AGENDA

Town of Southern Pines Planning Board Regular Meeting
Douglass Community Center
May 19, 2022 at 6:00 PM

I. Call to Order

III. Proceedings:

Public Forum: PD-05-22: Planned Development - Preliminary Development Plan to develop 29 single-family residential lots and 15 cottage lots in Phase 3B, 54 townhome lots in Phase 4 and 120 condominium units in Phase 5 of Caropines. The 57.14+ acre site is located on the south side of Airport Road between NC Highway 22 and Hardee Lane

Public Forum: PD-02-22: Preliminary Development Plan for Phase 1 of a Planned Development to include a hardware supply store and other land uses that are permitted in the General Business (GB) zoning district. The 8.7+ acre site is located on the south side of Airport Road between Capital Drive and Lindbergh Place

IV. Unfinished Business

V. New Business

VI. Adjournment

Agenda Item

To: **Planning Board**

From: **Jennifer Hunt, Planner I**

Subject: **PD-05-22: A Planned Development District - Preliminary Development Plan and SU-11-22 a Major Subdivision Preliminary Plat for 218 Units Within an Existing Residential Development known as Caropines Phase 3B, 4 and 5; Applicants: Caropines Ventures, LLC and 71st Partners, LLC; Bob Koontz of KoontzJones Design PLLC, Authorized Agent**

Date: **May 19, 2022**

I. SUMMARY OF APPLICATION REQUEST:

Mr. Bob Koontz has submitted an application for a Planned Development - Preliminary Development Plan and Major Subdivision Preliminary Plat pursuant to Sections 2.18.5, and Section 2.20.4, respectively, of the Town of Southern Pines Unified Development Ordinance (UDO). The applications propose two hundred and eighteen (218) units within Phases 3B, 4 and 5 of the Caropines development, which is located on the south side of Airport Road between NC Highway 22 and Hardee Lane. The two hundred and eighteen (218) units consist of fifteen (15) cottage lots and twenty-nine (29) single-family detached homes in Phase 3B, fifty-four (54) townhome lots in Phase 4 and one hundred and twenty (120) condominium units in Phase 5. All phases proposed for development are zoned PD (Planned Development). Pursuant to the Moore County tax records, the phases proposed for development are portions of parcels identified as PIN: 858300789195 (PARID: 00031457) and PIN: 858400613908 (PARID: 20050760) owned by Caropines Ventures, LLC; PIN: 858419511440 (PARID: 96000281); PIN: 858419508871 (PARID: 96000280); and PIN: 858300592330 (PARID: 96000278) owned by 71st Partners, LLC. The file number S-11-22 is for the Major Subdivision Preliminary Plat Application for Caropines Phase 3B, 4 and 5.

The applicant at the Planning Board Agenda Meeting on April 14, 2022 asked to continue the public hearing until the next month Planning Board meeting on May 19, 2022. The applicant stated they need more time to work on the outstanding issues that were brought forth in the staff report. The three main issues, in summary, are the NCDOT traffic improvement phasing comments, access to sewer for the three proposed phases in this PDP and paving of the secondary emergency access road that was supposed to be finished before March 25, 2022. These issues will be addressed in this report under "Section C: Staff Comments."

II. PROJECT INFORMATION:

A. Property Owner & Applicant Information:

i. Property Owners:
Caropines Ventures, LLC.
71st Partners, LLC.
Thorngrove Court Suite 1
Fayetteville, NC 28303

ii. Applicant:
Mr. Perry Shelley
Thorngrove Court Suite 1
Fayetteville, NC 28303

iii. Authorized Agent:
Koontz Jones Design
150 South Page Street
Southern Pines, NC 28387

B. Property Information:

i. Street Address:
No street addresses assigned at subject properties.

ii. Property Identification Number (PIN) & Parcel Identification:
The three (3) phases proposed for development are located on portions of the following five (5) existing parcels:

PIN: 858400613908 (PARID: 20050760) owned by Caropines Ventures, LLC
PIN: 858300789195 (PARID: 00031457) owned by Caropines Ventures, LLC
PIN: 858419511440 (PARID: 96000281) owned by 71st Partners, LLC.
PIN: 858419508871 (PARID: 96000280) owned by 71st Partners, LLC.
PIN: 858300592330 (PARID: 96000278) owned by 71st Partners, LLC.

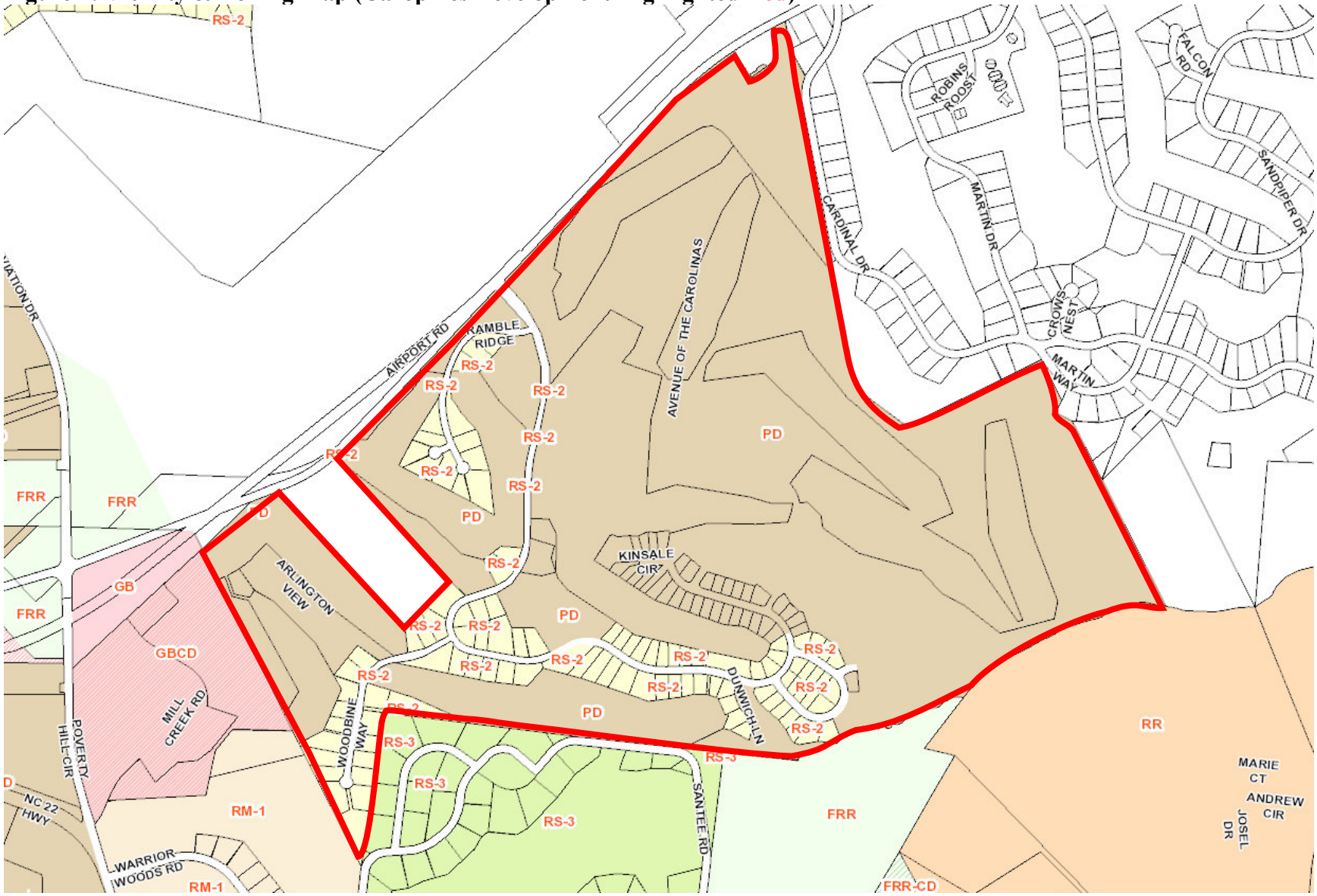
iii. Size of Property (in order of proposed Phasing Schedule):

Area being developed in Phase 3B:	14.18
Area being developed in Phase 4:	21.37
Area being developed in Phase 5:	21.59
Total PDP Acreage:	**57.14**

iv. Property Zoning Classification:
The zoning of the subject property is PD-Planned Development (See Figure 1: Vicinity & Zoning Map below). A Conceptual Development Plan (CDP) for Caropines was approved by the Town of Southern Pines Town Council on October

9, 2018 which is file PD-02-18. All future Preliminary Development Plan (PDP) applications must be consistent with the approved CDP.

Figure 1: Vicinity & Zoning Map (Caropines Development Highlighted Red)



C. Project Details:

i. Description of Project:

The proposed Preliminary Development Plan (PDP) is for three (3) phases of the Caropines Planned Development. The proposed three phases are spread across geographically separated areas of the Caropines project in different "Land Areas" as designated in the approved CDP. Each "Land Area" in the CDP has unique permitted uses and densities. A copy of "Exhibit IX -Land Use Plan" from the Caropines CDP showing the approved "Land Areas" and outlining the permitted uses and densities is attached to this memo. The proposed phases of development with the current PDP application include Phases 3B, 4 and 5. Each phase of development is described below in the order outlined in the "Anticipated Phasing Schedule" found on Sheet L-1.0 of the PDP. Phases are also color-coded to match Figure 2 below. The phasing plan from the approved CDP is featured below in Figure 3.

- **Phase 3B** (see Figure 2 below) will create 15 cottage lots and 29 single family detached residential lots. Phase 3 B of the Caropines development is located on a 14.18-acre portion of the 66.74-acre "Area A" as shown on the approved CDP. The proposed cottage and single-family residential lots will be accessed from Avenue of the Carolinas as well as "Roadway A". The applicant states in their Narrative (attached to this memo) that Stormwater management for all sites on the property will be provided per Section 5.5.10 of the CDP booklet. The applicant does not mention open space or wetlands in their narrative for Phase 3B. On the Preliminary Plat the applicant has 1.98 AC of Total Open Space, 0.00 AC of Total Useable Open Space and shows the location of the wetlands. The reference to the applicant's description of the distinction between cottage lots and townhome lots can be found in the approved CDP Section 5.2. A brief visual depiction is found on the Preliminary Plat, Sheet L-1.1. labeled "Lot Typicals."

- **Phase 4** (see Figure 2 below) will create 54 townhome lots. Phase 4 is to be developed on a 21.37-acre portion of land located in the 28.67-acre "Area B" of the approved CDP. On the Preliminary Plat the applicant has 7.76 AC of Total Open Space, 0.00 AC of Total Useable Open Space and shows the location of the wetlands. Access to Phase 4 will be available from Avenue of the Carolinas, "Roadway D" and "Roadway E."

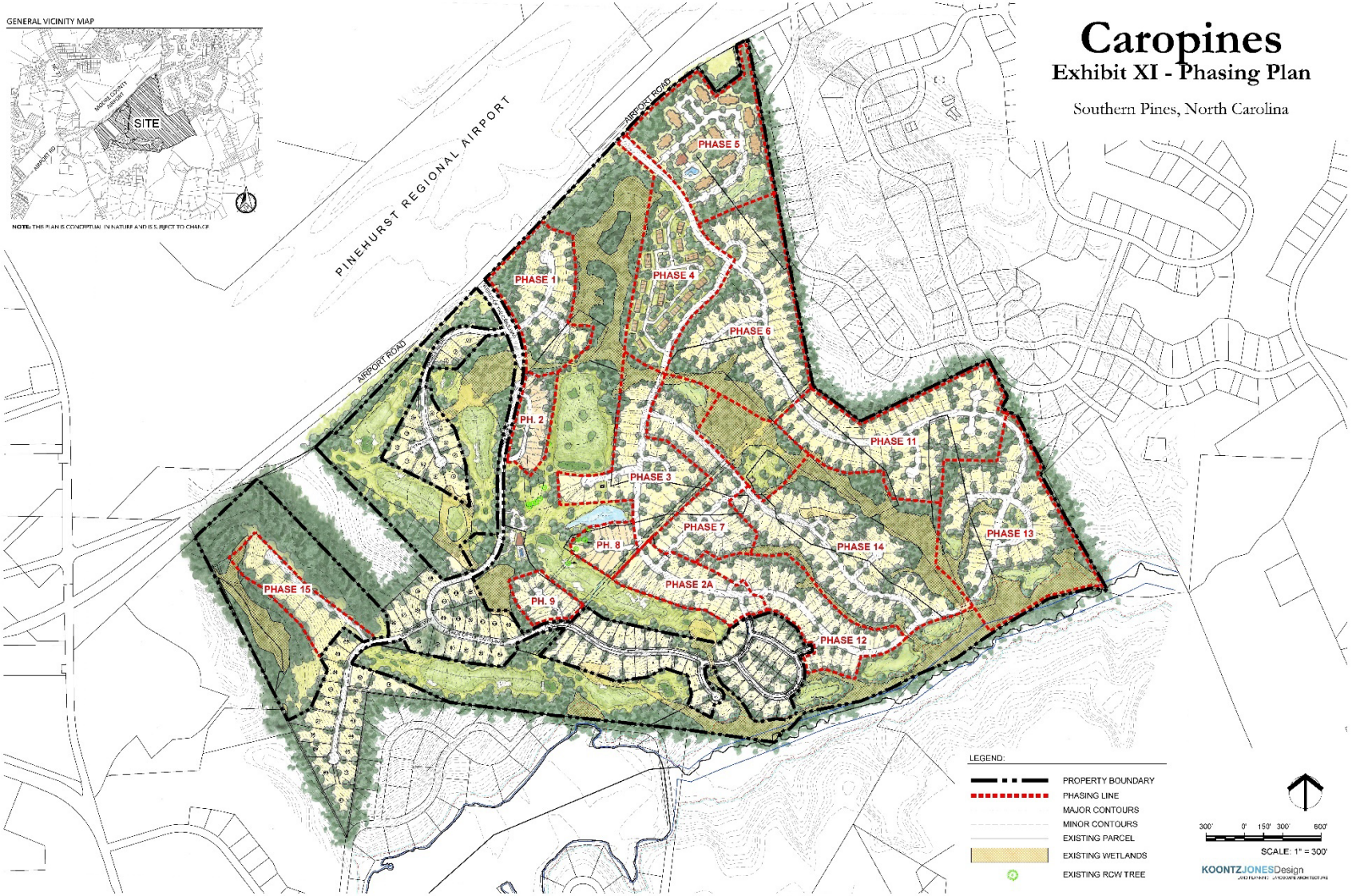
- **Phase 5** (see Figure 2 below) will create 120 condominium units. Phase 5 is to be developed on a 21.59-acre portion of land located in the 25.84-acre "Area C" of the approved CDP. Phase 5 will be served by public water and sanitary sewer facilities. The applicant does not mention open space or wetlands in their narrative for Phase 5. On the Preliminary Plat the applicant shows 15.74 AC of Total Open Space, 10.88 AC of Total Useable Open

Space and no wetlands surrounding this phase. There is no reference in the application to a description of the condominiums.

Other than amorphous boundaries of "Proposed Stormwater" shown on the PDP plans, it is unclear how specifically stormwater will be provided. The Narrative (attached to this memo) says, "Stormwater management for all sites will be provided per Section 5.5.10 of the CDP booklet." In the application, the applicant states that for utilities and infrastructure the PDP will follow the criteria of Section 5.5.5 of the CDP booklet.

Figure 2: Phasing Map from PDP Overall Key Sheet (Phases 3B, 4 and 5)

Figure 3: Exhibit XI- Phasing Plan from Approved CDP (PD-02-18)



III. STAFF REVIEW:

A. Application Review Dates & Associated Postings:

- PDP Application Submitted: March 14, 2022
- PDP Application Complete: March 25, 2022
- Major Subdivision Preliminary Plat Application Submitted: March 14, 2022
- Major Subdivision Preliminary Plat Application Complete: March 25, 2022
- Notice of April 21, 2022 Planning Board Public Hearing:
  - Posted On-site: April 11, 2022
  - Mailed: April 5, 2022
  - Internet: April 5, 2022
  - Newspaper: April 6, 2022 and April 13, 2022
- Planning Board Agenda Meeting: No meeting due to quasi-judicial matter.
- Planning Board Public Hearing: May 19, 2022

B. Criteria for Review:

The proposed Preliminary Development Plan (PDP) involves the division of portions of five existing tracts into a total of two hundred and eighteen 218 units. The PDP application therefore includes a Major Subdivision Preliminary Plat application. The procedures and criteria for review and approval of a PDP and Major Subdivision Preliminary Plat are found in Chapter 2 of the Town of Southern Pines Unified Development Ordinance.

Preliminary Development Plan - UDO §2.18.5(H):

1. *The application demonstrates that it will achieve the purposes of the PDD and this section;*
2. *The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;*
3. *The proposed Development is located in an area of the Town that is appropriate; and*
4. *The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services.*

Major Subdivision Preliminary Plat - UDO §2.20.4(G):

1. *The application is consistent with the approved Sketch Plat, if applicable.*
2. *The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities;*
3. *The proposed subdivision complies with the UDO and applicable state and federal regulations;*
4. *The proposed subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property;*
5. *The proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties; and*
6. *The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.*

C. Staff Comments:

i. Compliance with the Comprehensive Long Range Plan (CLRP):

When the Caropines golf course was annexed and initially zoned FRR – Facilities Resource and Recreation in early 2018, the adoption of the initial zoning was also deemed an automatic amendment to the CLRP pursuant to North Carolina law. Therefore, the subject property is presently designated "Residential/Golf" on the CLRP Future Land Use Map. The Residential/Golf designation applies to "…areas that include public or private golf courses and residences. This category may accommodate a single family or attached dwellings at a variety of densities, recreational facilities in addition to the golf course, limited guest accommodations, and limited commercial services intended to serve residents of and visitors to the development." The applicant has submitted a Preliminary Development Plan Narrative and Justification that addresses compliance with the CLRP. The applicant's Preliminary Development Plan Narrative and Justification are attached to this memo.

ii. Compliance with the Unified Development Ordinance (UDO) and/or the Caropines Conceptual Development Plan (CDP):

- A Preliminary Development Plan is the second of three steps necessary for establishing and maintaining a Planned Development (PD) District. The specific review process and criteria for adopting a Preliminary Development Plan are established in §2.18.5 of the Town of Southern Pines Unified Development Ordinance (UDO). A Conceptual Development Plan has been approved for the property and the PDP as submitted has been reviewed for consistency and compliance with the approved CDP.

- The first two phases of the Caropines CDP were Phases 2A and 9 totaling 36 lots. The file PD-07-18 was approved by Town Council at the Town Council Regular meeting on March 12, 2019. On March 25, 2019 the written decision was approved at the Town Council Work Session.

- The next seven (7) phases of the Caropines CDP were Phases 2, 3A, 7A, 8, 12, 14A and 15 totaling 114 lots. The file PD-04-19 was approved by Town Council at the Town Council Regular meeting on October 8, 2019. On October 28, 2019 the written decision was approved at the Town Council Work Session.

- The proposed PDP is for the next three (3) phases of development of the Caropines CDP. A summary of each phase is provided above in Section (C)(i) of this memo. Copies of the Preliminary Development Plan showing each proposed phase of development (Preliminary Plat and Streetscape Plan sheets) are attached to this memo. The PDP also includes a Development, Open Space and Impervious Surface Summary.

- This PDP application for Phases 3B, 4 and 5 of Caropines represents 218 of the total 550 residential units approved per the CDP. Sheet L-1.7 includes an updated Development Summary showing the number of lots previously approved, the number of lots requested per this PDP and the number of lots remaining to be developed by Land Area, Unit Type and phase of development. A copy of the updated Development Summary is attached to this memo below. If the current PDP application is approved, there will be 368 residential lots of the total 550 with an approved Preliminary Plat that may proceed to design and construction and ultimately Final Plat.

- As of 05/10/22 when staff researched this issue, the total number of lots with Final Plat approval and which have been recorded with Moore County is 108. See below.

    - Book 16, Page 830; Caropines Phase 1A; Lots = 9
    - Book 16, Page 980; Caropines Phase 1B; Lots = 10
    - Book 17, Page 177; Caropines Phase 1; Lots = 5
    - Book 17, Page 254; Caropines Phase 1; Lots = 5
    - Book 17, Page 322; Caropines Phase 1; Lots = 15
    - Book 17, Page 647; Caropines Phase 1; Lots = 5
    - Book 18, Page 234; Caropines Phase 2A; Lots = 25
    - Book 18, Page 895; Caropines Phase 8; Lots =9
    - Book 19, Page 341; Caropines Phase 12; Lots = 25

  Pursuant to UDO §2.20.5(J)(2), an approved Preliminary Plat is valid so long as the applicant receives and maintains a valid development approval per this ordinance. The applicants have provided an "Anticipated Phasing Schedule" and "Phasing Note" on Sheet L-1.0 of the PDP. The applicants are requesting the phasing plan be vested for a period of five (5) years and for seven years (7) to complete the project per UDO §2.8.6 (C)(3) for the PDP and Major Subdivision Preliminary Plat. However, a multi-phased development schedule is associated with the CDP (Conceptual Development Plan) not the PDP (Preliminary Development Plan). The PDP is the specific phase (or in this case three phases) of the multi-phased project that is being developed. The PDP is required for each phase of the multi-phase development plan (the CDP).

  The Caropines Conceptual Development Plan (CDP), PD-02-18, was approved on October 9, 2018. According to the approved CDP on January 10, 2019, in Section 10 "Phasing" the project is approved to have a projected 10-year build out. Therefore, the fifteen (15) phases of development approved with the CDP must be built out by October 9, 2028.

  The development approval has vested rights associated from when the first site plan was approved for this project, which was "Caropines Phase 2A Amended" on August 20, 2019 (ZP-10-19). Therefore, the vested rights

according to state statute from 2019 (when the CDP was approved) will expire on August 20, 2026. On October 10, 2028 if the fifteen (15) phases are not fully built, the development approval will have expired. On August 20, 2026 vested rights will no longer exist under the UDO regulations from 2019. The phases not yet developed may still proceed for development but must meet the UDO regulations of October 10, 2028 in order to move forward.

- A Traffic Impact Assessment (TIA) for the entire Caropines development was completed by Ramey Kemp & Associates on June 8, 2018 and submitted with the Conceptual Development Plan (CDP). The TIA recommended a variety of off-site roadway improvements based on anticipated impacts of the entire Caropines development. During review of previous phases of Caropines development (Phases 2A and 9 and Phases 2, 3A, 7A, 8, 12, 14A and 15) the applicants submitted a TIA Phasing Study that establishes thresholds for the incremental development of recommended roadway improvements. The TIA Phasing Study was reviewed by NCDOT and comments on the TIA Phasing Study were received by the Town on February 6, 2019 (attached to this memo).

- The applicants have submitted a letter addendum with the current PDP application from Rynal Stephenson at Ramey Kemp & Associates dated March 14, 2022 stating that "the previous studies assumed some site trips with Phase 4 would utilize Avenue of the Carolinas. Based on the current site plan for Phase 3B, Phase 4 and Phase 5 it is anticipated that no trips from these phases will utilize Avenue of the Carolinas and all trips would utilize the new driveway connection onto Airport Road (Site Drive #1)." This does not make sense to staff since all three current phases access off Avenue of the Carolinas, as clearly depicted on the PDP and Preliminary Plats. The applicant is requesting that the turn lane improvements required at Airport Road/Avenue of the Carolinas be delayed to a future phase of development. Copies of the original TIA has been provided to the current Town Engineer Mr. James Michel for his review. Mr. Michel has reviewed all the TIA documents and has responded with the comment stating by email on May 9, 2022 that:
    1. *The TIA amendment that was submitted with the PDP application packet does not provide adequate analysis to justify the reduction of the previously approved roadway improvements identified in the 2018 TIA and NCDOT Letter dated February 6. 2019. Changes to the previous recommendations should be accompanied by a new TIA with updated analysis. The language in the Roadways section of the applicant's narrative should be revised as follows "the developer will adhere to all requirements as determined by NCDOT and the Town".*
    2. *The Phase 1 Improvements identified in the NCDOT Letter, including the construction of an eastbound turn lane on Airport*

Road, were to be completed with the approval of 50 single family homes. The Phase 1 improvements have not be completed to date.

Mr. Michel first reviewed the TIA documents and provided comments (attached to this memo) on April 13, 2022. Staff also called the applicants on April 13, 2022 to recommend the applicants address the issues with the TIA as submitted, prior to the Planning Board meeting but no additional information or request for continuance was received prior to completion of this staff report. Then, the applicant sent an email to Planning Staff on April 19, 2022 stating, "we would like to pull this from the upcoming planning board hearing but it was too late for an "automatic continuance" per UDO §2.5.14. The applicant requested a continuance at the Planning Board Regular meeting on April 19, 2022.

Per NCDOT's comments and required phasing of roadway improvements, the proposed 218 lots will trigger completion of NCDOT's Phase 2 of off-site roadway improvements (from February 6, 2019 letter) prior to final plat sign off of the 151st residential unit. Based on the current phasing schedule, Phase 2 (as referenced in NCDOT's letter) improvements shall occur prior to final plat approval of Caropines Phase 3B. The required off-site improvements include:

- *Construct an exclusive westbound left-turn lane at the intersection of Airport Road and Avenue of the Carolinas with a minimum of 75 feet of storage and appropriate taper. The developer has the option of constructing this improvement during Phase 1.*

- *Construct Site Drive #1 along Airport Road and provide one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage and a right-turn lane with a minimum of 75 feet of storage and appropriate taper).*

- *Provide stop control for Site Drive #1.*

- *Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper at the proposed Site Drive #1.*

- *Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper at the proposed Site Drive #1.*

- *Construct an exclusive northbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.*

- *Construct an exclusive westbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.*

Per NCDOT's comments and NCDOT's required phasing of roadway improvements, the proposed 218 lots will trigger completion of Phase 3 of off-site roadway improvements prior to final plat sign off of 301st residential unit. Based on the current phasing schedule, Phase 3 improvements shall occur prior to final plat approval of Phase 5. The required off-site improvements include:

- *Construct an exclusive southbound left-turn lane at the existing roundabout located at the intersection of NC 22 and Airport Road. Provide a minimum of 150 feet of storage and appropriate taper. Provide two inner circulatory lanes in the western quadrant of the roundabout.*

- *Additional analysis may be provided by the developer for review by NCDOT at this time to re-evaluate the need for this improvement.*

- Caropines Phases 3B, 4 and 5 will be accessed from a variety of proposed new internal roadways and extensions of existing internal roadways (see Preliminary Plats for each phase attached to this memo). All streets shall be built to the cross-sectional standard outlined in the approved CDP and as shown on the Preliminary Plat. For example, "Roadway A" will be built with Phase 3B. Avenue of the Carolinas will be extended in Phases 4 and 5 with a 24'-wide paved residential street within a 60' right of way and "Roadway D" and "Roadway E" will be built in Phase 4 with a 24'-wide paved residential street within a smaller 50' right of way.

  A secondary emergency access extension of Avenue of the Carolinas has been constructed previously to provide a gravel emergency access back to Airport Road. The applicants propose that this existing secondary emergency access will also be used as a construction entrance during the development of the proposed PDP for Caropines Phases 3B, 4 and 5. However, the ultimate improvement, and pavement, of this gravel secondary emergency access was supposed to have occurred according to Section 10.0 of the approved CDP before March 25, 2022. The reason for this is that the CDP states that the road "will be fully paved" upon completion of either the lots adjoining the wetlands bridge that are shown in Phases 2 and 3 of Exhibit XI in the CDP, or "a period of three years from the approval of a Preliminary Development Plan to construct the first section of development of this CDP." None of the phases of the proposed PDP are designed in a manner to adjoin the wetland bridge. Therefore, since the first PDP for Caropines Phases 2A and 9 was already approved by the Town of Southern Pines Town Council on March 25th, 2019 and the second

PDP for Caroprines Phases 2, 3A, 7A, 8, 12, 14A and 15 was already approved by the Town of Southern Pines Town Council on October 28, 2019 the secondary emergency access should have fully been paved by March 25th, 2022, which is three (3) years from the approval of the PDP to develop the first section of the development. Presently, the secondary emergency access is not paved and the applicant has not addressed in the current PDP application why it is not completed or what plans are in place to complete required work. Staff called the applicants on April 13, 2022 to recommend the applicants address this issue prior to completion of the staff report for April 2022 Planning Board Agenda meeting but no additional information or request for continuance was received. The applicant requested a continuance at the April 2022 Planning Board agenda meeting.

Staff, Jennifer Hunt (Planner I) and Pamela Graham (Principal Planner), informally met with the applicant to discuss this issue (along with two other issues: sewer connection and NCDOT phase roadway improvements) on Friday, April 29, 2022. The applicant stated that the secondary emergency access has not be paved because the roadway does not align exactly as shown in the CDP and if it were to be paved, they would have to remove it and re-pave it once Phase 4 is completed. Therefore, they stated that once this PDP were to be approved, Phase 4 will be the first phase of the three that will be completed so that Avenue of the Carolinas could be completed as well as paving of the secondary emergency access in the appropriate location. We have not received anything in writing stating this. It was stated verbally at the meeting on April 29, 2022.

- The applicant states in the PDP that "utilities and infrastructure, specifically water and sewer utilities are readily available for the project. Conceptual utility plans have been provided in the documents, illustrating the location of water and sewer utility connections, consistent with the master utility plan." However, our Town Engineer, James Michel, reviewed the documents and stated on April 13, 2022:
    - *"It is unclear at this time as to how sewer will be extended to serve the proposed phases based on the current layout. The layout does not take into account the existing topography of the area and appears to require additional lift stations or significant realignment of the proposed lot and street layouts to work. The development is already served (by) a sewer lift station that the Town maintains. Additional lift stations would be an unnecessary burden on current and future utility customers. It is also noted that the conceptual waterline layouts do not address the Town's waterline looping requirements either."*

  If the sewer line is not sufficient as described in this PDP and the Town Engineer has already determined that it is not feasible, if the PDP were to be approved, there is a high probability that the lot layout and access will need to change in order to move forward with development. If this is the

case, then it would not be advisable to approve the current PDP as submitted, since major revisions to the PDP may be required in the future. It may be premature to approve this PDP when its unknown if the lot and access layout is feasible for sewer access.

Staff, Jennifer Hunt (Planner I) and Pamela Graham (Principal Planner), informally met with the applicant to discuss this issue of sewer connection on Friday, April 29, 2022. As of the date of completion of this staff report, the applicant has not brought forth any information to address this issue since their request for a continuance.

- Caropines Phases 3B, 4 and 5 all require site plan review by the Town of Southern Pines Technical Review Committee. Once site plans for each phase are complete, the required infrastructure must be installed per the approved plans or waived by the Town Manager pursuant to a Subdivision Performance Guarantee (UDO §2.20.6) or addressed through a Development Agreement (UDO §2.20.7). Only upon completion or other satisfaction of the required infrastructure and approval of said infrastructure installation by the Town may the applicant apply for Major Subdivision Final Plat approval.

- A Red-Cockaded Woodpecker (RCW) inventory was completed on the subject properties and a map of known cavity trees was included in the Conceptual Development Plan (Exhibit IV). Section 4.1.5 of the CDP addresses the protection of woodpeckers through participation in a government "Safe Harbor" program, and Section 5.3.1 of the CDP states that RCW foraging habitat will be managed "during the development process." Furthermore, the applicant's narrative submitted with the current PDP application states: "During the full construction and engineering design phases, letters will be obtained from US Fish and Wildlife to clear the areas of the property for Phases 3B, 4 and 5."

  Comments have not been received from the U.S. Fish and Wildlife Service.

- Sections 2.2 and 5.5.11 of the CDP states that amenities may be provided throughout the development. The CDP states that "Recreational opportunities for the residents of The Carolina may include the following: golf short course, soccer and/or baseball play fields, parks and community gathering areas, performance/movie outdoor amphitheater, pickle ball courts, walking trails and sidewalk network, open play areas, community garden and other potential active and passive amenity areas. Furthermore, one of the purposes of the PD zoning district as stated in UDO §3.5.14(A) is to "Integrate public spaces and amenities to promote community gatherings and activities."

A clubhouse and pool was built prior to approval of the Caropines CDP to serve The Carolina. The community clubhouse area and small parks are provided for all residents and are connected through a community wide trail and sidewalk system. The applicant states that "Phases 3B, 4 and 5 will connect to these amenities and extend the community wide trail and sidewalk system." Besides open space, no other additional amenities such as the examples listed in the CDP have been proposed or provided with the last nine phases of development or the current proposed three phases of development.

- Per Section 5.5.4 of the CDP, street trees must be planted in all phases of development at the rate of one tree per thirty (30) lineal feet of roadway, planted randomly and in clusters to achieve a more natural appearance. The applicants have submitted landscaping plans with each phase that appear to demonstrate compliance with this section of the CDP.

- Per Section 5.5.1 of the approved CDP, sidewalks or multi-use paths are required on one side of all streets. All Preliminary Plat sheets submitted with this PDP application show sidewalks on one side of all proposed streets. Sidewalks shall be separated from the street by either 6' or 11' landscape areas, depending on the required cross-section.

- Neighborhood Meetings were held on May 31, 2018 and July 11, 2018. The meetings were held to discuss the Caropines Conceptual Development Plan, of which this Preliminary Development Plan is a part.

D. Outside Agency Comments:

- A request for comments from agencies was emailed to representatives of the Town of Southern Pines Engineering, Streets, Utilities, Fire and Recreation & Parks Departments as well as representatives of the North Carolina Department of Transportation, Sandhills Community College, Moore County Airport Authority, U.S. Fish and Wildlife Service and the Regional Land Use Advisory Commission on April 5, 2022.

    - Comments were received from the North Carolina Department of Transportation on April 6, 2022. On April 7, 2022 the comments state as follows:

      "For this one we will need the developer or the engineer to submit an updated planned phasing of the Caropines development. Will also need to see the projected Am and PM trip volumes from each phase along with the anticipated build-out time. Once we have that we will compare that to the attached phasing plan approval and determine which improvements, if any, are triggered with each

phase." Jennifer Hunt, Planner I submitted the Caropines Phases 3B, 4 and 5 Ramey Kemp TIA Phasing Study (attached to this memo) along with the Ramey Kemp TIA (attached to this memo.) Planning Staff and the Town Engineer are waiting for the conclusion of this matter.

- No comments have been received from RLUAC prior to the completion of this staff report. Any comments received will be forwarded to the Planning Board at the public hearing.

- Comments from Town Engineer James Michel have been provided via email from May 9, 2022 and April 13, 2022 and are addressed in this report where appropriate. His comments are included in this staff report in the attachments.

IV. ATTACHMENTS:

The following materials are provided as attachments to this staff memorandum:

1. Reference: Caropines CDP Land Use Plan (Exhibit IX)
2. Town of Southern Pines Planned Development Application
3. Applicant's PDP Narrative and Justification
4. Town of Southern Pines Major Subdivision Preliminary Plat Application
5. Applicant's Major Subdivision Narrative and Justification
6. Applicant's Preliminary Development Plan (Sheets L-1.0 through L-1.7)
7. Deed
8. Ramey Kemp TIA Phasing Study (Cover Letter March 14, 2022)
9. Ramey Kemp TIA (June 2018)
10. Town Engineer Comments May 9, 2022
11. Town Engineer Comments April 13, 2022
12. NCDOT Comments
13. NCDOT Letter from February 6, 2019

V. PLANNING BOARD ACTION:

Pursuant to North Carolina General Statute §160D-301(b)(6) and Unified Development Ordinance §2.5.2, the Planning Board may hold a Preliminary Forum on a matter requiring a quasi-judicial decision by the Town Council. However, no part of the forum or any recommendation may be used as a basis for the deciding board.

Therefore, the Planning Board may wish to use the following motion to identify issues to bring to the attention of the Town Council at the evidentiary hearing.

I move to adopt the following for transmission to the Town Council as a result of the May 12, 2022 Preliminary Forum on application PD-05-22, Caropines Phase 3B, 4 and 5 PDP:

The information presented at the forum indicated that the following were issues with the PDP application PD-05-22:

1. Offsite improvements required upon completion of the first 50 homes according to Phase 1 of the NCDOT Letter from February 6, 2019, must be included on the first phase of site plan review and prior to the approval of site plan or approval of the final plat, the offsite improvements will be included for whichever phase of development comes first from this PDP.

2. Prior to the approval of either the final plat or either phase that comes first from this PDP, Avenue of the Carolina roadway improvements shall be completed because the CDP says it's supposed to already be completed.

3. Adequate sewer access for each phase must be reconciled and the proposed sewer plan must be approved by the Town Engineer prior to the approval of this PDP. If there is not adequate sewer access for these phases of development, the approval of this PDP will hinder the Town and become a financial burden on the Town and its residences unnecessarily.

In addition, the following concerns were raised during the forum, but do not seem to apply in determining whether the PDP criteria are satisfied:

1.

Caropines

Exhibit IX - Land Use Plan

Southern Pines, North Carolina

GENERAL VICINITY MAP

NTS

LAND USE LEGEND

SYMBOL	NOTES	ACRES
	LAND AREA 'A'	48.03
	LAND AREA 'B'	28.67
	LAND AREA 'C'	25.84
	LAND AREA 'D'	69.72
	LAND AREA 'E'	85.46
	LAND AREA 'F'	3.53
	LAND AREA 'G'	7.22
	LAND AREA 'H'	18.72
	LAND AREA 'I'	98.24

TOTAL SITE ACREAGE: 385.43

DEVELOPMENT TABULATION:

LAND AREA	QUANTITY	UNIT TYPE	TOTAL
A	100	SINGLE-FAMILY DETACHED	Combined maximum residential units 550 All residential unit types may be converted at a 1:1 ratio so long as the total number of units does not exceed subtotal maximums for either category. The "Quantity" listed for each residential unit type is an "up to" number but, in no case, will the combined total number of new residential units exceed 550. This gives some flexibility in the allocation of housing types between phases over the course of the development and acknowledges possible changes in the market along the way.
	60	COTTAGE	
	110	TOTAL	
B	65	TOWNHOME	
	50	COTTAGE	
	50	SINGLE-FAMILY DETACHED	
	65	TOTAL	
C	120	CONDOMUNIUM	
	65	TOWNHOME	
	50	COTTAGE	
	35	SINGLE-FAMILY DETACHED	
	160	TOTAL	
D	40	COTTAGE	
	130	SINGLE-FAMILY DETACHED	
	150	TOTAL	
E	75	COTTAGE	
	120	SINGLE-FAMILY DETACHED	
	150	TOTAL	
F	15	COTTAGE	
	10	SINGLE-FAMILY-DETACHED	
	15	TOTAL	
G	9	LARGE SINGLE-FAMILY	
	9	TOTAL	
H	25	LARGE SINGLE-FAMILY	
	25	TOTAL	
I		OPEN SPACE	Open space and recreational amenities including trails, clubhouses, parks, golf, plant nurseries, community gardens and other recreational uses

OPEN SPACE SUMMARY:

Category	Required	Amount Provided
Total	77.1 acres; 20% minimum	115.5 acres; 30%
Usable	38.5 acres; 10% minimum	77.0 acres; 20%

- Open space exceeds amount required by UDO Section 3.5.14. – Includes Land Area 'H' as shown on Exhibit IX 'Land Use Plan', wetland areas outside of Land Area 'H' and existing waterbodies outside Land Area 'H'.

DIMENSIONAL STANDARDS:

Category	Dimensions
Large Single-Family	
Min. Lot Size	20,000 SF
Min. Lot Width	50 FT
Min. Building and Yard Setbacks	
Front	30 FT
Side-Street	15 FT
Side Interior	10 FT
Rear	20 FT
Max. Building/Structure Height	35 FT
Single Family Residential	
Min. Lot Size	8,000 SF
Min. Lot Width	50 FT
Min. Building and Yard Setbacks	
Front	20 FT
Side-Street	15 FT
Side Interior	10 FT
Rear	25 FT
Max. Building/Structure Height	35 FT
Cottage	
Min. Lot Size	5000 SF
Min. Lot Width	40 FT
Min. Building and Yard Setbacks	
Front	20 FT
Side-Street	10 FT
Side Interior	5 FT
Rear	20FT
Max. Building/Structure Height	35 FT
Townhome	
Min. Lot Size	2000 SF/UNIT
Min. Lot Width	20 FT
Min. Building and Yard Setbacks	
Front	5 FT
Side-Street	10 FT
Side Interior	0 FT
Rear	20 FT
Max. Building/Structure Height	35 FT
Multi-family (Condominium)	
Min. Lot Size	3000 SF
Min. Lot Width	20 FT
Min. Building and Yard Setbacks	
Front	20 FT
Side-Street	15 FT
Side Interior	15 FT
Rear	30 FT
Max. Building/Structure Height	40 FT

LEGEND:

- PROPERTY BOUNDARY
- AREA BOUNDARY
- MAJOR CONTOURS
- MINOR CONTOURS
- EXISTING PARCEL
- EXISTING WETLANDS
- EXISTING RCW TREE
- CIRCULATION PATTERN
- PROPOSED STORM WATER MANAGEMENT LOCATIONS

300' 0' 150' 300' 600'

SCALE: 1" = 300'

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

Town of Southern Pines
Chartered 1887
North Carolina

Planned Development District
Preliminary Development Plan

REQUIRED APPLICATION MATERIALS:

_____ **Application fee** in the amount of **$1,800.00 plus $25.00 per lot.**

_____ **Completed Application** for a Planned Development District - Preliminary Development Plan signed by the applicant.

_____ **Appointment of Agent**, if applicable, signed by the property owner(s) and the agent.

_____ **List of Adjacent Property Owners:** Please list all properties that are that are within two hundred (200) feet of the outermost boundaries of the subject property **(not counting streets, railroads or other transportation corridors)**. Attach additional pages if needed. No fewer than ten (10) property owners shall be notified by mail.

_____ **Written narrative** describing the application's consistency with the Conceptual Development Plan, the UDO, and any other applicable regulations.

_____ **Neighborhood meeting records** if not provided in conjunction with an application for Conceptual Development Plan approval or if additional meetings have been held.

_____ **Additional documentation:** Additional text and/or maps to demonstrate consistency with **UDO §2.18.5(H) Criteria (1) through (4)**.

_____ **PDD Preliminary Development Plan:** One (1) full-size copy of a preliminary plat or scaled drawings of the entire tract to be subdivided. Please refer to the **UDO Appendices** for plan requirements.

_____ **Drainage concept plan** if applicable.

_____ **Traffic Impact Analysis** if applicable.

_____ **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net.

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff review**: Planning staff will review the application and notify the applicant if additional information or materials are needed.
2. **Public hearing**: The applicant is expected to attend a public hearing on the application before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.) The Town Council will consider evidence and testimony presented and may approve, conditionally approve or deny the request.
3. **Approval**: Please refer to UDO **§2.18.5(I) Effect of Approval**.

Town of Southern Pines
Chartered 1887
North Carolina

Planned Development District
Preliminary Development Plan
Application

Fee: $_____ Date Received: _____ Case No.: PD-____-____

Project Information:

Project Name: CAROPINES - PHASES 3B, 4, & 5

Physical Address: 277 AVENUE OF THE CAROLINAS

PIN: SEE ATTACHED Parcel ID: SEE ATTACHED

Site Size: ±57.14 AC Zoning: PD

Applicant:

Name(s): CAROPINES VENTURES, LLC & 71ST PARTNERS, LLC - C/O PERRY SHELLY

Email: PerryS@c-sprop.com Phone: 910-864-3232

Mailing Address: THORNGROVE COURT SUITE 1 FAYETTEVILLE, NC 28303

Authorized Agent, if different from Applicant:

Name(s): KOONTZ JONES DESIGN - BOB KOONTZ

Email: BKOONTZ@KOONTZJONES.COM Phone: 910-684-8487

Mailing Address: 150 S PAGE ST SOUTHERN PINES, NC 28387

Legal Property Owner(s), if different from Applicant:

Name(s): _____

Email: _____ Phone: _____

Mailing Address: _____

TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council for approval of a Planned Development District – Preliminary Development Plan as required by the Town of Southern Pines Zoning Ordinance. The following information is submitted in support of this application:

The property which is the subject of this application is located on the SOUTH side of AIRPORT RD (St./Ave.), between HIGHWAY 22 (St./Ave.) and HARDEE LANE (St./Ave.). The property has a frontage of ±5760 feet and a depth of ±4780 feet.

The request is based upon **Section 2.18.5** of the **Town of Southern Pines Unified Development Ordinance.** The proposed use of the property is as follows:

RESIDENTIAL DEVLOPMENT

Date: 3/14/22

Caropines Ventures, LLC
Applicant by: Perry Shelley

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net **(910) 692-4003** www.southernpines.net

1/12/22

APPOINTMENT OF AGENT

The undersigned owner(s), CAROPINES VENTURES, hereby appoint(s) KOONTZ JONES DESIGN as the exclusive agent for the purpose of making an application to the Town of Southern Pines for the approval of the Planned Development District – Preliminary Development Plan described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;

2. to appear at public meetings and give representation and comments on behalf of the owner(s);

3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the approval of a Planned Development District – Preliminary Development Plan; and

4. to act on behalf of the property owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Planned Development District -Preliminary Development Plan under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 14 day of MARCH, 2022.

Caropines Ventures LLC
Property Owner
by: Perry Shelley

Property Owner

Agent

Tract	Owner	Deed Book	Page	PIN	Parcel ID
1	Caropine Ventures, LLC	4512	377	858400613908	20050760
2	71ST PARTNERS, LLC	4777	140	858419511440	96000281
3	Caropine Ventures, LLC	4198	260	858300789195	00031457
4	71ST PARTNERS, LLC	4777	140	858419508871	96000280
5	71ST PARTNERS, LLC	4777	140	858300592330	96000278

ADJACENT PROPERTY OWNERS							
PIN	PARID	NAME	NAME2	ADDRESS	CITY	STATE	ZIP
858419508871	96000280	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858419511440	96000281	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858415622515	96000282	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858300399459	96000277	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858300592330	96000278	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858307793326	96000279	71ST PARTNERS, LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858300897563	00991962	ADAMS, DIANA H		PO BOX 1910	PINEHURST	NC	28374
858300586078	20160089	ALBERTO, MA JOFFEL A	ALBERTO, PAOLO D	585 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858419618455	00035760	BAGGETT, JAMON	BAGGETT, MARY ALICE	23 CARDINAL DRIVE	CARTHAGE	NC	28327
858308992065	00031090	BATCHELOR, DANNY &	PATRICIA LYNN	14 MARTIN WAY	CARTHAGE	NC	28327
858308897992	00040200	BENWAY, KENNETH J		8 MARTIN WAY	CARTHAGE	NC	28327
858300589379	20190359	BERNHARDT, MICHAEL THOMAS	BERNHARDT, CAYCE	725 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858419627116	00031239	BERRY, JUNE O		9 CARDINAL DR	CARTHAGE	NC	28327
858300683001	20170029	BIBB, ANDREW J	BIBB, REBEKAH J	645 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858306481283	20000267	BIJELIC, LUKE ERNEST		417 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300685012	20160285	BLAKELEY, CLINTON	BLAKELEY, LINDSEY	335 PARRISH LANE	CARTHAGE	NC	28327
858306484159	20000260	BLANTON, CHASE	BLANTON, LEIGH KRISTIN	447 AVE OF THE CAROLINAS	CARTHAGE	NC	28327-9577
858420705281	00038140	BROWN, TAYLOR		42 CARDINAL DR	CARTHAGE	NC	28327
858300676899	20160288	BURKLEY, CALVIN A	BURKLEY, CHRISTINA M	305 PARRISH LANE	CARTHAGE	NC	28327
858415626785	00032169	CABERWAL, SANJEET	CABERWAL, TARA	6 CARDINAL DRIVE	WHISPERING PINES	NC	28327
858415625594	00037098	CABERWAL, SANJEET SINGH		6 CARDINAL DRIVE	CARTHAGE	NC	28327
858419617948	00039500	CAMERON, MALCOLM GRAEME III	CAMERON, MILISSA ANNE	11 CARDINAL DRIVE	WHISPERING PINES	NC	28327-9332
858300680358	20190360	CAMPAGNA, KEITH ALAN JR	ORTIZ, BRIGETT SIDNEY OVALLE	715 AVENUE OF THE	CARTHAGE	NC	28327
858420801371	00030750	CANNON, EDDIE J		48 CARDINAL DR	CARTHAGE	NC	28327
858300486800	20190231	CAROPINE CLUB LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858300496031	20190232	CAROPINE CLUB LLC		2709 THORNGROVE COURT	FAYETTEVILLE	NC	28303
858300789195	00031457	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858400613908	20050760	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858419622422	20050762	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858300588027	20160087	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858300680003	20160295	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858300578859	20180291	CAROPINE VENTURES, LLC		2709 THORNGROVE COURT STE 1	FAYETTEVILLE	NC	28302
858300582187	20160094	CHOW, CARLSON	CHOW, KATHRYN	535 AVENUE OF THE CAROLINAS	WHISPERING PINES	NC	28327
858300582211	20160095	CLARKE, ROBERT JAMES	CLARKE, DEANNA LYNN	525 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858420806174	00039838	COMER, MARK		606 WELEKA LANE	CARLSBAD	NM	88220
858300585019	20160091	CORPUZ, SHEPHERD	CORPUZ, LISA	565 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858400218083	00032538	COUNTY OF MOORE		PO BOX 905	CARTHAGE	NC	28327
858300991995	20050523	COX, ELIZABETH C	COX, CHRIS J	247 FIELD PINE DRIVE	BROWNS SUMMIT	NC	27214
858300684441	20190367	CUESTA-LATORRE, GEORGE	JIMENEZ, NICXALIZ MORALES	680 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300585545	20190353	ERKENBRACK, JOHN P	ERKENBRACK, KELLY K	785 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300584130	20160092	FERRIS, JOSEPH F	FERRIS, ANGJELINA	555 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858306483222	20000258	FOREST, GERARD C		437 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858415625743	00034069	GRAJALES-MELENDEZ, JUAN CARLOS		2243 AIRPORT ROAD	CARTHAGE	NC	28327
858300685240	20170306	GREGROW, SHANE NICHOLAS	GREGROW, DANIELLE RENEE	330 PARRISH LANE	CARTHAGE	NC	28327
858300586757	20190376	H & H CONSTRUCTORS OF	FAYETTEVILLE, LLC	2919 BREEZEWOOD AVE	FAYETTEVILLE	NC	28305
858300579884	20180289	HARRINGTON, OSCAR LEE &	HARRINGTON, KRISTINA SHAW	610 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858419618609	00039993	HARTMAN, LARRY E	HARTMAN, JENNIFER E	19 CARDINAL DRIVE	CARTHAGE	NC	28327
858300681535	20190370	HILL, CHASE TAYLOR	STRINGER, KATIE LYNN	710 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300681393	20190362	HOLMES, FLOYD M II	HOLMES, LINDA V	695 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858306485167	20000261	HOLSONBACK, ALBERT WALTER II	HOLSONBACK, JILLIAN K	59 12TH STREET	SHALIMAR	FL	32579
858420803409	00034221	JONES, WENDELL &	STRICKLAND, THOMAS A	1751 CALLOWAY RD	RAEFORD	NC	28376

858419626392	00036733	KELLY, ROBERT A	KELLY, SHIRLEY P	7 CARDINAL DRIVE	CARTHAGE	NC	28327
858300588434	20190357	KREGER, KATHLYN A TRUSTEE		745 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300684395	20190366	KULLA, RYAN REUBEN		670 AVENUE OF CAROLINAS	CARTHAGE	NC	28327
858308895915	00038594	LANOUE, RAYMOND G		4 MARTIN WAY	CARTHAGE	NC	28327
858419618290	00039697	LILLEMON, TARA		6 CARDINAL DRIVE	WHISPERING PINES	NC	28327-9396
858300676934	20160287	LYLES, MATTHEW SCOTT	LYLES, ELIZABETH TRAVIS	315 PARRISH LANE	CARTHAGE	NC	28327
858300680568	20190371	MARTIN, STEVEN RAY	MARTIN, JENNIFER RENEE	720 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858306473956	20000263	MCCLARE, MICHAEL	MCCLARE, SANDY	1 PIEDMONT	TRABUCO CANYON	CA	92679
858300897732	00030763	MEYER, DIANA ADAMS		PO BOX 1910	PINEHURST	NC	28374
858415621839	00036858	MOORE COUNTY		PO BOX 905	CARTHAGE	NC	28327-0905
858300290206	00036404	MOORE COUNTY		PO BOX 905	CARTHAGE	NC	28327-0905
858300672862	20170299	MORAHAN, EMMA MICHELLE		200 PARRISH LANE	CARTHAGE	NC	28327
858306475907	20000262	MORGAN, NATHANIEL JAMES	MORGAN, LAUREL LYN	454 AVENUE OF THE CAROLINAS	WHISPERING PINES	NC	28327
858300586499	20190355	PAGAN-COLON, KEVEN	PAGAN, LINDA BEATRIZ	765 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858419617881	00040116	PARDY, ALICE M		17 CARDINAL DRIVE	CARTHAGE	NC	28327
858420800207	00039378	PEASE, ROBERT D & MARIE M		195 LAKEVIEW DR	WHISPERING PINES	NC	28327
858311664248	00032037	PINEHURST AREA REALTY, INC		PO BOX 1511	PINEHURST	NC	28370
858310463494	00037595	PINEHURST AREA REALTY, INC		PO BOX 1511	PINEHURST	NC	28370
858311575331	00037648	PINEHURST AREA REALTY, INC		PO BOX 1511	PINEHURST	NC	28370
858311578066	00037659	PINEHURST AREA REALTY, INC		PO BOX 1511	PINEHURST	NC	28370
858311576267	00037660	PINEHURST AREA REALTY, INC		PO BOX 1511	PINEHURST	NC	28370
858420805227	00035560	PISTANI, BRENDA	PISTANI, LOUIS	1 MARTIN WAY	WHISPERING PINES	NC	28327
858300683068	20170028	POWELL, SHAWN G	POWELL, ALEXANDRA P	655 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300675978	20160286	PULLAR, ANDREW	PULLAR, MICHELLE	325 PARRISH LANE	CARTHAGE	NC	28327
858308896951	00037957	PUNCH, PATRICIA A		6 MARTIN WAY	CARTHAGE	NC	28327
858419700811	00031675	RICHARDSON, EMMA BROWN		624 THIRD AVE S	COLUMBUS	MS	39701
858300683235	20190364	RODEWALD, JUSTIN ROBERT	RODEWALD, LIZA M.	675 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858308879988	0003838470	ROSS, CALVIN TRUSTEE	WELKER, CATHERINE R TRUSTEE	2396 CAMP EASTER ROAD	CARTHAGE	NC	28327
858300578897	20180288	RUEMMLER, MATTHEW W	RUEMMLER, CARRIE A	600 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300577898	20180287	RUFFIN, DAVID MONROE	RUFFIN, KATHLEEN JACKSON	590 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300683177	20170027	SCARBOROUGH, JUSTIN T	SCARBOROUGH, MELANIE G	665 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300681326	20190361	SCRUGGS, ANDREW MARSHALL	SCRUGGS, ELIZABETH	705 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858419701725	00036205	SHELTON, NATHAN	SHELTON, ANGELA	32 CARDINAL DRIVE	CARTHAGE	NC	28327
858419618373	00041558	SHI, XINYAN		25 CARDINAL DRIVE	CARTHAGE	NC	28327
858300587068	20160088	SILVA, TONY K		595 AVENUE OF THE CAROLINA	WHISPERING PINES	NC	28327
858300672918	20170030	SMITH, ISAAC T	SMITH, JESSICA	635 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300589402	20190358	SOPER, ERIN BROWN		735 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300581245	20160096	STAC B L P		6 LANDMARK SQUARE SUITE #411	STAMFORD	CT	06901
858300674932	20160294	SUMMERS, ASHLYN E	SUMMERS, GILBERT M III	205 PARRISH LANE	CARTHAGE	NC	28327
858400218083	0003253880	TIME SAVER AVIATION, LLC		12730 FAIR LAKES	FAIRFAX	VA	22033
858300585099	20160090	TONGAMBOU, FERDINAND	TONGAMBOU, DEBRA LYNN	575 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300587466	20190356	TORVINEN, SPENCER TODD		755 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300576897	20180286	TOWNSEND, WILLIAM LUKE	TOWNSEND, MEAGAN WHITE	580 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
859400027101	20120128	TR & G ENTERPRISES		1469 REGETTA LANE SW	OCEAN ISLE BEACH	NC	28469
858300685228	20190365	TUNNING, CHRISTOPHER	TUNNING, ERIKA	660 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300586522	20190354	URIBE, DANIEL JOSHUA	URIBE, AMANDA CHERIE	775 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858400624666	00041282	VILLAGE OF WHISPERING PINES		10 PINE RIDGE DR	WHISPERING PINES	NC	28327
858400616722	20160547	VILLAGE OF WHISPERING PINES		10 PINE RIDGE DR	WHISPERING PINES	NC	28327
858420803192	00041284	VILLAGE OF WHISPERING PINES		10 PINE RIDGE DR	WHISPERING PINES	NC	28327
858300682371	20190363	WALKER, ALEXA	WALKER, CODY	685 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300584680	20190352	WESTBROOK, JASON R	WESTBROOK, CHRISTINE M	795 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300583153	20160093	WHITE, JOSHUA C	WHITE, HEIDI J	545 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327
858300682523	20190369	WILLERICK, MATTHEW S	WILLERICK, KATHERINE C	700 AVENUE OF THE CAROLINAS	CARTHAGE	NC	28327

CAROPINES PROPERTY (PDP #3)
PRELIMINARY DEVELOPMENT PLAN NARRATIVE

The purpose of this PD – Preliminary Development Plan #3 (PDP) application is to fully describe the proposed phase(s) of development for the Caropines Property that meets all standards of the Caropines Property Conceptual Development Plan (CDP). As stated in the Town of Southern Pines Unified Development Ordinance (UDO) in Section 2.18.5(A), the PDP is intended to show, with greater detail, the proposed portion of development and illustrate how "proposed land use mix and intensity are consistent with the Comprehensive Plan, the purposes of the PDD and the approved Conceptual Development Plan". The following narrative will provide information related to the submitted plans and provide details of Phase 3B, 4, & 5 of the proposed development of the Caropines CDP. This narrative will describe how the PDP meets the criteria set forth in Section 2.18.5(A). Phases 3B, 4, & 5 are consistent with the PD zoning district, CDP and the Town's Comprehensive Long-Range Plan (CLRP). The property is indicated as Residential/Golf in the Town's CLRP.

Phases 3B, 4, & 5, as described in this PDP application, are intended to include the next phases of development for the Caropines property and includes 29 single-family residential lots, 15 cottages, 54 townhomes, and 120 condominium units. An extension of the existing roadway network is shown on the PDP and connects the lots described in the PDP to Airport Road. With these phases, the current emergency and construction access road will be fully paved to the secondary entrance on Airport Road. This development conforms with the Development Program in Section 5.1 and Table 1.0 of the CDP booklet as well as all standards indicated in the CDP document. A tabulation is provided on sheet L-1.7 of the submission documents demonstrating conformance with the development program, dimensional standards and open space requirements as described in the CDP. Following is a description of the individual phases and overall design elements of the PDP.

Residential Development

Residential development proposed in this PDP will contain a total of 218 units. Lot totals by phase are described below:

Phase 3B = 15 cottage lots & 29 single-family detached
Phase 4 = 54 townhome lots
Phase 5 = 120 condominium units

The PDP plans include all associated infrastructure to accommodate the development of these phases. All lots meet the dimensional requirements provided in the CDP document. Lots in these phases are configured with streets that connect to the existing street network.

Overall Community

Walkability

Walkability is also an important component of the proposed development. A concrete sidewalk is provided along one side of all streets within these phases of development as required by the CDP. These sidewalks connect to the community's existing pedestrian network and the Southern Pines greenway trail system through access points provided in previous phases of the development. Sidewalks will connect to the community's amenities and open spaces during future phases of development.

Amenities

Amenities are provided in the existing community. A community clubhouse area and small parks are provided for all residents and are connected through a community wide trail and sidewalk system. Phases 3B, 4, & 5 will connect to these amenities and extend the community wide trail and sidewalk system

Stormwater Management

Stormwater management for all sites on the property will be provided per Section 5.5.10 of the CDP booklet. Appropriate state and local stormwater and erosion control permits will be required by the Town prior to any land disturbance activity on the site.

Lighting

All lighting on the property will follow Section 5.5.6 of the CDP and Section 4.8 of the UDO. Lighting levels along streets will be provided to meet the UDO standards for safety and match the existing community. Proposed lighting fixtures will match previous phases of development. All light will be projected downward to limit any light spilling onto adjacent properties.

Endangered Species

A woodpecker study has been prepared for the property and included in the CDP document. The property is also enrolled in the Red Cockaded Woodpecker Safe Harbor Program. While the area is located within potential foraging habitat, no active woodpecker cavity trees are located on this area of the property. During the full construction and engineering design phases, letters will be obtained from US Fish and Wildlife to clear the areas of the property for Phases 3B, 4, & 5. Letters permitting removal of trees will be required prior to any tree clearing on the property and all clearing must be completed within the guidelines.

Utilities/Infrastructure

This PDP follows the criteria described in Sections 5.5.5 of the CDP booklet. Water and sewer utilities are readily available for the project. Conceptual utility plans, have been provided in the documents, illustrating the location of water and sewer utility connections, consistent with the master utility plan

All required infrastructure improvements will be provided by the developer for the lots described in this PDP.

Roadways

Roadways will be constructed in accordance with Section 5.5.1 of the CDP document. A Traffic Impact Assessment (TIA) has been provided showing the phasing of development within the property. The addition of 218 units (total of 368 lots including the previously approved PDP) will trigger the improvements under Phase 2 & 3 as described in the letter from NCDOT dated February 6, 2019 (provided). The maximum buildout before requiring the improvements as described in Phase 3 is 300 units.

As stated in the NCDOT letter dated February 6, 2019, additional analysis and review with NCDOT may occur to re-evaluate the need for these improvements. If further traffic studies and review by NCDOT determine a change in the required Phase 2 & 3 improvements, the developer will adhere to all requirements as determined by NCDOT. Any additional traffic studies or changes in the improvement requirements required by NCDOT will be provided to the Town of Southern Pines for review.

Additional analysis from Ramey Kemp & Associates regarding the proposed phases has been provided in a letter dated March 14, 2022.

The proposed plan utilizes the CDP's development standards and implements portions of additional phases in the existing neighborhood, meeting the standards contained in the document. These phases of development meet the standards of the CDP and are part of a larger residential community as described in the CLRP.

In summary, the proposed PD – PDP is consistent with the Town's Comprehensive Long-Range Plan (CLRP) and promotes its objectives. The CLRP designates the property as Residential/Golf. This PDP contains additional residential lots within the overall residential community that meet the standards of the approved CDP. The approved CDP describes a master planned residential community. The proposed PDP is the commencement of the next phases of development for the Caropines property. Phases 3B, 4, & 5, as indicated in this PDP, meet the description of the community vision described in Section 2.2 of the CDP and will create new residential housing in the Caropines community and Southern Pines.

Caropines Property
Preliminary Development Plan Justification

Below are listed the four (4) criteria required to approve a Preliminary Development Plan (PDP) application as described in Section 2.18.5(H) of the Town of Southern Pines Unified Development Ordinance (UDO). Following the individual criteria is an explanation, indicated in red, describing how the project demonstrates compliance with each of these criteria.
A Preliminary Development Plan is permitted if the Applicant demonstrates that:

(1) The application demonstrates that it will achieve the purposes of the PDD and this section;

The PDP conforms to all standards set forth in the Conceptual Development Plan (CDP) and the standards set forth in the UDO. The booklet included with the approved CDP demonstrates the overall compliance with the UDO and this PDP follows the standards of the CDP. The PD District, Comprehensive Long-Range Plan (CLRP) and the CDP all encourage a residential community that reflects the standards of the existing community that surrounds the phase of development described in the PDP. The PDP submitted meets these goals.

(2) The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;

The PDP is consistent with and meets all standards and requirements provided in the CDP booklet and plans and conforms to the standards of the UDO. All uses are consistent with the proposed development program and allowable uses in the CDP. The development of 29 residential lots, 15 cottage lots, 54 townhome lots, and 120 condominium units is consistent with Table 1.0 Development Program in the CDP booklet. The residential units follow all standards of the CDP included in Section 5 of the CDP.

(3) The proposed Development is located in an area of the Town that is appropriate; and

The PDP is consistent with the CDP and surrounding community. The CLRP, which takes in to account surrounding land uses, designates this property as residential/golf. The property is bordered by: Airport Road and the Moore County Airport on its Northern boundary, the Mill Creek Commercial Shopping Center on its Western boundary, the Whispering Woods golf course community in the Whispering Pines jurisdiction on its Eastern boundary, and the Mill Creek and the Warrior Woods residential subdivision on its Southern boundary. The continued residential use included in the PDP is consistent with the surrounding land uses and appropriate for this area. With the development standards set forth in the UDO and CDP, the PDP will be compatible with the surrounding neighborhoods and land uses.

(4) The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services

This PDP follows the criteria described in Sections 5.5.5 of the CDP booklet, and water and sewer utilities are readily available for the project and have been developed in previous phases of The Carolina development.

Town of Southern Pines
Chartered 1887
North Carolina

Major Subdivision Preliminary Plat

REQUIRED APPLICATION MATERIALS:

____ **Special Use Permit Application** and all supporting documentation.

____ **Completed Major Subdivision Preliminary Plat Application** signed by the applicant.

____ **Appointment of Agent**, if applicable, signed by the property owner(s) and the agent.

____ **Deed** copy to provide proof of ownership and property boundaries.

____ **Preliminary Plat**: Please refer to Appendix A of the UDO (pg. A-11) for detail requirements.

____ **Written narrative:** It is the responsibility of the applicant to demonstrate compliance with **UDO §2.19** and **§2.20**.

____ **Additional documentation**: Additional text and/or maps provided to demonstrate consistency with the criteria for approval of a preliminary plat listed in **UDO §2.20.5(G)**. The list of criteria is attached.

____ **Covenants and Restrictions**, if applicable.

____ **Utility letters** confirming the availability of service and improvements necessary to provide water, wastewater, natural gas or telecommunications services (not needed for Town services).

____ **Drainage concept plan**, if applicable – see drainage impact analysis checklist.

____ **Traffic impact analysis**, if applicable – see traffic impact analysis checklist.

____ **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff Review**: Planning staff will review the application within five business days and notify the applicant if additional materials are needed.
2. **Public Hearing**: A public hearing will be held before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.) In addition to the regular meeting, the applicant or a representative is expected to attend the Town Council agenda meeting the Wednesday prior to the regular meeting.
3. **Approval:** The Town Council may approve, conditionally approve or deny the application based on the criteria listed in **UDO §2.20.5(G)**. The Special Use Permit shall not become effective until the Planning Director approves and the Applicant records the final plat for the applicable area.

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net **(910) 692-4003** www.southernpines.net

Town of Southern Pines North Carolina — Chartered 1887

Major Subdivision Preliminary Plat Application

Date Received: _____ Case No.: S-____-_____

Subdivision Name: Caropines - Phase 3B, 4, & 5 Street Address: 277 Ave of the Carolinas

PIN: See attached Parcel ID: See attached Zoning District: PD

Project acreage in: Lots ±15.13 + Roads ±5.15 AC + Open Space ±25.48 + Common Area _____

+ Other (describe) ±4.46 - CONDOMINIUM BLDG/PARKING = Total Project Acreage ±57.14

Number of Lots: 98 + 120 CONDO Minimum Lot Size: 4,250 SF Setbacks: AS APPROVED IN CDP

Highway Corridor Overlay: Yes/No NO If yes, Urban Village ____ Urban Transition _____ Rural Hwy _____

Watershed: Yes/No YES If yes, LR #2: X LR Vass: _____ Nicks Creek: _____ HQW: Yes/No X

Does the site contain a Special Flood Hazard Area: Yes/No YES Does the site contain wetlands: Yes/No YES

Applicant:

Name: CAROPINES VENTURES, LLC & 71ST PARTNERS, LLC - C/O PERRY SHELLY

Phone: 910-864-3232 Email: PerryS@c-sprop.com

Mailing Address: THORNGROVE COURT SUITE 1, FAYETTEVILLE, NC 28303

Contact Person, if different from Applicant:

Name: KOONTZ JONES DESIGN - BOB KOONTZ

Phone: 910-684-8487 Email: bkoontz@koontzjones.com

Mailing Address: 150 S PAGE ST, SOUTHERN PINES, NC 28387

Legal Property Owner(s), if different from Applicant:

Name(s): _____

Phone: _____ Email: _____

Mailing Address: _____

Date: 3/14/22

Caropines Ventures, LLC
by: _____
Signature of Applicant

APPOINTMENT OF AGENT

The undersigned owner(s), Caropines Ventures, hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for approval of a Major Subdivision of the property described in the attached application. The owner(s) hereby agree that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;

2. to appear at public meetings and give representation and comments on behalf of the owner(s);

3. to accept conditions or recommendations made by the Town of Southern Pines Planning Board and Town Council for the approval of a Major Subdivision of the property; and

4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Major Subdivision under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 4TH day of MARCH, 2022.

Caropines Ventures LLC
Property Owner
by: Perry Shelley

Property Owner

Agent

UDO §2.20.5 Preliminary Plat

(G) Criteria

(1) The application is consistent with the approved Sketch Plat, if applicable.

(2) The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities;

(3) The proposed subdivision complies with the UDO and the applicable state and federal regulations;

(4) The proposed subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property;

(5) The proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties; and

(6) The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.

Tract	Owner	Deed Book	Page	PIN	Parcel ID
1	Caropine Ventures, LLC	4512	377	858400613908	20050760
2	71ST PARTNERS, LLC	4777	140	858419511440	96000281
3	Caropine Ventures, LLC	4198	260	858300789195	00031457
4	71ST PARTNERS, LLC	4777	140	858419508871	96000280
5	71ST PARTNERS, LLC	4777	140	858300592330	96000278

Caropines PDP-3
Major Subdivision Justification

Below are listed the six (6) criteria required to approve a Major Subdivision application as described in Section 2.20.5 (G) Criteria of the Town of Southern Pines UDO. Following the individual criteria is an explanation, indicated in red, describing how the project demonstrates compliance with each of these criteria.

