

Camden County Board of Commissioners
Special Meeting
November 6, 2024; 5:30 PM
Camden Public Library Boardroom
118 Hwy 343 North

Minutes

A duly-noticed special meeting of the Camden County Board of Commissioners was held at 5:30 PM on November 6, 2024 in the boardroom of the Camden Public Library in Camden, North Carolina.

Notice of Public Hearing as published in *The Daily Advance* newspaper on October 18, 2024 and October 25, 2024 and as posted on the Camden County web site.

Notice is hereby given that the Camden County Board of Commissioners will hold public hearings beginning at 5:30 PM on November 6, 2024 in the boardroom of the Camden Public Library located at 118 North Carolina Highway 343 North in Camden, North Carolina for the following:

Consideration of amending the conditional use permit (UDO 2010-08-17) and development agreement (Ordinance No. 2010-12-01), for the property described in the Camden County records as having the Parcel ID number 01.7081.00.03.6230.000 and 01.7071.00.74.7921.000. The property is zoned Planned Development (PD). A draft copy of the proposed amended conditional use permit and development agreement is available on the Camden County website at www.camdencountync.gov and at the Office of the Clerk to the Camden County Board of Commissioners, 330 East Hwy 158, Camden, North Carolina 27921.

Regardless of whether the County approves amending the development agreement and the conditional use permit, the property will remain zoned as Planned Development (PD).

All interested parties are invited to attend this meeting to speak regarding this item.

CALL TO ORDER

The meeting was called to order by Chair Troy Leary at 5:30 PM. Also Present: Vice Chair Ross Munro, Commissioners Randy Krainiak, Sissy Aydlett and Tiffney White.

Administration Staff Present: County Manager Erin Burke, County Attorney John Morrison and Clerk to the Board Karen Davis.

ITEM 1. CONSIDERATION OF AGENDA

Motion to approve the agenda as presented.

RESULT:	PASSED [5-0]
MOVER:	Troy Leary
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

ITEM 3. PUBLIC HEARINGS

A. Camden Lakes Properties Proposed Restated and Amended Development Agreement

Motion to open the public hearing.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

County Manager Erin Burke read the Public Comment Information Statement and presented the following introduction in regard to the scheduled public hearings:

Before you this evening you have two applications on behalf Camden Plantation Homes Inc. and Camden Plantation Properties Inc. The first application is an amended development agreement, the second is an amendment to the Conditional Use permit to reflect the proposed development agreement changes in the Master Plan. These proposals are before the Board as they are considered a Major Modification

Camden Plantation Homes Inc. and Camden Plantation Properties Inc. have worked extensively with staff and the County Attorney to review and fine tune these proposed documents.

The nature of the proposed changes centers around the recreation and open space identified in the original master plan. Centering mainly on the elimination of the proposed golf course. You will hear comments from the applicants as to why this change is being proposed and their intentions of providing more appealing services to their residents.

The proposals this evening set forth this evening do not include any additional density.

The Development agreement recognizes the acquisition of the water system from South Mills Water Association.

Additional alterations to the existing development agreement are enumerated in the Board's packet. The nature of these changes is primarily administrative and to add clarification for both parties.

and attached hereto as part of **Exhibit D** and addresses coordination of water and wastewater services with the Phasing Plan Schedule.”

b. Definitions.

Section 2.1 is modified to change “Camden Plantation” to “Camden Lakes”. All references to “Camden Plantation” in the Development Agreement are changed to “Camden Lakes”.

c. Exhibits

Exhibit A is replaced with **Exhibit A** attached to this Restated and Amended DA and incorporated herein by reference.

Exhibit B is replaced with **Exhibit B** attached to this Restated and Amended DA and incorporated herein by reference.

Exhibit C is replaced with **Exhibit C** attached to this Restated and Amended DA and incorporated herein by reference.

Exhibit D is replaced with **Exhibit D** attached to this Restated and Amended DA and incorporated herein by reference.

Exhibit E is replaced with **Exhibit E** attached to this Restated and Amended DA incorporated herein by reference.

d. Water/Sewer Services to serve Camden Plantation.

Under Section 3.1 of the Development Agreement, before Section 3.1.a., add:

“Water and Sewer service available to Camden Lakes is generally described on Sheet 6 of the 2024 Amended Master Plan and **Exhibit D**, and this Section is intended to more fully describe these services.”

The first sentence of Section 3.1.a. of the Development Agreement is revised to read as follows:

“*Water* Camden Lakes will be served with potable water by the County through its public water supply system and the County anticipates that potable water service will be available to Camden Lakes in sufficient quantity, quality and pressure as provided in **Exhibit D**.”

Section 3.1.b. of the Development Agreement is revised to read as follows:

“Section 3.1.b.1. Camden Lakes will be served by a sewer system by the County as provided in **Exhibit D**.”

New Section 3.1.b.2. of the Development Agreement is added to read as follows:

“If the County fails to timely provide public sewer service to Camden Lakes through its public sewer system in accordance with Section 3.1.b.1., CP shall have the right, but not a duty, in its sole discretion, to establish an alternative sewer system to serve Camden Lakes,

or contract with a third party to provide sewer service to Camden Lakes (an “Alternative System”), in which case this Section 3.1.b.2. shall apply. Should CP elect to establish an Alternative System, CP will be responsible for all aspects of the Alternative System and the County shall cooperate and assist CP in connection with ensuring sewer service is timely available to Camden Lakes, including but not limited to aiding CP when securing permits and establishing the Alternative System; however, the County shall not have any obligation to contribute financially to the Alternative System. CP shall have the right, consistent with North Carolina law, to assign various duties and obligations to one or more third parties connected with the Alternative System. In particular, should CP own the Alternative System and the Alternative System has been completed and is operating, CP shall have the right to transfer the ownership and/or operation of the Alternative System in accordance with State law. If CP owns the Alternative System, it may convey the Alternative System to the County, with the consent of the County, on terms and conditions acceptable to the Parties. CP and the County may form, from time-to-time, agreements between their respective sewer systems which promote best management and conservation practices.”

e. Educational Facilities

Section 3.3 of the Development Agreement is revised by adding at the end of Section 3.3 the following new paragraph:

“The Parties acknowledge that, as of the Effective Date of this Restated and Amended DA, and regardless of anything to the contrary in the Development Agreement, CP has paid thirteen (13) of the required twenty (20) payments annual of Capital Contributions for the benefit of the County’s public school system, and no more than twenty (20) payments of Capital Contributions shall be made.”

f. Stormwater System Design.

Under Section 3.4 and before Section 3.4.a., the following paragraph is added:

“Stormwater design and solutions at Camden Lakes is generally described on Sheet 5 of the 2024 Amended Master Plan and this Section is intended to more fully describe the design and solutions at Camden Lakes.”

Section 3.4.a.iii. of the Development Agreement is revised to delete the second sentence.

Section 3.4.a.vii. of the Development Agreement is revised to read as follows:

“Part of the stormwater management plan will include the ability to incorporate stormwater management features into the amenity system of Camden Lakes”.

g. Golf Course.

Section 3.5 of the Development Agreement is hereby deleted in its entirety.

h. Phasing and Development Schedule.

Section 5 of the Development Agreement is revised to change the words “four phases” to “three phases” in the first sentence.

At the end of the last sentence of Section 5, the following language shall be deleted:

“...however, in no event shall the intervals in the modified Development Schedule be greater than five (5) years.”

i. County Reviews and Approvals.

In Section 6, “DENR” shall be changed to “DEQ” and at the end of “Approved Utilities Agreement with the County” add “, if applicable.”

j. Vested Rights.

