMINISTRATOR: _____

APPROVAL DATE: _____

SITE PLAN VALID FOR (2) TWO YEARS FROM APPROVAL DATE

SITE

OAK RIDGE PROPERTIES AT OLDE POINT, LLC
519 MARKET ST
WILMINGTON, NC 28401

COV

NOTE: ANY PLAN THAT DOES NOT BEAR AN ENGINEER'S SEAL, SIGNATURE AND DATE IS A PRELIMINARY PLAN AND NOT RELEASED FOR CONSTRUCTION

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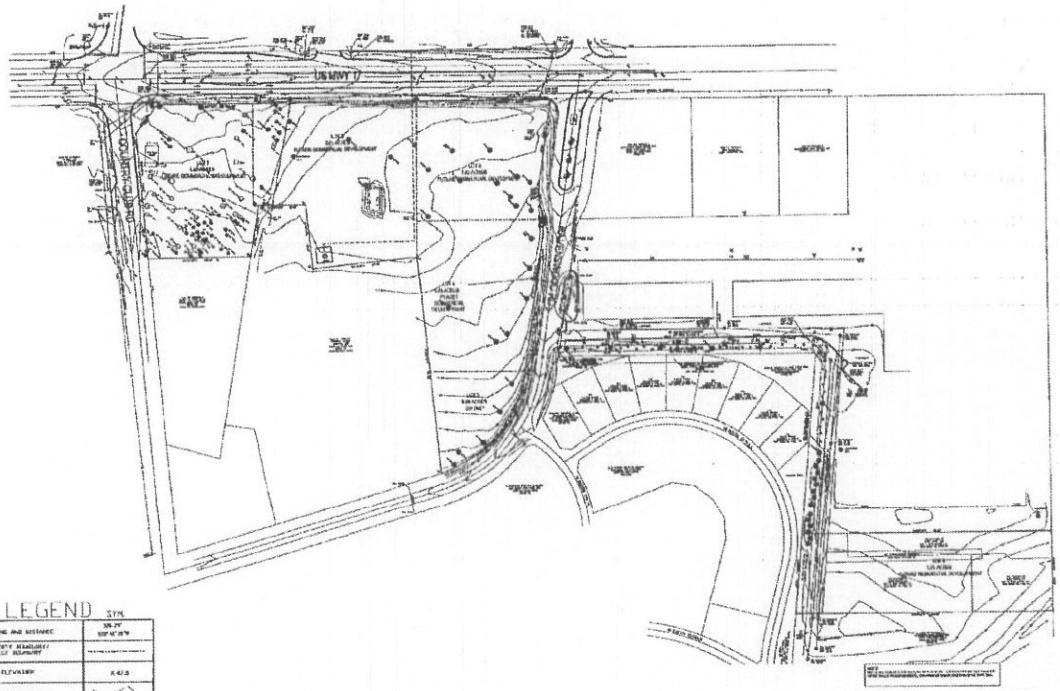
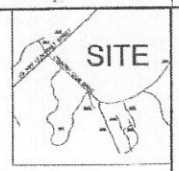
PO BOX 4039 SURF CITY, NC 28445
910.448.1046
C-1989





LEGEND

	SYM.
BEARING AND DISTANCE	N6.2° S59°16'30"W
PROPERTY BOUNDARY / PARCEL BOUNDARY	
SPOT ELEVATION	X 42.5
EXISTING CONTOUR	
TEMPORARY EXTRANCE	
SEDIMENT FENCE	
EDGE OF PAVEMENT	
CHECK DAM	
PROPERTY LINE	
PROPOSED SS MANHOLE	
FIRE HYDRANT	
PROPOSED WATER LINE	
BLOW OFF ASSEMBLY	BO
GATE VALVE	8" DI GATE VALVE
SIDEWALK	
WATER SERVICE	
SS SEWER SERVICE	

PRELIMINARY PLAN-NOT FOR CONSTRUCTION

SITE PLAN-EXISTING CONDITIONS-ALL LOTS SHOWN

OAK RIDGE PROPERTIES AT OLDE POINT, LLC
519 MARKET ST
WILMINGTON, NC 28401

C1.0

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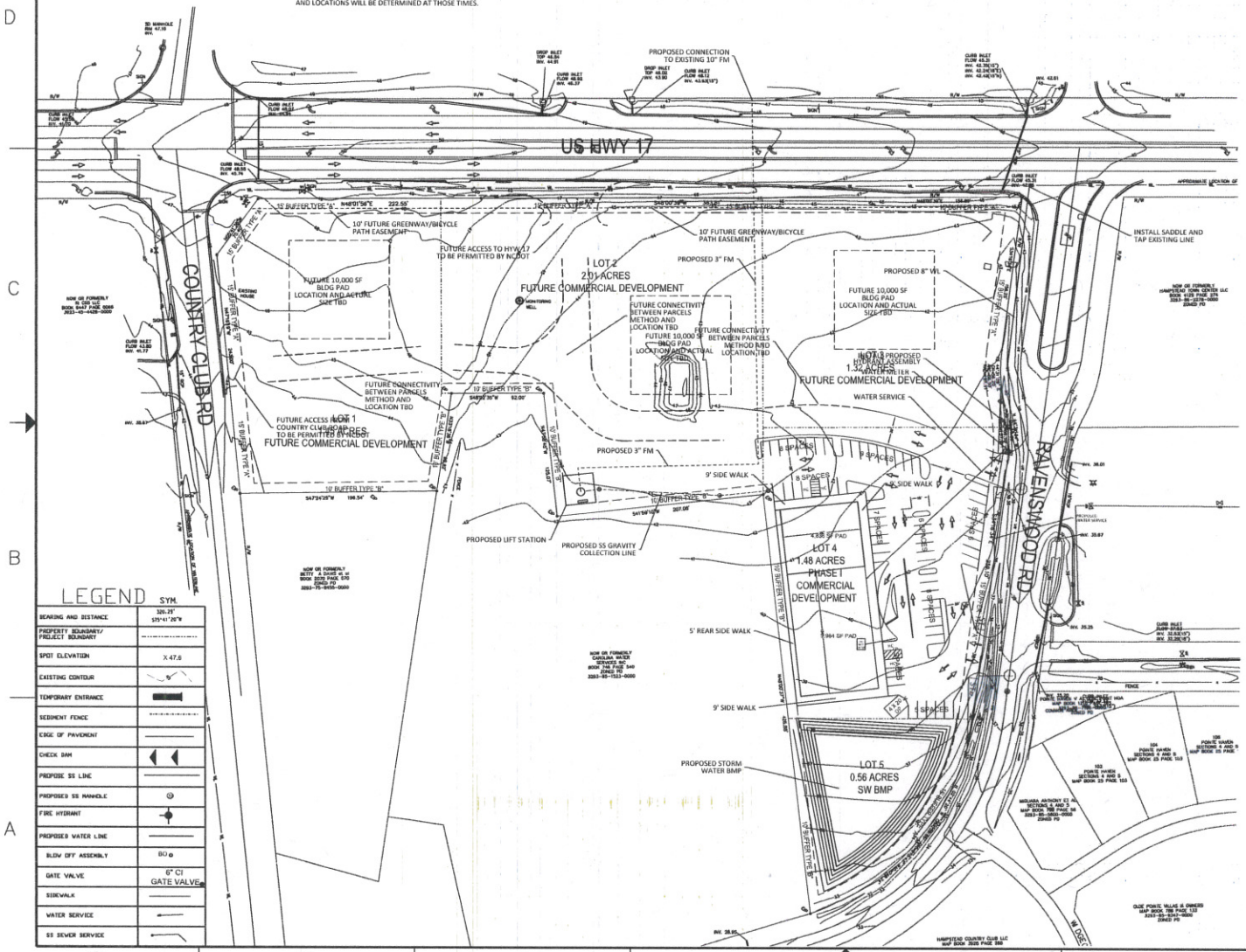
C-1989