(1) The application is consistent with the approved Sketch Plat, if applicable.

Not Applicable

(2) The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities;

The PDP conforms to all standards set forth in the Conceptual Development Plan (CDP) and the standards set forth in the UDO. The booklet included with the approved CDP demonstrates the overall compliance with the UDO and this PDP follows the standards of the CDP. The PD District, Comprehensive Long-Range Plan (CLRP) and the CDP all encourage a residential community that reflects the standards of the existing community that surrounds the phase of development described in the PDP. The PDP submitted meets these goals.

(3) The proposed subdivision complies with the UDO and applicable state and federal regulations

The proposed development complies with the UDO and will meet all the requirements as provided in the approved Conceptual Development Plan (CDP)

(4) The proposed subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property;

The PDP is consistent with and meets all standards and requirements provided in the CDP booklet and plans and conforms to the standards of the UDO. All uses are consistent with the proposed development program and allowable uses in the CDP. The development of 29 residential lots, 15 cottage lots, 54 townhome lots, and 120 condominium units is consistent with Table 1.0 Development Program in the CDP booklet. The residential units follow all standards of the CDP included in Section 5 of the CDP.

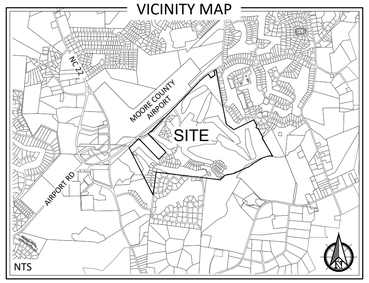
(5) The proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties; and

The PDP is consistent with the CDP and surrounding community. The CLRP, which takes in to account surrounding land uses, designates this property as residential/golf. The property is bordered by: Airport Road and the Moore County Airport on its Northern boundary, the Mill Creek Commercial Shopping Center on its Western boundary, the Whispering Woods golf course community in the Whispering Pines jurisdiction on its Eastern boundary, and the Mill Creek and the Warrior Woods residential subdivision on its Southern boundary. The continued residential use included in the PDP is consistent with the surrounding land uses and appropriate for this area. With the development standards set forth in the UDO and CDP, the PDP will be compatible with the surrounding neighborhoods and land uses.

(6) The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.

This PDP follows the criteria described in Sections 5.5.5 of the CDP booklet, and water and sewer utilities are readily available for the project and have been developed in previous phases of The Carolina development.

VICINITY MAP



PHASE 5
SHEET L-1.5

PHASE 4
SHEETS L-1.3, L-1.4

PHASE 3B
SHEETS L-1.1, L-1.2

ANTICIPATED PHASING SCHEDULE

1. PHASE 3B
2. PHASE 4
3. PHASE 5

PHASING NOTE:
1. THE PHASES DESCRIBED ABOVE REPRESENTS THE CURRENT ANTICIPATED ORDER OF DEVELOPMENT FOR THE PROPOSED PRELIMINARY DEVELOPMENT PLAN (PDP). PURSUANT TO NCGS §160A-385.1(D)(2) THE APPLICANT REQUESTS THAT THE APPROVED PDP INCLUDING THIS PHASING PLAN BE VESTED FOR A DURATION OF UP TO FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THE PDP. SHOULD CHANGES DUE TO MARKET CONDITIONS OR ENGINEERING DESIGN CONSTRAINTS ARISE, MODIFICATIONS TO THIS PHASING PLAN MAY BE REQUESTED OF AND ADMINISTRATIVELY APPROVED BY THE PLANNING DIRECTOR DURING THE ENGINEERED SITE PLAN PROCESS, IF APPROPRIATE UTILITIES AND INFRASTRUCTURE ARE INCLUDED WITH THE DEVELOPMENT PHASE AND THE MODIFICATION TO THE PHASING PLAN IS CONSISTENT WITH THE APPROVED CONCEPTUAL DEVELOPMENT PLAN (CDP) AND §2.9 OF THE UNIFIED DEVELOPMENT ORDINANCE (UDO).

150' 0' 150' 300' 600'
SCALE: 1" = 300'-0"

811 Know what's below. Call before you dig.

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

REVISIONS:

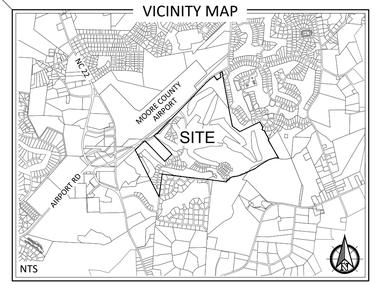
CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA

OVERALL KEY SHEET

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC'd BY: REK
SCALE: 1" = 300'-0"
PROJECT #: KDJ1801

SHEET NUMBER#:
L-1.0

VICINITY MAP



LEGEND

- = PHASE BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING EASEMENT
- = EXISTING GAS LINE
- = EXISTING WETLAND
- = PROPOSED RIGHT OF WAY
- = PROPOSED LOT LINE
- = PROPOSED BUILDING SETBACKS
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED MANHOLE
- = OPEN SPACE

ZONING INFORMATION

ZONING CLASSIFICATION:
PD - (WITH AN APPROVED CONCEPTUAL DEVELOPMENT PLAN)

REQUIRED SETBACKS (COTTAGE):
FRONT: 20'
SIDE-STREET: 10'
SIDE INTERIOR: 5'
REAR: 20'

REQUIRED SETBACKS (SINGLE FAMILY):
FRONT: 20'
SIDE-STREET: 15'
SIDE INTERIOR: 10'
REAR: 25'

MAX. BUILDING HEIGHT: 35'

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY
PANEL(S) NO: 8583
MAP(S): 3710858300J
DATE: OCTOBER 17, 2006

PROPERTY INFORMATION

PROPERTY OWNER(S):
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

APPLICANT:
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

TOTAL ACREAGE (PHASE 3B): ±14.18 AC

TOTAL LOTS (PHASE 3B):
SINGLE FAMILY: 29 SINGLE FAMILY LOTS
COTTAGE: 15 COTTAGE LOTS
TOTAL: 44 UNITS

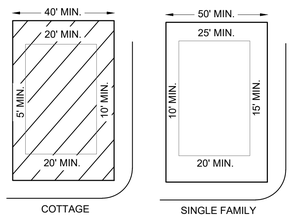
TOTAL OPEN SPACE (PHASE 3B): ±1.98 AC

TOTAL USEABLE OPEN SPACE (PHASE 3B): 0.00 AC

TOTAL IMPERVIOUS SURFACE (PHASE 3B): ±1.54 AC

LOT TYPICALS

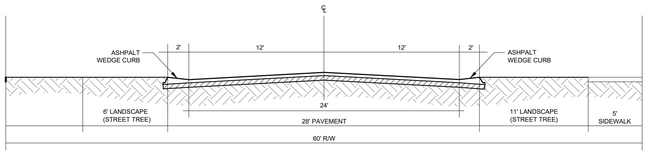
(PER SECTION 5.2 OF CONCEPTUAL DEVELOPMENT PLAN)



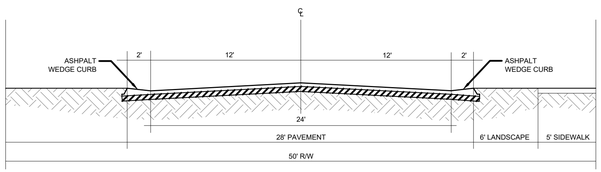
GENERAL NOTES:

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.5.6 OF THE CONCEPTUAL DEVELOPMENT PLAN.
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS OF SECTION 5.5.7 OF THE CONCEPTUAL DEVELOPMENT PLAN.
3. STORMWATER MANAGEMENT DEVICES TO FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.
4. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES.

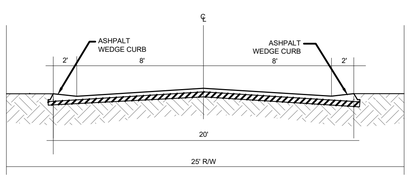
ROADWAY CROSS SECTIONS:



60' RIGHT-OF-WAY (RESIDENTIAL STREET)
SECTION (PER CONCEPTUAL DEVELOPMENT PLAN) NTS

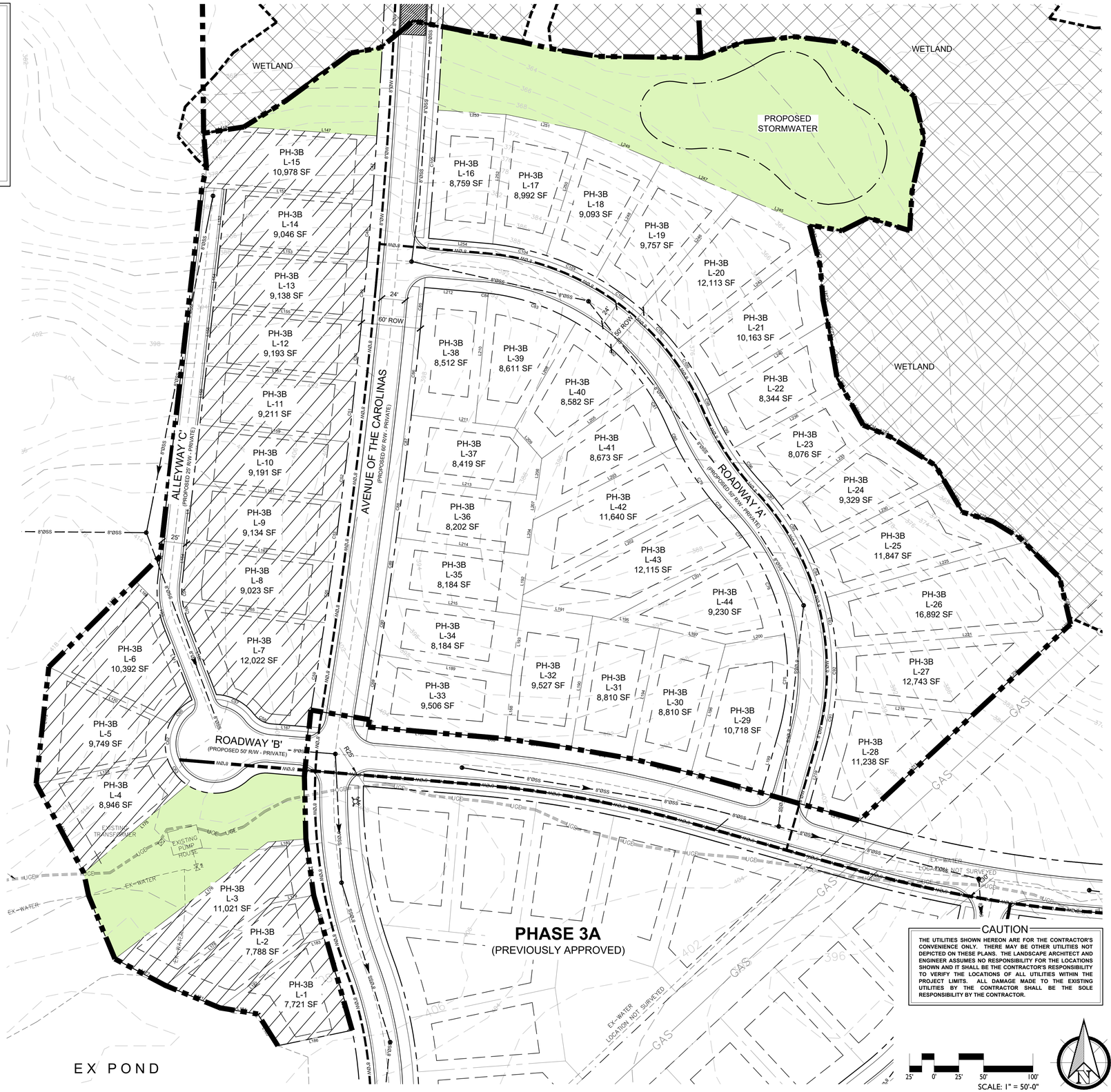


50' RIGHT-OF-WAY (RESIDENTIAL STREET)
SECTION (PER CONCEPTUAL DEVELOPMENT PLAN) NTS



25' RIGHT-OF-WAY (RESIDENTIAL PRIVATE ALLEY)
SECTION NTS

811 Know what's below. Call before you dig.



CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.

25' 0' 25' 50' 100'
SCALE: 1" = 50'-0"

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

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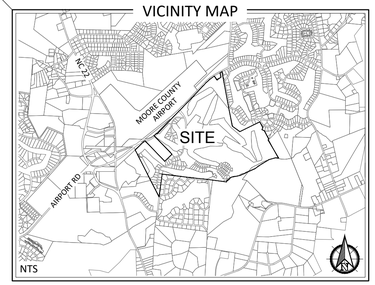
REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA
PHASE 3B - PRELIMINARY PLAT

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC'D BY: REK
SCALE: 1" = 50'-0"
PROJECT #: KDJ1801

SHEET NUMBER#:
L-1.1

VICINITY MAP



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PLANT SCHEDULE PHASE 3B

TREES	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	CONT.	CAL.
	ACR	16	Acer rubrum `October Glory` TM / October Glory Maple	-	-	-	2-1/2 -3" Cal.
	PNP	69	Pinus palustris / Longleaf Pine	6-8`	-	Cont.	2" Cal.
	QUP	19	Quercus phellos / Willow Oak	-	-	-	2-1/2 -3" Cal.

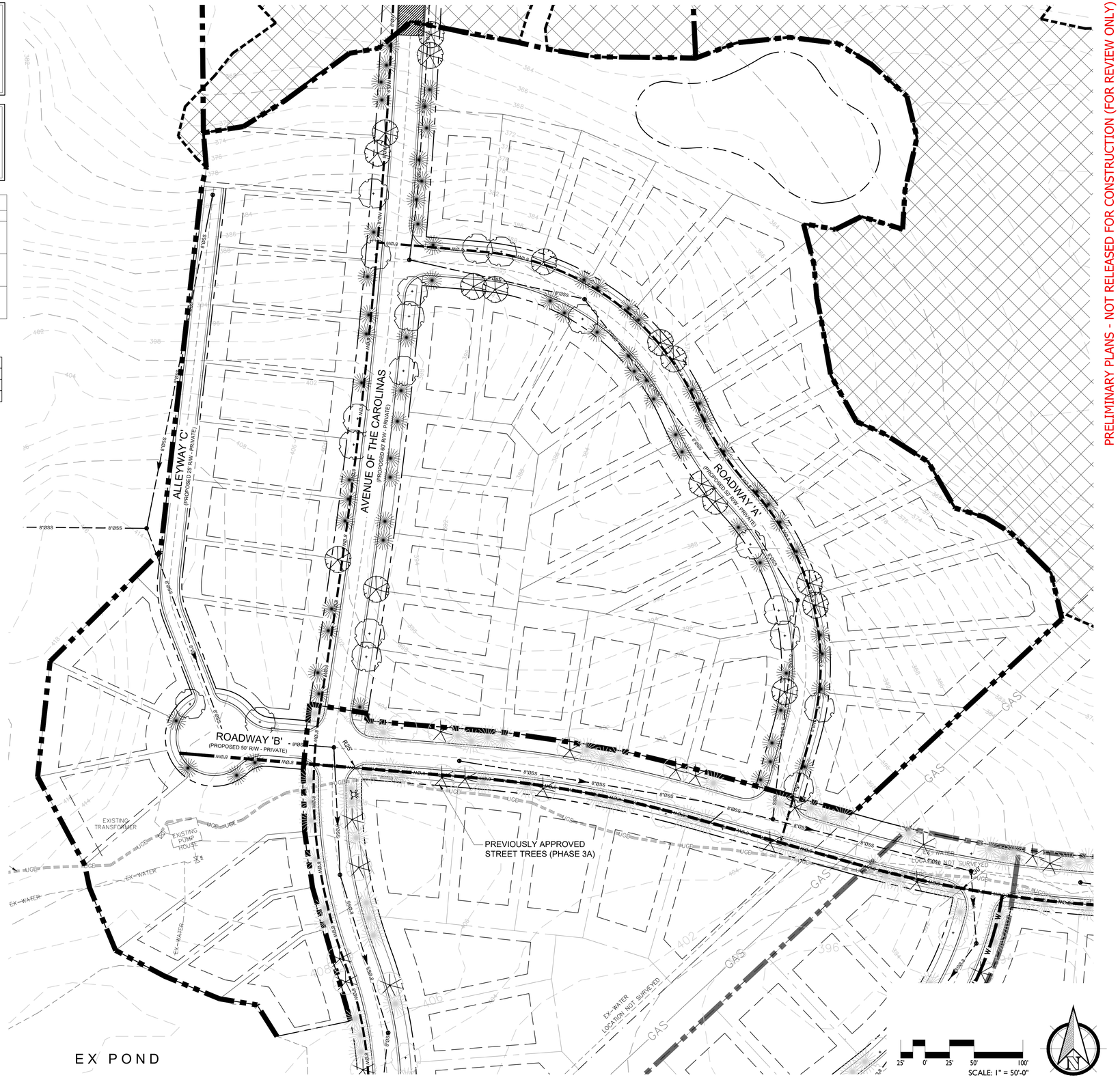
STREET TREE CALCULATION

REQUIRED LANDSCAPE (STREET TREES) PER SEC 4.3.3

STREET	TOTAL DISTANCE (LF)	PLANTINGS/LF	PLANTING TYPE	REQUIRED	PROVIDED
Avenue of the Carolinas - Phase 3B (Both Sides)	1386	1/30 LF	LARGE TREES	46	46
Roadway 'A" - Phase 3B (Both Sides)	1568	1/30 LF	LARGE TREES	52	52
Roadway 'B" - Phase 3B (Both Sides)	188	1/30 LF	LARGE TREES	6	6

STREETSCAPE PLANTING NOTES:

1. STREET TREE PLANTING TO COMPLY WITH THE GUIDELINES ESTABLISHED IN SECTION 5.5.4 OF THE APPROVED CONCEPTUAL DEVELOPMENT PLAN (CDP).
2. STREET TREE PLANTING LOCATIONS MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE FOR DRIVEWAY LOCATIONS OR EXISTING SITE CONDITIONS.
3. STREET TREES TO BE PLANTED AT A RATE OF ONE TREE PER EVERY 30' OF ROADWAY ON BOTH SIDES, AS REQUIRED IN SECTION 4.3.3 OF THE SOUTHERN PINES UDO. HOWEVER, SPACING BETWEEN TREES MAY EXCEED 30' O.C., TO ESTABLISH NATURAL RANDOM SPACING, BUT MUST NOT EXCEED SPACING GREATER THAN 80' O.C. (PER SEC. 5.5.4 OF THE CDP)
4. EACH LOT MUST HAVE A MINIMUM OF ONE STREET TREE PLANTED IN THE RIGHT-OF-WAY. (PER SEC. 5.5.4 OF THE CDP).
5. LONG LEAF PINES WILL MAKE UP A MINIMUM OF 65% OF THE REQUIRED STREET TREE PLANTINGS (PER SEC. 5.5.4 OF THE CDP).



LEGEND

- = PHASE BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING EASEMENT
- = EXISTING GAS LINE
- = EXISTING WETLAND
- = PROPOSED RIGHT OF WAY
- = PROPOSED LOT LINE
- = PROPOSED BUILDING SETBACKS
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED MANHOLE

811 Know what's below. Call before you dig.

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

REVISIONS:

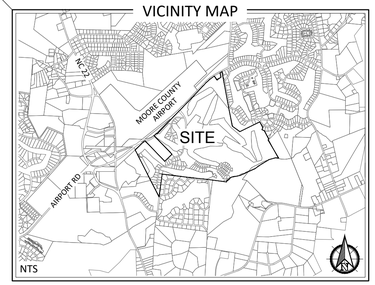
CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA

PHASE 3B - STREETSCAPE PLANTING PLAN

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC. BY: REK
SCALE: 1" = 50'-0"
PROJECT #: KJD1801

SHEET NUMBER#:
L-1.2

VICINITY MAP



FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER
NFIP FIRM COMMUNITY
PANEL(S) NO: 8583
MAP(S): 3710858300J
DATE: OCTOBER 17, 2006

CAUTION

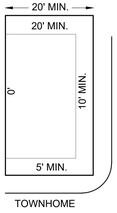
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.

GENERAL NOTES:

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.5.6 OF THE CONCEPTUAL DEVELOPMENT PLAN.
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS OF SECTION 5.5.7 OF THE CONCEPTUAL DEVELOPMENT PLAN.
3. STORMWATER MANAGEMENT DEVICES TO FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.
4. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES.

LOT TYPICAL

(PER SECTION 5.2 OF CONCEPTUAL DEVELOPMENT PLAN)



TOWNHOME

LEGEND

- = PHASE BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING EASEMENT
- = EXISTING GAS LINE
- = EXISTING WETLAND
- = PROPOSED RIGHT OF WAY
- = PROPOSED LOT LINE
- = PROPOSED BUILDING SETBACKS
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED MANHOLE
- = OPEN SPACE

ZONING INFORMATION

ZONING CLASSIFICATION:
PD - CONCEPTUAL DEVELOPMENT PLAN

REQUIRED SETBACKS (TOWNHOME):
FRONT: 5'
SIDE-STREET: 10'
SIDE INTERIOR: 0'
REAR: 20'

MAX. BUILDING HEIGHT: 35'

PROPERTY INFORMATION

PROPERTY OWNER(S):
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

APPLICANT:
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

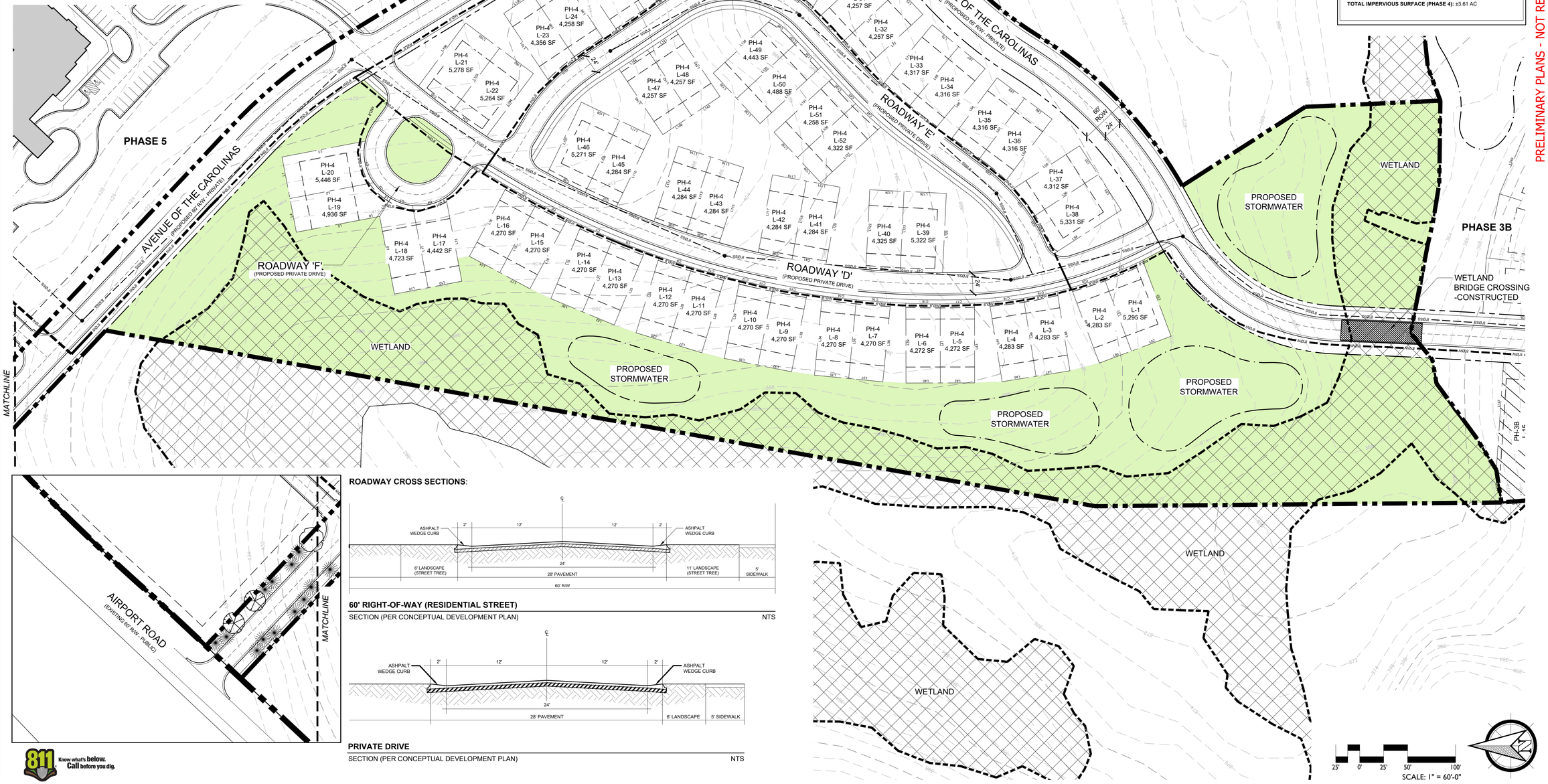
TOTAL ACREAGE (PHASE 4): ±21.37 AC

TOTAL LOTS (PHASE 4):
TOWNHOMES: 54 TOWNHOME LOTS

TOTAL OPEN SPACE (PHASE 4): ±7.76 AC

TOTAL USEABLE OPEN SPACE (PHASE 4): 0.00 AC

TOTAL IMPERVIOUS SURFACE (PHASE 4): ±3.61 AC



ROADWAY CROSS SECTIONS:

60' RIGHT-OF-WAY (RESIDENTIAL STREET)
SECTION (PER CONCEPTUAL DEVELOPMENT PLAN) NTS

PRIVATE DRIVE
SECTION (PER CONCEPTUAL DEVELOPMENT PLAN) NTS

811 Know what's below. Call before you dig.

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

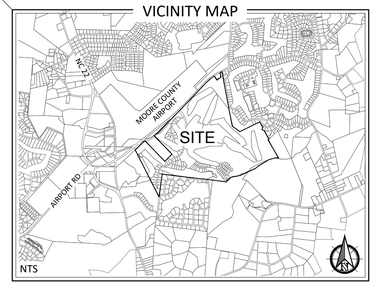
REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA
PHASE 4 - PRELIMINARY PLAT

DATE: 03.14.2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
Q.C. BY: REK
SCALE: 1" = 60'-0"
PROJECT #: KOD1801

SHEET NUMBER#:
L-1.3

VICINITY MAP



FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER
NFIP FIRM COMMUNITY
PANEL(S) NO: 8583
MAP(S): 3710858300J
DATE: OCTOBER 17, 2006

CAUTION

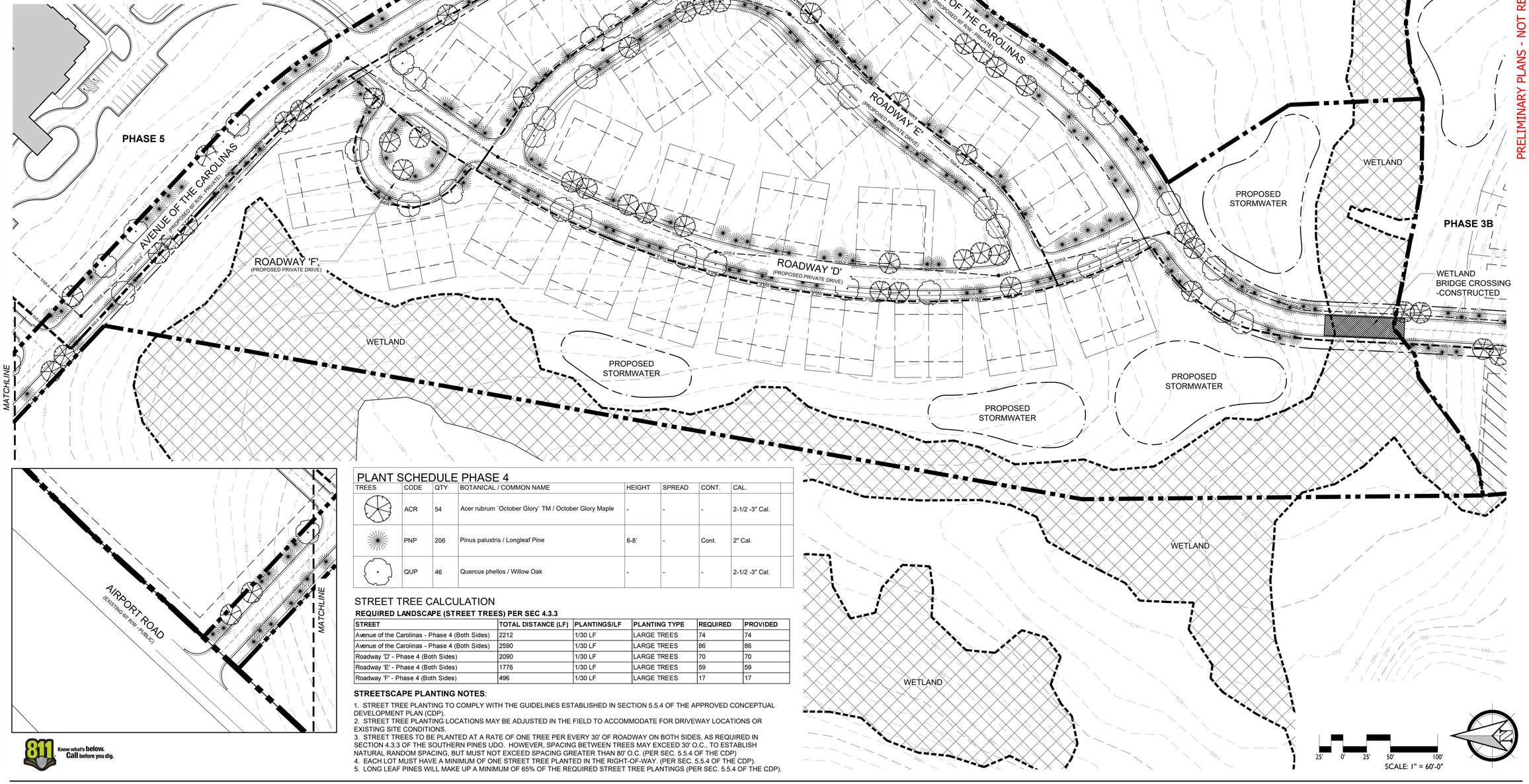
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.

GENERAL NOTES:

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.5.6 OF THE CONCEPTUAL DEVELOPMENT PLAN.
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS OF SECTION 5.5.7 OF THE CONCEPTUAL DEVELOPMENT PLAN.
3. STORMWATER MANAGEMENT DEVICES TO FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.
4. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES.

LEGEND

- = PHASE BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING EASEMENT
- = EXISTING GAS LINE
- = EXISTING WETLAND
- = PROPOSED RIGHT OF WAY
- = PROPOSED LOT LINE
- = PROPOSED BUILDING SETBACKS
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED MANHOLE



811 Know what's below. Call before you dig.

PLANT SCHEDULE PHASE 4

TREES	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	CONT.	CAL.
	ACR	54	Acer rubrum `October Glory` TM / October Glory Maple	-	-	-	2-1/2 -3" Cal.
	PNP	206	Pinus palustris / Longleaf Pine	6-8'	-	Cont.	2" Cal.
	QUP	46	Quercus phellos / Willow Oak	-	-	-	2-1/2 -3" Cal.

STREET TREE CALCULATION

REQUIRED LANDSCAPE (STREET TREES) PER SEC 4.3.3

STREET	TOTAL DISTANCE (LF)	PLANTINGS/LF	PLANTING TYPE	REQUIRED	PROVIDED
Avenue of the Carolinas - Phase 4 (Both Sides)	2212	1/30 LF	LARGE TREES	74	74
Avenue of the Carolinas - Phase 4 (Both Sides)	2590	1/30 LF	LARGE TREES	86	86
Roadway 'D' - Phase 4 (Both Sides)	2090	1/30 LF	LARGE TREES	70	70
Roadway 'E' - Phase 4 (Both Sides)	1776	1/30 LF	LARGE TREES	59	59
Roadway 'F' - Phase 4 (Both Sides)	496	1/30 LF	LARGE TREES	17	17

STREETSCAPE PLANTING NOTES:

1. STREET TREE PLANTING TO COMPLY WITH THE GUIDELINES ESTABLISHED IN SECTION 5.5.4 OF THE APPROVED CONCEPTUAL DEVELOPMENT PLAN (CDP).
2. STREET TREE PLANTING LOCATIONS MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE FOR DRIVEWAY LOCATIONS OR EXISTING SITE CONDITIONS.
3. STREET TREES TO BE PLANTED AT A RATE OF ONE TREE PER EVERY 30' OF ROADWAY ON BOTH SIDES, AS REQUIRED IN SECTION 4.3.3 OF THE SOUTHERN PINES UDO. HOWEVER, SPACING BETWEEN TREES MAY EXCEED 30' O.C., TO ESTABLISH NATURAL RANDOM SPACING, BUT MUST NOT EXCEED SPACING GREATER THAN 80' O.C. (PER SEC. 5.5.4 OF THE CDP)
4. EACH LOT MUST HAVE A MINIMUM OF ONE STREET TREE PLANTED IN THE RIGHT-OF-WAY. (PER SEC. 5.5.4 OF THE CDP).
5. LONG LEAF PINES WILL MAKE UP A MINIMUM OF 65% OF THE REQUIRED STREET TREE PLANTINGS (PER SEC. 5.5.4 OF THE CDP).

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

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LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA
PHASE 4 - STREETSCAPE PLANTING PLAN

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
Q.C. BY: REK
SCALE: 1" = 60'-0"
PROJECT #: KDJ1801

SHEET NUMBER#:
L-1.4

VICINITY MAP

GENERAL NOTES:

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.5.6 OF THE CONCEPTUAL DEVELOPMENT PLAN.
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS OF SECTION 5.5.7 OF THE CONCEPTUAL DEVELOPMENT PLAN.
3. STORMWATER MANAGEMENT DEVICES TO FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.
4. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES.

LEGEND

- = OVERALL PROPETY BOUNDARY
- = PHASE BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING EASEMENT
- = EXISTING GAS LINE
- = EXISTING WETLAND
- = PROPOSED RIGHT OF WAY
- = PROPOSED LOT LINE
- = PROPOSED BUILDING SETBACKS
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = OPEN SPACE
- = USEABLE OPEN SPACE

811 Know what's below. Call before you dig.

ZONING INFORMATION

ZONING CLASSIFICATION:
PD - CONCEPTUAL DEVELOPMENT PLAN

REQUIRED SETBACKS (CONDOMINIUM):
FRONT: 20
SIDE-STREET: 15
SIDE INTERIOR: 15
REAR: 30

MAX. BUILDING HEIGHT: 40'

PROPERTY INFORMATION

PROPERTY OWNER(S):
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

APPLICANT:
CAROPINE VENTURES, LLC
238 N. MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28302

TOTAL ACREAGE (PHASE 5): ±21.59 AC

TOTAL UNITS (PHASE 5):
CONDOMINIUM: 120 UNITS

TOTAL PARKING REQUIRED:
CONDOMINIUM (2 SPACES / UNIT) = 240 SPACES

TOTAL PARKING PROVIDED: 240 SPACES

TOTAL OPEN SPACE (PHASE 5): ±15.74 AC

TOTAL USEABLE OPEN SPACE (PHASE 5): ±10.88 AC

TOTAL IMPERVIOUS SURFACE (PHASE 5): ±4.46 AC

30' 0' 30' 60' 120'
SCALE: 1" = 60'-0"

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA
PHASE 5 - PRELIMINARY PLAT

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC'D BY: REK
SCALE: 1" = 60'-0"
PROJECT #: KDJ1801

SHEET NUMBER#:
L-1.5

Line Table		
Line #	Length	Direction
L218	141.139	N83° 55' 33.90"W
L221	233.080	N85° 13' 38.68"E
L240	142.773	S58° 34' 47.88"W
L236	125.204	S60° 57' 19.07"W
L243	174.566	N51° 51' 03.02"E
L246	151.628	N40° 22' 20.99"E
L202	212.914	S62° 28' 58.67"W
L201	159.090	S62° 09' 56.84"W
L205	127.580	N54° 22' 33.46"E
L208	123.297	N30° 08' 06.48"E
L225	207.532	N74° 22' 23.82"E
L252	131.938	N05° 56' 14.91"E
L250	132.347	N17° 24' 56.94"E
L230	154.367	N63° 31' 22.68"E
L233	123.992	N52° 40' 21.54"E
L196	135.221	S14° 55' 46.28"W
L219	65.042	N15° 48' 51.20"E
L254	58.772	N85° 00' 49.92"W
L199	65.042	N15° 48' 51.20"E
L212	58.772	N85° 00' 49.92"W

Line Table		
Line #	Length	Direction
L194	135.000	N12° 02' 28.09"E
L190	135.000	N09° 09' 09.90"E
L191	72.661	S82° 22' 20.64"E
L195	68.805	S79° 24' 11.00"E
L197	68.805	S76° 30' 52.81"E
L200	60.601	N80° 41' 31.88"E
L211	105.152	S83° 00' 23.99"E
L209	41.435	S41° 22' 34.49"E
L193	61.290	S08° 21' 42.73"W
L188	64.919	S05° 01' 16.02"W
L203	162.917	N62° 48' 18.11"E
L173	135.083	S78° 30' 12.38"W
L170	135.000	N65° 06' 43.00"W
L172	118.707	S06° 10' 30.05"W
L169	123.683	N45° 09' 29.82"E
L175	137.302	S49° 30' 05.90"W
L174	102.557	S28° 04' 30.61"E
L166	82.996	N21° 07' 10.16"W
L171	79.194	N21° 07' 10.16"W
L165	145.330	S81° 35' 02.87"E

Line Table		
Line #	Length	Direction
L163	149.694	S82° 09' 01.26"E
L159	151.506	S83° 17' 00.67"E
L157	151.521	S83° 51' 00.89"E
L155	150.943	S84° 25' 00.92"E
L153	149.771	S84° 59' 00.36"E
L151	170.519	S85° 32' 58.81"E
L147	134.990	S86° 09' 18.52"E
L150	19.800	N06° 25' 06.17"E
L131	99.015	S42° 50' 10.95"E
L133	104.368	S42° 50' 10.95"E
L135	104.368	S42° 50' 10.95"E
L138	99.453	S42° 50' 10.95"E
L128	99.248	S42° 50' 10.95"E
L127	102.394	S42° 50' 10.95"E
L129	43.000	N47° 09' 49.05"E
L136	43.000	N47° 09' 49.05"E
L123	100.904	N87° 16' 45.56"W
L122	99.979	N87° 16' 45.56"W
L125	99.510	N87° 16' 45.56"W
L126	53.000	N02° 43' 14.44"E

Curve Table			
Curve #	Length	Radius	Delta
C91	46.750	275.000	009.7403
C99	47.083	275.000	009.8096
C98	12.978	275.000	002.7040
C75	98.654	225.000	025.1220
C80	22.491	325.000	003.9651
C81	47.618	225.000	012.1258
C54	20.002	77.500	014.7874
C61	24.632	102.500	013.7689
C105	130.156	6280.000	001.1875
C35	53.024	1026.859	002.9586
C36	53.024	1026.859	002.9586
C40	43.013	1025.402	002.4034
C5	43.012	1065.859	002.3121
C11	29.586	1064.402	001.5926
C18	43.048	525.000	004.6981
C32	9.441	244.000	002.2170
C59	106.881	6220.000	000.9845
C69	66.372	6280.000	000.6055
C57	44.329	50.000	050.7976
C60	33.154	50.000	037.9916

Curve Table			
Curve #	Length	Radius	Delta
C58	21.037	25.000	048.2143
C70	7.567	479.382	000.9044
C74	18.992	1230.000	000.8847
C85	48.065	6280.000	000.4385
C44	43.122	525.000	004.7061
C56	17.247	77.500	012.7504
C55	61.469	6220.000	000.5662
C53	61.499	6220.000	000.5665
C52	61.517	6220.000	000.5667
C51	61.524	6220.000	000.5667
C48	61.470	6220.000	000.5662
C47	65.730	6220.000	000.6055
C104	61.959	275.000	012.9090
C103	55.589	275.000	011.5818
C102	55.453	275.000	011.5535
C101	55.332	275.000	011.5283
C100	55.231	275.000	011.5073
C96	48.204	275.000	010.0432
C97	27.624	275.000	005.7554
C95	52.078	275.000	010.8503

Curve Table			
Curve #	Length	Radius	Delta
C94	52.078	275.000	010.8503
C93	52.096	275.000	010.8541
C92	52.059	275.000	010.8465
C71	66.938	1230.000	003.1181
C68	27.401	1230.000	001.2764
C72	62.007	1230.000	002.8884
C73	62.007	1230.000	002.8884
C90	60.000	6280.000	000.5474
C89	60.000	6280.000	000.5474
C87	64.998	6280.000	000.5930
C88	60.000	6280.000	000.5474
C86	81.940	6280.000	000.7476
C84	6.238	225.000	001.5884
C83	94.251	225.000	024.0008
C82	94.519	225.000	024.0690
C79	62.107	325.000	010.9492
C78	28.013	325.000	004.9386
C77	35.178	225.000	008.9579
C76	97.456	225.000	024.8170
C65	44.838	530.000	004.8472

Line Table		
Line #	Length	Direction
L224	50.931	S44° 46' 13.28"E
L223	48.042	S13° 20' 13.56"E
L217	158.395	N47° 02' 31.73"E
L220	126.670	N47° 02' 31.73"E
L222	7.025	N47° 02' 31.73"E
L192	61.290	N07° 48' 52.04"E
L204	36.147	N07° 48' 52.04"E
L207	25.146	N06° 59' 36.01"E
L206	37.484	N08° 21' 55.04"E
L65	43.000	S36° 49' 31.77"W
L95	43.000	S33° 46' 18.55"E
L134	43.000	N47° 09' 49.05"E
L137	12.034	N47° 09' 49.05"E
L198	55.076	N74° 11' 08.80"W
L149	35.422	N04° 44' 23.52"W
L148	41.286	N81° 04' 51.26"E
L105	53.000	N36° 45' 48.37"E
L97	43.000	S33° 46' 18.55"E
L92	36.720	S33° 46' 18.55"E
L90	43.000	S33° 46' 18.55"E

Line Table		
Line #	Length	Direction
L85	43.000	S06° 11' 40.78"E
L82	43.000	N30° 15' 27.38"E
L75	43.000	S47° 09' 49.05"W
L76	43.000	N47° 09' 49.05"E
L70	43.000	N39° 37' 19.35"E
L62	12.292	S36° 49' 31.77"W
L63	43.000	N36° 49' 31.77"E
L57	43.000	N57° 04' 11.95"E
L52	53.000	S20° 28' 31.09"E
L47	43.000	S09° 06' 43.36"E
L42	43.000	S00° 05' 05.04"E
L37	43.000	S05° 35' 03.70"W
L32	43.000	S11° 14' 42.71"W
L27	43.000	S16° 54' 01.84"W
L20	43.000	N22° 33' 13.22"E
L14	43.000	N28° 12' 24.59"E
L12	43.000	S10° 45' 54.59"E
L1	53.000	N79° 14' 05.41"E
L109	53.000	N25° 35' 05.31"E
L114	43.000	N17° 58' 08.86"E

Line Table		
Line #	Length	Direction
L121	43.000	S10° 20' 59.47"W
L99	33.561	S33° 46' 18.55"E
L78	43.000	S47° 09' 49.05"W
L69	20.278	S36° 49' 31.77"W
L130	27.030	N47° 09' 49.05"E
L141	43.000	N33° 46' 18.55"W
L142	99.000	N56° 13' 41.45"E
L140	99.000	N56° 13' 41.45"E
L145	99.000	N56° 13' 41.45"E
L53	101.744	S69° 31' 28.91"W
L51	99.000	S69° 31' 28.91"W
L49	100.802	S69° 31' 28.91"W
L48	100.802	S80° 53' 16.64"W
L46	99.000	S80° 53' 16.64"W
L44	100.596	S80° 53' 16.64"W
L43	99.885	S89° 54' 54.96"W
L41	99.028	S89° 54' 54.96"W
L39	99.924	S89° 54' 54.96"W
L36	98.988	N84° 24' 56.30"W
L38	99.858	N84° 24' 56.30"W

Line Table		
Line #	Length	Direction
L167	37.433	N85° 14' 30.29"W
L143	43.000	N33° 46' 18.55"W
L2	106.815	N10° 45' 54.59"W
L5	80.000	N10° 45' 54.59"W
L3	106.423	N10° 45' 54.59"W
L11	104.709	S79° 14' 05.41"W
L13	106.896	S79° 14' 05.41"W
L9	99.000	S79° 14' 05.41"W
L16	99.877	N61° 47' 35.41"W
L251	81.968	N78° 19' 32.13"W
L253	69.141	N86° 25' 45.97"W
L216	53.021	N74° 11' 08.80"W
L187	112.429	N85° 14' 30.29"W
L186	76.848	S78° 15' 20.57"W
L180	38.574	S85° 10' 40.46"W
L176	194.963	S52° 36' 46.16"W
L183	21.514	S74° 06' 09.36"W
L182	106.494	S52° 36' 46.16"W
L178	136.886	N52° 36' 46.16"E
L179	42.611	N78° 56' 59.35"E

Line Table		
Line #	Length	Direction
L177	57.307	S62° 14' 22.59"E
L181	60.230	S67° 41' 30.89"E
L185	37.946	N32° 16' 44.66"W
L184	38.756	S80° 41' 21.04"E
L214	135.000	S82° 27' 33.30"E
L189	135.000	N81° 21' 51.92"W
L215	135.000	S81° 54' 42.61"E
L213	135.586	S83° 00' 23.99"E
L248	132.864	N29° 14' 05.79"E
L161	150.896	S82° 43' 00.66"E
L124	42.666	N02° 43' 14.44"E
L132	43.000	N47° 09' 49.05"E
L139	43.000	N47° 09' 49.05"E
L146	43.000	N33° 46' 18.55"W
L144	43.000	N33° 46' 18.55"W
L164	40.334	N06° 25' 06.17"E
L162	60.025	N06° 25' 06.17"E
L160	60.025	N06° 25' 06.17"E
L158	60.025	N06° 25' 06.17"E
L156	60.025	N06° 25' 06.17"E

Line Table		
Line #	Length	Direction
L154	60.025	N06° 25' 06.17"E
L152	59.989	N04° 27' 01.19"E
L210	132.198	N05° 39' 32.53"E
L249	82.831	S66° 47' 28.12"E
L247	84.945	S67° 35' 45.45"E
L245	78.490	S67° 11' 55.04"E
L244	18.112	S14° 28' 26.43"E
L242	24.348	S14° 28' 26.43"E
L241	57.190	S07° 27' 03.35"E
L239	22.084	S11° 22' 20.44"E
L238	36.055	S08° 45' 32.60"E
L237	11.052	S29° 02' 40.93"E
L235	43.272	S29° 02' 40.93"E
L234	17.034	S66° 36' 11.35"E
L232	12.852	S66° 36' 11.35"E
L231	54.129	S57° 39' 40.18"E
L229	54.839	S30° 05' 30.50"E
L228	32.653	S72° 59' 16.58"E
L227	31.384	S58° 26' 21.58"E
L226	6.296	S44° 46' 13.28"E

Curve Table			
Curve #	Length	Radius	Delta
C67	41.674	530.000	004.5052
C63	35.527	50.000	040.7106
C62	35.117	50.000	040.2407
C49	61.500	6220.000	000.5665
C50	54.216	6220.000	000.4994
C66	55.913	370.000	008.6583
C20	43.048	525.000	004.6980
C16	43.080	1064.402	002.3189
C14	43.012	1064.402	002.3153
C12	13.426	1065.859	000.7217
C9	43.012	1065.859	002.3121
C7	43.012	1065.859	002.3121
C25	30.790	244.000	007.2300
C30	43.330	139.000	017.8607
C38	43.013	1026.859	002.4000
C42	43.013	1025.402	002.4034
C64	57.611	530.000	006.2281
C4	43.912	64.000	039.3120
C3	28.795	64.000	025.7782
C2	19.987	64.000	017.8936

Curve Table			
Curve #	Length	Radius	Delta
C34	53.024	1026.859	002.9586
C33	43.410	244.000	010.1935
C31	44.358	139.000	018.2842
C29	43.794	139.000	018.0518
C26	22.755	486.000	002.6827
C24	43.226	244.000	010.1502
C21	53.091	525.000	005.7940
C19	43.048	525.000	004.6981
C17	43.080	1064.402	002.3189
C15	43.012	1064.402	002.3153
C13	43.012	1064.402	002.3153
C10	43.012	1065.859	002.3121
C8	43.012	1065.859	002.3121
C6	43.012	1065.859	002.3121
C37	43.013	1026.859	002.4000
C39	43.013	1026.859	002.4000
C41	43.013	1025.402	002.4034
C43	53.024	1025.402	002.9628
C28	43.794	139.000	018.0518
C27	43.053	486.000	005.0756

Curve Table			
Curve #	Length	Radius	Delta
C22	39.938	244.000	009.3782
C23	13.549	23.000	033.7528
C45	15.973	525.000	001.7432
C46	31.484	100.000	018.0390
C1	54.646	64.000	048.9220

Line Table		
Line #	Length	Direction
L34	99.873	N84° 24' 56.30"W
L35	43.000	S05° 35' 03.70"W
L40	43.000	S00° 05' 05.04"E
L45	43.000	S09° 06' 43.36"E
L50	43.000	S20° 28' 31.09"E
L31	98.999	N78° 45' 17.29"W
L33	99.875	N78° 45' 17.29"W
L29	99.878	N78° 45' 17.29"W
L26	99.000	N73° 05' 58.16"W
L24	99.877	N73° 05' 58.16"W
L28	99.877	N73° 05' 58.16"W
L21	99.000	N67° 26' 46.78"W
L19	99.877	N67° 26' 46.78"W
L23	99.877	N67° 26' 46.78"W
L15	99.000	N61° 47' 35.41"W
L18	99.877	N61° 47' 35.41"W
L30	43.000	S11° 14' 42.71"W
L25	43.000	S16° 54' 01.84"W
L22	43.000	N22° 33' 13.22"E
L17	43.000	N28° 12' 24.59"E

Line Table		
Line #	Length	Direction
L56	99.000	S32° 55' 48.05"E
L58	102.819	S32° 55' 48.05"E
L54	100.519	S32° 55' 48.05"E
L55	53.000	N57° 04' 11.95"E
L61	99.000	S53° 10' 28.23"E
L64	99.000	S53° 10' 28.23"E
L59	100.940	S53° 10' 28.23"E
L60	43.000	N36° 49' 31.77"E
L68	100.990	N50° 22' 40.65"W
L71	99.170	N50° 22' 40.65"W
L66	99.423	N50° 22' 40.65"W
L67	43.000	N39° 37' 19.35"E
L73	43.000	N47° 09' 49.05"E
L74	99.000	N42° 50' 10.95"W
L77	99.000	N42° 50' 10.95"W
L72	99.000	N42° 50' 10.95"W
L79	103.562	S59° 44' 32.62"E
L81	99.212	S59° 44' 32.62"E
L83	108.568	S59° 44' 32.62"E
L80	43.000	N30° 15' 27.38"E

Line Table		
Line #	Length	Direction
L84	103.092	N83° 48' 19.22"E
L86	99.437	N83° 48' 19.22"E
L88	109.534	N83° 48' 19.22"E
L87	43.000	S06° 11' 40.78"E
L91	99.000	N56° 13' 41.45"E
L89	99.142	N56° 13' 41.45"E
L94	99.000	N56° 13' 41.45"E
L96	99.000	N56° 13' 41.45"E
L98	99.183	N56° 13' 41.45"E
L101	104.702	N56° 13' 41.45"E
L93	43.000	S33° 46' 18.55"E
L100	43.000	S33° 46' 18.55"E
L120	99.022	N79° 39' 00.53"W
L118	99.920	N79° 39' 00.53"W
L117	99.017	N79° 39' 00.53"W
L119	43.000	S10° 20' 59.47"W
L115	99.017	N72° 01' 51.14"W
L113	99.918	N72° 01' 51.14"W
L112	99.017	N72° 01' 51.14"W
L116	43.000	N17° 58' 08.86"E

Line Table		
Line #	Length	Direction
L110	99.017	N64° 24' 54.69"W
L108	99.918	N64° 24' 54.69"W
L107	98.549	N64° 24' 54.69"W
L111	43.000	N25° 35' 05.31"E
L103	99.920	S53° 14' 11.63"E
L106	98.549	S53° 14' 11.63"E
L104	98.626	S53° 14' 11.63"E
L10	43.000	S10° 45' 54.59"E
L4	43.000	N79° 14' 05.41"E
L8	4.000	N36° 27' 20.78"E
L6	26.151	S10° 45' 54.59"E
L7	26.901	S58° 14' 34.02"E
L102	53.000	N36° 45' 48.37"E
L168	32.263	N44° 50' 30.18"W

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-9467
W: www.koontzjonesdesign.com

REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA

PRELIMINARY PLAT TABLES

DATE: 02-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC BY: REK
SCALE:
PROJECT #: KID1801

SHEET NUMBER#:
L-1.6

811 Know what's below. Call before you dig.

DEVELOPMENT SUMMARY:

ORIGINAL PD DEVELOPMENT PROGRAM (TABLE 1.0 - PAGE 9)				PRELIMINARY DEVELOPMENT PLAN - UPDATED PROGRAM							
LAND AREA	QUANTITY	UNIT TYPE	TOTAL	LAND AREA	QUANTITY (Approved)	QUANTITY (PHASE 3B)	QUANTITY (PHASE 4)	QUANTITY (PHASE 5)	REMAINING	UNIT TYPE	TOTAL (REMAINING)
A	100	SINGLE-FAMILY DETACHED	Combined maximum residential units 550 All residential unit types may be converted at a 1:1 ratio so long as the total number of units does not exceed subtotal maximums for either category.	A	8	29	0	0	63	SINGLE-FAMILY DETACHED	184
	60	COTTAGE			20	15	0	0	25	COTTAGE	
	110	TOTAL			28	44	0	0	38	TOTAL	
B	65	TOWNHOME		B	0	0	52	0	13	TOWNHOME	
	50	COTTAGE			0	0	0	0	50	COTTAGE	
	50	SINGLE-FAMILY DETACHED			0	0	0	0	50	SINGLE-FAMILY DETACHED	
	65	TOTAL			0	0	52	0	13	TOTAL	
C	120	CONDOMINIUM		C	0	0	0	120	0	CONDOMINIUM	
	65	TOWNHOME			0	0	0	0	65	TOWNHOME	
	50	COTTAGE			0	0	0	0	50	COTTAGE	
	35	SINGLE-FAMILY DETACHED			0	0	0	0	35	SINGLE-FAMILY DETACHED	
	160	TOTAL			0	0	0	120	40	TOTAL	
D	40	COTTAGE		D	0	0	0	0	40	COTTAGE	
	130	SINGLE-FAMILY DETACHED			102	0	0	0	28	SINGLE-FAMILY DETACHED	
	150	TOTAL			102	0	0	0	48	TOTAL	
E	75	COTTAGE		E	0	0	0	0	75	COTTAGE	
	120	SINGLE-FAMILY DETACHED			0	0	0	0	120	SINGLE-FAMILY DETACHED	
	150	TOTAL			0	0	0	0	150	TOTAL	
F	15	COTTAGE		F	11	0	0	0	4	COTTAGE	
	10	SINGLE-FAMILY-DETACHED			0	0	0	0	10	SINGLE-FAMILY-DETACHED	
	15	TOTAL			11	0	0	0	4	TOTAL	
G	9	LARGE SINGLE-FAMILY		G	9	0	0	0	0	LARGE SINGLE-FAMILY	
	9	TOTAL			9	0	0	0	0	TOTAL	
H	25	LARGE SINGLE-FAMILY		H	0	0	0	0	25	LARGE SINGLE-FAMILY	
	25	TOTAL			0	0	0	0	25	TOTAL	
I		OPEN SPACE	Open space and recreational amenities including trails, clubhouses, parks, golf, plant nurseries, community gardens and other recreational uses	I						OPEN SPACE	Open space and recreational amenities including trails, clubhouses, parks, golf, plant nurseries, community gardens and other recreational uses

OPEN SPACE SUMMARY

(PER SECTION 5.0 OF THE CONCEPTUAL DEVELOPMENT PLAN)

PHASE	OVERALL OPEN SPACE (PROVIDED)		USEABLE OPEN SPACE (PROVIDED)	
2	1.21	acres	1.02	acres
2A	0.69	acres	0.69	acres
3A	0.23	acres	0.23	acres
3B	1.98	acres	0.00	acres
4	7.76	acres	7.76	acres
5	15.74	acres	10.88	acres
7A	0.00	acres	0.00	acres
8	1.22	acres	1.22	acres
9	1.16	acres	1.16	acres
12	1.94	acres	1.12	acres
14A	5.5	acres	4.51	acres
15	0.77	acres	0.77	acres
TOTAL PROVIDED	38.20	acres	29.36	acres
REQUIRED OPEN SPACE (30%/20%)	115.5	acres	77.00	acres
TOTAL REMAINING TO PROVIDE	**77.3**	acres	**47.64**	acres

IMPERVIOUS SURFACE SUMMARY

(PER SECTION 5.0 OF THE CONCEPTUAL DEVELOPMENT PLAN)

PHASE	IMPERVIOUS SURFACE (PROPOSED)	
Existing	0.98	acres
2	0.45	acres
2A	0.9	acres
3A	0.84	acres
3B	1.54	acres
4	3.61	acres
5	4.46	acres
7A	0.93	acres
8	0.31	acres
9	0.34	acres
12	1.35	acres
14A	2.12	acres
15	0.82	acres
TOTAL ALLOWABLE (24%)	92.5	acres
TOTAL ALLOWABLE REMAINING	**73.85**	acres

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REVISIONS:

CAROPINES
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA
DEVELEOPMENT SUMMARY

DATE: 03-14-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
QC'D BY: REK
SCALE:
PROJECT #: KDJ1801

SHEET NUMBER#:
L-1.7

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
April 30, 2013 02:13:41 PM
Book 4198 Page 260-268
FEE: $26.00
NC REVENUE STAMP: $2,750.00
INSTRUMENT # 2013006926

INSTRUMENT # 2013006926

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

TAX: Caropine Ventures, LLC
238 North McPherson Church Road
Fayetteville, NC 28302
Attn: Mr. Perry Shelley

May

Prepared by: Brent Liljestron

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

Deed stamps: $_____

Brief description for index:

STATE OF NORTH CAROLINA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MOORE §

SPECIAL WARRANTY DEED

THAT THE CAROLINA DEVELOPMENT COMPANY, INC., a Nevada corporation (**"Grantor"**), for and in consideration of the sum of Ten Dollars ($10.00), has GRANTED, BARGAINED, SOLD, AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto CAROPINE VENTURES, LLC, a North Carolina limited liability company (**"Grantee"**), that certain real property located in the County of Moore, State of North Carolina, and more particularly described in Schedule 1 attached hereto and incorporated herein by this reference (the **"Property"**).

This conveyance is made and accepted subject to *ad valorem* taxes and assessments, and all restrictions, reservations, covenants, conditions, liens, rights of way, and easements, if any, relating to the Property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property (the **"Permitted Exceptions"**).

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular, the Property unto Grantee, its heirs, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed as of Apr. 1 25, 2013.

"Grantor"

THE CAROLINA DEVELOPMENT COMPANY, INC., a Nevada corporation

By: Thomas A. Seaman

Thomas A. Seaman, in his capacity as court-appointed Receiver for The Carolina Development Company, Inc., and not in his personal capacity

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On APRIL 25, 2013, before me, DON S PARK, a Notary Public, personally appeared THOMAS A SEAMAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DON S. PARK
Commission # 1845948
Notary Public - California
Orange County
My Comm. Expires May 21, 2013

Signature

Schedule 1

LEGAL DESCRIPTION OF PROPERTY
(See attached) - Exhibit A

See Court Order attached as Exhibit B

EXHIBIT A

Being that real property described in those deeds recorded in Book 1117, Page 454 and Book 1136, page 383, Moore County Registry, the descriptions in which deeds are hereby incorporated by reference, **less and except** the following seven(7) Excepted Tracts, and less and except the easements enumerated below:

Excepted Tract No. 1.

All that property conveyed to Carolinas Corporation by deed recorded in Book 1173, Page 396, Moore County Registry, the description in which deed is hereby incorporated by reference.

Excepted Tract No. 2.

All those subdivided lots shown and depicted on the following subdivision maps:

Lots 1-14, The Carolina Phase 1, Plat Cabinet 6, Slide 708
Lots 4R-7R, Phase 1, The Carolina, Plat Cabinet 6, Slide 855
Lots 16-22, 32-49 and 55-58, The Carolina Phase 1, Plat Cabinet 6, Slide 636
Lots 50-54 and 59-63, The Carolina Phase 1, Plat Cabinet 8, Slide 45
Lots 60R, The Carolina, Plat Cabinet 10, Slide 625.

Excepted Tract No. 3.

BEGINNING at a point in the northern the right-of-way (R/W) margin of Woodbine Way, said point being the easternmost corner of Lot 32, Phase 1, The Carolina, Plat Cabinet 6, Slide 636; thence from said beginning point, with the side-line of Lot No. 32, along a curve to the left having a radius of 700.23 feet and a chord of North 52-38-38 West 122.11 feet, an arc distance of 122.27 feet to a point; thence, continuing with the side-line of Lot 32, North 57-38-45 West 69.27 feet to a point, the northernmost corner of Lot 32; thence, with the rear line of Lots 32 and 33, South 39-03-42 West 294.05 feet to a point, the westernmost corner of Lot 33, said point being on the boundary line of Golf Course Tract No. 1 (See deed recorded in Book 1173, page 398, and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry); thence, with the line of Golf Course Tract No. 1, the following three (3) courses and distances:

1. North 30-25-52 West 287.81 feet to a point;
2. thence North 45-56-01 West 428.99 feet to a point;
3. thence North 59-48-43 West 162.11 feet to a point;

thence, a new line North 38-29-20 West 189.82 feet to a point on another boundary line of Golf Course Tract No. 1; thence, with the boundary line of Golf Course Tract No. 1, the following four (4) courses and distances:

1. North 53-19-15 East 98.34 feet to a point;
2. thence North 42-40-41 East 188.57 feet to a point;
3. thence South 44-25-59 East 586.88 feet to a point;

4. thence South 53-00-57 East 673.34 feet to a point in the northern R/W margin of Woodbine Way;

thence, with the northern R/W margin of Woodbine Way, along a curve to the left having a radius of 288.77 feet and a chord of South 72-16-25 West 107.35 feet, an arc distance of 107.98 feet to the point of BEGINNING, containing 7.21 acres, more or less.
Being the same property described in Book 1845, pages 177-180, Moore County Registry.

Excepted Tract No. 4.

That property lying between Excepted Tract No. 3 and Golf Course Tract No. 1 of Excepted Tract No. 1, and specifically described as follows:

Beginning at the northwesternmost corner of Excepted Tract No. 3, said point being also a corner of Golf Course Tract No. 1 in Excepted Tract No. 1; from said beginning point, with the line of Golf Course Tract No. 1, the following four courses and distances:

1. S63-02-59W 90.21 feet to a point;
2. S18-58-27E 147.44 feet to a point;
3. S78-05-57E 122.65 feet to a point;
4. N28-13-11E 64.72 feet to a point, a corner of Golf Course Tract No. 1, said corner being also a corner of Excepted Tract No. 3;

thence, with the line of Excepted Tract No. 3, N38-29-20W 189.82 feet to the point or place of beginning.

Excepted Tract No. 5.

That triangular piece of property lying immediately north of Lot 4R, The Carolina, as shown in that plat recorded in Plat Cabinet 6, Slide 855, Moore County Registry, bounded as follows:

-On the south by the north line of said Lot 4R
-On the east by the west line of Golf Course Tract 3 in Excepted Tract No. 1,
-On the west by the eastern right of way margin of Ramble Ridge (Plat Cabinet 6, Side 855).

Excepted Tract No. 6

Lying and being in McNeill Township, Moore County, North Carolina, and being more particularly described as follows.

Beginning at a stake lying on the southern right-of-way line of SR # 1843 (60' right-of-way), said stake being a common corner with Whispering Pines, Section Nine; thence with the right-of-way of SR # 1843 S 61-56-42 W 104.66 feet to a point, a corner of the maintenance shed parcel for The Carolina Golf Course; thence with three lines of the maintenance shed parcel as follows (1) S 11-07-40 E. 226.13 feet to a point, (2) S 54-38-43 W 248.79 feet to a point, and (3) N 33-31-22 W 235 87 feet to a point in the right-of-way of SR. 1843, thence with said right-of-way in two lines as follows: (1) with the arc of a circular curve to the left having a radius of 2890 22 feet an arc distance of 756.27 feet, which arc is subtended by a chord bearing S 48-58-51 W 754.12 feet, and (2) S 43-17-06 W 792.71 feet to a point, a common corner with The Carolina Golf Course (the "GC"), thence with seven lines of the GC as follows. (1) N 59-09-38 E 250.56 feet to a point, (2) N. 59-42-08 E. 575 56 feet to a point, (3) N 61-23-10 E 197.65 feet to a point, (4) N 81-13-45 E. 62 03 feet to a point, (5) S 70-09-04 E. 63 95 feet to a point, (6) S 42-30-55 E 89 91 feet to a point, (7) S 33-12-22 E 72 73 feet to a point; thence S 37-27-56 E 1118 38 feet to a point; thence N 79-10-11 E 50 64 feet to a point in the rear line of lots in Whispering Pines, Section 9; thence with said rear lot lines in two lines as follows (1) N 10-49-49 W. 516 36 feet to a point, and (2) N 10-49-49 W. 1310 68 feet to the point or place of Beginning; and containing 20 51 acres, more or less. (LRK No. 20050760)

Excepted Tract No. 7

Those two tracts of land shown on the Tax Maps as LRK No. 20050761 and LRK No. 20050762

THERE IS ALSO EXCEPTED HEREFROM, AND RETAINED BY GRANTOR, EASEMENTS NOS. 3, 4, 5, 7, 8a, 8b, 12-A, 12-B, 13 AND 14, AS DESCRIBED BELOW (The purpose of these retained easements is to allow for the existence of, repair of, and maintenance of, cartpaths serving the golf course which adjoins the property conveyed hereby. It is understood that Grantor intends to transfer and convey these easements to the owner of the golf course):

Easement No. 3: Being an easement running between Golf Course Tracts Nos. 6 and 7 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and specifically shown and depicted as shaded on that survey attached hereto as Exhibit C-1.

Easement No. 4: Being an easement running between Golf Course Tracts Nos. 5 and 6 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, page 185, Moore County Registry) and specifically shown and depicted as shaded on that survey attached hereto as Exhibit C-2.

Easement No. 5: Being an easement running between Golf Course Tracts Nos. 4 and 7 (see deed recorded in Book 1173, page 398 and plat filed in Plat Cabinet 6, Slide 185, Moore County Registry) and specifically shown and depicted as shaded, on that survey attached hereto as Exhibit D.

Easement No. 7: Being an easement running between Golf Course Tract No. 3 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and Woodbine Way (see plat at Plat Cabinet 6, Slide 630, Moore County Registry) and specifically shown and depicted , shaded, on that survey attached hereto as Exhibit E.

Easement Nos. 8a and 8b: Being an easement running between two different portions of Golf Course Tract No. 5 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and located as specifically shown and depicted, in two (2) segments, shaded, on those surveys attached hereto as Exhibits F and G.

Easement No. 12-A: Being an easement running from and returning to Golf Course Tract No. 4 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and located as specifically shown and depicted on that survey attached hereto as Exhibit H. (See also Exhibit I)

Easement No. 12-B: Being an easement connecting Golf Course Tracts Nos. 2 and 4 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and located as specifically depicted, shaded, on that survey attached hereto as Exhibit I. (See also Exhibit H)

Easement No. 13: Being an easement connecting Golf Course Tracts Nos. 4 and 5 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry) and located as specifically shown and depicted, shaded, on that survey attached hereto as Exhibit J.

Easement No. 14: Being an easement, in two segments, near the south line of a portion of Golf Course Tract No. 5 (see deed recorded in Book 1173, page 398 and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry), leaving and then returning to said Golf Course Tract No. 5, and located as specifically shown and depicted, shaded, on that survey attached hereto as Exhibit K.

Exhibit B

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. LAMBERT VANDER TUIG (a/k/a LAMBERT VANDER TAG a/k/a DEAN I. VANDER TAG), THE CAROLINA DEVELOPMENT COMPANY, INC. (a/k/a THE CAROLINA COMPANY AT PINEHURST, INC.), AND JONATHAN CARMAN, Defendants.	Case No. SACV 06-172 AHS (MLGx) **ORDER APPROVING RECEIVER'S SALE OF 205 ACRES IN MOORE COUNTY, NORTH CAROLINA**

The Receiver's Motion for Approval to Sell 205 Acres in Moore County, North Carolina (the "Motion," ECF No. 797) came on for hearing this 25th day of February, 2013, in Courtroom 10A of the above-entitled Court, the Honorable Alicemarie H. Stotler presiding. Court-appointed receiver Thomas A. Seaman (the "Receiver") appeared by and through his attorney, Matthew B. Holbrook.

//

The Receiver seeks approval to sell three parcels of real property consisting of approximately 205.95 acres surrounding The Carolina golf course in Moore County, North Carolina (collectively, the "Property"). The Property is described fully in Exhibit B to the Motion.

Having read the Motion, all related exhibits, and the Receiver's Supplemental Report that No Overbid Offers Were Received to Purchase 205 Acres in Moore County, North Carolina (ECF No. 800), and having given due consideration thereof, the Court finds that the proposed sale of the Property is in the best interests of the receivership estate. In addition, the Court finds that the Receiver has substantially complied with the requirements of 28 U.S.C. § 2001(b).

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

The Receiver is authorized to sell three parcels of real property consisting of approximately 205.95 acres surrounding The Carolina golf course in Moore County, North Carolina, as described fully in Exhibit B to the Motion, to Williams II, Inc. (or its designee) for $1,375,000.

In connection with the sale, the Receiver is authorized to pay all customary fees, costs, and expenses, including, without limitation, real estate broker commissions.