The last sentence of the first paragraph of Section 8 is revised to read as follows:

“Except for the County’s adoption or amendment of the County’s reimbursement policy or schedule for reimbursing private persons for the costs of constructing public infrastructure (which is more fully detailed on **Exhibit E**), laws, rules, regulations or policies adopted by the County or any of its boards, officials or staff enacted, adopted, formed or administered after the adoption of the Development Agreement, including but not limited to land use, streets, buffers, the division of land, grading, landscaping, water, sewer, stormwater, setbacks and signage, shall not directly or indirectly be applicable to any aspect of Camden Lakes. the development of Camden Lakes as currently approved. the Existing Camden Lakes Development Law or the Property until November 6, 2044, when the Restated and Amended DA expires.”

The following additional paragraph is added:

“Nothing in this Restated and Amended DA shall restrict, impair or modify CP’s common law or statutory vested rights to complete Camden Lakes. All such vested rights, including without limitation, rights vested under Chapter 153A and N.C. Gen. Stat. §§ 160D-108, 160D-108.1 and 143-755 shall continue.”

k. Review to Assess Compliance with this Development Agreement.

At the end of Section 9, add the following paragraph:

“As part of every review to assess compliance with the Restated and Amended DA, the Parties will exchange all information and plans, including projected milestones and timelines for delivery of County water and sewer services to Camden Lakes. The Parties acknowledge that providing County water and sewer services to Camden Lakes along with the properties along US 17, as identified in the County’s US 17 Master Plan, is mission critical to the success of this part of the County, and development of these properties has been unreasonably delayed by SMWA and the change of SMWA to the County as the water utility provider is a substantial change of circumstance which creates, for the first time, appropriate water and sewer planning and development to serve the northern US 17 Corridor of the County.”

l. Recordation of Amendment.

Section 11 of the Development Agreement is replaced in its entirety with the following:

“Pursuant to N.C.G.S. § 153A-349.11 and N.C.G.S. § 160D-1011, within fourteen (14) days after the Effective Date of this Restated and Amended DA, CP shall record this Restated and Amended DA with the Register.”

m. Term.

Section 12 of the Development Agreement is replaced in its entirety with the following:

“Pursuant to N.C.G.S. §§ 160D-1004 & 1006(a)(2), the term of Development Agreement is extended by this Restated and Amended DA and the Development Agreement and this Restated and Amended DA shall expire on November 6, 2044, which the Parties agree is a reasonable duration.”

n. Force Majeure.

Under Section 13.1 of the Development Agreement, between “embargoes” and “fire”, insert “pandemics, epidemics, major health crises.”.

o. Amendment and Cancellation.

Under Section 13.2, insert after the existing paragraph the following new paragraphs:

“Pursuant to N.C. Gen. Stat. 160D-1006(e), the Parties determined what constitutes minor and major modifications of this Restated and Amended DA. The following shall be minor modifications: (1) any change approved by the Board of Commissioners to the CUP and (2) any change approved by County staff administratively to the 2024 Amended Master Plan or CUP shall be a minor modification of the Restated and Amended DA. When such a change is approved by the County, CP shall prepare a written minor modification of the Restated and Amended DA and deliver the modification to the County Manager. The County Manager will review the written modification for conformity with the County’s approval and if the modification conforms to the approval, the County Manager will execute and return the modification to CP for recordation.

Separately, all changes to the Development Schedule shall be a minor amendment and these minor amendments shall not be recorded in the Register.

Other than the minor modifications described above, all other changes shall be major modifications of the Restated and Amended DA and shall follow the same procedures as required for initial approval of a development agreement.”

p. Severability.

Under section 13.4, delete the existing paragraph entirely and add the following new paragraph:

"If any provision of this Restated and Amended DA, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to accomplish the Parties' original intent to achieve the economic outcomes they intended to the greatest extent possible. In any event, invalidation of any provision of this Restated and Amended DA, or its application to any person, shall not affect any other provisions of this Restated and Amended DA or its application to any other person or circumstance, and the remaining portions of this Restated and Amended DA shall continue in full force and effect and the Parties shall cooperate to amend this Restated and Amended DA so as to achieve the economic outcomes intended by the Parties when they formed this Restated and Amended DA."

q. Exhibits

Insert as new Section 13.11:

Exhibits. The exhibits attached to this Development Agreement are fully incorporated, are material terms of the Restated and Amended DA, and shall be binding upon the Parties.

r. Construction

Insert as new Section 13.12:

Construction. The Parties agree that each Party and its counsel reviewed and revised this Restated and Amended DA and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Restated and Amended DA or any amendments or Exhibits hereto. This Restated and Amended DA shall be reasonably interpreted and construed to encourage, promote, and aid development of Camden Lakes so that the opportunities and positive community impacts of Camden Lakes are fully realized by the County, its citizens and CP.

s. Agreement to Cooperate Regarding Validity of the Restated and Amended DA

Insert as new Section 13.13:

Agreement to Cooperate Regarding Validity of the Restated and Amended DA. Notwithstanding a lack of standing or subject matter jurisdiction, a third person may attempt to initiate a lawsuit challenging the validity of this Restated and Amended DA or any provision thereof. In such an event, the County and CP agree to cooperate with and assist the other in responding to such litigation and defending the validity of this Restated and Amended DA and any provisions thereof; provided, however, each Party shall retain the right to pursue its own independent legal defense. In the event a third person or persons initiate(s) litigation against either County concerning Development Approvals or permits, and zonings related to Camden Lakes, the County consents to CP's intervention but reserves unto itself all rights to determine the County's strategies and defenses.

t. No Third-Party Beneficiaries

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Insert as new Section 13.14:

No Third-Party Beneficiaries. This Restated and Amended DA is intended for the benefit of the County and CP only. There are no other third-person beneficiaries of this Restated and Amended DA.

u. Verify

Insert as new Section 13.15:

Verify. The Parties shall comply with the State of North Carolina labor hiring requirements of Article 2 of Chapter 64 of the General Statutes, if applicable.

v. Estoppel Certificate

Insert as new Section 13.16:

Estoppel Certificate. Upon request in writing from CP to the County, the County will provide a Certificate in recordable form that confirms solely with respect to Camden Lakes or the portion of Camden Lakes described in the request that there are no known violations or breaches of this Restated and Amended DA and the Development Regulations and Laws applicable to the real property identified in the request, except as otherwise described in the Certificate. The County will respond to such request within ten (10) days of the receipt of the request. If the County does not respond to such request within said ten (10) day period, Camden Lakes or the portion of Camden Lakes described in the request will be deemed in compliance with all of the covenants and terms of this Restated and Amended DA and the Development Regulations and Laws applicable to the land described in the request. A Certificate of such conclusion may be recorded by CP, including a copy of the request and the notice of receipt, and it shall be binding on the County as of its date. Such notice shall have the same effect as a Certificate issued by the County under this Section.

w. Lenders

Insert as new Section 13.17:

Lenders. The County agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of Camden Lakes of which County has been given notice (each, a "Lender") with written notice of any default relating to Camden Lakes given by the County to CP. Each County agrees that notwithstanding anything to the contrary contained in this Restated and Amended DA, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

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

ATTEST:

COUNTY OF CAMDEN

By: Karen M. Davis
Clerk to the Board of Commissioners

By: Frank Harris
Chairman, Camden County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF Camden

This is to certify that on the 6th day of November in the year 2024, before me personally came Justin R. Boyd, who, being by me duly sworn, says that s/he is the Clerk to the Camden County Board of Commissioners and is the Chairman of the Camden County Board of Commissioners, a North Carolina County possessing powers of a unified government pursuant to N.C.G.S. § 153A-471, described in and which executed the foregoing; that s/he knows the corporate seal of said County, that the seal affixed to the foregoing instrument is said corporate seal, and the name of the unified government was subscribed thereto by the said Clerk and that the said corporate seal was affixed, all by order of the governing body of said County, and that the said instrument is the act and deed of said County.