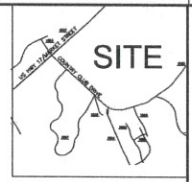
PRELIMINARY PLAN - NOT FOR CONSTRUCTION

NOTE: 1,2,3 AND 4 SHALL BE INTERCONNECTED FOR TRAFFIC PURPOSED IN THE FUTURE. THE LOCATION OF THE CONNECTIVITY IS TO BE DETERMINED AT THE TIME OF PLANNING FOR THOSE PARCELS. ACCESS POINTS TO THE NCDOT HIGHWAY SYSTEM SHALL BE PERMITTED IN THE FUTURE WHEN LOTS 1,2 AND 3 ARE DEVELOPED. THE NUMBER OF DRIVEWAYS AND LOCATIONS WILL BE DETERMINED AT THOSE TIMES.



LEGEND

	SYM.
BEARING AND DISTANCE	320.25' S75°41'26"W
PROPERTY BOUNDARY/ PROJECT BOUNDARY	
SPOT ELEVATION	X 47.6
EXISTING CONTOUR	
TEMPORARY ENTRANCE	
SEDIMENT FENCE	
EDGE OF PAVEMENT	
CHECK DAM	
PROPOSE SS LINE	
PROPOSED SS MANHOLE	
FIRE HYDRANT	
PROPOSED WATER LINE	
BLOW OFF ASSEMBLY	BO
GATE VALVE	6" CI GATE VALVE
SIDEWALK	
WATER SERVICE	
SS SEWER SERVICE	



RECEIVED

AUG 25 2015

PENDER PLANNING DEPT.

OAK RIDGE PROPERTIES AT OLDE POINT, LLC
519 MARKET ST
WILMINGTON, NC 28401

C1.1

NOTE: ANY PLAN THAT DOES NOT BEAR AN ENGINEER'S SEAL, SIGNATURE AND DATE IS A PRELIMINARY PLAN AND NOT RELEASED FOR CONSTRUCTION

SITE PLAN-LOTS 1-5

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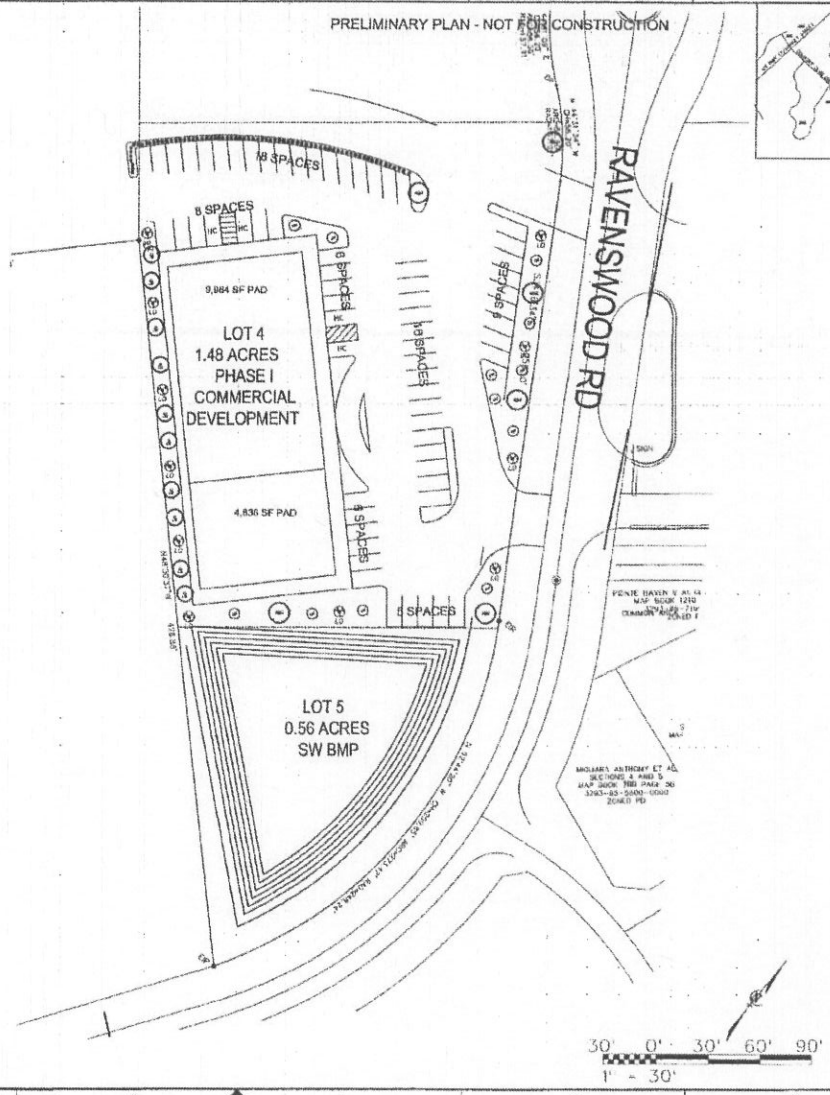
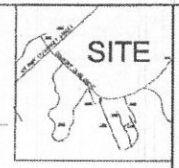
910.448.1046
C-1999

PRELIMINARY PLAN - NOT FOR CONSTRUCTION





LOT 4 LANDSCAPING

Code	Common Name	Botanical Name	Quantity	Size
	Trees			
MPU	Southern Magnolia	Magnolia grandiflora	4	8.5" BB
LIN	Little Gem Magnolia	Magnolia grandiflora 'Little Gem'	16	45 Gal.
LO	Live Oak	Quercus virginiana	11	3" B&B
WO	Willow Oak	Quercus phellos		3" B&B
RM	River Birch	Betula nigra		45 Gal.
CM	Crape Myrtle	Lagerstroemia indica sp.	6	25 Gal.
RM	Red Maple	Acer rubrum		45 Gal.
PO	Pin Oak	Pellaia palustris		35 Gal.
KO	Nuttall Oak	Quercus nuttallii		35 Gal.
JM	Japanese Maple	Acer palmatum		25 Gal.
DCM	Dwarf Crape Myrtle	Lagerstroemia indica sp.		15 Gal.
WM	Wax Myrtle	Myrica cerifera		15 Gal.
NHO	Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'		15 Gal.
	Shrubs			
LIL	Liriope/Lily	Liriope muscari		1 Gal.
P	Pittosporum	Pittosporum tobira 'Wheeler's Dwarf'		3 Gal.
LIT	Loropetalum	Loropetalum chinense		3 Gal.
NH	Nellie Holly	Ilex cornuta 'Nellie R. Stevens'		3 Gal.
DH	Dwarf Indian Hawthorne	Rhaphiolepis indica 'Snow White'	74	3 Gal.
FX	Fatsia	Fatsia japonica		3 Gal.
MUR	Muhly Grass	Muhlenbergia capillaris		1 Gal.
DF	Dwarf Fothergilla	Fothergilla gardenii 'Blue Mist'		3 Gal.
AS	Aucuba	Aucuba japonica		3 Gal.
	Groundcover			
MG	Monkeygrass	Ophiopogon japonicus 'Gulf Green'		1 Gal.
MUR	Muhly Grass	Muhlenbergia capillaris		1 Gal.
	Perennials			
LIR	Liriope	Liriope spicata		1 Gal.
PO	Perennial Oxalis	Oxalis debrazzeana		1 Gal.