Dated: February 25, 2013

ALICEMARIE H. STOTLER

ALICEMARIE H. STOTLER
UNITED STATES DISTRICT JUDGE

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
June 30, 2015 04:25:44 PM
Book 4512 Page 377-384
FEE: $26.00
NC REVENUE STAMP: $250.00
INSTRUMENT # 2015008554

INSTRUMENT # 2015008554

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Caropine Ventures, LLC
238 North McPherson Church Road
Fayetteville, NC 28303
Attn: Mr. Perry Shelley

Deed Prepared By:
Matthew B. Holbrook
Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, Fourth Floor
Costa Mesa, CA 92626

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

Deed stamps: $_____

Brief description for index:

STATE OF NORTH CAROLINA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MOORE §

SPECIAL WARRANTY DEED

THAT THE CAROLINA DEVELOPMENT COMPANY, INC., a Nevada corporation and THOMAS A. SEAMAN, as court-appointed receiver for The Carolina Development Company, Inc. (collectively, "**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00), has GRANTED, BARGAINED, SOLD, AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Caropine Ventures, LLC, a North Carolina Limited Liability Company ("**Grantee**"), that certain real property located in the County of Moore, State of North Carolina, and more particularly described in Schedule 1

attached hereto and incorporated herein by this reference (the "**Property**"), pursuant to an order entered May 21, 2015 in the United States District Court, Central District of California, Case SACV 06-00172-AHS, a copy of which is attached hereto as Exhibit A.

This conveyance is made and accepted subject to *ad valorem* taxes and assessments, and all restrictions, reservations, covenants, conditions, liens, rights of way, and easements, if any, relating to the Property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular, the Property unto Grantee, its heirs, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signatures on following page]

29th **IN WITNESS WHEREOF,** this Special Warranty Deed has been executed this day of June, 2015.

"Grantor"

THE CAROLINA DEVELOPMENT COMPANY, INC., a Nevada corporation

By: _____
Thomas A. Seaman, in his capacity as court-appointed Receiver for The Carolina Development Company, Inc., and not in his personal capacity

_____
THOMAS A. SEAMAN, as court-appointed receiver for The Carolina Development Company, Inc., and not in his personal capacity

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JUNE 29, 2015, before me, DON S. PARK, a Notary Public, personally appeared THOMAS A. SEAMAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DON S. PARK
Commission # 2021655
Notary Public - California
Orange County
My Comm. Expires May 21, 2017

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SMRH:439746649.1

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL I (PIN #858419622122) PID (20050760)

Lying and being in McNeill Township, Moore County, North Carolina, and being more particularly described as follows.

Beginning at the stake lying on the southern right-of-way line of SR # 1843 (60' right-of-way), said stake being a common corner with Whispering Pines, Section Nine; thence with the right-of-way of SR #1843 S 61-56-42 W 104.66 feet to a point, a corner of the maintenance shed parcel for The Carolina Golf Course; thence with three lines of the maintenance shed parcel as follows: (1) S 11-07-40 E. 226.13 feet to a point, (2) S 54-38-43 W 248.79 feet to a point, and (3) N 33-31-22 W 235 87 feet to a point in the right-of-way of SR. 1843, thence with said right-of-way in two lines as follows: (1) with the arc of a circular curve to the left having a radius of 2890.22 feet an arc distance of 756.27 feet, which arc is subtended by a chord bearing S 48-58-51 W 754.12 feet, and (2) S 43-17-06 W 792.71 feet to a point, a common corner with The Carolina Golf Course (the "GC"), thence with seven lines of the GC as follows: (1) N 59-09-38 E 250.56 feet to a point, (2) N. 59-42-08 E. 575.56 feet to a point, (3) N 61-23-10 E 197.65 feet to a point, (4) N 81-13-45 E. 62 03 feet to a point, (5) S 70-09-04 E. 63 95 feet to a point, (6) S 42-30-55 E 89 91 feet to a point, (7) S 33-12-22 E 72 73 feet to a point; thence S 37-27-56 E 1118.38 feet to a point; thence N 79-10-11 E 50.64 feet to a point in the rear line of lots in Whispering Pines, Section 9; thence with said rear lot lines in two lines as follows: (1) N 10-49-49 W. 516.36 feet to a point, and (2) N 10-49-49 W. 1310.68 feet to the point or place of Beginning: and containing 20.51 acres, more or less.

PARCEL II (PIN #858419622422) PID (20050762)

Beginning at the northwest corner of the golf maintenance tract lying on southern right of way of Airport Road as shown on the map entitled The Carolina Golf Course Tracts recorded in Plat Cabinet 6, Slide 185, Moore County Registry, thence along the western line of the golf maintenance tract South 34°05'12" East 201.51 feet to the POINT OF BEGINNING, thence along the southern line of the golf maintenance tract on a curve to the right with a radius of 532 feet, a chord bearing North 70°33'54" East 63.25 feet; thence on a curve to the right with a radius of 50 feet, a chord bearing North 67°27'46" East 86.58 feet to the northern line of a 20.56 acres tract described in Book 3408, Page 146; thence along the northern line of the 20.56 acre tract South 53°29'50" West 146.15 feet to an iron rod; thence North 34°05'12" West 39.49 feet to the point of beginning, containing 0.10 acres, more or less.

Exhibit A

COURT ORDER

(attached behind this cover page)

E-FILED

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. SACV 06-00172-AHS Date May 21, 2015

Title *Securities and Exchange Commission v. Lambert Vander Tuig, et al.*

Presiding: The Honorable GEORGE H. KING, CHIEF U.S. DISTRICT JUDGE

Beatrice Herrera	NR	N/A
Deputy Clerk	Court Reporter / Recorder	Tape No.

Attorneys Present for Plaintiffs: None

Attorneys Present for Defendants: None

Proceedings: **(In Chambers) Order re:** Motion for Approval to Sell Approximately 20 Acres in Moore County, North Carolina [Dkt. Nos. 821, 824]

This matter is before us on Receiver Thomas S. Seaman's (hereinafter "Receiver") "Motion for Approval to Sell Approximately 20 Acres in Moore County, North Carolina" (hereinafter "Motion"), filed on March 31, 2015. The property at issue consists of two unimproved lots surrounding The Carolina Golf Course in Whispering Pines, North Carolina, specifically Land Record Key 20050760 and 20050762 (hereinafter "the Property"). Receiver entered into an Agreement of Purchase and Sale on November 10, 2014 with Caropine Ventures, LLC, to purchase the Property for $125,000 and he now seeks confirmation of the proposed sale. The matter came before the Court for hearing on May 18, 2015 at 9:30 a.m. We have considered the arguments and evidence in support of the Motion and note that no opposition to the Motion has been filed, nor has the Court received any objections to the proposed sale.

There are four requirements imposed on a court-ordered private sale pursuant to 28 U.S.C. § 2001(b) ("Section 2001(b)"). First, before confirmation of a private sale, the receiver must obtain three appraisals by disinterested persons. See 28 U.S.C. § 2001(b). Second, a court may not confirm a private sale at a price less than two-thirds of the appraised value. Id. Third, the terms of the sale shall be published in newspapers of general circulation at least ten days before confirmation. Id. Fourth, the private sale shall not be confirmed if a bona fide offer is made which guarantees at least a ten percent increase over the price offered in the private sale. Id. A federally approved receiver must substantially comply with Section 2001(b)'s requirements before a court may approve a proposed sale. See Acadia Land Co., Inc. v. Horuff, 110 F.2d 354, 354-55 (5th Cir. 1940).

First, we grant Receiver's request to waive Section 2001(b)'s appraisal requirement. See SEC v. Hardy, 803 F.2d 1034, 1037 (9th Cir. 1986) ("A district court's power to supervise an equity receivership and to determine the appropriate action to be taken in the administration of the receivership is extremely broad. It is a recognized principle of law that the district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership.") (citations and internal quotation marks omitted). While the Ninth Circuit has not specifically discussed this discretion with respect to Section 2001(b), the Third Circuit has held that the statutory scheme set out in Section 2001 expresses a "preferential course to be followed in connection with a court authorized sale of property and that the district court should not order otherwise except under extraordinary circumstances." Tanzer v. Huffines, 412 F.2d 221, 222-23 (3d Cir. 1969) (concluding that the district court did not abuse its

E-FILED

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	SACV 06-00172-AHS	Date	May 21, 2015
Title	*Securities and Exchange Commission v. Lambert Vander Tuig, et al.*		

discretion by authorizing the sale of stock without an "independent financial appraisal justifying the price"). The price for which the asset is sold should be the "best price under the circumstances." Id. at 223.

Here, given the representations made by Receiver and his real estate agent, Justin Good, the sales price of $125,000 appears to be the best price under the circumstances for the Property. Both Receiver and Good contend that $125,000 is the best price they can obtain for the Property, which they have been actively trying to sell since 2006. According to Receiver and Good, the recent closure of an adjacent golf course has caused significant devaluation of the Property, which in 2006 was appraised at $206,000. The proposed sales price is less than the 2006 valuation, but it is likely in excess of two-thirds of the Property's value today. Moreover, we credit Good's professional assessment that requiring further appraisals would unreasonably increase administrative costs without any likely benefit to the receivership estate. Taking Seaman's and Good's statements as true, the sales price of $125,000 represents the fair market value of the Property. The price is fair and reasonable, given the relative unmarketability of the Property since the golf course closed. See, e.g., SEC v. Goldfarb, No. C 1-00938 WHA, 2013 WL 4504271, at *2-3 (N.D. Cal. Aug. 21, 2013) (approving receiver's motion to sell interest in limited liability company for "best price possible under the circumstances" although it was below the appraised value).

As required by Section 2001(b), Receiver published notice of the terms of the proposed sale in The Pilot, the "only newspaper of wide circulation in the Moore County, North Carolina area," on April 22, 2015, April 26, 2015, May 6, 2015, and May 10, 2015. (See Mot. at 7; Supp. Report at 2.) Receiver received one inquiry from a municipal entity in response to the published notice, but that entity declined to submit an over-bid for the Property.

As we have waived the appraisal requirement, Receiver has published the requisite notice of the proposed sale, and no over-bids were received, we conclude that Receiver has substantially complied with the requirements of Section 2001(b) and that the proposed sale is in "the best interests of the estate." 28 U.S.C. § 2001(b).

For the foregoing reasons, we **GRANT** Receiver's Motion for Approval to Sell Approximately 20 Acres in Moore County, North Carolina.

IT IS SO ORDERED.

-- : --

Initials of Deputy Clerk Bea

LL

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
October 28, 2015 03:51:56 PM
Book 4564 Page 103-107
FEE: $26.00
NC REVENUE STAMP: $210.00
INSTRUMENT # 2015014654

INSTRUMENT # 2015014654

Prepared by: James E. McNeill of Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC
Index Description: Arlington View, The Carolina, Southern Pines
Stamps: $210.00

GENERAL WARRANTY DEED

May

THIS DEED made this 6th day of OCTOBER 2015, by and between:

GRANTOR	GRANTEE
RIGHT MIND MINISTRIES **A California Non-Profit Corporation**	**CAROPINE VENTURES, LLC** **A North Carolina Limited Liability Company**
2940 Andros Street **Costa Mesa, CA 92626**	**238 N. McPherson Church Road** **Fayetteville, NC 28302**

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

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

See Attached Exhibit "A" Incorporated Herein

This conveyance is made subject to (i) restrictive covenants of record affecting the property; (ii) easements and rights-of-way of record affecting the property; (iii) un-violated county and/or municipal zoning laws, ordinances and regulations; (iv) matters disclosed on any map or plat referenced above; and (v) the lien for ad valorem property taxes for the year of this conveyance, to be prorated at closing.

The property hereinabove conveyed was acquired by Grantor by Instrument recorded in the Moore County Registry in Book 4385, Page 147.

This Deed was prepared without a review or examination of the above described property title and no opinions or representations are being made either expressly or impliedly by the drafter of this Deed.

The property being conveyed herein does not contain the principal residence of Grantor.

TO HAVE AND TO HOLD the property described herein and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except with respect to the exceptions expressly stated herein.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

RIGHT MIND MINISTRIES
A California Non-Profit Corporation

By: _____ President (SEAL)
Richard Rhorer, President

STATE OF California
COUNTY OF Orange

I certify that the following persons personally appeared before me this day and _____ I have personal knowledge of the identity of the principal OR X I have seen satisfactory evidence of principal's identity, by a current state of federal identification with principal's photo in the form of a California Drivers lic. OR _____ a credible witness has sworn to the identity of the principal, each acknowledging to me that he is the President of Right Mind Ministries, a California Non-Profit Corporation and being authorized by the corporation, voluntarily signed the foregoing document for the purposes stated herein as President: Richard Rhorer, President of Right Mind Ministries.

Date: 10.6.15

Notary Public

(Official Seal)

My Commission Expires: 10.29.18

MONICA LOZANO
Commission # 2084237
Notary Public - California
Orange County
My Comm. Expires Oct 29, 2018

EXHIBIT "A"

BEGINNING at a point in the northern the right-of-way (R/W) margin of Woodbine Way, also being the easternmost corner of Lot 32, Phase 1, The Carolina, Plat Cabinet 6, Slide 636; thence from said beginning point, with the side-line of Lot No. 32, along a curve to the left having a radius of 700.23 feet and a chord of North 52-38-38 West 122.11 feet, an arc distance of 122.27 feet to a point; thence, continuing with the side-line of Lot 32, North 57-38-45 West 69.27 feet to a point, the northernmost corner of Lot 32; thence, with the rear line of Lots 32 and 33, South 39-03-42 West 294.05 feet to a point, the westernmost corner of Lot 33, said point being on the boundary line of Golf Course Tract No. 1 (See deed recorded in Book 1173, page 398, and plat filed at Plat Cabinet 6, Slide 185, Moore County Registry); thence, with the line of Golf Course Tract No. 1, the following three (3) courses and distances:

1. North 30-25-52 West 287.81 feet to a point;
2. thence North 45-56-01 West 428.99 feet to a point;
3. thence North 59-48-43 West 162.11 feet to a point;

thence, a new line North 38-29-20 West 189.82 feet to a point on another boundary line of Golf Course Tract No. 1; thence, with the boundary line of Golf Course Tract No. 1, the following four (4) courses and distances:

1. North 53-19-15 East 98.34 feet to a point;
2. thence North 42-40-41 East 188.57 feet to a point;
3. thence South 44-25-59 East 586.88 feet to a point;
4. thence South 53-00-57 East 673.34 feet to a point in the northern R/W margin of Woodbine Way;

thence, with the northern R/W margin of Woodbine Way, along a curve to the left having a radius of 288.77 feet and a chord of South 72-16-25 West 107.35 feet, an arc distance of 107.98 feet to the point of BEGINNING, containing 7.21 acres, more or less. Being the same property described in Book 1845, pages 177-180, Moore County Registry.

The above described property is a Development Parcel as defined in subsection 1.14 of that Amended and Restated Declaration (the "Declaration") recorded in Book 1311, page 369, Moore County Registry, and Grantee is also conveyed hereby all of Declarant's rights and obligations under the Declaration which pertain to the above described property.

THERE IS EXCEPTED HEREFROM, AND GRANTOR RETAINS, EASEMENTS OVER AND ACROSS THE ABOVE DESCRIBED PROPERTY AS FOLLOWS:

Easement No. 18: Beginning at a common corner of Lots 33 and 34, The Carolina, Phase I (Plat Cabinet 6, Slide 630), said common corner being the southwest corner of Lot 33 and the northwest corner of Lot 34, and being that portion of property shown as shaded, on the survey attached as Exhibit A-1 (attached hereto and

incorporated by reference), which lies northwest of the rear line of said Lot 34.

This easement is known, for purpose of reference only, as a portion of Easement No. 18.

Easement No. 16: Beginning at a point located in the line of Golf Course Tract No. 1 (see Plat at Plat cabinet 6, Slide 185), said point being located the following two (2) courses and distances from the beginning point of Easement No. 18, above:

1) With the line of Golf Course Tract No. 1 N 30-25-52 W 287.81 feet;

2) Thence, with the line of Golf Course Tract No. 1 N 45-56-01 W 37.89 feet.

Being that portion of property shown as shaded on the survey attached hereto as Exhibit A-2 (attached hereto and incorporated by reference).

This easement area is known, for purpose of reference only, as Easement No. 16.

Easement No. 19 (Portion):

So much of the following described property as lies within the property conveyed hereby:

Beginning at a point on the line of Golf Course Tract No. 1 (see Plat Cabinet 6, Slide 185), said point being located N 59-48-43 W 38.40 feet from the north westernmost corner of Easement No. 16, and being that property shown as shaded on the survey attached hereto as Exhibit A-3 (attached hereto and incorporated by reference).

This easement area is known, for purpose of reference only, as a portion of easement No. 19.

The purpose of these retained easements is to allow for the existence of, repair of, and maintenance of, cartpaths serving the golf course which adjoins the property conveyed hereby. It is understood that Grantor intends to transfer and convey these easements to the owner of the golf course.

For Registration Register of Deeds
Judy D. Martin

Moore County, NC
Electronically Recorded
February 22, 2017 2:40:47 PM
Book: 4777 Page: 140 - 153 #Pages: 14

Fee: $26.00 NC Rev Stamp: $0.00

Instrument # 2017002482

Excise Stamps $-0- Recording Time, Book & Page

Drafted by John M. May, Attorney at Law
No Title Examination
120 Applecross Road
Pinehurst, NC 28374

Brief Description for Index: The Carolina Golf Course

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED entered into as of this the 10 day of February, 2017, by and between **CHARLES M. IVEY, III, AS CHAPTER 7 TRUSTEE FOR THE CAROLINA GOLF DEVELOPMENT COMPANY, a North Carolina corporation** (hereafter "Grantor"), and **71ST PARTNERS, LLC, a North Carolina limited liability company** (hereafter "Grantee"), of 238 N. McPherson Church Road, Fayetteville, NC 28303.

WITNESSETH:

The Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all rights, title, interest, and claims of Grantor and Carolina Golf Development Company, and of any person or entity that may claim their rights by or through the Grantor or Carolina Golf Development Company, in and to those certain tracts or parcels of land situated in McNeills Township, Moore County, North Carolina, and more particularly described as follows:

See Exhibit "A" attached hereto and herein incorporated by reference.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

The property herein described was acquired by Grantor in his capacity as Bankruptcy Trustee pursuant to the Chapter 7 proceeding filed in the United States Bankruptcy Court for the Middle District of North Carolina, Durham Division, Case No. 15-81173, reference to which is herewith made.

Submitted electronically by "Robbins May & Rich LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

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

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals or if corporate has caused this instrument to be executed in its official capacity, the day and year first above written.

THE CAROLINA GOLF DEVELOPMENT COMPANY

By: Charles M. Ivey III, Trustee (SEAL)
Name/Title: Charles M. Ivey III, as Chapter 7 Trustee

STATE OF North Carolina, COUNTY OF Guilford

I, Melissa Murrell, a Notary Public of the County and State aforesaid, certify that **CHARLES M. IVEY, III, AS CHAPTER 7 TRUSTEE**, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the **CHAPTER 7 TRUSTEE OF THE CAROLINA GOLF DEVELOPMENT COMPANY, A NORTH CAROLINA CORPORATION**, and that he, as **CHAPTER 7 TRUSTEE** being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein. WITNESS my hand and official stamp or seal, this 10 day of ~~January~~ Feb, 2017.

(SEAL)

MELISSA MURRELL
NOTARY PUBLIC
Guilford County, North Carolina
My Commission Expires 1/25/22

Melissa Murrell
Notary Public
My Commission Expires: 1/25/22

EXHIBIT "A"

BEING all of Golf Course Tract Numbers One (1) through Seven (7) and the parcel entitled "Golf Maint 62665 Sq Ft 1.44 Acres" all as shown on a plat entitled "The Carolina Golf Course Tracts Property of Black Star, Inc., McNeills Township, Moore County, Near Whispering Pines, North Carolina", dated April 30, 1996 by C. H. Blue & Associates, P.A. of Southern Pines, NC, recorded in the Office of the Register of Deeds for Moore County in Plat Cabinet 6, Slide 185 reference to which is hereby made for a more complete and accurate description.

The authority of the Grantor to execute this deed derives from the "Order Allowing Compromise of Controversy Pursuant to Rule 9019 and Quieting Title to Real Property" entered by the U. S. Bankruptcy Court for the Middle District of North Carolina on January 24, 2017 in the bankruptcy case of The Carolina Golf Development Company, Case No. 15-81173, Adversary Proceeding No. 15-09046, a copy of which is attached hereto as **Exhibit "B"** and which is incorporated by reference herein.

BOOK4 EXHIBIT "B"

SO ORDERED.

SIGNED this 24th day of January, 2017.

LENA MANSORI JAMES
UNITED STATES BANKRUPTCY JUDGE

THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

IN RE: **THE CAROLINA GOLF DEVELOPMENT COMPANY,** *Debtor.*	Chapter 7 (*i*) Case No. 15-81173
CHARLES M. IVEY, III, as Chapter 7 Trustee for The Carolina Golf Development Company, *Plaintiff,* vs. 71ST PARTNERS, LLC, *Defendant(s),* vs. ANDREW C. LYNCH and LILES PARKER, PLLC, *Third-Party Defendants.*	Adv. Pro. No. 15-09046

ORDER ALLOWING COMPROMISE OF CONTROVERY PURSUANT TO RULE 9019 AND QUIETING TITLE TO REAL PROPERTY

THIS MATTER came before the Court for hearing held January 12, 2017, on the Trustee's "MOTION PURSUANT TO BANKRUPTCY RULE 9019 FOR SETTLEMENT OF CONTROVERSY" (hereinafter the "Motion") [Doc.132; AP Doc. 68] which seeks approval of a settlement in this action between the Trustee on behalf of the Debtor and the bankruptcy estate, and 71st Partners, LLC, and to quiet title to certain real property in favor of 71st Partners, LLC. The Motion and notice of the hearing were properly served on all parties in interest and no responses or objections to the Motion were filed with the Court. For the reasons set forth below, and as outlined in the Motion, the Court finds that the Motion should be allowed.

Based on the record in this case, the Motion, and the representations of the parties, the Court makes the following findings of fact and conclusions of law:

1. The Carolina Golf Development Company ("Carolina Golf" or the "Debtor") originally initiated this action by filing a Verified Complaint in the Superior Court Division of the General Court of Justice of Moore County, North Carolina, Civil Action No. 15-CVS-00822 (the "Civil Action"). The Verified Complaint was filed on or about July 1, 2015. On October 26, 2015, an involuntary petition under Title 11, Chapter 11 was filed against Carolina Golf in the United States Bankruptcy Court for the Middle District of North Carolina, and the Civil Action was thereafter removed to the Bankruptcy Court where it is currently pending. As a result of that filing and no response having been provided, an Order for Relief in Chapter 11 was entered on November 20, 2015. By Order entered February 16, 2016, the Chapter 11 proceeding was converted to a Chapter 7 proceeding, and Charles M. Ivey, III was appointed trustee. Charles M. Ivey, III (hereinafter "Trustee" and/or "Plaintiff") is now the duly appointed, qualified and acting trustee in this bankruptcy proceeding.

2. On November 10, 2016, a Court-ordered mediated settlement conference was held at the law offices of BROOKS, PIERCE, MCLENDON, HUMPHREY & LEONARD in downtown Greensboro (hereinafter the "Mediation"). The Plaintiff/Trustee, Defendant

and Bankruptcy Administrator (and/or their respective counsel) participated in said Mediation. Walter W. Pitt, Jr., served as Mediator.

3. The Trustee contends that a bona fide dispute exists between the Trustee and 71st Partners that involves issues of law and fact (or both). The dispute includes, but is not limited to, issues involving all claims and/or defenses alleged in the pleadings filed in this case, including (but not otherwise limited to) issues under North Carolina common law. The Defendant, 71st Partners, LLC ("71st Partners") contends there is no bona fide dispute or has asserted affirmative defenses to the Trustee's position.

4. Ultimately, the parties' Mediation was successful, and led to a Mutual Release and Settlement Agreement (hereinafter the "Settlement Agreement"), by mutual assent between the Trustee for and on behalf of Carolina Golf and 71st Partners (together the "Parties") and subject to this Court's approval. A true and accurate copy of this Settlement Agreement was attached to the Motion and incorporated therein as "Exhibit A." Pursuant to said Settlement Agreement, the Defendant has offered to pay the Estate a total amount of One-Hundred and Nine Thousand dollars ($109,000.00) in exchange for, among other things, an agreement for the Trustee to provide a Quitclaim Deed to transfer to 71st Partners all right, title, and interest of the Trustee and of Carolina Golf in and to certain real property described in a Special Warranty Deed recorded in Book 4428, Pages 579-583 of the Moore County, North Carolina, Register of Deeds and more commonly known as the "Carolina Golf Course" (the "Property"), whether legal or equitable, free and clear of any claims of the Debtor or the Estate consistent with the terms of the Settlement Agreement. A detailed description of the Property is attached hereto as "Exhibit 1." Additional material terms and conditions of the Settlement Agreement include (but are not otherwise limited to) the following:

a. Within 30 days after date the Effective Date the Trustee shall inspect the personal property located on the Carolina Golf Course Property and elect

to either (i) remove all such personal property from the premises and leave the building hosting such personal property in the same condition it was in prior to the property being removed in which event 71st Partners shall be deemed to have released, without representation or warranty, its interest in such personal property to the Trustee who agrees to accept such property in its current "as is, where is" condition, or (ii) abandon and relinquish to 71st Partners any interest of the Trustee and the Debtor in the personal property.

b. 71st Partners' proofs of claim numbers 7 and 8 shall be allowed as unsecured claims but shall be subordinate to all other allowed unsecured claims. The Trustee and 71st Partners retain their rights to object all other proofs of claim.

c. 71st Partners shall, within 30 days after the Effective Date, share with the Trustee the documents produced by Warburg Bank in response to 71st Partners' Rule 2004 Order for Production of Documents. The Trustee shall not use those documents or the contents thereof in any way against or to impair the interests of 71st Partners.

d. Each Party shall bear its own costs and fees incidental to the Settlement Agreement and the Adversary Proceeding No. 15-09046.

e. The Parties release all claims against each other as further specified in the Settlement Agreement, including, without limitation, any claims relating to the Carolina Golf Course Property and the Adversary Proceeding No. 15-09046.

f. Upon Trustee's receipt of the $109,000.00 payment, (i) the Trustee shall file a dismissal with prejudice of all claims against 71st Partners in the Adversary Proceeding No. 15-09046 and (ii) the Trustee will cancel all of its notices of Lis Pendens referenced in or arising from the Adversary Proceeding 15-09046 or its underlying state court proceeding.

g. The Bankruptcy Court's order approving the Settlement Agreement shall quiet title to the Property in favor of 71st Partners.

5. The Trustee represents, acknowledges, and warrants that (i) prior to the conveyance of the Property to 71st Partners by virtue of the quit claim deed required by this settlement, the Debtor is the sole owner of the Property; (ii) the Trustee has done nothing to impair title to the Property; and (iii) pursuant to the quit claim deed required by this settlement he is conveying and relinquishing to 71st Partners all right, title, interest, and claims of Trustee and of the Debtor, and of any person or entity that may claim their rights by or through the Trustee or the Debtor, in and to the Property, free and clear of any and all claims by any persons, entities, and/or third parties with respect to the ownership of the Property or the ownership of the Debtor.

6. It appears to be in the best interest of the estate for the Trustee to be authorized to accept the $109,000.00 for reasons which include the following:

a. A lump-sum payment of $109,000.00 ensures that this will be an asset case;

b. Based upon the complex issues of law and fact, the probability of success in the litigation is speculative and uncertain at this time;

c. Many available defenses that have been raised by the Defendant would be extremely document intensive, requiring extensive discovery requests and production of documents, all of which would substantially increase the expense to the estate, would reduce the potential return to other creditors, and delay the overall administration of the estate; and

d. This compromise will increase the likelihood of a return to all creditors in this case in a shorter time period than would be achieved if the Settlement was not approved.

7. It is well established that compromises are favored in bankruptcy. *See Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3rd Cir. 1996). A determination of whether to approve an application to compromise is a matter within the sound discretion of the bankruptcy judge. *In re Final Analysis, Inc.*, 417 B.R. 332, 341 (Md. 2009). A bankruptcy court should only approve a proposed settlement upon determination that the settlement is both fair and equitable and in the best interest of the estate. *In re Magna Corp.*, No. 01-80763, 2003 WL 22078082, at *3 (Bankr. M.D.N.C. Aug. 29, 2003); *See also Protective Comm. for Indep. Stockholders Of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, 88 S. Ct. 1157, 1163, 20 L. Ed. 2d 1 (1968); *Matter of Energy Coop, Inc.*, 886 F.2d 921 (7th Cir. 1989). Only if proposed settlement falls below the lowest point in range of reasonableness, should Trustee's decision to enter into settlement be disturbed by the Bankruptcy Court. *In re Commercial Loan Corp*, 316 B.R. 690, 698 (N.D. Ill. 2004). *See All Points Capital Corp. v. Laurel Hill Paper Co. (In re Laurel Hill Paper Co.)*, 2008 Bankr. LEXIS 2863, *4 (Bankr. M.D.N.C. July 22, 2008) (quoting *In re W.T. Grant, Co.*, 699 F.2d 599, 608 (2d Cir. 1983)). Factors now commonly considered by bankruptcy courts when reviewing proposed settlements are as follows:

a. the probability of success in the litigation;

b. the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it;

c. the paramount interests of the creditors and the proper deference to their reasonable views in the premises; and

d. whether conclusion of the litigation promotes the integrity of the judicial system.

8. The Settlement Agreement, as attached to the Motion, appears fair and equitable and approval of this settlement is in the best interest of the estate and its creditors. The reasons to approve this settlement as set out herein, and specifically in paragraph 6(a)-(d) above, meet the four factors to be considered by the Court when determining the approval of settlement terms.

9. Good cause exists for the Trustee to be authorized to accept $109,000.00 upon the terms and conditions discussed herein. The Settlement Agreement, moreover, is fair and equitable, and approval of the same is in the best interest of the Estate and its creditors.

10. Nothing in this order shall be construed to release, waive, or impair any claim that the Trustee or 71st Partners may have against Andrew C. Lynch, Liles Parker, PLLC, Christian Willmer, or any of their affiliates or insurers, including but not limited to the claims now pending in the Adversary Pending, and such claims are expressly reserved and retained by the Trustee and 71st Partners without prejudice.

WHEREFORE, based on the foregoing findings of fact and conclusions of law, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Motion is allowed.

2. The Settlement Agreement attached to the Motion as Exhibit A is Approved.

3. The Trustee is authorized to accept payment from or on behalf of 71st Partners in the amount of $109,000.00 (the "Settlement Payment") in settlement of the claims and controversies between the Trustee and the Debtor, and the Defendant 71st Partners, as set forth in the Settlement Agreement.

4. The Trustee is authorized to and shall tender a quitclaim deed to 71st Partners conveying all right, title, and interest of the Trustee and the Debtor in the Property, whether legal or equitable, and any money remaining in the trust account of the closing attorney who handled the sale of the Property to 71st Partners, in order to ensure and memorialize that 71st Partners has clear title to the Property.

5. By virtue of this order and the quit claim deed required by this settlement, 71st Partners is and shall be the sole owner of and holder of all right, title and interest in and to the Property, free and clear of any and all claims of any persons, entities and/or third parties, whether legal or equitable and including with respect to the ownership of the Property or the ownership of the Debtor, such that the 71st Partners shall have title to the Property subject only to liens for ad valorem property taxes, easements of record that encumber title to the Property, and the current governmental zoning of the Property.

[END OF DOCUMENT]

PARTIES TO BE SERVED

William P. Miller, Esq. [*via* ECF]
BANKRUPTCY ADMINISTRATOR

Charles M. Ivey, III, Esq. [*via* ECF]
Chapter 7 Trustee

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c/o IMGS
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Greensboro, NC 27402

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P.O. Box 911
Raleigh, NC 27602

John A. Northen
P. O. Box 2208
Chapel Hill, NC 27514-2208

Woodlake Partners, LLC
Attn: Richard M. Hutson, II
Chief Restructuring Officer
P O Drawer 2252-A
Durham, NC 27702

Margaret R. Westbrook
4350 Lassiter at North Hills Avenue
Suite 300
P.O. Box 17407
Raleigh, NC 2619-7047

 BOOK4777 - PAGE153

BOOK4428 - PAGE682

Description

Being all of Golf Course Tract Numbers One (1) through Seven (7) and the parcel entitled "Golf Maint 62665 Sq Ft 1.44 Acres" all as shown on a plat entitled "The Carolina Golf Course Tracts Property of Black Star, Inc., McNeills Township, Moore County, Near Whispering Pines, North Carolina", dated April 30, 1996 by C. H. Blue & Associates, P. A. of Southern Pines, NC, recorded in the Office of the Register of Deeds for Moore County in Plat Cabinet 6, Slide 185 reference to which is hereby made for a more complete and accurate description.

Prepared By and Return To:
John M. May
Robbins May & Rich LLP
120 Applecross Road
Pinehurst, NC 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VILLAGES AT THE CAROLINA PHASE TWO

This Declaration of Covenants, Conditions and Restrictions for the Villages at the Carolina Phase Two development (this "Declaration") is made as of the date set forth in the below notary acknowledgement by **Caropine Ventures, LLC,** a North Carolina limited liability company (the "Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant is the owner and developer of those certain () lots (the "Lots") and other acreage that comprise the residential subdivision known as "the Villages at the Carolina Phase Two" (the "Subdivision"), a plat entitled "_____" dated_____, 2019 of which is recorded in Plat Cabinet __, Slide ___, Moore County Registry (the "Plat"); and

WHEREAS, the Declarant wishes to provide for the orderly and uniform development and governance of the Subdivision, so as to enhance the aesthetic and current and future market value thereof.

NOW THEREFORE, the Declarant hereby declares that all of the Lots, and any other acreage shown on the plat, within the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. All of said easements, covenants, conditions and restrictions shall run with the land and shall be binding upon the Declarant and upon any party acquiring any right, title or interest in and to any portion of the Subdivision, and shall inure to the benefit of the Declarant (and to Declarant's successors or assignees) and to any other party acquiring any right, title or interest in and to any portion of the Subdivision.

ARTICLE I

DEFINITIONS

(a) "Association" shall mean and refer to Villages at the Carolina Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns;

(b) "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the board of directors of the Association;

(c) "Bylaws" shall mean and refer to the Bylaws of Villages at the Carolina Owners Association, Inc;

(d) "Common Property" shall mean and refer to all streets within the Subdivision (until such time as they may be dedicated as public roadways and accepted by a governmental agency for maintenance purposes); any sidewalks; any landscaped areas that are not part of any Lot; any real estate that is designated on the Plat as "Open Space"; or any other acreage in which the Association becomes the record owner. The term Common Property shall also include any personal property acquired by the Association for the benefit of the Subdivision, if any. All Common Property shall be utilized for the common use and enjoyment of the Owners, their families, tenants, and guests, subject to any rules and regulations adopted by the Association;

(e) " Common Expenses" shall mean and include:

(1) All sums lawfully assessed by the Association against the Members;

(2) Expenses of administration, maintenance, repair, or replacement of the Common Property; provided, however, in the event an Owner damages Common Property such as a Greenway Trail while constructing a home on a Lot, that Owner shall pay the Association for the cost to repair such damage and if not timely paid, such cost shall become a special assessment against the Owner's Lot as provided in Article VIII Section 1 hereof.

(3) Expenses declared to be common expenses by the provisions of this Declaration or by the provisions of the Bylaws;

(4) Hazard insurance, liability insurance, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase, or as the Association may deem appropriate to purchase in its fiduciary discretion;

(5) Ad valorem taxes and any public assessment charge which may be lawfully levied against any Common Property;

(6) Any expense for the maintenance and repair of any private drainage or other utility easements and/ or facilities which are within the boundaries of the Subdivision and which may be located upon or within the Common Property of the Subdivision and which may benefit the Subdivision and/ or any lands adjacent thereto;

(7) The expense of maintenance and repair of all private streets, easements, landscaping, signage, and amenities within the Subdivision; or the expense of taxes or any other expense item associated with any Common Property;

(8) Any expense related to security devices or personnel for the Subdivision;

(9) Any other expenses determined by the Board, or voted upon and approved by the Owners, to be common expenses of the Association;

(f) "Declarant" shall mean Caropine Ventures, LLC, a North Carolina limited liability company, and its successors and/ or assigns and/ or intended transferees. The Declarant reserves the right to transfer or convey all of its rights as Declarant pursuant to this Declaration by recording a written notice thereof in the Moore County Registry, said notice to be signed by the Declarant and by the transferee and to be in compliance with North Carolina General Statute 47F-3-104, as amended. It is expressly provided that any reference in this Declaration to the Declarant shall also automatically refer to the Declarant's successors and/ or assigns and/ or intended transferees, and any such successors and/or assigns and/ or transferees shall benefit from any and all Declarant rights reserved or otherwise set forth in this Declaration;

(g) "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference;

(h) "Lot" shall mean and refer to any Lot as shown on the Plat, as such Plat may from time to time be amended or modified;

(i) "Member" shall refer to membership in the Association, and shall include the Declarant (and its designated officers, employees or agents) and all Lot Owners;

(j) "Offensive or Noxious" activity or behavior shall include but not be limited to a any behavior or activity which a reasonable person would consider to constitute a public or private nuisance, and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Subdivision area by substantial number of the residents and overnight guests and their reasonable expectations of residential habitation within the

Subdivision. Examples of Offensive or Noxious activity or behavior shall include excessively noisy behavior, grossly disrespecting the rights of others, excessively flashy or bright lights, vehicles (that are disassembled, excessively large, or excessive in number), significantly loud radio or other noise emitters, and other unreasonable behavior curtailing the reasonable pleasure of other residents in the Subdivision;

(k) “Open Space” shall mean and refer to Common Property that is identified as “Open Space” on the Plat and that is being dedicated for the use of the Association in accordance with the Town of Southern Pines Uniform Development Ordinance;

(l) "Owner" shall mean and refer to the Owner of any Lot as reflected by the title records of the Moore County Registry (whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant). The term Owner shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; the term Owner shall also not mean or refer to any tenant of an Owner;

(m) "Period of Declarant Control" means the period commencing on the date hereof and continuing until such time as Declarant (i) no longer owns a Lot in the Subdivision; or (ii) voluntarily terminates such control by recording a memorandum evidencing same in the local Registry. The sooner to occur of (i) or (ii) above shall be conclusive in terminating the Period of Declarant Control.

(n) "Subdivision” shall mean and refer to the Villages at the Carolina Phase Two subdivision, which is comprised of all Lots, and all other acreage, as shown on the Plat. The Subdivision may also include any future sections of the Subdivision (in addition to the initial Lots as shown on the Plat) as the same may be developed from time to time by the Declarant.

ARTICLE II

PROPERTY AND ADDITIONS THERETO

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration includes all of those delineated Lots and other acreage as shown on the Plat.

Section 2. Other Additions. The Declarant reserves the right to unilaterally annex additional land as future sections of the Subdivision (in addition to the initial Lots as shown on the Plat), as the same may be developed from time to time by the Declarant, except that any such future sections of the Subdivision shall become subject to this Declaration only from and after the recording of a plat for any such future section and the recording of an amendment to this Declaration, which expressly makes any such new section subject to the terms of this Declaration. Any such amendment may contain such complementary additions and/or modifications of the covenants and restrictions contained herein as may be necessary or

convenient, in the sole judgment of Declarant, to reflect the different character, if any, of any such new section, with any such additions and/ or modifications to apply only to said new section.

Section 3. Special Declarant Rights. Declarant reserves the following special declarant rights with respect to the Subdivision, and any future sections that may be added thereto, during the Period of Declarant Control:

(a) To complete any and all improvements as may indicated on the Plat;

(b) To exercise any development right as may be reserved elsewhere in this Declaration;

(c) To construct and maintain any sales office, marketing and sales signage, management office or model on any of the Common Property or on any of the Lots;

(d) To convey, use, and benefit from easements through the Common Property, as necessary, for the purpose of developing the Subdivision or additional acreage that is annexed into the Subdivision; also, the right to convey future easements with respect to Avenue of the Carolinas for the benefit of adjacent property owners as further described in Article X of this Declaration;

(e) To unilaterally alter the size of any Lot, to combine or merge two or more Lots, to subdivide Lots, or to alter the size or boundary lines of any portion of the Common Property;

(f) To use any Lot owned by Declarant as a roadway or entrance area to any adjacent property that is intended to be developed and/or annexed into the Subdivision by Declarant;

(g) To unilaterally make technical and/ or substantive amendments to this Declaration such that it fully conforms with the legal requirements of Chapter 47F of the North Carolina General Statutes (the "North Carolina Planned Community Act"), as such may be amended, or so as to comply with any rules or regulations of the Veteran's Administration (VA) or the Federal Housing Authority (FHA), as amended, for the purpose of ensuring the viability of VA guaranteed or FHA insured mortgages within the Subdivision.

Section 4. Mergers. Upon merger or consolidation of the Association with another association, its property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association; or in the alternative, the property, rights and obligation of the other association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Subdivision, together with the covenants and restrictions established upon any other property, as one scheme of development. No such merger or consolidation shall effect any revocation, change or addition to the terms of this Declaration with respect to the Subdivision, including, without limitation, any maximum limits on assessments and dues of the Association, if any, or any other matter substantially affecting the interests of Members of the Association.

Section 5. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for installing, replacing, repairing, operating and maintaining any and all necessary utilities, including but not limited to storm and sanitary sewer, gas, telephone, and electricity, to service the Subdivision. By virtue of this blanket easement, it shall be expressly permissible for the utility providers and/or the Declarant to erect and maintain any necessary poles and other necessary equipment in the Subdivision, whether above-ground or underground. An easement is further granted to all police, fire protection, ambulance, postal delivery, and all other similar persons, companies or agencies to enter upon the streets, driveways and other parts of the Common Property in the performance of their duties. Notwithstanding anything to the contrary herein, it is expressly declared that no sewer, stormwater, electrical, or other utilities may be installed or relocated within the Subdivision (including on any Lot contained within the Subdivision) unless specifically authorized in writing by Declarant or by the Association (in the event that the Period of Declarant Control has expired). Should any utility provided (covered by the blanket easement herein provided) request a specific easement by separate recordable document, then either the Declarant or the Association, as the case may be, shall have the right to unilaterally grant such easement rights and execute any such document.

ARTICLE III

CONSTRUCTION REQUIREMENTS

Section 1. Residential Purpose No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two (2) stories in height (unless the Architectural Review Board (as defined in Section 13(c)(1) below) approves in writing a variance permitting a structure of more than two (2) stories in height) and a garage and small accessory building (which may include a pool house, additional non-rentable living quarters, or guest facilities), provided such primary dwelling or accessory building does not overcrowd the Lot, as determined in the discretion of the Architectural Review Board or Board of Directors. Any accessory building may not be constructed prior to the construction of the primary dwelling.

Section 2. Multi-Family Use Prohibited No multi-family residence or apartment units shall be erected or allowed on any Lot; and no dwelling once approved and constructed shall be altered or converted into any type of multi-family residence or apartment units.

Section 3. Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant or the Association (if the Period of Declarant Control has expired), said consent to be provided or withheld in the sole discretion of Declarant or the Association, as the case may be. The Declarant reserves the right to unilaterally re-plat or modify the boundaries of any Lot(s) that Declarant continues to own for any reason.

Two (2) or more contiguous Lots may be combined into one (1) larger Lot with the written consent of the Declarant, said consent to be provided or withheld in the sole discretion of

Declarant. Upon the combination of any two (2) Lots with Declarant approval, the exterior boundary lines of the resulting larger Lot shall be controlling with respect to the interpretation of the terms of this Declaration. The Declarant shall have the right to place conditions upon its approval of any such combination of Lots, including conditions related to payment of assessments and voting rights within the Association.

Section 4. Completion of Construction. The exterior of all dwellings and other structures must be completed within six (6) months after commencement of construction, unless a longer time is allowed by the Architectural Review Board, except where such completion is impossible or would result in great hardship to the Owner or contractor due to strikes, fires, national emergency or natural disaster. Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction on any Lot, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. The Owner shall be responsible for repairing at her/ her expense any damage to the streets and roadways, Common Property, or property owned by others within the Subdivision caused by the Owner's contractor (or caused by other parties providing labor or services on behalf of the Owner). All landscaping must be completed in strict accordance with the landscape plans approved by the Architectural Review Board.

Section 5. Construction Limitation. During construction, all vehicles involved, including those delivering supplies, must enter the affected Lot on a driveway only as approved by the Architectural Review Board so as not to unnecessarily damage trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, and like items must be removed from the affected Lot by the contractor as often as necessary to keep the house and Lot attractive during the construction phase. Any such debris shall not be dumped in any other area of the Subdivision.

Section 6. Minimum Heated Living Space. No single-story residence shall be constructed on any Lot which shall have heated-area living space constituting ground coverage on one or more levels of less than 2,000 square feet; and no multi-story residence shall be constructed on any Lot which shall have a heated living space of less than 2,000 square feet, of which a minimum of 1,000 square feet shall be on the ground floor, or shall constitute ground coverage of one or more levels. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In computation of heated area living space, furnace room areas, garages, and open porches shall not be counted.

Section 7. Set-Back Requirements. The building line of any single-story dwelling house or the buildings appurtenant thereto constructed on any Lot, other than corner Lots, shall not be less than twenty (20) feet from the street line on which the dwelling house fronts; not less than ten (10) feet from either side line; and not less than twenty (20) feet from the rear property line. With respect to two-story dwelling houses, the front and rear set back line shall be the same. The side set back lines for a two-story house with no single story wing shall be ten (10) feet. The

side set back line for a two story house with a single story wing shall be ten (10) on the two-story side and ten (10) on the single story side. With respect to corner Lots, the building line of any dwelling house or the buildings appurtenant thereto shall be not less than twenty (20) feet from the street on which the dwelling house fronts and not less than twenty (20) feet from the side street, and not less than ten (10) feet from the interior side line, and not less than twenty (20) feet from the rear property line, except that residential structures on corner Lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard to fifteen (15) feet.

The provisions of this Section 7 may be changed and modified with respect to any one or more Lots so as to make the provisions less restrictive, provided said diminished restrictions comply with the Town of Southern Pines ("TSP") Unified Development Ordinance ("UDO") by (a) the change being approved by a written recorded instrument signed by all of the Owners of all contiguous Lots to the Lot on which the change is sought and by the majority of the Owners of the Lots within one hundred (100) feet of any boundary of the Lot on which the change is sought; and (c) while Declarant continues to own any Lot in the property, by the change being approved by the written consent of Declarant. Notwithstanding the above, the Declarant reserves the right to unilaterally change or modify the provisions of Section 7 with respect to any one or more Lots by a written recorded instrument signed only be Declarant (without the need for approval of any Owners of any other Lots).

Section 8. Garages. The side-line and rear-line restrictions above shall not apply to detached garages located within the rear one-fourth (1/4) of any Lot. The building line of any such detached garages shall not be less than ten (10) feet from a side line and not less than ten (10) feet from the rear line. On corner Lots, any such detached garages must be located upon the rear interior one-quarter (1/4) of the corner Lot or be subject to the side-line restriction as set forth in Section 7 above.

Section 9. Exteriors. No structure may be constructed with an exterior wall finish material of concrete, cinder block or asbestos siding shingles.

Section 10. Parking. Each Owner of a Lot shall provide space along streets within the Subdivision for parking in accordance with any reasonable standards established by the Architectural Review Board.

Section 11. Fences. No solid panel fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure on improved Lots or nearer to any street than the setback line on any vacant Lot, but ornamental fences not to exceed three (3) feet in height may be erected within such area; provided, however, all fencing shall comply with TSP UDO. Any fence must be approved by the Architectural Review Board prior to its construction, and the Architectural Review Board shall have the authority to grant a variance from the fencing requirements set forth herein on a case-by-case basis.

Section 12. Mailboxes; Swing Sets/ Playground Equipment. The placement design, type and color of any mailbox and its support must be approved by the Architectural Review Board.

Typical approved designs will be supplied upon request. Also, any swing sets and/or playground equipment must be located to the rear of the principal dwelling structure located on any Lot and must be adequately screened from view from the road; the placement and screening of any such swing sets and/or playground equipment must be approved by the Architectural Review Board.

Section 13. Architectural and Design Review.

(a) Purpose. The purpose of architectural and design review shall be to preserve the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property.

(b) Objectives. Architectural and design review by the Architectural Review Board shall be directed towards attaining the following objectives for the Subdivision:

(1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause aesthetic disruption of the natural environment or scar natural land forms;

(2) ensuring that the location and configuration of all new structures are visually harmonious with the terrain and vegetation of the Lots, with all other structures, and with surrounding Lots, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) ensuring that the architectural design of all structures, and their materials and colors, are visually harmonious with the overall appearance of the Subdivision, its history and heritage (including the original vision of Declarant with respect to the development of the Subdivision); with surrounding development; with natural land forms and native vegetation; and with development plans officially approved by the Declarant (or any governmental or public authority, if applicable) for the areas in which the structures are proposed to be located;

(4) ensuring the plans for landscaping provide visually pleasing settings for any and all structures to be located on any Lot, and blend harmoniously with the natural landscape; and

(5) ensuring that any development, structure, building or landscaping complies with the terms of this Declaration.

(c) Architectural Review Board.

(1) The Declarant shall establish an architectural review board (the "Architectural Review Board") which shall consist of three (3) members. The three (3) members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the Architectural Review Board functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant

at any time, in Declarant's sole discretion, by written notice to such appointee. A successor appointed to fill any such vacancy shall serve the remainder of the term of the departing member. When control of the Architectural Review Board functions is transferred to the Association, members of the Architectural Review Board shall be elected by the Board of Directors of the Association, and any member so elected may resign or be removed by the Board in the same manner as provided in the Bylaws of the Association for the resignation and removal of officers of the Board.

(2) The Architectural Review Board shall select its own chairman and he/ she (or in his/her absence, the vice chairman) shall be the presiding officer of its meetings. All meetings shall be held upon call of the chairman; all meetings shall be held at the offices of the Declarant (if the Period of Declarant Control has not yet expired or if the Declarant has not transferred its control over the Architectural Review Board to the Association) in Southern Pines, North Carolina or at such other places in the Town of Southern Pines as may be designated by the chairman. The affirmative vote of a majority of the members of the Architectural Review Board present at the meeting at which there is a quorum shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board shall operate in accordance with its own rules of procedure and guidelines. If such rules of procedure and guidelines are in writing, then they shall be filed with the Association and maintained in the records of the Association.

(3) The Architectural Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, attorneys, and/or any other professional consultants as it determines necessary, to advise and assist the Architectural Review Board in performing the functions here in prescribed.

(4) The Architectural Review Board may adopt, promulgate, amend, revoke and enforce guidelines (the "Development Guidelines") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;

(ii) governing the procedure for the submission of such plans and specifications; and

(iii) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any structure on any Lot;

The Review Board shall make a published copy of any current Development Guidelines readily available to Owners and prospective Owners upon request.

(d) Transfer of Architectural Review Authority. Upon the sale of all of the Lots within the Subdivision, the Declarant shall transfer the above-described review authority to a permanent Architectural Review Board which shall be under the control of the Association. Such transfer

shall be evidenced by an amendment to this Declaration to be executed by the Declarant and to be filed in the local Register of Deeds. The Declarant is not obligated to transfer said review authority at any particular time; provided, however, that such transfer must be made no later than thirty (30) days after sale of the last Declarant-owned Lot in the Subdivision. At any time prior to the transfer of said review authority, the Declarant may allow (in its sole discretion) the Association's Board of Directors to elect one or more members to the Architectural Review Board.

(e) Review of Approval of Plans for Additions. Alterations or Changes to Structures and Landscaping No building, structure, wall, fence, sign, mailbox, tank or container, swimming pool, tennis court, volleyball court, or swing set, shall be erected or constructed; and no existing building or structure shall be modified or expanded (to include any changes to the roof and roof shingles, and to include any changes to the exterior, and to include changes to any color scheme, any exterior materials, or any exterior finishes); and no landscape work that will affect the look or appearance of the property shall be commenced, on any Lot or upon the Common Property, until the proposed building plans, specifications (including height, shape, type, nature, color, composition of exterior materials, and finish), plot plan (showing the location of such building or structure, and/or any other items listed hereinabove, drives and parking areas), landscape plan, and construction schedule have been submitted to and approved by the Architectural Review Board.

Any alteration, change or deviation from the original plans and specifications (as may have been previously approved by the Architectural Review Board) must be re-submitted to the Architectural Review Board, and such Architectural Review Board shall have the same rights to approve or disapprove any such alteration, change or deviation pursuant to its rights as contained herein.

(f) Submission of Plans; Two (2) copies of all plans, specifications and/or any related information shall be submitted to the Architectural Review Board for approval. One copy shall be retained with the files of the Architectural Review Board. The other copy shall be returned to the Owner and marked either "approved" or "disapproved." The Architectural Review Board may establish a reasonable fee from time to time sufficient to cover its expense of reviewing plans and related information at the time such items are submitted for review and to compensate any professional consultants related by the Architectural Review Board. Approvals shall be time-sensitive in nature and shall not be effective for any construction commenced more than twelve (12) months after the date of such approval, unless a different expiration time is specifically stated in the approval. Disapproved plans and related information shall be accompanied by a statement of items found unacceptable. In the event approval of such plans and relation information is neither granted nor denied within forty-five (45) days following submission to (with written acknowledgment of receipt by) the Architectural Review Board of all of the required documents (with written request for that such items are being formally submitted for approval), then such plans shall be deemed approved. The Architectural Review Board shall have the right to disapprove any plans, locations or specifications based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

(g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship No approval of plans, standards or specifications by the Architectural Review Board may be construed as a representation or guarantee by the Architectural Review Board that any such plans, standards or specifications, will, if followed, result in a properly designed dwelling unit or other structure. Further, any such approvals may not be construed as a representation or guarantee by the Architectural Review Board that any dwelling unit will be built in a good and workmanlike manner. Neither the Declarant nor the Architectural Review Board shall be responsible or liable for any defect in any plans or specifications submitted, revised or approved under this Declaration, nor for any defect in construction pursuant to any such plans and specifications. Each and every Owner shall be fully responsible for the quality and workmanship of any dwelling or other structure that is constructed upon any Lot; and each and every Owner does hereby, by acceptance of any Lot purchased within the Subdivision, agree to hold the Declarant and the Architectural Review Board harmless for any defect or other problem caused by the Owner's architect, builder or other third party related to any such plans, standards or specifications, either required by or approved by, the Architectural Review Board. The Declarant reserves the right to prohibit any builder from working in the Subdivision in the event it is determined that such builder has failed to comply with any approved plans, either intentionally or negligently. Each and every Owner hereby agrees that any exercise of such right by the Declarant with respect to any builder shall not constitute a denial of an Owner's property rights and shall not give rise to a cause of action for damages by any such Owner.

Section 14. Repairs. Any dwelling unit or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition. If any Owner fails to commence to repair or demolish and remove same within thirty (30) days after notice from the Architectural Review Board, the Association, or the Declarant, and fails to diligently continue with any such repair or demolition to completion, then the Association may do so at the Owner's expense, and such expense shall be treated as an assessment against the Lot in question and subject lien rights in favor of the Association, with the same rights and remedies in favor of the Association as set forth below.

Section 15. Remedies. If any finished dwelling unit, structure, landscaping, or any other item subject to approval rights of the Architectural Review Board, does not comply with the submitted and approved plans and specifications, then the Architectural Review Board and/or the Association retains (i) the right to make any necessary changes at owner's expense to comply with such approved plans and specifications; (ii) the right to treat such charge or cost as an assessment; (iii) the right to file a claim of lien for any costs incurred against the Lot in question; and (iii) the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection including without limitation, reasonable attorneys' fees.

ARTICLE IV

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot unless such structure or structures is used directly (or indirectly) for single-family residential purposes with respect to such Lot.

"Single-family residential purposes" shall mean and refer to use as a place of long-term, permanent residence with respect to a dwelling unit located upon any Lot (and shall also mean shorter-term non-permanent residence if any such dwelling unit is leased to a tenant; however, any dwelling unit may not be used or leased for transient or daily/ weekly rental purposes). The residential use restriction is subject to the following qualifications:

(a) Unless further restricted in the deed, the use of a portion of a dwelling unit located upon any Lot as an office shall be considered as a permissible residential use (i) if such use does not create a significant increase in automobile or pedestrian traffic to and from the dwelling unit; (ii) if no sign, symbol, logo or nameplate identifying such a business or professional office is affixed to or about the Lot or the entrance to the dwelling unit; (iii) if the office use complies with residential zoning laws for the Subdivision; (iv) if the office is only incidentally used for business or professional purposes; (iv) if the Declarant or the Association, after responding to any complaint by a neighboring Owner, has not expressly requested that the subject dwelling unit no longer be used in whole or in part as an office, said request to be in the sole discretion of the Declaration or the Association in light of any such complaint or other grounds;

(b) The use of any dwelling unit located on any Lot as a model, or for sales or operational purposes, shall be limited to those Owners or builders granted written temporary permission for such use by the Declarant and/or the Association in its sole discretion, and may be deemed a permitted use for residential purposes for a maximum period of twenty-four (24) months after any such dwelling unit is newly constructed and is ready for occupancy; and use of said dwelling unit as a model or for sales or operational purposes after said twenty-four (24) month period shall be prohibited; and

(c) The use of any dwelling unit located upon any Lot shall be limited to occupancy by people directly related by adoption, marriage, or blood in the first and second degree, or four (4) or less people who are not so related.

Section 2. Other Buildings and Vehicles. No mobile home, trailer, manufactured home, double-wide or modular home, tent, barn, shed, or other similar out-building, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Architectural Review Board; and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No boat, boat trailer, camper, commercial truck, privately owned golf

cart, utility trailers may be kept or maintained on any Lot without prior written approval of the Architectural Review Board. The term "commercial truck" as used herein is intended to refer to a commercial truck vehicle intended primarily for transporting business goods and equipment, and which is primarily used in a trade or business (and not merely as a means of transportation), or any truck which displays commercial signage or similar business logo on its exterior. The term "commercial truck" is not intended to prohibit any dual-purpose truck vehicle, such as sport-utility vehicle, sports truck, and truck of one-half (1/2) ton or less, or similar attractive vehicle driven and maintained primarily as a means of transportation that does not have exposed commercial signage or similar business logo (other than discreet signage or logo as may be approved by the Architectural Review Board) and does not have exposed business goods or equipment.

Section 3. Unsightly Conditions. Each Owner shall be responsible for (i) preventing the accumulation of litter, trash, and rubbish on his/ her Lot; (ii) preventing any unclean or unsightly condition on his/ her Lot (either before, during or after construction of any dwelling unit or other structure), to include the obligation to adequately maintain any structure located on his/ her Lot; (iii) preventing any type of motor vehicle repair or maintenance other than periodic exterior washing and interior cleaning from occurring on his/her Lot (iv) preventing any condition which may tend to substantially decrease the beauty of the Subdivision as a whole or the specific area with the Subdivision in which his/ her Lot is located. Each Owner shall be responsible for keeping the grass, weeds, plants and other vegetation on his/her Lot well-trimmed and maintained at all times, free of unsightly leaves and other debris.

Section 4. Offensive or Noxious Activity. No Offensive or Noxious activity shall be tolerated upon any Lot, or upon the Common Property, within the Subdivision; nor shall anything be done thereon tending to cause embarrassment, discomfort, endangerment, annoyance, or nuisance to the community.

Section 5. Hazardous Activity. No portion of the Subdivision shall be used by any Owner or other party in such manner which would increase the hazard of fire on any other part of the Subdivision or any adjoining property. No activity shall be conducted within the Subdivision which may cause pollution or the threat of pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance (including any fuel used for any dwelling unit within the Subdivision) is subject to the prior approval from the Architectural Review Board.

Section 6. Junk Vehicles. No automobile or motor vehicle may be dismantled within the Subdivision. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on any Lot or street in the Subdivision for a period to exceed ten (10) calendar days. No junked cars shall be placed or allowed to remain on any Lot or elsewhere within the Subdivision.

Section 7. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that approval for such underground

storage tank must be obtained in advance from the Architectural Review Board. Nothing contained herein shall prevent the Declarant and/ or the Association from erecting, placing or permitting any tank, or other apparatus, within the Subdivision for utility or other service purposes.

Section 8. Antennas. No television antenna, satellite dish, radio receiver or sender or other similar device larger than eighteen (18) inches in diameter shall be installed upon any Lot or attached to the exterior portion of any dwelling unit or other structure located on any Lot; however, any such device, as well as the placement of such device, shall be subject to prior approval of the Architectural Review Board and shall be placed such that the device is not visible from any street within the Subdivision at any time of year. The Architectural Review Board shall have the authority to deviate from the above-referenced eighteen (18) inch size requirement (so as to tighten or so as to loosen said restriction), with any such deviation to be in the sole discretion of the Architectural Review Board. In addition, no radio or television signals, or any other form of electromagnetic radiation, shall be permitted to originate from any dwelling unit or Lot which may unreasonably interfere with the reception of television or radio signals upon any other property within the Subdivision. Notwithstanding anything to the contrary herein, it is expressly provided that the provisions of this section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security system, cable television system, mobile radio system, and/ or any other similar system within the Subdivision; and

Section 9. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon any Lot. The playing of loud music within a dwelling unit or other structure located upon any Lot shall be considered an Offensive and Noxious activity and shall not be permitted at any time.

Section 10. Lights. The design and location of all exterior lighting fixtures shall be subject to the prior approval of the Architectural Review Board. Such exterior lighting fixtures, as well as any other illumination devices (including but not limited to Christmas, Halloween, or other seasonal lighting/ ornamentation) shall not be located, directed, or be comprised of such intensity, so as to cause the nighttime environment of any adjacent property within the Subdivision is adversely affected.

Section 11. Laundry. In order to preserve the aesthetic features within the Subdivision, each Owner, his/ her family, his/ her guests, or his/ her tenants, shall not hang laundry from any area within or outside a dwelling unit if such laundry is within the public view. This provision may, however, be temporarily waived by the Declarant or by the Architectural Review Board during periods of severe energy shortages or other conditions where enforcement of this section would create a hardship.

Section 12. Boats. Any boat or boat trailer is not allowed to be parked or stored on any Lot at any time, unless any such boat or boat trailer is stored within a garage and hidden from view at all times. In addition, any boat or boat trailer is not permitted to be parked or stored on the Common Property within the Subdivision.

Section 13. Vegetable Gardens. A vegetable garden will be permitted provided it is (i) located behind any dwelling unit located upon a Lot; (ii) not visible from the street; and (iii) and does not exceed the size of three hundred (300) square feet.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the Subdivision except that a reasonable number of common household pets, not to exceed three (3) such as dogs and cats may be kept in a dwelling unit located on any Lot. No dangerous dogs or other animals shall be allowed within the Subdivision at any time. In order to preserve the aesthetic qualities of the Subdivision, to maintain sanitary conditions, and to maintain a proper respect for other Owners and users of the Common Property, each person who keeps a pet within a dwelling unit shall abide by the following rules and regulations:

(i) No pet may be kept, bred, or maintained for any commercial purpose;

(ii) The owner of any pet shall exercise best efforts to not allow the pet to excrete upon any Lot owned by others, or to excrete in any area within the Subdivision (including the Common Property) which is regularly traversed or where children may be expected to play;

(iii) The owner of any pet shall use a scoop or other means to clean up any solid fecal waste left by their pet upon any Lot owned by others or upon the Common Property;

(iv) The owner of any pet shall not allow such pet to roam unattended within the Subdivision, and it shall be the responsibility of each pet owner to leash or otherwise contain their animal at all times;

(v) The owner of any pet which barks or makes any noises which might be reasonably expected to disturb other Owners shall muzzle such animal;

(vi) All pets shall be housed in the dwelling unit, or within fenced yards or pens as approved by the Architectural Review Board;

(vii) Any other regulations adopted from time to time by the Architectural Review Board or the Association.

The breach of any of any provision within this section shall be considered Offensive and Noxious activity that constitutes a nuisance. The Declarant and/or the Association reserves the right to remove a pet or other animal that constitutes a nuisance from any Lot.

Section 15. Streets. In order to provide for safe and effective regulation of traffic, the Declarant and/or the Association may promulgate from time to time parking and traffic regulations as they relate to conduct on, over and about the streets in the Subdivision. These regulations shall initially include, but shall not be limited to, those set out below and the

Declarant and the Association reserve the right to adopt additional regulations, or to modify previous regulations, from time to time, and to enact any such additional regulations or modifications thirty (30) days after mailing notice of same to the record Owners of all Lots. The initial regulations are as follows:

(a) No golf carts may be operated in the streets of the Subdivision, except as otherwise permitted by the Architectural Review Board and/or the Association;

(b) No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the streets within the Subdivision, unless they are (i) street legal; (ii) are in compliance with all North Carolina vehicle licensing laws; (iii) are operated by licensed drivers; and (iv) are not operated in a manner constituting a nuisance;

(c) The Declarant and/ or the Association, may post "no parking" signs along the streets within the Subdivision where the Declarant and/or the Association, in either's sole discretion, determines appropriate to do so. Violators of any such "no parking" signs are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing any such vehicle shall not be deemed a trespass or a violation of any Owner's property rights.

The Declarant and/ or the Association reserves the right to dedicate the streets within the Subdivision for public use and public maintenance in either party's discretion.

Section 16. Insurance; Waste. Nothing shall be kept, and no activity shall be conducted, on any Lot or Common Property within the Subdivision which will increase the rate of insurance applicable to the dwelling units or other structures located upon all Lots. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his/her Lot or on the Common Property, which will result in the cancellation of insurance on any portion of the Subdivision, or the Lots therein, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Property.

Section 17. Signs. No signs or ornaments shall be erected or maintained on any Lot or elsewhere within the Subdivision by anyone including, but not limited to, any Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Architectural Review Board, said permission to be granted or withheld in the Architectural Review Board's sole discretion and in conformance with TSP UDO. If such permission is granted, the Architectural Review Board reserves the right to restrict size, color and content of such signs. Notwithstanding the above, one (1) sign advertising the sale of a Lot (with or without a dwelling unit) may be placed upon a Lot at any time, said sign not to be larger than two feet by two feet (2' x 2'). In addition, notwithstanding the above, the Declarant and/ or the Association may erect signage within the Subdivision in its discretion for marketing or other purposes. Finally, notwithstanding the above, this provision shall not restrict the right of an Owner to display the American flag or to display any political sign on her/ her Lot.

Section 18. Water and Sewage. No private water wells or septic tanks may be drilled or maintained by any Owner so long as the Declarant (its contractors, or the Town of Southern Pines and/or the Public Works Department) has installed public water and sewer distribution lines to all Lots. No sewage or other pollution shall be emptied or discharged into any creeks or other natural areas within the Subdivision at any time.

Section 19. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted within the Subdivision.

ARTICLE V

ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Board. Written approval generally will be granted for a minimum and reasonable amount of earth movement and vegetation reduction as may be required by plans and specifications approved pursuant to the terms of this Declaration.

Section 2. Tree Removal. No trees with a diameter of four (4) inches or more may be removed without the advance written approval of the Architectural Review Board.

Section 3. Erosion/ Landscaping Controls; Right of Entry of Declarant and Association. To implement effective and adequate erosion control and protect the beauty of the Subdivision, the Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot, before or after a dwelling unit or other structure has been constructed thereon) for the purpose of performing any corrective grading, landscaping or erosion mitigation work; provided, however, that prior to exercising such right to enter upon any Lot for the purpose of performing any such corrective work, the Declarant and/ or the Association, as the case may be, shall give any affected Owner the opportunity to take any necessary corrective action required by giving such Owner notice indicating what type of corrective action is required and specifying a timeline in which such corrective action must be taken by such Owner.

The Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot on which a dwelling unit or other structure has been (or has not been) constructed and upon which a landscaping plan has either not been implemented or has not been implemented correctly (in conformity with a landscaping plan approved by the Architectural Review Board). If the Declarant and/ or the Association concludes in their discretion that the appearance of any Lot detracts from the overall beauty and appearance of the Subdivision, the Declarant and/ or the Association (and their agents) shall have the right of entry upon any such Lot for the purpose of cutting, trimming, pruning, any removing any trees, vegetation, and related landscape fixtures, and for the purpose of improving and/or correcting the landscaping on any such Lot; provided, however, that prior to exercising such right to enter upon any Lot for such purpose, the Declarant

and/ or the Association, as the case may be, shall give any affected Owner the opportunity to take any necessary corrective action required by giving such Owner notice indicating what type of corrective action is required and specifying a timeline in which such corrective action must be taken by such Owner.

The expense for any such work performed by the Declarant and/ or the Association (or their agents) shall be the responsibility of the Owner of the affected Lot. Such expense shall be considered an assessment and shall be a lien upon said Lot in favor of the Association.

The provisions of this section shall not be construed as an obligation on the part of the Declarant and/ or the Association to do any work or to provide any corrective action on any Lot.

Entrance upon any Lot by the Declarant and/ or the Association pursuant to the authority contained in this section shall not be deemed a civil or criminal trespass. The rights reserved unto the Declarant and/ or the Association herein shall be used only where necessary so as to properly enforce the terms of this Declaration for the benefit of the Subdivision and the Owners of all Lots located therein.

Section 4. Environmental Hazards. To secure the natural beauty of the Subdivision, the Declarant and/ or the Association may promulgate rules and regulations which shall govern activities which may be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals upon any Lot. Failure of any Owner within the Subdivision to comply with the requirements of any such rules and regulations shall constitute a breach of the terms of this Declaration.

The Declarant hereby reserves unto itself and the Association a perpetual, easement and right on, over and under all Lots and Common Property within the Subdivision in for the purpose of taking any action necessary to effect compliance with any federal, state or local environmental rule, regulation and covenant. The cost of any such action by the Declarant or the Association shall be reimbursed as a Common Expense of the respective Owners of the affected property within the Subdivision upon which the work is performed.

Section 5. Further Siting Authority. To prevent excessive stormwater run-off or drainage resulting from any improvements to Lots or other property within the Subdivision, the Declarant and the Architectural Review Board hereby reserve the right to establish a maximum percentage of property which may be covered by a dwelling unit, patio, driveway or other structure. In the establishment of such maximum percentage, the Declarant shall consider topography, percolation rate of the soil, soil type and condition, vegetation cover and other relevant environmental factors. Neither this, nor any other right reserved herein by the Declarant, shall be construed, however, to be an obligation of the Declarant to take any action.

