

Return to: Hunter Nestor
Village of marvin

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UNION COUNTY, NC
CRYSTAL D. GILLIARD
REGISTER OF DEEDS

FILED Jul 30, 2025
AT 03:33 pm
BOOK 09168
START PAGE 0865
END PAGE 0902
INSTRUMENT # 19274
EXCISE TAX (None)
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STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF UNION

This Development Agreement (hereinafter the "**Agreement**") is made and entered into as of the 8th day of July, 2025 ("**Effective Date**"), by and between **RTS INVESTORS II** a North Carolina limited liability company ("Developer"), whose address is 10815 Sikes Place, Suite 300, Charlotte, North Carolina 28277 and the **VILLAGE OF MARVIN, NORTH CAROLINA**, a municipal corporation of the State of North Carolina ("Village"), whose address is 10006 Marvin School Road, Marvin North Carolina 28173. Developer and Marvin, and any successors thereto, are referred to herein as the "Party" or "Parties."

ARTICLE 1. FRAMEWORK

- 1.1 North Carolina General Statutes (hereinafter referred to as "General Statutes" or "G.S.") Chapter 160D, Article 10, Sections 160D-1001 through 160D-1012 provides a statutory framework for development agreements between local governments and developers in accordance with those Sections.
- 1.2 The Marvin Unified Development Ordinance (MDO) Article 7.15-1 requires entry into a development agreement concurrently with rezoning to any MU-2 conditional zoning district.
- 1.3 In addition to any force of law conferred upon this Agreement by Applicable Laws, the terms of this Agreement also are contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

ARTICLE 2. DEFINITIONS

In the construction of this Agreement, unless otherwise defined herein, the following capitalized words and terms shall have the respective meanings set forth below. Except as otherwise provided in this Agreement, terms used in the relevant portions of the General Statutes and the MDO shall have the same meanings as employed in those statutes and ordinances.

- 2.1 **"Applicable Law"** means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Development, including, without limitation, the Current Regulations.
- 2.2 **"Current Regulations"** means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Village on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements and the Village Regulations.
- 2.3 **"Developer"** shall mean RTS INVESTORS II and any Person who (i) acquires fee simple title to a Parcel from the Developer and (ii) to whom, with respect to such Parcel, the transferring Developer expressly assigns all of its then existing rights and obligations as Developer under this Agreement. No such assignment shall be valid until it is recorded in the Registry. Any Person who acquires a Parcel in fee simple title from the Developer without a specific assignment of Developer rights shall be a "Parcel Owner" and not a "Developer." On the Effective Date of this Agreement, RTS INVESTORS II is the sole Developer.
- 2.4 **"Development"** or **"Develop"** shall mean any activity on the Property involving, requiring, or consisting of any of the following: (i) the construction of a new building; (ii) the construction or installation of structures or facilities such as, but not limited to, roads, greenways, paved trails, sidewalks, parking lots, and/or utility infrastructures; (iii) the clearing or alteration of land as an adjunct of such construction; (iv) the expansion of an existing building; or (v) the division of land into two or more Parcels or the recombination of Parcels. When appropriate to the context, Development refers to the planning for or the act of developing or the result of development. It is contemplated by the Parties that numerous Development projects will occur on the Property during the Agreement Term.
- 2.5 **"Development Permit"** means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
- 2.6 **"Local Government"** means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
- 2.7 **"Parcel"** means each separate tract of the Property as the same may be constituted from time to time, including a tract as acquired by the Developer, a tract that has been subdivided out of another tract, or a tract that results from the recombination of two or more tracts.
- 2.8 **"Property"** shall mean the land comprised of approximately 28.11 acres bearing Union County Parcel identification numbers 06198002A and as more specifically described in

Exhibit A attached hereto and shown on the Rezoning Plan attached hereto as Exhibit B and located within the corporate limits of the Village.

- 2.9 **"Project"** means the Development of Marvin Commons, a mixed-use development on the Property in accordance with the Rezoning Plan.
- 2.10 **"Public Facilities"** means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities required by the Rezoning Plan or this Agreement to be constructed for the Project.
- 2.11 **"Registry"** refers to the office of the Union County Register of Deeds.
- 2.12 **"Representative"** is a Person designated by the Developer to act for and on behalf of the Developer and subject to the terms of this Agreement. As of the Effective Date, the Representative is David Miller. At any time and from time to time the Developer may designate a successor or replacement Representative and shall notify the Village of any change in the Representative.
- 2.13 **"Rezoning Plan"** means Development Standards, the Technical Data Sheet, Schematic Site Plan, and related graphics (collectively referred to as the "Rezoning Plan") attached hereto as Exhibit B, together with all amendments and supplements thereto requested by Developer and adopted by the Village after the Effective Date of this Agreement.
- 2.14 **"Village Regulations"** refers to an ordinance, regulation, resolution, technical or design manual, or policy officially adopted by the Village including, without limitation, the MDO in effect on the Effective Date of the Agreement.