NOTE: ALL DISTURBED AREAS ARE TO BE ENHANCED IN THE 30' WIDE "A" BUFFER (EXCEPT FOR 6' DIAMETER CIRCLES AROUND TREE PLANTINGS).
ALL CANOPY TREES & VE OAKS IN THIS PLAN SHALL HAVE A MINIMUM HEIGHT OF 4 FEET ABOVE GROUND AT THE TIME OF PLANTING AND A MINIMUM CALIPER OF TWO INCHES PER THE PENDER COUNTY UDO SECTION 8.
ALL UNDERSTORY TREES (CREPE MYRTLE) IN THIS PLAN SHALL HAVE A MINIMUM HEIGHT OF 4 FEET ABOVE GROUND AT THE TIME OF PLANTING PER THE PENDER COUNTY UDO SECTION 8.

NOTE: PER THE PENDER COUNTY UDO SECTION 8.1.3 A TREE SURVEY MUST BE PERFORMED ON THE SUBJECT AREA. THE APPLICANT MUST ADHERE TO THE REQUIREMENTS FOR REMOVAL OF SPECIES OUTLINED IN THE UDO.

PLANT LEGEND

Trees	Shrubs
[illegible]	[illegible]

NOTE:
THIS LANDSCAPE PLAN WAS PREPARED AS A PRELIMINARY SUBMITTAL BY THE PROJECT ARCHITECT, IT IS PRESENT IN THE SITE DESIGN PLAN. [illegible] OF THE UDO. [illegible] THE PROJECT ARCHITECT. [illegible] THE REQUIREMENTS OF THE UDO. [illegible] THE PROJECT ARCHITECT IS A LANDSCAPE PROFESSIONAL.

LOT 4 LANDSCAPE PLAN

OAK RIDGE PROPERTIES AT OLDE POINT, LLC
519 MARKET ST
WILMINGTON, NC 28401

C1.2

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C-1989

Pender County Planning Department

Joey Raczkowski, Planning Director

Mark Walton, Chairman
Kevin Reynolds, Vice-Chairman
Rick Garrett
Karen Gonzales
William Marshburn
Burt Millette
Christopher Smith
Charles Newman, Fire Commission

805 South Walker Street
Post Office Box 1395
Burgaw, NC 28425

Phone (910) 259-1202

Fax (910) 259-3735

MINUTES
(Amendment – Page 4)
Pender County Planning Board Meeting
May 1, 2007
7:00 p.m.

Pender County Public Meeting Room
805 S. Walker Street
Burgaw, North Carolina

I. **Call to Order** was done by Chairman Walton.

II. **Roll Call:** Chairman Walton
Pender County Planning Board Members:
Walton___Reynolds___Smith_x_Garrett___Millette___Gonzales___Marshburn___Newman_x_

III. **Approval of Minutes:** April 3, 2007
Motion by: Burt Millette
Seconded by: Kevin Reynolds; **Vote:** unanimous 6-0.

IV. **Joey Raczkowski, Pender County Planning Director,** will present a discussion on planning matters.

Director Raczkowski thanked the board members for their participation and he will email a summary of the April 30, 2007 Workshop. He would like for the members to look at the list and concentrate on prioritization.

V. **Wilmington Metropolitan Planning Organization** will present the Coastal Pender Collector Street Plan to the Planning Board for consideration.

Joey Raczkowski stated that the Coastal Pender Collector Street Plan will go to the BOCC for a public hearing. However, at this point if it is adopted it is not law; further regulations will have to be enacted in order to incorporate some of the goals and priorities within the plan. This is a good starting foundation and it is only a policy guideline document.

Joshua Mellow, presenter, for a question and answer session. The county has the final say on zoning and subdivision ordinances and this plan was written more as a guide and can be used as such when updating ordinances. The MPO and county will be able to work better together.

Karen Gonzales asked if there was anyway streets could be added to the plan.

Mr. Mellow stated that the plan could be amended. This plan will also work independent to the Hampstead bypass.

Karen Gonzales made the motion to recommend to the Board of Commissioners to adopt The Coastal Pender Collector Street Plan. William Marshburn seconded the motion and the vote was unanimous 6-0.

VI. Greater Hampstead Homeowners Association will present a discussion on planning matters.

Al Friemark, president of the Hampstead Homeowners Association, which represents ten (10) subdivisions. The resolution that he is presenting is Managing for Growth and it helps to stay ahead of the curve. The resolution suggestion is for the purpose of a Highway Overlay District. Hwy 17 is the core of the Hampstead community. Overlay proposal from Sidbury Road on the south, north to Sloop Point Road, east to the Intra-coastal waterway, and west to the Holly Shelter game lands. This is approximately 39% of the tax base of Pender County. Want the development to continue, but it has to be managed. Has spoken to County Manager and she has agreed to take it to the BOCC if recommended by Planning Board.

Kevin Reynolds asked Planning Director Raczkowski the county stood on implementing an overlay district for Hampstead. What has to be done to make it work?

Director Raczkowski stated that it was an involved process which includes an amendment to the Pender County Zoning Ordinance and development regulations for the Hampstead area. It would be part of the development regulations but it would only apply towards a defined area. There would be public participation, forming a task force to represent the community as well as the county as a whole because there are greater issues that affect Hampstead that need to be controlled there. Adopting this resolution is enforcing good planning in the county.

Burt Millette made the motion that the Planning Board adopt the resolution presented by the Greater Hampstead Home Owners Association and recommend to the Board of Commissioners to authorize the Planning Department to proceed with the implementation process on an expedited basics. Kevin Reynolds seconded the motion and the vote was unanimous 6-0.

Chairman Mark Walton introduced the first subdivision review to the board and the public.

Planning Director Joey Raczkowski stated that this was a by-right subdivision for twenty-four (24) lots in a R20 District.

VII. Subdivision Review

1. **Scott Gerow, Preliminary Plat Review – Southwind Surveying & Engineering,** applicant, on behalf of Figure 8 PTNR, LLC, owner, is requesting Preliminary Plat approval of for Scott Gerow subdivision. The subdivision consists of 24 lots on 15.9 acres. The property is zoned R-20, Residential District and is located off NC Highway 133, across from Cape Fear Elementary Drive, in Rocky Point, NC.

Don Hamilton stated with a subdivision of this size his client didn't think that it was warranted at this time to do a stub street. He stated that on the larger subdivisions they do provide stub outs, but this particular one is small and the street is short, so it could not be justified.

Burt Millette asked him if it was 1000' from Hwy 133 to the open space.

Rick Garrett asked if he had talked to NCDOT about the driveway that is coming out directly in front of the school. He asked if it would really be beneficial having the driveway directly across from the school. He is concerned about open space and wanted to know if it were useable.