Section 6. Erosion in Open Space, Common Property and Restricted Common Properties. The Declarant and/ or the Association shall have the right, but shall not be obligated, to protect all Common Property from erosion, such as by planting trees, plants, and shrubs where and to the extent necessary or by other mechanic means. The right is likewise reserved to the Declarant

and/ or the Association to take any step necessary within Common Property to provide and insure adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and brush, the expense of which shall be an assessment against the Owners of all Lots.

Section 7. Mineral Extraction. No drilling, quarrying or mining operations of any kind; nor oil, gas or mineral exploratory activity, shall be permitted upon, in, or under any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other natural resources shall be erected, maintained or permitted upon any Lot; nor shall sand, clay, or other materials be mined or removed from any Lot for use elsewhere.

Section 8. Street lighting. Street lighting for the Subdivision may be provided by the Duke Energy.

Section 9. Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust, yard waste, unsightly or offensive material, or any other debris shall be placed upon the Common Property or other areas of the Subdivision, except as is temporary and incidental to the bona fide construction on or improvement of the Subdivision.

Section 10. Open Space Restrictions. If so required by the TSP UDO, it is hereby declared that (i) the Open Space shall be used only for park, recreation and/ or open space purposes; (ii) the Open Space shall be deeded to the Association as part of the Common Property; and (iii) the Association shall be responsible for the continuing upkeep and proper maintenance of the Open Area for park, recreation, and/ or open space purposes.

ARTICLE VI

THE ASSOCIATION– MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall automatically be a Member of the Association. The Declarant shall be a Member of the Association until the latter to occur of the (i) termination of the Period of Declarant Control; or (ii) when the Declarant no longer owns a Lot in the Subdivision.

Section 2. Voting Rights. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot he/she owns; however, if an Owner constructs a dwelling unit on more than one (1) Lot, the Owner shall have only one (1) vote for said dwelling unit (and shall have no additional vote for each additional Lot that comprises a part of the total consolidated yard or building site, so long as any such additional Lot remains a part of the total consolidated yard or building site).

If any Lot is titled in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenancy by the entireties, or in any other manner of joint or common ownership, then any such joint or common Owners are entitled to one (1) collective vote for such Lot; and said joint or common Owners must unanimously agree on how to cast said

one (1) vote in order for said vote to be cast on behalf of said Lot. The Association may conclusively rely upon any one (1) of the joint or common Owners of any such Lot with respect to determining how the one (1) vote is intended to be cast for any such Lot, as long as the acting officers of the Association do not have actual knowledge that there is a dispute with respect to how such vote should be cast. If there is a dispute that cannot be timely resolved by the joint or common Owners of any such Lot (amongst themselves), then the Association shall have the authority, in its sole discretion, to disqualify any such Lot from casting its vote, such that the Association may conduct its business in a timely manner.

Section 3. Composition of Board. The Association shall be governed by a Board of Directors consisting of at least three (3) members, with the number in subsequent years to be determined as provided for in the Bylaws or otherwise in the discretion of the Association. The Declarant shall have the right to appoint and remove all members of the Board of Directors (and to appoint and remove all officers of the Association) during the Period of Declarant Control.

Section 4. Cumulative Voting Prohibited. Each Member shall be entitled to as many votes as equals the number of votes he/ she is ordinarily entitled to, multiplied by the number of Board members to be elected, but may not cast all of such votes for any one (1) Board member and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section 4 to prohibit cumulative voting.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members' Easement of Enjoyment in Common Property. Subject to the provisions of this Declaration, any additional rules and regulations of the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of easement of enjoyment (including the right of ingress, egress and regress) in, over, and upon the Common Property and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2. Title to Common Property. The Declarant covenants for itself, its successors or assigns, that, upon the completion of the streets and infrastructure development within the Subdivision, it shall convey any platted Common Property to the Association within a reasonable period of time by warranty deed. The Common Property shall be conveyed to the Association subject to: (i) all easements, restrictions, covenants, and conditions of record as of the date of such conveyance, including the terms of this Declaration; and (ii) any existing mortgages or other liens; provided, however, that in no event shall the Association be obligated to assume any indebtedness related thereto.

Section 3. Extent of Member Easements Rights. The rights and easements created hereby shall be subject to the following:

(a) the right of the Association to borrow money from the Declarant (or any other lender) for the purpose of improving and/or maintaining the Common Property (and providing services as may be authorized herein) until such time as the Association is adequately capitalized;

(b) the right of the Association, pursuant to the limitations and procedures set forth in North Carolina General Statute 47F-3-107.1 (as such may be amended), to suspend the rights and easements of enjoyment of any Member (or any tenant or guest of any Member) (but not to impede access to and from any Member's Lot) for the non-payment of any delinquent assessment against any Lot or for any infraction of the Association's published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(c) The right of the Association to place reasonable restrictions upon the use of the Association's streets, including but not limited to the types and sizes of vehicles permitted to use said streets, the maximum and minimum speeds of vehicles using said streets, all necessary traffic and parking regulations, and maximum noise levels of vehicles using said streets. The fact that any such restrictions on the use of the streets may be more restrictive than the laws of any state or local government having jurisdiction over the Subdivision shall not make such restrictions unreasonable;

(d) the right of the Association to give, sell, or lease all or any part of the Common Property (but not to include the Open Space) to any public or private party for any purposes, provided that (except as expressly provided below), no such transfer shall be effective unless such transfer shall be authorized by (i) the Declarant as long as it owns any Lot within the Subdivision and (ii) the requirements set forth in North Carolina General Statute 47F-3-112 (as such may be amended) is fully complied with;

(e) any other special Declarant rights as may be reserved elsewhere in this Declaration.

ARTICLE VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association: (1) periodic assessments (to be paid annually or monthly, in the discretion of the Association) or charges which are for Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; (3) special assessments for the purchase, construction or reconstruction of any improvements; and (4) a pro rata share of any assessment levied by any governmental tax authority for public improvements to the Subdivision. All assessments, together with interest and costs, and reasonable attorneys' fees for collection, shall be a charge on the land and shall be a continuing lien upon each and every Lot. Each such

assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for the delinquent assessments shall not pass to an Owner's successors in title unless such delinquent assessments are expressly assumed by them; however, any lien as referenced above shall run with the title to each Lot.

The Association shall also have the authority, through the Association to establish, fix and levy a special assessment on any Lot to secure any and all fines levied against any Owner (and owed to the Association) arising from breach by any Owner of the provisions of this Declaration and to secure the payment of the cost to repair damages to Common Property caused by an Owner in accordance with Article I, Subsection (e) (2) hereof.

Each Owner covenants to pay each and every assessment levied by the Association within ten (10) days of the due date as established by the Association; and further covenants that if such assessments are not be paid within thirty (30) days of the due date, the payment of such assessments shall be in default, and the amount thereof shall become a lien upon said Owner's Lot, as provided herein, and shall continue to be such lien until paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the paying for the Common Expenses of the Subdivision. The Association is authorized to devote a portion of the collected assessments toward a working capital or reserve fund for the benefit of the Association.

Section 3. Amount of Assessment.

(a) Criteria for Establishing Periodic Assessment. In establishing the periodic assessment for any year, the Board of Directors shall consider all anticipated expenses of the Association, any accrued debts, and reserves for future needs;

(b) Board Authority. Until such time as the Board affirmatively establishes an initial assessment, the assessment shall be zero dollars ($0.00);

(c) Special Declarant Rights. The Declarant reserves the right to not pay periodic or special assessments on any Lot owned by Declarant, as long as Declarant is marketing any such Lot for sale (whether improved or unimproved) to a builder or third party. In addition, the Declarant reserves the right to waive assessments against Lots owned by builders, as long as such builders are constructing a dwelling unit upon any such Lot and/or marketing any such Lot for sale, said right to be exercised in the sole discretion of the Declarant.

Section 4. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy, in any assessment, year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, repair or replacement of a capital improvement upon the Common Property; the cost of any unanticipated or extraordinary repair or maintenance; or the cost of any other item that is a Common Expense; provided, any such assessment shall have the assent of

two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose; however, such vote of the Members shall not be required in order for the Association to levy any special assessment during the Period of Declarant Control. In addition, notwithstanding the above, as long as the Declarant continues to own a Lot within the Subdivision, no special assessment approved by the Members as set forth herein shall be binding upon the Declarant, unless and until the Declarant has approved any such special assessment.

Section 5. Replacement Reserve. From the periodic assessment for Common Expenses, the Board shall have the authority in its discretion to create and to maintain a working capital or reserve fund for the purpose of defraying the expense of the maintenance, repair, and replacement of streets or other capital improvements located upon the Common Property.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4. Notice and quorum requirements with respect to any action authorized under Section 4 above shall be as set forth in the Bylaws of the Association.

Section 7. Uniform Rate of Assessment. Both periodic and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the passage of a resolution by the Association duly establishing same. The first periodic assessment (if collected on an annual basis) shall be adjusted according to the number of months remaining in the calendar year. Written notice of any change in the periodic assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of any such change. The due dates shall be established in the discretion of the Association. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment payments on a Lot shall be binding upon the Association as of the date of issuance.

An Owner who is a licensed builder (where such builder is constructing a house on any vacant Lot for sale to any third party) shall become liable for assessments on any such Lot only upon the date of substantial completion of any such newly constructed house, as evidenced by the issuance of a certificate of occupancy by the Town of Southern Pines. Upon the substantial completion of any such house, assessments shall begin to accrue on the affected Lot on a calendar year basis; however, the builder Owner shall not be responsible for payment of such accrued assessments to the Association until such time as such house is sold to a third party buyer. Upon the closing of such sale, the accrued assessments shall be paid in one lump sum by the builder Owner to the Association.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Subject to the provisions of the North Carolina Planned Community Act, any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the date in which said assessment became delinquent at the rate of one and a half percent (1.5%) per

month (or, 18% per year) (subject to a higher or lower rate of interest, as may be subsequently approved by the Association, and in accordance with applicable laws). In addition to charging interest on any delinquent assessment, the Association may impose a fee for late payment of assessments, not to exceed the greater of twenty dollars ($20.00) per month or ten percent (10%) of the assessment installment that is unpaid, subject to increase as may be provided in the North Carolina Planned Community Act. The Association may bring an action at law against the Owner personally obligated to pay the same for the amount of the delinquent assessment (plus interest, costs, late payment charges, and reasonable attorneys' fees), or the Association may foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or abandonment of his/her Lot.

The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of Moore County, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien may be filed by the Association any time after thirty (30) days after the due date of the assessment (or any installment thereof), and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been paid in full. Any such claim of lien shall include all assessments which are due and payable when the claim of lien is filed (plus interest, costs, late payment charges, and reasonable attorneys' fees). Such claims of lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the claim of lien shall be cancelled of record by the Association with the Office of the Clerk of Superior Court of Moore County.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage lender and the lien for ad valorem taxes on any Lot. The sale or transfer of any Lot shall not affect any assessment lien, and such lien shall run with title to any Lot against to which any such lien has attached. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or a tax foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after such sale or transfer, or from the lien thereof.

ARTICLE IX

FUNCTIONS OF ASSOCIATION

Section 1. Authorized Services. The Association shall be authorized to provide the following services:

(a) to maintain and repair the Common Property and all improvements located thereon;

(b) to perform any and all services necessary or desirable to carry out the obligations and business activities of the Association as may be reasonably required or inferred by the terms of this Declaration or by the terms of the Bylaws;

(c) to take any and all actions necessary to enforce the terms contained in this Declaration, including but not limited to fining and providing appropriate due process with respect to any Owner, for violating any such terms;

(d) to elect members of the Architectural Review Board and to provide for the proper function thereof, once the Declarant has transferred the functions of the Architectural Review Board to the Association;

(f) to provide for all necessary administrative services, including but not limited to insurance matters, legal matters, accounting and financial matters, communication services (including, but not limited to providing notices of meetings, activities, and other matters), and payment of taxes and other expenses;

(g) to enact and publish reasonable additional rules and regulations that shall be binding upon all Owners within the Subdivision as any such need arises;

(h) to provide any and all other services reasonably necessary to perform its obligations under this Declaration.

In the event the Association is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Declarant, as long as the Declarant continues to own a Lot within the Subdivision, the Declarant shall be and hereby is authorized to perform any such services at the Association's expense, as long as any such expense is reasonable and necessary to carry out the Declarant's obligations under this Declaration.

Section 2. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to borrow money for use by the Association, to mortgage the property of the Association, and to pledge the revenues of the Association as security for any loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, however, the repayment terms of any such loans must be put in writing and must be reasonable in nature. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the amount of the regular periodic assessment any time the Association has an outstanding loan balance in favor of the Declarant.

Section 3. Declarant Contracts. If entered into before the Board of Directors of the Association elected by the Owners takes office (upon the expiration of the Period of Declarant Control), any contract or lease affecting or relating to the Subdivision that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Owners takes office upon not less than ninety (90) days' notice to the other party. This provision

is in accordance with the requirements of North Carolina General Statute 47F-3-105. If such statute is amended, then this Section 4 shall automatically be modified accordingly and the revised statute shall control with respect to such contracts or leases.

Section 4. Discretionary Administrative Fee. Upon the sale or transfer of ownership of any Lot, the Association is authorized to collect a reasonable administrative fee not to exceed $100.00 (as set by the Board of Directors from time to time) to cover administrative and other expenses incurred in the change of the Association's records to reflect the new ownership.

Section 5. Information. The Association shall make available to all Owners and their mortgage lenders, current copy of this Declaration, any amendments to this Declaration, a current copy of the Bylaws of the Associations (and any amendments thereto), any published rules and regulations of the Association, as well as the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances, as appropriate. The cost of reproduction of such documents shall be paid by the requesting party.

Section 6. Lender Notices. An additional function of the Association shall be to provide, upon written request to the Association, written notice to any lender of any of the following matters with respect to any Lot encumbered by a mortgage in favor of such lender:

(a) any condemnation or casualty loss;

(b) any delinquency in the payment of assessments or charges;

(c) Any lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of mortgage lenders.

Section 7. Insurance Requirements. To the extent required below, the Association shall at all times maintain in full force and effect casualty, flood, liability, and fidelity insurance as may be required below:

(a) Hazard Insurance. To the extent there exists insurable improvements or other property upon the Common Property, then prior to the conveyance of the first Lot in the Subdivision to an Owner, the Association shall obtain a hazard insurance policy with respect to the Common Property insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(b) Liability Insurance – Prior to the conveyance of the first Lot within the Subdivision to an Owner, the Association shall obtain liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Property.

Insurance policies carried by the Association pursuant to subsections (a) and (b) above shall provide that:

(i) Each Owner of a Lot is an insured person under the policy to the extent of the Owner's insurable interest;

(ii) The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household;

(iii) No act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, then Association's policy provides primary insurance;

Further, an insurer that has issued an insurance policy under subsections (a) and (b) above shall issue certificates of insurance to the Association and, upon written request, to any Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner, and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued at their respective last known addresses.

(c) Fidelity Bonds - The Association may obtain in its discretion a blanket fidelity bond (or fidelity insurance policy) for anyone who handles, or is responsible for, funds held or administered by the Association, whether or not that person receives compensation for their services. Any independent management agent retained by the Association that handles funds for the Association must be covered by its own fidelity bond or coverage for the benefit of the Association.

Any such fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months periodic assessments for all Lots within the Subdivision, plus all reserve funds held by the Association.

Any such fidelity bond must include a provision that requires thirty (30) days written notice to the Association, or the maximum number of days allowed by a reputable insurer, before the bond can be cancelled or substantially modified for any reason.

ARTICLE X

SHARED USE AND MAINTENANCE OF AVENUE OF THE CAROLINAS

The Declarant hereby reserves and conveys non-exclusive easement rights of ingress, egress, and regress (as well as for underground and aboveground utilities) over Avenue of the Carolinas (the "Subdivision Streets") (as shown on the Plat) for the benefit of the owners, employees and future patrons of the remaining property of Caropine Ventures, LLC adjoining the Subdivision The Declarant also reserves the unilateral right to convey at a later date similar non-exclusive easement rights across Subdivision Streets (for consideration or otherwise) to the owners of Caropine's remaining property subject to the payment of the prorata share of the maintenance, repair and any other reasonable expenses related to the portion of the Subdivision Streets affected by such easement rights.

ARTICLE XI

PROPOSED GOLF CLUB

Section 1. Proposed Golf Club. Subject to the provisions of Section 4 below, in the event and only in the event in the future a golf club with associated amenities (the "Proposed Golf Club") is developed in connection with the Villages at the Carolina residential development the restrictions herein below set forth shall be applicable.

Section 2. Social Membership Required. Provided the Proposed Golf Club has been established, each Lot that is subject to the Declaration and that has a dwelling built thereon (an "Improved Lot") shall initially be conveyed to the third party purchaser with a membership in the Proposed Golf Club which membership shall be transferred to such third party purchaser at the time of closing on the purchase of an Improved Lot. Thereafter, the third party purchaser and each succeeding owner of an Improved Lot shall be require to maintain at a minimum a Social Membership in good standing in Proposed Golf Club which membership shall be governed by the rules and regulations of the Proposed Golf Club, including regulations concerning club fees and the payment by succeeding owners of Improved Lots of the required transfer fee for membership. Until January 1, 2017, Social Membership Dues shall be no greater than Fifty ($50.00) Dollars per month for the first twelve (12) months of ownership beginning at the time the social membership is transferred to the Owner of the Improved Lot. (It is noted for informational purposes that no Lot or Improved Lot benefits from any easement or right to use any portion of the Proposed Golf Club golf course property [including, but not limited to, the Proposed Golf Club clubhouse, golf course, practice areas, and related amenities], separate and apart from purchasing a membership therein).

Section 3. Third Party Beneficiary. Caropine Ventures, LLC, ("Caropine") which is the current owner of the Proposed Golf Club golf course property, and/or is successors in title to the golf course property, is an intended third party beneficiary of the restrictions set forth in Sections 1-4 of this Amendment; and Caropine and/or its successors in title to the golf course

property shall have standing to enforce the restrictions contained in Sections 1-5 of this Amendment against any Lot owner, either in law or equity. Caropine's execution of this Amendment evidences Caropine's obligation to provide to each third party purchaser of a Lot a social membership in the Proposed Golf Club described in Section 1 above. In consideration of Caropine being obligated to provide such social memberships, the Declarant, the initial purchaser of a Lot from the Declarant and each subsequent Owner of a Lot together with their respective successors in interest each acknowledge and agree that the Proposed Golf Club membership provisions set forth in Sections 1-5 hereof shall not be modified, amended or otherwise changed in any manner without the express written consent of Caropine or its successors in interest to the golf course property which written consent shall be required to be recorded as an amendment to this Supplement in the Moore County Registry.

Section 4. No Obligation to Develop. The provisions hereof with respect to a membership in the Proposed Golf
Club shall in no way obligate Caropine or its successors in interest with respect to the golf course property to ever develop or open the Proposed Golf Club and such provisions shall only be applicable to Lot Owners and to their successors in interest at such time as a social membership in the Proposed Golf Club is transferred to the Lot Owner.

Section 5. Builder Exemption. Any builder owned Lot shall be exempt from Sections _____hereof until such time as a dwelling has been constructed upon such Lot and sold to a third party purchaser.

Section 6. Binding on Successors. The provisions of this Amendment shall run with title to any and all property made subject to the Declaration and to each Lot developed therefrom, and shall be binding upon the owners thereof, as well as their successors in title.

ARTICLE XII

DURATION

The covenants and restrictions of this Declaration shall run with and bind all land within the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods. The number of ten-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten-year renewal period for an additional ten-year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five -year period, or during the last year of any subsequent ten-year renewal period, if three fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be

considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Moore County Register of Deeds and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Notwithstanding the above, the Members may not terminate the planned community aspect of the Subdivision absent compliance with North Carolina General Statutes 47F-2-118, as such may be amended.

ARTICLE XIII

AMENDMENTS

Declarant reserves the right to unilaterally alter or amend this Declaration (in accordance with Article II, Section 3(g)) as long as Developer owns any Lot or any portion of the Property, as long as such amendment does not affect Owner voting rights or effect a chance that would significantly increase assessment obligations of Owners. Otherwise, this Declaration may be amended as set forth in North Carolina General Statutes 47F-2-117, as such may be amended; however, it is expressly required that during the Period of Declarant Control, any amendment to this Declaration proposed by the Owners within the Subdivision must be approved by the Declarant in order for such amendment to have legal effect.

ARTICLE XIV

NOTICES; PROXIMITY TO MOORE COUNTY AIRPORT

Section 1. How Notice Given. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby effectively given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner on the Association's books or based on the local Moore County Tax Office's online (or other) records, as of the first day of the calendar month in which said notice is mailed.

Section 2. Notice to Co-Owners. Notice to only one co-Owner of a Lot shall constitute effective notice to all such co-Owners.

Section 3. Notice Where Address or Ownership Changed. It shall be the obligation of every Member to immediately notify the secretary of the Association in writing of any change of mailing address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given effective notice if notice was given to his/ her predecessor-in-title.

Section 4. Proximity to Moore County Airport. The Subdivision is located in close proximity to the Moore County Airport and as such residents of the Subdivision are herewith made aware that from time to time they will be subjected to various levels of noises that are the result of the normal operation of the Airport.

ARTICLE XV

ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any Owner, or any of them jointly or severally, shall have the right to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

Section 2. Enforcement by the Association. In addition to the foregoing, the Association shall also have the right to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

The Association may designate an agent to respond to complaints received as to alleged violations of this Declaration, and any such agent shall inform alleged violators of any such complaint. The Association has the right to fine Owners and suspend Owner privileges for any violations of the terms of this Declaration pursuant to North Carolina General Statute 47F-3-102 and any other pertinent provisions of the North Carolina Planned Community Act, as amended. If the violation is not promptly corrected, then the Association may engage legal counsel in its discretion to bring an appropriate injunctive action, including any pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to reasonable attorneys' fees incurred by the Association to enforce and to compel compliance with this Declaration, on the condition that the Association prevails in such proceedings.

Section 3. Enforcement by the Declarant. In addition to the foregoing, the Declarant shall also have the right, but shall have no affirmative obligation at any time, to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration. The Declarant may engage legal counsel in its discretion to bring an appropriate injunctive action, including pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Declarant in full for all its direct and indirect costs, including but not limited to reasonable attorneys' fees incurred by the Declarant to enforce and to compel compliance with this Declaration, on the condition that the Declarant

prevails in such proceedings.

Section 4. Against Whom May the Covenants be Enforced. The terms of this Declaration shall run with all property within the Subdivision and shall be enforceable against the Declarant, the Association, the Owners of all Lots within the Subdivision, and/ or any other parties whose activities may bear some relation directly or indirectly to the Subdivision, when and if the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations, or attempts to violate or circumvent, the covenants and restrictions set forth in this Declaration.

Section 5. Means of Enforcement. Enforcement of the terms of this Declaration shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages, or to create any lien created by this Declaration.

Section 6. Severability. Should any of the covenants and restrictions herein contained, or any section, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment or ruling shall in no way affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect and legally binding.

Section 7. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best result in the consummation of the general plan of development of the Subdivision. The provisions of these terms of this Declaration shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which may allow a less restricted use of the property within the Subdivision.

Section 8. Authorized Action. All action which the Association is allowed to take pursuant to the terms of this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument may provide otherwise.

Section 9. Trespass. Whenever the Declarant and/or the Association are permitted by the terms of this Declaration to correct, repair, clean, preserve, clear out, or take any affirmative action on any Lot or other property within the Subdivision, including any easement areas adjacent thereto, then entering the said affected Lot or other property within the Subdivision and taking such action shall not be deemed an actionable civil or criminal trespass.

Section 10. Responsibility of Owners in Event of Default by Association. In the event the Association defaults in the payment of any ad valorem tax levied against the Common Property or any assessment levied for public improvements (said matters being Common Expenses pursuant to Article I (e)(5) of this Declaration), where such default continues for a period of six (6) months, then each Owner in the Subdivision shall become personally obligated to pay to the tax and/or assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total tax and/or assessment due by the total number of

Lots in the Subdivision. If such sum is not paid by any affected Owner within thirty (30) days of its due date, said sum shall become a continuing lien on said Owner's Lot, and the taxing and/ or assessing governmental authority may either bring an action at law against said Owner personally obligated to pay the same or elect to foreclose the lien.

ARTICLE XVI

APPLICABILITY OF THE PLANNED COMMUNITY ACT; OTHER CONFLICT OF LAWS

It is intended that the Subdivision be considered as "planned community" as such term is defined within the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes). To the extent that the terms of this Declaration violate or conflict with the terms of the North Carolina Planned Community Act, then the requirements of the North Carolina Planned Community Act shall control. To the extent that the terms of this Declaration is silent (or does not address) a particular issue, then the terms of the North Carolina Planned Community Act shall control with respect to any such issue.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the below notary acknowledgement.

DECLARANT:

CAROPINE VENTURES, LLC

By: _____
Name: _____
Title: Manager/Authorized Representative

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public of said County and State, do hereby certify that _____, Authorized Representative personally appeared before me this day and acknowledged that ___he is the Manager of **Caropine Ventures, LLC**, a North Carolina limited liability company and that by authority duly given, and as the act of said corporation, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2019.

My Commission Expires: _____ _____
Notary Public

(Affix Notary Seal or Stamp)

CONSENT OF BENEFICIARY

Branch Banking and Trust Company, being the Beneficiary under that certain North Carolina Deed of Trust and Security Agreement from Caropine Ventures, LLC, to BB&T Collateral Service Corporation, Trustee, and recorded in Book ____Page ___, Moore County Registry, securing up to $_____ (the "Deed of Trust"), does hereby consent to the recordation of the Declaration of Covenants, Conditions and Restrictions for the _____ (the "Declaration"), and said Beneficiary does hereby subordinate the lien and operation of the Deed of Trust to the provisions of the Declaration and further agrees that from and after this date, the provisions of the Declaration including all exhibits, attachments and amendments thereto, shall be superior to the lien of said Deed of Trust as if the Declaration had been recorded prior to the Deed of Trust. Said Beneficiary executes this Consent of Beneficiary solely for the purposes set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the date set forth in the below notary acknowledgment.

BRANCH BANKING AND TRUST COMPANY

By: _____

_____President

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ as _____President of **Branch Banking and Trust Company, a North Carolina banking corporation**.

Date: _____

Official Signature of Notary: _____

Notary's Printed Name: _____

My commission expires: _____

[Affix Notary Seal or Stamp]

March 14, 2022

Paul Saathoff
Koontz Jones Design
150 South Page Street
Southern Pines, NC 28387
P: 910.684.8487
psaathoff@koontzjones.com
[Sent via Email]

Subject: **Caropines Residential – Phasing Study**
Southern Pines, North Carolina

Dear Mr. Saathoff:

This letter provides an evaluation of the upcoming phases of construction of the Caropines residential development located on Airport Road. A TIA report was prepared for the development along with a phasing study to identify improvements that would be assigned to each phase of development. The studies were reviewed by NCDOT and Town and a letter was issued on February 6, 2019 that identifies improvements to be constructed for the phased development.

The previous Phasing Study by RKA (December 20, 2018) assumed some site trips with Phase 4 would utilize Avenue of the Carolinas. Based on the current site plan for Phase 3B, Phase 4, and Phase 5, it is anticipated that no trips from these phases will utilize Avenue of the Carolinas, and all trips would utilize the new driveway connection onto Airport Road (Site Drive #1).

Phase 3B, Phase 4, and Phase 5 are the next phases to be constructed within the development. A summary of each phase is below.

Phase 3B:	44 single-family homes
Phase 4:	54 townhomes
Phase 5:	120 condominium units

With completion of these phases, the development would exceed the phasing threshold of 150 units identified in the February 6, 2019 NCDOT letter. The assumptions for trip distribution in the previous phasing study are different based on the new development plan and location of the next phases.

The trip generation potential of these upcoming phases of development are shown below. The *ITE Trip Generation Manual*, 11th Edition was used to generate weekday daily, AM peak hour, and PM peak hour trips for each phase. As shown in Table 1, the cumulative total of Phases 3B, 4, and 5 will generate 116 trips in the AM peak hour and 137 trips in the PM peak hour.

Table 1: Trip Generation for Next Phases

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Phase 3B						
Single-Family Homes (210)	44 homes	474	9	26	29	17
Phase 4						
Multi-Family Homes (Low-Rise) (220)	54 homes	421	10	30	28	16
Phase 5						
Multi-Family Homes (Mid-Rise) (221)	120 units	526	9	32	29	18
TOTAL		**1,421**	**28**	**88**	**86**	**51**

At Site Drive #1, trips from these next phases would be assigned to the intersection based on trip distribution percentages from the TIA report and Phasing Study. As shown in these studies, the trip distribution for Site Drive #1 is as follows:

- 75% to/from the south on Airport Road
- 25% to/from the north on Airport Road

As indicated above, no turning trips from Phases 3B, 4, and 5 are expected to utilize Avenue of the Carolinas. The internal street network would require a much longer internal route between these phases and Avenue of the Carolinas.

Since no turning trips are anticipated from Airport Road to Avenue of the Carolinas with these phases of the development, it is requested that the turn lane improvements required at Airport Road/Avenue of the Carolinas be delayed to a future phase of development. The development would construct improvements on Airport Road at Site Drive #1 that are identified in the February 6, 2019 NCDOT letter.

Conclusions

The upcoming phases of the Caropines development (Phases 3B, 4, and 5) are not expected to add any turning movement trips at the intersection of Airport Road and Avenue of the Carolinas. Since no new turning trips are being added at this intersection, it is requested that turn lane improvements required at this intersection in the February 6, 2019 NCDOT letter be postponed until a future phase of development. Turn lane improvements

identified at Airport Road / Site Drive #1 would be constructed to accommodate the turning trips at this location. These improvements are summarized below.

Airport Road and Site Drive #1

- Provide stop control for Site Drive #1.
- Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper at the proposed Site Drive #1.
- Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper at the proposed Site Drive #1.

If you should have any questions or comments regarding this letter, please feel free to contact me at (919) 872-5115.

Sincerely,

Rynal Stephenson, P.E.
Director of North Carolina
RAMEY KEMP & ASSOCIATES, INC.

3/14/22

NC Corporate License #C-0910

cc: Perry Shelley, C&S Management

Traffic Impact Analysis
Airport Road Residential
Southern Pines, NC

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

TRAFFIC IMPACT ANALYSIS

FOR

AIRPORT ROAD RESIDENTIAL

LOCATED

IN

SOUTHERN PINES, NORTH CAROLINA

Prepared For:
Caropine Ventures, LLC
238 N. Mcpherson Church Road
Fayetteville, NC 28303

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

June 2018

RKA Project No. 18118

Prepared By: NAB

Reviewed By: JTR

TABLE OF CONTENTS

1. INTRODUCTION 1
1.1. Site Location and Study Area 2
1.2. Proposed Land Use and Site Access 2
1.3. Adjacent Land Uses 2
1.4. Existing Roadways 3
2. EXISTING (2018) PEAK HOUR CONDITIONS 7
2.1. Existing (2018) Peak Hour Traffic 7
2.2. Analysis of Existing (2018) Peak Hour Traffic 7
3. BACKGROUND (2028) PEAK HOUR CONDITIONS 9
3.1. Ambient Traffic Growth 9
3.2. Adjacent Development Traffic 9
3.3. Future Roadway Improvements 9
3.4. Background (2028) Peak Hour Traffic Volumes 10
3.5. Analysis of Background (2028) Peak Hour Traffic Conditions 10
4. SITE TRIP GENERATION AND DISTRIBUTION 14
4.1. Trip Generation 14
4.2. Site Trip Distribution and Assignment 14
5. COMBINED (2028) TRAFFIC CONDITIONS 18
5.1. Combined (2028) Peak Hour Traffic Volumes 18
5.2. Analysis of Combined (2028) Peak Hour Traffic 18
6. FUTURE (2038) TRAFFIC CONDITIONS 20
6.1. Future (2038) Peak Hour Traffic Volumes 20
6.2. Analysis of Future (2038) Peak Hour Traffic 20
7. TRAFFIC ANALYSIS PROCEDURE 22
7.1. Adjustments to Analysis Guidelines 23
8. CAPACITY ANALYSIS 24
8.1. Airport Road and NC 22 24
8.2. Airport Road and Mill Creek Road 26
8.3. Airport Road and Ave of the Carolinas 27
8.4. Airport Road and Hardee Lane / Cardinal Drive 29

8.5. Airport Road and Niagara Carthage Road....30
8.6. Airport Road and Site Drive #1....32
9. CONCLUSIONS....33
10. RECOMMENDATIONS....35

LIST OF FIGURES

Figure 1 – Site Location Map....4
Figure 2 – Preliminary Site Plan....5
Figure 3 – Existing Lane Configurations....6
Figure 4 – Existing (2018) Peak Hour Traffic....8
Figure 5 – Projected (2028) Peak Hour Traffic....11
Figure 6 – Adjacent Development Trips....12
Figure 7 – Background (2028) Peak Hour Traffic....13
Figure 8 – Site Trip Distribution....16
Figure 9 – Total Site Trip Assignment....17
Figure 10 – Combined (2028) Peak Hour Traffic....19
Figure 11 – Future (2038) Peak Hour Traffic....21
Figure 12 – Recommended Lane Configurations....37

LIST OF TABLES

Table 1: Existing Roadway Inventory....3
Table 2: Trip Generation Summary....14
Table 3: Highway Capacity Manual – Levels-of-Service and Delay....22
Table 4: Analysis Summary of Airport Road and NC 22....24
Table 5: Analysis Summary of Airport Road and Mill Creek Road....26
Table 6: Analysis Summary of Airport Road and Ave of the Carolinas....27
Table 7: Analysis Summary of Airport Road and Hardee Lane / Cardinal Drive....29
Table 8: Analysis Summary of Airport Road and Niagara Carthage Road....30
Table 9: Analysis Summary of Airport Road and Site Drive #1....32

TECHNICAL APPENDIX

Appendix A: Memorandum of Understanding

Appendix B: Traffic Counts

Appendix C: Adjacent Development Information

Appendix D: Capacity Calculations – Airport Road and NC 22

Appendix E: Capacity Calculations – Airport Road and Mill Creek Road

Appendix F: Capacity Calculations – Airport Road and Ave of the Carolinas

Appendix G: Capacity Calculations – Airport Road and Hardee Lane / Cardinal Drive

Appendix H: Capacity Calculations – Airport Road and Niagara Carthage Road

Appendix I: Capacity Calculations – Airport Road and Site Drive #1

TRAFFIC IMPACT ANALYSIS
AIRPORT ROAD RESIDENTAIL
SOUTHERN PINES, NORTH CAROLINA

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed Airport Road Residential development to be located south of Airport Road and west of Cardinal Drive in Southern Pines, North Carolina. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2028, is assumed to consist of the following uses:

- 350 single-family detached homes
- 105 townhomes
- 160 apartments

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- Existing (2018) Traffic Conditions
- Background (2028) Traffic Conditions
- Combined (2028) Traffic Conditions
- Future (2038) Traffic Conditions

Per the Town of Southern Pines (Town) TIA guidelines, a future (2038) analysis scenario is included. The Town would also require a future (2028) analysis scenario (10 years beyond existing); however, as this would be the same as the combined (2028) conditions (build-out year), the additional scenario was omitted.

1.1. Site Location and Study Area

The development is proposed to be located along Avenue of the Carolinas, south of Airport Road in Southern Pines, North Carolina. Refer to Figure 1 for the site location map.

The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT) and the Town of Southern Pines (Town) and consists of the following existing intersections:

- NC 22 and Airport Road
- Airport Road and Mill Creek Road
- Airport Road and Avenue of the Carolinas
- Airport Road and Hardee Lane / Cardinal Drive
- Airport Road and Niagara Carthage Road

Refer to Appendix A for the Memorandum of Understanding (MOU) approved by the Town and NCDOT.

1.2. Proposed Land Use and Site Access

The proposed development, anticipated to be completed in 2028, is assumed to consist of the following uses:

- 350 single-family detached homes
- 105 townhomes
- 160 apartments

Site access is proposed via one (1) proposed full movement intersection on Airport Road. Site access will also be provided through the existing Avenue of the Carolinas, which provides access to Airport Road. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of undeveloped land, residential development, and the Moore County Airport.

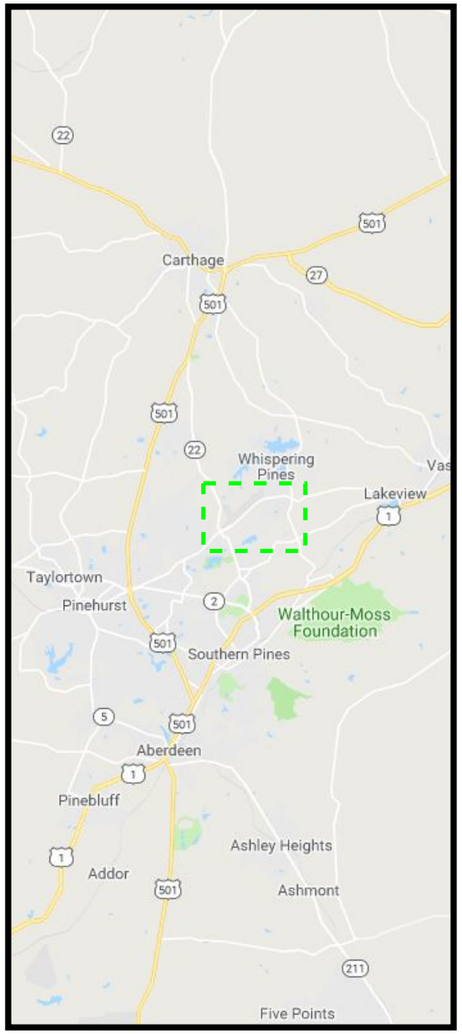
1.4. Existing Roadways

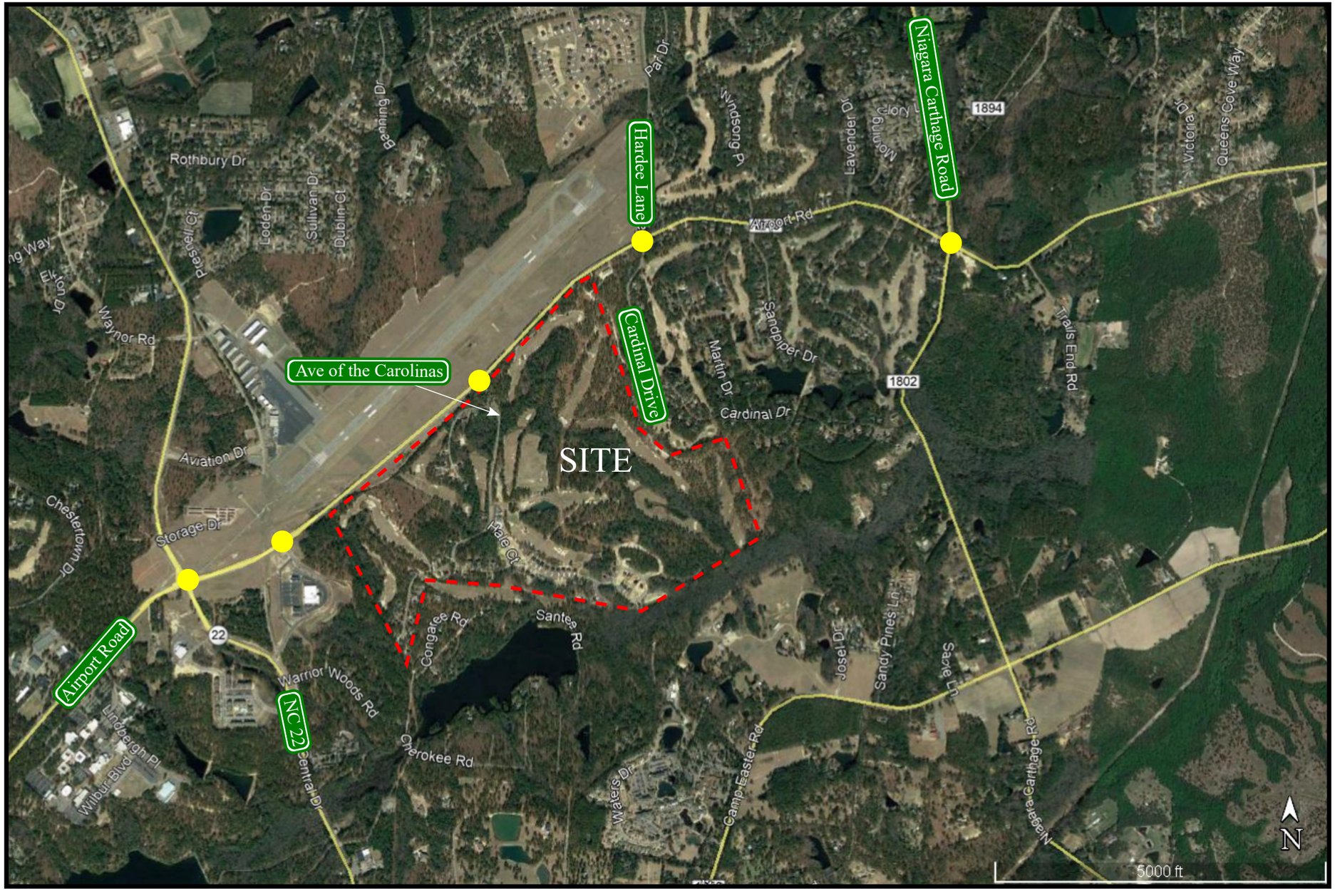
Existing lane configurations (number of traffic lanes on each intersection approach), lane widths, storage capacities, and other intersection and roadway information was collected through field reconnaissance by Ramey Kemp & Associates, Inc. (RKA). Table 1 provides a summary of the field data collected. Refer to Figure 3 for an illustration of the existing lane configurations within the study area.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	Maintained By	2016 AADT (vpd)
NC 22	NC 22	2-lane undivided	45 mph	NCDOT	8,000
Airport Road	SR 1843	2-lane undivided	55 mph & 35 mph	NCDOT	5,400
Mill Creek Road	N/A	2-lane undivided	20 mph	Local	2,400**
Ave of the Carolinas	N/A	2-lane undivided	25 mph (assumed)	Local	500**
Hardee Lane	N/A	2-lane undivided	35 mph	Local	3,300**
Cardinal Drive	N/A	2-lane undivided	25 mph (assumed)	Local	200**
Niagara Carthage Road	SR 1802	2-lane undivided	55 mph	NCDOT	1,900*

*2015 AADT Traffic volume.
*ADT based on the traffic counts from 2018 and assuming the weekday PM peak hour volume is 10% of the average daily traffic.





LEGEND

- Proposed Site Location
- Study Area
- Study Intersection

N

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Site Location Map

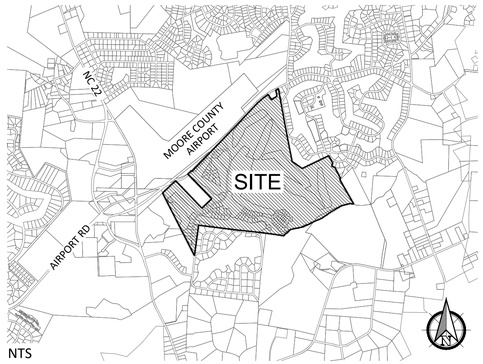
Scale: Not to Scale | Figure 1

Caropines

Exhibit X - Conceptual Master Plan

Southern Pines, North Carolina

GENERAL VICINITY MAP



NTS

PINEHURST REGIONAL AIRPORT

AIRPORT ROAD

AVENUE OF THE CAROLINAS

AMBLE RIDGE

PINEWOOD CT

TWIN CREEK WAY

EW POND

LEGEND:

- PROPERTY BOUNDARY
- MAJOR CONTOURS
- MINOR CONTOURS
- EXISTING PARCEL
- EXISTING WETLANDS
- EXISTING RCW TREE

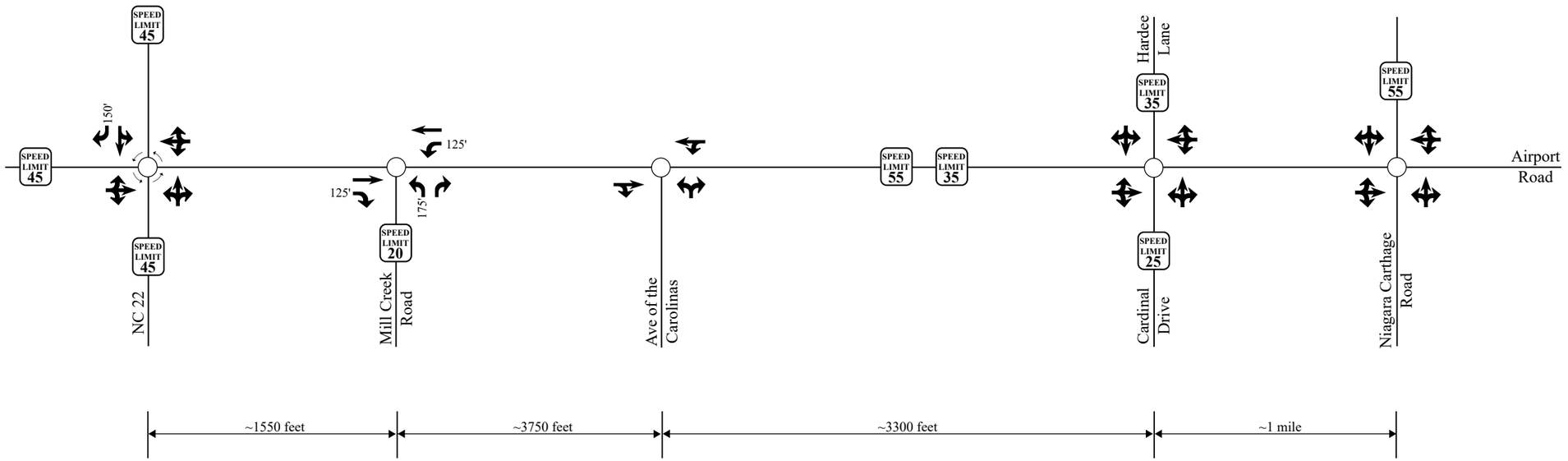
300' 0' 150' 300' 600'

SCALE: 1" = 300'

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

LEGEND

- Unsignalized Intersection
- Roundabout
- Existing Lane
- X' Storage (In Feet)
- SPEED LIMIT XX Posted Speed Limit



RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Existing (2018)
Lane Configurations

Scale: Not to Scale | Figure 3

2. EXISTING (2018) PEAK HOUR CONDITIONS

2.1. Existing (2018) Peak Hour Traffic

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in March of 2018 by RKA during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

- Airport Road and Ave of the Carolinas
- Airport Road and Cardinal Drive / Hardees Lane
- Airport Road and Mill Creek Road
- Airport Road and Niagara Carthage Road

The following study intersection traffic counts were taken from the adjacent development TIA, Ravensbrook Residential. These counts were taken in June 2017 by J.M. Teague Engineering and Planning during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM - 6:00 PM) peak periods:

- NC 22 and Airport Road

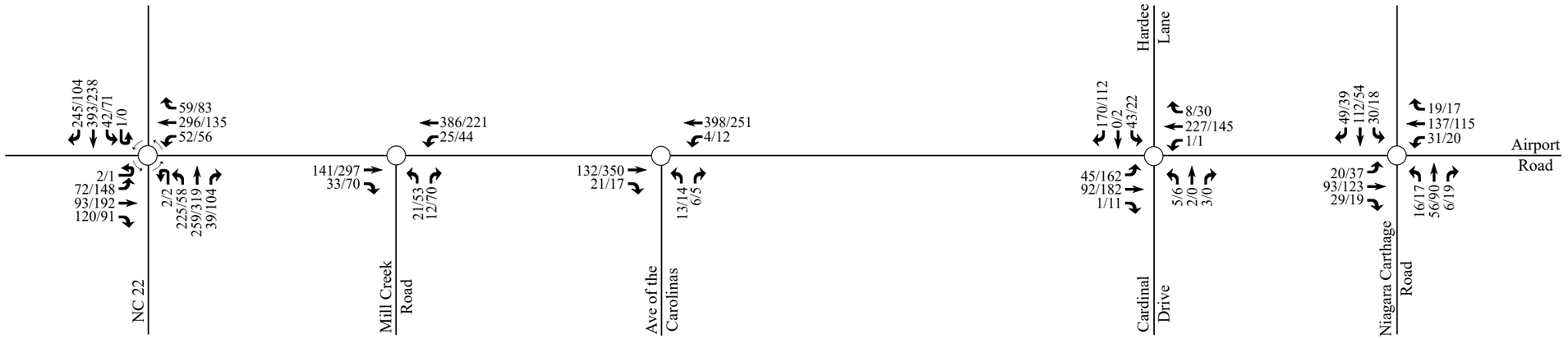
The traffic volumes utilized from 2017 were grown at an annual rate of 2% to generate the existing (2018) weekday AM and PM peak hour traffic volumes. Additionally, traffic volumes were balanced between study intersections, where appropriate. Refer to Figure 4 for existing (2018) weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

2.2. Analysis of Existing (2018) Peak Hour Traffic

The existing (2018) weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway conditions. The results of the analysis are presented in Section 8 of this report.

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Existing (2018)
Peak Hour Traffic

Scale: Not to Scale | Figure 4

3. BACKGROUND (2028) PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, background traffic projections are needed. Background traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. Background traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate projected (2028) weekday AM and PM peak hour traffic volumes for the build year analysis. An annual growth rate of 1% would be used to project the existing traffic volumes for the future (2038) analysis conditions. It should be noted that due to the extended buildout of the development and the different growth rates approved for use, the 2028 and 2038 traffic volumes do not offer a large difference between one another. This is expected to portray the conservative nature of the 2028 analysis. Refer to Figure 5 for projected (2028) peak hour traffic.

3.2. Adjacent Development Traffic

Through coordination with the Town, Ravensbrook Residential, Knollwood School, and Waterworks residential were identified as adjacent developments to be included in the background, combined, and future year analyses. It should be noted that these developments did not include the full study area for this project in their analysis. Due to this, engineering judgement was utilized to distribute these site trips throughout the Airport Road residential study area. Adjacent development trip are shown in Figure 6. Adjacent development information can be found in Appendix C.

3.3. Future Roadway Improvements

Based on coordination with the NCDOT and the Town, it was determined there were no future roadway improvements to consider with this study.

3.4. Background (2028) Peak Hour Traffic Volumes

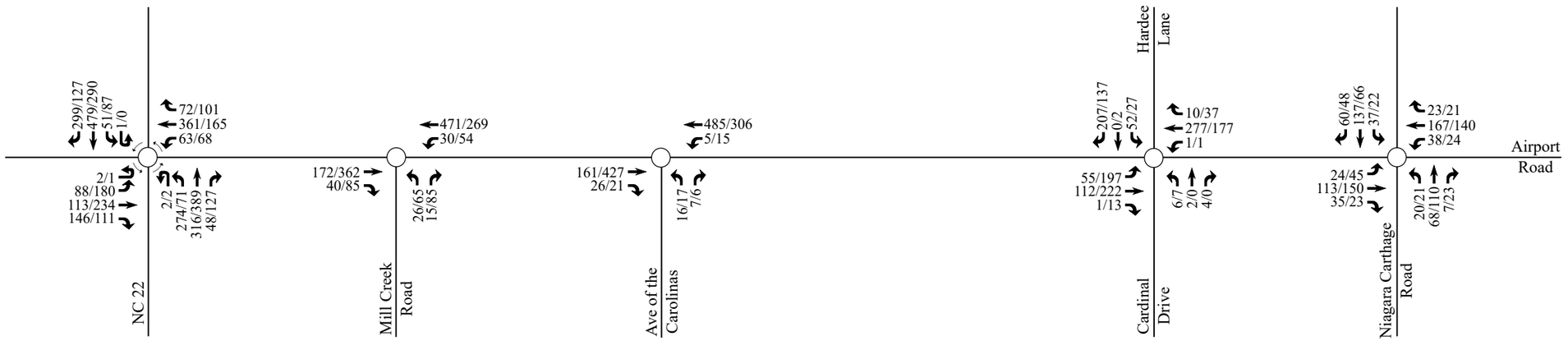
The background (2028) traffic volumes were determined by projecting the existing (2018) peak hour traffic to the year 2028 and adding the adjacent development trips. Refer to Figure 7 for an illustration of the background (2028) peak hour traffic volumes at the study intersections.

3.5. Analysis of Background (2028) Peak Hour Traffic Conditions

The background (2028) AM and PM peak hour traffic volumes at the study intersections were analyzed with future geometric roadway conditions and traffic control. The analysis results are presented in Section 8 of this report.

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

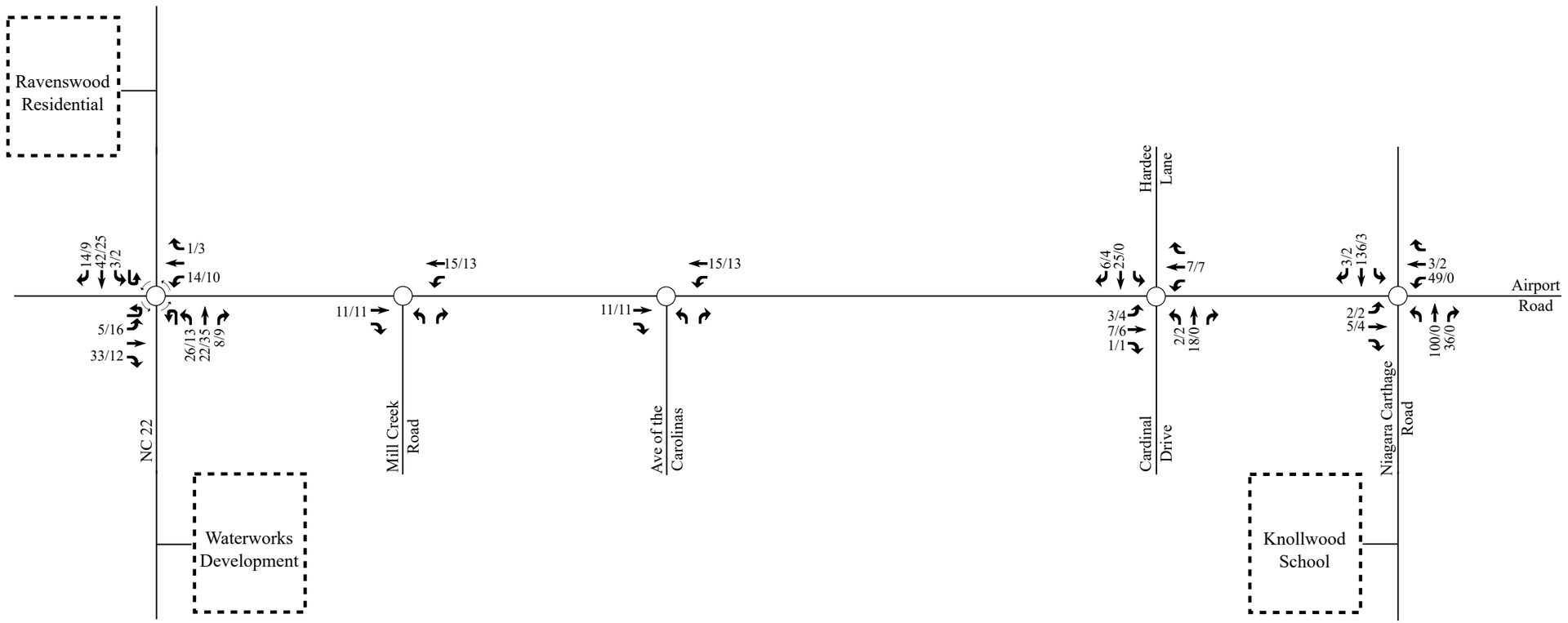
Airport Road Residential
Southern Pines, NC

Projected (2028)
Peak Hour Traffic

Scale: Not to Scale | Figure 5

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

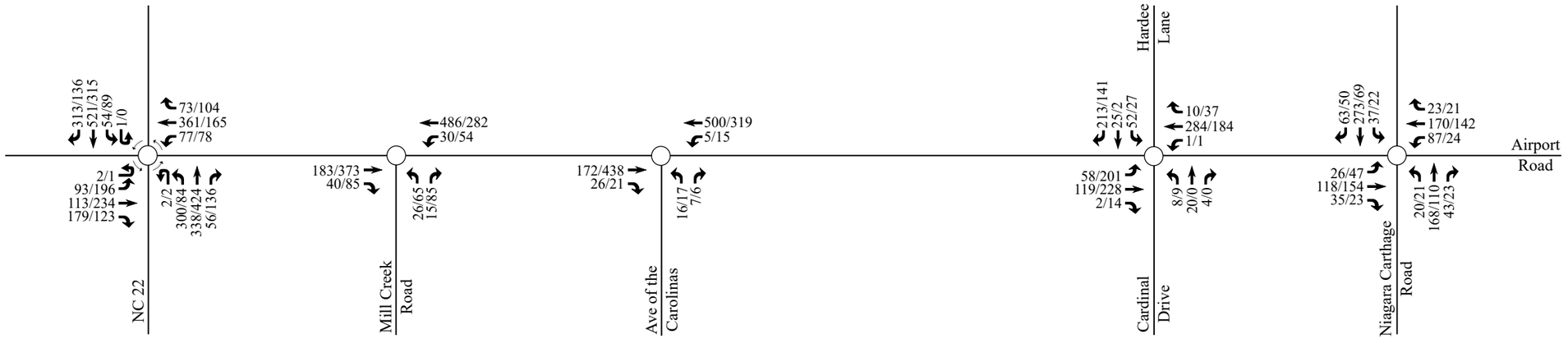
Airport Road Residential
Southern Pines, NC

Peak Hour Adjacent Development Trips

Scale: Not to Scale | Figure 6

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Background (2028)
Peak Hour Traffic

Scale: Not to Scale | Figure 7

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

The proposed development is assumed to consist of approximately 350 single-family homes, 105 townhomes, and 160 apartments. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 9th Edition. Table 2 provides a summary of the trip generation potential for the site.

Table 2: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	350 dwellings	3,300	66	197	221	129
Apartments (220)	160 dwellings	1,100	16	66	69	37
Townhomes (230)	105 dwellings	600	8	38	37	18
Total Trips		**5,000**	**90**	**301**	**327**	**184**

It is estimated that the proposed development will generate approximately 5,000 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 391 trips (90 entering and 301 exiting) will occur during the weekday AM peak hour and 511 (327 entering and 184 exiting) will occur during the weekday PM peak hour.

4.2. Site Trip Distribution and Assignment

Trip distribution percentages, which were approved as part of the MOU, were used in assigning site traffic for this development and were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment. It is estimated that trips will be distributed as follows:

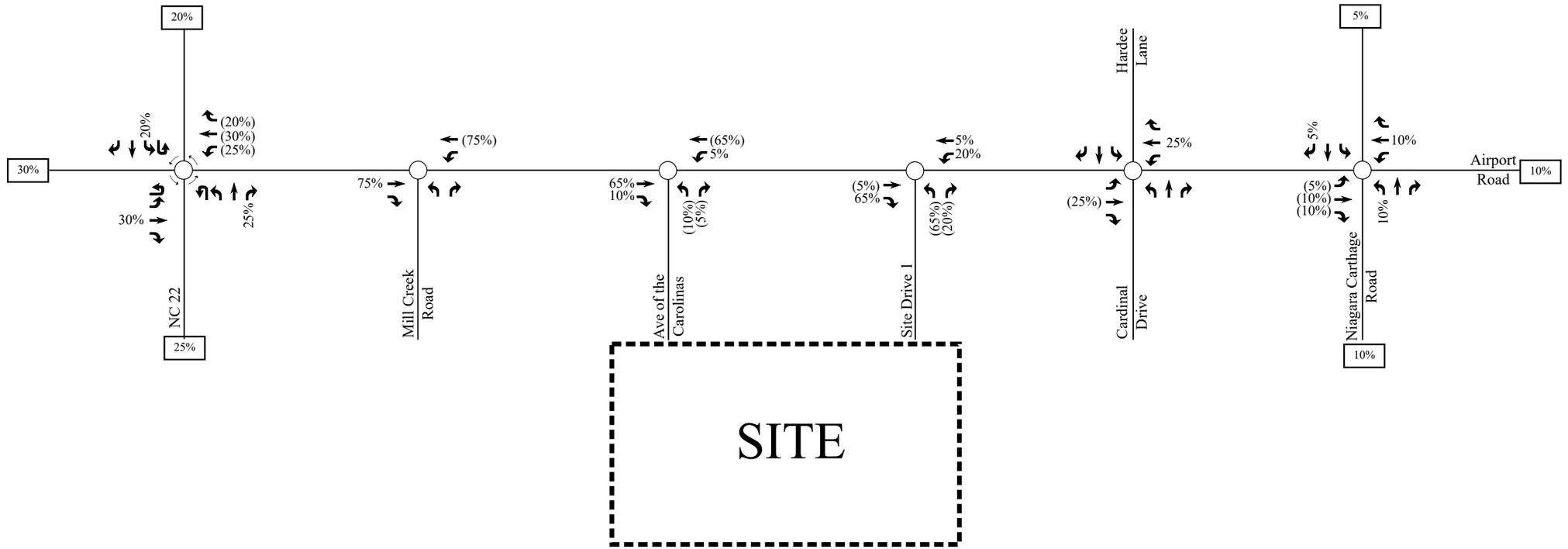
- 30% to/from the west via Airport Road
- 25% to/from the south via NC 22

- 20% to/from the north via NC 22
- 10% to/from the east via Airport Road
- 10% to/from the south via Niagara Carthage Road
- 5% to/from the north via Niagara Carthage Road

The site trip distribution is shown in Figure 8. Refer to Figure 9 for the total site trip assignment.

LEGEND

- Unsignalized Intersection
- Roundabout
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution
- XX% Regional Trip Distribution



RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

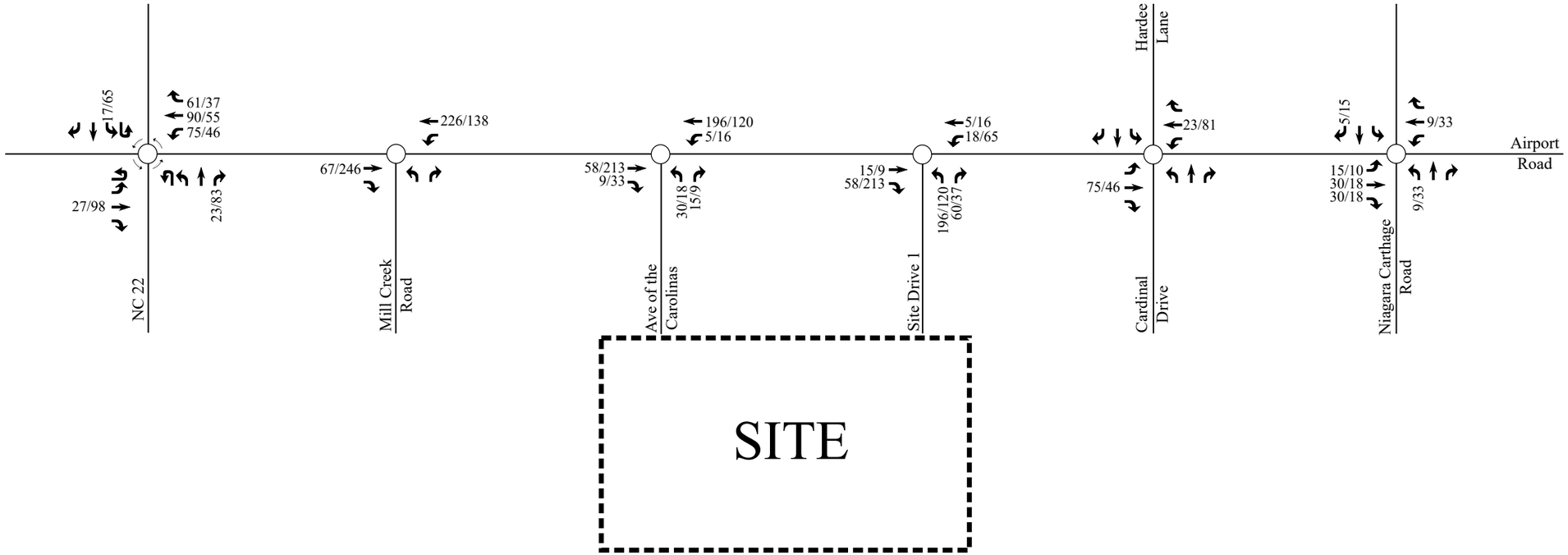
Airport Road Residential
Southern Pines, NC

Site Trip Distribution

Scale: Not to Scale | Figure 8

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Site Trips



RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Primary Site
Trip Assignment

Scale: Not to Scale | Figure 9

5. COMBINED (2028) TRAFFIC CONDITIONS

5.1. Combined (2028) Peak Hour Traffic Volumes

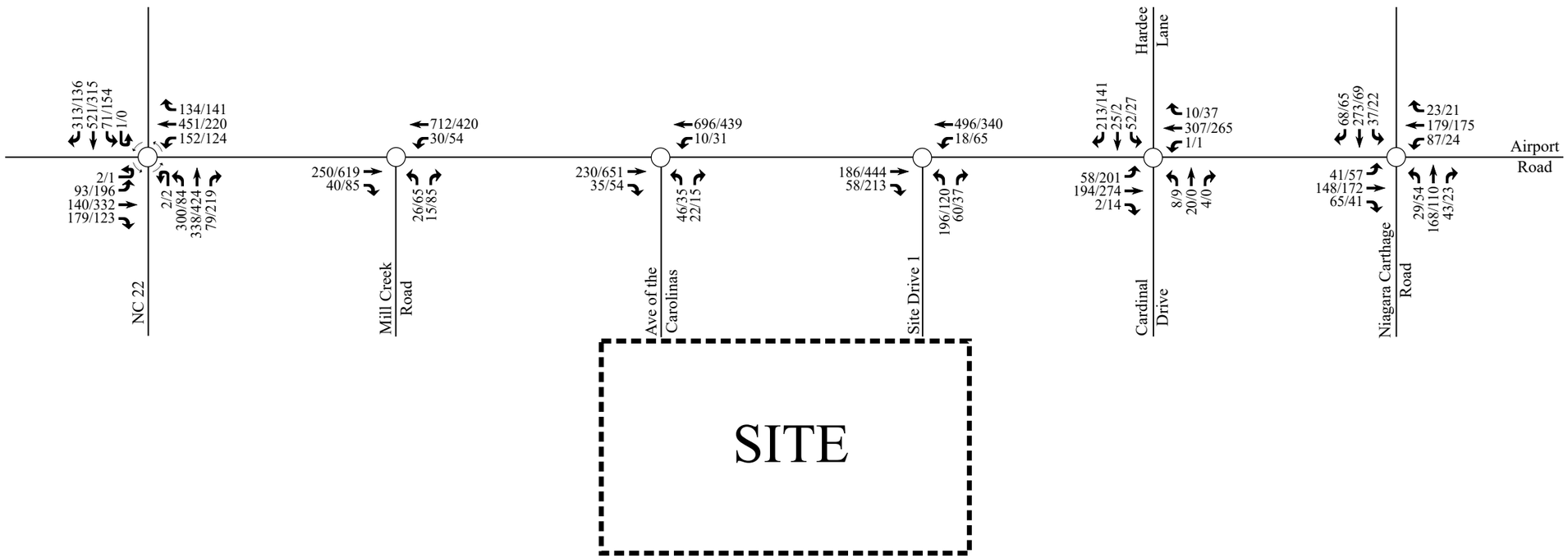
To estimate traffic conditions with the site fully built-out, the total site trips were added to the background (2028) traffic volumes to determine the combined (2028) traffic volumes. Refer to Figure 10 for an illustration of the combined (2028) peak hour traffic volumes with the proposed site fully developed.

5.2. Analysis of Combined (2028) Peak Hour Traffic

Study intersections were analyzed with the combined (2028) traffic volumes using the same methodology previously discussed for existing and background traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 8 of this report.

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



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TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Combined (2028)
Peak Hour Traffic

Scale: Not to Scale | Figure 10

6. FUTURE (2038) TRAFFIC CONDITIONS

6.1. Future (2038) Peak Hour Traffic Volumes

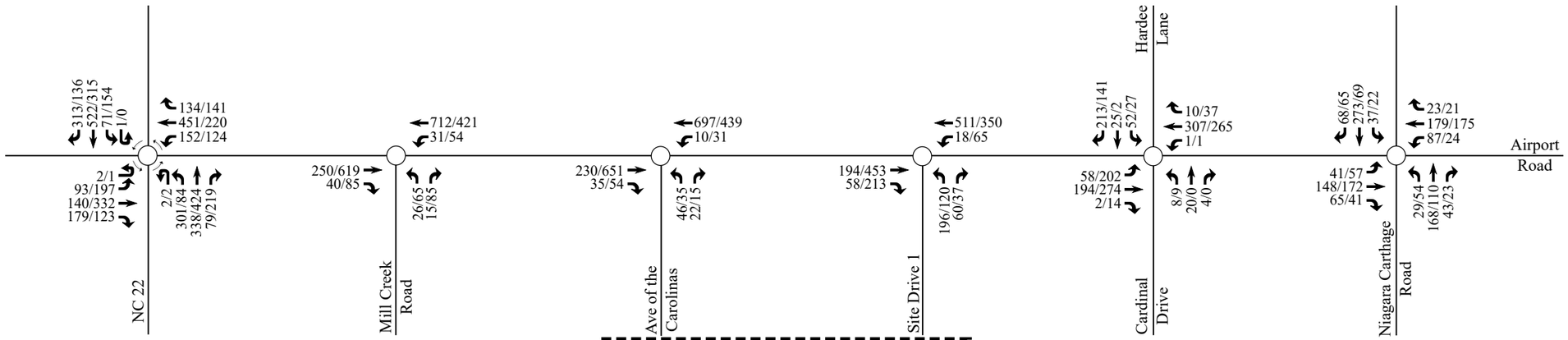
To estimate traffic conditions with the site fully built-out, the total site trips were added to the background (2038) traffic volumes to determine the future (2038) traffic volumes. Refer to Figure 11 for an illustration of the future (2038) peak hour traffic volumes with the proposed site fully developed.

6.2. Analysis of Future (2038) Peak Hour Traffic

Study intersections were analyzed with the future (2038) traffic volumes using the same methodology previously discussed for existing and background traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 8 of this report.