ARTICLE 3. BACKGROUND INFORMATION

- 3.1 RTS INVESTORS II, LLC are the fee simple owner of the Property on the Effective Date.
- 3.2 The purpose of this Agreement is to facilitate the Development of the Property in a way that best realizes the public benefits to the Parties. The Development of the Property requires a major investment by the Developer in Public Facilities, substantial initial investment in on-site and off-site improvements, participation in other programs for public benefit and purposes, and substantial commitment of resources to achieve the benefits of the Development for the Village and Developer. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the Village as provided by this Agreement. Without this Agreement, the Village will not be able to properly assure the provision of an efficient, effective, and practical overall plan for addressing the Development of the Property, including the protection of natural resources, the provision of open space and parkland, and commitments with respect to

greenways, multi-use paths, sidewalks, roads, and other infrastructure improvements, as applicable.

- 3.3 After careful review and deliberation, the Village Council has determined and concluded that the Agreement meets the goals and needs of the Parties and complies with all statutory requirements and Village Regulations.

ARTICLE 4. DEVELOPMENT TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein and the approval of the Rezoning Plan, the Parties hereby agree as follows:

- 4.1 Term. The period of duration of this Agreement ("Term") shall commence upon the Effective Date and shall exist and continue through the date that is seven (7) years immediately following the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement. Expiration of the Term shall not terminate mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the term.
- 4.2 Uses; Rezoning Plan. The property is zoned MU-2. Development of the Site and uses will be governed by the Rezoning Plan, including the list of prohibited uses. In the event of any discrepancy between the terms of this Agreement and the Rezoning Plan, the Rezoning Plan shall control. The Developer shall also submit to the Village Planner draft restrictive covenants upon use and development of the Property prior to final plat approval.
- 4.3 Architectural Uniformity and Consistency with the Rezoning Plan. Development of the Site, including placement of buildings and other improvements, shall be substantially consistent with design themes, architectural themes and elements, building materials, shown on the architectural renderings and pictures submitted and approved as part of the Rezoning Plan. The renderings and pictures provided as part of the Rezoning Plan are conceptual in nature and modifications may occur during design, engineering and construction of the buildings provided, however that the overall design intent is maintained.
- 4.4 Vested Rights. Pursuant to the authority granted in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph 4.5 below, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Village Regulations, shall constitute vested rights for the development of the Project throughout the term of this Agreement. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In accordance with N.C.G.S. 160D-1007(c), in the event State or federal law is changed after the Effective Date and the change prevents or precludes compliance with one or more provisions of this Agreement, the Village, upon finding that the change in

State or federal law has a fundamental effect on this Agreement, may modify the affected provisions by ordinance after written notice to the Developer and an evidentiary hearing, and the Village shall record the modification in the Registry on or before the tenth (10th) day after the date of adoption of the modification. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 16D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement.

- 4.5 Generally Applicable Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Project, shall be in conformance with the Current Regulations and all other Applicable Law. Development shall further comply with all terms and provisions set forth in the Rezoning Plan. Without limiting the foregoing, the following shall apply:

a) **Applicable Marvin Codes.** Standards not addressed, and code references that are referenced herein shall be governed by the MDO as of the Effective Date.

b) **Preliminary site & civil design plans.** The approval of a Rezoning Plan shall be considered equal to the approval of a sketch plan and preliminary plat/site development plan as described in the Section 7.11 of the MDO. Approval of specific Site and Design Plans for roadway design, drainage, landscaping, final lot layout, and architectural uniformity and consistency shall be conferred during the construction document approval process outlined in Article 7 of the MDO. Developer reserves the right to combine preliminary and civil design plans and specific site and design plan approval process phases.

c) **Building Codes and Laws Other Than Land Use Regulations.** Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Village or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, fire and gas codes subsequently adopted by the Village or other governmental entity.

d) **Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificates of compliance, Union County water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

e) **Updates to Ordinances.** Where any Village ordinance, resolution, or regulation adopted after the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may in its sole discretion, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current

Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Rezoning Plan or this Agreement. Developer shall submit such request in writing to the Village, and the Village shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

4.6 Dimensional Requirements. The property shall follow all dimensional requirements set forth in the Rezoning Plan.

4.7 Tree Preservation and Buffers. A tree preservation and mitigation plan shall be submitted and reviewed in accordance with the requirements of the MDO. All buffers shall comply with the Rezoning Plan.