Chairman Walton stated that NCDOT would like for the developer to align the streets. It is more dangerous if there are two driveways that are not aligned. There is a possibility that NCDOT will require a turning lane.

The board moved and seconded by Kevin Reynolds to table the request in order to let the developer revise his plan concerning the driveways and bring his plan back before the board on the June meeting.

Chairman Walton introduced the next case to the board and the public.

Planning Director Joey Raczkowski presented the Staff Review with the board and public.

VIII. Public Hearing

1. **Zoning Map Amendment – Southwind Surveying & Engineering,** applicant, on behalf of Country Club Road Assemblage, LLC, owner, is requesting a rezoning of eight tracts totaling 376 acres from R-20C, Residential Conventional Housing District to PD, Planned Development District. The property is located on the south side of Country Club Road and extends southeast to the Intracoastal Waterway in Hampstead, NC.

Planning Board Member Kevin Reynolds asked what the lots sizes are in Belvedere in the PD zone.

Joey Raczkowski stated that the lots were a little less than ½ acre.

George Hamilton, applicant and representative for Country Club Road Assemblage, LLC stated that his concern is to preserve nature and the environment. Trying to develop a community within a community with tenants being able to do business as usual within walking distance.

He has met with County Manager Brill and feels that the project will have to come up with type of regional sewer plant. There is no water at this time to serve this particular project until 2009-2010. The project will have to have its own well system until this service becomes available. All underground services by Progress Energy. This project will go beyond what is required for storm water erosion control.

There were concerned citizen that spoke on matters concerning too much fast traffic on South Belvedere Drive, and accessing private property.

Karen Gonzales made the motion to approve the request of rezoning to PD; seconded by William Marshburn. Millette, Gonzales, Walton and Marshburn for and Reynolds and Garrett against.

Chairman Walton introduced the next public hearing case the board and public.

Director Raczkowski addressed the board and public with the Staff Review.

This case was heard by the board once before. They were asking for a Master Plan for the comprehensive. They also asked for clarification and the use of the road and the access of the utility easement.

2. **Pavilion at Olde Point, Commercial PD Master Plan and Preliminary Plat Review – Don Hamilton,** applicant, on behalf of Pavilion at Olde Point, LLC, owner, is requesting approval of a PD Master Plan and Preliminary Plat for The Pavilion at Olde Point. The plan consists of four buildings totaling 35,600 square feet of commercial services on 5.26 acres. The property is zoned PD, Planned Development District and is located on the southern side of the intersection of Ravenswood Road Extension and US Highway 17 in Hampstead, NC.

George Hamilton, representative stated that he had met with some of the citizens that had spoken out against the project to find out what their concerns were. There are four buildings involved in this project: doctor/dentist office being approximately 3600 square feet; 12000 ft. retail space; 4000 sq. ft. pharmacy, and a space leased to Pender Memorial Hospital. There will be 173 parking spaces and 9 handicap spaces which, exceeds the required number. They are trying to maintain most of the trees along Ravenswood Road. Progress Energy will be installing low cut-off shoe box light fixtures, and providing underground wiring for electrical service for the site.

Phil Sharpe, architecture for Sharpe Architecture, stated that this is an exceptional site because of its location. One of the main goals for the project is avoid clutter in the overall composition of the site. He explained in a presentation to the public the details of the design for the site and why certain architectural details were chosen.

Karen Gonzales asked if he had sold any of the retail spaces or are they all presently empty.

They do have a list of scheduled tenants that will be leasing for occupancy.

David Long, administrator for Pender Memorial Hospital, stated that the hospital believes that in the Hampstead area a medical facility is greatly needed. The facility will be handling approximately 11,000 square feet for x-ray, mammography, CT scan, physical therapy, etc.

George Hamilton stated that the storm water issue was a great concern. The intent is to make a rain garden. The parking area will be constructed of porous concrete. Sixteen inch main water line that is located on Hwy 17, 4" taps going to each building, retail space tenants will have individual meters. They have checked with Paul Parker to make sure they have the capacity and they got the green light.

Mr. Hamilton stated that they plan on putting individual septic systems for each unit. There were concerns as to whether or not they have permission to go under Ravenswood Road. Dumpsters will not be in site of the public. This project should be started this summer and will end in about eighteen months.

Mike Stafferfield addressed the board by stating that Ravenswood Road has a dual existence. By looking at old maps recorded from the Olde Point project he discovered that the road was not conveyed to any association outright. He approached Olde Point Development INC and Olde Point Associates Limited Partnership about getting an easement from them to boar under the road for purposes of placing the septic lines that will connect to the drainfields. This was executed by both parties and is recorded at the Register of Deeds.

Walter Geesie stated that there will probably have to be modifications to the system to accommodate some of the new projects coming up. Each system will be engineered, which will require a subsurface operator. The health department will be monitoring the system and a report will be going to them on a regular basic. He does not foresee any odor problems.

Several members of the public had concerns about the developers using Ravenswood Road and the increase in traffic. They would like to see speed bumps, would like for the cosmetic make-up to be more consistent, and assurance that the tenants are going to take care of their property.

Chairman Walton closed the public hearing. If there is an approval how can they put some type of assurance that there will be corporation on maintaining Ravenswood Road?

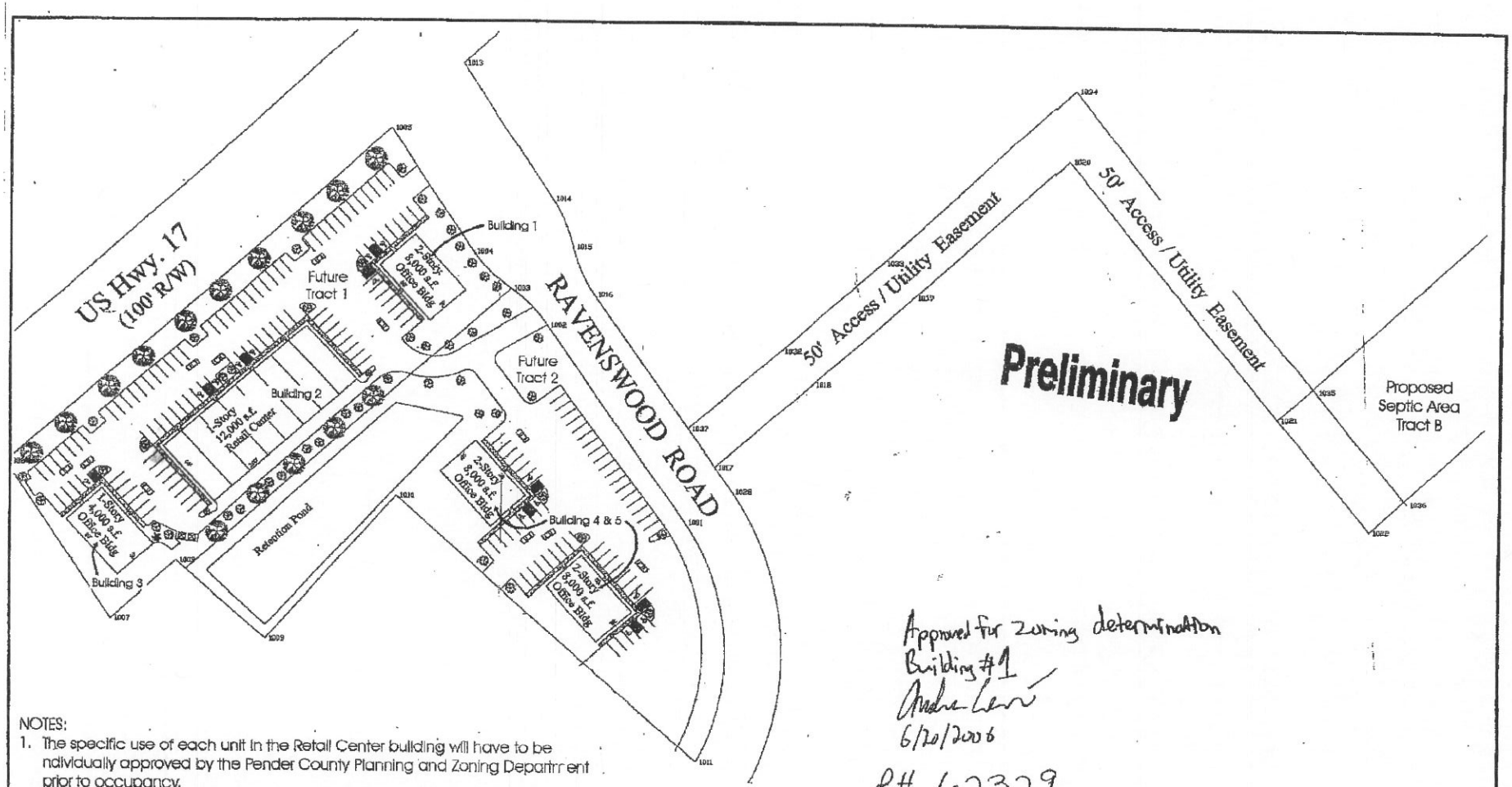
Attorney Thurman said that there could be a condition at the Final Plat approval. Then the developer can maintain but beyond where they are going they don't have the right to use the road.