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Future (2038)
Peak Hour Traffic

Scale: Not to Scale | Figure 11

7. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *2010 Highway Capacity Manual* (HCM) published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 9.1), was used to complete the analyses for most of the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as "the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions." Level of service (LOS) is a term used to represent different driving conditions, and is defined as a "qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers." Level of service varies from Level "A" representing free flow, to Level "F" where breakdown conditions are evident. Refer to Table 3 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes "initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay". An average control delay of 50 seconds at a signalized intersection results in LOS "D" operation at the intersection.

Table 3: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	**AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)**	**LEVEL OF SERVICE**	**AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)**
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

7.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the NCDOT Congestions Management Guidelines, with the exception of the following items:

- Per coordination with the Town and NCDOT it was decided that five (5) analysis scenarios would be included in this study [existing (2018), background (build year), combined (build year), future (2028), and future (2038)]. As the build year was later determined to be 2028, the future (2028) analysis was omitted due to the redundancy in this scenario.
- It should also be noted that this 2028 analysis scenario utilized the 2% annual growth rate as approved for the combined analysis scenario. Due to this larger growth rate for the 2028 scenario, it was noted that the combined (2028) traffic volumes were approximately the same as the future (2038) traffic volumes, which were approved to utilize a 1% annual growth rate to the grow the existing traffic volumes. This comparable traffic volumes demonstrates the conservative nature of the combined (2028) traffic analysis.

8. CAPACITY ANALYSIS

8.1. Airport Road and NC 22

The existing roundabout intersection of Airport Road and NC 22 was analyzed under existing (2018), background (2028), combined (2028), and future (2038) traffic conditions with the lane configurations and traffic control shown in Table 4. Refer to Table 4 for a summary of the analysis results. Refer to Appendix D for the Synchro capacity analysis reports.

Table 4: Analysis Summary of Airport Road and NC 22

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Existing (2018) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	B B B B	B (13)	B B B A	B (12)
Background (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	C F C C	D (43)	C C E A	D (37)
Combined (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	D F C C	F (113)	F C F A	F (92)
Combined (2028) Conditions – **with Improvements**	EB WB NB SB	1 LT-TH-RT 1 LT-TH, **1 RT** 1 LT-TH, **1 RT** 1 LT-TH, 1 RT	C D B F	D (52)	F B B A	D (37)
Future (2038) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH, **1 RT** 1 LT-TH, **1 RT** 1 LT-TH, 1 RT	C D B F	D (53)	F B B A	D (37)

Capacity analysis of existing (2018) traffic conditions indicate the existing roundabout operates at an overall LOS B during the weekday AM and PM peak hour. Under background (2028) traffic conditions the intersection is expected to operate at an overall LOS D during the weekday AM and PM peak hours. Combined (2028) conditions indicate the intersection is expected to further degrade to an overall LOS F during the weekday AM and PM peak hours.

Due to the poor level of service expected at the intersection, improvements were considered to improve the intersection to an overall LOS D during the weekday AM and PM peak hours. With additional slip ramps for the northbound and westbound approach, this intersection is expected to operate at an overall LOS D during the weekday AM and PM peak hours under combined (2028) – with Improvements and future (2038) traffic conditions. It should be noted that these improvements are not currently needed at the intersection; therefore, phasing of the improvements is recommended. Due to the distant buildout year analyzed, it is also recommended that the intersection be re-analyzed prior to constructing improvements.

8.2. Airport Road and Mill Creek Road

The existing unsignalized intersection of Airport Road and Mill Creek Road was analyzed under existing (2018), background (2028), combined (2028), and future (2038) traffic conditions with existing lane configurations and traffic control. Refer to Table 5 for a summary of the analysis results. Refer to Appendix E for the Synchro capacity analysis reports.

Table 5: Analysis Summary of Airport Road and Mill Creek Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Existing (2018) Conditions	EB WB NB	1 TH, 1 RT 1 LT, 1 TH 1 LT, 1 RT	-- A[1] B[2]	N/A	-- A[1] B[2]	N/A
Background (2028) Conditions	EB WB NB	1 TH, 1 RT 1 LT, 1 TH 1 LT, 1 RT	-- A[1] B[2]	N/A	-- A[1] C[2]	N/A
Combined (2028) Conditions	EB WB NB	1 TH, 1 RT 1 LT, 1 TH 1 LT, 1 RT	-- A[1] C[2]	N/A	-- A[1] D[2]	N/A
Future (2038) Conditions	EB WB NB	1 TH, 1 RT 1 LT, 1 TH 1 LT, 1 RT	-- A[1] C[2]	N/A	-- A[1] D[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of existing (2018), background (2028), combined (2028), and future (2038) indicates the minor-street approach and major-street left-turn movement at the intersection of Airport Road and Mill Creek Road are expected to operate at LOS D or better during the weekday AM and PM peak hours.

8.3. Airport Road and Ave of the Carolinas

The existing unsignalized intersection of Airport Road and Ave of the Carolinas was analyzed under existing (2018), background (2028), combined (2028) – with partial buildout and single driveway, combined (2028), and future (2038) traffic conditions with existing lane configurations and traffic control. Refer to Table 6 for a summary of the analysis results. Refer to Appendix F for the Synchro capacity analysis reports.

Table 6: Analysis Summary of Airport Road and Ave of the Carolinas

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Existing (2018) Conditions	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] B[2]	N/A	-- A[1] B[2]	N/A
Background (2028) Conditions	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] B[2]	N/A	-- A[1] C[2]	N/A
Combined (2028) Conditions	EB WB NB	1 TH, **1 RT** **1 LT**, 1 TH 1 LT-RT	-- A[1] C[2]	N/A	-- A[1] D[2]	N/A
Combined (2028) Conditions **– with Partial Buildout and Single Driveway**	EB WB NB	1 TH, **1 RT** **1 LT**, 1 TH 1 LT-RT	-- A[1] C[2]	N/A	-- A[1] C[2]	N/A
Future (2038) Conditions	EB WB NB	1 TH, **1 RT** **1 LT**, 1 TH 1 LT-RT	-- A[1] C[2]	N/A	-- A[1] D[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of existing (2018), background (2028), combined (2028), and future (2038) indicates the minor-street approach and major-street left-turn movement at the intersection of Airport Road and Ave of the Carolinas are expected to operate at LOS D or better during the weekday AM and PM peak hours.

The proposed development will be provided access via Ave of the Carolinas and an additional

emergency vehicle access; therefore, Site Drive #1 is only expected to be needed to reduce the demand at the Ave of the Carolinas driveway. Due to this, an additional analysis scenario was included at this intersection demonstrating the level of service expected under a partial buildout of 150 single family homes and the single driveway (Ave of the Carolinas). Under this additional scenario, the minor street approaches and major-street left-turn approaches are expected to operate at LOS C during the weekday AM and PM peak hours.

It should also be noted that this driveway is expected to continue to operate at an acceptable level of service as the single driveway for the proposed development through 350 single family units, with only lengthening of the provided turn lanes necessary for those additional units. An additional phasing study can be prepared for this scenario, if necessary.

8.4. Airport Road and Hardee Lane / Cardinal Drive

The existing unsignalized intersection of Airport Road and Hardee Lane / Cardinal Drive was analyzed under existing (2018), background (2028), combined (2028), and future (2038) traffic conditions with existing lane configurations and traffic control. Refer to Table 7 for a summary of the analysis results. Refer to Appendix G for the Synchro capacity analysis reports.

Table 7: Analysis Summary of Airport Road and Hardee Lane / Cardinal Drive

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Existing (2018) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	A[1] A[1] B[2] B[2]	N/A	A[1] A[1] C[2] B[2]	N/A
Background (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	A[1] A[1] C[2] C[2]	N/A	A[1] A[1] D[2] C[2]	N/A
Combined (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	A[1] A[1] C[2] C[2]	N/A	A[1] A[1] D[2] C[2]	N/A
Future (2038) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	A[1] A[1] C[2] C[2]	N/A	A[1] A[1] D[2] C[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of existing (2018), background (2028), combined (2028), and future (2038) indicates the minor-street approaches and major-street left-turn movements at the intersection of Airport Road and Hardee Lane / Cardinal Drive are expected to operate at LOS D or better during the weekday AM and PM peak hours.

8.5. Airport Road and Niagara Carthage Road

The existing unsignalized intersection of Airport Road and Niagara Carthage Road was analyzed under existing (2018), background (2028), combined (2028), and future (2038) traffic conditions with existing lane configurations and traffic control. Refer to Table 8 for a summary of the analysis results. Refer to Appendix H for the Synchro capacity analysis reports.

Table 8: Analysis Summary of Airport Road and Niagara Carthage Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Existing (2018) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	B[2] C[2] A[1] A[1]	N/A	B[2] B[2] A[1] A[1]	N/A
Background (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	D[2] F[2] A[1] A[1]	N/A	C[2] C[2] A[1] A[1]	N/A
Combined (2028) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	F[2] F[2] A[1] A[1]	N/A	D[2] C[2] A[1] A[1]	N/A
Combined (2028) Conditions – **with Improvements**	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	C[3] C[3] C[3] D[3]	N/A	B[3] B[3] B[3] B[3]	N/A
Future (2038) Conditions	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	C[3] C[3] C[3] D[3]	N/A	B[3] B[3] B[3] B[3]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.
3. Level of service for approach under all-way stop-control.

Capacity analysis of existing (2018) indicates the minor-street approaches and major-street left-turn movements at the intersection of Airport Road and Hardee Lane / Cardinal Drive are expected to operate at LOS C or better during the weekday AM and PM peak hours. Under

background (2028) and combined (2028) conditions the minor-street approaches and major-street left-turn movements are expected to continue to operate at LOS C or better during the weekday PM peak hour. During the weekday AM peak hour the westbound minor-street approach is expected to degrade to LOS F under background (2028) conditions. Under combined (2028) conditions the minor street approaches are expected to further degrade to operate at LOS F on both the eastbound and westbound approaches during the weekday AM peak hour.

It is not uncommon for an unsignalized intersection to operate with a poor level of service on the minor street approach Due to the poor level of service for these unsignalized movements all-way stop-control was considered. With this traffic control in place, all approaches are expected to operate at LOS D or better during the weekday AM and PM peak hours under combined (2028) and future (2038) conditions. It should be noted that all-way stop-control at this intersection would need to be approved by NCDOT as both Airport Road and Niagara-Carthage Road are state maintained roadways.

It should also be noted that the poor level of service expected at this intersection during the weekday AM peak hour without improvements is due to the traffic from the approved school to the south of the study area. Due to this, the poor level of service experienced at this intersection is expected during a distinct weekday AM and school PM peak hours, which would not traditionally meet the warrants for signalization. Due to the nature of the school traffic, these traffic volumes are traditionally condensed to a 30-minute window surrounding the start and dismissal of the school.

8.6. Airport Road and Site Drive #1

The proposed unsignalized intersection of Airport Road and Site Drive #1 was analyzed under combined (2028) and future (2038) traffic conditions with proposed lane configurations and traffic control. Refer to Table 9 for a summary of the analysis results. Refer to Appendix I for the Synchro capacity analysis reports.

Table 9: Analysis Summary of Airport Road and Site Drive #1

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Combined (2028) Conditions	EB WB NB	1 TH-**RT** **1 LT**, 1 TH **1 LT, 1 RT**	-- A[1] D[2]	N/A	-- A[1] D[2]	N/A
Future (2038) Conditions	EB WB NB	1 TH-**RT** **1 LT**, 1 TH **1 LT-RT**	-- A[1] D[2]	N/A	-- A[1] D[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Improvements to lane configurations are shown in bold.

Capacity analysis of combined (2028) traffic conditions indicate the minor-street approach and major-street left-turn movement at the intersection of Airport Road and Site Drive #1 is expected to operate at LOS D or better during the weekday AM and PM peak hours. Per coordination with the Town, it was asked that RKA provide recommendation of the timing of this driveway construction. The proposed development will be providing access via Ave of the Carolinas and an additional emergency vehicle access; therefore, this driveway is expected to only be needed to reduce the demand at the Ave of the Carolinas driveway. Due to this, it is recommended that this driveway is constructed at the 150 unit threshold. It should also be noted that up to 350 units are expected to be accommodated by the single Ave of the Carolinas driveway with additional turn lane lengths. Refer to section 8.3 for additional details regarding the operations at the Ave of the Carolinas driveway.

9. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the proposed Airport Road Residential development, located south of Airport Road along the existing Ave of the Carolinas in Southern Pines, North Carolina. The proposed development is expected to be a residential development and be built out in 2028. Site access is proposed via one full movement intersection on Airport Road. Site access will also be provided through roadway connections to the existing Ave of the Carolinas which is served by a full movement intersection on Airport Road.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- Existing (2018) Traffic Conditions
- Background (2028) Traffic Conditions
- Combined (2028) Traffic Conditions
- Future (2038) Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 5,000 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 391 trips (90 entering and 301 exiting) will occur during the AM peak hour and 511 (327 entering and 184 exiting) will occur during the PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the Town's UDO and NCDOT Congestion Management Guidelines. Refer to section 7.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

Intersection Capacity Analysis Summary

All the study area intersections (including the proposed site driveways) are expected to operate at acceptable levels-of-service under existing and future year conditions with the exception of

the intersections listed below. A summary of the study area intersections that are expected to need improvements are as follows:

Airport Road and NC 22

Due to the poor level-of-service observed at the existing intersection of Airport Road and NC 22 under combined (2028) conditions, improvements were recommended to improve the intersection to operate at an overall LOS D during the weekday AM and PM peak hours. These recommended improvements include a slip lane for the westbound and northbound approaches.

Airport Road and Ave of the Carolinas

Although not necessary from a level of service standpoint, turn lanes were recommended at this intersection according to the Warrant for Left and Right-Turn Lanes chart provided in the NCDOT Driveway Manual. The minor-street approach and major-street left-turn movements at this intersection are expected to operate at an overall LOS D or better during the weekday AM and PM peak hours under all analysis conditions.

Airport Road and Niagara Carthage Road

Under background (2028) and combined (2028) conditions the minor street approaches are expected to operate at LOS F during the weekday AM and PM peak hours. Although not uncommon for an unsignalized intersection to operate with a poor level of service when a high volume of through traffic is on the mainline, improvements were recommended to improve the approach to operate at an overall LOS D or better during the weekday AM and PM peak hours.

Airport Road and Site Drive #1

Turn lanes were recommended at this intersection according to the Warrant for Left and Right-Turn Lanes chart provided in the NCDOT Driveway Manual. The minor-street approach and major-street left-turn movements at this intersection are expected to operate at an overall LOS D or better during the weekday AM and PM peak hours under all analysis conditions.

10. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a more detailed description of the recommended improvements below. Refer to Figure 12 for an illustration of the recommended lane configuration for the proposed development.

Recommended Improvements by Developer

Airport Road and Site Drive #1

- Provide site access via a full movement intersection with one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage and a right-turn lane with a minimum of 75 feet of storage and appropriate taper).
- Provide stop control for Site Drive.
- Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.
- Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper.

Airport Road and Ave of the Carolinas

- Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.
- Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.

Airport Road and Niagara Carthage Road

- Provide all-way stop-control once warranted and approved by NCDOT.

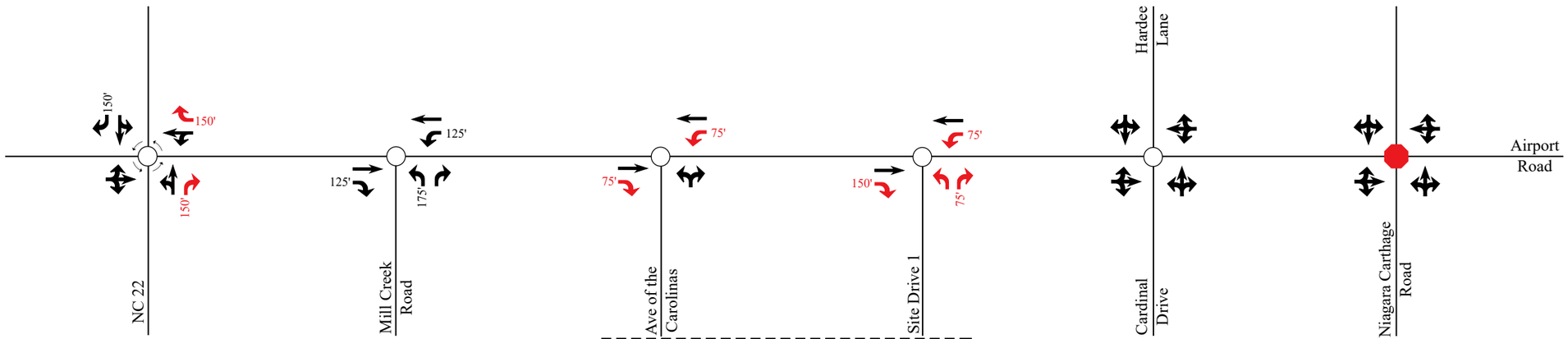
Airport Road and NC 22

- Construct an exclusive westbound right-turn slip lane on Airport Road with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

- Construct an exclusive northbound right-turn slip lane on NC 22 with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

LEGEND

- Unsignalized Intersection
- Roundabout
- Existing Lane
- X' Storage (In Feet)
- Developer Monitor for All-Way Stop-Control
- Improvement by Developer



SITE

RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

Airport Road Residential
Southern Pines, NC

Recommended Lane Configurations

Scale: Not to Scale | Figure 12

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Charleston, SC - Charlotte, NC - Raleigh, NC - Richmond, VA - Winston-Salem, NC

RAMEY KEMP & ASSOCIATES
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Southern Pines, NC 28837
P: 910.639.4058
bkoontz@koontzjones.com

Subject: **Traffic Impact Analysis Phasing Study – Caropines Residential**
Southern Pines, North Carolina

Dear Mr. Koontz:

This letter provides a phasing study associated with the previously submitted Traffic Impact Analysis (TIA) for the proposed Caropines Residential Development (formerly Airport Road Residential), to be located south of Airport Road and west of Cardinal Drive in Southern Pines, North Carolina. The original TIA report was submitted by Ramey Kemp & Associates (RKA) in June of 2018 and analyzed the proposed residential development with a total of 615 residential units (350 single family homes, 105 townhomes, and 160 apartments). During rezoning, the Town of Southern pines (Town) restricted the development to a total of 550 residential units with the exact mix of single-family homes, townhomes, and condominiums not yet determined. Due to the unknown nature of these residential units, this phasing study assumed single family homes for each phase with the trip budget indicated, in order to provide a conservative analysis that can be applied to any other land use buildouts. All of the assumptions made in the original TIA report remain the same with the exception of the trip generation of the proposed development. The original TIA assumed a 10 year buildout of 2028 for the development. In order to provide a realistic perspective of each phase, a different buildout year of each phase was assumed. These assume a buildout of approximately 50 units per year.

Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Tables 2-5 provide a summary of the trip generation potential for the site in phases 1-4 of the development.

Table 1 – Trip Generation Summary – Phase 1

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	50 dwellings	550	10	30	33	19

It is estimated that Phase 1 of the proposed development will generate approximately 550 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 40 trips (10 entering and 30 exiting) will occur during the weekday AM peak hour and 52 (33 entering and 19 exiting) will occur during the weekday PM peak hour.

Table 2 – Trip Generation Summary – Phase 2

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	120 dwellings	1,230	23	67	76	45

It is estimated that the proposed development will generate approximately 1,230 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 90 trips (23 entering and 67 exiting) will occur during the weekday AM peak hour and 121 (76 entering and 45 exiting) will occur during the weekday PM peak hour.

Table 3 – Trip Generation Summary – Phase 3

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	150 dwellings	1,510	28	83	95	55

It is estimated that the proposed development will generate approximately 1,510 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 111 trips (28 entering and 83 exiting) will occur during the weekday AM peak hour and 150 (95 entering and 55 exiting) will occur during the weekday PM peak hour.

Table 4 – Trip Generation Summary – Phase 4

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	AM Peak Hour Trips (vph)		PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	300 dwellings	2,860	55	163	184	108

It is estimated that the proposed development will generate approximately 2,860 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 218 trips (55 entering and 163 exiting) will occur during the weekday AM peak hour and 292 (184 entering and 108 exiting) will occur during the weekday PM peak hour.

Trip Distribution and Assignment

Trip distribution percentages, which were approved as part of the MOU, were used in assigning site traffic for this development and were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment. It is estimated that trips will be distributed as follows:

- 30% to/from the west via Airport Road
- 25% to/from the south via NC 22
- 20% to/from the north via NC 22
- 10% to/from the east via Airport Road
- 10% to/from the south via Niagara Carthage Road
- 5% to/from the north via Niagara Carthage Road

Combined (2019, 2021, 2022, and 2024) Peak Hour Traffic Volumes

In order to estimate traffic conditions under each buildout phase, the total site trips for each phase were added to the projected traffic volumes for the subject buildout year and all previously required adjacent development trips to determine combined (2019, 2021, 2022, and 2024) traffic conditions. Illustrations of the site trip distributions and assignments, and combined (2019, 2021, 2022, and 2024) traffic volumes are attached.

This study considers the phasing at each study intersection requiring improvements under full buildout conditions. Once a phasing threshold for all improvements at a study intersection are noted, no further analysis is provided.

Capacity Analysis

Study intersections were analyzed based on the NCDOT and Town analysis requirements to provide improvements necessary to achieve LOS D for the intersection and for each approach of the intersection. Capacity analyses were completed using Synchro (Version 9.2) based on the 2010 Highway Capacity Manual (HCM) published by the Transportation Research Board. Study intersections were analyzed during the weekday AM and PM peak hours. Refer to Table 5 for a summary of the average delay for the various levels-of-service for unsignalized and signalized intersections.

Table 5 – Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

Airport Road and NC 22

The existing roundabout intersection of Airport Road and NC 22 was analyzed under combined (2019) – Phase 1, combined (2021) – Phase 2, combined (2022) – Phase 3, and combined (2024) – Phase 4 traffic conditions with the lane configurations and traffic control shown in Table 6. Refer to Table 6 for a summary of the analysis results. Refer to the attachments for the Synchro capacity analysis reports.

Table 6: Analysis Summary of Airport Road and NC 22

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Combined (2019) Conditions – **Phase 1**	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	B C B B	B (20)	B B C A	B (15)
Combined (2021) Conditions – **Phase 2**	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	B D B B	C (25)	C B D A	C (23)
Combined (2022) Conditions – **Phase 3**	EB WB NB SB	1 LT-TH-RT 1 LT-TH, **1 RT** 1 LT-TH-RT 1 LT-TH, 1 RT	C B B C	B (18)	C A D A	C (26)
Combined (2024) Conditions – **Phase 4**	EB WB NB SB	1 LT-TH-RT 1 LT-TH, **1 RT** 1 LT-TH, **1 RT** 1 LT-TH, 1 RT	C B A C	C (23)	D B B A	B (18)

Capacity analysis of combined (2019) – Phase 1, combined (2021) – Phase 2, combined (2022) – Phase 3, and combined (2024) – Phase 4 traffic conditions indicate the roundabout intersection at Airport Road and NC 22 is expected to operate at an overall LOS C or better with the proposed phased improvements. Additionally, all approaches are expected to operate at an overall LOS D or better under all analysis scenarios.

Airport Road and Ave of the Carolinas

The existing unsignalized intersection of Airport Road and Ave of the Carolinas was analyzed under combined (2019) – Phase 1, combined (2021) – Phase 2, and combined (2022) – Phase 3 traffic conditions with the lane configurations and traffic control shown in Table 7. Refer to Table 7 for a summary of the analysis results. Refer to the attachments for the Synchro capacity analysis reports.

Table 7: Analysis Summary of Airport Road and Ave of the Carolinas

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Combined (2019) Conditions – **Phase 1**	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] B[2]	N/A	-- A[1] C[2]	N/A
Combined (2021) Conditions – **Phase 2**	EB WB NB	1 TH, **1 RT** 1 LT-TH 1 LT-RT	-- A[1] B[2]	N/A	-- A[1] C[2]	N/A
Combined (2022) Conditions – **Phase 3**	EB WB NB	1 TH, **1 RT** 1 LT-TH 1 LT-RT	-- A[1] B[2]	N/A	-- A[1] C[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of combined (2019) – Phase 1, combined (2021) – Phase 2, and combined (2022) – Phase 3 indicates the minor-street approach and major-street left-turn movement at the intersection of Airport Road and Ave of the Carolinas are expected to operate at LOS C or better during the weekday AM and PM peak hours with the proposed phasing. Approximately 75% of the development traffic is expected to travel to/from the west on Airport Road. Due to this, the westbound left-turn lane is not recommended until a later buildout date when the westbound left-turn movement increases to warrant an additional turn-lane.

Airport Road and Niagara Carthage Road

The existing unsignalized intersection of Airport Road and Niagara Carthage Road was analyzed under combined (2019) – Phase 1 and combined (2021) – Phase 2 traffic conditions with the lane configurations and traffic control shown in Table 8. Refer to Table 8 for a summary of the analysis results. Refer to the attachments for the Synchro capacity analysis reports.

Table 8: Analysis Summary of Airport Road and Niagara Carthage Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
Combined (2019) Conditions – **Phase 1** (Two-Way Stop)	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	C[2] E[2] A[1] A[1]	N/A	B[2] B[2] A[1] A[1]	N/A
Combined (2021) Conditions – **Phase 2 (All-Way Stop)**	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT	B[3] C[3] B[3] C[3]	N/A	B[3] A[3] A[3] A[3]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.
3. Level of service for approach under all-way stop-control.

Capacity analysis of combined (2019) – Phase 1 indicates the minor-street approaches and major-street left-turn movements at the intersection of Airport Road and Niagara Carthage Road are expected to operate at LOS C or better during the weekday AM and PM peak hours with the exception of the westbound approach. When analyzed as an all-way stop controlled intersection, all approaches are expected to operate at LOS C or better.

Findings and Summary

This phasing study provides the trip generation thresholds for all roadway improvements. Due to the unknown buildout and mix of units in the residential development, the trip budget is provided for each phase assuming all units are single-family homes. Refer to Table 9, below, for a summary of the thresholds after which each improvement is recommended.

Table 9: Phasing Sequence

Phase	Maximum Buildout Before Improvement	Improvement
Phase 1	50 Single Family Homes (40 AM Trips, 52 PM Trips)	• Construct an exclusive eastbound right-turn lane at the intersection of Airport Road and Ave of the Carolinas with a minimum of 75 feet of storage and appropriate taper. • Install all-way stop-control at the intersection of Airport Road and Niagara Carthage Road.
Phase 2	120 Single Family Homes (90 AM Trips, 121 PM Trips)	• Construct an exclusive westbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
Phase 3	150 Single Family Homes (111 AM Trips, 150 PM Trips)	• Construct Site Drive #1 along Airport Road and provide one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage a right-turn lane with a minimum of 75 feet of storage and appropriate taper). • Provide stop control for Site Drive #1. • Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper at the proposed Site Drive #1. • Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper at the proposed Site Drive #1. • Construct an exclusive northbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane. • Construct an exclusive westbound left-turn lane at the intersection of Airport Road and Ave of the Carolinas with a minimum of 75 feet of storage and appropriate taper.
Phase 4	300 Single Family Homes (218 AM Trips, 292 PM Trips)	• Re-evaluate the need for an exclusive southbound left-turn lane at the existing roundabout located at the existing intersection of NC 22 and Airport Road. Provide a minimum of 150 feet of storage and appropriate taper. Provide two inner circulatory lanes in the western quadrant of the roundabout.

The roundabout at NC 22 and Airport Road is a relatively new improvement for this intersection. Typically when a roundabout is planned and designed for an intersection, it should have capacity to accommodate 15-20 years of traffic growth. It would be unusual to have to modify a roundabout as soon as this study suggests it would be necessary. This indicates that the existing traffic and future traffic without the development are contributing most of the need for the improvements and not the development trips. Considering the number of site trips added to the intersection, which is relatively low in early phases, the site trips would not warrant turn lane based solely on the site trips. More site trips should be allowed at the intersection before the improvements are triggered by the development trip impacts.

With the proposed phasing, the all study intersections are expected to continue to operate at acceptable levels of service throughout buildout of the proposed development.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

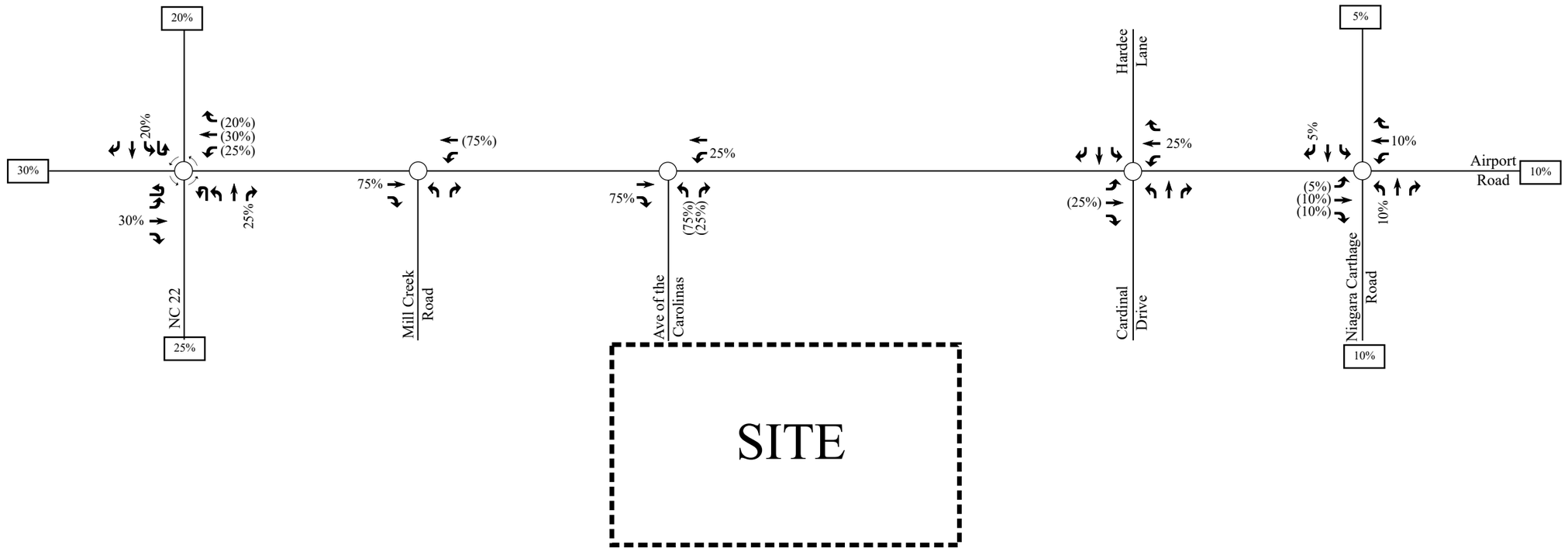
NORTH CAROLINA PROFESSIONAL SEAL 028926 ENGINEER RYNAL G. STEPHENSON

Rynal Stephenson, P.E.
Regional Manager
RAMEY KEMP & ASSOCIATES, INC. 12-20-18
NC Corporate License # C-0910

Attachments:
- Figures
- NCDOT TIA Review Comments
- Capacity Analysis Results

LEGEND

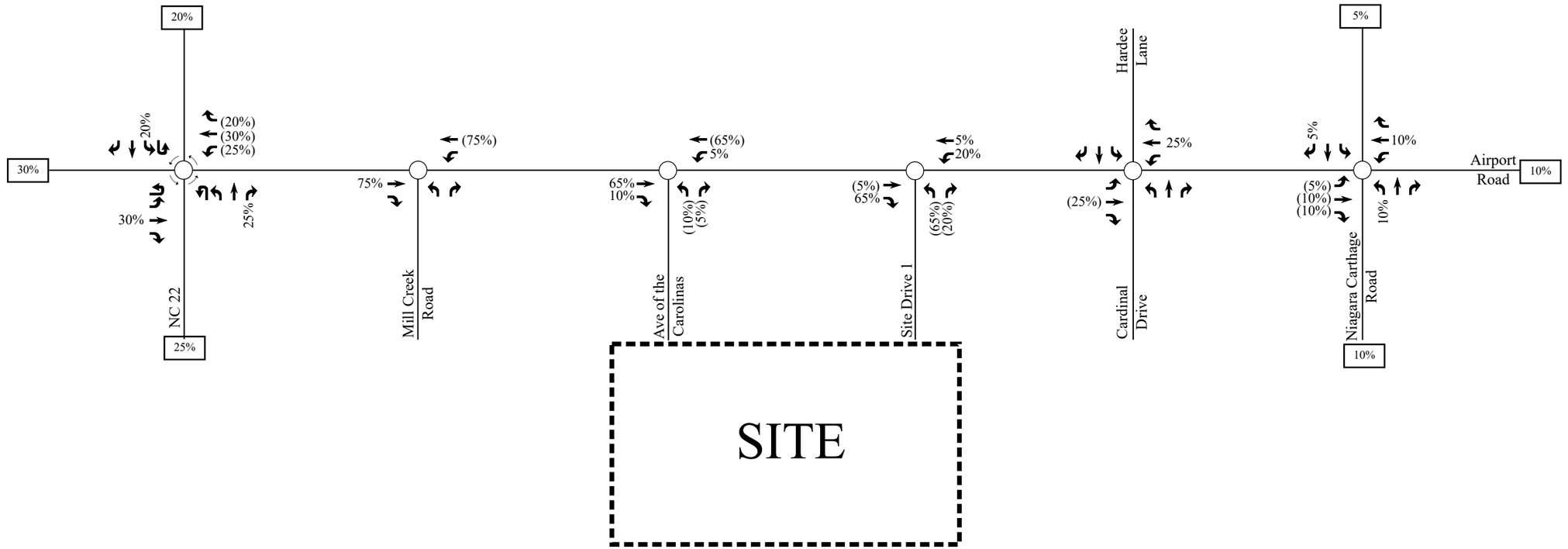
- Unsignalized Intersection
- Roundabout
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution
- XX% Regional Trip Distribution



RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS	Airport Road Residential Phasing Study Southern Pines, NC	Site Trip Distribution Phases 1-3 Scale: Not to Scale | Figure 1

LEGEND

- Unsignalized Intersection
- Roundabout
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution
- XX% Regional Trip Distribution



RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

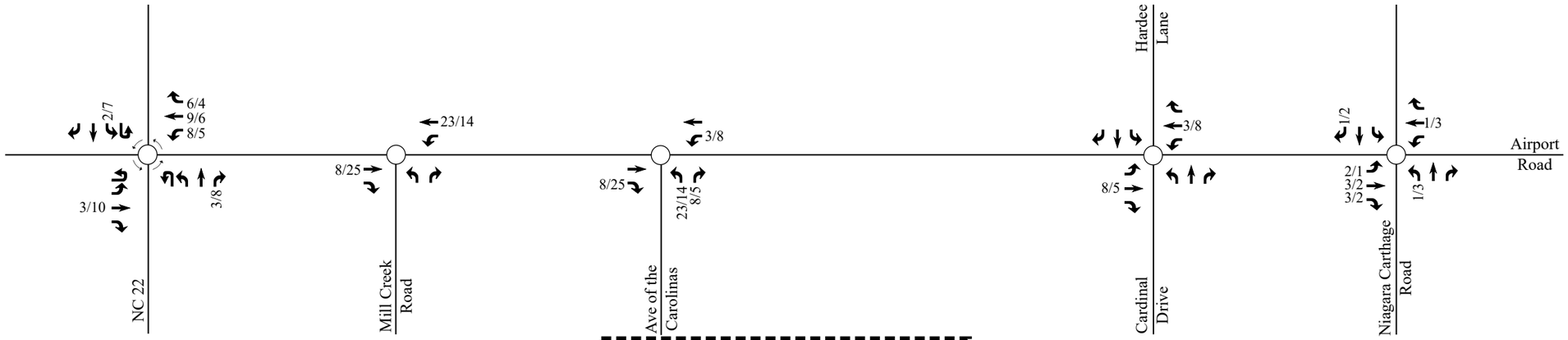
Airport Road Residential
Phasing Study
Southern Pines, NC

Site Trip
Distribution
Phase 4

Scale: Not to Scale | Figure 2

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Site Trips



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TRANSPORTATION ENGINEERS

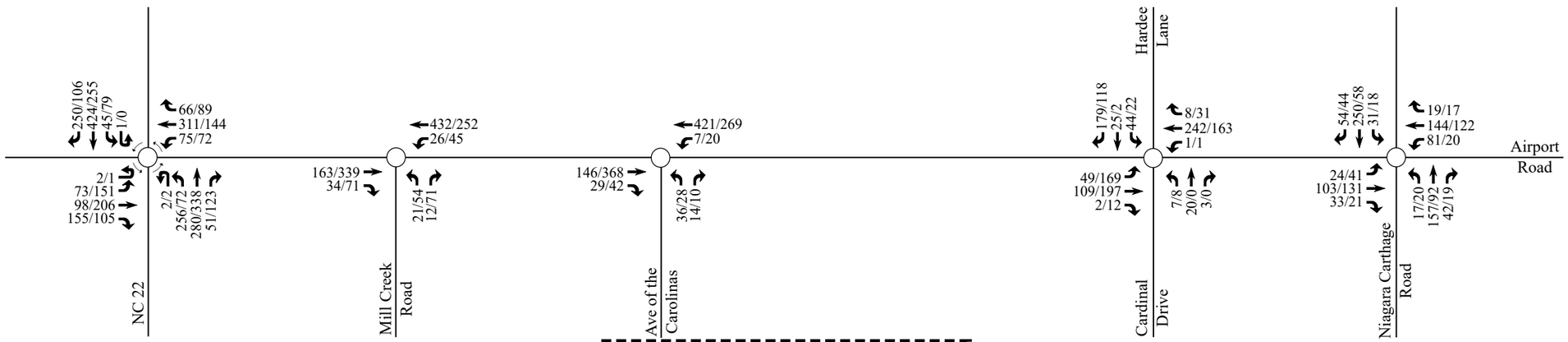
Airport Road Residential
Phasing Study
Southern Pines, NC

Primary Site
Trip Assignment - Phase 1

Scale: Not to Scale | Figure 3

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

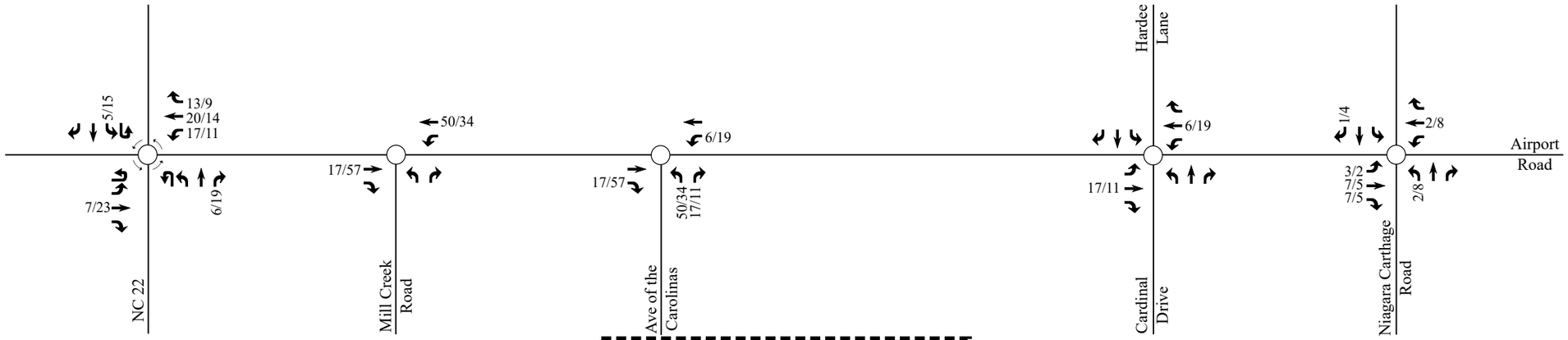
Airport Road Residential Phasing Study
Southern Pines, NC

Combined (2019)
Peak Hour Traffic - Phase 1

Scale: Not to Scale | Figure 4

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Site Trips



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TRANSPORTATION ENGINEERS

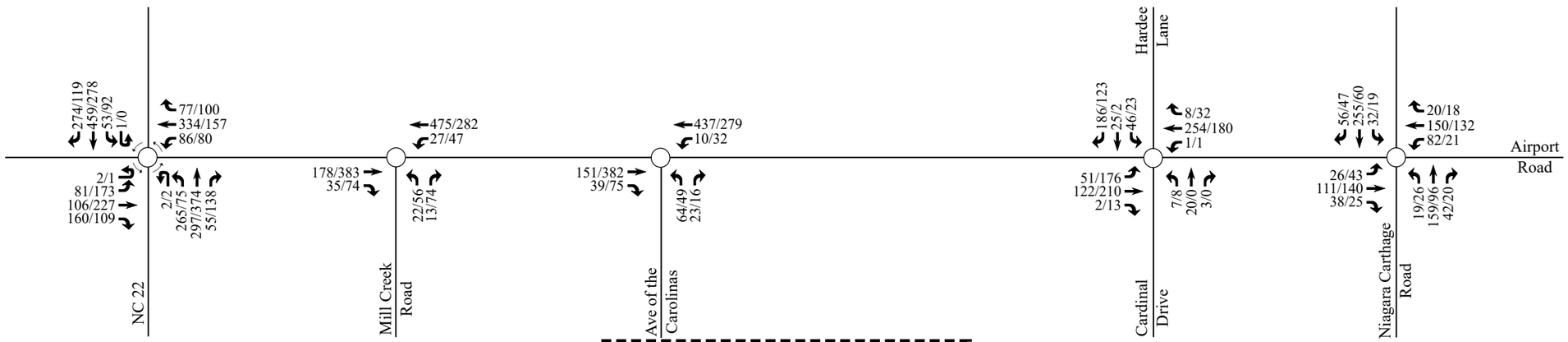
Airport Road Residential
Phasing Study
Southern Pines, NC

Primary Site
Trip Assignment - Phase 2

Scale: Not to Scale | Figure 5

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

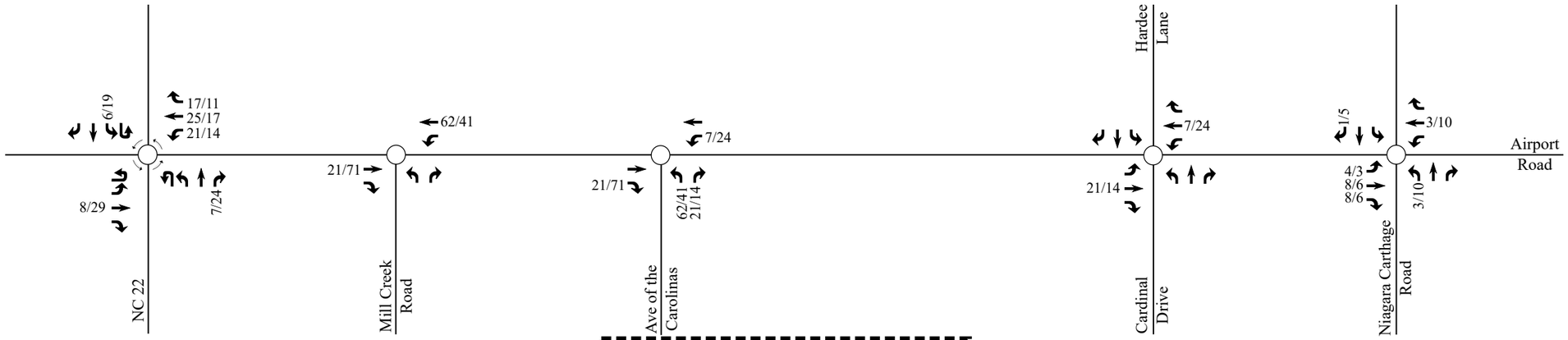
Airport Road Residential Phasing Study
Southern Pines, NC

Combined (2021)
Peak Hour Traffic - Phase 2

Scale: Not to Scale | Figure 6

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Site Trips



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

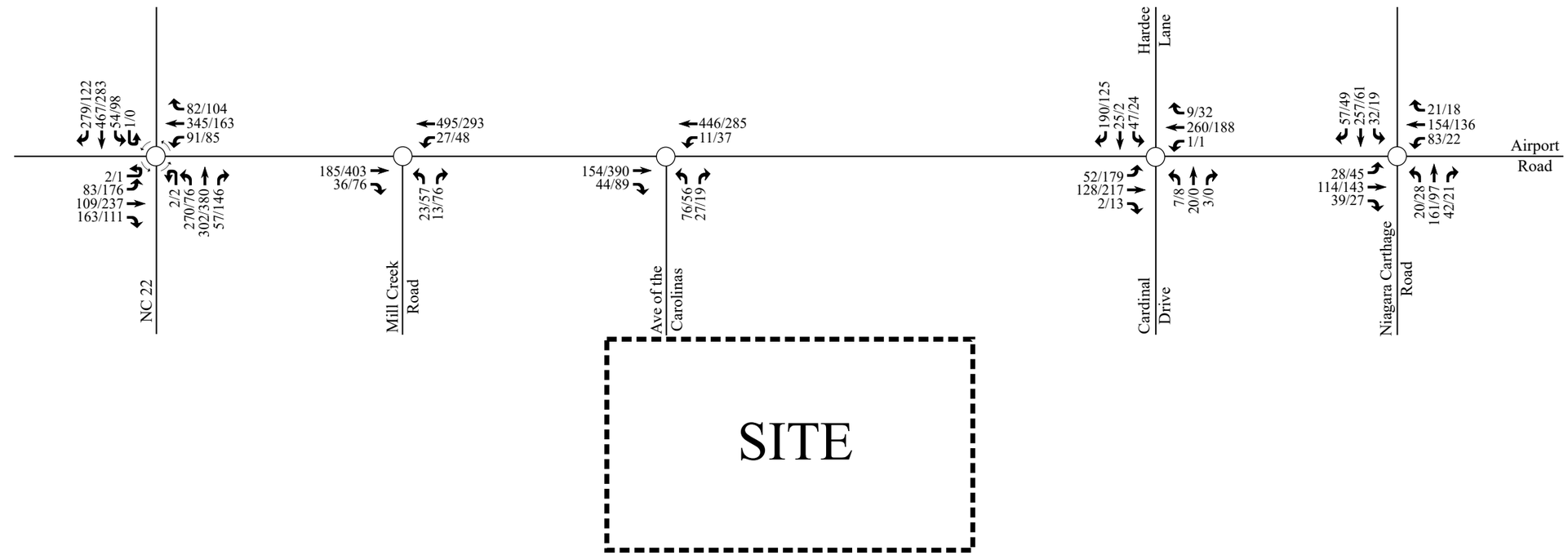
Airport Road Residential
Phasing Study
Southern Pines, NC

Primary Site
Trip Assignment - Phase 3

Scale: Not to Scale | Figure 7

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



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TRANSPORTATION ENGINEERS

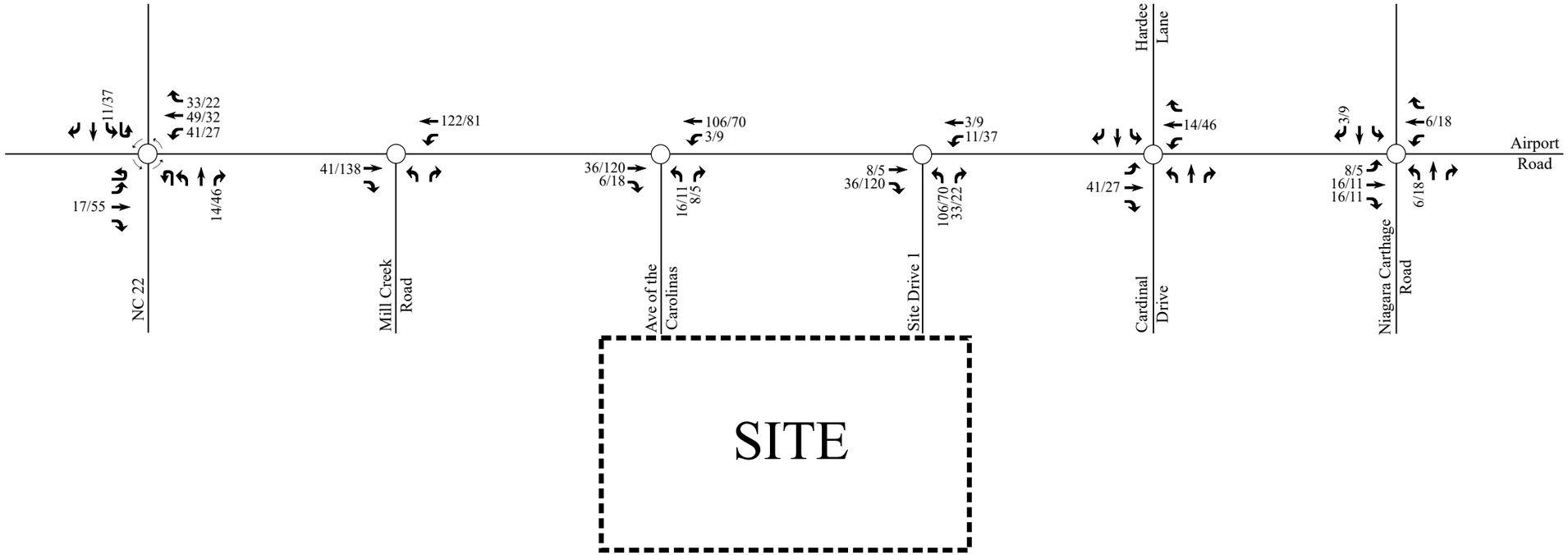
Airport Road Residential
Phasing Study
Southern Pines, NC

Combined (2022)
Peak Hour Traffic - Phase 3

Scale: Not to Scale | Figure 8

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Site Trips



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TRANSPORTATION ENGINEERS

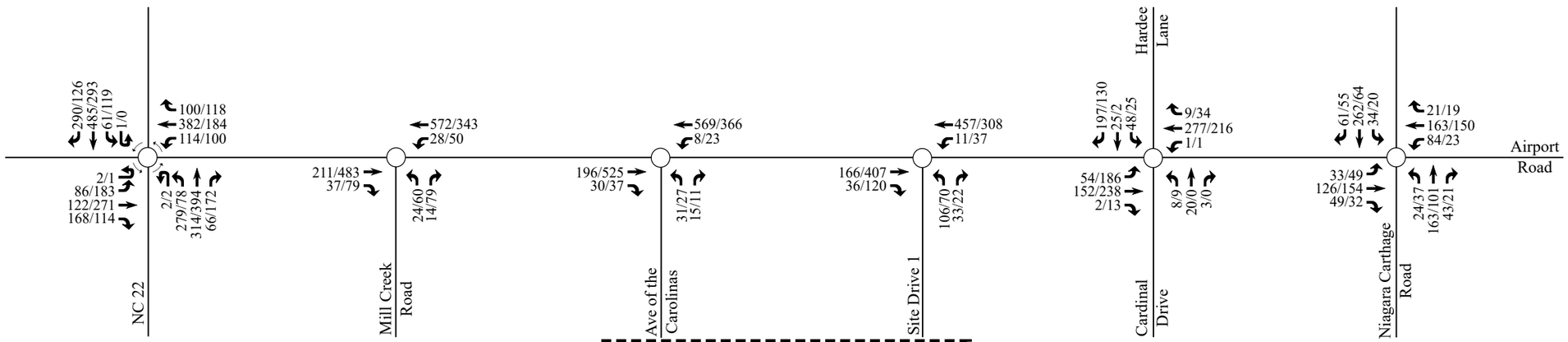
Airport Road Residential Phasing Study
Southern Pines, NC

Primary Site
Trip Assignment - Phase 4

Scale: Not to Scale | Figure 9

LEGEND

- ◯ Unsignalized Intersection
- Roundabout
- X / Y → Weekday AM / PM Peak Hour Traffic



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

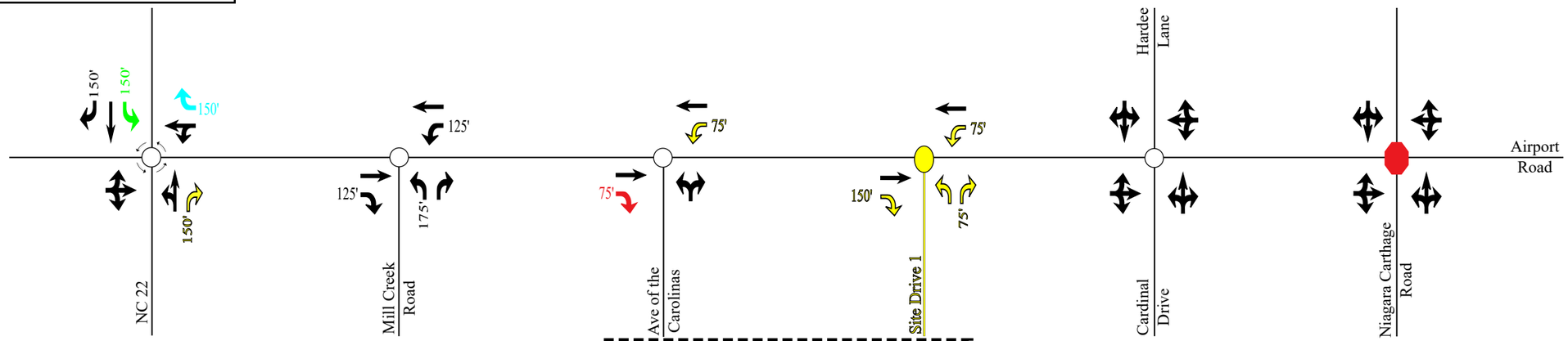
Airport Road Residential Phasing Study
Southern Pines, NC

Combined (2024)
Peak Hour Traffic - Phase 4

Scale: Not to Scale | Figure 10

LEGEND

- Unsignalized Intersection
- Roundabout
- Existing Lane
- x' Storage (In Feet)
- Monitor for All-Way Stop-Control
- Phase 1 Improvement
- Phase 2 Improvementr
- Phase 3 Improvement
- Phase 4 Improvement



SITE

RAMEY KEMP & ASSOCIATES
TRANSPORTATION ENGINEERS

Airport Road Residential Phasing Study
Southern Pines, NC

Recommended Lane Configurations

Scale: Not to Scale | Figure 11

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 6, 2018

Josh Reinke, PE
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609

SUBJECT: Driveway Permit— Access to SR 1843 (Airport Road)
Airport Road Residential
Permit # Preliminary

Dear Mr. Reinke,

Thank you for submitting the Traffic Impact Analysis for the subject development. The preliminary site plan and traffic impact analysis have been reviewed by District Staff, Division Staff, and Congestion Management in accordance with the Policy on Street and Driveway Access to North Carolina Highways. We have the following comments for the subject access permit.

Site Drive 1 at SR 1843 (Airport Road)

- We agree with the TIA recommendation to provide site access via a full movement intersection with one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage and a right-turn lane with a minimum of 75 feet of storage and appropriate taper).
- We agree with the TIA recommendation to provide stop control for Site Drive 1.
- We agree with the TIA recommendation to construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.
- We agree with the TIA recommendation to construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper.

Airport Road at Avenue of the Carolinas

- We agree with the TIA recommendation to construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 8-DISTRICT 2
902 N. SANDHILLS BLVD, ABERDEEN, NC

Telephone: (910) 944-7621
Fax: (910) 944-5623
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
902 N. SANDHILLS BLVD
ABERDEEN, NC 28315

- We agree with the TIA recommendation to construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper.

Airport Road at Niagara Carthage Road

- We agree with the TIA recommendation to provide all-way stop control if it is warranted and approved by NCDOT.

Airport Road at NC 22

- We agree with the TIA recommendation to construct an exclusive westbound right-turn slip lane on Airport Road with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- We agree with the TIA recommendation to construct an exclusive northbound right-turn slip lane on NC 22 with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- Construct an exclusive southbound left-turn lane on NC 22 with a minimum of 150 feet of storage and appropriate taper. Provide two inner circulatory lanes in the western quadrant of the roundabout.

Please incorporate the above comments into your planning. When the above comments have been addressed please submit site plans along with a driveway permit and any necessary encroachment agreements to this office for review. Also, please be aware that future site expansion may result in further roadway improvements being required by the Department. If further information is needed, please advise.

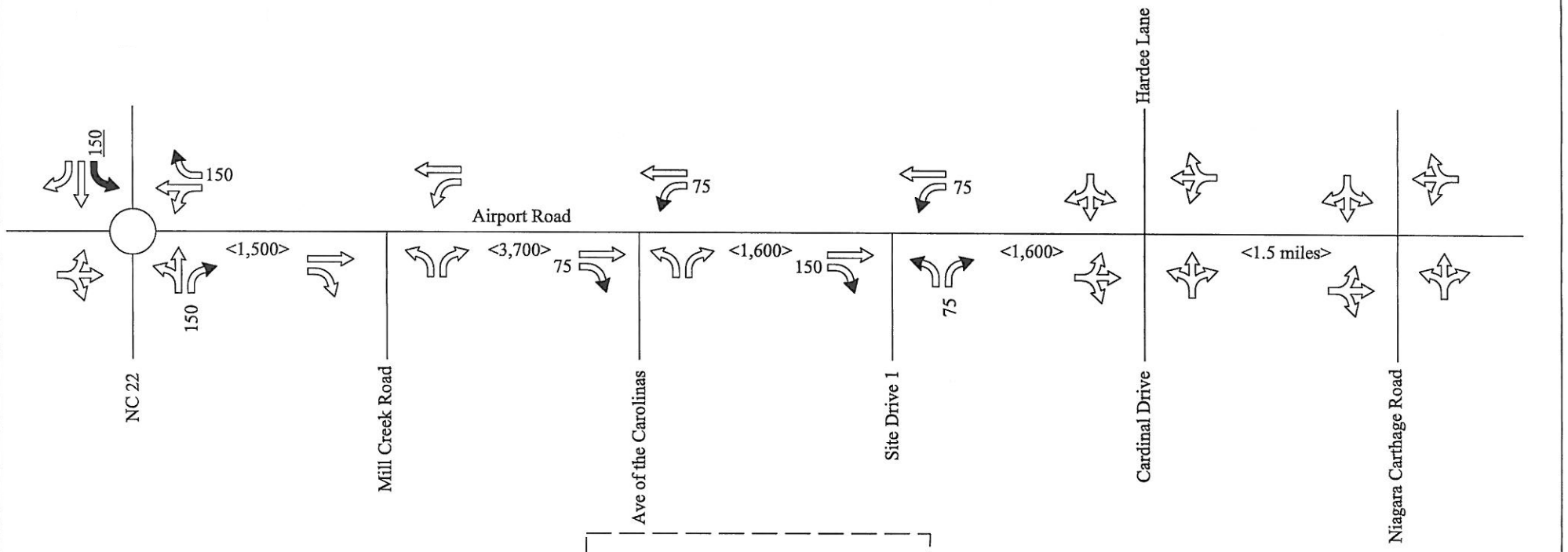
Sincerely,

DocuSigned by:
Travis L. Morgan
BB40D57AAB92443...

Travis L. Morgan, PE
District Engineer

TLM:mer

CC: Brandon Jones, PE
David Willett
John H. Grant, PE
Josh Brooks, PE
Chris Kennedy
File



SITE

Airport Road Residential
SC-2018-073

- Existing Laneage
- Recommended Laneage
- Laneage Built By Others
- NCDOT Recommendation
- Existing Signal
- Monitor for Signal
- Developer Proposed Signal
- XXX Storage
- XXX NCDOT Recommended Storage
- <XXX> Distance Between Intersections
- IPS Internal Protected Stem
- All Distances in Feet
- Drawing Not to Scale

MOVEMENT SUMMARY

Site: Combined (2019) AM - Phase 1 (50 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.638	12.7	LOS B	6.5	164.1	0.75	0.59	33.5
3	L2	284	2.0	0.638	12.7	LOS B	6.5	164.1	0.75	0.59	32.7
8	T1	311	2.0	0.638	12.7	LOS B	6.5	164.1	0.75	0.59	32.6
18	R2	57	2.0	0.638	12.7	LOS B	6.5	164.1	0.75	0.59	31.7
Approach		654	2.0	0.638	12.7	LOS B	6.5	164.1	0.75	0.59	32.6
East: Airport Road											
1u	U	1	2.0	0.815	30.5	LOS C	11.7	297.6	1.00	1.22	27.7
1	L2	83	2.0	0.815	30.5	LOS C	11.7	297.6	1.00	1.22	28.4
6	T1	346	2.0	0.815	30.5	LOS C	11.7	297.6	1.00	1.22	28.5
16	R2	73	2.0	0.815	30.5	LOS C	11.7	297.6	1.00	1.22	27.8
Approach		503	2.0	0.815	30.5	LOS C	11.7	297.6	1.00	1.22	28.4
North: NC 22											
7u	U	1	2.0	0.663	16.4	LOS B	7.8	197.4	0.98	1.06	32.6
7	L2	50	2.0	0.663	16.4	LOS B	7.8	197.4	0.98	1.06	31.9
4	T1	471	2.0	0.663	16.4	LOS B	7.8	197.4	0.98	1.06	31.8
14	R2	278	2.0	0.318	7.6	LOS A	2.3	57.3	0.78	0.67	35.4
Approach		800	2.0	0.663	13.4	LOS B	7.8	197.4	0.91	0.93	33.0
West: Airport Road											
5u	U	2	2.0	0.564	15.4	LOS B	5.1	129.4	0.91	0.95	32.7
5	L2	81	2.0	0.564	15.4	LOS B	5.1	129.4	0.91	0.95	31.9
2	T1	109	2.0	0.564	15.4	LOS B	5.1	129.4	0.91	0.95	31.9
12	R2	172	2.0	0.564	15.4	LOS B	5.1	129.4	0.91	0.95	31.0
Approach		364	2.0	0.564	15.4	LOS B	5.1	129.4	0.91	0.95	31.5
All Vehicles		2322	2.0	0.815	17.2	LOS B	11.7	297.6	0.88	0.90	31.5

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	146	29	7	421	36	14
Future Vol, veh/h	146	29	7	421	36	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	162	32	8	468	40	16

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	194	0	661	178
Stage 1	-	-	-	-	178	-
Stage 2	-	-	-	-	483	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1379	-	427	865
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	620	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1379	-	424	865
Mov Cap-2 Maneuver	-	-	-	-	424	-
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	615	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	495	-	-	1379	-
HCM Lane V/C Ratio	0.112	-	-	0.006	-
HCM Control Delay (s)	13.2	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection												
Int Delay, s/veh	16.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	103	33	81	144	19	17	157	42	31	250	54
Future Vol, veh/h	24	103	33	81	144	19	17	157	42	31	250	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	114	37	90	160	21	19	174	47	34	278	60

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	703	636	308	688	643	198	338	0	0	221	0	0
Stage 1	377	377	-	236	236	-	-	-	-	-	-	-
Stage 2	326	259	-	452	407	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	352	395	732	360	392	843	1221	-	-	1348	-	-
Stage 1	644	616	-	767	710	-	-	-	-	-	-	-
Stage 2	687	694	-	587	597	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	220	376	732	252	373	843	1221	-	-	1348	-	-
Mov Cap-2 Maneuver	220	376	-	252	373	-	-	-	-	-	-	-
Stage 1	632	597	-	753	697	-	-	-	-	-	-	-
Stage 2	507	682	-	437	578	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	23	49.1	0.6	0.7
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1221	-	-	374	334	1348	-	-
HCM Lane V/C Ratio	0.015	-	-	0.475	0.812	0.026	-	-
HCM Control Delay (s)	8	0	-	23	49.1	7.7	0	-
HCM Lane LOS	A	A	-	C	E	A	A	-
HCM 95th %tile Q(veh)	0	-	-	2.5	6.9	0.1	-	-

MOVEMENT SUMMARY

Site: Combined (2019) PM - Phase 1 (50 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.777	23.0	LOS C	10.7	272.1	0.99	1.11	29.7
3	L2	80	2.0	0.777	23.0	LOS C	10.7	272.1	0.99	1.11	29.1
8	T1	376	2.0	0.777	23.0	LOS C	10.7	272.1	0.99	1.11	29.0
18	R2	137	2.0	0.777	23.0	LOS C	10.7	272.1	0.99	1.11	28.3
Approach		594	2.0	0.777	23.0	LOS C	10.7	272.1	0.99	1.11	28.9
East: Airport Road											
1u	U	1	2.0	0.524	14.1	LOS B	4.4	112.3	0.88	0.90	34.2
1	L2	80	2.0	0.524	14.1	LOS B	4.4	112.3	0.88	0.90	35.4
6	T1	160	2.0	0.524	14.1	LOS B	4.4	112.3	0.88	0.90	35.5
16	R2	99	2.0	0.524	14.1	LOS B	4.4	112.3	0.88	0.90	34.5
Approach		340	2.0	0.524	14.1	LOS B	4.4	112.3	0.88	0.90	35.2
North: NC 22											
7u	U	1	2.0	0.329	6.4	LOS A	2.3	58.1	0.59	0.43	36.7
7	L2	88	2.0	0.329	6.4	LOS A	2.3	58.1	0.59	0.43	36.5
4	T1	283	2.0	0.329	6.4	LOS A	2.3	58.1	0.59	0.43	36.4
14	R2	118	2.0	0.097	3.8	LOS A	0.6	14.0	0.43	0.26	37.7
Approach		490	2.0	0.329	5.7	LOS A	2.3	58.1	0.55	0.39	36.7
West: Airport Road											
5u	U	1	2.0	0.634	15.0	LOS B	6.4	161.4	0.85	0.85	32.6
5	L2	168	2.0	0.634	15.0	LOS B	6.4	161.4	0.85	0.85	31.9
2	T1	229	2.0	0.634	15.0	LOS B	6.4	161.4	0.85	0.85	31.8
12	R2	117	2.0	0.634	15.0	LOS B	6.4	161.4	0.85	0.85	31.0
Approach		514	2.0	0.634	15.0	LOS B	6.4	161.4	0.85	0.85	31.7
All Vehicles		1939	2.0	0.777	15.0	LOS B	10.7	272.1	0.82	0.82	32.4

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	368	42	20	269	28	10
Future Vol, veh/h	368	42	20	269	28	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	409	47	22	299	31	11

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	456	0	775	432
Stage 1	-	-	-	-	432	-
Stage 2	-	-	-	-	343	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1105	-	366	624
Stage 1	-	-	-	-	655	-
Stage 2	-	-	-	-	719	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1105	-	357	624
Mov Cap-2 Maneuver	-	-	-	-	357	-
Stage 1	-	-	-	-	655	-
Stage 2	-	-	-	-	702	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.6	15
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	402	-	-	1105	-
HCM Lane V/C Ratio	0.105	-	-	0.02	-
HCM Control Delay (s)	15	-	-	8.3	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-

Intersection	
Int Delay, s/veh	8.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	41	131	21	20	122	17	20	92	19	18	58	44
Future Vol, veh/h	41	131	21	20	122	17	20	92	19	18	58	44
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	146	23	22	136	19	22	102	21	20	64	49

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	363	297	89	370	310	113	113	0	0	123	0	0
Stage 1	129	129	-	157	157	-	-	-	-	-	-	-
Stage 2	234	168	-	213	153	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	593	615	969	587	605	940	1476	-	-	1464	-	-
Stage 1	875	789	-	845	768	-	-	-	-	-	-	-
Stage 2	769	759	-	789	771	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	467	596	969	455	586	940	1476	-	-	1464	-	-
Mov Cap-2 Maneuver	467	596	-	455	586	-	-	-	-	-	-	-
Stage 1	861	777	-	831	756	-	-	-	-	-	-	-
Stage 2	609	747	-	616	759	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	14.6	13.7	1.1	1.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1476	-	-	586	588	1464	-	-
HCM Lane V/C Ratio	0.015	-	-	0.366	0.3	0.014	-	-
HCM Control Delay (s)	7.5	0	-	14.6	13.7	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	1.7	1.3	0	-	-

Intersection	
Intersection Delay, s/veh	15.5
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	26	111	38	82	150	20	19	159	42	32	255	56
Future Vol, veh/h	26	111	38	82	150	20	19	159	42	32	255	56
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	123	42	91	167	22	21	177	47	36	283	62
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	12.8	15.3	13.6	18.3
HCM LOS	B	C	B	C

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	9%	15%	33%	9%
Vol Thru, %	72%	63%	60%	74%
Vol Right, %	19%	22%	8%	16%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	220	175	252	343
LT Vol	19	26	82	32
Through Vol	159	111	150	255
RT Vol	42	38	20	56
Lane Flow Rate	244	194	280	381
Geometry Grp	1	1	1	1
Degree of Util (X)	0.418	0.345	0.49	0.624
Departure Headway (Hd)	6.153	6.395	6.298	5.899
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	584	562	571	610
Service Time	4.203	4.447	4.345	3.942
HCM Lane V/C Ratio	0.418	0.345	0.49	0.625
HCM Control Delay	13.6	12.8	15.3	18.3
HCM Lane LOS	B	B	C	C
HCM 95th-tile Q	2.1	1.5	2.7	4.3

MOVEMENT SUMMARY

Site: Combined (2021) AM - Phase 2 (120 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.693	14.8	LOS B	8.2	207.0	0.83	0.70	32.5
3	L2	294	2.0	0.693	14.8	LOS B	8.2	207.0	0.83	0.70	31.7
8	T1	330	2.0	0.693	14.8	LOS B	8.2	207.0	0.83	0.70	31.7
18	R2	61	2.0	0.693	14.8	LOS B	8.2	207.0	0.83	0.70	30.8
Approach		688	2.0	0.693	14.8	LOS B	8.2	207.0	0.83	0.70	31.6
East: Airport Road											
1u	U	1	2.0	0.956	53.8	LOS D	20.9	529.8	1.00	1.47	21.6
1	L2	96	2.0	0.956	53.8	LOS D	20.9	529.8	1.00	1.47	22.0
6	T1	371	2.0	0.956	53.8	LOS D	20.9	529.8	1.00	1.47	22.1
16	R2	86	2.0	0.956	53.8	LOS D	20.9	529.8	1.00	1.47	21.7
Approach		553	2.0	0.956	53.8	LOS D	20.9	529.8	1.00	1.47	22.0
North: NC 22											
7u	U	1	2.0	0.767	22.7	LOS C	11.1	282.9	1.00	1.20	29.9
7	L2	59	2.0	0.767	22.7	LOS C	11.1	282.9	1.00	1.20	29.3
4	T1	510	2.0	0.767	22.7	LOS C	11.1	282.9	1.00	1.20	29.3
14	R2	304	2.0	0.362	8.5	LOS A	2.7	67.4	0.81	0.72	34.9
Approach		874	2.0	0.767	17.8	LOS B	11.1	282.9	0.94	1.03	31.0
West: Airport Road											
5u	U	2	2.0	0.651	19.8	LOS B	6.7	169.6	0.97	1.09	30.7
5	L2	90	2.0	0.651	19.8	LOS B	6.7	169.6	0.97	1.09	30.0
2	T1	118	2.0	0.651	19.8	LOS B	6.7	169.6	0.97	1.09	30.0
12	R2	178	2.0	0.651	19.8	LOS B	6.7	169.6	0.97	1.09	29.2
Approach		388	2.0	0.651	19.8	LOS B	6.7	169.6	0.97	1.09	29.6
All Vehicles		2503	2.0	0.956	25.2	LOS C	20.9	529.8	0.93	1.05	28.4