4.8 Public Facilities.

a) The Public Facilities that will service the various Development projects on the Property, the responsibility for provision of such Public Facilities are described in this Agreement, and other agreements between or among any of the following: Developer, the Village, other governmental authorizes, and private providers of services.

b) Village Administration, Parks & Recreation and Solid Waste Collection shall be provided to the Development commensurate with other areas within the municipal limits. Water services will be supplied through Union County's water system. Collection, and treatment of wastewater (i.e., sewer) from the Property will be provided by utilization of Union County's existing wastewater treatment plant.

c) All roads shall meet the roadway standards and transportation improvements as described in the Development Standards RZ-001 of the Rezoning Plan and the Transportation Impact Analysis attached here to as Exhibit C, subject to approval of final improvements and dedications by NCDOT and the Village. All internal public roads shall be dedicated to and maintained by the Village of Marvin. The parking lot, private drive aisles, and internal access roads that are not labeled as public shall be maintained privately maintained by a properly formed property owner's association ("POA").

d) Stormwater control measures serving the Property will be private facilities and installed in accordance with the Current Regulations and Applicable Laws and as otherwise provided by the Rezoning Plan. Stormwater design and improvement plans shall be subject to review and approval in accordance with the MDO. Structural BMPs will be maintained in perpetuity by the Developer, POA and/or properly formed homeowner's association (HOA) in accordance with "North Carolina Department of Water Quality Best Management Practices Manual" as apply from time to time and performed with good materials in a good and workmanlike manner. The Developer shall be required to execute a Stormwater Agreement and a Stormwater BMP Facility Access Easement upon request of Village.

e) Developer shall pay for the construction and revision of all necessary water mains, service laterals and associated improvements, including fire hydrants.

f) Developer shall pay for the construction of all necessary sewer mains, and service lateral lines and revisions connecting to the existing Union County system with manholes, including any pump station if necessary to service the project.

g) Upon approval by the Village of the final plans and specifications for the Public Facilities, zoning, stormwater, and building permits shall be issued. Certificates of occupancy shall be issued upon completion and acceptance of the Public Facilities. Notwithstanding anything to the contrary, in the event of a material breach of a material requirement of this Agreement, the Village shall not be required to issue any certificates of occupancy, or to approve or accept the receipt and/or delivery of any service to any part of the property until and unless such breach is cured. It is understood the provision herein does not apply to off-site roadway construction circumstances involving third parties.

h) The Public Facilities shall be constructed by the Developer in accordance with Applicable Law, subsequently approved construction plans and specification, and as set forth in the Rezoning Plan. The Village Planner and/or any entity accepting such Public Facilities (or their respective designee(s)) shall inspect the construction of the Public Facilities as is customary and prior to the connection of same. Inspection shall not in any way imply that the project shall not be inspected and supervised by the Developer's Engineer, nor shall the Village or other entity have any liability or responsibility with respect to the proper construction of the improvements, the function of such inspections being solely for the purpose of determining whether said improvements will qualify for connection to the respective systems. The Developer agrees that all construction contracts shall have a provision providing for customary warranties for not less than one year from completion date with respect to the work and material furnished and that said warranties may be assignable and enforceable by the Village and/or the Developer. Connection to the street systems of the Village shall not be evidence that the improvements are defect free or that the contractors constructing the same have no further liability with respect to warranties. The Plans and Specifications shall be subject to the approval of Union County for water and sewer infrastructure and of such agencies of the State of North Carolina as is required by law, including, without limitation, the North Carolina Department of Environmental Quality and the NCDOT. The Developer shall be required to secure all easements and permit approvals from third parties required to construct the Public Facilities, however it is understood easement acquisition may not be feasible in all circumstances and in such instances modifications may be made in accordance with the provisions of the Development Standards RZ-001 of the Rezoning Plan. In the event the Developer is unable to secure all easements necessary to construct the Public Facilities, Developer may request the Village to exercise the power of eminent domain in accordance with normal procedure for the acquisition of utility easements, construction easements, right of way, and other property interests reasonably necessary for Developer to construct the Public Facilities. In such cases modifications may be made in accordance with the provisions of the Development Standards, RZ-001 of the Rezoning Plan.