WITNESS my hand and official seal or stamp, this the 6th day of November, 2024.

Notary Public

Stephanie B Jackson

My Commission Expires: 4/6/2026

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ATTEST:

CAMDEN PLANTATION PROPERTIES, INC.

By: Justin R. Boyd
Vice Secretary

By: Justin K. Boyd
President

Commonwealth of Virginia
STATE OF NORTH CAROLINA

County of Virginia Beach

I, Eleanor Cooper, a Notary Public of Virginia Beach County, North Carolina, do hereby certify that Justin R. Boyd personally came before me this day and acknowledged that he is the President of Camden Plantation Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by (her/him) self as its Vice Secretary.

WITNESS my hand and official seal or stamp, this the 6 day of November 2024.

Notary Public

Stephanie B Jackson

My Commission Expires: 4/6/2026

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EXHIBIT A Legal Description Parcel One Being a contiguous tract of land consisting of approximately 662.72 +/- acres (net of the exceptions described below), and being bounded on the West by the Eastern margin of the right of way of US Highway 17, on the Northwest by the Southern margin of the right of way of Secondary Road 1251 (McPherson Road), on the Northeast by the Western margin of the right of way of SR 1251, and on the South by the Northern line of the property of the now or formerly Dr. N.M. Forebee Estate, and the line of the now or formerly Whitson property and a ditch separating the property conveyed herein from a subdivided parcel, the said Southern line of the property herein conveyed being marked by a ditch running from the right of way of US Highway 17 to the right of way of Secondary Road 1251. EXCEPTED FROM THE FOREGOING are the following described parcels: (1) A parcel consisting of 13.54 acres, and being more fully described in a deed to D.P. and Joyce S. Medlin, and a survey of which is of record in Deed Book 86 at page 850. (2) A parcel consisting of 1.65 acres, and described in a deed to Carlton B. and Jean P. Bell, a survey of which tract is of record in Deed Book 86 at page 853. FURTHER EXCEPTED FROM THE FOREGOING are all those certain lots, pieces, and parcels of land set forth and numbered as 1 through 5, inclusive, on that certain plat of subdivision entitled, "Final Plat for Camden Plantation Phase 1B South Mills Township Camden County North Carolina," made by Patton Harris Rust & Associates, PC, dated November 17, 2005, and recorded in the Office of the Register of Deeds for Camden County, North Carolina in Plat Cabinet 5, Slides 55A, 55B, 56A and 56B. AND FURTHER EXCEPTED FROM THE FOREGOING all those certain lots or parcels of land set forth and numbered as 6 through 61, inclusive, Phase 1A, Camden Plantation Subdivision as shown and delineated on that certain plat of subdivision entitled, "Final Plat for Camden Plantation, Phase 1A South Mills Township Camden County North Carolina", made by Patton Harris Rust & Associates, PC, dated September 8, 2005, and recorded in the Office of the Register of Deeds for Camden County, North Carolina in Plat Cabinet 5, Slides 48A, 48B, 49A, 49B, 50A, 50B, 51A and 51B. Parcel Two That certain tract or parcel of land, situate in South Mills Township, Camden County, North Carolina, denominated as Tract 5 on a plat entitled in part "Camden Plantation Properties" under date of January 20, 2020, prepared by Bissell Professional Group and duly of record in Plat Cabinet 9, Slide 47, in the Camden County Public Registry (the "Tract 5 Plat"). The land conveyed herein consists of 13.56 acres by actual survey. There is specifically exempted from this conveyance an easement in the location identified by the shaded area appearing on the Tract 5 Plat and more particularly described as "VARIABLE WIDTH EASEMENT FOR WATER METERING STATION, WATERLINES AND ACCESS" and "50' ACCESS AND UTILITY EASEMENT FROM EXISTING RIGHT OF WAY" (the "Easement"). The Easement is in favor of the 13	
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	Grantor and South Mills Water Association and is for the limited purpose of providing egress, ingress and regress to the facilities located or to be located within the Easement for construction and maintenance. The Easement is permanent and shall run with the land. 14
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EXHIBIT B Master Plan [Amended PUD Master Plan dated October 14, 2024] (Provided Separately to the County) 15	
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	EXHIBIT C DISCLOSURES REQUIRED BY N.C.G.S. § 153A-349.6(a) (1) A legal description of Camden Lakes and the names of its legal and equitable property owners. See <u>Exhibit A</u> for legal description. The Property is owned by Camden Plantation Properties, Inc., and is under contract for sale and development to Camden Plantation Homes, Inc., both of which are wholly owned subsidiaries of Boyd of North Carolina Corp. (2) The duration of this Development Agreement is twenty (20) years from the Effective Date of this Restated and Amended DA, which expiration date is November 6, 2044. (3) The development uses permitted on Camden Lakes, including population densities and building types, intensities, placement on the site and design, are as permitted on the 2024 Amended Master Plan approved by the County. See <u>Exhibit B</u>. (4) A description of public facilities that will service Camden Lakes, including who provides the facilities, the date any new public facilities, if needed, will be constructed and a schedule to assure public facilities are available concurrent with the impacts of Camden Lakes: Potable Water – Camden County or other third parties approved by CP and the County. Wastewater Treatment – The County or CP or other third parties approved by CP. In the alternative, CP may develop its own private sewage system and the design and construction of such system would be approved by NCDEQ and the County. (5) A description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property. See <u>Exhibit B</u> and any dedications required by NCDOT. (6) A description of any conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety or welfare of its citizens. <u>Not applicable</u>. (7) A description, where appropriate, of any provisions for the preservation and restoration of historic structures. <u>Not applicable</u>. 16
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EXHIBIT D PHASING SCHEDULE 1. <u>Context: Water Utility Infrastructure Required.</u> Camden Lakes arose out of the County's request for proposals to achieve the County's goal to discourage low-density residential development and to create an expectation for "smart growth" mixed-use communities with higher-density residential development where all uses support and strengthen each other -- apartments, medium density single family residences, townhomes, condominiums, recreational amenities and commercial are developed compactly and integrated with each other. No other development approved by the County is like Camden Lakes. For the US 17 Corridor development shown on the County's Comprehensive Plan, as well as on the County's US 17 Corridor Master Plan to occur -- which plans show Camden Lakes to be an integral part of these plans -- the County must develop sufficient potable water and wastewater services to develop this area of the County. The County expected South Mills Water Association (SMWA), through a grant from the Golden Leaf Foundation, to provide such potable water service to this area, while the County concentrated on upgrading the County's wastewater service. Based upon information available in 2010-2011, CP believed that SMWA would, particularly in cooperation with the County, have the ability provide adequate water service, but CP might need to establish its own private wastewater system. Therefore, the Conditional Use Permit (CUP) and Development Agreement approved by the County in 2011 recognized that SMWA would be the likely provider of potable water service to Camden Lakes and CP would likely establish its own private wastewater system. Unfortunately, SMWA did not provide water service to this area of the County in sufficient quantity, quality, or pressure to develop Camden Lakes and in 2024, the County acquired SMWA's assets and undertook the duty of providing potable water to the northern US 17 Corridor. Currently, the County is the sole provider of public water and wastewater service for the entire County. To better plan and develop water and wastewater capacity, the County adopted a 30-month moratorium on residential development and recognized several established exemptions to the moratorium, which included a promise made in 2019 by SMWA to CP that SMWA had capacity to serve 109 residential lots in Camden Lakes and CP, in reliance upon this promise, had paid SMWA water taps for 109 lots. CP's right to develop all of Camden Lakes vested via the 2011 Development Agreement and the CUP. While a Phasing Schedule is not required by current State law or the County's current UDO, the current UDO references as one of the purposes of a development agreement is to establish a schedule for development. A Phasing Schedule is a projection of a future which involves unknowns and externalities outside the control of the Parties. Having experienced over a decade without adequate potable water service to serve Camden Lakes and with a current moratorium on residential development imposed, the Parties recognize there are substantial uncertainties with any phasing schedule. Without potable water and wastewater services with adequate capacity operating at public utility industry standards available to Camden Lakes, development cannot commence at Camden Lakes. 17	The purpose of the Phasing Schedule and Reservation of Capacity is to provide a realistic approach for the Parties to plan together and coordinate public infrastructure development with developing Camden Lakes. 2. <u>Phasing Schedule and Reservation of Capacity.</u> CP provided a phasing schedule which is based upon current conditions in the marketplace, adoption of the Second Amended CUP, and the immediate availability of sufficient public water and sewer to complete Camden Lakes. CP acknowledges the assumption of sufficient public water and sewer to complete Camden Lakes is not reality in 2024. Development of public water and wastewater capacity to serve Camden Lakes is outside CP's control and CP lacks sufficient information to project when these public services will be available to Camden Lakes for its completion. Recognizing that Camden Lakes' development has been stymied for over 13 years by inadequate public water service, Camden Lakes was approved through an extended review and approval process where the County intended to encourage smart growth, and Camden Lakes' development is critically important to the County's US 17 Master Plan, the County agrees that CP and Camden Lakes will receive a reservation of capacity in public water service as follows: A. CP has reserved capacity and acquired water taps allowing CP to connect immediately 109 residential lots to the County's potable water system and for those lots to receive immediately potable water service with sufficient quantity, quality and pressure to satisfy public utility standards and practices. CP has reserved and acquired capacity in the County's wastewater system allowing CP to connect immediately 109 residential lots to the County's wastewater system and for those lots to receive immediately wastewater service that satisfies public utility standards and practices. B. Additional public water service to CP and Camden Lakes shall be provided as follows: Beginning on January 5, 2025, the County will send to CP each January 5 until development of Camden Lakes is complete written notice of the maximum amount of public potable water service capacity available to Camden Lakes for development of residential development at Camden Lakes. When calculating the amount of public potable water service available to CP and Camden Lakes, the County will prioritize development of Camden Lakes over all other residential development in the County except for those residential lots which are exempted from the County's current moratorium under 160D-107(c). Beginning on February 5, 2025, CP will send written notice to the County each February 5 until development of Camden Lakes is complete of the maximum number of residential lots and identification of those lots CP intends to begin developing in that year and the maximum number of water taps CP intends to purchase for that year. Upon receipt of such notice from CP, the County will reserve capacity for the number of lots CP intends to begin developing that year so long as the amount does not exceed the County's potable water system capacity. Upon such reservation of capacity, the capacity will remain reserved for CP to use at Camden Lakes for three years after CP sends notice of its intent to develop the lots. For any lots for which a building permit has been issued during that 3-year period, the capacity will be reserved for another year. Upon purchasing water taps, the capacity and CP's right to connect residential development to the County's potable water system becomes irrevocable and is exempted from all moratoria. 18
The residential component of the Phasing Schedule shown on Page 7 of the 2024 Amended Master Plan shall be automatically amended each year to reflect the water capacity available to CP for residential development and CP's updated annual development schedule. All such amendments shall be minor modifications and not recorded in the Register. B. The same procedure stated above concerning the County's public potable water capacity shall apply to the County's public wastewater service capacity unless CP elects to develop its own wastewater system. C. At all times, the County's potable water service in sufficient quantity, quality and pressure shall be available for commercial development at Camden Lakes. Nothing herein is intended to impede collaboration between the County and CP, or to expedite or improve provision of public water and wastewater services to Camden Lakes and the other development identified in the County's US 17 Master Plan and its Comprehensive Plan. 19	EXHIBIT E COUNTY'S CURRENT REIMBURSEMENT POLICY AND SCHEDULE The County has not adopted any policy or schedule permitting reimbursements to third parties of their expenditures related to development of public infrastructure or facilities; however, the County has such authority. If reimbursement policies or schedules are adopted by the County in the future, such policies or schedules shall apply to CP and Camden Lakes, if they would otherwise be applicable in the absence of this Restated and Amended DA. 20