After a lengthy discussion of highlights and concerns of the project the chairman called for a motion.

Planning Staff stated that any provisions attached to the final plat approval concerning private road maintenance could be difficult to enforce at staff level because current regulations do not address such agreements for the maintenance of existing private roads.

Burt Millette moved for approval of the application with the approval being contingent upon an upgraded maintenance agreement of Ravenswood Road from Hwy. 17 to Country Club Road naming the various homeowners associations as third party and the contract being subject to approval by the county attorney. Rick Garrett asked Burt Millette if he would accept an amendment to his motion that states one to sufficient standards, because it wasn't suppose to be to DOT standards, and if the subsequent development is not approved the developer then come back with an alternative maintenance agreement proposal to meet the repairs and maintenance needs of the road. Karen Gonzales seconded the motion and vote was unanimous 6-0.

Chairman Walton called for a five minute recess.



Approved for Zoning determination
Building #1
[illegible]
6/20/2006
P# 62329

NOTES:

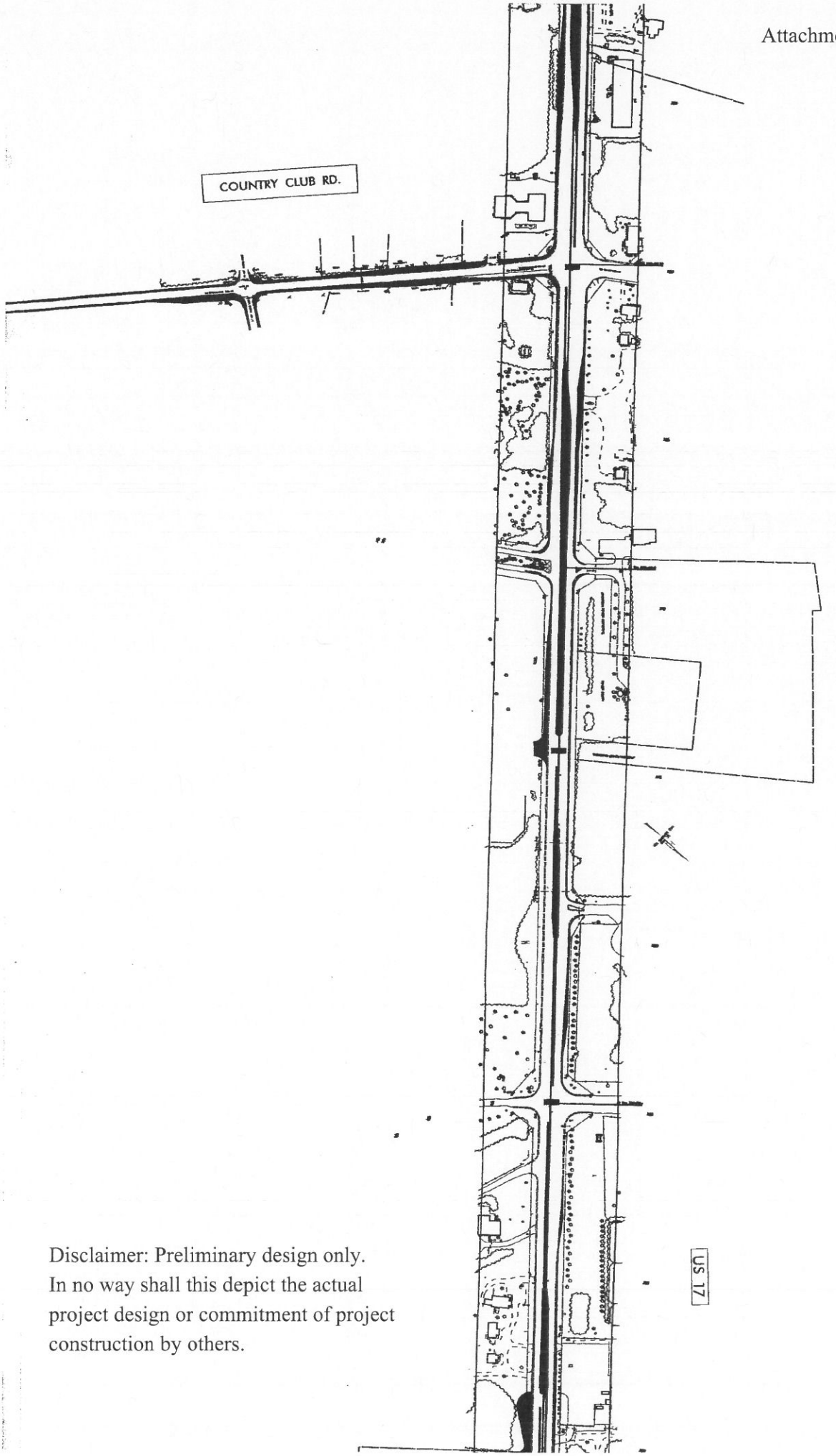
1. The specific use of each unit in the Retail Center building will have to be individually approved by the Pender County Planning and Zoning Department prior to occupancy.
2. The use of the four Office Buildings is proposed as Professional Office space, any changes will have to be approved by the Pender County Planning and Zoning Department prior to occupancy.

NOTE: Adapted from site plan prepared by Southwind Surveying.

Applied Resource Management PC
P.O. Box 882, Hampstead, NC 28443
(910) 270-2919 FAX 270-2986

TITLE:				FIGURE:
The Pavilion At Olde Point Proposed Buildings				1
JOB: 0557	SCALE: 1" = --100'	DATE: 6/13/06	DRAWN BY: EFC	

Attachment 2



Disclaimer: Preliminary design only.
In no way shall this depict the actual project design or commitment of project construction by others.