4.9 Open Space. Open space shall be provided as generally depicted on the Rezoning Plan.

4.10 Miscellaneous Conditions. The following terms and conditions shall be a part of the Development of the Property.

- a) Agreement Referenced with Final Plat. The final plat for any parcel within the Development shall also reference this Agreement.
- b) Photometric Plan. A photometric plan for all pedestrian facilities, roadways and signs shall be provided and approved with the preliminary site & civil design plans.
- c) Engineering Manual. The Project shall be subject to the Village of Marvin Engineering Standards and Procedures Manual in effect as of the Effective Date.
- d) Developer/Owner shall comply with additional development conditions as set forth in the Rezoning Plan.

4.11 Amendment; Modification; Termination; or Extension of the Agreement Term. This Agreement may be amended, modified, or terminated, or the Agreement Term extended, by the mutual consent of the Parties per N.C.G.S §160D-1009.

4.12 Recordation/Binding Effect. Within fourteen (14) days after the Village and the Developer execute this Agreement, the Developer or Village shall record this Agreement in the Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, the Village and its successors in interest, to the Developer and its assignees to whom such burdens and/or benefits are assigned in accordance with this Agreement, and, to the extent provided in this Agreement. All the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

4.13 Development Timing and Moratoria. Development will occur in phases as set forth in the TIA. A development schedule is attached hereto at Exhibit D. Absent an imminent threat to public health or safety, neither the right to Develop nor the timing of Development shall be affected by a moratorium or suspension of development rights adopted by the Village, except to the extent imposed by this Agreement or by supervening federal or state law, order, rule or regulation. The Village and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. Developer may be granted reasonable extensions, with such changes being minor modifications of this Agreement and not subject to the formal amendment process.

4.14 Periodic Review; Default.

- a) The Village Planner shall conduct a period review of the Development at least every 12 months and the Developer shall demonstrate good faith compliance with the terms hereof.

b) The failure of any Party to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Party or Parties to pursue such remedies as allowed under applicable law against the defaulting Party, provided, however, that no termination of this Agreement may be declared by a Party prior to the notice and opportunity to cure process. A Party seeking to hold another Party in default shall provide notice of that default to the other Party with reasonable particularity the nature of the breach. After such notice of breach has been served, the Party shall have a reasonable time in which to cure the material breach but such time shall generally be less than 30 days. If the breaching Party fails to timely cure its material breach of this Agreement, then the non-breaching party may elect to terminate this Agreement. The Village may also elect to modify the Agreement as to applicable to the default if not timely cured.

- 4.15 Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, delays in approvals, epidemics, pandemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, acts of terrorism, interference caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which a Party otherwise is scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party.
- 4.16 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the Parties, or to impose any partnership obligation or liability upon such Parties.
- 4.17 No Third-Party Beneficiaries. The Agreement is not intended to and does not confer any right or benefit on any third party that is not a Party.
- 4.18 Legal Actions. Any Party may institute legal action against a defaulting Party to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, and the Parties submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction.
- 4.19 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to other applicable Parties at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when

communicated by personal delivery, independent courier service, overnight delivery by carriers such as UPS and FedEx, or certified mail, return receipt requested. Until changed as provided herein, all notices, demands, requests, consents, approvals, or communications to the Village shall be addressed to:

Village Manager
Village of Marvin
1006 Marvin School Road
Marvin, NC 28173

with copy to:

W. Chaplin Spencer, Jr.
Village Attorney
Spencer & Spencer, PA
P.O. Box 790
Rock Hill, SC 29731

Until changed as provided herein, all notices, demands, requests, consents, approvals or communications to the Developer shall be addressed to:

Raley Miller Properties
10815 Sikes Place, Suite 300
Charlotte, NC 28277

With copy to:

Bridget Grant
Moore & Van Allen, PLLC
100 North Tryon, Suite 4700
Charlotte, NC 28202