Mr. Cooke included the two substantial changes in circumstance that led to the requested amendment:

- The County’s acquisition of the assets of South Mills Water Association
- The changes in recreation preferences over time.

Justin Boyd, President, Owner and Developer for Camden Lakes addressed the Board and requested their support for the proposed amendments.

Chair Leary opened the floor for public comments.

Vickie Stafford of South Mills requested to yield her 3 minutes to her husband, William Stafford. Chair Leary granted the request.

William Stafford of South Mills addressed the Board and included the following concerns in his comments:

- The partnership between the County and Camden Lakes Properties
- Lack of representation for concerned citizens
- Future use of the recreational property
- Stormwater drainage
- Disconnect between the Board and the citizens
- Continued changes to the development plan

Marcella Whitson of Virginia Beach and property owner on Culpepper Road together with Meredith Whitson addressed the Board. Meredith Whitson expressed concerns in regard to stormwater drainage.

Melissa Linton of South Mills addressed the Board to request that the Board deny the proposed amendment. Ms. Linton included the following concerns in her comments:

- Sewer and Water
- Advantages given to the developers over the citizens
- Property rezoning explanation requested from the County

Mary Turak of South Mills addressed the Board and included the following concerns in her comments:

- 5:30 Meeting Day / Time
- Board being paid for an additional meeting

Motion to close the public hearing.

RESULT:	PASSED [5-0]
MOVER:	Troy Leary
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

Vice Chair Munro requested that County Attorney John Morrison address the rezoning to which Ms. Linton referenced.

Mr. Morrison was unsure as to the rezoning situation referenced by Ms. Linton but offered to speak with her in regard to that matter. In addition, Mr. Morrison provided historical background on the Camden Lakes development and further explained that the requested amended agreement primarily will allow Camden Lakes to replace the planned golf course with open space. Mr. Morrison reminded the Commissioners that the County is locked into the current contract but they do have the authority to amend it if the request is consistent with the Unified Development Ordinance.

Manager Burke clarified that although the significant requested change is the removal of the golf course, there is other proposed language that clarifies the agreement, specifically by removing the language regarding South Mills Water Association in addition to other administrative details.

Vice Chair Munro requested that Mr. Boyd provide further information on the proposed open space. Mr. Boyd explained that the plan is to establish some paths and leave what was to be the course area natural; mixed path of paved and gravel with an intent to leave the area in as natural a state as possible.

Commissioner Krainiak inquired as to the maintenance of the easement and stormwater concerns.

Ken Merner with Boyd Homes addressed the Board and explained that all of the stormwater permits have been secured for the entire project and are still in effect.

Ms. Whitson requested that she would like to have in writing the commitment for the water to be retained.

Macon Whitson expressed additional concerns in regard to stormwater drainage and ditches on their property that are not maintained.

Mr. Morrison clarified once again that what was currently before the Board is the question of the removal of the golf course and replacing it with the park. All the permits required by law for the development have been obtained.