TECHNICAL REVIEW COMMITTEE (TRC) RESPONSES:

Cape Fear Council of Governments RPO
No response

Four County Electric Company
No response

NC DENR Division of Coastal Management
No comment

NC DENR Division of Forestry
No response

NC DENR Division of Land Resources
No response

NC DENR Division of Waste Management
No response

NC DENR Division of Water Quality
No response.

NC DOT Division of Highways
No proposed connection to US17, no permit required. This segment of Ravenswood Road is a non-system road. Ravenswood would have to meet all NCDOT requirements as far as pavement structure, housing requirements, etc. before it could be added to the system. Don Grady would be able to provide all the requirements that would need to be met.

NC DOT Transportation Planning Branch
Future connections for Lots 1-3 to US HWY 17 will need driveways permits.

NC Office of State Archaeology
No response

NC Wildlife Resources Commission
No response

Pender County Building Inspections
No response

Pender County Emergency Management
No response

Pender County Environmental Health
No comment.

Pender County Fire Marshal
Locate hydrant near development. Sprinkler system may be required depending on use.

Pender County Parks and Recreation
No response.

Pender County Public Library
No response.

Pender County Public Utilities
Water cannot connect below Ravenswood Road because it is a privately maintained road in this segment. Connection is likely to come from US Hwy 17 water main. Connection fees and plans will be reviewed with Major Site Development Plan.

PCU requested submittal of plans from the Developer's Engineer. Service should be run from the 16" waterline on US 17 with consideration of future development on other parcels. If a fire line is required to service a sprinkler system for the proposed structure, the minimum line size would need to be 8".

Pender County Schools
No comments.

Pender County Sheriff's Department
No response.

Pender County Soil and Water Conservation District
Soil & Water sees no problem with this request.

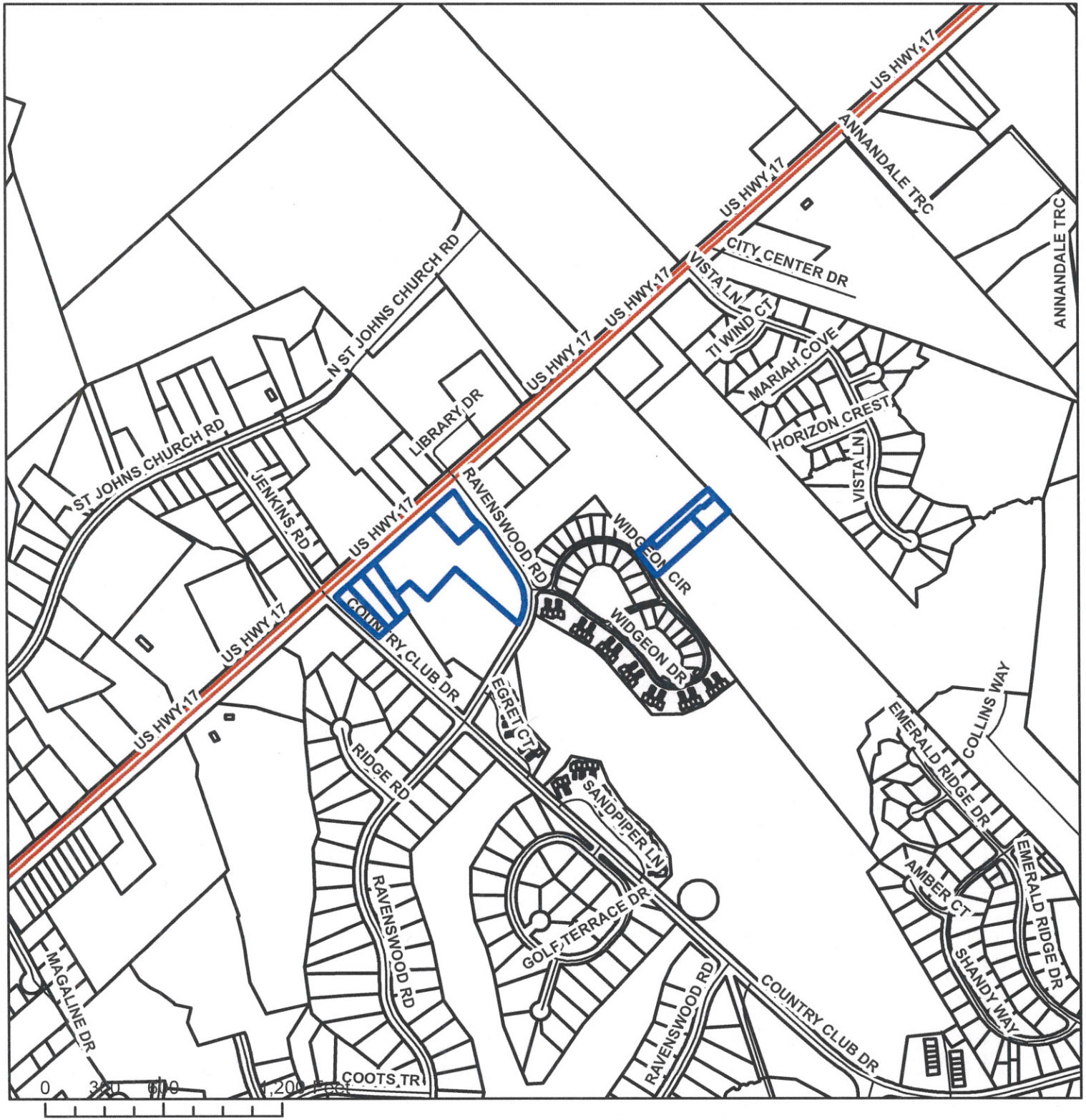
Progress Energy Corporation
No response.

US Army Corps of Engineers
No response.

Wilmington Metropolitan Planning Organization

1. *A TIA will not be required for the proposed development based upon the current proposed trip generation for phase 1, (Medical Office with 10,000 sf). If the proposed development numbers increase, a TIA may be required.*
2. *The second pad within this phase, (~4836 SF), appears to be a future development. If the trip generation for this part of Phase 1 was not included in the estimated trip generation, the current trip generation numbers will have to updated.*
3. *Show 10'X70' Sight distance triangles at each intersection on the site plan.*
4. *The site proposed connections to Lots #3 and #2. If these access points are paved, please note it on the site plans.*
5. *Show the location of the dumpster pad on the site plans.*
6. *If sidewalks or turn lanes are proposed for US Hwy 17, Country Club Road or Ravenswood Rd, as part of this phase or future phases of development, please note the infrastructure improvements on the site plans.*
7. *Show pavement markings for the parking area, driveways, drop-off and pick-up area and access to adjacent lots on the site plans.*

The proposed drop-off and pick-up area appears to be one-way. Please provide notes, pavement markings and signs to clarify the use of this drop-off area on the site plan.