- 4.20 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions, and understandings between the Parties relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement.
- 4.21 Construction. All Parties agree that, in the interpretation of this Agreement, any amendments to this Agreement, or any Exhibits to this Agreement, there shall be no presumptions, preferences, or resolution of ambiguities in favor of or against any Party with respect to any part of this Agreement drafted by legal counsel of that Party.
- 4.22 Benefits and Burdens; Assignment. Any subsequent Developer is responsible for the performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so properly transferred. The Developer may at any time and from time to time assign such Person's respective rights and responsibilities hereunder, with the Village's

consent which shall not be unreasonably withheld, and assignee and subsequent assignees also shall have the right to assign their respective rights and/or responsibilities hereunder with the Village's consent which shall not be unreasonably withheld. The Village Manager shall be authorized to consent for the Village. Upon the recordation of such assignment in the Registry, the Developer shall be released from the obligations assigned by Developer to such Successor Purchaser or Association. No such assignment shall be effective until a written assignment of rights and responsibilities is executed by the assignor and the assignee and recorded in the Registry.

- 4.23 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute ("G.S.") shall be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been superseded or replaced.
- 4.24 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 4.25 Termination. Unless the Agreement Term is extended by the Village and Developer or by other provisions of this Agreement, this Agreement shall terminate on the earlier of the expiration of the Agreement Term specified in Section 4.1 of this Agreement or a specific termination made by operation of the provisions of this Agreement, or by agreement of the Parties. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry. Termination of this Agreement as to the Developer shall not affect any requirements to comply with the applicable terms and conditions of the Village Code, approval and acceptance of infrastructure improvements, and any applicable permits. In addition, this agreement shall be rendered null and void upon the effective date of any rezoning, conditional rezoning, or amendment to the existing conditional zoning applicable to the Property unless otherwise agreed to by the Representative or Developer.
- 4.26 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.
- 4.27 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.
- 4.28 Parcels and Parcel Owners. This Agreement shall apply to the Property and to all Parcels and Parcel Owners, and by acceptance of a deed of conveyance, each subsequent Developer and Parcel Owner agrees to be bound by and abide by the terms and conditions of this Agreement as a Developer or Parcel Owner, as applicable to such Person's respective Parcel.

4.29 Representations and Warranties of the Developer. The Developer represents and warrants to the Village that:

- a) it is an entity duly organized, existing, and in good standing under the laws of the State of Florida and authorized to do business in North Carolina; and
- b) it has the full right, power, and authority to execute this Agreement and to perform its obligations hereunder.

4.30 Indemnification. Developer agrees to indemnify, defend, and hold harmless the Village from liability for injury or death to any Person, or damage to any property, that arises out of or results from the willful or negligent acts or omissions of the indemnifying Developer, as applicable, in connection with any one or more of the following: (i) Development by the applicable Developer on the Property; and (ii) operation of any portion of the Property owned by the applicable Developer, except to the extent of the negligence or willful misconduct of the Village.

(End of Page; Execution Pages at attachments to follow)

IN WITNESS WHEREOF, the Village and Developer have executed this Agreement in legal and binding form on the dates indicated with the acknowledgements of their signatures.



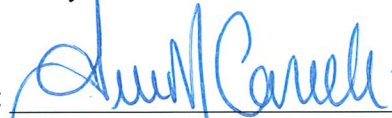
Village of Marvin, a municipal corporation of
The State of North Carolina

By: 

Name: Joseph E. Polino Jr.

Title: MAYOR

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

By: 

Village of Marvin

Name: Jill M. Carilli

Title: Finance Director

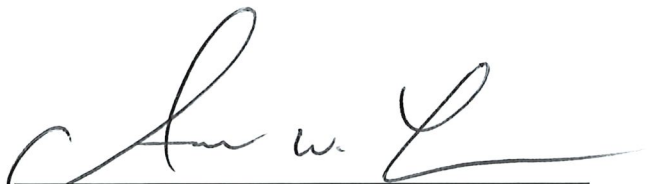
State of North Carolina
County of Union

I, Austin W. Yow the undersigned, a Notary Public of the County and State aforesaid, certify that Joseph E. Polino Jr. personally appeared before me this day and acknowledged to me that (s)he is the Mayor of the Village of Marvin, a municipal corporation of the State of North Carolina, and that by authority duly given and as the act of the Village Council, the foregoing document was signed in the Village's name by Joseph E. Polino Jr. its Mayor, and sealed with its Village seal.

Date: 7-30-25

(Affix Seal or Stamp here)





Notary Public

Printed/Typed Name: Austin W. Yow

My Commission Expires: 8-31-25

RTS Investors II, LLC
a North Carolina limited liability company

By: Raley Miller Properties, Inc.