Vice Chair Munro addressed the concerns that had been voiced in regard to Commissioner pay for the extra meeting. Mr. Munro stated that he will not submit a request of pay for the meeting.

Ms. Turak addressed the Board and questioned how the tax base will be affected by not having the planned golf course.

Manager Burke explained that golf course communities are no longer in demand as they once were due to maintenance costs.

Commissioner Krainiak added that an open space is much better than a bankrupt golf course and reiterated that there will be no increase in the number of homes.

Mr. Stafford inquired as to whether this is a legislative hearing and if this hearing pertains to the development agreement itself. He also inquired as to the applicant’s right to elect the version of the UDO that applies to each development application permit.

Mr. Morrison explained that the purpose of this hearing is for the Board to decide whether or not the County will amend the contract, which is a discretionary decision of the Board. He also again clarified that this hearing pertains to the development agreement as to whether or not the golf course will be removed and replaced with the park. In regard to the UDO, Mr. Morrison confirmed that a key component to any development agreement is the option of the developer to choose the version of the UDO that is in place at the time that the agreement is entered into. However, if the UDO has been amended, the developer has the option to construct pursuant to the amended UDO.

In regard to the Conditional Use Permit, Mr. Morrison explained that this decision is not discretionary. If the Board finds that the proposed amendment is consistent with the requirements of the Unified Development Ordinance, the request must be approved.

Vice Chair requested that Macon Whitson come to the podium and asked that Mr. Whitson clarify the location of the ditch of concern and whether or not he maintains the ditch. Mr. Whitson confirmed that the ditch is located on his property but no one maintains it. He also inquired of Mr. Morrison if the Board could negotiate this issue into the agreement.

Mr. Morrison explained that it could not be under consideration at the meeting as no notice had been given and would require additional information from engineers. Upon further questioning by Mr. Whitson, Mr. Morrison suggested that he meet with Mr. Whitson to discuss his concerns, so long as the Board agreed with him doing so.

Motion to approve the proposed Restated and Amended Development Agreement for Camden Lakes Properties.

RESULT:	PASSED [5-0]
MOVER:	Randy Krainiak
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

B. Camden Lakes Proposed Amended Conditional Use Permit

Motion to open the Public Hearing.

RESULT:	PASSED [5-0]
MOVER:	Troy Leary
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

County Manager stated that Conditional Use Permit that the Master Plan reflects the removal of the golf course as discussed during the public hearing for the development agreement.

County Attorney Morrison explained that this public hearing is a legal decision, which requires testimony under oath as well as exhibits presented into evidence and received into evidence. In addition, testimony outside of expert witnesses cannot be competent evidence to be considered by the Board.

Clerk to the Board Karen Davis administered the oath for quasi-judicial procedure to individuals planning to provide testimony during the hearing.

Attorney Morrison: Mr. Cooke, you have an application to submit. You’ve already sent that to the Board, correct?

John Cooke: That’s correct.

Attorney Morrison: All right, I think that needs to be offered into evidence at this point. Mr. Chairman, do all the commissioners have copies of the proposed Conditional Use Permit amendment?

Chair Leary: I believe we do, yes.

Attorney Morrison: All right. Are you offering that into evidence at this time?

John Cooke: Yes, we would move the application into evidence.

Attorney Morrison: And that was prepared by yourself and experts?

John Cooke: It was prepared by me and our client and then experts independently looked at issues and the standards in your ordinance and then rendered opinions about it.

Attorney Morrison: All right, so will it be useful to you in explaining your request?

John Cooke: Yes.

Attorney Morrison: It will?

John Cooke: Yes.

Attorney Morrison: All right, it is relevant Mr. Chairman and my recommendation would be the Board should at this point receive that into evidence. And Madam Clerk, the record should reflect it is received into evidence. Okay, so Mr. Chairman, you have to make a ruling and let it be received into evidence.

Chair Leary: All right, I make a ruling to make it received into minutes; into evidence, yes.

Attorney Morrison: All right, it’s into evidence.

John Cooke: Are we ready to proceed? Again, Mr. Chairman and members of the Board, I am John Cooke. I do represent Camden Plantation in connection with Camden Lakes. You’ve already heard the information about the development agreement so I’m not going to repeat that. I would incorporate my statements that I made about the development agreement already into the evidence here, my presentation. But what we did when we prepared the application for the CUP amendment, was we went through every one of your adopted policies and we went through the UDO and with detailed in our application, specifically the paragraphs and the language in your adopted comprehensive plan, corridor US 17 study and the UDO, that shows that the proposal which is nothing more than removing the golf course, having passive recreation and open space in that place, reducing the number of housing units by ten, and building in more flexibility for what will be actually the active recreation. So we had to amend the CUP to comply with the ordinance. That’s all we’re doing here. Your CUP Ordinance requires us to address some very specific standards and that’s what we’re doing. So we did it in our application but we also independently...I retained experts to give opinions about various issues that are stated in your ordinance for CUP. In particular, I retained Mr. Richard Kirkland who is going to testify briefly because we provided written reports prepared by our experts back on October 25th. So you have already their analyses, their written reports. What Mr. Kirkland’s background is, he’s a land appraiser. He’s an MAI and he has undertaken an evaluation in real estate market analysis to determine whether or not these small changes would actually substantially adversely impact values. And his conclusion and he will testify, is it does not substantially affect property values. In his report, and if you want to ask him questions about golf courses in addition to what the manager has already said, he has detailed very specific experiences of failed golf courses and the adverse impact it does have on property values. What we’re trying to do is avoid that outcome for everybody. He’s going to come and testify. The second expert I retained is Mr. Ken Merner. We retained Mr. Merner, who has already spoken to you once. He is with Boyd but Mr. Merner knows more about this project than anybody else because he’s been working on it from the beginning. So it didn’t make much sense to go retain somebody else when we already had that information. And Mr. Merner will address the remaining standards for the permit. And upon them addressing that, and any questions you might have, that would be our evidence in chief. That would be evidence that we would take the position makes a prima facie showing, entitling us to the amendment of the permit. I would like to reserve, depending on what might

be said, reminding that people are under oath in this proceeding, unlike the other proceeding, the right to either...sometimes I have to object and I don't like to do that, but also the right to rebut if I have to say something in response.

Attorney Morrison: Now we need a finding that the application is complete. Madam Manager, have you...

Manager Burke: I can be sworn. Do you want me to be sworn in first?

Attorney Morrison: Yeah. Madam Clerk, would you swear in the manager?

Clerk to the Board Karen Davis administered the required oath to County Manager Erin Burke.

Attorney Morrison: If everybody's all right, she'll just testify from here. I'm going to have her testify right here. Okay. Would you give us your name for the record, please?

Manager Burke: Erin Burke.

Attorney Morrison: And you're my boss. Is that right?

Manager Burke: The Board is. We work in partnership.

Attorney Morrison: Yeah but I'm scared of you. All right, give us your background in Planning and the Camden UDO and in particular whether or not applications such as this are complete or not.

Manager Burke: Yes, sir. I have my Bachelor's Degree in Urban and Regional Planning. I was employed by the Town of Manteo from 2004 to 2016 as the Town Planner. After that point I was employed by the City of Williamsburg from 2016 to 2022 when I took the position of County Manager for Camden County.

Attorney Morrison: All right and have you reviewed this particular application that is before the Board tonight?

Manager Burke: Yes, sir.

Attorney Morrison: And are you familiar with the Camden County Unified Development Ordinance and its requirements as would impact this application?

Manager Burke: Yes, sir.

Attorney Morrison: Do you have an opinion as to whether or not this application is complete?