Applicant:
Oak Ridge Properties at Olde Point

Owner:
Oak Ridge Properties at Olde Point

Master Development Plan:
#11438

Legend

Subject Property

Vicinity

Applicant:
Oak Ridge Properties at Olde Point

Owner:
Oak Ridge Properties at Olde Point

Master Development Plant:
#11438

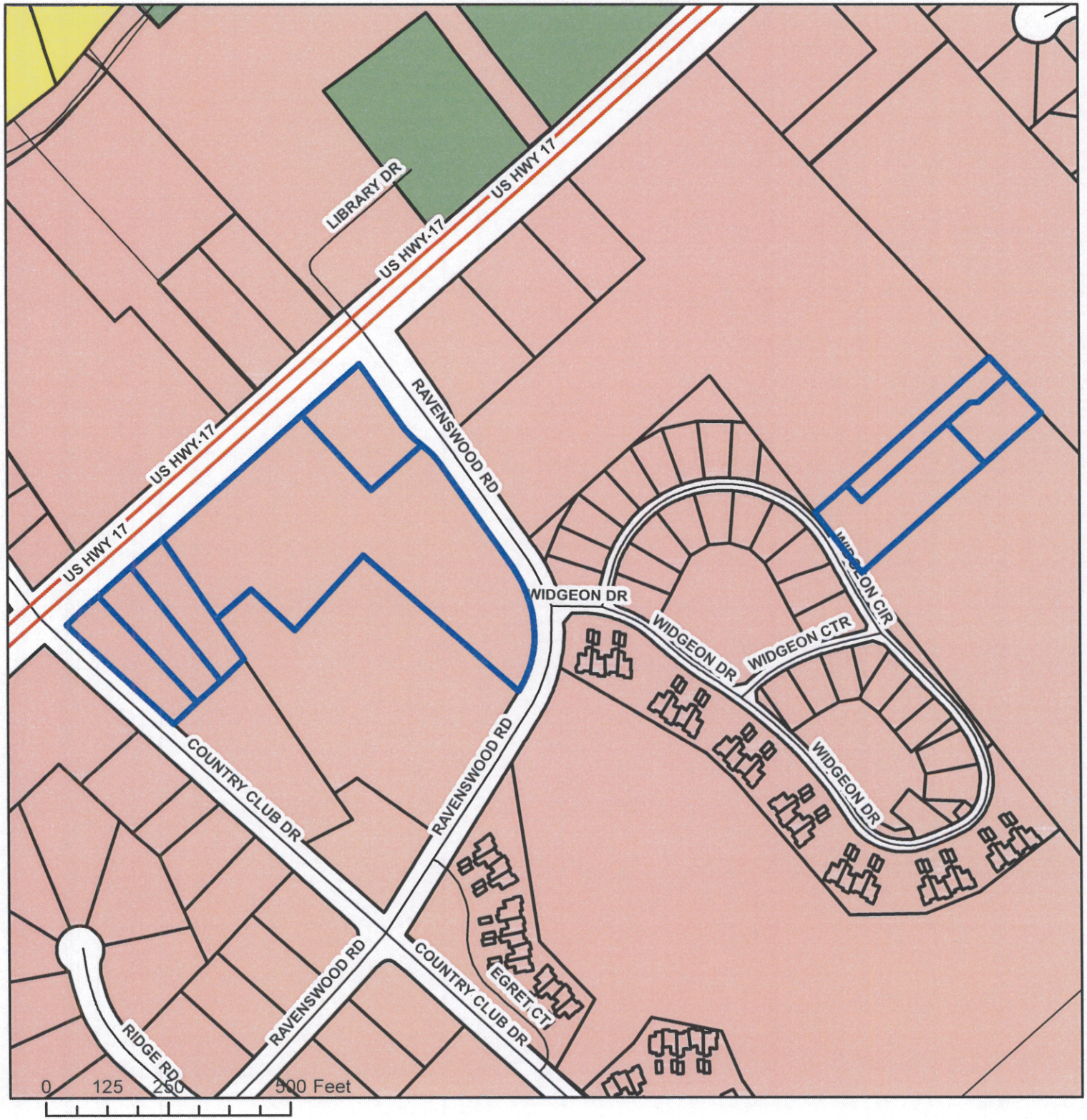
Legend

UDO Zoning

- EC, Environmental Conservation
- GB, General Business
- GI, General Industrial
- Incorporated
- IT, Industrial Transition
- MH, Manufactured Housing
- O&I, Office & Institutional
- PD, Planned Development
- RA, Rural Agricultural
- RA-Conditional Zoning 1
- RP, Residential Performance
- Subject Property

N

Current Zoning



Applicant:
Oak Ridge Properties at Olde Point

Owner:
Oak Ridge Properties at Olde Point

Master Development Plan: #11438

Legend

Future Land Use

- Industrial
- Mixed Use
- Office, Institutional, Business
- Rural Growth
- Suburban Growth
- Subject Property

N

Future Land Use

Applicant:
Oak Ridge Properties at Olde Point

Owner:
Oak Ridge Properties at Olde Point

Master Development Plan:
#11438

Legend

Subject Property

N

Aerial

Pender County
Planning and Community Development

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Burgaw, NC 28425

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

MEMORANDUM

To: Pender County Planning Board

From: Planning Staff

Date: September 1, 2015

RE: Discussion Item— Landscaping and Buffer Requirements

Planning Board,

As discussed at the July 8th and August 4th, 2015 Planning Board meetings, Staff is requesting your input on potential UDO text amendment language in effort to provide alternatives to current landscaping and buffer requirements. Staff's intention was to present a text amendment proposal to you with public hearing regarding buffer language; however, questions arose on which Staff would like to have the Board's input before presenting the amendment.

As previously discussed, this potential text amendment is offered in effort to provide greater flexibility for landowners and/or developers whose proposed use on a site is relatively small compared to the overall size of the site and is a result of a discussion with a property owner who contacted the Planning office with a concern that a relatively small, new use on his site would trigger the requirement to install a landscaped buffer around the entire perimeter of the relatively large site, potentially becoming cost prohibitive.

QUESTIONS FOR PLANNING BOARD

Staff requests your input on the following questions regarding proposed language for UDO Section 8.1.2.C:

- Should buffer requirements be applied when an existing use is expanded on site, and if so, should there be a minimum size threshold that triggers this requirement (such as increase of 2,500 square feet or more or fifty percent increase or more in area)?
- What qualifies as a new use?
    - Does 8.1.2.C conflict in any way with 8.1.2.D?
- If a single building that does not currently meet buffer requirements changes use, should the incoming use trigger buffer requirements?
    - Or does the incoming use trigger buffer requirements only per Section 8.1.2.D?

- If a new use is introduced on site after a former non-conforming use loses nonconforming status (after 180 days per Section 10.3.4), does this qualify as a new use?
- If a single use among many uses within a shopping center changes (and assuming the shopping center does not currently have buffers), how should the buffer requirements be applied?
    - If a new use is introduced within a shopping center (and assuming the shopping center does not currently have buffers), how should the buffer requirements be applied?
    - Should the applicant, who may only occupy a small portion of the shopping center, be required to buffer the entire site around the shopping center?

Staff will present these questions to the Board for discussion and direction. Thank you for your input.