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection	
Int Delay, s/veh	1.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	151	39	10	437	64	23
Future Vol, veh/h	151	39	10	437	64	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	75	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	168	43	11	486	71	26

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	168	0	676	168
Stage 1	-	-	-	-	168	-
Stage 2	-	-	-	-	508	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1410	-	419	876
Stage 1	-	-	-	-	862	-
Stage 2	-	-	-	-	604	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1410	-	414	876
Mov Cap-2 Maneuver	-	-	-	-	414	-
Stage 1	-	-	-	-	862	-
Stage 2	-	-	-	-	597	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	14.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	481	-	-	1410	-
HCM Lane V/C Ratio	0.201	-	-	0.008	-
HCM Control Delay (s)	14.4	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0	-

Intersection	
Intersection Delay, s/veh	9.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	43	140	25	21	132	18	26	96	20	19	60	47
Future Vol, veh/h	43	140	25	21	132	18	26	96	20	19	60	47
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	48	156	28	23	147	20	29	107	22	21	67	52
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	10.2	9.8	9.7	9.3
HCM LOS	B	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	18%	21%	12%	15%
Vol Thru, %	68%	67%	77%	48%
Vol Right, %	14%	12%	11%	37%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	142	208	171	126
LT Vol	26	43	21	19
Through Vol	96	140	132	60
RT Vol	20	25	18	47
Lane Flow Rate	158	231	190	140
Geometry Grp	1	1	1	1
Degree of Util (X)	0.223	0.314	0.26	0.194
Departure Headway (Hd)	5.092	4.886	4.931	4.977
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	697	728	720	713
Service Time	3.18	2.965	3.014	3.066
HCM Lane V/C Ratio	0.227	0.317	0.264	0.196
HCM Control Delay	9.7	10.2	9.8	9.3
HCM Lane LOS	A	B	A	A
HCM 95th-tile Q	0.9	1.3	1	0.7

MOVEMENT SUMMARY

Site: Combined (2021) PM - Phase 2 (120 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.929	42.6	LOS D	20.0	507.5	1.00	1.42	23.7
3	L2	83	2.0	0.929	42.6	LOS D	20.0	507.5	1.00	1.42	23.3
8	T1	416	2.0	0.929	42.6	LOS D	20.0	507.5	1.00	1.42	23.3
18	R2	153	2.0	0.929	42.6	LOS D	20.0	507.5	1.00	1.42	22.8
Approach		654	2.0	0.929	42.6	LOS D	20.0	507.5	1.00	1.42	23.2
East: Airport Road											
1u	U	1	2.0	0.629	18.9	LOS B	6.2	158.0	0.96	1.05	32.0
1	L2	89	2.0	0.629	18.9	LOS B	6.2	158.0	0.96	1.05	33.0
6	T1	174	2.0	0.629	18.9	LOS B	6.2	158.0	0.96	1.05	33.1
16	R2	111	2.0	0.629	18.9	LOS B	6.2	158.0	0.96	1.05	32.2
Approach		376	2.0	0.629	18.9	LOS B	6.2	158.0	0.96	1.05	32.8
North: NC 22											
7u	U	1	2.0	0.375	7.1	LOS A	2.7	69.5	0.64	0.49	36.3
7	L2	102	2.0	0.375	7.1	LOS A	2.7	69.5	0.64	0.49	36.1
4	T1	309	2.0	0.375	7.1	LOS A	2.7	69.5	0.64	0.49	36.0
14	R2	132	2.0	0.111	3.9	LOS A	0.6	16.4	0.45	0.28	37.6
Approach		544	2.0	0.375	6.3	LOS A	2.7	69.5	0.60	0.44	36.4
West: Airport Road											
5u	U	1	2.0	0.737	20.3	LOS C	9.2	232.8	0.95	1.05	30.3
5	L2	192	2.0	0.737	20.3	LOS C	9.2	232.8	0.95	1.05	29.7
2	T1	252	2.0	0.737	20.3	LOS C	9.2	232.8	0.95	1.05	29.6
12	R2	121	2.0	0.737	20.3	LOS C	9.2	232.8	0.95	1.05	28.9
Approach		567	2.0	0.737	20.3	LOS C	9.2	232.8	0.95	1.05	29.5
All Vehicles		2141	2.0	0.929	23.3	LOS C	20.0	507.5	0.88	1.01	29.0

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection	
Int Delay, s/veh	1.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	382	75	32	279	49	16
Future Vol, veh/h	382	75	32	279	49	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	75	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	424	83	36	310	54	18

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	424	0	805	424
Stage 1	-	-	-	-	424	-
Stage 2	-	-	-	-	381	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1135	-	352	630
Stage 1	-	-	-	-	660	-
Stage 2	-	-	-	-	691	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1135	-	339	630
Mov Cap-2 Maneuver	-	-	-	-	339	-
Stage 1	-	-	-	-	660	-
Stage 2	-	-	-	-	665	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	16.6
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	382	-	-	1135	-
HCM Lane V/C Ratio	0.189	-	-	0.031	-
HCM Control Delay (s)	16.6	-	-	8.3	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-

MOVEMENT SUMMARY

Site: Combined (2022) AM - Phase 3 (150 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.712	15.7	LOS B	8.8	223.8	0.85	0.74	32.1
3	L2	300	2.0	0.712	15.7	LOS B	8.8	223.8	0.85	0.74	31.4
8	T1	336	2.0	0.712	15.7	LOS B	8.8	223.8	0.85	0.74	31.3
18	R2	63	2.0	0.712	15.7	LOS B	8.8	223.8	0.85	0.74	30.5
Approach		701	2.0	0.712	15.7	LOS B	8.8	223.8	0.85	0.74	31.2
East: Airport Road											
1u	U	1	2.0	0.654	16.8	LOS B	7.6	192.0	1.00	1.06	33.0
1	L2	101	2.0	0.654	16.8	LOS B	7.6	192.0	1.00	1.06	34.1
6	T1	383	2.0	0.654	16.8	LOS B	7.6	192.0	1.00	1.06	34.2
16	R2	91	2.0	0.088	4.3	LOS A	0.5	13.5	0.58	0.40	41.8
Approach		577	2.0	0.654	14.8	LOS B	7.6	192.0	0.93	0.95	35.2
North: NC 22											
7u	U	1	2.0	0.803	26.0	LOS C	12.7	322.9	1.00	1.26	28.7
7	L2	60	2.0	0.803	26.0	LOS C	12.7	322.9	1.00	1.26	28.1
4	T1	519	2.0	0.803	26.0	LOS C	12.7	322.9	1.00	1.26	28.1
14	R2	310	2.0	0.376	8.8	LOS A	2.8	70.8	0.83	0.74	34.7
Approach		890	2.0	0.803	20.0	LOS C	12.7	322.9	0.94	1.08	30.0
West: Airport Road											
5u	U	2	2.0	0.679	21.6	LOS C	7.3	184.8	0.99	1.12	30.0
5	L2	92	2.0	0.679	21.6	LOS C	7.3	184.8	0.99	1.12	29.4
2	T1	121	2.0	0.679	21.6	LOS C	7.3	184.8	0.99	1.12	29.3
12	R2	181	2.0	0.679	21.6	LOS C	7.3	184.8	0.99	1.12	28.6
Approach		397	2.0	0.679	21.6	LOS C	7.3	184.8	0.99	1.12	29.0
All Vehicles		2564	2.0	0.803	17.9	LOS B	12.7	322.9	0.92	0.96	31.2

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection	
Int Delay, s/veh	1.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	151	39	10	437	64	23
Future Vol, veh/h	151	39	10	437	64	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	75	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	168	43	11	486	71	26

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	168	0	676	168
Stage 1	-	-	-	-	168	-
Stage 2	-	-	-	-	508	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1410	-	419	876
Stage 1	-	-	-	-	862	-
Stage 2	-	-	-	-	604	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1410	-	414	876
Mov Cap-2 Maneuver	-	-	-	-	414	-
Stage 1	-	-	-	-	862	-
Stage 2	-	-	-	-	597	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	14.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	481	-	-	1410	-
HCM Lane V/C Ratio	0.201	-	-	0.008	-
HCM Control Delay (s)	14.4	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0	-

MOVEMENT SUMMARY

Site: Combined (2022) PM - Phase 3 (150 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.981	54.2	LOS D	25.5	648.6	1.00	1.59	21.2
3	L2	84	2.0	0.981	54.2	LOS D	25.5	648.6	1.00	1.59	20.8
8	T1	422	2.0	0.981	54.2	LOS D	25.5	648.6	1.00	1.59	20.8
18	R2	162	2.0	0.981	54.2	LOS D	25.5	648.6	1.00	1.59	20.4
Approach		671	2.0	0.981	54.2	LOS D	25.5	648.6	1.00	1.59	20.7
East: Airport Road											
1u	U	1	2.0	0.418	10.1	LOS B	3.3	83.5	0.88	0.80	36.3
1	L2	94	2.0	0.418	10.1	LOS B	3.3	83.5	0.88	0.80	37.6
6	T1	181	2.0	0.418	10.1	LOS B	3.3	83.5	0.88	0.80	37.7
16	R2	116	2.0	0.418	7.1	LOS A	3.3	83.5	0.79	0.65	39.2
Approach		392	2.0	0.418	9.2	LOS A	3.3	83.5	0.85	0.76	38.1
North: NC 22											
7u	U	1	2.0	0.389	7.3	LOS A	2.8	72.2	0.65	0.50	36.1
7	L2	109	2.0	0.389	7.3	LOS A	2.8	72.2	0.65	0.50	35.9
4	T1	314	2.0	0.389	7.3	LOS A	2.8	72.2	0.65	0.50	35.8
14	R2	136	2.0	0.114	4.0	LOS A	0.7	16.8	0.46	0.29	37.6
Approach		560	2.0	0.389	6.5	LOS A	2.8	72.2	0.61	0.45	36.3
West: Airport Road											
5u	U	1	2.0	0.773	22.9	LOS C	10.4	265.2	0.98	1.12	29.3
5	L2	196	2.0	0.773	22.9	LOS C	10.4	265.2	0.98	1.12	28.7
2	T1	263	2.0	0.773	22.9	LOS C	10.4	265.2	0.98	1.12	28.7
12	R2	123	2.0	0.773	22.9	LOS C	10.4	265.2	0.98	1.12	28.0
Approach		583	2.0	0.773	22.9	LOS C	10.4	265.2	0.98	1.12	28.6
All Vehicles		2207	2.0	0.981	25.8	LOS C	25.5	648.6	0.87	1.03	28.1

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection	
Int Delay, s/veh	2.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	403	76	48	293	57	76
Future Vol, veh/h	403	76	48	293	57	76
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	125	125	-	175	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	448	84	53	326	63	84

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	448	0	880	448
Stage 1	-	-	-	-	448	-
Stage 2	-	-	-	-	432	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1112	-	318	611
Stage 1	-	-	-	-	644	-
Stage 2	-	-	-	-	655	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1112	-	303	611
Mov Cap-2 Maneuver	-	-	-	-	303	-
Stage 1	-	-	-	-	644	-
Stage 2	-	-	-	-	624	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	15.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	303	611	-	-	1112	-
HCM Lane V/C Ratio	0.209	0.138	-	-	0.048	-
HCM Control Delay (s)	20	11.8	-	-	8.4	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.8	0.5	-	-	0.2	-

Intersection						
Int Delay, s/veh	1.9					

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	390	89	37	285	56	19
Future Vol, veh/h	390	89	37	285	56	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	75	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	433	99	41	317	62	21

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	433	0	832	433
Stage 1	-	-	-	-	433	-
Stage 2	-	-	-	-	399	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1127	-	339	623
Stage 1	-	-	-	-	654	-
Stage 2	-	-	-	-	678	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1127	-	324	623
Mov Cap-2 Maneuver	-	-	-	-	324	-
Stage 1	-	-	-	-	654	-
Stage 2	-	-	-	-	648	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	17.6
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	369	-	-	1127	-
HCM Lane V/C Ratio	0.226	-	-	0.036	-
HCM Control Delay (s)	17.6	-	-	8.3	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	0.9	-	-	0.1	-

Intersection	
Int Delay, s/veh	5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	179	217	13	1	188	32	8	4	4	24	2	125
Future Vol, veh/h	179	217	13	1	188	32	8	4	4	24	2	125
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	199	241	14	1	209	36	9	4	4	27	2	139

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	244	0	0	256	0	0	945	893	248	880	882	227
Stage 1	-	-	-	-	-	-	646	646	-	229	229	-
Stage 2	-	-	-	-	-	-	299	247	-	651	653	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1322	-	-	1309	-	-	242	281	791	268	285	812
Stage 1	-	-	-	-	-	-	460	467	-	774	715	-
Stage 2	-	-	-	-	-	-	710	702	-	457	464	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1322	-	-	1309	-	-	172	231	791	227	235	812
Mov Cap-2 Maneuver	-	-	-	-	-	-	172	231	-	227	235	-
Stage 1	-	-	-	-	-	-	379	385	-	638	714	-
Stage 2	-	-	-	-	-	-	586	701	-	370	382	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	3.6	0	21.8	14.1
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	232	1322	-	-	1309	-	-	563
HCM Lane V/C Ratio	0.077	0.15	-	-	0.001	-	-	0.298
HCM Control Delay (s)	21.8	8.2	0	-	7.8	0	-	14.1
HCM Lane LOS	C	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0.5	-	-	0	-	-	1.2

Intersection	
Int Delay, s/veh	9.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	45	143	27	22	136	18	28	97	21	19	61	49
Future Vol, veh/h	45	143	27	22	136	18	28	97	21	19	61	49
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	50	159	30	24	151	20	31	108	23	21	68	54

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	404	330	95	414	346	119	122	0	0	131	0	0
Stage 1	137	137	-	182	182	-	-	-	-	-	-	-
Stage 2	267	193	-	232	164	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	557	589	962	549	577	933	1465	-	-	1454	-	-
Stage 1	866	783	-	820	749	-	-	-	-	-	-	-
Stage 2	738	741	-	771	762	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	418	566	962	405	555	933	1465	-	-	1454	-	-
Mov Cap-2 Maneuver	418	566	-	405	555	-	-	-	-	-	-	-
Stage 1	846	770	-	801	732	-	-	-	-	-	-	-
Stage 2	560	724	-	583	750	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16.3	15.1	1.4	1.1
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1465	-	-	554	552	1454	-	-
HCM Lane V/C Ratio	0.021	-	-	0.431	0.354	0.015	-	-
HCM Control Delay (s)	7.5	0	-	16.3	15.1	7.5	0	-
HCM Lane LOS	A	A	-	C	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	2.2	1.6	0	-	-

MOVEMENT SUMMARY

Site: Combined (2024) AM - Phase 4 (300 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.567	9.9	LOS A	5.0	128.0	0.72	0.54	34.7
3	L2	310	2.0	0.567	9.9	LOS A	5.0	128.0	0.72	0.54	33.9
8	T1	349	2.0	0.567	9.9	LOS A	5.0	128.0	0.72	0.54	33.8
18	R2	73	2.0	0.059	3.4	LOS A	0.3	8.4	0.39	0.21	38.0
Approach		734	2.0	0.567	9.2	LOS A	5.0	128.0	0.69	0.51	34.2
East: Airport Road											
1u	U	1	2.0	0.741	21.0	LOS C	10.2	258.1	1.00	1.14	31.1
1	L2	127	2.0	0.741	21.0	LOS C	10.2	258.1	1.00	1.14	32.0
6	T1	424	2.0	0.741	21.0	LOS C	10.2	258.1	1.00	1.14	32.1
16	R2	111	2.0	0.108	4.4	LOS A	0.6	16.4	0.58	0.42	41.7
Approach		663	2.0	0.741	18.2	LOS B	10.2	258.1	0.93	1.02	33.4
North: NC 22											
7u	U	1	2.0	0.932	45.5	LOS D	21.5	546.1	1.00	1.56	23.1
7	L2	68	2.0	0.932	45.5	LOS D	21.5	546.1	1.00	1.56	22.7
4	T1	539	2.0	0.932	45.5	LOS D	21.5	546.1	1.00	1.56	22.7
14	R2	322	2.0	0.415	9.9	LOS A	3.2	81.2	0.87	0.80	34.1
Approach		930	2.0	0.932	33.2	LOS C	21.5	546.1	0.96	1.30	25.6
West: Airport Road											
5u	U	2	2.0	0.768	28.9	LOS C	9.6	243.6	1.00	1.21	27.4
5	L2	96	2.0	0.768	28.9	LOS C	9.6	243.6	1.00	1.21	26.8
2	T1	136	2.0	0.768	28.9	LOS C	9.6	243.6	1.00	1.21	26.8
12	R2	187	2.0	0.768	28.9	LOS C	9.6	243.6	1.00	1.21	26.2
Approach		420	2.0	0.768	28.9	LOS C	9.6	243.6	1.00	1.21	26.5
All Vehicles		2748	2.0	0.932	22.5	LOS C	21.5	546.1	0.89	1.01	29.4

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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MOVEMENT SUMMARY

Site: Combined (2024) PM - Phase 4 (300 units)

Airport Road Residential
Roundabout

Movement Performance - Vehicles											
Mov ID	OD Mov	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate per veh	Average Speed mph
South: NC 22											
3u	U	2	2.0	0.705	17.7	LOS B	8.9	226.8	1.00	1.07	31.9
3	L2	87	2.0	0.705	17.7	LOS B	8.9	226.8	1.00	1.07	31.2
8	T1	438	2.0	0.705	17.7	LOS B	8.9	226.8	1.00	1.07	31.1
18	R2	191	2.0	0.705	8.3	LOS A	8.9	226.8	0.72	0.62	34.9
Approach		718	2.0	0.705	15.2	LOS B	8.9	226.8	0.93	0.95	32.0
East: Airport Road											
1u	U	1	2.0	0.492	11.8	LOS B	4.4	111.2	0.93	0.89	35.3
1	L2	111	2.0	0.492	11.8	LOS B	4.4	111.2	0.93	0.89	36.5
6	T1	204	2.0	0.492	11.8	LOS B	4.4	111.2	0.93	0.89	36.6
16	R2	131	2.0	0.492	7.9	LOS A	4.4	111.2	0.81	0.70	38.6
Approach		448	2.0	0.492	10.7	LOS B	4.4	111.2	0.89	0.83	37.1
North: NC 22											
7u	U	1	2.0	0.438	8.3	LOS A	3.4	85.3	0.71	0.57	35.5
7	L2	132	2.0	0.438	8.3	LOS A	3.4	85.3	0.71	0.57	35.3
4	T1	326	2.0	0.438	8.3	LOS A	3.4	85.3	0.71	0.57	35.2
14	R2	140	2.0	0.120	4.1	LOS A	0.7	18.1	0.49	0.31	37.5
Approach		599	2.0	0.438	7.3	LOS A	3.4	85.3	0.66	0.51	35.7
West: Airport Road											
5u	U	1	2.0	0.889	36.0	LOS D	16.6	422.3	1.00	1.35	25.2
5	L2	203	2.0	0.889	36.0	LOS D	16.6	422.3	1.00	1.35	24.7
2	T1	301	2.0	0.889	36.0	LOS D	16.6	422.3	1.00	1.35	24.7
12	R2	127	2.0	0.889	36.0	LOS D	16.6	422.3	1.00	1.35	24.2
Approach		632	2.0	0.889	36.0	LOS D	16.6	422.3	1.00	1.35	24.6
All Vehicles		2397	2.0	0.889	17.9	LOS B	16.6	422.3	0.87	0.93	31.1

Level of Service (LOS) Method: Delay (HCM 2000).
Roundabout LOS Method: Same as Signalised Intersections.
Vehicle movement LOS values are based on average delay per movement
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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February 6, 2019

Rynal Stephenson, PE
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609

SUBJECT: Caropines Residential (Airport Road Residential)
Phasing for Roadway Improvements

Dear Mr. Stephenson,

Thank you for providing the additional analysis and phasing recommendations for the proposed Caropines Residential Development to be located on SR 1843 (Airport Road). We have reviewed the additional information as well as the original TIA review letter and offer the following comments regarding phasing of the roadway improvements.

Phase 1 – 50 Single Family Homes (40 AM Trips, 52 PM Trips)

- Construct an exclusive eastbound right-turn lane at the intersection of Airport Road and Avenue of the Carolinas with a minimum of 75 feet of storage and appropriate taper.
- Install all-way stop control at the intersection of Airport Road and Niagara Carthage Road if it is warranted and approved by NCDOT.

Phase 2 – 150 Single Family Homes (111 AM Trips, 150 PM Trips)

- Construct an exclusive westbound left-turn lane at the intersection of Airport Road and Avenue of the Carolinas with a minimum of 75 feet of storage and appropriate taper. The developer has the option of constructing this improvement during Phase 1.
- Construct Site Drive #1 along Airport Road and provide one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage and a right-turn lane with a minimum of 75 feet of storage and appropriate taper).

- Provide stop control for Site Drive #1.
- Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper at the proposed Site Drive #1.
- Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper at the proposed Site Drive #1.
- Construct an exclusive northbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- Construct an exclusive westbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

Phase 3 – 300 Single Family Homes (218 AM Trips, 292 PM Trips)

- Construct an exclusive southbound left-turn lane at the existing roundabout located at the intersection of NC 22 and Airport Road. Provide a minimum of 150 feet of storage and appropriate taper. Provide two inner circulatory lanes in the western quadrant of the roundabout.
- Additional analysis may be provided by the developer for review by NCDOT at this time to re-evaluate the need for this improvement.

The roadway improvements listed above will be triggered by the number of single-family homes associated with each phase or the equivalent number of trips generated by other development combinations. The specified number of homes and/or trips for each phase will be the maximum buildout of the development before the improvements must be constructed. Please be aware that any future site expansion beyond the original scope may result in further roadway improvements being required by the Department. If further information is needed, please advise.

Sincerely,

DocuSigned by:
Matthew Kitchen, P.E.
DE44C69F4BC74D9...

Matthew W. Kitchen, PE
District Engineer

MWK: mer

CC: Brandon Jones, PE
David Willett
John Grant, PE
Josh Brooks, PE
Chris Kennedy
Bob Koontz
File

From: James Michel
To: Jennifer Hunt
Cc: BJ Grieve
Subject: RE: Caropines Phases 3B, 4 and 5 FULL application
Date: Monday, May 9, 2022 9:03:38 AM

Jennifer,

Updated comments below.

James Michel, PE, MBA
Town of Southern Pines
Town Engineer/Asst. Public Works Director
801 SE Service Road
Southern Pines, NC 28387
(910)692-1983

From: James Michel <>
Sent: Wednesday, April 13, 2022 3:35 PM
To: Jennifer Hunt <JHunt@southernpines.net>
Cc: BJ Grieve <BJGrieve@southernpines.net>
Subject: RE: Caropines Phases 3B, 4 and 5 FULL application

Jennifer,

Below are my comments on the application packet.

1. It is unclear at this time as to how sewer will be extended to serve the proposed phases based on the current layout. The layout does not take into account the existing topography of the area and appears to require additional lift stations or significant realignment of the proposed lot and street layouts to work. The development is already served a sewer lift station that the Town maintains. Additional lift stations would be an unnecessary burden on current and future utility customers. It is also noted that the conceptual waterline layouts do not address the Town's waterline looping requirements either.
2. The TIA amendment that was submitted with the PDP application packet does not provide adequate analysis to justify the reduction of the previously approved roadway improvements identified in the 2018 TIA and NCDOT Letter dated February 6. 2019. Changes to the previous recommendations should be accompanied by a new TIA with updated analysis. The language in the Roadways section of the applicants narrative should be revised as follows "the developer will adhere to all requirements as determined by NCDOT and the Town".
3. The Phase 1 Improvements identified in the NCDOT Letter, including the construction of an eastbound turn lane on Airport Road, were to be completed with the approval of 50 single family homes. The Phase 1 improvements have not be completed to date.

Thanks

James Michel, PE, MBA

Town of Southern Pines
Town Engineer/Asst. Public Works Director
801 SE Service Road
Southern Pines, NC 28387
(910)692-1983

From: Jennifer Hunt
Sent: Tuesday, April 12, 2022 2:54 PM
To: James Michel <JMichel@southernpines.net>
Subject: Caropines Phases 3B, 4 and 5 FULL application

Hi James,

Here is their full application.

Sincerely,

Jennifer Hunt
Planner I
Town of Southern Pines
801 SE Service Road
Southern Pines, NC 28387

Office: (910) 692-4003
Planning Dept. - Ext. 3

From: James Michel
To: Jennifer Hunt
Cc: BJ Grieve
Subject: RE: Caropines Phases 3B, 4 and 5 FULL application
Date: Wednesday, April 13, 2022 3:35:19 PM

Jennifer,

Below are my comments on the application packet.

1. It is unclear at this time as to how sewer will be extended to serve the proposed phases based on the current layout. The layout does not take into account the existing topography of the area and appears to require additional lift stations or significant realignment of the proposed lot and street layouts to work. The development is already served a sewer lift station that the Town maintains. Additional lift stations would be an unnecessary burden on current and future utility customers. It is also noted that the conceptual waterline layouts do not address the Town's waterline looping requirements either.
2. The TIA amendment that was submitted with the PDP application packet does not provide adequate analysis to justify the reduction of the previously approved roadway improvements identified in the 2018 TIA and NCDOT Letter dated February 6. 2019. Changes to the previous recommendations should be accompanied by an new TIA with update analysis.
3. The Phase 1 Improvements identified in the NCDOT Letter, including the construction of an eastbound turn lane on Airport Road, were to be completed with the approval of 50 single family homes. The Phase 1 improvements have not be completed to date.

Thanks

James Michel, PE, MBA
Town of Southern Pines
Town Engineer/Asst. Public Works Director
801 SE Service Road
Southern Pines, NC 28387
(910)692-1983

From: Jennifer Hunt
Sent: Tuesday, April 12, 2022 2:54 PM
To: James Michel <JMichel@southernpines.net>
Subject: Caropines Phases 3B, 4 and 5 FULL application

Hi James,

Here is their full application.

Sincerely,

Jennifer Hunt
Planner I
Town of Southern Pines

801 SE Service Road
Southern Pines, NC 28387

Office: (910) 692-4003
Planning Dept. - Ext. 3

From:	Jennifer Hunt
To:	"JuarezPozos, Dagoberto"; Cindy Williams
Cc:	BJ Grieve; James Michel; Kitchen, Matthew W; Carlo Pardo; "perrys@c-sprop.com"; "John May"; "Paul Saathoff"; Bob Koontz
Subject:	RE: [External] PD-05-22 Preliminary Development Plan Application
Date:	Thursday, April 7, 2022 10:49:00 AM
Attachments:	image003.png Caropines Phase 3B, 4 and 5 TIA.pdf image001.png

Good afternoon Dago and Caropines development team,

I have attached the TIA for these three phases (3B, 4 and 5) that was submitted with their PDP application. Bob Koontz and Paul Saathoff with Koontz Jones Design is the "Appointment of Agent" for Caropines Ventures. Bob and Paul address the Roadway improvements in the submitted narrative. See below. Bob, Paul and Dago, please let me know the conclusion you come to so that I am able to relay the most accurate information to the Planning Board and Town Council. Thank you.

Roadways

Roadways will be constructed in accordance with Section 5.5.1 of the CDP document. A Traffic Impact Assessment (TIA) has been provided showing the phasing of development within the property. The addition of 218 units (total of 368 lots including the previously approved PDP) will trigger the improvements under Phase 2 & 3 as described in the letter from NCDOT dated February 6, 2019 (provided). The maximum buildout before requiring the improvements as described in Phase 3 is 300 units.

As stated in the NCDOT letter dated February 6, 2019, additional analysis and review with NCDOT may occur to re-evaluate the need for these improvements. If further traffic studies and review by NCDOT determine a change in the required Phase 2 & 3 improvements, the developer will adhere to all requirements as determined by NCDOT. Any additional traffic studies or changes in the improvement requirements required by NCDOT will be provided to the Town of Southern Pines for review.

Additional analysis from Ramey Kemp & Associates regarding the proposed phases has been provided in a letter dated March 14, 2022.

Sincerely,

Jennifer Hunt
Planner I
Town of Southern Pines
801 SE Service Road
Southern Pines, NC 28387

Office: (910) 692-4003
Planning Dept. - Ext. 3

From: JuarezPozos, Dagoberto <djuarezpozos@ncdot.gov>
Sent: Thursday, April 7, 2022 9:09 AM
To: Cindy Williams <CWilliams@southernpines.net>
Cc: BJ Grieve <BJGrieve@southernpines.net>; James Michel <JMichel@southernpines.net>; Jennifer Hunt <jhunt@southernpines.net>; Kitchen, Matthew W <mwkitchen@ncdot.gov>
Subject: RE: [External] PD-05-22 Preliminary Development Plan Application

Cindy,

For this one we will need the developer or the engineer to submit an updated planned phasing of the Caropines development. Will also need to see the projected Am and PM trip volumes from each phase along with the anticipated build-out time. Once we have that we will compare that to the attached phasing plan approval and determine which improvements, if any, are triggered with each phase.

Thank you,

Dago

Dagoberto Pozos, P.E.
Assistant District Engineer
Division 8 District 2

910-944-7621 Office
djuarezpozos@ncdot.gov

902 North Sandhills Blvd.
Aberdeen, NC 28315

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Cindy Williams <CWilliams@southernpines.net>
Sent: Tuesday, April 5, 2022 1:37 PM
To: Archie Daniel <adaniel@southernpines.net>; Cindi King <CKing@southernpines.net>; Cory Albers <calbers@southernpines.net>; David Byrd <DByrd@southernpines.net>; James Michel

<JMichel@southernpines.net>; Ken Skipper <KSkipper@southernpines.net>; Maurice Holland <mbholland63@gmail.com>; JuarezPozos, Dagoberto <djuarezpozos@ncdot.gov>; ncsandhillsrcw@fws.gov; Pete Campbell <director@rluac.com>; ISTRE, RONALD <ristre@southernpines.net>; Scotty Malta <smalta@moorecountyairport.com>
Cc: Jennifer Hunt <jhunt@southernpines.net>; Cindy Williams <CWilliams@southernpines.net>
Subject: [External] PD-05-22 Preliminary Development Plan Application

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.

Good afternoon,

Please review the attached Public Hearing Notice and respond with any comments or concerns.

Sincerely,

Cindy Williams, CZO
Planning Department
Town of Southern Pines
801 SE Service Road, Southern Pines, NC 28387
(910) 692-4003

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 6, 2019

Rynal Stephenson, PE
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609

SUBJECT: Caropines Residential (Airport Road Residential)
Phasing for Roadway Improvements

Dear Mr. Stephenson,

Thank you for providing the additional analysis and phasing recommendations for the proposed Caropines Residential Development to be located on SR 1843 (Airport Road). We have reviewed the additional information as well as the original TIA review letter and offer the following comments regarding phasing of the roadway improvements.

Phase 1 – 50 Single Family Homes (40 AM Trips, 52 PM Trips)

- Construct an exclusive eastbound right-turn lane at the intersection of Airport Road and Avenue of the Carolinas with a minimum of 75 feet of storage and appropriate taper.
- Install all-way stop control at the intersection of Airport Road and Niagara Carthage Road if it is warranted and approved by NCDOT.

Phase 2 – 150 Single Family Homes (111 AM Trips, 150 PM Trips)

- Construct an exclusive westbound left-turn lane at the intersection of Airport Road and Avenue of the Carolinas with a minimum of 75 feet of storage and appropriate taper. The developer has the option of constructing this improvement during Phase 1.
- Construct Site Drive #1 along Airport Road and provide one (1) ingress lane and two (2) egress lanes (a left-turn lane with full length storage and a right-turn lane with a minimum of 75 feet of storage and appropriate taper).

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 8-DISTRICT 2
902 N. SANDHILLS BLVD, ABERDEEN, NC

Telephone: (910) 944-7621
Fax: (910) 944-5623
Customer Service: 1-877-368-4968
Website: www.ncdot gov

Location:
902 N. SANDHILLS BLVD
ABERDEEN, NC 28315

- Provide stop control for Site Drive #1.
- Construct an exclusive westbound left-turn lane on Airport Road with a minimum of 75 feet of storage and appropriate taper at the proposed Site Drive #1.
- Construct an exclusive eastbound right-turn lane on Airport Road with a minimum of 150 feet of storage and appropriate taper at the proposed Site Drive #1.
- Construct an exclusive northbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- Construct an exclusive westbound right-turn slip lane on Airport Road at the NC 22 roundabout with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

Phase 3 – 300 Single Family Homes (218 AM Trips, 292 PM Trips)

- Construct an exclusive southbound left-turn lane at the existing roundabout located at the intersection of NC 22 and Airport Road. Provide a minimum of 150 feet of storage and appropriate taper. Provide two inner circulatory lanes in the western quadrant of the roundabout.
- Additional analysis may be provided by the developer for review by NCDOT at this time to re-evaluate the need for this improvement.

The roadway improvements listed above will be triggered by the number of single-family homes associated with each phase or the equivalent number of trips generated by other development combinations. The specified number of homes and/or trips for each phase will be the maximum buildout of the development before the improvements must be constructed. Please be aware that any future site expansion beyond the original scope may result in further roadway improvements being required by the Department. If further information is needed, please advise.

Sincerely,

DocuSigned by:
Matthew Kitchen, P.E.
DE44C69F4BC74D9...

Matthew W. Kitchen, PE
District Engineer

MWK: mer

CC: Brandon Jones, PE
David Willett
John Grant, PE
Josh Brooks, PE
Chris Kennedy
Bob Koontz
File

Agenda Item

To: **Planning Board**

From: **Jennifer Hunt, Planner I**

Subject: **PD-02-22: Planned Development - Preliminary Development Plan for the new development of Ace Hardware, a retail building, Phase 1; Applicant: Rhetson Companies, Inc. Authorized Agent: Koontz Jones Design**

Date: **May 19, 2022**

I. SUMMARY OF APPLICATION REQUEST:

The applicant has applied for a preliminary development plan for the purpose of relocating the existing Ace Hardware into a larger building. The proposed Ace Hardware development will be located in the Planned Development known as Southern Pines Ace Hardware. This plan is for the development of Phase 1. The proposed commercial building is 64,825 square feet located on 9.11 acres in the Town of Southern Pines city limit on the lot west of where the existing Ace Hardware is presently located. See figure 4 for the proposed site plan for Phase 1. The subject property is on Airport Road. The total site area is 12.62 acres. An extension of Capital Drive will be built with this project to connect Airport Road and NC HWY 22 via Olive Tree Lane on the east.

The proposed development is located in the Airport Hazard Overlay zone as well as within the Little River (Intake No.2) watershed which is designated as a high-quality watershed. The proposed development is designated as traditional mixed use on the future land use map in the comprehensive long-range plan. See figure 2. The GIS mapping shows water availability. The sewer main line will need to be extended to provide accessibility to this site. The subject property is identified as PIN: 857300963887 (PARID: 00033603) and per the Moore County tax records, the property owner is listed as Southern Pines Ace Land Company, LLC. The other subject property is identified as PIN: 857300974411 (PARID: 00033604) and per the Moore County tax records, the property owner is listed as Tyler's Ridge Business Park, LLC.

The project was to be originally presented with Planning Board on April 21, 2022. However, on April 11, 2022 Bob Koontz left BJ Grieve, Planning Director, a voicemail requesting to continue this project until May 19, 2022. A "Postponed Until Further Notice" memo was mailed on April 6, 2022 to adjacent property owners following our UDO guidelines and subsequent notification requirements were met as explained later in this report. The continuation was requested because the applicant and Moore County Airport were addressing items of concern.

Figure 1: Vicinity & Current Zoning Map (Subject Property outlined in Red)

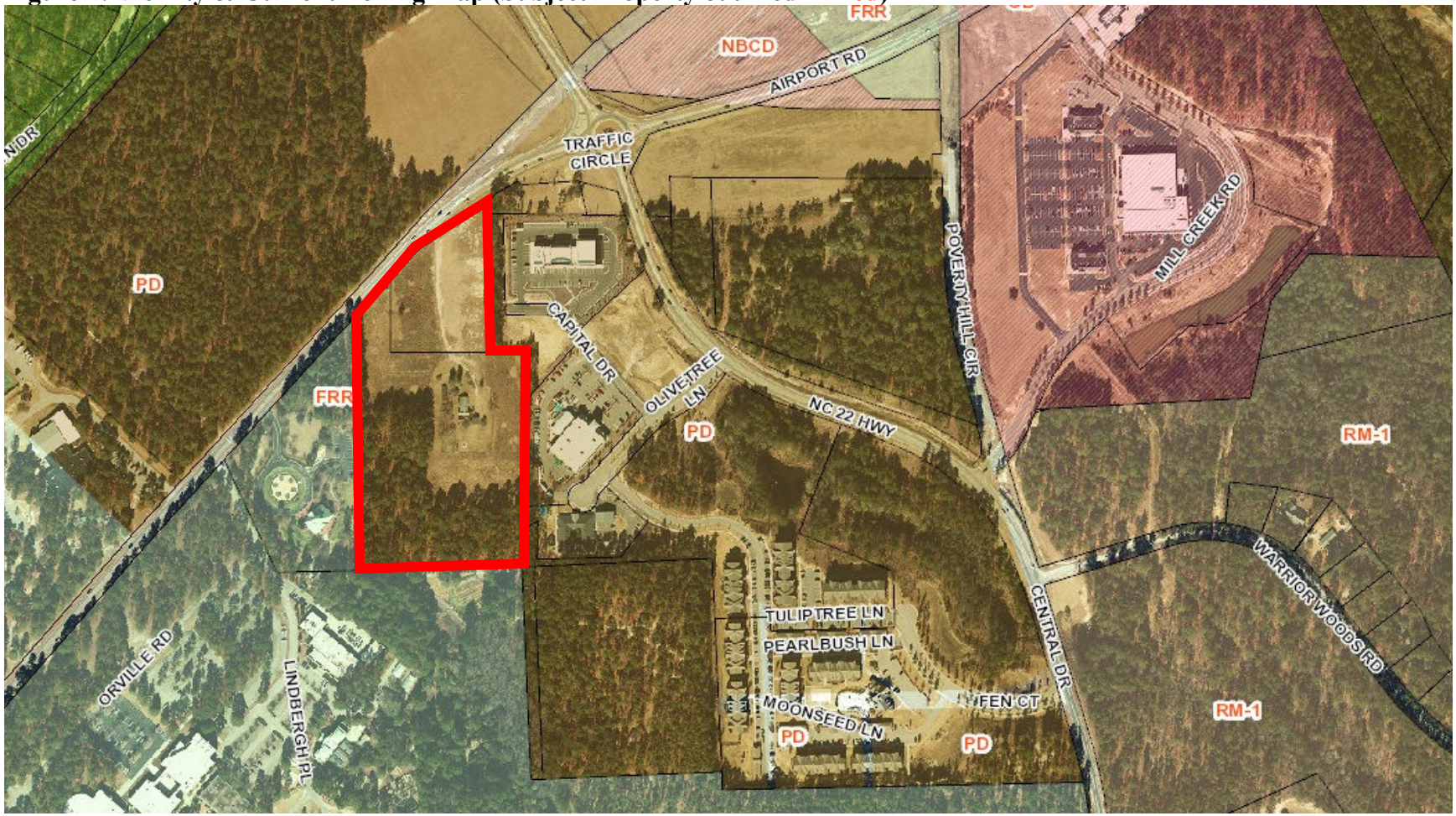


Figure 2: Future Land Use Map (Subject Property outlined in Red)

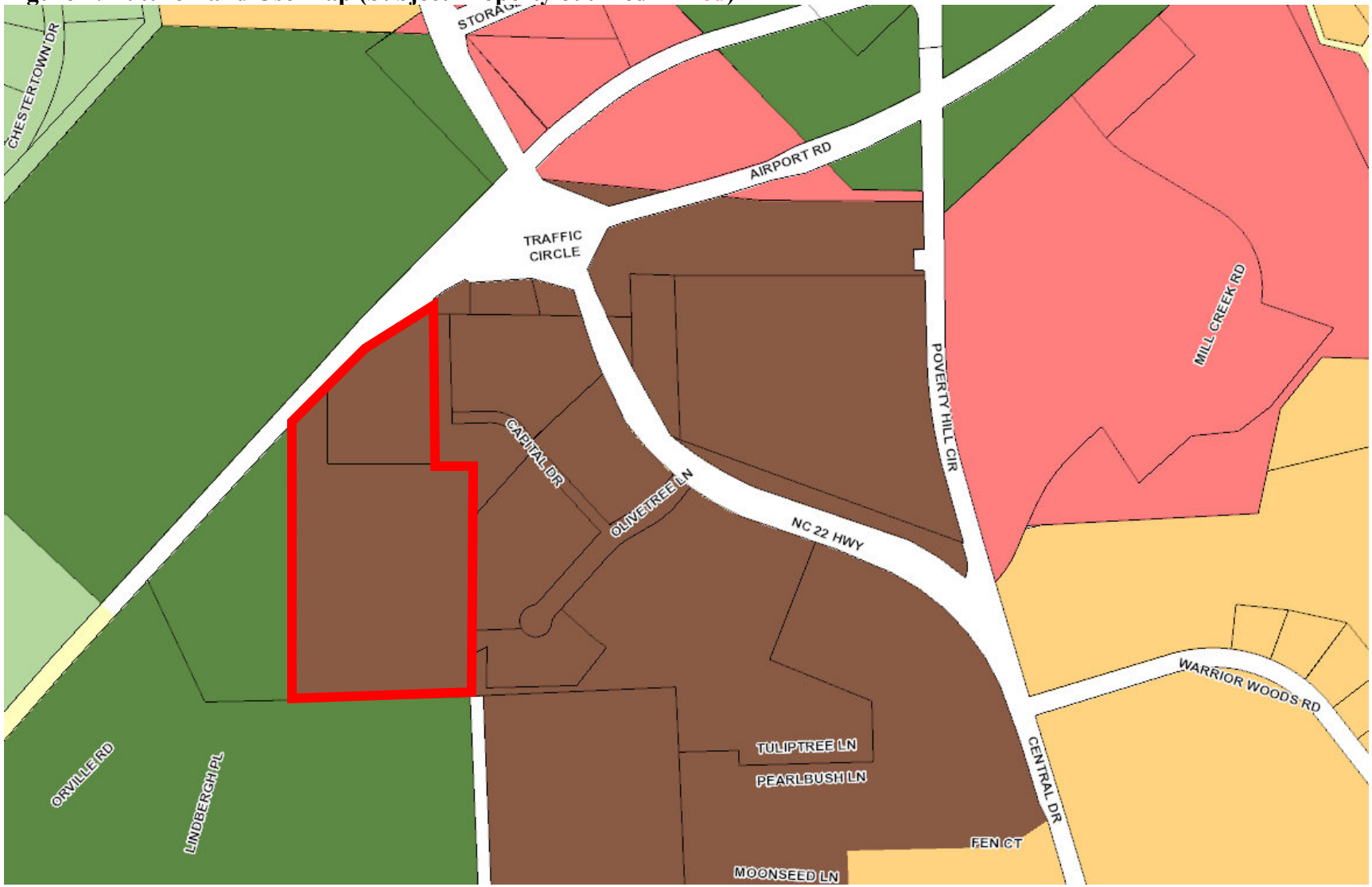


Figure 3: Conceptual Development Plan Layout (PD-01-22)

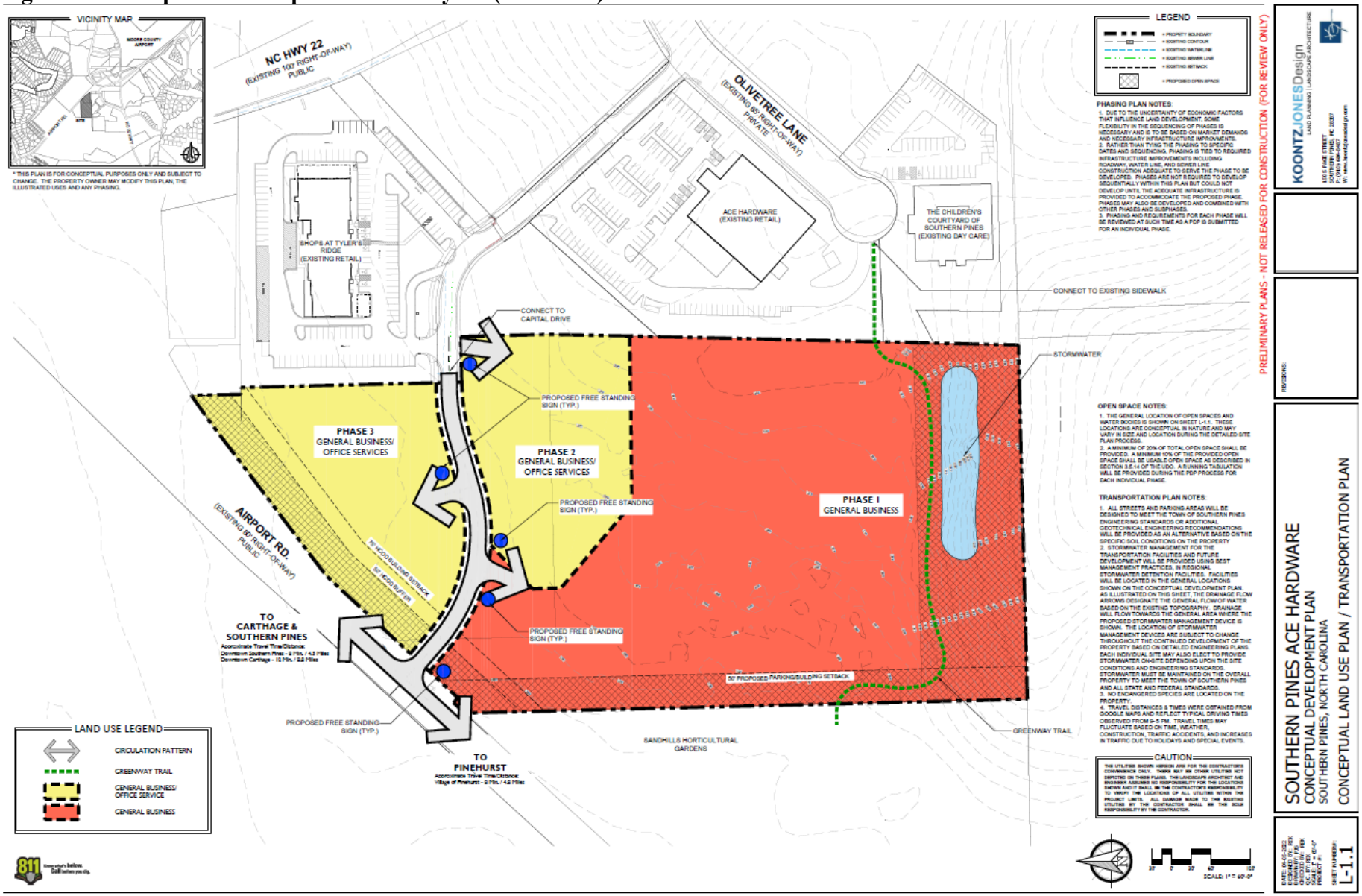
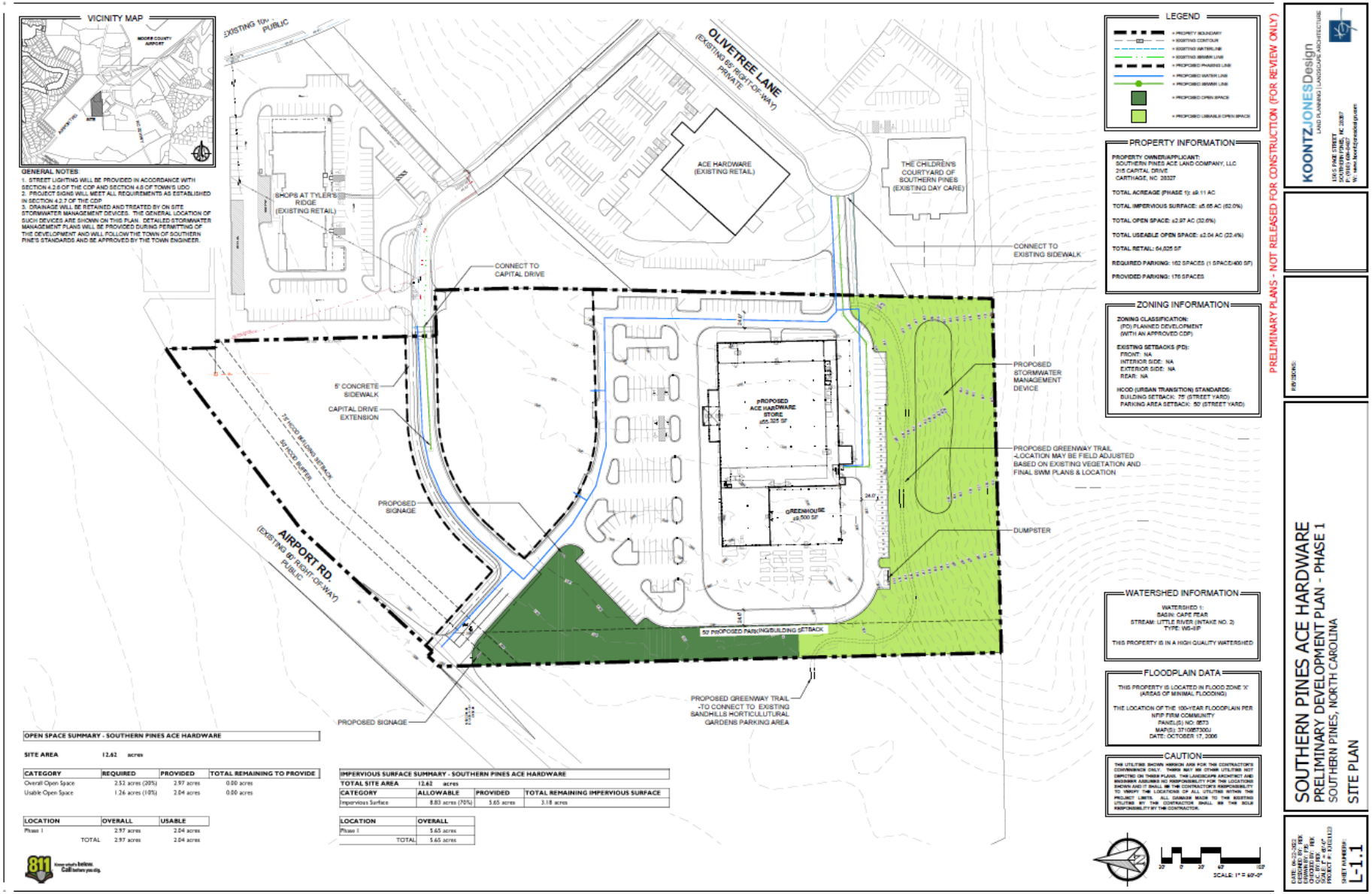


Figure 4: Proposed Preliminary Development Plan - Site Plan Phase 1



II. STAFF REVIEW:

A. Criteria for Review:

The criteria for review and approval of the second step in the process, Preliminary Development Plan, are as follows:

Preliminary Development Plan - UDO § 2.18.5(H):

1. *The application demonstrates that it will achieve the purposes of the PDD and this section;*
2. *The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;*
3. *The proposed Development is located in an area of the Town that is appropriate; and*
4. *The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services.*

B. Staff Comments:

i. Consistency evaluation with the Unified Development Ordinance (UDO) and the Southern Pines Ace Hardware Conceptual Development Plan (CDP), PD-01-22:

- The applicant has stated that public water and sewer utilities will be installed for this site during this phase, Phase 1. The applicant will build the 64,825 square foot building to relocate the existing Ace Hardware into a larger facility. An adequate parking facility will be built as well as the extension of Capital Drive to connect Airport Road and NC Highway 22 via Olivetree Lane.

- The applicant submitted the Traffic Impact Analysis (TIA) for Phase 1 in February 2022 by Ramey Kemp & Associates, Inc. The study analyzes site access for the proposed development via one (1) full movement driveway along Airport Road, and connections to Olivetree Lane and Capital Drive. The TIA is part of the attachments.

  The Following recommendations from the TIA are "Recommended Improvements by Developer" on page E-3 and E-4 listed below:

  - ***NC 22 and Airport Road***
    - *Construct an exclusive eastbound (Airport Road) right-turn lane slip lane with a minimum of 150 feet of storage with appropriate decel and taper. Provide yield control for the slip lane.*

- ***NC 22 and Olivetree Lane***
  - *Monitor intersection for signalization prior to buildout of the proposed development and install once warranted and approved by NCDOT.*

- ***Airport Road and Site Drive 1***
  - *Construct the northbound approach (Site Drive 1) with one ingress lane and two egress lanes striped as exclusive right and left-turn lanes.*
  - *Provide stop-control for the northbound approach (Site Drive 1).*
  - *Construct an exclusive eastbound (Airport Road) right-turn lane with a minimum of 100 feet of storage and appropriate decel and taper.*
  - *Construct an exclusive westbound (Airport Road) left-turn lane with a minimum of 150 feet of storage and appropriate decel and taper.*

- The Town Engineer requested more specific information as to which improvements will be made with this PDP. However, there is no resolution yet.

- The applicant is compliant with the vision for the project in developing a commercial and office center that will be carefully integrated into the surrounding area, per Section 2.2 of the approved CDP. The master plan calls for commercial, retail, restaurant and office use.

- The applicant is continuing the greenway trail system connecting the community trail system from Reservoir Park to connect with the property. A trail connection will be made from the sidewalks on Olivetree Lane to the property boundary on the western side of the property. In addition, the proposed greenway trail will connect along the southern portion of the property connecting to the existing parking area at the Sandhills Horticultural Gardens.

- The applicant proposes a total of 2.97 acres of open space with 2.04 acres of usable open space in Phase 1. The provided open space consists of the greenway trail connection, stormwater management facility and the 50' setback along the western property boundary.

- Landscape standards will meet or exceed the Town of Southern Pines UDO Section 3.5.14 (H). Landscape buffers will be installed per the UDO. The buffer is not only required where the actual greenway trail is located but will be provided according to the UDO requirements additionally along the property as well.

- There are no setbacks required for the PD zoning classification. The applicant is proposing a voluntary 50' building and parking setback along the western property boundary adjacent to the Sandhills Horticultural Gardens, carefully integrating into the surrounding community. The portion of the property located along Airport Road in the Urban Transition Highway Corridor Overlay (HCO) will have a 400' buffer. Other areas of the property outside the HCO will have the buffer associated with the standards of the UDO.

- The applicant will have parking located on three sides of the building. Parking areas will be landscaped per Southern Pines UDO Section 4.5. Parking views will be screened from adjoining roadways as required by the Southern Pines UDO and the approved CDP Section 4.2.3.

- Any proposed signage will be required to be compliant with the Sign Code in UDO §4.6. Signs for "Shopping Centers" will follow Section 4.6.13 and maintain a Unified Sign Plan.

ii. General Comments:

- The public hearing for this request at the Town Council will be evidentiary in format and will follow the procedures set forth in UDO §2.14.

- On March 4, 2022 the applicant sent in a letter and asked to postpone the PDP from the scheduled March 24, 2022 Planning Board meeting to the April 21, 2022 Planning Board meeting.

- On Monday, March 14, 2022 Cindy Williams mailed the "Hearing Postponed Until Further Notice" to eleven adjacent property owners: County of Moore, Board of Trustees, The Shops at Tylers Ridge LLC, Tyler's Ridge POA, Inc., Southern Pines Ace Land Company LLC, Sandhills Community College, Tyler's Ridge Business Park LLC, Tylers Ridge Apartments, LLC, MDC NC3, LP, Sandhills Independent School and Tyler's Ridge Phase II, LLC.

- On Wednesday, April 6, 2022 Cindy Williams mailed the "Hearing Postponed Until Further Notice" to eleven adjacent property owners: County of Moore, Board of Trustees, The Shops at Tylers Ridge LLC, Tyler's Ridge POA, Inc., Southern Pines Ace Land Company LLC, Sandhills Community College, Tyler's Ridge Business Park LLC, Tylers Ridge Apartments, LLC, MDC NC3, LP, Sandhills Independent School and Tyler's Ridge Phase II, LLC.

- On April 11, 2022 a voicemail from Bob Koontz was received by BJ Grieve, Planning Director, to request the PDP be continued until the May 19, 2022 Planning Board regular meeting.

- On Monday, May 2, 2022 Cindy Williams mailed the "Notice of Public Preliminary Forum" to eleven adjacent property owners: County of Moore, Board of Trustees, The Shops at Tylers Ridge LLC, Tyler's Ridge POA, Inc., Southern Pines Ace Land Company LLC, Sandhills Community College, Tyler's Ridge Business Park LLC, Tylers Ridge Apartments, LLC, MDC NC3, LP, Sandhills Independent School and Tyler's Ridge Phase II, LLC.

C. Outside Agency Comments:

- A request for comments was emailed to agencies on March 3, 2022. Agencies notified include Town of Southern Pines Streets, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), Sandhills Community College, the Moore County Airport Authority and the North Carolina Department of Transportation (NCDOT).

    - On March 4, 2022 Dagoberto JuarezPozos with NCDOT provided comment that they are working with the developer on the access to Airport Road. Once they "get everything straight" then they will be able to issue a driveway permit.

    - On March 8, 2022 RLUAC did not have any comments. On April 28, 2022 the Public Hearing Notice was sent for public agency comments. RLUAC did not respond to the second notice.

    - On April 5, 2022 J. Alan Butler, President with Sandhills Horticultural Society, provided a letter of support for the Ace Hardware expansion. Please see the attachments for the full letter.

    - A request for comments with a copy of the site plan (see Figure 4) was emailed to agencies on April 28, 2022. Agencies notified include Town of Southern Pines Streets, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), Sandhills Community College, and the North Carolina Department of Transportation (NCDOT).

III. ATTACHMENTS:

The following materials are provided as attachments to this staff memorandum:

1. Preliminary Development Plan Application
2. Deed
3. Preliminary Development Plan Narrative/Justification

4. Conceptual Development Plan
5. Preliminary Development Existing Conditions & Site Plan
6. Traffic Impact Analysis

Additional documents related to this application including (but not limited to) property deeds, Authorization of Agent forms, email correspondence, meeting minutes and adjacent property notification records are on file in the Town of Southern Pines Planning Office and available for public inspections during normal business hours.

IV. PLANNING BOARD ACTION:

Pursuant to North Carolina General Statute §160D-301(b)(6) and Unified Development Ordinance §2.5.2, the Planning Board may hold a Preliminary Forum on a matter requiring a quasi-judicial decision by the Town Council. However, no part of the forum or any recommendation may be used as a basis for the deciding board.

Therefore, the Planning Board may wish to use the following motion to identify issues to bring to the attention of the Town Council at the evidentiary hearing.

I move to adopt the following for transmission to the Town Council as a result of the May 19, 2022 Preliminary Forum on application PD-02-22, Southern Pines Ace Hardware:

The information presented at the forum indicated that the following issues be considered in applying the criteria for a PDP to application PD-02-22:

1.

In addition, the following concerns were raised during the forum, but do not seem to apply in determining whether the PDP criteria are satisfied:

1.

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Town of Southern Pines North Carolina — Chartered 1887

Planned Development District
Preliminary Development Plan

REQUIRED APPLICATION MATERIALS:

_____ **Application fee** in the amount of **$1,800.00 plus $25.00 per lot.**

_____ **Completed Application** for a Planned Development District - Preliminary Development Plan signed by the applicant.

_____ **Appointment of Agent**, if applicable, signed by the property owner(s) and the agent.

____ **List of Adjacent Property Owners:** Please list all properties that are that are within two hundred (200) feet of the outermost boundaries of the subject property **(not counting streets, railroads or other transportation corridors)**. Attach additional pages if needed. No fewer than ten (10) property owners shall be notified by mail.

_____ **Written narrative** describing the application's consistency with the Conceptual Development Plan, the UDO, and any other applicable regulations.

_____ **Neighborhood meeting records** if not provided in conjunction with an application for Conceptual Development Plan approval or if additional meetings have been held.

_____ **Additional documentation:** Additional text and/or maps to demonstrate consistency with **UDO §2.18.5(H) Criteria (1) through (4)**.

_____ **PDD Preliminary Development Plan:** One (1) full-size copy of a preliminary plat or scaled drawings of the entire tract to be subdivided. Please refer to the **UDO Appendices** for plan requirements.

_____ **Drainage concept plan** if applicable.

_____ **Traffic Impact Analysis** if applicable.

_____ **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net.

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff review**: Planning staff will review the application and notify the applicant if additional information or materials are needed.
2. **Public hearing**: The applicant is expected to attend a public hearing on the application before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.) The Town Council will consider evidence and testimony presented and may approve, conditionally approve or deny the request.
3. **Approval**: Please refer to UDO **§2.18.5(I) Effect of Approval**.

Town of Southern Pines
Chartered 1887
North Carolina

Planned Development District Preliminary Development Plan Application

Fee: $_____ Date Received: _____ Case No.: PD-____-____

Project Information:

Project Name: ACE Hardware Preliminary Development Plan - Phase 1

Physical Address: TBD Capital Drive, Southern Pines, NC

PIN: 857300963887 and 857300974411 Parcel ID: 00033603 and 00033604

Site Size: 8.7 acres +/-, final acreage to be determined by final Survey Zoning: PD

Applicant:

Name(s): Rhetson Companies, Inc.

Email: tony@rhetson.com Phone: (910) 944-0881

Mailing Address: 2075 Juniper Lake Road, West End, NC 27376

Authorized Agent, if different from Applicant:

Name(s): Koontz Jones Design

Email: bkoontz@koontzjones.com Phone: (910) 684-8487

Mailing Address: 150 S. Page Street, Southern Pines, NC 28387

Legal Property Owner(s), if different from Applicant:

Name(s): Southern Pines Ace Land Company, LLC

Email: RSaunders@southernpinesace.com Phone: _____

Mailing Address: 215 Capital Drive, Whispering Pines, NC 28327

TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council for approval of a Planned Development District – Preliminary Development Plan as required by the Town of Southern Pines Zoning Ordinance. The following information is submitted in support of this application:

The property which is the subject of this application is located on the South side of Airport Road (St./Ave.), between Capital Drive (St./Ave.) and Lindbergh Place (St./Ave.). The property has a frontage of approx. 660 feet and a depth of approx. 892 feet.

The request is based upon **Section 2.18.5** of the **Town of Southern Pines Unified Development Ordinance**. The proposed use of the property is as follows:

General business to include a hardware supply store

Date: 2/11/2022

Applicant

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net

APPOINTMENT OF AGENT

The undersigned owner(s), Randall Saunders, hereby appoint(s) Rhetson Companies, Inc. as the exclusive agent for the purpose of making an application to the Town of Southern Pines for the approval of the Planned Development District – Preliminary Development Plan described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;

2. to appear at public meetings and give representation and comments on behalf of the owner(s);

3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the approval of a Planned Development District – Preliminary Development Plan; and

4. to act on behalf of the property owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Planned Development District -Preliminary Development Plan under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 10th day of February, 2022.

DocuSigned by:
15E62DA8C010476...
Property Owner

Property Owner

Agent

APPOINTMENT OF AGENT

The undersigned owner(s), Randall Saunders, hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for the approval of the Planned Development District – Preliminary Development Plan described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;

2. to appear at public meetings and give representation and comments on behalf of the owner(s);

3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the approval of a Planned Development District – Preliminary Development Plan; and

4. to act on behalf of the property owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Planned Development District -Preliminary Development Plan under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 10th day of February, 2022.

DocuSigned by:
15E62DA8C010476...
Property Owner

Property Owner

Agent

DocuSign Envelope ID: EA0680FA-43AE-4E3D-B1B5-898664A0A65A

UDO §2.18 Planned Development

§2.18.5(H) Preliminary Development Plan Criteria

(1) The application demonstrates that it will achieve the purposes of the PDD and this section;

(2) The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;

(3) The proposed Development is located in an area of the Town that is appropriate; and

(4) The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services.

SOUTHERN PINES ACE HARDWARE - ADJACENT PROPERTIES

PIN	PARID	NAME	NAME2	ADDRESS	CITY	STATE	ZIP	DEED_BOOK	DEED_PAGE
858309060116	00033106	SANDHILLS COMMUNITY COLLEGE	BOARD OF TRUSTEES	3395 AIRPORT RD	PINEHURST	NC	28374	905	541
857300963887	00033603	FRYE, DONALD	SHORT, BETSY FRYE & PHIBBS, CLARA MAE F	12671 THIRD BRANCH COURT	CHESTERFIELD	VA	23832	VOL 103	662
857300974411	00033604	TYLER'S RIDGE BUSINESS PARK, LLC		35 MARTIN DR	CARTHAGE	NC	28327	4705	265
858300063709	00035777	TYLER'S RIDGE PHASE II, LLC		890 ELM GROVE RD	ELM GROVE	WI	53122	3918	351
857300968680	00035939	HBM1, LLC		351 WAGONER DRIVE STE 329	FAYETTEVILLE	NC	28303	4898	415
857312868871	00037050	SANDHILLS COMMUNITY COLLEGE	BOARD OF TRUSTEES	3395 AIRPORT RD	PINEHURST	NC	28374	937	262
857308878977	00038510	SANDHILLS COMMUNITY COLLEGE		3395 AIRPORT RD	PINEHURST	NC	28374	306	405
857300952219	00991683	MOORE COUNTY COMMUNITY COLLEGE	BOARD OF TRUSTEES	2200 AIRPORT RD	PINEHURST	NC	28374	270	375
857312967113	10001650	SANDHILLS COMMUNITY COLLEGE	BOARD OF TRUSTEES	3395 AIRPORT RD	PINEHURST	NC	28374	905	544
858300070284	20110244	TYLER'S RIDGE BUSINESS PARK, LLC		35 MARTIN DR	CARTHAGE	NC	28327	3914	109
857300977346	20110245	TYLER'S RIDGE BUSINESS PARK, LLC		35 MARTIN DR	CARTHAGE	NC	28327	3914	109
857300969862	20150295	TYLER'S RIDGE PROPERTY OWNERS	ASSOCIATION, INC	35 MARTIN DRIVE	CARTHAGE	NC	28327-933	4541	172
857300968936	20150296	SOUTHERN PINES ACE LAND	COMPANY, LLC	215 CAPITAL DR	CARTHAGE	NC	28327	4541	175
857300978532	20190157	THE SHOPS AT TYLERS RIDGE LLC		35 MARTIN DR	CARTHAGE	NC	28327	5159	43
857300976238	20190158	TYLER'S RIDGE BUSINESS PARK, LLC		35 MARTIN DR.	WHISPERING PINES	NC	28327	3914	109
857300765594	00038506	SANDHILLS INDEPENDENT SCHOOL	CAMPUS ASSOCIATION, LLC	PO BOX 290	SOUTHERN PINES	NC	28388	4400	128
857300976723	00032134	COUNTY OF MOORE		PO BOX 905	CARTHAGE	NC	28327	4047	117

For Registration Register of Deeds
Judy D. Martin

Moore County, NC
Electronically Recorded
November 22, 2021 4:50:32 PM
Book: 5749 Page: 375 - 379 #Pages: 5

Fee: $26.00 NC Rev Stamp: $3,900.00

Instrument # 2021025565

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument prepared by: Frank C. Thigpen, Thigpen and Jenkins, L.L.P.
Mail after recording to: Grantee

Revenue Stamps-$3900.00

Brief description for the index: 9.59 Acres +/- McNeill Township

This Deed made this 16th day of November, 2021 by and between:

GRANTOR:	GRANTEE:
BETSY FRYE SHORT and husband, FRANCIS MICHAEL SHORT **DONALD FRYE and wife, LESLIE FRYE** **CLARA FRYE PHIBBS and husband, JAY PHIBBS**	**SOUTHERN PINES ACE LAND COMPANY LLC,** **A North Carolina Limited Liability Company** 215 Capital Drive Whispering Pines, NC 28327

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

BEING ALL OF THAT 9.59 ACRES, MORE OR LESS, TRACT SHOWN ON A MAP DATED OCTOBER 3, 2012, PREPARED UNDER THE SUPERVISION OF RYAN MCBRIDE, REGISTERED LAND SURVEYOR AND RECORDED IN PLAT CABINET 15, SLIDE 772 IN THE MOORE COUNTY REGISTRY AND TO WHICH REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF.

The above described parcel does not include the principal residence of the Grantor.

Being the same property as described in Deed Book 4227, Page 203, Moore County Registry.

Submitted electronically by "Robbins May & Rich LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

TO HAVE AND TO HOLD THE AFORESAID LOT OR PARCEL OF LAND AND ALL PRIVILEGES AND APPURTENANCES THERETO BELONGING TO THE GRANTEE IN FEE SIMPLE.

And the Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple and has the right to convey in fee simple; that the title is marketable and free and clear of all encumbrances and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the matters of record, matters shown on the aforesaid plat, zoning and other ordinances and valorem taxes not yet due and payable.

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

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

Betsy Frye Short (SEAL)
Betsy Frye Short

Francis M Short (SEAL)
Francis Michael Short

Donald F. Frye (SEAL)
Donald Frye

Mary Leslie Frye (SEAL)
Leslie Frye

_____ (SEAL)
Clara Frye Phibbs

_____ (SEAL)
Jay Phibbs

TO HAVE AND TO HOLD THE AFORESAID LOT OR PARCEL OF LAND AND ALL PRIVILEGES AND APPURTENANCES THERETO BELONGING TO THE GRANTEE IN FEE SIMPLE.