Manager Burke: I find the application to be complete.

Attorney Morrison: Thank you. Any questions? All right, we are free to go forward, Mr. Chairman.

Chair Leary: Okay.

Rich Kirkland: Good evening. I name is Rich Kirkland with Kirkland Appraisals. I'm a North Carolina State Certified General Appraiser. I've been appraising in North Carolina for about 28 years. I'm also certified in about 14 other states because we do impact analyses all over the country really for a wide range of different things. We look at schools, churches, rock quarries, solar farms, cell towers, things like that. So we're very familiar with the process. I also have an MAI designation through the Appraisal Institute. It's the highest designation they offer for advance studies, peer review process and just to further credentials for that.

Attorney Morrison: Excuse me, sir, before you go on. Does the Board have any questions relevant to his qualifications?

Chair Leary: No.

Attorney Morrison: All right, it will be my recommendation, Mr. Chairman, you make a finding he can testify as an expert in this field. That does not require you to believe him, but it does allow him to give an opinion. As your counsel, it will be my opinion that almost any Court would find him as an expert in this field.

Chair Leary: So agreed.

Attorney Morrison: Okay. So for the record he's qualified as an expert and may render an opinion. All right, thank you.

Rich Kirkland: Thank you. I delivered a report, I believe you got a copy of it, dated October 23. It's an accurate, true report. And my conclusions are, as stated in there, the proposed changes to the recreational amenities and reduction of the ten housing units will not substantially injure the value of adjoining property and will be in harmony with the intensity to scale and character of development, existing or planned, in the surrounding area. I'd be happy to go over the details or how I came to that conclusion or discuss anything in there. But just to keep this short and sweet, that was our conclusion from that.

Attorney Morrison: Would you state that conclusion again, please?

Rich Kirkland: That the proposed changes to the recreational amenities and reduction of the ten housing units is not going to have a substantial impact on adjoining property values.

Attorney Morrison: What about removal of the golf course?

Rich Kirkland: Yeah, that's what I mean the change in the recreational. So the removal of the golf course, turning it into a park or passive recreation, some pickleball courts and things like that, that's going to be very consistent. And as detailed in the report, we talked a lot about golf courses. I've personally dealt with three different golf courses that failed and a fourth one that had gone through bankruptcy. It eventually came back but during those interims and during those processes, home values, home development, all that was critically injured during that time period.

Attorney Morrison: So would it be your expert opinion that if a golf course fails, it would diminish property values of the development and potentially adjacent properties?

Rich Kirkland: It could have a substantial impact on adjoining property values. I won't say that it would, but it could.

Attorney Morrison: All right, thank you. Mr. Chairman and members of the Board, at this point you can ask him any questions you would like.

Chair Leary: Any questions from the Board?

Vice Chair Munro: No, sir.

Rich Kirkland: Thank you.

Chair Leary: Thank you.

John Cooke: With this testimony I'd like to move the introduction of his report into evidence, also.

Attorney Morrison: My recommendation, Mr. Chairman, is you receive into evidence his report.

Chair Leary: Received into the report.

Ken Merner: Good evening, again. I'm Ken Merner with Boyd Homes. I've been intimately involved in this project since its conception in 2004.

Attorney Morrison: Excuse me, sir. What is your position with Boyd Homes?

Ken Merner: I am Vice President of Engineering.

Attorney Morrison: Are you an engineer yourself?

Ken Merner: No, I am not.

Attorney Morrison: Could you give us your educational background, please?

Ken Merner: My educational background is spending approximately 20 years in college and also training with several engineering firms.

Attorney Morrison: All right, what did you take your college degree in?

Ken Merner: Engineering.

Attorney Morrison: Okay.

Ken Merner: I have a background in it.

Attorney Morrison: Okay. You don't practice engineering but you're familiar with engineering science.

Ken Merner: Yes, sir that's true.

Attorney Morrison: Okay. What is it you wish to testify about?

Ken Merner: Well I prepared the report dated October 24th that you have a copy of there. The report is accurate and true and my conclusions are that the amendment to the CUP does not endanger the public health, safety and Camden County laws allow the development shown on the Revised Master Plan and the CUP Amendment, the changes proposed and the revised CUP promotes harmony in the area where Camden Lakes is located and the requested change to the CUP conforms with the County-adopted plans and amendment, reduces the demand for public water and other county public facilities.

Attorney Morrison: And what did you base that opinion on?

Ken Merner: The UDO; review of the UDO was one of the parts. When we developed the property we made sure that the project conformed to the UDO, which is the process that we handled back in 2010 and back in 2020, as well.

Attorney Morrison: All right. And are you aware of any public safety hazard that would come from this?

Ken Merner: I'm not aware of any.

Attorney Morrison: All right. And in your experience and you are a developer as well as a trained engineer. Is that correct?

Ken Merner: I am, and also a broker; a real estate broker.

Attorney Morrison: Have you ever testified in court or any other proceedings such as this before?

Ken Merner: Yes, I have.

Attorney Morrison: Approximately how many times?

Ken Merner: I'd say two times.

Attorney Morrison: Okay. Mr. Chairman, you may accept this witness as an expert, capable of rendering an opinion. But you need to make that finding.

Chair Leary: So moved.

Attorney Morrison: Okay. Madam Clerk, let the reflect that Mr. Merner qualified as an expert for purposes of this testimony and therefore can render an opinion. All right, do you have anything else for us sir?

Ken Merner: No, but I'll be glad to answer any questions that you may have.

Chair Leary: Any questions from the Board?

Ken Merner: Thank you.

Chair Leary: Thank you.

John Cooke: Likewise I would move his written report into evidence. He also has at the end of his report, along with Mr. Kirkland's report is a detailed resume of his background and experience that makes him an expert. So I would ask that the Board would receive his report provided to the County back on the 25th of October.

Attorney Morrison: All right, Mr. Chairman the report has been offered into evidence. You need to make a finding that it is accepted into evidence.

Chair Leary: So moved it is found into evidence.

Attorney Morrison: Do you have any other showing, John?

John Cooke: That is our prima facie showing.

Attorney Morrison: Okay, thank you. At this point, Mr. Chairman, anyone else can testify. You have to be sworn under oath and your testimony would be limited to contradicting these two witnesses said or their reports. And I caution you, and I'm not being disrespectful, I'm just explaining the rules of the game. If you are not an expert in this field, the commissioners I'm sure will be polite and listen to you, but they cannot take into account what you're saying because it would not be competent evidence.

William Stafford: Question, sir.

Attorney Morrison: I'm listening to what you said.

Commissioner White: Can you come to the mic, please, so we can have a recording?

William Stafford: I'm not attorney and in a quasi-judicial hearing, I understand that I'm given certain latitude because I am not an attorney. These guys have to be on point. They have to be exact. I do not.

Attorney Morrison: You're not given latitude. If something requires expert testimony and you are not an expert in that field, for example, an engineer, appraiser or something like that.

William Stafford: Can I present evidence not associated with what they're talking about?

Attorney Morrison: How would that be relevant?

William Stafford: Well Mrs. Burke, the Planner is not here so I guess this question is for you. Are you familiar with...

Attorney Morrison: Wait a minute...

William Stafford: I'm sorry.

Attorney Morrison: I'm sorry, too. I do not want to be rude. I live in Camden, I love everybody in Camden. But there are certain rules of the game we've got to play by.

William Stafford: Absolutely.

Attorney Morrison: So what is it you wish to present evidence on? And you can question these gentlemen that have testified. You can question Mrs. Burke but it has to be with regard to what they have said.