Its: Manager

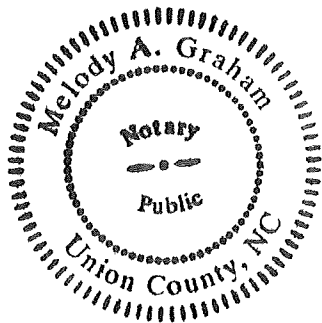
By: 
David S. Miller, Chief Executive Officer

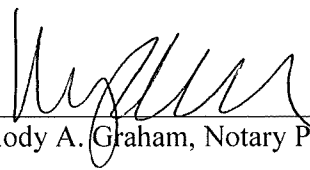
State of North Carolina
County of Union

I, Melody A. Graham, a Notary Public of the County and State aforesaid, certify that David S. Miller personally appeared before me this day and acknowledged to me that, by authority duly given, he executed the foregoing document on behalf of Raley-Miller Properties, Inc., a North Carolina corporation, in the capacity indicated:

Date: July 21, 2025

(Affix Seal or Stamp here)




Melody A. Graham, Notary Public

My Commission Expires: June 30, 2030

EXHIBIT A

LAND OF
RTS INVESTORS II, LLC
PID 06198002A

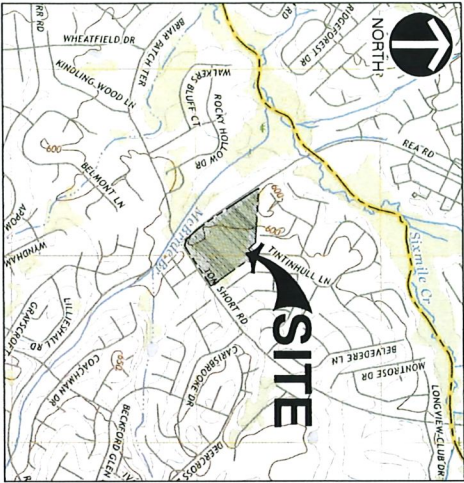
BEGINNING AT A FOUND #5 REBAR IN THE NORTHERLY R/W MARGIN OF REA ROAD EXTENSION (S.R. # 1306, PUBLIC R/W WIDTH VARIES, DEED BOOK 1061, PAGE 517 OF THE UNION COUNTY REGISTER OF DEEDS), SAID PROPERTY CORNER BEING THE SOUTHWESTERLY CORNER OF LOT 276 OF SOMERSET PHASE 2, MAP 10 (PLAT CABINET F, PAGE 761); THENCE WITH SOUTHERLY LINES OF LOTS 276 AND 277 S86-14-12E 300.34 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 281; THENCE ALONG THE SOUTHERLY LINE OF LOT 281 S86-13-22E 107.62 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 282; THENCE ALONG SOUTHERLY LINE OF LOT 282 S86-15-12E 99.26 FEET TO A FOUND #4 REBAR; THENCE ALONG THE COMMON OPEN SPACE OF SOMERSET PHASE 2, MAP 6 (PLAT CABINET F, PAGE 615), AND LOTS 299 AND 300 (PLAT CABINET F, PAGE 615) S86-14-16E 458.90 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 331 OF SOMERSET PHASE 2 MAP 2 (PLAT CABINET F, PAGE 286); THENCE ALONG THE SOUTHERLY LINE OF LOT 331 AND THE SOUTHERLY R/W MARGIN OF TINTINHULL LANE (60' PUBLIC R/W) S40-33-50E 165.57 FEET TO A FOUND #4 REBAR IN THE EASTERLY R/W MARGIN OF TINTINHULL LANE; THENCE ALONG THE EASTERLY R/W MARGIN OF TINTINHULL LANE A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF 280.00' AND LENGTH OF 109.95 FEET (CHORD BEARING AND DISTANCE OF N41-21-44E 109.24 FEET) TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 332; THENCE ALONG THE SOUTHERLY LINE OF LOT 332 S65-51-02E 175.48 FEET TO A FOUND REBAR AT A FENCE, BEING IN THE WESTERLY LINE OF LOT 356 OF SOMERSET PHASE 2 MAP 9 (PLAT CABINET G, PAGE 615); THENCE ALONG THE WESTERLY LINE OF LOT 356 S04-10-39W 64.19 FEET TO FOUND #4 REBAR; THENCE CONTINUING ALONG THE WESTERLY LINES OF LOTS 356 THROUGH 364 S34-25-20E 744.71 FEET TO A FOUND #4 REBAR IN THE NORTHWESTERLY R/W MARGIN OF TOM SHORT ROAD (S.R.# 2902, PUBLIC R/W WIDTH VARIES, PLAT CABINET I, PAGE 638); THENCE ALONG THE NORTHWESTERLY R/W MARGIN OF TOM SHORT ROAD S56-22-22W 846.75 FEET TO A FOUND #4 REBAR IN THE NORTHERLY R/W MARGIN OF REA ROAD; THENCE ALONG THE NORTHERLY R/W MARGIN OF REA ROAD THE FOLLOWING 6 CALLS:

1. N74-08-18W 113.70 FEET TO A DOT R/W DISK
2. N45-16-45W 114.27 FEET TO A FOUND DOT R/W DISK;

3. A CIRCULAR CURVE TO RIGHT WITH A RADIUS OF 4855.59 FEET AND ARC LENGTH OF 470.19 FEET (CHORD BEARING AND DISTANCE OF N36-53-31W 470.01 FEET) TO A FOUND DOT R/W DISK;
4. N33-14-07W 225.23 FEET TO A FOUND #4 REBAR;
5. N32-47-44W 4.94 FEET TO A FOUND #4 REBAR;
6. N32-47-44W 768.85 FEET TO A FOUND #5 REBAR, BEING THE POINT AND PLACE OF BEGINNING,

CONTAINS 1,225,949 SQ. FT. OR 28.112 ACRES.

EXHIBIT B
MARVIN COMMONS
CONDITIONAL ZONING SUBMITTAL
VILLAGE OF MARVIN
UNION COUNTY, NORTH CAROLINA
JULY 08, 2025



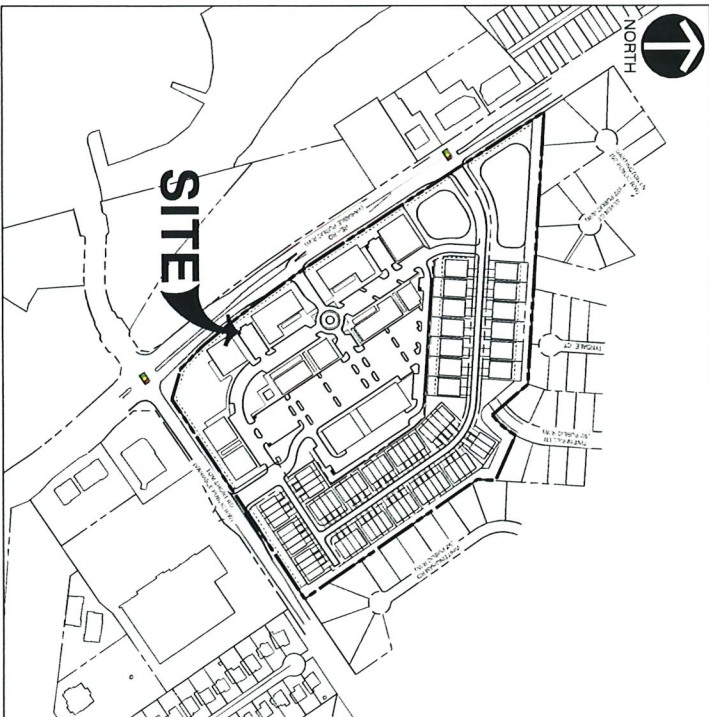
USGS MAP
SCALE: 1" = 1,000'
MARVIN COMMONS, NC. 2025.07.08

OWNER/TEAM INFORMATION

CIVIL ENGINEER
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2301 ARCO CORPORATE DRIVE, SUITE 400
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PH: (980) 237-0373
WWW.CECINC.COM
CONTACT: JASON LARSON, P.E.
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LANDSCAPE ARCHITECT
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DESIGNER
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PH: (980) 237-0373
WWW.CECINC.COM
CONTACT: JASON LARSON, P.E.
JLARSON@CECINC.COM



SITE MAP
SCALE: 1" = 500'
MARVIN COMMONS, NC. 2025.07.08

Sheet List Table	
Sheet Number	Sheet Title
RZ-000	COVER SHEET
RZ-001	DEVELOPMENT STANDARDS
RZ-100	EXISTING SITE PLAN
RZ-200	TECHNICAL DATA SHEET
RZ-301	SITE CONCEPT PLAN A
RZ-302	SITE CONCEPT PLAN B
RZ-303	SITE CONCEPT PLAN C
RZ-400	SITE LANDSCAPE PLAN A
RZ-401	SITE LANDSCAPE PLAN B
RZ-402	PRECEDENT IMAGERY