And the Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple and has the right to convey in fee simple; that the title is marketable and free and clear of all encumbrances and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the matters of record, matters shown on the aforesaid plat, zoning and other ordinances and valorem taxes not yet due and payable.

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

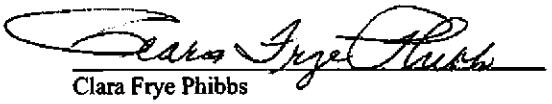
N WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

_____ (SEAL)
Betsy Frye Short

_____ (SEAL)
Francis Michael Short

_____ (SEAL)
Donald Frye

_____ (SEAL)
Leslie Frye


_____ (SEAL)
Clara Frye Phibbs

_____ (SEAL)
Jay Phibbs

STATE OF NC
COUNTY OF Moore

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Betsy Frye Short and husband, Francis Michael Short.**

Date: 11/18/21

Notary Public

My Commission expires: 1/11/26

KAMI LEIGH DAVID
NOTARY PUBLIC
Moore County
North Carolina
My Commission Expires

STATE OF NC
COUNTY OF Moore

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Donald Frye and wife, Leslie Frye.**

Date: 11/18/21

Notary Public

My Commission expires: 1/11/26

KAMI LEIGH DAVID
NOTARY PUBLIC
Moore County
North Carolina
My Commission Expires

STATE OF _____
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Clara Frye Phibbs and husband, Jay Phibbs.**

Date: _____

Notary Public

My Commission expires: _____

STATE OF _____
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Betsy Frye Short and husband, Francis Michael Short.**

Date: _____

_____
Notary Public

My Commission expires:_____

STATE OF _____
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Donald Frye and wife, Leslie Frye.**

Date: _____

_____
Notary Public

My Commission expires:_____

STATE OF New York
COUNTY OF Essex

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Principal(s): **Clara Frye Phibbs and husband, Jay Phibbs.**

Date: 11/17/21

Stephanie Holmquist
Notary Public

My Commission expires: 4/23/22

Stephanie Elizabeth Holmquist
Notary Public, State of New York
Saratoga County #01HO6374169
Commission Expires Apr. 23, 2022

PURCHASE AND SALE AGREEMENT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Purchase and Sale Agreement and any addendum or modification made in accordance with its terms (collectively, the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Tyler's Ridge Business Park, LLC, 35 Martin Drive, Whispering Pines, North Carolina 28327

JBO

(b) "Buyer": Southern Pines ACE Land, LLC 215 Capital Drive, Carthage, North Carolina 28327.

(c) "Property": 3.812 acres as shown on plat recorded in Plat Cabinet 19, Slide 193, Moore County Registry (the Property shall include all that real estate described thereon together with all appurtenances thereto including the improvements located thereon).

(d) "Purchase Price":

$700,000.00

JBO $ 5,000.00

JBO $ 695,000.00

paid in U.S. Dollars upon the following terms:

BY EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by personal check within five (5) days of the Effective Date of this Contract.

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Earnest Money Deposit shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller (without regard to the amount thereof) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent": Standard Title LLC, Raleigh, North Carolina. Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed this offer or the final counteroffer, if any, and (2) such signing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) [reserved].

JBO

(j) ~~"Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on~~ None ~~, time being of the essence.~~

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on December 21, 2021 JBO RBS (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

2. BUYER'S DUE DILIGENCE PROCESS:

(a) Loan: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) Property Investigation: Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but not limited to the following:

(i) Soil And Environmental: Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
(ii) Septic/Sewer System: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
(iii) Water: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
(iv) Review of Documents: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
(v) Appraisals: An appraisal of the Property
(vi) Survey: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
(vii) Zoning and Governmental Regulation: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
(viii) Flood Hazard: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
(ix) Utilities and Access: Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
(x) Streets/Roads: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
(xi) Sale/Lease of Existing Property: As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for

a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "**Termination Notice**") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), time being of the essence. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☐ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☒ Other: Line of Credit at First Citizens Bank loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of 695,000.00 for a term of _____ year(s), at an initial interest rate not to exceed _____% per annum (the "Loan").

JTBO

(b) [reserved].

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
(i) any loan obtained by Buyer, including charges by an owners' association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
(iii) determining restrictive covenant compliance;
(iv) appraisal;
(v) title search;
(vi) title insurance;
(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(viii) recording the deed; and
(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller has owned the Property for at least one year.

(b) **Assessments:** To the best of Seller's knowledge there are not any Proposed Special Assessments.

Seller warrants that there are not any Confirmed Special Assessments.

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments.

(d) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent.

All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a general warranty deed for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law.

(i) [reserved].

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration and (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) [reserved].

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
(b) **Rents:** Rents, if any, for the Property;
(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed. Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does not elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("**Delaying Party**"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("**Non-Delaying Party**") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the

parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. POSSESSION: Unless otherwise provided herein possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

11. ACCESS EASEMENTS:

12. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

17. NOTICES: All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) when personally delivered or (b) one (1) business day after proper prepaid deposit for next-day delivery to a national overnight courier service providing evidence of delivery, postage prepaid, addressed to the party to whom or which notice is to be given at the address hereinabove set forth therefor. The rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or communication sent. The addresses hereinabove set forth may be changed as to any party upon at least ten (10) days prior notice thereof to the other party.

18. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of
North Carolina.

[the remainder of this page intentionally left blank]

This offer shall become a binding contract on the Effect ve Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER

[redacted] Ace Lewis Company LLC

By:
Its:
Date:

SELLER

Tyler's Ridge Business Park, LLC

By: James S O'Malley
Its: Sole Member
Date: 12/2/2021

I, JEFFREY L. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4705, PAGE 265, BOOK 3914 PAGE 109); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS INDICATED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FURTHER AS REQUIRED PER G.S. 47-30(F)(11), I JEFFREY L. GREEN, CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 22ND DAY OF NOVEMBER, A.D., 2021

PROFESSIONAL LAND SURVEYOR

L-3422
LICENSE NUMBER

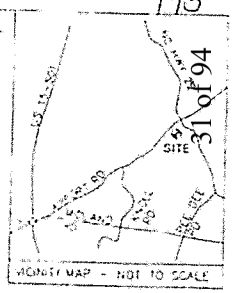
SEAL L-3422 JEFFREY L. GREEN 11/22/21

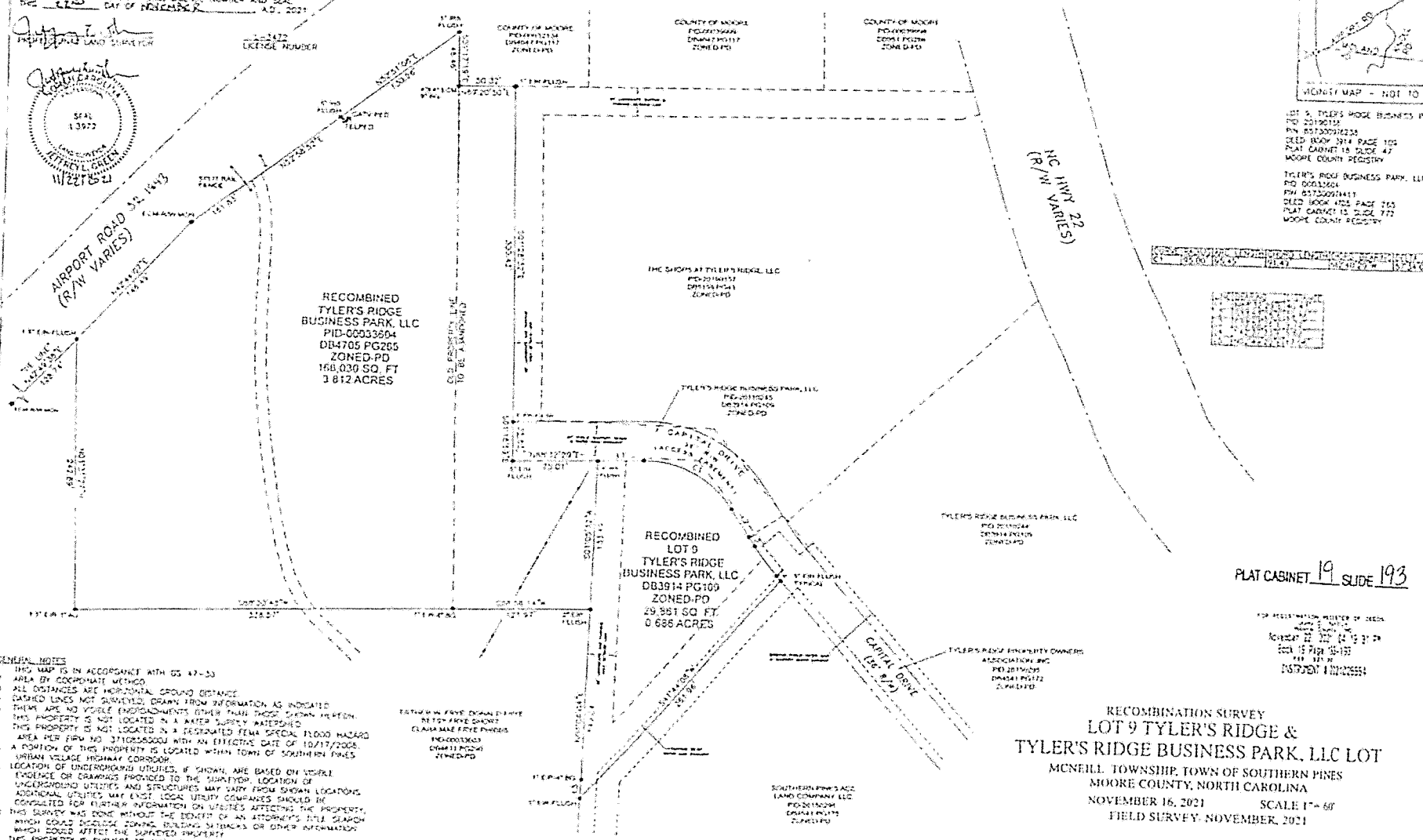
I HEREBY CERTIFY THAT THE SURVEY SHOWN AND DESCRIBED HEREON IS SOLELY FOR THE PURPOSE OF RECOMBINING EXISTING LOTS. THE SURVEY SHOWN BELOW AND DESCRIBED HEREON IS EXEMPT FROM THE SOUTHERN PINES UNIFIED DEVELOPMENT ORDINANCE (UDO) BY DEFINITION AND/OR ORDINANCE AND NO APPROVAL OF THIS SURVEY IS REQUIRED BY THIS OFFICE.

Cindy Williams Just Right 11/22/21
SUBDIVISION ADMINISTRATOR DATE

I, Gabriel Walker, REVIEW OFFICER OF MOORE COUNTY, NORTH CAROLINA, CERTIFY THAT THE MAP OR PLAT WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Gabriel Walker 11-22-21
REVIEW OFFICER DATE




AIRPORT ROAD SR 1643
(R/W VARIES)
NC HWY 22
(R/W VARIES)
CAPITAL DRIVE
(SR 1729)
RECOMBINED
TYLER'S RIDGE
BUSINESS PARK, LLC
PID-00033604
DB4705 PG265
ZONED-PD
166,030 SQ. FT
3.812 ACRES
RECOMBINED
LOT 9
TYLER'S RIDGE
BUSINESS PARK, LLC
DB3914 PG109
ZONED-PD
29,361 SQ. FT.
0.686 ACRES
THE SHOPS AT TYLER'S RIDGE, LLC
TYLER'S RIDGE BUSINESS PARK, LLC
TYLER'S RIDGE PROPERTY OWNERS ASSOCIATION, INC
SOUTHERN PINES ACE HARDWARE
SOUTHERN PINES ACE LAND COMPANY, LLC
COUNTY OF MOORE
PROPOSED 50' SEWER EASEMENT
PROPOSED 30' ACCESS EASEMENT
EXISTING 30' ACCESS EASEMENT
EXISTING 50' SEWER EASEMENT
EXISTING 30' ACCESS EASEMENT
EXISTING 50' SEWER EASEMENT
PROPOSED 30' ACCESS EASEMENT
PROPOSED 50' SEWER EASEMENT
PROPOSED 30' ACCESS EASEMENT
PROPOSED 50' SEWER

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement is made as of December 14, 2021 by Tyler's Ridge Business Park, LLC, 35 Martin Drive, Whispering Pines, North Carolina 28327, ("**Seller**") and Southern Pines Ace Land Company LLC, 215 Capital Drive, Carthage, North Carolina 28327 ("**Buyer**") in order to amend the Purchase and Sale Agreement therebetween dated as of December 2, 2021.

1. Capital Drive. Insert the provision hereinafter set forth as Section 11.

   11. **ACCESS**: Seller hereby agrees and covenants with Buyer that (a) Seller shall effectuate the amendment of the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in Book 4541, Page 152, Moore County Registry (the "**Declaration**") pursuant to which (i) the Property shall constitute a "Lot" under the Declaration and shall thus benefit from, inter alia, all rights related to Capital Drive and (ii) the Frye Tract shall constitute a "Lot" under the Declaration and shall thus benefit from, inter alia, all rights related to Capital Drive (provided, however, that Buyer reserves the right to subdivide or reconfigure the Property and the Frye Tract pursuant to which any one or more tracts subdivided therefrom shall constitute a "Lot" under the Declaration and shall thus benefit from, inter alia, all rights related to Capital Drive), (b) the remainder of Capital Drive shall be transferred to Tyler's Ridge Property Owners Association, Inc. (the "POA") not later than December 31, 2021, (c) Buyer shall convey a thirty-six-foot-wide portion of the Property (or, at its option, a portion of the Property and a portion of the Frye Tract) to the POA, in a location consistent with Buyer's development plans for the Property and the Frye Tract, in order to extend Capital Drive to Airport Road (the "**Capital Drive Extension**"), (d) Buyer shall convey, and POA shall accept, conveyance of the Capital Drive Extension upon the completion thereof, and (e) the Capital Drive Extension shall, upon its conveyance to the POA, constitute a portion of Capital Drive for purposes of the Declaration. "**Capital Drive**" means the roadway designated as Capital Drive, including complete and incomplete portions thereof, as shown on the Plat. "**Frye Tract**" means the 9.59-acre tract shown on map recorded in Plat Cabinet 15, Slide 772, Moore County Registry.

2. Settlement Date. Strike "December 21, 2021" from Section 1(l) and insert "January ~~15~~21, 2022" in lieu thereof.

3. Capitalized Terms. All capitalized terms otherwise undefined herein shall be defined as set forth in the Agreement.

4. References. All references in the Agreement to "this Agreement" shall be deemed to refer to the Agreement as amended hereby.

5. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

6. Conflict. This Amendment shall, in the event of a conflict between this Amendment and the Agreement, control.

BUYER

Southern Pines Ace Land Company LLC

By: Randall Saunders
Its: Manager
Date: December ___, 2021

SELLER

Tyler's Ridge Business Park, LLC

By: James O'Malley
Its: Manager
Date: December 21 2021

SOUTHERN PINES ACE HARDWARE – PHASE 1
PRELIMINARY DEVELOPMENT PLAN (PDP) NARRATIVE

The development of the property described as Southern Pines Ace Hardware – Phase 1 in the submitted exhibits will be completed as a hardware supply store with square footage totaling approximately +/- 64,825 sf. Overall, the project will cover a total of approximately 8.7 acres including the proposed hardware supply store and the extension of Capital Drive which will connect to Airport Road. All information, descriptions and calculations included in this application are related to the development of this parcel of property.

Phase 1 of the project will include the development of a ±64,825 SF Ace Hardware store and adequate parking facility. Phase 1 will also include an extension of Capital Drive which will provide access to this development and adjacent developments from Airport Road and NC Highway 22 via Olivetree Lane. The new Ace Hardware store will be accessed from the Capital Drive extension and will also have service access from the Olivetree Lane roundabout. The overall character of the development will provide a high-quality commercial center that will be carefully integrated into the surrounding area and compatible with the surrounding development areas. Architectural themes, landscaping and design elements common to Southern Pines will be utilized as described in the Town of Southern Pines UDO or in the CDP document.

The project falls within the Cape Fear, Little River (Intake No. 2) watershed which is designated as a high-quality watershed. A watershed protection permit has been submitted to the Town of Southern Pines. The project also falls within foraging partitions of one active and one abandoned red-cockaded woodpecker (RCW) cluster. Dr. J. H. Carter III and Associates have conducted a foraging habitat analysis for the property which has been reviewed by the US Fish and Wildlife Service (USFW). The review letter from USFW has been submitted to the town. There are no floodplains or wetlands located on the property. The project will fully comply with all general notes and standards included in the approved Southern Pines Ace Hardware Conceptual Development Plan (CDP).

Design standards for individual elements of the development are described below.

- **Pedestrian Connectivity**
  - Pedestrian access will be provided throughout the site. Continuing with the character of the existing infrastructure, a sidewalk will be installed along the North Side of the Capital Drive extension. A sidewalk connection to the existing sidewalk on Olivetree Lane will also be provided. Parking areas throughout the site will connect to sidewalks leading to the building entrances and provide accessible access as required by state and federal standards. Internal walks will connect to the sidewalk infrastructure surrounding the site.
  - In an effort to continue the greenway trail system in this area and connect the developent to the community trail system, a trail connection will be made from the sidewalks on Olivetree Lane to the property boundary on western side of the property. This will provide an opportunity to connect to the adjacent property

and would not prohibit a future greenway connection to the Airport Road trail system. The proposed greenway trail will run along the southern portion of the property and will connect to the existing parking area at the Sandhills Horticultural Gardens.

- **Parking**
  - Parking areas will be designed and landscaped per Town of Southern Pines Unified Development Ordinance standards in Section 4.3.
  - Parking will be located on three sides of the building. Parking views will be screened from adjoining roadways as required by the Town of Southern Pines UDO and approved CDP documents.
- **Streets and Access**
  - Main access to the property as described in this PDP will be provided from Capital Drive. Phase 1 of the project will provide an extension of Capital Drive which will connect to Airport Road and provide full motion access to/from Airport Road. Access to the property from NC Highway 22 will also be available via Olivetree Lane and the Capital Drive connection. A driveway connection to the existing Olivetree Lane cul-de-sac will also be provided allowing for service access to the southern end of the proposed building.
  - Plans will be coordinated with the Town of Southern Pines and NCDOT.
  - A Traffic Impact Analysis (TIA) has been provided with this application. The applicant will comply with the findings of this TIA and required improvements of NCDOT
- **Landscaping**
  - Landscaping will be provided as required by the Town of Southern Pines UDO in Section 4.3. This will include tree islands, parking lot landscaping and streetscape plantings.
- **Lighting**
  - All lighting on the property will follow Section 5.5.6 of the CDP and Section 4.2.6 of the UDO. Lighting levels along streets and in parking areas will be provided to meet the UDO standards for safety and match the existing community. Proposed lighting fixtures will match previous phases of development. All light will be projected downward to limit any light spilling onto adjacent properties.
- **Open Space**
  - Required open space for the overall Southern Pines Ace Hardware developement per section 4.2.2 of the CDP is 20%. A minimum of 10% of the provided open space shall be usable open space as described in section 3.5.14 of the UDO. While no open space is required for each individual phase of the development, the overall development must meet the open space requirements.
  - Phase 1, as described in this PDP, will provide a total of ±2.32 acres of open space and ±2.11 acres of useable open space. Provided open space consists of the greenway trail connection, stormwater management facility, and the 50' setback provided along the western property boundary.
  - An updated 'running' tabulation for the overall Southern Pines Ace Hardware property has been provided on Sheet L.1.1 of the submission set.
- **Stormwater**
  - The property is located within a state regulated and protected drainage basin. As such stormwater design will fully comply with all aspects of applicable local and

state standards and regulations for storm water management and watershed protection, including specific requirements for erosion and sedimentation control. Best management practices at the time of development for each phase shall be utilized in accordance with NCDEQ guidance. Drainage facilities will be located in the general locations as shown on the conceptual site plan included in this application. These locations are subject to change throughout the continued development of the property based on detailed engineering and grading plans. Stormwater must be maintained on the overall property to meet the Town of Southern Pines, NCDEQ, and any other stormwater regulations.

- Stormwater management devices will be provided as necessary and required to control stormwater runoff for the property. All stormwater will be piped to the general area as identified on Sheet L.1.1 of the submission set. It is intended that the stormwater management device shown on Sheet L-1.1 will be a regional facility and will be designed and constructed to accomadate the runoff from all phases of the overall Southern Pines Ace Hardware property shown in the CDP
- Drainage facilities will be located in the general location as shown on Sheet L-1.1 of the submittal set. The location and size are subject to change based on engineering needs and requirements. Detailed plans and calculations for the facility will be provided during the detailed site engineering process.

- **Utility Service**
  - Adequate water and sewer service can be provided by the Town of Southern Pines to service this development. Utilities are currently located in close proximity to this property. All utilities on the site will be located underground and installed per the policies of the local utility providers and the Town of Southern Pines.
- **Buffers/Setbacks**
  - A 400’ Urban Transition Highway Corridor Overlay is present along Airport Road. Setbacks and standards within the first 400’ along Airport Road will follow the Highway Corridor Overlay District (HCOD) guidelines. Portions of the property outside of the Highway Corridor Overlay Districts, will follow the standards of the UDO
  - Based on the location of the building and PD zoning classification no setbacks are required. However, a 50’ voluntary building and parking setback will be provided along the western property boundary adjacent to the Sandhills Horiticultural Gardens.
  - Buildings and parking associated with the hardware supply store comply with the buffer and setback regulations of the UDO and Southern Pines Ace Hardware CDP.
  - Landscape buffer planting areas of 10’ have been provided along all parking boundary areas and meet the Town’s UDO standards in Section 4.3.
- **Architectural Character**
  - The proposed Ace Hardware building will be required to meet the standards of the commercial building design guidelines described in Section 4.10 of the Town of Southern Pines UDO. Architectural plans must be reviewed and approved by the Town’s Architectural Review Board (ARB) prior to building permit authorization.

- **Signage**
  - All signage will be designed in conformance with the requirements of the Town of Southern Pines UDO in Section 4.6. Signs for “Shopping Centers” will follow Section 4.6.13 and maintain a Unified Sign Plan.
  - Sign location as shown on Sheet L-1.1 of the submission set are permitted in the CDP. Signage, internal to the development, may be provided throughout the property for purposes of identification and wayfinding.
  - Overall Shopping Center signs, along Airport Road, may include signage for businesses from the adjoining retail buildings and shopping center area for parcels with access along Capital Drive and Olivetree Lane.

The descriptions and conditions described above will apply to the development as indicated in the Preliminary Development Plan document. The proposed plan utilizes the CDP’s development standards and implements the first phase of development within the Southern Pines Ace Hardware development. This phase of development meets the standards of the Southern Pines Ace Hardware CDP. Should the CDP be amended, any standards indicated on the attached plans may be amended to accommodate the revised standard, without requiring amendment to these PDP documents.

In summary, the proposed PD – PDP and surrounding developent is consistent with the Town's Comprehensive Long-Range Plan (CLRP) and promotes its objectives. The CLRP designates the property as Traditional Mixed-Use. This PDP contains a retail building within the overall and adjacent mixed-use development, and will be similar in scale and size to these developments. The approved CDP describes a master planned mixed-use development. The proposed PDP is the commencement of the first phase of development for Southern Pines Ace Hardware.

EXHIBIT A

Southern Pines Ace Hardware – Phase 1
Preliminary Development Plan Justification

Below are listed the four (4) criteria required to approve a Preliminary Development Plan (PDP) application as described in Section 2.18.5(H) of the Town of Southern Pines Unified Development Ordinance (UDO). Following the individual criteria is an explanation, indicated in red, describing how the project demonstrates compliance with each of these criteria.

A Preliminary Development Plan is permitted if the Applicant demonstrates that:

(1) The application demonstrates that it will achieve the purposes of the PDD and this section;

The PDP conforms to all standards set forth in the Conceptual Development Plan (CDP) and the standards set forth in the UDO. The plans included with the CDP demonstrates the overall compliance with the UDO and this PDP follows the standards of the CDP. The PD District, Comprehensive Long-Range Plan (CLRP) and the CDP all encourage a traditional mixed-use development that reflects the standards of the existing area that surrounds the phase of development described in the PDP. The PDP submitted meets these goals.

(2) The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;

The PDP is consistent with and meets all standards and requirements provided in the CDP plans, and conforms to the standards of the UDO. The hardware supply store is consistent with the proposed development program and allowable uses in the CDP. The development of a +/- 64,825 sf retail building is consistent with the Conceptual Land Use Plan shown on Sheet L 1.1 of the CDP master plan.

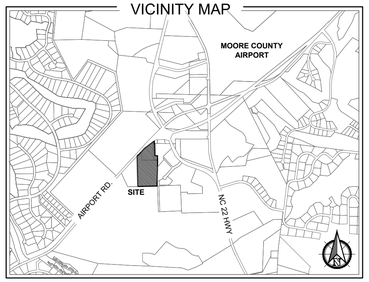
(3) The proposed Development is located in an area of the Town that is appropriate; and

The PDP is consistent with the CDP and the surrounding community which includes a mixed-use building (office, medical office, and restaurant), hardware supply store, multi-family apartment, and child day care center. The CLRP, which takes into account surrounding land uses, designates this property as traditional mixed-use. The development of the hardware supply store included in the PDP is consistent with the surrounding land uses and appropriate for this area. With the development standards set forth in the UDO and CDP, the PDP will be compatible with the surrounding neighborhoods and land uses.

(4) The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services

Water and sewer utilities are readily available for the project. Water and sewer utilities are located in Captial Drive, Olivetree Lane, and Airport Road. Stormwater management devices will be provided as necessary and required to control stormwater runoff for the property. All stormwater will be piped to the general area as identified on Sheet L.1.1 of the PDP submission set. The location and size are subject to change based on engineering needs and requirements. Detailed plans and calculations for the facility will be provided during the detailed site engineering process.

VICINITY MAP



* THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY AND SUBJECT TO CHANGE. THE PROPERTY OWNER MAY MODIFY THIS PLAN, THE ILLUSTRATED USES AND ANY PHASING.

NC HWY 22
(EXISTING 100' RIGHT-OF-WAY)
PUBLIC

OLIVETREE LANE
(EXISTING 65' RIGHT-OF-WAY)
PRIVATE

SHOPS AT TYLER'S RIDGE
(EXISTING RETAIL)

ACE HARDWARE
(EXISTING RETAIL)

THE CHILDREN'S COURTYARD OF SOUTHERN PINES
(EXISTING DAY CARE)

CONNECT TO EXISTING SIDEWALK

CONNECT TO CAPITAL DRIVE

STORMWATER

PROPOSED FREE STANDING SIGN (TYP.)

PHASE 3
GENERAL BUSINESS/
OFFICE SERVICES

PHASE 2
GENERAL BUSINESS/
OFFICE SERVICES

PHASE 1
GENERAL BUSINESS

PROPOSED FREE STANDING SIGN (TYP.)

75' HCOD BUILDING SETBACK

50' HCOD BUFFER

AIRPORT RD.
(EXISTING 60' RIGHT-OF-WAY)
PUBLIC

PROPOSED FREE STANDING SIGN (TYP.)

50' PROPOSED PARKING/BUILDING SETBACK

TO CARTHAGE & SOUTHERN PINES
Approximate Travel Time/Distance:
Downtown Southern Pines - 8 Min. / 4.5 Miles
Downtown Carthage - 12 Min. / 8.8 Miles

PROPOSED FREE STANDING SIGN (TYP.)

GREENWAY TRAIL

SANDHILLS HORTICULTURAL GARDENS

TO PINEHURST
Approximate Travel Time/Distance:
Village of Pinehurst - 8 Min. / 4.8 Miles

LAND USE LEGEND

- CIRCULATION PATTERN
- GREENWAY TRAIL
- GENERAL BUSINESS/ OFFICE SERVICE
- GENERAL BUSINESS

811 Know what's below. Call before you dig.

LEGEND

- = PROPETY BOUNDARY
- = EXISTING CONTOUR
- = EXISTING WATERLINE
- = EXISTING SEWER LINE
- = EXISTING SETBACK
- = PROPOSED OPEN SPACE

PHASING PLAN NOTES:

1. DUE TO THE UNCERTAINTY OF ECONOMIC FACTORS THAT INFLUENCE LAND DEVELOPMENT, SOME FLEXIBILITY IN THE SEQUENCING OF PHASES IS NECESSARY AND IS TO BE BASED ON MARKET DEMANDS AND NECESSARY INFRASTRUCTURE IMPROVMENTS.
2. RATHER THAN TYING THE PHASING TO SPECIFIC DATES AND SEQUENCING, PHASING IS TIED TO REQUIRED INFRASTRUCTURE IMPROVEMENTS INCLUDING ROADWAY, WATER LINE, AND SEWER LINE CONSTRUCTION ADEQUATE TO SERVE THE PHASE TO BE DEVELOPED. PHASES ARE NOT REQUIRED TO DEVELOP SEQUENTIALLY WITHIN THIS PLAN BUT COULD NOT DEVELOP UNTIL THE ADEQUATE INFRASTRUCTURE IS PROVIDED TO ACCOMMODATE THE PROPOSED PHASE. PHASES MAY ALSO BE DEVELOPED AND COMBINED WITH OTHER PHASES AND SUBPHASES.
3. PHASING AND REQUREMENTS FOR EACH PHASE WILL BE REVIEWED AT SUCH TIME AS A PDP IS SUBMITTED FOR AN INDIVIDUAL PHASE.

OPEN SPACE NOTES:

1. THE GENERAL LOCATION OF OPEN SPACES AND WATER BODIES IS SHOWN ON SHEET L-1.1. THESE LOCATIONS ARE CONCEPTUAL IN NATURE AND MAY VARY IN SIZE AND LOCATION DURING THE DETAILED SITE PLAN PROCESS.
2. A MINIMUM OF 20% OF TOTAL OPEN SPACE SHALL BE PROVIDED. A MINIMUM 10% OF THE PROVIDED OPEN SPACE SHALL BE USABLE OPEN SPACE AS DESCRIBED IN SECTION 3.5.14 OF THE UDO. A RUNNING TABULATION WILL BE PROVIDED DURING THE PDP PROCESS FOR EACH INDIVIDUAL PHASE.

TRANSPORTATION PLAN NOTES:

1. ALL STREETS AND PARKING AREAS WILL BE DESIGNED TO MEET THE TOWN OF SOUTHERN PINES ENGINEERING STANDARDS OR ADDITIONAL GEOTECHNICAL ENGINEERING RECOMMENDATIONS WILL BE PROVIDED AS AN ALTERNATIVE BASED ON THE SPECIFIC SOIL CONDITIONS ON THE PROPERTY
2. STORMWATER MANAGEMENT FOR THE TRANSPORTATION FACILITIES AND FUTURE DEVELOPMENT WILL BE PROVIDED USING BEST MANAGEMENT PRACTICES, IN REGIONAL STORMWATER DETENTION FACILITIES. FACILITIES WILL BE LOCATED IN THE GENERAL LOCATIONS SHOWN ON THE CONCEPTUAL DEVELOPMENT PLAN. AS ILLUSTRATED ON THIS SHEET, THE DRAINAGE FLOW ARROWS DESIGNATE THE GENERAL FLOW OF WATER BASED ON THE EXISTING TOPOGRAPHY. DRAINAGE WILL FLOW TOWARDS THE GENERAL AREA WHERE THE PROPOSED STORMWATER MANAGEMENT DEVICE IS SHOWN. THE LOCATION OF STORMWATER MANAGEMENT DEVICES ARE SUBJECT TO CHANGE THROUGHOUT THE CONTINUED DEVELOPMENT OF THE PROPERTY BASED ON DETAILED ENGINEERING PLANS. EACH INDIVIDUAL SITE MAY ALSO ELECT TO PROVIDE STORMWATER ON-SITE DEPENDING UPON THE SITE CONDITIONS AND ENGINEERING STANDARDS. STORMWATER MUST BE MAINTAINED ON THE OVERALL PROPERTY TO MEET THE TOWN OF SOUTHERN PINES AND ALL STATE AND FEDERAL STANDARDS.
3. NO ENDANGERED SPECIES ARE LOCATED ON THE PROPERTY.
4. TRAVEL DISTANCES & TIMES WERE OBTAINED FROM GOOGLE MAPS AND REFLECT TYPICAL DRIVING TIMES OBSERVED FROM 9- 5 PM. TRAVEL TIMES MAY FLUCTUATE BASED ON TIME, WEATHER, CONSTRUCTION, TRAFFIC ACCIDENTS, AND INCREASES IN TRAFFIC DUE TO HOLIDAYS AND SPECIAL EVENTS.

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.

30' 0' 30' 60' 120'
SCALE: 1" = 60'-0"

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 884-8487
W: www.koontzjonesdesign.com

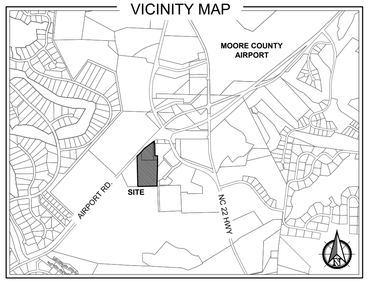
REVISIONS:

SOUTHERN PINES ACE HARDWARE
CONCEPTUAL DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA

CONCEPTUAL LAND USE PLAN / TRANSPORTATION PLAN

DATE: 04-05-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
Q.C. BY: REK
SCALE: 1" = 60'-0"
PROJECT #:

SHEET NUMBER#:
L-1.1



NC HWY 22
(EXISTING 100' RIGHT-OF-WAY)
PUBLIC

PIN: 858300070284
TYLER'S RIDGE BUSINESS PARK, LLC
DB: 3914 PG: 109
ZONING: PD

PIN: 857300969862
TYLER'S RIDGE PROPERTY OWNERS ASSOCIATION, LLC
DB: 4541 PG: 172
ZONING: PD

PIN: 858300063709
TYLER'S RIDGE PHASE II, LLC
DB: 3918 PG: 351
ZONING: PD

OLIVETREE LANE
(EXISTING 65' RIGHT-OF-WAY)
PRIVATE

PIN: 858300075920
COUNTY OF MOORE
DB: 951 PG: 286
ZONING: PD

PIN: 857308977773
COUNTY OF MOORE
DB: 4047 PG: 117
ZONING: PD

PIN: 857300978532
THE SHOPS AT TYLERS RIDGE LLC
DB: 5159 PG: 43
ZONING: PD

PIN: 857300968936
SOUTHERN PINES ACE LAND COMPANY, LLC
DB: 4541 PG: 175
ZONING: PD

PIN: 857300968680
HBM1, LLC
DB: 4898 PG: 415
ZONING: PD

PIN: 857300976238
TYLER'S RIDGE BUSINESS PARK, LLC
DB: 3914 PG: 109
ZONING: PD

PIN: 857300976723
COUNTY OF MOORE
DB: 4047 PG: 117
ZONING: PD

PIN: 857300977346
TYLER'S RIDGE BUSINESS PARK, LLC
DB: 3914 PG: 109
ZONING: PD

PIN: 858309060116
SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES
DB: 905 PG: 541
ZONING: FRR

PIN: 857312967113
SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES
DB: 905 PG: 544
ZONING: FRR

FUTURE PHASE 2

PIN: 857300974411
SOUTHERN PINES ACE LAND COMPANY, LLC
DB: 4705 PG: 265
ZONING: PD

FUTURE PHASE 3

PHASE 1

PIN: 857300963887
SOUTHERN PINES ACE LAND COMPANY, LLC
DB: 5749 PG: 375
ZONING: PD

PIN: 857300952219
MOORE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
DB: 270 PG: 375
ZONING: FRR

75' HCOD BUILDING SETBACK

50' HCOD BUFFER

AIRPORT RD.
(EXISTING 60' RIGHT-OF-WAY)
PUBLIC

PIN: 857308878977
SANDHILLS COMMUNITY COLLEGE
DB: 306 PG: 405
ZONING: PD

PIN: 857312868871
SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES
DB: 937 PG: 262
ZONING: FRR

LEGEND

- = PROPETY BOUNDARY
- = EXISTING CONTOUR
- = EXISTING WATERLINE
- = EXISTING SEWER LINE
- = EXISTING SETBACK
- = EXISTING PINE TREE
- = EXISTING HARDWOOD TREE

PROPERTY INFORMATION

PROPERTY OWNER:
SOUTHERN PINES ACE LAND COMPANY, LLC
215 CAPITAL DRIVE
CARTHAGE, NC 28327

APPLICANT:
SOUTHERN PINES ACE LAND COMPANY, LLC
215 CAPITAL DRIVE
CARTHAGE, NC 28327

TOTAL ACREAGE (PHASE 1): ±9.11 AC

ZONING INFORMATION

ZONING CLASSIFICATION:
(PD) PLANNED DEVELOPMENT
(WITH AN APPROVED CDP)

EXISTING SETBACKS (PD):
FRONT: NA
INTERIOR SIDE: NA
EXTERIOR SIDE: NA
REAR: NA

HCOD (URBAN TRANSITION) STANDARDS:
BUILDING SETBACK: 75' (STREET YARD)
PARKING AREA SETBACK: 50' (STREET YARD)

WATERSHED INFORMATION

WATERSHED 1:
BASIN: CAPE FEAR
STREAM: LITTLE RIVER (INTAKE NO. 2)
TYPE: WS-IIIP

THIS PROPERTY IS IN A HIGH QUALITY WATERSHED

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY
PANEL(S) NO: 8573
MAP(S): 3710857300J
DATE: OCTOBER 17, 2006

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.

30' 0' 30' 60' 120'
SCALE: 1" = 60'-0"

811 Know what's below. Call before you dig.

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 884-8487
W: www.koontzjonesdesign.com

REVISIONS:

SOUTHERN PINES ACE HARDWARE
PRELIMINARY DEVELOPMENT PLAN - PHASE 1
SOUTHERN PINES, NORTH CAROLINA

EXISTING CONDITIONS

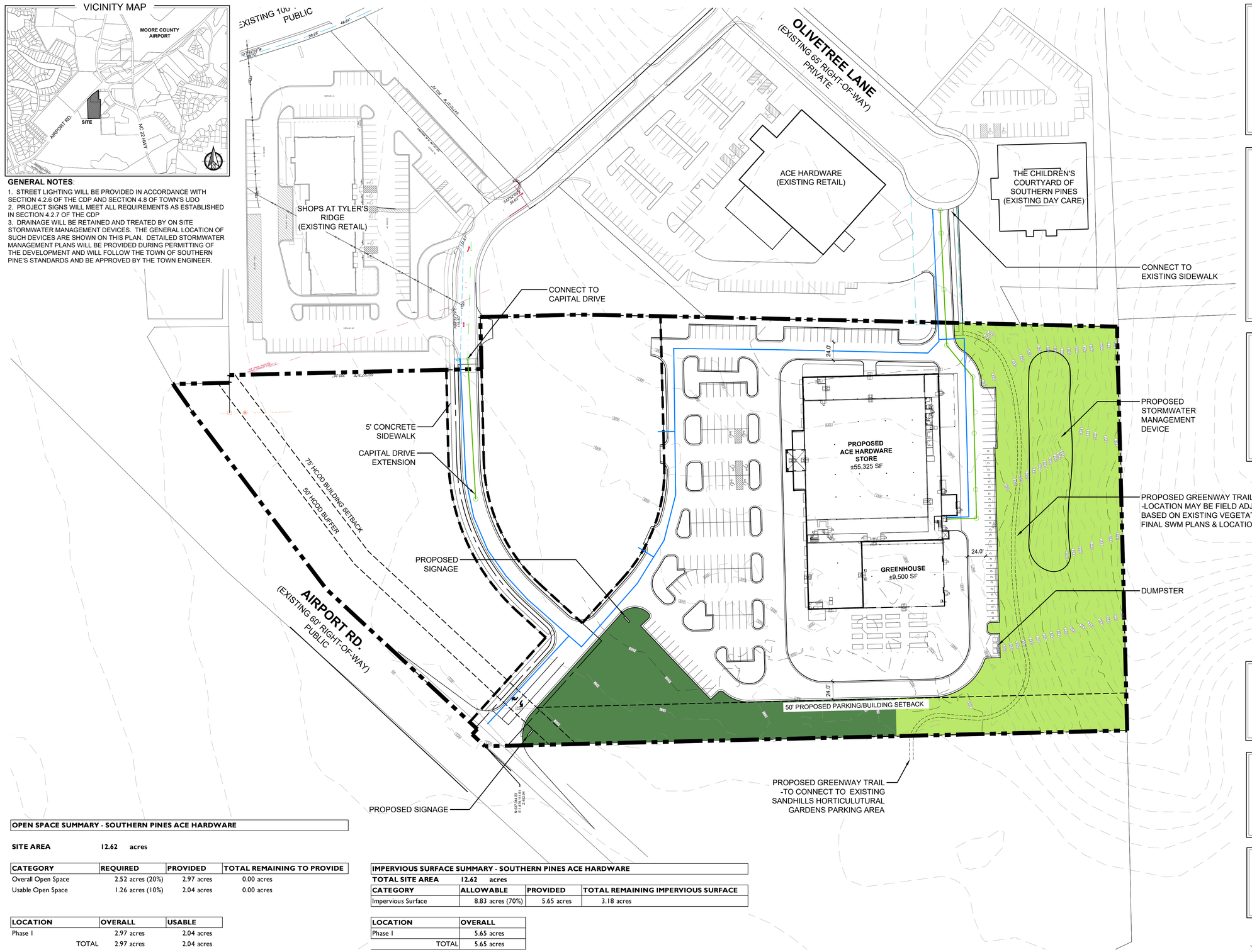
DATE: 04-22-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
Q.C. BY: REK
SCALE: 1" = 60'-0"
PROJECT #: K0021123

SHEET NUMBER#:
L-1.0

VICINITY MAP

GENERAL NOTES:

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 4.2.6 OF THE CDP AND SECTION 4.8 OF TOWN'S UDO
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS AS ESTABLISHED IN SECTION 4.2.7 OF THE CDP
3. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES. THE GENERAL LOCATION OF SUCH DEVICES ARE SHOWN ON THIS PLAN. DETAILED STORMWATER MANAGEMENT PLANS WILL BE PROVIDED DURING PERMITTING OF THE DEVELOPMENT AND WILL FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.



LEGEND

- = PROPETY BOUNDARY
- = EXISTING CONTOUR
- = EXISTING WATERLINE
- = EXISTING SEWER LINE
- = PROPOSED PHASING LINE
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED OPEN SPACE
- = PROPOSED USEABLE OPEN SPACE

PROPERTY INFORMATION

PROPERTY OWNER/APPLICANT:
SOUTHERN PINES ACE LAND COMPANY, LLC
215 CAPITAL DRIVE
CARTHAGE, NC 28327

TOTAL ACREAGE (PHASE 1): ±9.11 AC

TOTAL IMPERVIOUS SURFACE: ±5.65 AC (62.0%)

TOTAL OPEN SPACE: ±2.97 AC (32.6%)

TOTAL USEABLE OPEN SPACE: ±2.04 AC (22.4%)

TOTAL RETAIL: 64,825 SF

REQUIRED PARKING: 162 SPACES (1 SPACE/400 SF)

PROVIDED PARKING: 176 SPACES

ZONING INFORMATION

ZONING CLASSIFICATION:
(PD) PLANNED DEVELOPMENT
(WITH AN APPROVED CDP)

EXISTING SETBACKS (PD):
FRONT: NA
INTERIOR SIDE: NA
EXTERIOR SIDE: NA
REAR: NA

HCOD (URBAN TRANSITION) STANDARDS:
BUILDING SETBACK: 75' (STREET YARD)
PARKING AREA SETBACK: 50' (STREET YARD)

WATERSHED INFORMATION

WATERSHED 1:
BASIN: CAPE FEAR
STREAM: LITTLE RIVER (INTAKE NO. 2)
TYPE: WS-IIIP

THIS PROPERTY IS IN A HIGH QUALITY WATERSHED

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY
PANEL(S) NO: 8573
MAP(S): 3710857300J
DATE: OCTOBER 17, 2006

CAUTION

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OPEN SPACE SUMMARY - SOUTHERN PINES ACE HARDWARE

SITE AREA **12.62** **acres**

CATEGORY	REQUIRED	PROVIDED	TOTAL REMAINING TO PROVIDE
Overall Open Space	2.52 acres (20%)	2.97 acres	0.00 acres
Usable Open Space	1.26 acres (10%)	2.04 acres	0.00 acres

LOCATION	OVERALL	USABLE
Phase 1	2.97 acres	2.04 acres
TOTAL	2.97 acres	2.04 acres

IMPERVIOUS SURFACE SUMMARY - SOUTHERN PINES ACE HARDWARE

TOTAL SITE AREA **12.62** **acres**

CATEGORY	ALLOWABLE	PROVIDED	TOTAL REMAINING IMPERVIOUS SURFACE
Impervious Surface	8.83 acres (70%)	5.65 acres	3.18 acres

LOCATION	OVERALL
Phase 1	5.65 acres
TOTAL	5.65 acres

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SCALE: 1" = 60'-0"

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 884-8487
W: www.koontzjonesdesign.com

REVISIONS:

SOUTHERN PINES ACE HARDWARE
PRELIMINARY DEVELOPMENT PLAN - PHASE 1
SOUTHERN PINES, NORTH CAROLINA

SITE PLAN

DATE: 04-22-2022
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
Q.C. BY: REK
SCALE: 1" = 60'-0"
PROJECT #: KDI21123

SHEET NUMBER#:
L-1.1

RAMEY KEMP ASSOCIATES

TOGETHER WE ARE LIMITLESS

Southern Pines Retail

Traffic Impact Analysis

Southern Pines, North Carolina

rameykemp.com

TRAFFIC IMPACT ANALYSIS

FOR

SOUTHERN PINES RETAIL

LOCATED

IN

SOUTHERN PINES, NORTH CAROLINA

Prepared For:
Rhetson Companies
2075 Juniper Lake Road
West End, NC 27376

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910

FEBRUARY 2022

RKA Project No. 21734

Prepared By: TF

Reviewed By: NB

TRAFFIC IMPACT ANALYSIS
SOUTHERN PINES RETAIL
SOUTHERN PINES, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Southern Pines Retail development in accordance with the Town of Southern Pines (Town) Unified Development Ordinance (UDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located in the southwest quadrant of the intersection of NC 22 and Airport Road in Southern Pines, North Carolina. The proposed development, anticipated to be completed in 2023, is assumed to consist of a 53,271 square foot (sq. ft.) hardware store, 45,300 sq. ft. of retail space, and a 4,800 sq. ft. fast-food restaurant with drive-thru window. Site access is proposed via one (1) full movement driveway along Airport Road, and connections to Olivetree Lane and Capital Drive.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2023 No-Build Traffic Conditions
- 2023 Build Traffic Conditions
- 2033 Future Traffic Conditions (Build +10)

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following existing intersections:

- NC 22 and Airport Road
- NC 22 and Olivetree Lane
- Olivetree Lane and Capital Drive
- Olivetree Lane and Moonseed Lane

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed above, in December of 2021 during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods while schools were in session for in-person learning. Traffic volumes were balanced between study intersections, where appropriate.

3. Site Trip Generation

The proposed development is assumed to consist of a 53,271 square foot (sq. ft.) hardware store, 45,300 sq. ft. of retail space, and a 4,800 sq. ft. fast-food restaurant with drive-thru window. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 10th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Hardware Store (816)	53,271 sq. ft.	490	37	35	30	30
Shopping Center (820)	45,300 sq. ft.	3,510	108	66	145	157
Fast-Food Restaurant w/ Drive-Thru (934)	4,800 sq. ft.	2,260	98	95	82	75
Total Trips		**6,260**	**243**	**196**	**257**	**262**
*Internal Capture (11% AM & 21% PM)**			*-24*	*-24*	*-55*	*-54*
Total External Trips			**219**	**172**	**202**	**208**
Pass-By Trips: Hardware Store (49% AM, 50% PM)			*--*	*--*	*-6*	*-6*
Pass-By Trips: Shopping Center (43% PM)			*--*	*--*	*-40*	*-40*
Pass-By Trips: Fast-Food Restaurant w/ Drive-Thru (36% PM)			*-42*	*-42*	*-31*	*-31*
Total Primary Trips			**177**	**130**	**125**	**131**

*Utilizing methodology contained in the NCHRP Report 684.

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate 2023 projected weekday AM and PM peak hour traffic volumes. The following adjacent developments were identified to be considered under future conditions:

- Magnolia Hill Multi-Use (Magnolia Point)
- Ravensbrook
- Airport Road Residential (Caropines Residential)

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2021 existing, 2023 no-build, 2023 build, and 2033 future conditions. Refer to Section 8 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Committed Improvements by Others

NC 22 and Airport Road

- Construct an exclusive westbound right-turn slip lane on Airport Road with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- Construct an exclusive northbound right-turn slip lane on NC 22 with a minim of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

Recommended Improvements by Developer

NC 22 and Airport Road

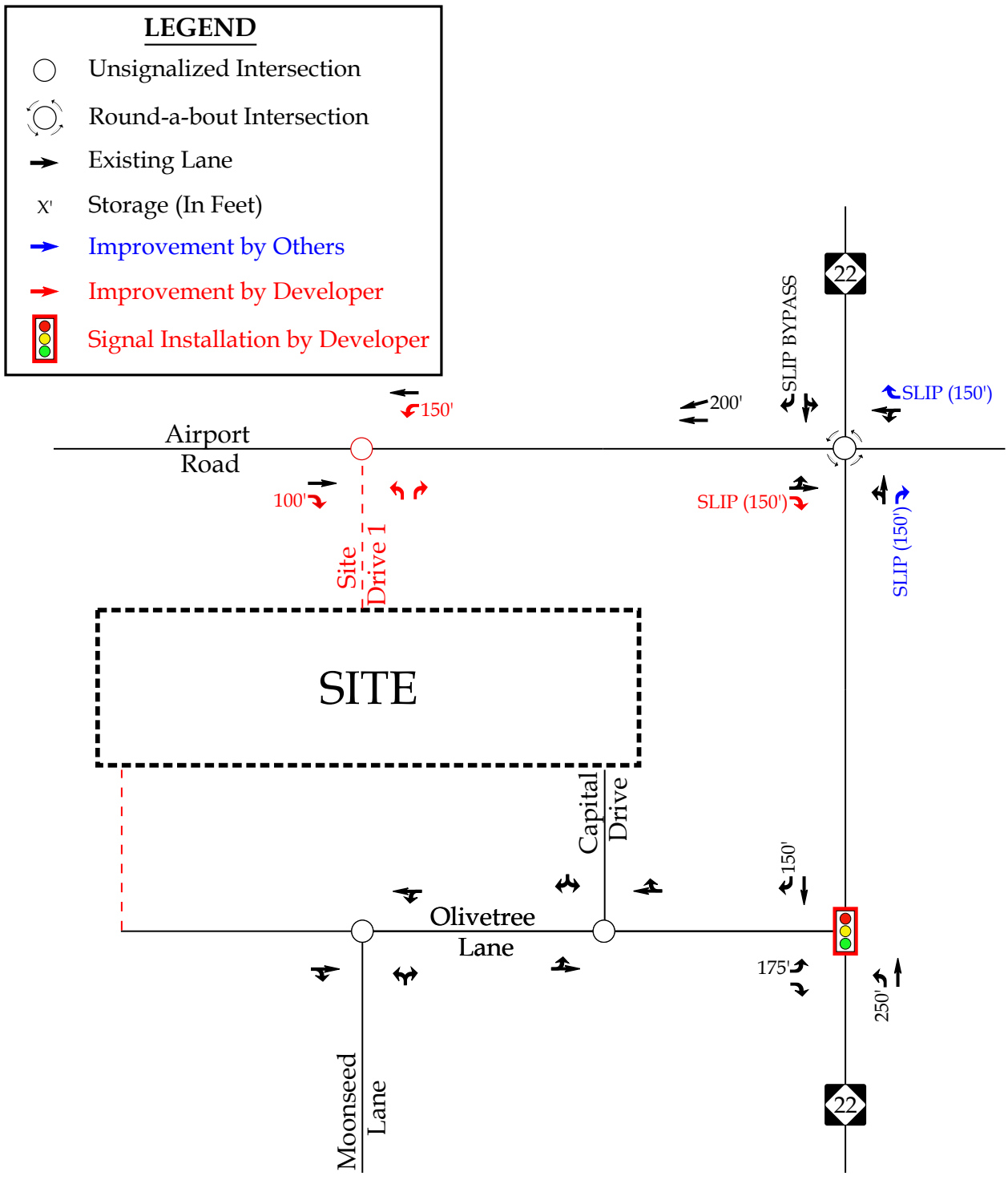
- Construct an exclusive eastbound (Airport Road) right-turn lane slip lane with a minimum of 150 feet of storage with appropriate decel and taper. Provide yield control for the slip lane.

NC 22 and Olivetree Lane

- Monitor intersection for signalization prior to buildout of the proposed development and install once warranted and approved by NCDOT.

Airport Road and Site Drive 1

- Construct the northbound approach (Site Drive 1) with one ingress lane and two egress lanes striped as exclusive right and left-turn lanes.
- Provide stop-control for the northbound approach (Site Drive 1).
- Construct an exclusive eastbound (Airport Road) right-turn lane with a minimum of 100 feet of storage and appropriate decel and taper.
- Construct an exclusive westbound (Airport Road) left-turn lane with a minimum of 150 feet of storage and appropriate decel and taper.



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Recommended Lane Configurations Scale: Not to Scale | Figure E-1

TABLE OF CONTENTS

1. INTRODUCTION 1
1.1. Site Location and Study Area 1
1.2. Proposed Land Use and Site Access 2
1.3. Adjacent Land Uses 2
1.4. Existing Roadways 2
2. 2021 EXISTING PEAK HOUR CONDITIONS 7
2.1. 2021 Existing Peak Hour Traffic Volumes 7
2.2. Analysis of 2021 Existing Peak Hour Traffic Conditions 7
3. 2023 NO-BUILD PEAK HOUR CONDITIONS 9
3.1. Ambient Traffic Growth 9
3.2. Adjacent Development Traffic 9
3.3. Future Roadway Improvements 10
3.4. 2023 No-Build Peak Hour Traffic Volumes 10
3.5. Analysis of 2023 No-Build Peak Hour Traffic Conditions 11
4. SITE TRIP GENERATION AND DISTRIBUTION 15
4.1. Trip Generation 15
4.2. Site Trip Distribution and Assignment 16
5. 2023 BUILD TRAFFIC CONDITIONS 23
5.1. 2023 Build Peak Hour Traffic Volumes 23
5.2. Analysis of 2023 Build Peak Hour Traffic Conditions 23
6. 2033 FUTURE TRAFFIC CONDITIONS 25
6.1. 2033 Future Peak Hour Traffic Volumes 25
6.2. Analysis of 2033 Future Peak Hour Traffic Conditions 25
7. TRAFFIC ANALYSIS PROCEDURE 27
7.1. Adjustments to Analysis Guidelines 28
8. CAPACITY ANALYSIS 29
8.1. NC 22 and Airport Road 29
8.2. NC 22 and Olivetree Lane 32
8.3. Olivetree Lane and Capital Drive 34

8.4. Olivetree Lane and Moonseed Lane 35
8.5. Airport Road and Site Drive 1 36
9. CONCLUSIONS 38
10. RECOMMENDATIONS 41

LIST OF FIGURES

Figure 1 – Site Location Map 4
Figure 2 – Preliminary Site Plan 5
Figure 3 – Existing Lane Configurations 6
Figure 4 – 2021 Existing Peak Hour Traffic 8
Figure 5 – 2023 Projected Peak Hour Traffic 12
Figure 6 – Adjacent Development Trips 13
Figure 7 – 2023 No-Build Peak Hour Traffic 14
Figure 8 – Site Trip Distribution 18
Figure 9 – Site Trip Assignment 19
Figure 10 – Pass-By Site Trip Distribution 20
Figure 11 – Pass-by Site Trip Assignment 21
Figure 12 – Total Site Trip Assignment 22
Figure 13 – 2023 Build Peak Hour Traffic 24
Figure 14 – 2033 Future Peak Hour Traffic 26
Figure 15 – Recommended Lane Configurations 43

LIST OF TABLES

Table 1: Existing Roadway Inventory 3
Table 2: Adjacent Development Information 10
Table 3: Trip Generation Summary 15
Table 4: Highway Capacity Manual – Levels-of-Service and Delay 27
Table 5: Analysis Summary of NC 22 and Airport Road 29
Table 6: Analysis Summary of NC 22 and Olivetree Lane 32
Table 7: Analysis Summary of Olivetree Lane and Capital Drive 34

Table 9: Analysis Summary of Olivetree Lane and Moonseed Lane..... 35
Table 10: Analysis Summary of Airport Road and Site Drive 1..... 36

TECHNICAL APPENDIX

Appendix A: Scoping Documentation

Appendix B: Traffic Counts

Appendix C: Adjacent Development Information

Appendix D: Capacity Calculations – NC 22 & Airport Road

Appendix E: Capacity Calculations – NC 22 & Olivetree Lane

Appendix F: Capacity Calculations – Olivetree Lane & Capital Drive

Appendix G: Capacity Calculations – Olivetree Lane & Moonseed Lane

Appendix H: Capacity Calculations – Airport Road & Site Drive 1

Appendix I: Turn Lane Warrants

Appendix J: MUTCD Signal Warrants

TRAFFIC IMPACT ANALYSIS
SOUTHERN PINES RETAIL
SOUTHERN PINES, NORTH CAROLINA

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed Southern Pines Retail development located in the southwest quadrant of the intersection of NC 22 and Airport Road in Southern Pines, North Carolina. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2023, is assumed to consist of the following uses:

- 53,271 square foot (sq. ft.) hardware store
- 45,300 sq. ft. of retail space
- 4,800 sq. ft. fast-food restaurant with drive-thru

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2023 No-Build Traffic Conditions
- 2023 Build Traffic Conditions
- 2033 Future Traffic Conditions (Build + 10)

1.1. Site Location and Study Area

The development is proposed to be located in the southwest quadrant of the intersection of NC 22 and Airport Road in Southern Pines, North Carolina. Refer to Figure 1 for the site location map.

The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT) and the Town of Southern Pines (Town) and consists of the following existing intersections:

- NC 22 and Airport Road
- NC 22 and Olivetree Lane
- Olivetree Lane and Moonseed Lane
- Olivetree Lane and Capital Drive

Refer to Appendix A for the approved scoping documentation.

1.2. Proposed Land Use and Site Access

The site is expected to be located in the southwest quadrant of the intersection of NC 22 and. The proposed development, anticipated to be completed in 2023, is assumed to consist of the following uses:

- 53,271 sq. ft. hardware store
- 45,300 sq. ft. of retail space
- 4,800 sq. ft. fast-food restaurant with drive-thru

Site access is proposed via one (1) full movement driveway along Airport Road and connections to Olivetree Lane and Capital Drive. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of undeveloped land, retail development, and residential development. In the northeast quadrant of the intersection of NC 22 and Airport Road is the Moore County Airport.

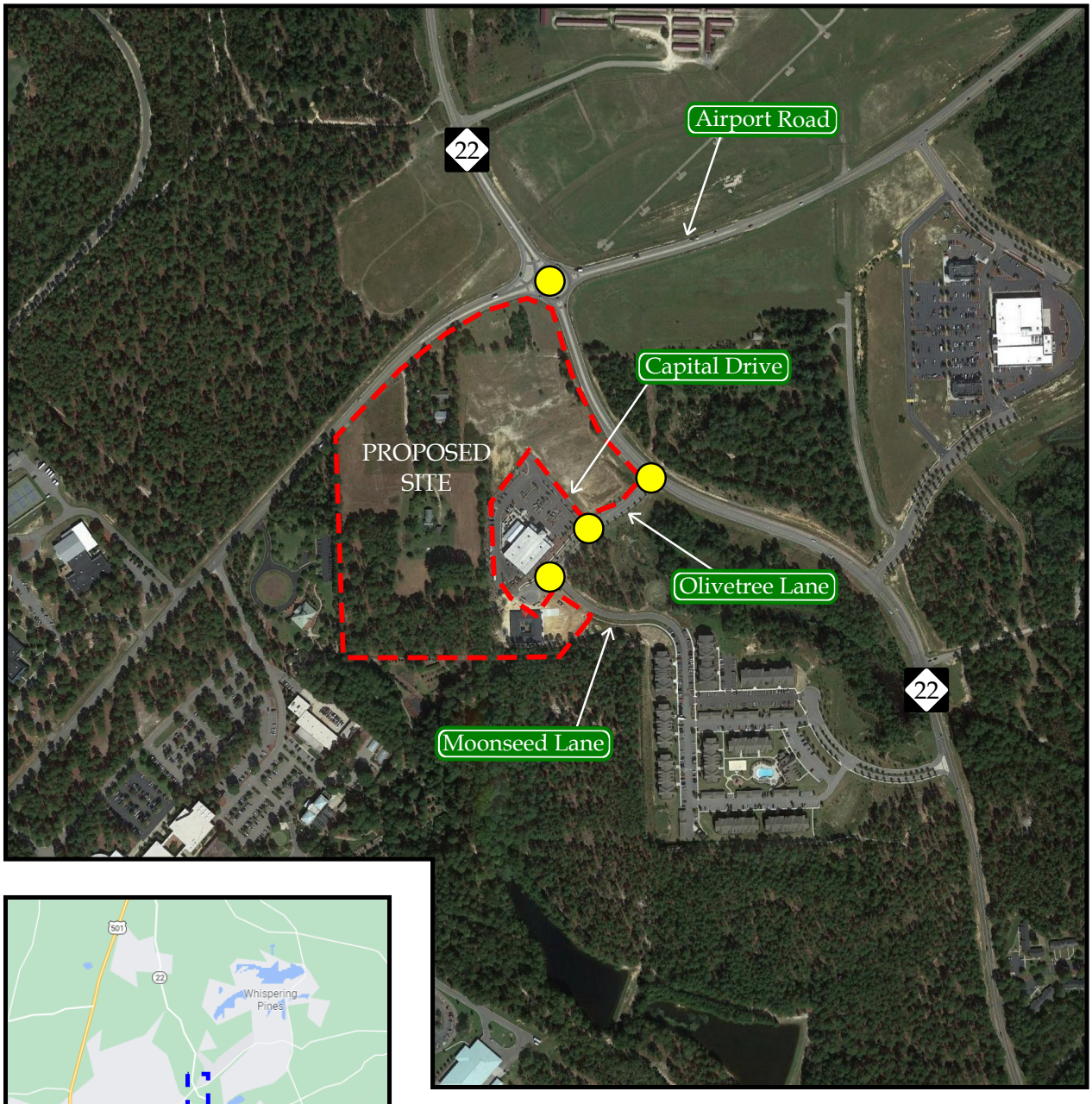
1.4. Existing Roadways

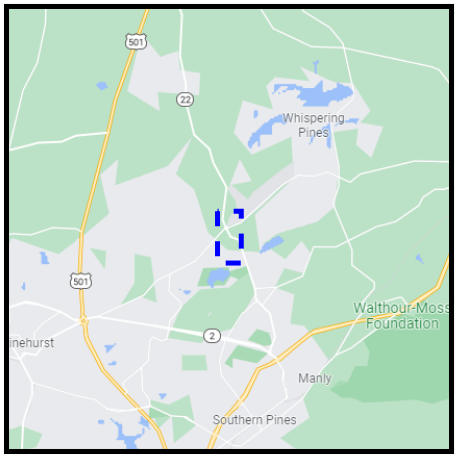
Existing lane configurations (number of traffic lanes on each intersection approach), lane widths, storage capacities, and other intersection and roadway information within the study area are shown in Figure 3. Table 1 provides a summary of this information, as well.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	Maintained By	2019 AADT (vpd)
NC 22		2-lane undivided / 2-lane divided w/ TWLTL	45 mph	NCDOT	10,500
Airport Road	SR 1843	2-lane undivided	45 mph	NCDOT	9,800
Olivetree Lane	n/a	2-lane undivided	25 mph (assumed)	Private	3,070*
Capital Drive	n/a	2-lane undivided	25 mph (assumed)	Private	1,940*
Moonseed Lane	n/a	2-lane undivided	25 mph (assumed)	Private	850*

*ADT based on the traffic counts from 2021 and assuming the weekday PM peak hour volume is 10% of the average daily traffic.