William Stafford: Exactly what they've said. I can't present any other evidence?

Attorney Morrison: Well go ahead and try and I'll tell you ---. (inaudible) If he's just asking questions he does not have to be sworn in.

William Stafford: Are you familiar with North Carolina General Statute 153A-323?

Manager Burke: Not by memory, no sir.

William Stafford: Okay I wasn't either until I started researching all this stuff.

Attorney Morrison: Now you're testifying, but you've got to ask questions.

William Stafford: I'm sorry?

Attorney Morrison: You can only ask questions at this point.

William Stafford: Oh okay, okay. Well I'll just do that. I can't present evidence either?

Attorney Morrison: You can present evidence, but if you cross examine a witness we do one thing at a time.

William Stafford: Okay. Can I present this to you or who do I present it to?

Attorney Morrison: What is it?

William Stafford: Well in relation to this development they have to notify the military base within five miles. Northwest Radio, Northwest Annex, whatever you choose to call it, is within five miles of this development. So they've not been given due process.

Attorney Morrison: All right, I don't have any knowledge whether they have or haven't. What is before the Board is that the application was complete.

William Stafford: Okay. I'm good to go. Actually the previous decision told us what we needed to know. We don't add up in this situation at all. Thank you, sir.

Attorney Morrison: Thank you, sir. If there's no other evidence for cross examination, Mr. Chair, it would now be time for a motion and a vote.

Vice Chair Munro: I make a motion to close the Public Hearing.

Clerk to the Board: I do have people that have signed up. I don't know if they still want to based on his instructions.

[outbursts from the audience]

Clerk to the Board: Is there anyone who signed up that still wants to speak based on the attorney's instructions? Anyone?

There were no additional public comments offered.

Motion to close the public hearing.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

Motion to approve the proposed Camden Lakes Properties Amended Conditional Use Permit.

RESULT:	PASSED [5-0]
MOVER:	Randy Krainiak
AYES:	Troy Leary, Ross Munro, Randy Krainiak, Sissy Aydlett, Tiffney White

004 2024 Second Amended Master Plan Camden Plantation Page 1 of 7 WBD (US) 4862-2442-3922v1	Filed: August 22, 2024 SECOND AMENDMENT TO CONDITIONAL USE PERMIT UDO 2010-08-17 The Board of Commissioners for County of Camden, North Carolina, having held a public hearing on Wednesday, November 6, 2024, to consider an application (004 2024) for an Amendment to the Master Plan for Camden Plantation Properties, Inc. approved under Conditional Use Permit (UDO 2010-08-17) recorded in Book 292, Pages 648-658 in the Camden County Register of Deeds ("Register"), as amended by Amendment to Conditional Use Permit UDO-2010-08-17 recorded in Book 390, Pages 720-722 in the Register (collectively the "CUP"), and having heard all of the evidence presented at the hearing makes the following FINDINGS OF FACT and draws the following CONCLUSIONS: The CUP be amended as follows: Under Conclusions: I. The applicant presented competent, material and substantial evidence that constituted a <i>prima facie</i> showing of entitlement to the amendment of the CUP. II. The evidence in the record supports amending the CUP and the CUP should be amended as follows: Under Finding of Facts: A. New Finding of Fact: "The applicant introduced competent, material and substantial evidence that the special use proposed by the second amendment (1) will not endanger the public health or safety at the proposed location, (2) complies with all applicable law, (3) will not substantially injure the value of adjoining or abutting lands, (4) will be in harmony with the area in which it is to be located, (5) will be in conformity with the Land Use Plan or other officially adopted plans and (6) will not exceed the county's ability to provide adequate public facilities, including but not limited to schools, fire and rescue, law enforcement, and other county facilities. The Board of Commissioners finds (1) the applicant admitted
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004 2024 Second Amended Master Plan Camden Plantation Page 2 of 7 WBD (US) 4862-2442-3922v1	into evidence the report and testimony of Richard C. Kirkland, Jr. MAI and State Certified General Appraiser, (2) Mr. Kirkland's opinion was that the modest changes to the CUP proposed by the amendment will not substantially injure the value of adjoining property and will be in harmony with the intensity, scale, and character of development existing or planned in the surrounding area, (3) Mr. Kirkland's report and testimony is prepared by a witness qualified as an expert in the area of property appraisal and values, was not speculative, but was based upon data and information, and Mr. Kirkland used accepted methodologies and principles reliably when forming his opinions. The Board finds Mr. Kirkland's report and testimony believable and persuasive. The Board finds the application for amending the CUP permit submitted to the County on August 22, 2024 and admitted into evidence is accurate and complete. The Board of Commissioners finds (1) the applicant admitted into evidence the report and testimony of Kenneth S. Merner, (2) Mr. Merner's opinions were that granting the amendment will not materially endanger the public health and safety, complies with all required standards, conditions and specifications of the County's UDO, will be in harmony with the area in which it is located, generally conforms with the County's adopted policy guidance and will not exceed the County's ability to provide adequate public facilities, (3) Mr. Merner is an expert qualified in the area of evaluating impacts of development on adjoining properties and public infrastructure, (4) Mr. Merner used specific data and information which he has gathered through nearly two decades of personal knowledge of the subject property, the development approvals for Camden Lakes, the development near the subject property, the County's development regulations and policies and the County's infrastructure, (5) Mr. Merner's opinions were formulated by using reliable principles and methods reliably, and provided expert evidence which was helpful to the Board and Board finds the evidence presented by Mr. Merner is true and persuasive. Therefore, The Board of Commissioners finds that the applicant's evidence constituted a <i>prima facie</i> showing of entitlement, is persuasive, supports approving the second amendment to the CUP and the Second Amendment to Conditional Use Permit (UDO-2010-08-17) is approved." B. All Findings of Facts stated in the CUP are reaffirmed, restated, and brought forward as Findings of Fact in this Second Amendment except the following findings add to and supplement the Findings of Fact in the CUP: a. Item 11: "Camden Lakes Amended PUD Master Plan dated October 14 , 2024, including revised sheet 9 (the " 2024 Amended Master Plan")." b. Item 12: "August 22, 2024." c. Item 14: "Amber Curling, Planning Director." d. Item 15: Per the Planning Director, no submittal fee is charged. e. Item 16: "The application for the Second Amendment is complete under section 2.2.4.G. of the UDO." f. Item 19(A): "The phases are shown on the 2024 Amended Master Plan." g. Item 18: "N/A. Staff conducted review and prepared Staff Report under sections 2.2.5.B. and 2.3.22.4. of the current UDO." h. Item 19(B): "2024 Amended Master Plan." i. Item 19(D): "N/A."
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004 2024 Second Amended Master Plan Camden Plantation Page 3 of 7 WBD (US) 4862-2442-3922v1	j. Item 23(A): "Approximately 610.92 acres." k. Item 23(B): "1662." l. Item 26(B): "Yes, with the alternative of a private sewage system." m. Item 28(D)(3): "Yes, the Second Amendment complies with the County's Camden County/US 17 Corridor Master Plan." Under Conditions of approval: A. Change Condition 2 to read as follows: "The applicant shall complete the development strictly in accordance with (i) the approved 2024 Amended Master Plan approved by the Board of Commissioners of Camden County, North Carolina and contained in file titled <i>[Insert file name for 2024 Amended Master Plan]</i> and (ii) pursuant to the terms of the CUP, as amended, and the development agreement signed and recorded on February 14, 2011, as amended. Pursuant to the amended development agreement and N.C.G.S. §§ 160D-108 and 143-755, an applicant seeking a development approval will have the right to elect the version of the County law that applies to each development application, permit or approval as follows: (i) the version existing on February 14, 2011; (ii) the version of County law existing when the applicant submits its application for a development approval; or (iii) the version adopted before a permit or approval decision has been made will apply to a pending application, permit or approval. All changes described in the Conditions of Approval of this Second Amendment of the CUP as minor modifications or amendments shall be administratively reviewed and approved by County staff subject to administrative appeal pursuant to section 2.3.5 of the UDO." B. Change Condition 4(b) to read as follows: "The 2024 Amended Master Plan averages phases at 5-year increments and UDO does not require phasing. See, N.C.G.S. §160D-1006(b)." C. Change Condition 4(c) to read as follows: "The 2024 Amended Master Plan provides for commercial development." D. Change Condition 4(d) to read: "Intentionally deleted" E. Change Condition 6 to read: "Intentionally deleted" F. Change Condition 8 to replace "Master Plan" with "the 2024 Amended Master Plan" in the first and second sentences, delete "or at the discretion of the Administrator or the request of the Developer, may be referred to the approving body" and insert in place of the deletion "subject to administrative appeal pursuant to section 2.3.5 of the UDO." G. Change Condition 9 to read as follows: "Camden Lakes may include various outdoor/indoor recreational courts, fields, and areas for active or passive enjoyment with accessory uses and structures and shall include at a minimum:" H. Change Condition 9(a) to read "Intentionally deleted". I. Change Condition 9(d) to read "Outdoor organized recreation area". J. Change Condition 13 to replace "TV" with "3."
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004 2024 Second Amended Master Plan Camden Plantation Page 4 of 7 WBD (US) 4862-2442-3922v1	K. Change Condition 21 to read as follows: "There shall be no land disturbing activity prior to an approved NCDEQ Storm Water Permit, Erosion & Sedimentation Control Plan, Camden County engineer approval on drainage plan, and Preliminary Plat approval. Each preliminary plat and commercial site plan shall require such review and approval. As set of "as-built" stormwater plans, signed and sealed by a North Carolina professional engineer, shall be submitted prior to final plat approval." L. Change Condition 23 to replace "Master Plan" with "2024 Amended Master Plan". M. Change the first sentence of Condition 25 to replace "shall" with "may" and "NCDENR" with "NCDEQ". N. Add the following to the end of the second sentence of Condition 25: "or entering into any other agreement by which the County supplies sanitary sewer services to all of Camden Lakes." O. Change condition 26 to read as follows: "Sewer service shall be offered to existing owners of 61 adjoining properties previously developed as Camden Plantation Phase 1A and 1B." P. Change Condition 28 to read as follows: "Land Use Tabulation, Projected Build Schedule and Phasing Plan and Schedule shall be as listed on the approved 2024 Amended Master Plan, and incorporated as part of this permit as Attachment's "A", "B", and "C" respectively. The number of units per year or by type may be adjusted as a minor amendment approved administratively, however any increase to the maximum number of units or maximum density beyond the maximum total of 1662 dwelling units shall require a major amendment. Initiation of subsequent phases may be allowed prior to completion of a previous phase, notwithstanding conditions set forth relating to timing of commercial "pad ready" development, and storm drainage improvements." Q. Change Condition 30 to replace "DENR" with "NCDEQ". R. Change Condition 32 to replace "Master Plan" with " 2024 Amended Master Plan " and replace "sheet 4" with "Sheet 8." S. Change the first sentence of Condition 33 to read as follows: "The apartment complex site layout of buildings, parking, and circulation shall be generally arranged in the manner as shown on sheet 10 of the 2024 Amended Master Plan, and shall be designed in an architectural style similar and complementary to the Camden Lakes neighborhood." T. Change the first sentence of Condition 35 to read as follows: "The Primary Recreation Facility site layout of buildings, parking, and circulation shall by located as shown on Sheet 9 of the 2024 Amended Master Plan." U. Change Condition 37 to read as follows: "A minimum 50-foot buffer shall be provided between any lot within Camden Lakes and the adjacent residential lots not within the Camden Lakes development, or US 17." V. Change Condition 40 to replace "Camden Plantation" with "Camden Lakes". W. Change Condition 44 to replace "Master Plan" with "2024 Amended Master Plan" and delete "in any phase" whenever referenced. X. Change Condition 45 to read: "This condition has been satisfied."
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Y. Change Condition 46 to replace "Master Plan" with "2024 Amended Master Plan."