8.1.2 Applicability

The landscaping and buffering requirements found in this Article shall apply to all development within Pender County with the exception of bona fide farming activities, properties listed on the National Register of Historic Places (NRHP) and residential development of one housing type in the Residential Performance Districts. Developments attempting to qualify for the National Register of Historic Places exemption must provide a copy of the National Parks Service listing, along with a narrative briefly requesting the aforementioned relief and how the landscaping standards would conflict with the historic significance of the property. Landscaping and buffer requirements shall apply in all business, planned development, industrial, and non-residential uses in other zoning districts when:

A. A new principle structure is built; or

B. An existing principal structure is expanded sufficiently to increase its interior square footage by fifty percent (50%) or more, in any one or more expansions; or

C. A new use is introduced or an existing use is expanded on site; or

D. A change in use from residential related to office, service, commercial or industrial, or from office, service or commercial to industrial; or

E. In any residential development with two or more types of housing development.

8.2.2 Location

Buffers shall be located within the outer perimeter of a lot or parcel, parallel to and extending to the lot or parcel boundary line. Buffers shall not be located on any portion of an existing, dedicated or reserved public or private street or right-of-way. Buffers may be located and constructed within any required setback.

A. Exception: When landscaping and buffer requirements shall apply per Section 8.1.2 and when a site is five (5) acres or larger, the required buffer may be located within the outer perimeter of the limit of disturbance of the project area on the lot or parcel. If the limit of disturbance is expanded, the buffer shall be adjusted accordingly.

10.3.4 Loss of Nonconforming Use Status

A. Discontinuance

1) When a nonconforming use is discontinued for a consecutive period of one hundred eighty (180) days, or greater than one hundred eighty (180) days with good cause shown, the property involved may thereafter be used only for conforming purposes.
2) The resumption of a nonconforming use shall not be permitted if such nonconforming use is superseded by a permitted use for any period of time.

3) For purposes of determining whether a right to continue a nonconforming use is lost, all of the buildings, activities and operations maintained on a lot are generally to be considered as a whole

B. Damage or Destruction

1) A nonconforming use located within a structure which has been damaged by fire or other natural causes may retain nonconforming status if the use is reestablished within one year.

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MEMORANDUM

To: Pender County Planning Board

From: Megan O'Hare, Senior Planner

Date: September 1, 2015

RE: Addressing Ordinance Changes

The Geographic Information System (GIS) Division is a new division within the Planning and Community Development Department. Within the GIS Division addressing services are provided. Two Ordinances administered by the Addressing Coordinator in coordination with Emergency Services are; the Addressing and Display Ordinance and the Road Naming Ordinance. As these positions work closely with Planning Staff toward compliance on various development proposals there are several updates to the Pender County Unified Development Ordinance which will improve customer service and more clearly identify steps for approval.

One amendment proposed is to include the Addressing Coordinator as a required signatory on a residential subdivision Final Plat for recordation at the Register of Deeds. By formally including the Addressing Coordinator in this approval, all roadway arrangements, connections and road names are finalized with Emergency Services. The Addressing Coordinator is a part of the TRC to provide comments to the applicant in the preliminary development phases and a required signature on the Preliminary Plat. An additional signature line on the Final Plat will provide assurance that road names have been reviewed and are in compliance limiting potential safety issues in the future mainly by eliminating the potential for duplicate road names to be issued. This addition will be in Appendix D; Typical Forms and Surveyor Notes.

Reviewed and Approved by the Addressing Coordinator

Addressing Coordinator: _____ Date: _____

The second amendment proposed would be to add the definition of Addressing Coordinator to the Unified Development Ordinance. The Road Naming Ordinance defines Addressing Coordinator as; the official charged with administration of this ordinance including their authorized representatives. Planning Staff shall devise a new definition of this position and the

role in the Planning and Community Development Department in coordination with Emergency Services. This amendment would be required in Appendix A; Definitions.

A third amendment proposal is to allow for clusterboxes to be identified as a permitted use in dedicated open space within a development. After meeting with representatives from the US Postal Services, individual mailbox locations at residences and commercial office parks are no longer permissible in an effort to increase efficiency. Pender County Planning Staff proposes tp amend the Unified Development Ordinance to allow for these structures to be designed in open space and outside of the identified NCDOT right of way. This portion of the text amendment would allow developers to design clusterbox locations, especially for ingress and egress at the preliminary development stages rather than as they are working with the Postal Service for mail services after the development is finalized. This amendment would be incorporated into the Open Space text in Section 7.6 of the Pender County Unified Development Ordinance.

In an effort to provide efficient customer service and development approvals, Staff is proposing to present the three items discussed as a text amendment for the Planning Board's review in October.

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MEMORANDUM

To: Pender County Planning Board

From: Planning Staff

Date: September 1, 2015

RE: Discussion Item— Collector Street Plan and Comprehensive Plan Updates

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Planning Board,

Staff will continue to provide you with an update at each Planning Board meeting regarding the Collector Street Plan and Comprehensive Land Use Plan update process. Below is a summary of the status of each plan update since our last discussion at the Planning Board Work Session in August.

Pender County Collector Street Plan

Staff continues to work in coordination with the Wilmington MPO and Stantec on the Collector Street Plan update. The first Collector Street Plan Steering Committee meeting was held at the Hampstead Annex on Thursday, August 13th. Stantec used the time to introduce the scope of work, describe their intentions for the process, and gain input and analysis on existing conditions from the committee. The next meeting is scheduled for October 1st at 4pm, to be immediately followed by a public stakeholder workshop. Location is to be determined.

Comprehensive Land Use Plan

Planning Staff continues to work on preliminary planning and information inventory in preparation of consultant selection for the Comprehensive Land Use Plan update. The RFQ was released on August 31st and responses are due by noon on September 18th. Staff is working in coordination with the schedule as outlined below and will keep you updated when a date is set to review RFQ responses and/or interview potential consultants:

- **June – September 2015:** Preliminary planning and information inventory
  - Definition of small area plan boundaries
  - Existing plan inventory
  - Goals and policies matrix
  - Existing land use survey

- RFQ development
- **August 4, 2015:** Comp Plan informational presentation to Planning Board from RPO
- **August 4, 2015:** Refine RFQ scope with Planning Board
- **August 2015:** Advertise RFQ
- **October 2015:** Formation of steering committee
- **October 2015:** Consultant interviews and selection
- **November 2015 – June 2016:** Plan development with consultant
- **June 2016:** Potential plan adoption

On August 17th, Staff learned that Pender County has been selected to receive $10,000 in Partners for Green Growth funding from NC Wildlife Resources Commission (NCWRC) to use towards incorporation of conservation methods into the update of the Comprehensive Land Use Plan. Staff will work with NCWRC to develop and gain approval on a contract funding agreement. A brief summary of the Partners for Green Growth funding is as follows:

- The purpose is to fund land use planning projects that address conservation of priority wildlife habitats. Our proposal is to use funding to develop and incorporate a conservation component into the Comprehensive Land Use Plan (in conjunction with the Plan update).
- The funding amount is $10,000.
- Invited full applications are due September 10 (non-competitive).
- 50% non-federal in-kind match is required. Our proposal is to calculate match using:
  - Staff time calculated at approximately $20.00 per hour: $2,500 (125 hours) for existing conditions inventory, site visits, conservation data analysis, coordination with consultant and NC Wildlife Resources Commission for integration of final conservation product within Comp Plan
  - 7.5 percent of County payment to consultant (total contract will be $100,000): $7,500 for conservation data analysis and conservation policy recommendation for inclusion into Comprehensive Land Use Plan
- Work must be completed within a year.
- Funds will be distributed as reimbursement (by September 16, 2016).
- Pender County is eligible for 40 hours of technical assistance from NC Wildlife Resources Commission as part of the funding.

Planning Staff appreciates your input throughout the process for these plan updates.