N

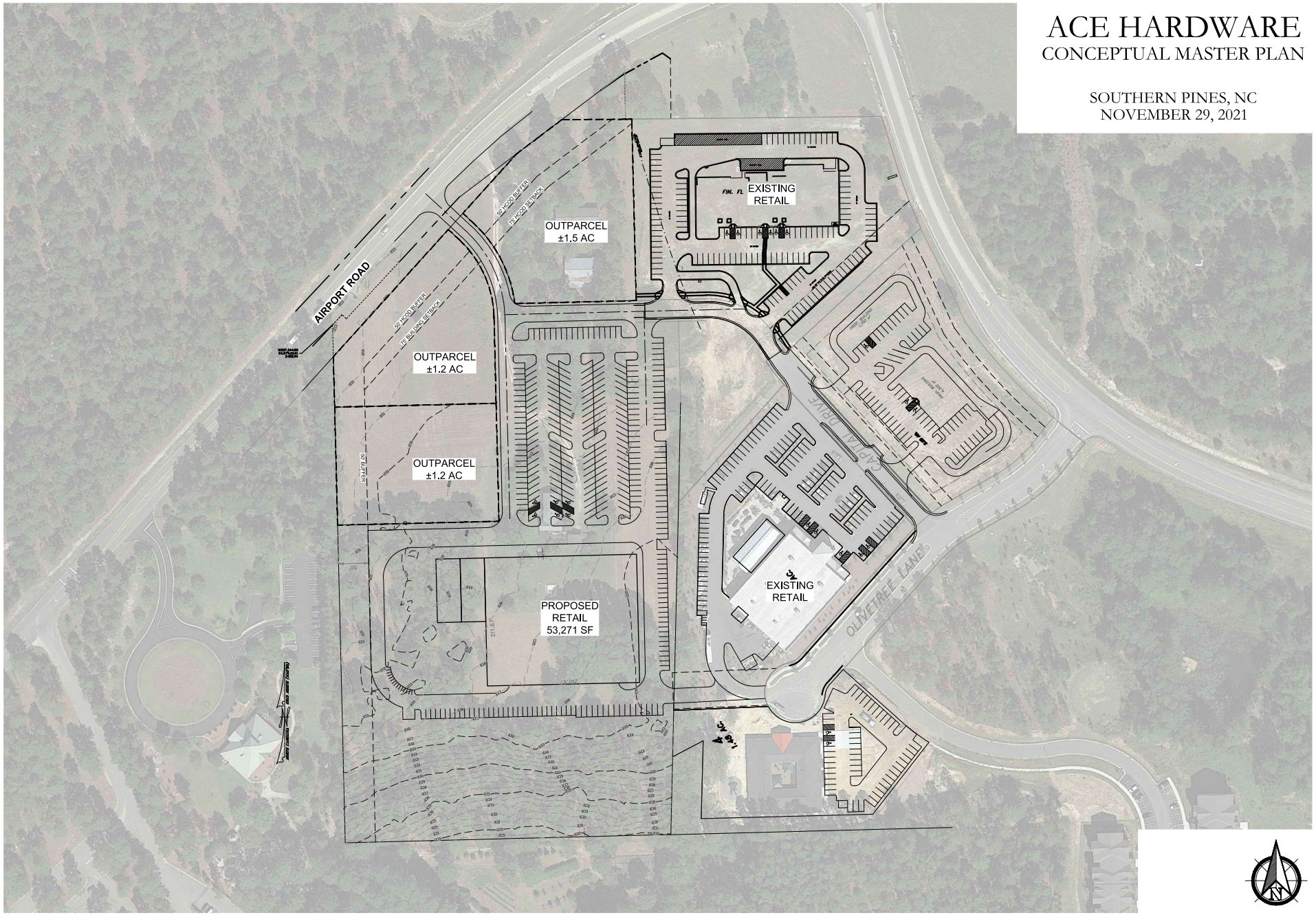
LEGEND

- Proposed Site Location
- Study Intersection
- Study Area

RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Site Location Map	
		Scale: Not to Scale	Figure 1

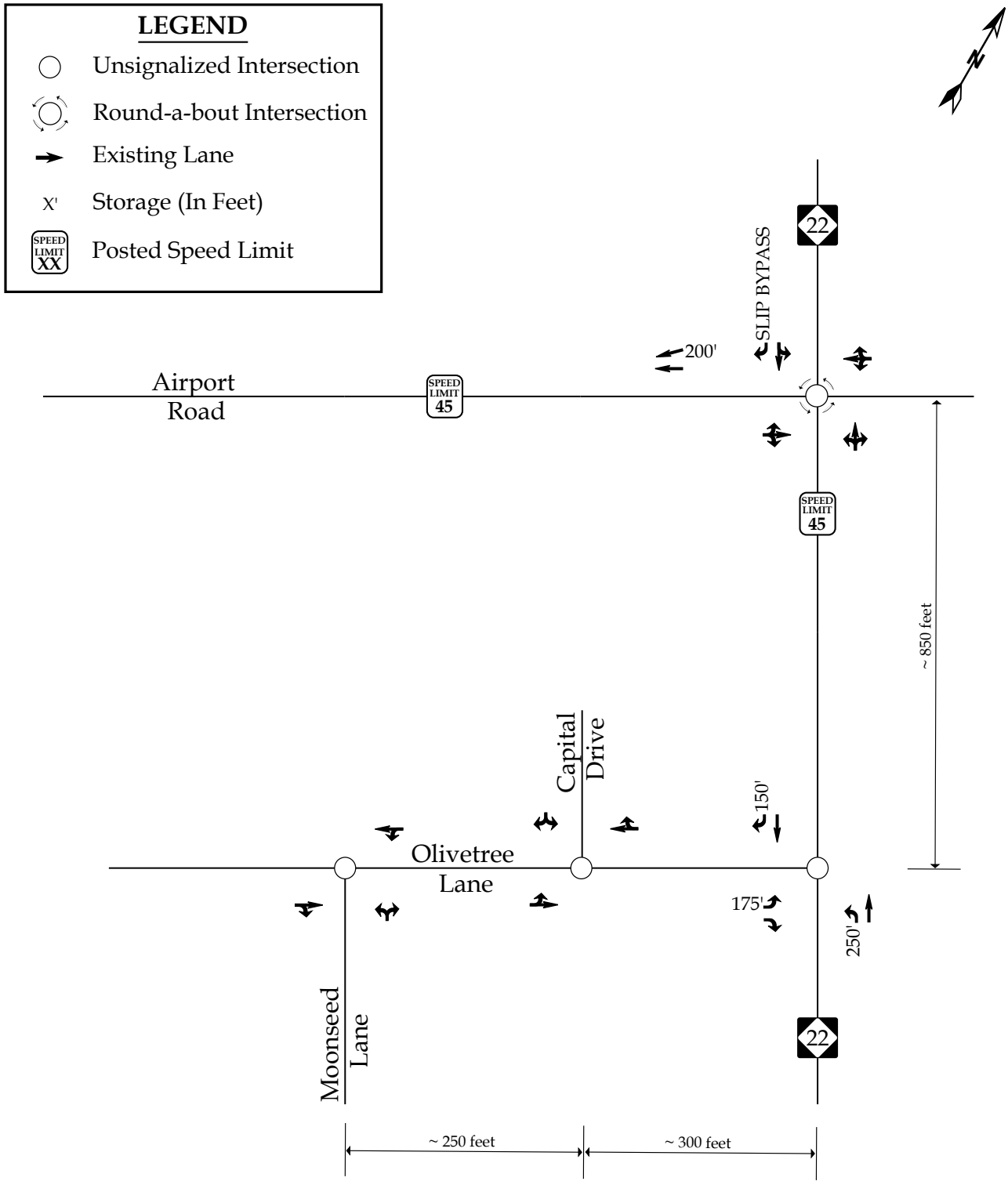
ACE HARDWARE
CONCEPTUAL MASTER PLAN

SOUTHERN PINES, NC
NOVEMBER 29, 2021



KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

50' 0' 50' 100' 200'
SCALE: 1" = 100'-0"



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2021Existing Lane Configurations Scale: Not to Scale | Figure 3

2. 2021 EXISTING PEAK HOUR CONDITIONS

2.1. 2021 Existing Peak Hour Traffic Volumes

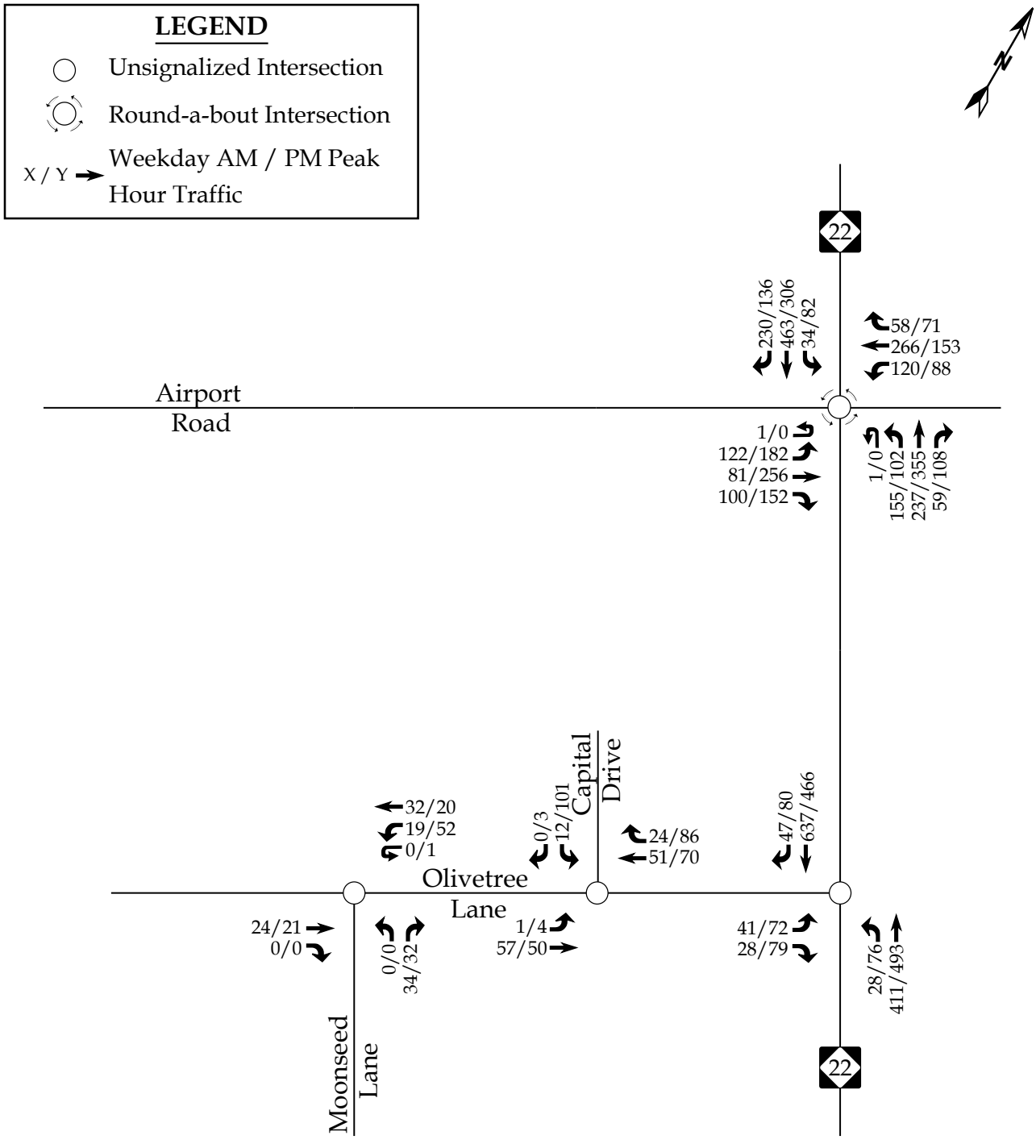
Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in December of 2021 during typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods while schools were in session for in-person learning:

- NC 22 and Airport Road
- NC 22 and Olivetree Lane
- Olivetree Lane and Capital Drive
- Olivetree Lane and Moonseed Lane

Weekday AM and PM traffic volumes were balanced between study intersections, where appropriate. Refer to Figure 4 for 2021 existing weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

2.2. Analysis of 2021 Existing Peak Hour Traffic Conditions

The 2021 existing weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway conditions. The results of the analysis are presented in Section 8 of this report.



RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2021 Existing Peak Hour Traffic	
		Scale: Not to Scale	Figure 4

3. 2023 NO-BUILD PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, no-build traffic projections are needed. No-build traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. No-build traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 3% would be used to generate 2023 projected weekday AM and PM peak hour traffic volumes. Refer to Figure 5 for 2023 projected peak hour traffic.

3.2. Adjacent Development Traffic

Through coordination with the Town and NCDOT, the following adjacent developments were identified to be included as an approved adjacent development in this study:

- Magnolia Hill Multi-Use (Magnolia Point)
- Ravensbrook
- Airport Road Residential (Caropines Residential)

Table 2, on the following page, provides a summary of the adjacent developments.

Table 2: Adjacent Development Information

Development Name	Location	Build-Out Year	Land Use / Intensity	TIA Performed
Magnolia Hill Multi-Use (Magnolia Point)	Northwest quadrant of the intersection of NC 22 and McCaskill Road	2024	270 spaces RV/Boat Parking 120,000 sq. ft. mini-warehouse 220 apartments 3,000 sq. ft. convenience market w/ gas pumps	January 2021 by Kimley-Horn
Ravensbrook	West of NC 22, south of Waynor Road	2020	100 single-family homes	August 2017 by JMT
Airport Road Residential (Caropines Residential)	South of Airport Road, west of Cardinal Road	2028	350 single-family homes 105 townhomes 160 apartments	June 2018 by RKA

It should be noted that the adjacent developments were approved, during scoping, by the Town and NCDOT. Adjacent development trips are shown in Figure 6. Adjacent development information can be found in Appendix C.

3.3. Future Roadway Improvements

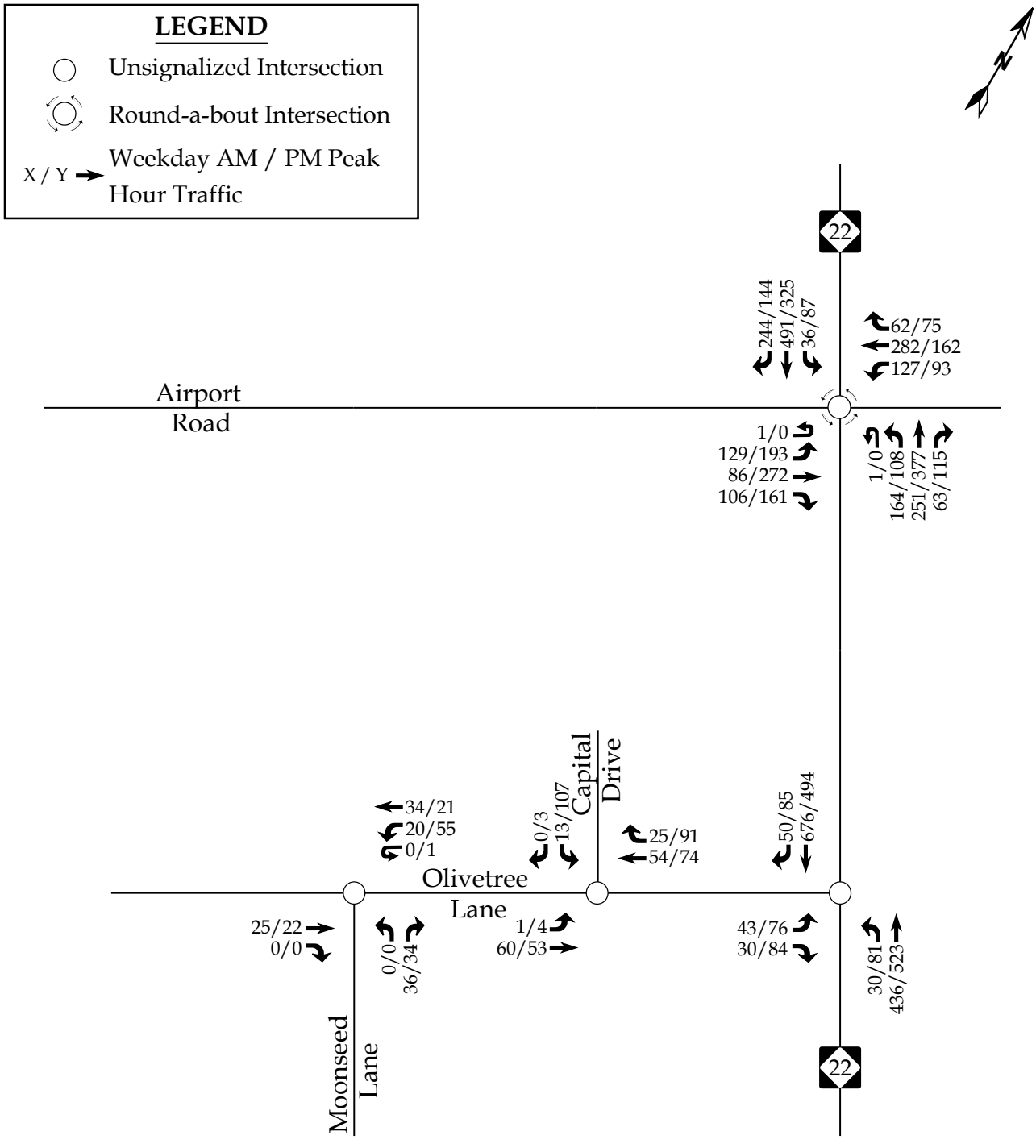
Based on coordination with the NCDOT and the Town, it was determined that the roadway improvements associated with the Airport Road Residential development should be considered in this study. The Airport Road Residential development is expected to install slip lanes for the northbound and westbound approaches at the roundabout intersection of NC 22 and Airport Road.

3.4. 2023 No-Build Peak Hour Traffic Volumes

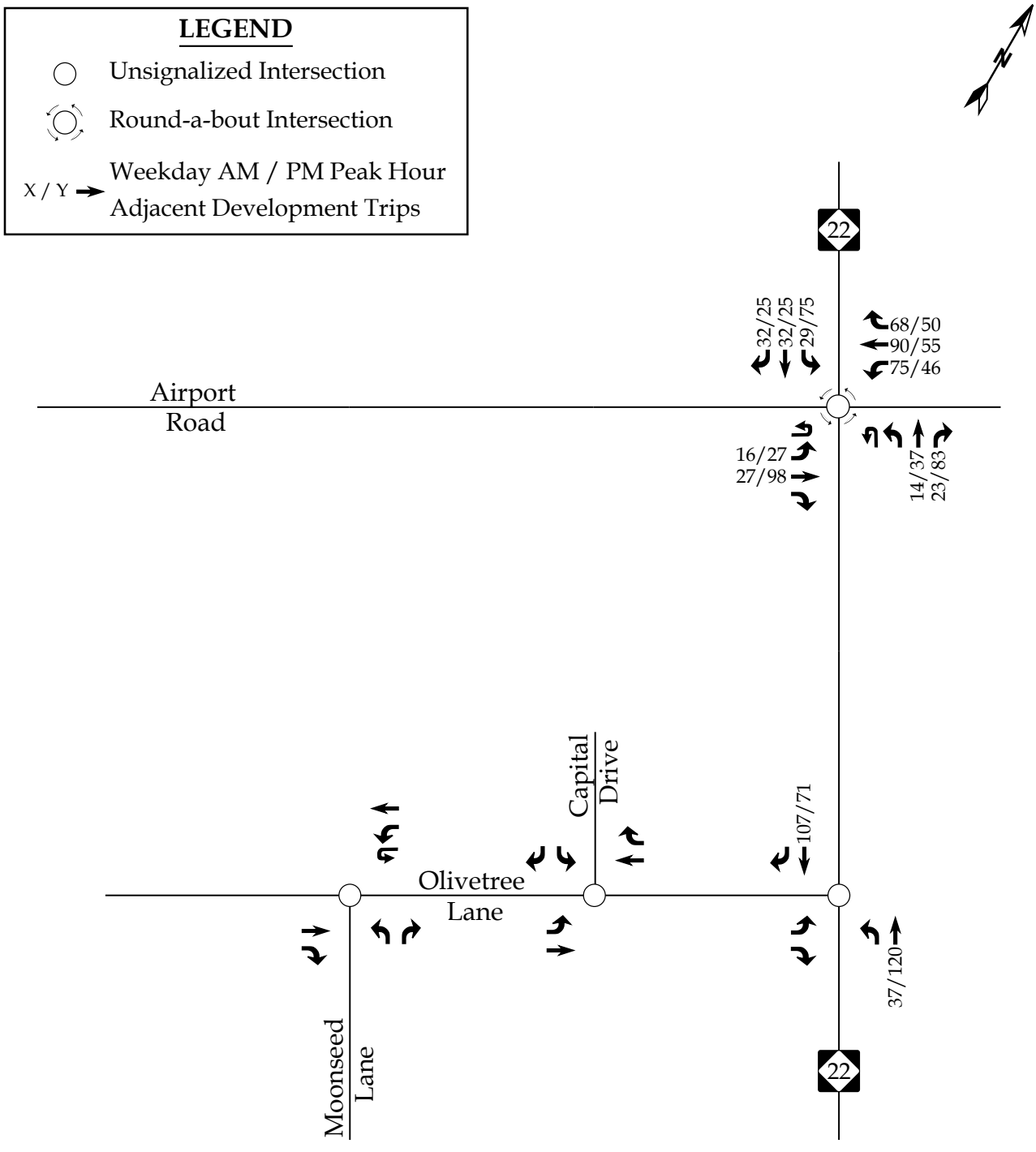
The 2023 no-build traffic volumes were determined by projecting the 2021 existing peak hour traffic to the year 2023, and adding the adjacent development trips. Refer to Figure 7 for an illustration of the 2023 no-build peak hour traffic volumes at the study intersections.

3.5. Analysis of 2023 No-Build Peak Hour Traffic Conditions

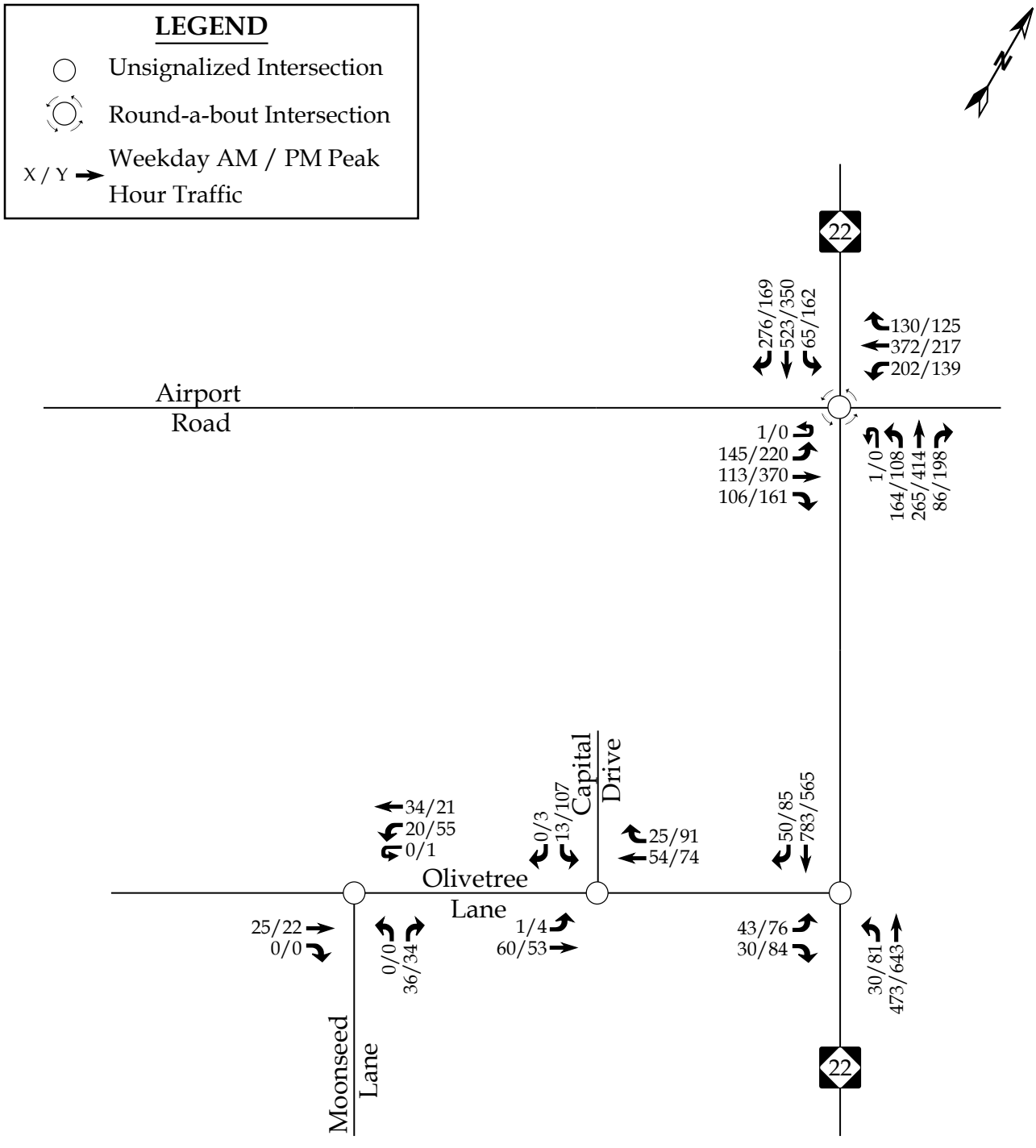
The 2023 no-build AM and PM peak hour traffic volumes at the study intersections were analyzed with future geometric roadway conditions and traffic control. The analysis results are presented in Section 8 of this report.



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2023 Projected Peak Hour Traffic Scale: Not to Scale | Figure 5



RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Peak Hour Adjacent Development Trips Scale: Not to Scale | Figure 6



RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2023 No-Build Peak Hour Traffic	
		Scale: Not to Scale	Figure 7

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

The proposed development is expected to consist of a 53,271 sq. ft. hardware store, 45,300 sq. ft. of general retail, and a 4,800 sq. ft. fast-food restaurant with drive-thru. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Table 3 provides a summary of the trip generation potential for the site.

Table 3: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Hardware Store (816)	53,271 sq. ft.	490	37	35	30	30
Shopping Center (820)	45,300 sq. ft.	3,510	108	66	145	157
Fast-Food Restaurant w/ Drive-Thru (934)	4,800 sq. ft.	2,260	98	95	82	75
Total Trips		**6,260**	**243**	**196**	**257**	**262**
*Internal Capture (11% AM & 21% PM)**			*-24*	*-24*	*-55*	*-54*
Total External Trips			**219**	**172**	**202**	**208**
Pass-By Trips: Hardware Store (49% AM, 50% PM)			*--*	*--*	*-6*	*-6*
Pass-By Trips: Shopping Center (43% PM)			*--*	*--*	*-40*	*-40*
Pass-By Trips: Fast-Food Restaurant w/ Drive-Thru (36% PM)			*-42*	*-42*	*-31*	*-31*
Total Primary Trips			**177**	**130**	**125**	**131**

*Utilizing methodology contained in the NCHRP Report 684.

It is estimated that the proposed development will generate approximately 6,260 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 439 trips (243 entering and 196 exiting) will occur during the

weekday AM peak hour and 519 (257 entering and 262 exiting) will occur during the weekday PM peak hour.

Internal capture of trips between the office, residential, and retail uses was considered in this study. Internal capture is the consideration for trips that will be made within the site between different land uses, so the vehicle technically never leaves the internal site but can still be considered as a trip to that specific land use. Internal capture typically only considers trips between residential, office, and retail/restaurant land uses. Based on NCHRP Report 684 methodology, a weekday AM peak hour internal capture of 11% and a weekday PM peak hour internal capture rate of 21% was applied to the total trips. The internal capture reductions are expected to account for approximately 48 trips (24 entering and 24 exiting) during the weekday AM peak hour and 109 trips (55 entering and 54 exiting) during the weekday PM peak hour.

Pass-by trips were also taken into consideration in this study. Pass-by trips are made by the traffic already using the adjacent roadway, entering the site as an intermediate stop on their way to another destination. Pass-by percentages are applied to site trips after adjustments for internal capture. Pass-by trips are expected to account for approximately 84 trips (42 entering and 42 exiting) during the weekday AM peak hour and approximately 154 trips (77 entering and 77 exiting) during the weekday PM peak hour. It should be noted that the pass-by trips were balanced, as it is likely that these trips would enter and exit in the same hour.

The total primary site trips are the calculated site trips after the reduction for internal capture and pass-by trips. Primary site trips are expected to generate approximately 307 trips (177 entering and 130 exiting) during the weekday AM peak hour and 256 trips (125 entering and 131 exiting) during the weekday PM peak hour.

4.2. Site Trip Distribution and Assignment

Trip distribution percentages used in assigning site traffic for this development were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment.

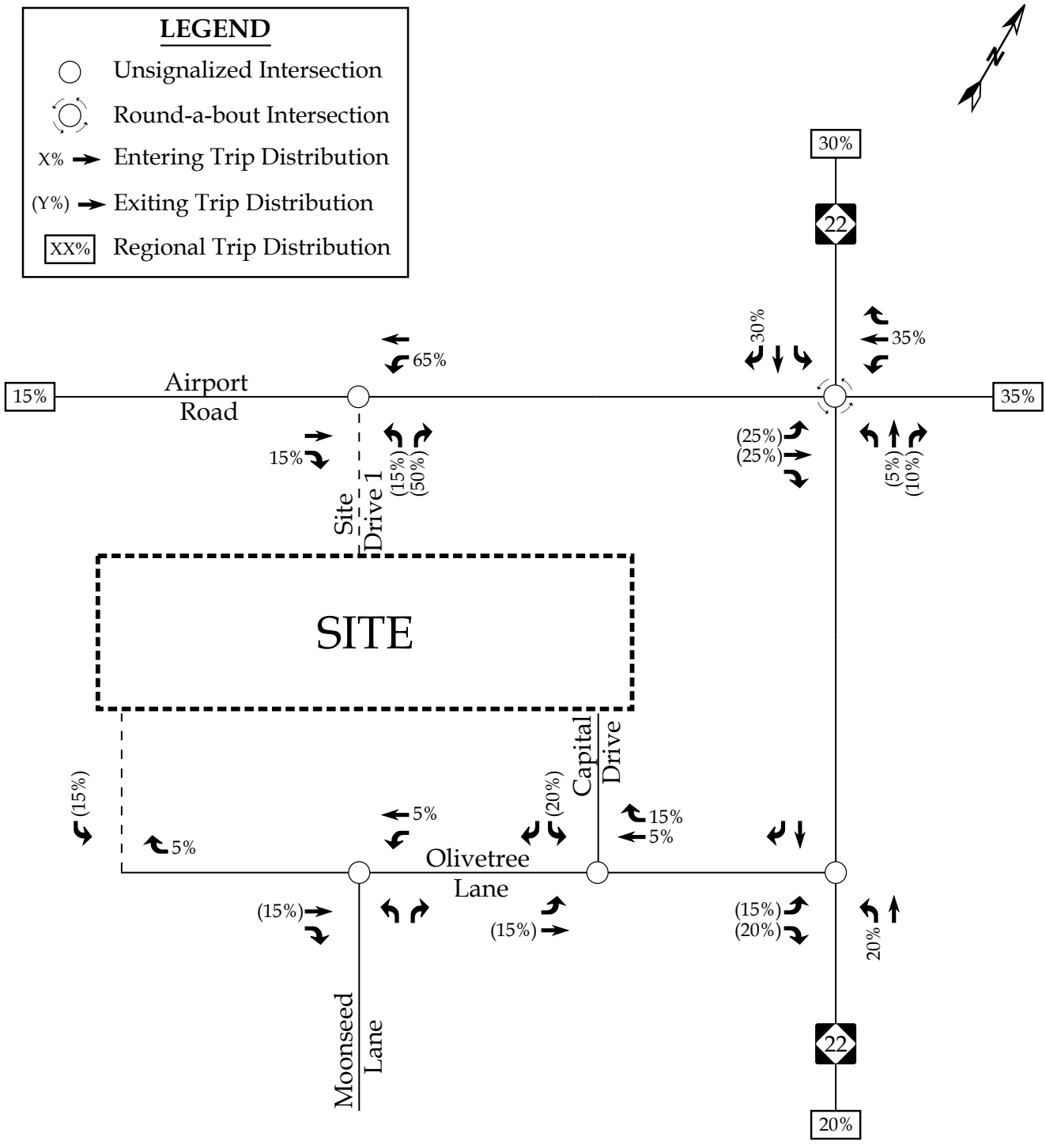
It is estimated that the site trips will be regionally distributed as follows:

- 30% to/from the north via NC 22
- 20% to/from the south via NC 22
- 35% to/from the east via Airport Road
- 15% to/from the west via Airport Road

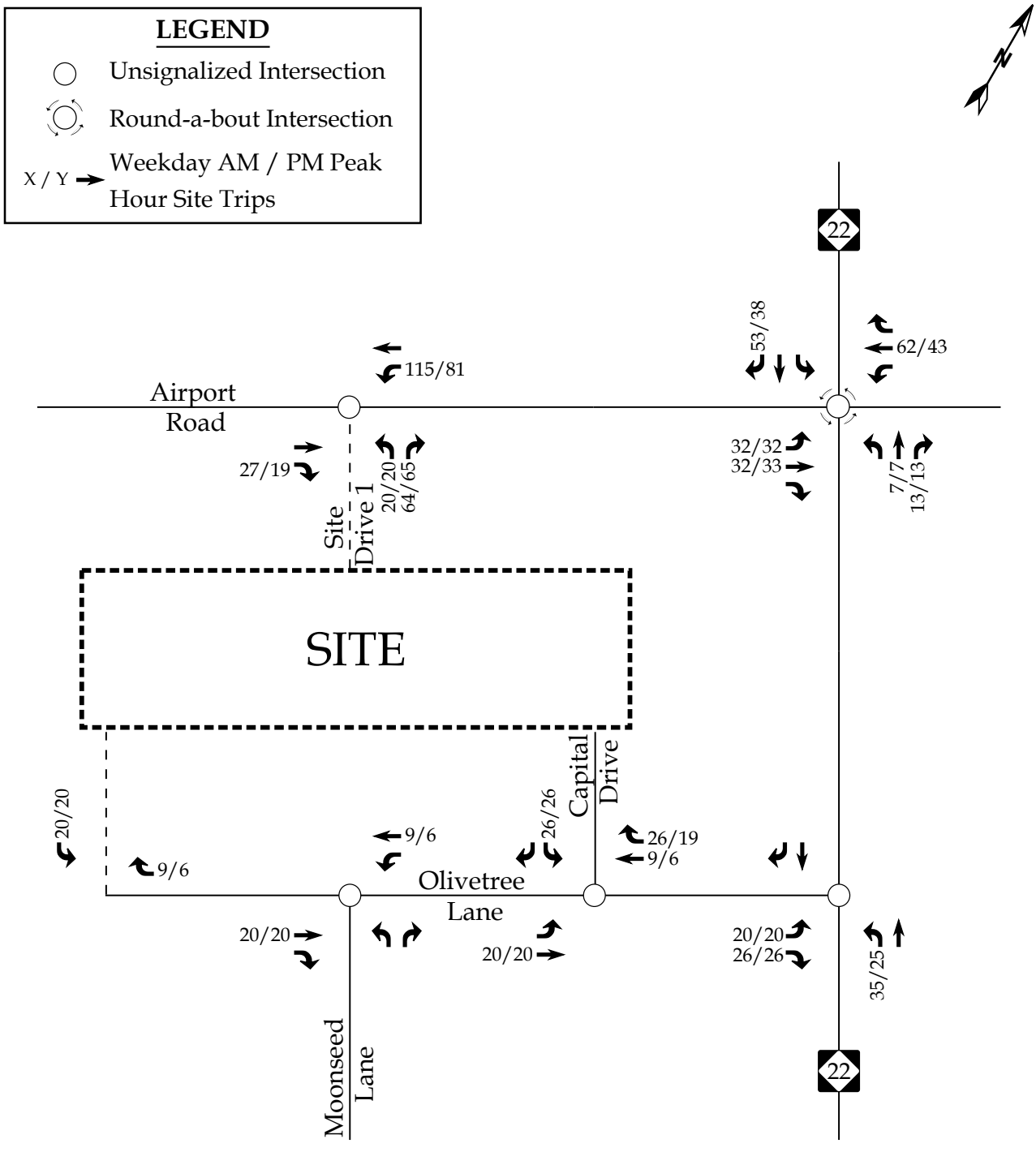
The site trip distribution is shown in Figure 8. Refer to Figure 9 for the site trip assignment.

The pass-by site trips were distributed based on existing traffic patterns with consideration given to the proposed driveway access and site layout. Refer to Figure 10 for the pass-by site trip distribution. Pass-by site trips are shown in Figure 11.

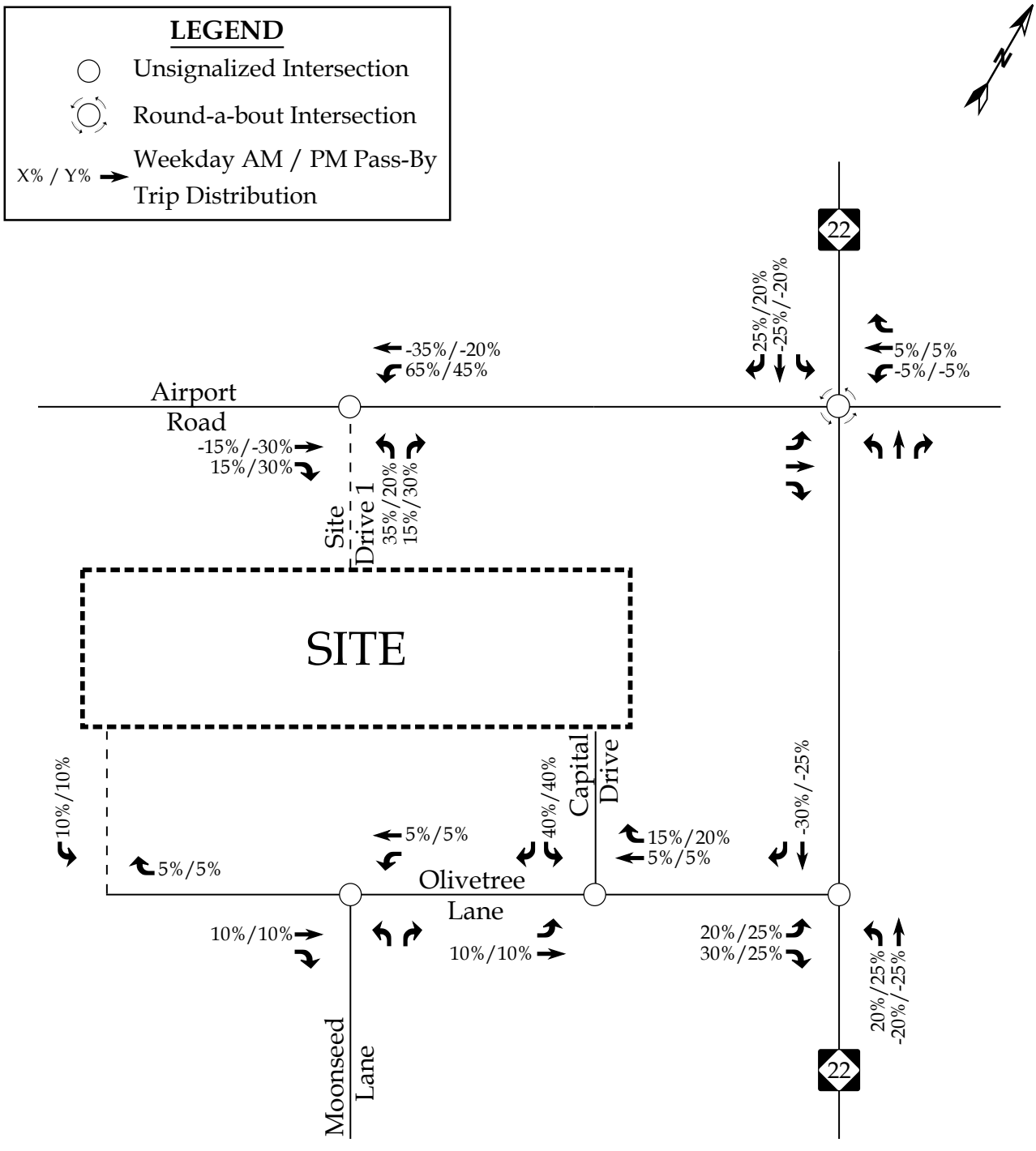
The total site trips were determined by adding the primary site trips and the pass-by site trips. Refer to Figure 12 for the total peak hour site trips at the study intersections.



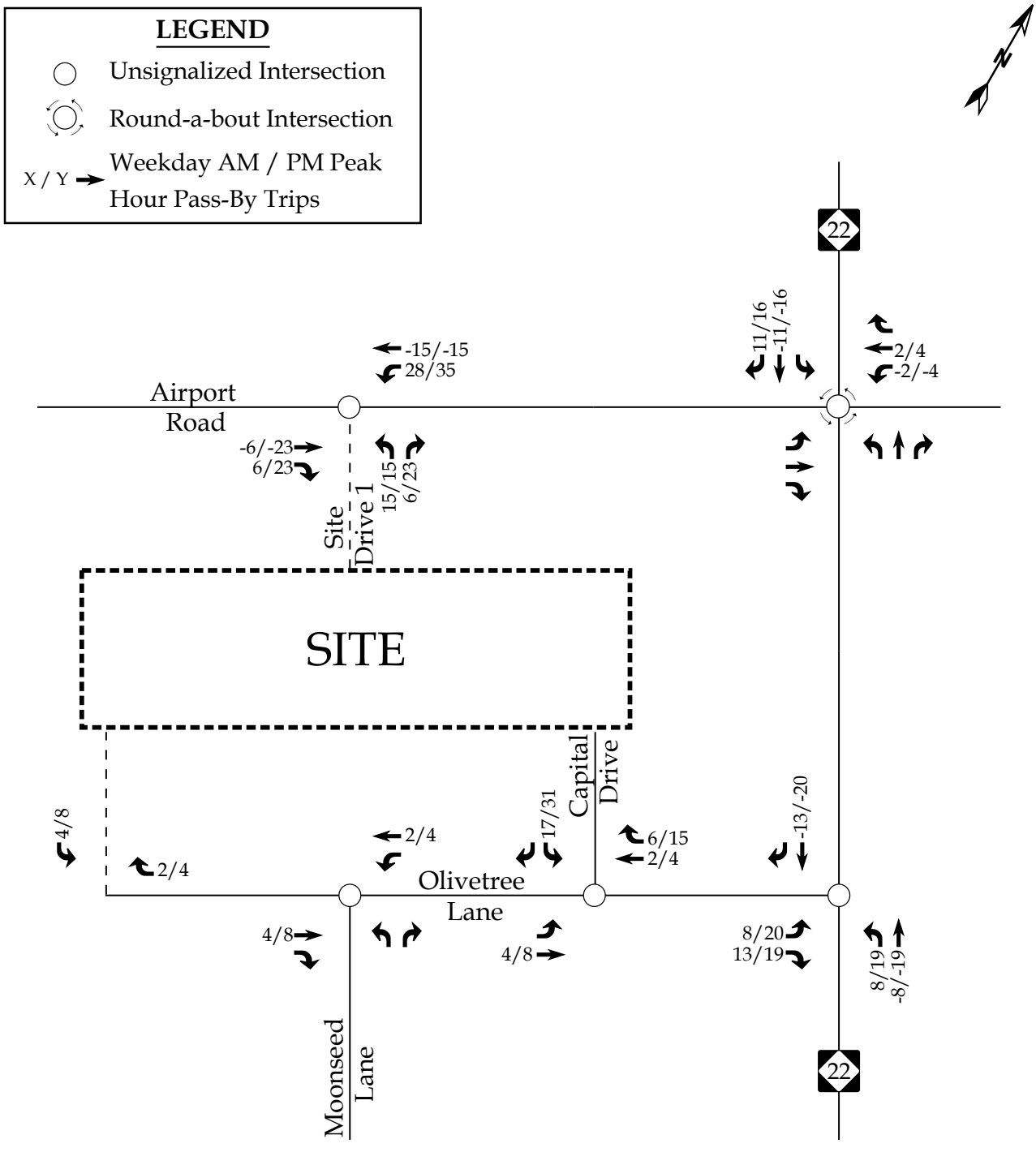
RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Site Trip Distribution Scale: Not to Scale | Figure 8



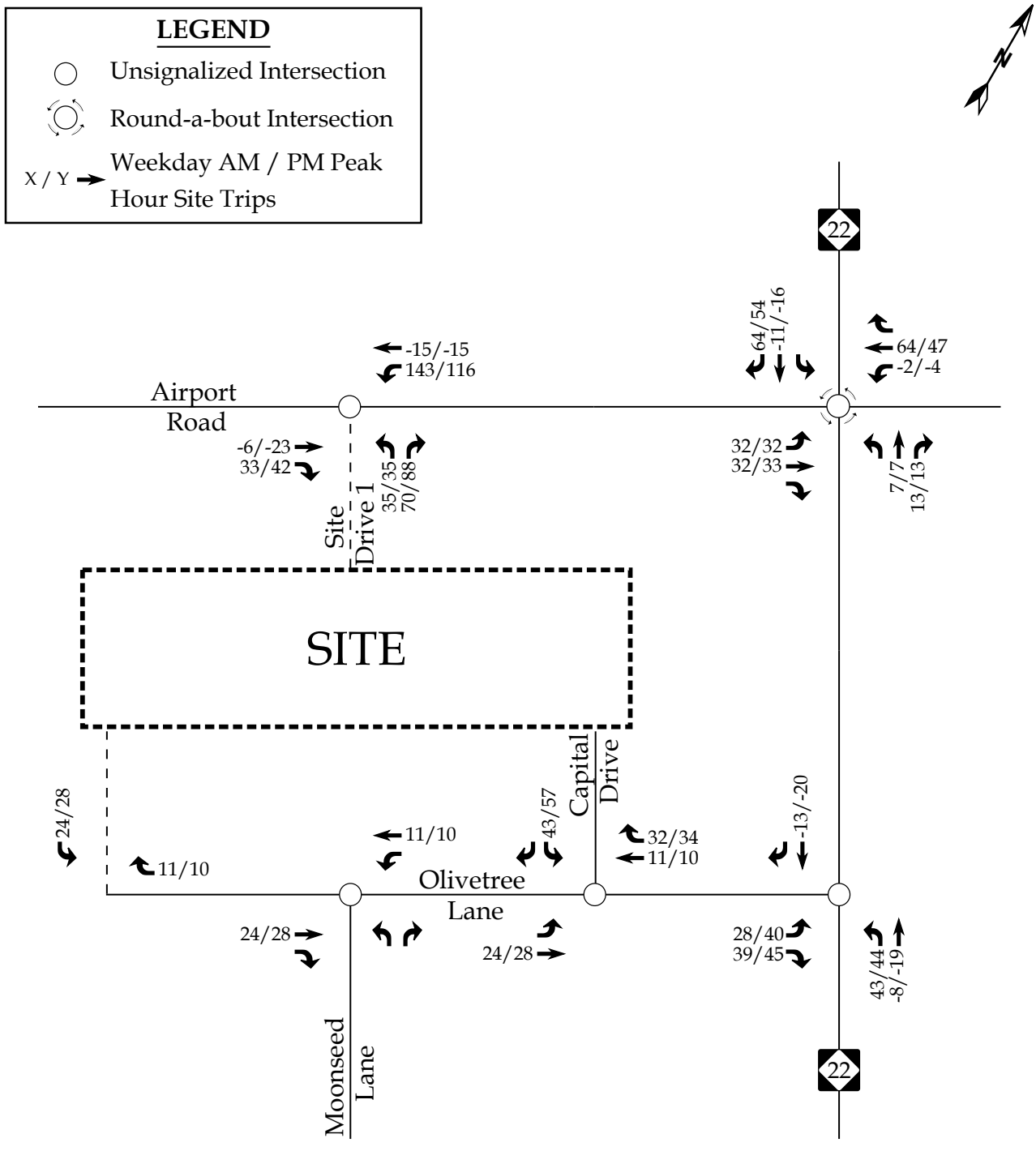
RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Site Trip Assignment Scale: Not to Scale | Figure 9



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Pass-By Site Trip Distribution Scale: Not to Scale | Figure 10



RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Pass-By Site Trip Assignment Scale: Not to Scale | Figure 11



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Total Site Trip Assignment Scale: Not to Scale | Figure 12

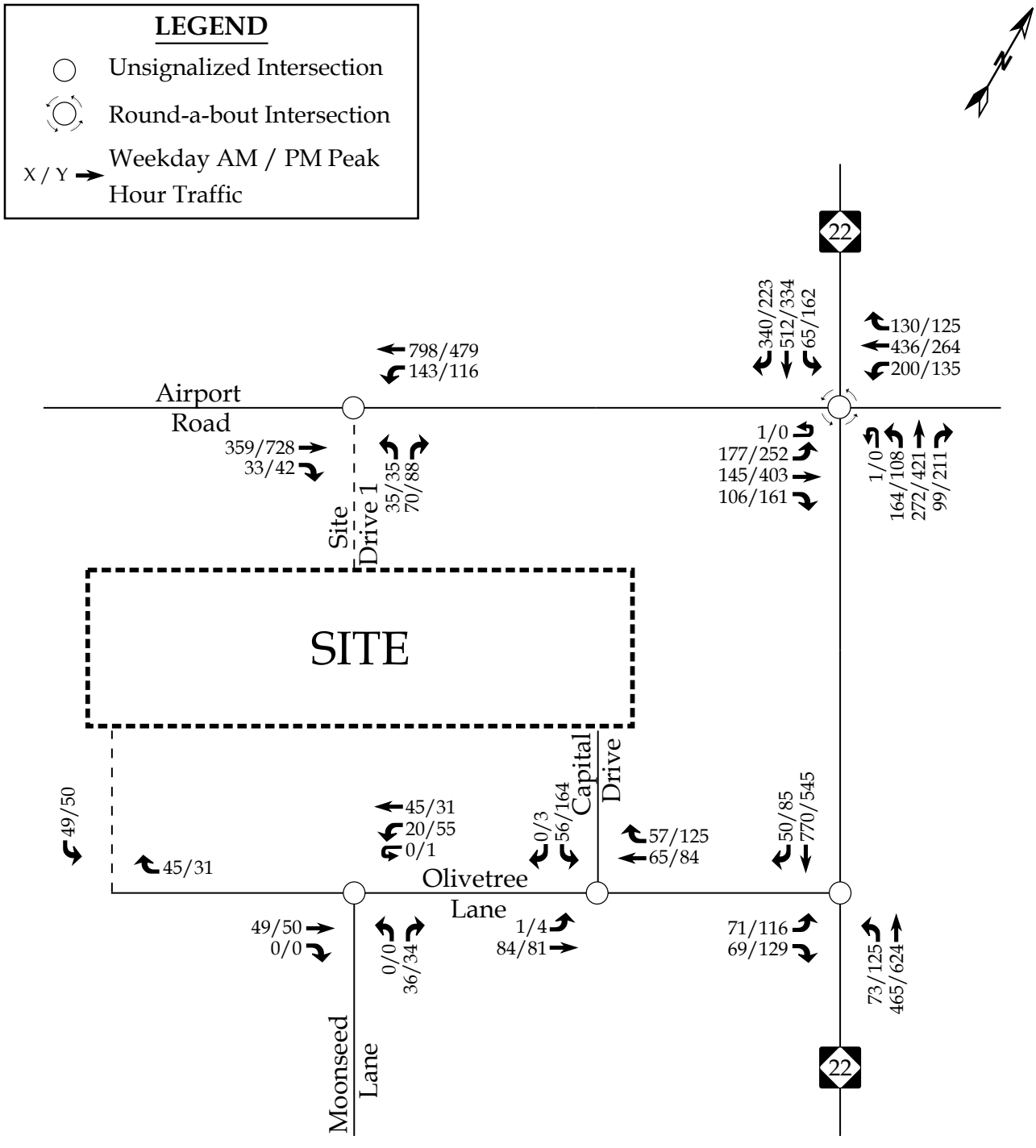
5. 2023 BUILD TRAFFIC CONDITIONS

5.1. 2023 Build Peak Hour Traffic Volumes

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2023 no-build traffic volumes to determine the 2023 build traffic volumes. Refer to Figure 13 for an illustration of the 2023 build peak hour traffic volumes, respectively, with the proposed site fully developed.

5.2. Analysis of 2023 Build Peak Hour Traffic Conditions

Study intersections were analyzed with the 2023 build traffic volumes using the same methodology previously discussed for existing and no-build traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 8 of this report.



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2023 Build Peak Hour Traffic Scale: Not to Scale | Figure 13

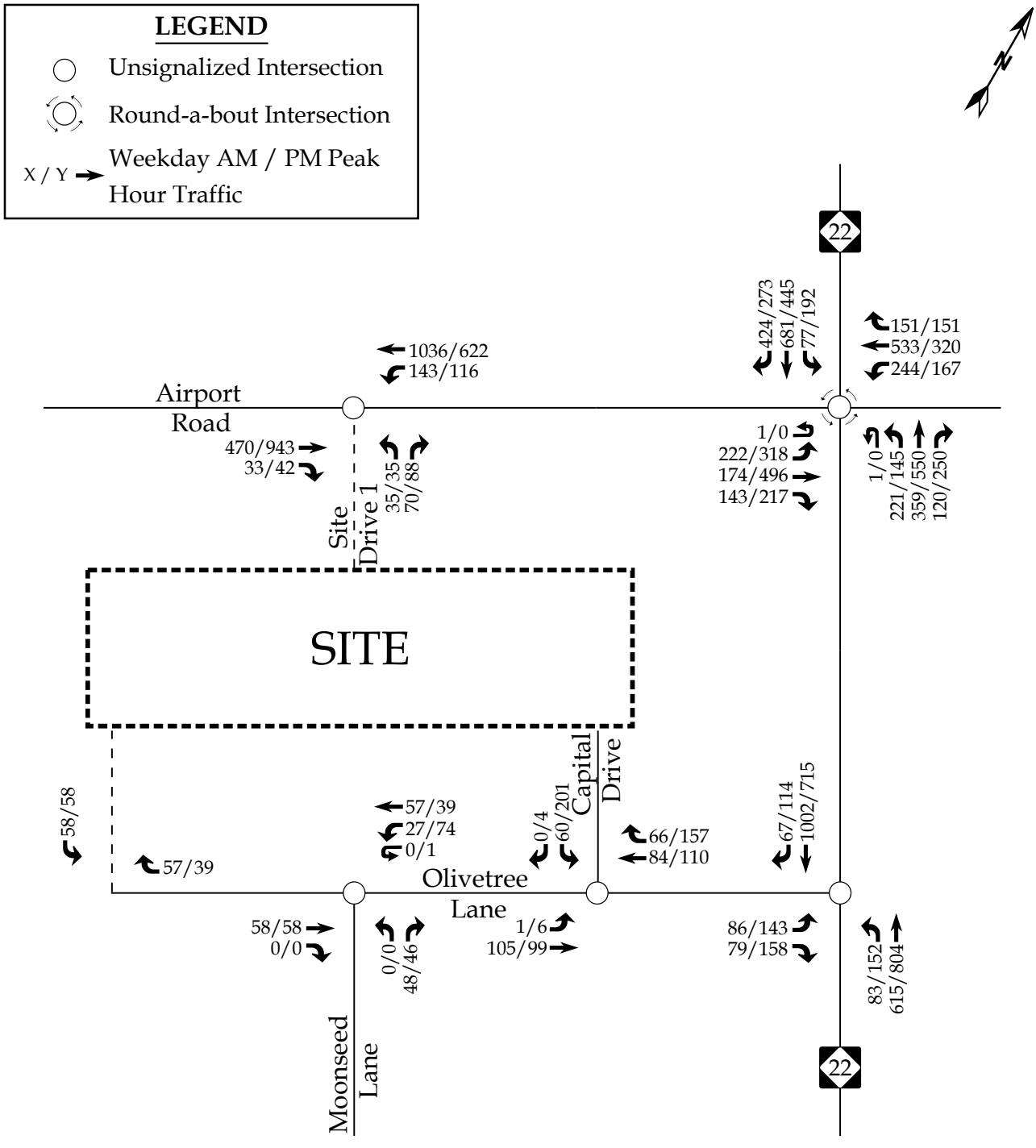
6. 2033 FUTURE TRAFFIC CONDITIONS

6.1. 2033 Future Peak Hour Traffic Volumes

Per the Town's UDO guidelines, an analysis of the proposed development ten (10) years after buildout is required for commercial and mixed-use developments. In order to estimate traffic conditions ten years beyond buildout of the proposed development, 2021 existing traffic volumes were grown to the future year 2033 using the NCDOT and Town approved 2% annual growth rate. Adjacent development trips (Figure 6) and proposed development total site trips (Figure 12) were added to the projected volumes to determine 2033 future traffic volumes. Refer to Figure 14 for an illustration of the 2033 future traffic volumes.

6.2. Analysis of 2033 Future Peak Hour Traffic Conditions

Study intersections were analyzed with the 2033 future traffic volumes using the same methodology previously discussed for existing, no-build, and build traffic conditions. The results of the capacity analysis for each intersection are presented in Section 8 of this report.



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	2033 Future Peak Hour Traffic	
		Scale: Not to Scale	Figure 14

7. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *Highway Capacity Manual* (HCM), 6th Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. Computer software packages, Synchro (Version 10.3), and SIDRA (Version 9.0.2) were used to complete the analyses for all of the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as "the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions." Level of service (LOS) is a term used to represent different driving conditions, and is defined as a "qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers." Level of service varies from Level "A" representing free flow, to Level "F" where breakdown conditions are evident. Refer to Table 4 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes "initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay". An average control delay of 50 seconds at a signalized intersection results in LOS "D" operation at the intersection.

Table 4: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

7.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the NCDOT Congestions Management Guidelines.

8. CAPACITY ANALYSIS

8.1. NC 22 and Airport Road

The existing roundabout intersection of NC 22 and Airport Road was analyzed under 2021 existing, 2023 no-build, 2023 build, and 2033 future traffic conditions with the lane configurations and traffic control shown in Table 5. Refer to Table 5 for a summary of the analysis results. Refer to Appendix D for the SIDRA capacity analysis reports.

Table 5: Analysis Summary of NC 22 and Airport Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	B C A B	B (14)	D B D A	C (21)
2023 No-Build	EB WB NB SB	1 LT-TH-RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT	D C A E	D (29)	F B C B	F (60)
2023 No-Build (w/o Airport Road Residential)	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	C C B C	C (19)	F C F A	E (41)
2023 Build	EB WB NB SB	1 LT-TH-RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT	E E A F	E (38)	F C C B	F (71)
2023 Build (w/o Airport Road Residential)	EB WB NB SB	1 LT-TH-RT 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	C E B C	D (25)	F C F A	F (54)

Improvements to lane configurations by Airport Road Residential shown underlined

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2023 Build - **Improved**	EB WB NB SB	1 LT-TH, **1 RT** 1 LT-TH, 1 RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT	C E A F	D (34)	F C E B	D (33)
2023 Build (w/o Airport Road Residential) **Improved**	EB WB NB SB	1 LT-TH, **1 RT** 1 LT-TH-RT 1 LT-TH-RT 1 LT-TH, 1 RT	B E B C	C (23)	C C F A	E (41)
2033 Future (Build + 10)	EB WB NB SB	1 LT-TH, **1 RT** 1 LT-TH, 1 RT 1 LT-TH, 1 RT 1 LT-TH, 1 RT	C F C F	F (102)	F D F D	F (100)

Improvements to lane configurations by Airport Road Residential shown underlined
Improvements to lane configurations by the developer are shown in bold.

Capacity analysis of 2021 existing traffic conditions indicates that the intersection is expected to operate at an overall LOS C or better during the weekday AM and PM peak hours. Analysis of 2023 no-build and 2023 build traffic conditions is provided with and without the traffic and improvements associated with Airport Road Residential development in order to provide a more accurate evaluation of the proportional impact that site traffic of the proposed development is expected to have at this intersection.

Under conventional 2023 no-build conditions the intersection is expected to operate at an overall LOS D during the weekday AM peak hour and LOS F during the weekday PM peak hour. Under 2023 build traffic conditions this intersection is expected to operate at LOS E during the weekday AM peak hour and to continue to operate at LOS F during the weekday PM peak hour. Due to the poor levels-of-service experienced at this intersection upon buildout of the proposed development, installation of an eastbound right-turn slip lane was identified as a potential improvement. With this improvement, the intersection is expected to operate at an overall LOS D during the weekday AM and PM peak hours under 2023 build traffic conditions.

Under 2023 no-build traffic conditions without the traffic and improvements associated with the Airport Road Residential development, the intersection is expected to operate at an overall LOS C during the weekday AM peak hour and LOS E during the weekday PM peak hour. Under 2023 build traffic conditions the intersection is expected to operate at an overall LOS D during the weekday AM peak hour and at LOS F during the weekday PM peak hour. With installation of an eastbound right-turn slip lane to mitigate the proposed development's proportional impact, as previously identified, the intersection is expected to operate at an overall LOS C during the weekday AM peak hour and LOS E during the weekday PM peak hour. It should be noted that though LOS E is expected under 2023 no-build traffic conditions during the weekday PM peak hour, that an overall reduction in delay between 2023 no-build (41.3s delay) and 2023 build traffic conditions (40.7s delay) is expected as a result of the recommended improvements at this intersection. Therefore, it is recommended that an eastbound right-turn slip lane be installed at this intersection upon buildout of the proposed development to mitigate the proportional impact that the development site traffic is expected to have.

Under 2033 future traffic conditions this intersection is expected to operate at an overall LOS F during the weekday AM and PM peak hours. It should be noted that analysis of this scenario is provided for informational purposes per the Town's UDO and is reflective of future conditions beyond the anticipated buildout year of the proposed development. These failing levels-of-service are attributed to background growth of the surrounding area over the 10-year period following buildout of the proposed development.

8.2. NC 22 and Olivetree Lane

The existing unsignalized intersection of NC 22 and Olivetree Lane was analyzed under 2021 existing, 2023 no-build, 2023 build, and 2033 future traffic conditions with the lane configurations and traffic control shown in Table 6. Refer to Table 6 for a summary of the analysis results. Refer to Appendix E for the Synchro capacity analysis reports.

Table 6: Analysis Summary of NC 22 and Olivetree Lane

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH, 1 RT	C[2] A[1] --	N/A	D[2] A[1] --	N/A
2023 No-Build	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH, 1 RT	D[2] B[1] --	N/A	F[2] A[1] --	N/A
2023 Build	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH, 1 RT	F[2] B[1] --	N/A	F[2] A[1] --	N/A
2023 Build – **Signalized**	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH, 1 RT	C A B	B (16)	C B C	B (19)
2033 Future (Build + 10) **Signalized**	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH, 1 RT	D B C	C (23)	D B C	C (25)

Improvements to lane configurations by the developer are shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2021 existing and 2023 no-build traffic conditions indicates that the major-street left-turn movement is expected to operate at LOS B or better during the weekday AM and PM peak hours. The minor-street approach is expected to operate at LOS D or better during the weekday AM and PM peak hours, with the exception of the weekday PM peak hour under 2023 no-build traffic conditions (LOS F).

Under 2023 build traffic conditions, the major-street left-turn movement is expected to continue to operate at LOS B or better during the weekday AM and PM peak hours, while the

minor-street approach is expected to operate at LOS F. These level-of-service are not uncommon for stop-controlled minor-street approaches with heavy mainline (NC 22) traffic volumes.

Due to the poor level-of-service for the minor-street approach, a traffic signal was considered at this intersection under 2023 build traffic conditions to achieve acceptable levels-of-service. The peak hour signal warrant from the *Manual on Uniform Traffic Control Devices* (MUTCD) was considered and this intersection is expected to meet the peak hour warrants for the weekday AM and PM peak hours under 2023 build traffic conditions. Refer to Appendix J for a copy of the MUTCD warrants. With installation of a traffic signal, this intersection is expected to operate at an overall LOS B/C during the weekday AM and PM peak hours under 2023 build and 2033 future traffic conditions. It is recommended that this intersection be monitored for signalization and installed once warranted and approved by NCDOT.

8.3. Olivetree Lane and Capital Drive

The existing unsignalized intersection of Olivetree Lane and Capital Drive was analyzed under 2021 existing, 2023 no-build, 2023 build, and 2033 build traffic conditions with the lane configurations and traffic control shown in Table 7. Refer to Table 7 for a summary of the analysis results. Refer to Appendix F for the Synchro capacity analysis reports.

Table 7: Analysis Summary of Olivetree Lane and Capital Drive

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A[1] -- A[2]	N/A	A[1] -- B[2]	N/A
2023 No-Build	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A[1] -- A[2]	N/A	A[1] -- B[2]	N/A
2023 Build	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A[1] -- B[2]	N/A	A[1] -- B[2]	N/A
2033 Future (Build + 10)	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A[1] -- B[2]	N/A	A[1] -- B[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis indicates that the major-street left-turn movement is expected to operate at LOS A during the weekday AM and PM peak hours, and the minor-street approach is expected to operate at LOS B or better during the weekday AM and PM peak hours under all analysis scenarios.

Based on the minimal impacts of site traffic on this study intersection and the expected acceptable operation of this intersection upon buildout of the development, no improvements are recommended at this intersection for the proposed development.

8.4. Olivetree Lane and Moonseed Lane

The existing unsignalized intersection of Olivetree Lane and Moonseed Lane was analyzed under 2021 existing, 2023 no-build, 2023 build, and 2028 build traffic conditions with the lane configurations and traffic control shown in Table 9. Refer to Table 9 for a summary of the analysis results. Refer to Appendix G for the Synchro capacity analysis reports.

Table 9: Analysis Summary of Olivetree Lane and Moonseed Lane

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2021 Existing	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] A[2]	N/A	-- A[1] A[2]	N/A
2023 No-Build	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] A[2]	N/A	-- A[1] A[2]	N/A
2023 Build	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] A[2]	N/A	-- A[1] A[2]	N/A
2033 Future (Build + 10)	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A[1] A[2]	N/A	-- A[1] A[2]	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis indicates that the major-street left-turn movement and minor-street approach are both expected to operate at LOS A during the weekday AM and PM peak hours under all analysis scenarios.

Based on the minimal impacts of site traffic on this study intersection and the expected acceptable operation of this intersection upon buildout of the development, no improvements are recommended at this intersection for the proposed development.

8.5. Airport Road and Site Drive 1

The proposed intersection of Airport Road Road and Site Drive 1 was analyzed under 2023 build and 2033 build traffic conditions with the lane configurations and traffic control shown in Table 10. Refer to Table 10 for a summary of the analysis results. Refer to Appendix H for the Synchro capacity analysis reports.

Table 10: Analysis Summary of Airport Road and Site Drive 1

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2023 Build	EB WB **NB**	1 TH, **1 RT** 1 **LT**-TH **1 LT-RT**	-- A[1] D[2]	N/A	-- B[1] D[2]	N/A
2033 Future (Build + 10)	EB WB **NB**	1 TH, **1 RT** 1 **LT**-TH **1 LT-RT**	-- A[1] F[2]	N/A	-- B[1] F[2]	N/A

Improvements to lane configurations are shown in bold.
1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2023 build traffic conditions indicates the major-street left-turn movement is expected to operate at LOS B or better during the weekday AM and PM peak hours, while the minor-street approach is expected to operate at LOS D.

Under 2033 future traffic conditions the major-street left-turn movement is expected to continue to operate at LOS B or better during the weekday AM and PM peak hours, while ethe minor-street approach is expected to operate at LOS F. It should be noted that analysis of this scenario is provided for informational purposes per the Town's UDO and is reflective of future conditions beyond the anticipated buildout year of the proposed development. These failing levels-of-service are attributed to background growth of the surrounding area over the 10-year period following buildout of the proposed development.

Right and left-turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and are recommended on the eastbound and westbound approaches, respectively. Refer to Appendix I for a copy of the turn lane warrants.

9. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the proposed Southern Pines Retail development, located in the southwest quadrant of the intersection of NC 22 and Airport Road in Southern Pines, North Carolina. The proposed development is expected to be a retail development and be built out in 2023 Site access is proposed via one (1) full movement driveway along Airport Road and connections to Olivetree Lane and Capital Drive. Refer to Figure 2 for a copy of the preliminary site plan.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2021 Existing Traffic Conditions
- 2023 No-Build Traffic Conditions
- 2023 Build Traffic Conditions
- 2033 Future Traffic Conditions (Build + 10)

Trip Generation

It is estimated that the proposed development will generate approximately 307 primary trips (177 entering and 130 exiting) during the weekday AM peak hour and 256 primary trips (125 entering and 131 exiting) during the weekday PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to NCDOT Congestion Management Guidelines. Refer to section 7.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

Intersection Capacity Analysis Summary

All the study area intersections (including the proposed site driveways) are expected to operate at acceptable levels-of-service under existing and future year conditions with the exception of the intersections listed below. A summary of the study area intersections that are expected to need improvements are as follows:

NC 22 and Airport Road

Under conventional 2023 build traffic conditions this intersection is expected to operate at LOS E during the weekday AM peak hour and to continue to operate at LOS F during the weekday PM peak hour. Due to the poor levels-of-service experienced at this intersection upon buildout of the proposed development, installation of an eastbound right-turn slip lane was identified as a potential improvement. With this improvement, the intersection is expected to operate at an overall LOS D during the weekday AM and PM peak hours under 2023 build traffic conditions.

Under 2023 build traffic conditions without the traffic and improvements associated with the Airport Road Residential development, the intersection is expected to operate at an overall LOS F during the weekday PM peak hour. With installation of an eastbound right-turn slip lane to mitigate the proposed development's proportional impact, as previously identified, the intersection is expected to operate at an overall LOS E during the weekday PM peak hour. It should be noted that though LOS E is expected under 2023 no-build traffic conditions during the weekday PM peak hour, that an overall reduction in delay between 2023 no-build (41.3s delay) and 2023 build traffic conditions (40.7s delay) is expected as a result of the recommended improvements at this intersection. Therefore, it is recommended that an eastbound right-turn slip lane be installed at this intersection upon buildout of the proposed development to mitigate the proportional impact that the development site traffic is expected to have.

NC 22 and Olivetree Lane

Under 2023 build traffic conditions, the minor-street approach is expected to operate at LOS F during the weekday AM and PM peak hours. These level-of-service are not uncommon for stop-controlled minor-street approaches with heavy mainline (NC 22) traffic volumes.

Due to the poor level-of-service for the minor-street approach, a traffic signal was considered at this intersection under 2023 build traffic conditions to achieve acceptable levels-of-service. The peak hour signal warrant from the *Manual on Uniform Traffic Control Devices* (MUTCD) was considered and this intersection is expected to meet the peak hour warrants for the

weekday AM and PM peak hours under 2023 build traffic conditions. With installation of a traffic signal, this intersection is expected to operate at an overall LOS B during the weekday AM and PM peak hours under 2023 build traffic conditions. It is recommended that this intersection be monitored for signalization and installed once warranted and approved by NCDOT.

10. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a more detailed description of the recommended improvements below. Refer to Figure 14 for an illustration of the recommended lane configuration for the proposed development.

Committed Improvements by Others

NC 22 and Airport Road

- Construct an exclusive westbound right-turn slip lane on Airport Road with a minimum of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.
- Construct an exclusive northbound right-turn slip lane on NC 22 with a minim of 150 feet of storage and appropriate taper. Provide yield control for the slip lane.

Recommended Improvements by Developer

NC 22 and Airport Road

- Construct an exclusive eastbound (Airport Road) right-turn lane slip lane with a minimum of 150 feet of storage with appropriate decel and taper. Provide yield control for the slip lane.

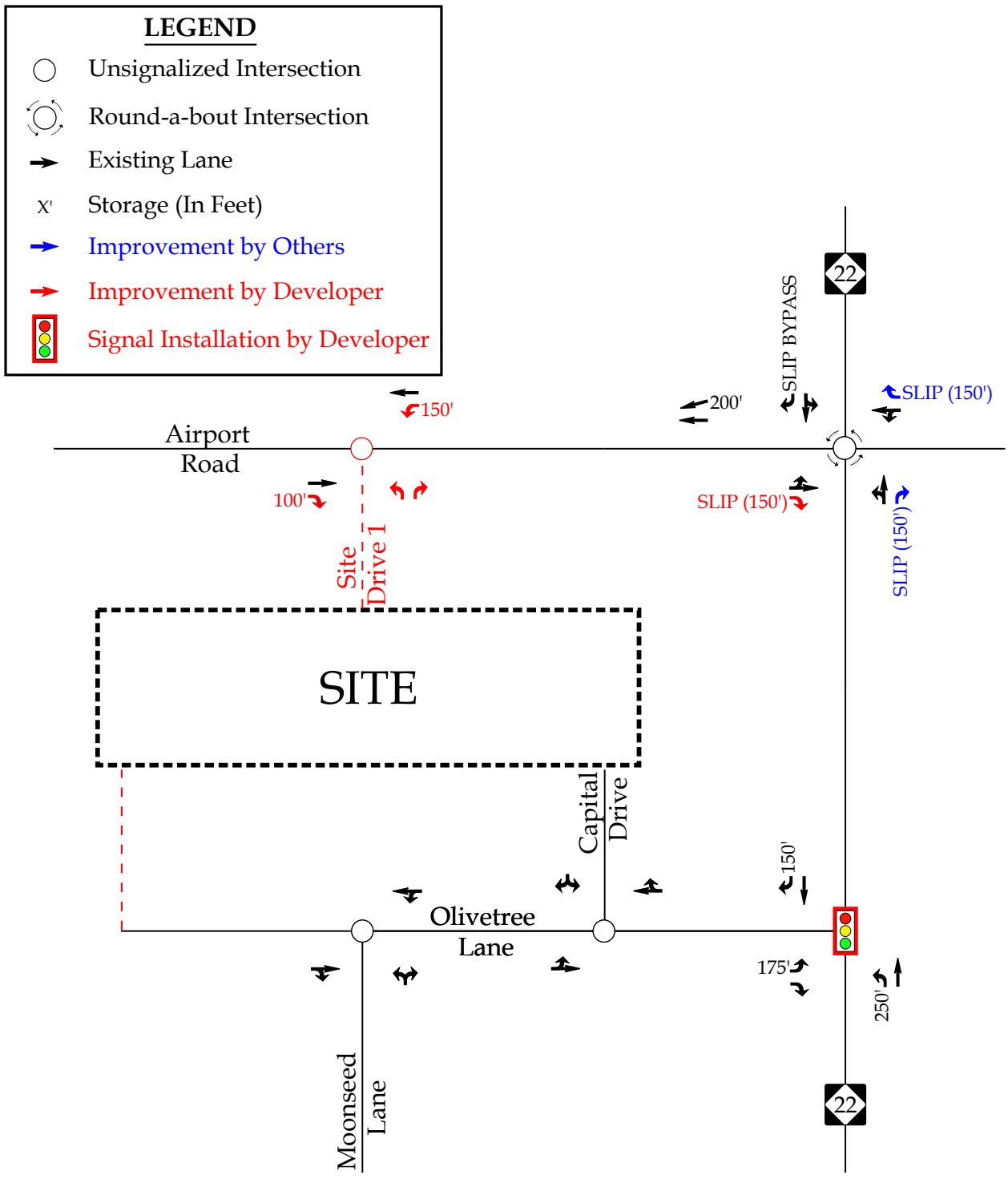
NC 22 and Olivetree Lane

- Monitor intersection for signalization prior to buildout of the proposed development and install once warranted and approved by NCDOT.

Airport Road and Site Drive 1

- Construct the northbound approach (Site Drive 1) with one ingress lane and two egress lanes striped as exclusive right and left-turn lanes.
- Provide stop-control for the northbound approach (Site Drive 1).
- Construct an exclusive eastbound (Airport Road) right-turn lane with a minimum of 100 feet of storage and appropriate decel and taper.

- Construct an exclusive westbound (Airport Road) left-turn lane with a minimum of 150 feet of storage and appropriate decel and taper.



RKA RAMEY KEMP ASSOCIATES	Southern Pines Retail Southern Pines, NC	Recommended Lane Configurations Scale: Not to Scale | Figure 15