Z. Change Condition 48 to replace "an" in the second line with "and".

AA. Change Condition 49 to read as follows: "If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this Conditional Use Permit shall remain in full force and effect and the County and the applicant shall promptly identify appropriate language satisfactory to the County and the applicant to substitute in place of an invalidity that best protects public health and safety and furthers completion of Camden Lakes as envisioned when the Second Amendment was approved."

BB. All other Conditions of the original Master Plan and Conditional Use Permit (UDO 2010-08-17), as amended by the Amended Conditional Use Permit (UDO -2020-01-32), shall remain in effect.

IN WITNESS WHEREOF, the County has caused this Second Amendment to Conditional Use Permit (004 2024) to be issued in its name, and the undersigned, being all of the property owners/applicants of the property above described, do hereby accept this Second Amendment to Conditional Use Permit together with all its conditions as binding on them, their successors and their assigns in interest.

[Remainder of page left blank intentionally. Signatures begin on following page.]

004 2024

Second Amended Master Plan Camden Plantation

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WBD (US) 4862-2442-3922v1

ATTEST:

I, Troy Leary, Chairman, Camden County Board of Commissioners, do hereby acknowledge the issuance of this Order authorizing the second amendment to Conditional Use Permit for Camden Plantation Properties, Inc. The applicant does further acknowledge that no work may be done pursuant to the Conditional Use Permit except in accordance with all of its conditions and requirements, as amended, and that all restrictions shall be binding upon them, their assigns and their successors in interest.

Troy Leary
Troy Leary, Chairman

NORTH CAROLINA
CAMDEN COUNTY

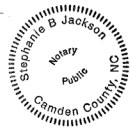
I, *Stephanie B. Jackson*, a Notary Public in and for said state and county, do hereby certify that Troy Leary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal the 6th day of November, 2024.

Stephanie B. Jackson
Notary Public

My commission expires: 4/16/2025

COUNTY OF CAMDEN



004 2024

Second Amended Master Plan Camden Plantation

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I, Justin R. Boyd, President of Camden Plantation Properties, Inc., owner of the above-identified property, do hereby acknowledge receipt of this Order authorizing the second amendment of Conditional Use Permit (004 2024). The undersigned owner/applicant does further acknowledge that no work may be done pursuant to the Conditional Use Permit except in accordance with all of its conditions and requirements, as amended, and that all restrictions shall be binding upon them, their assigns, and their successors in interest.

Justin R. Boyd
Justin R. Boyd, President

NORTH CAROLINA *Virginia*
CAMDEN COUNTY *City of Virginia Beach*

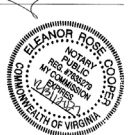
I, *Eleanor Cooper*, a Notary Public in and for said state and county, do hereby certify that Justin R. Boyd, President of the Applicant/Property Owner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal the 6 day of November, 2024.

Eleanor Cooper
Notary Public

My commission expires: 11/1/2027

COUNTY OF CAMDEN



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Second Amended Master Plan Camden Plantation

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All additional exhibits accepted by the Board and entered into evidence during this hearing are incorporated herein by reference and are available for public review in the Clerk to the Board’s Office.

ITEM 4. ADJOURN

There being no further matters for discussion Chair Leary adjourned the meeting at 6:51 PM.