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COVER SHEET
RZ-000

DATE: JULY 08, 2025 (JULY 08)
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CHECKED BY: JLG
PROJECT NO: 246-518
APPROVED BY: MEK

MARVIN COMMONS MIXED-USE
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UNION COUNTY, NORTH CAROLINA

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IN 05067-0145

III. CONCLUSIONS

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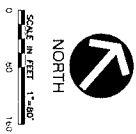
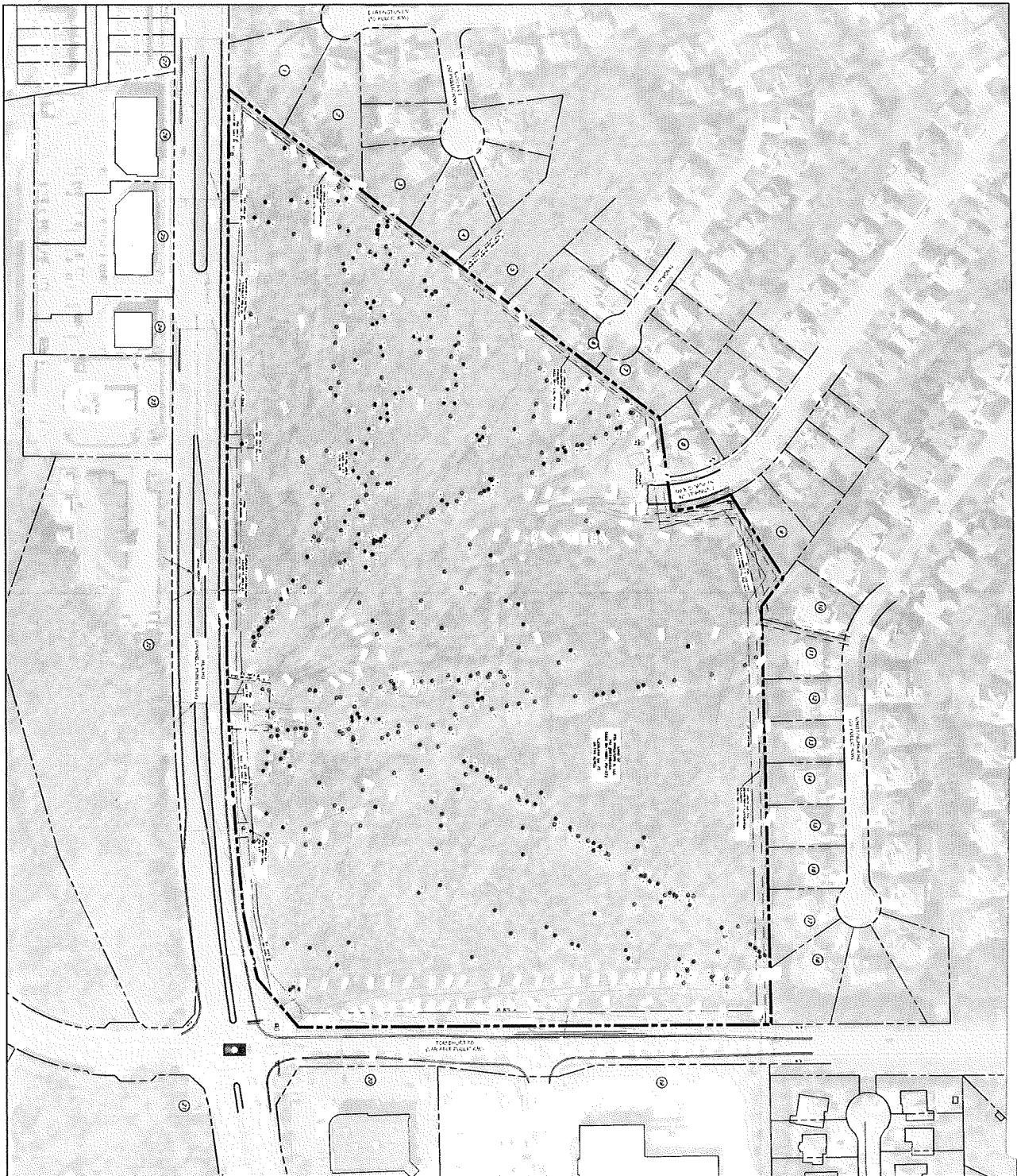


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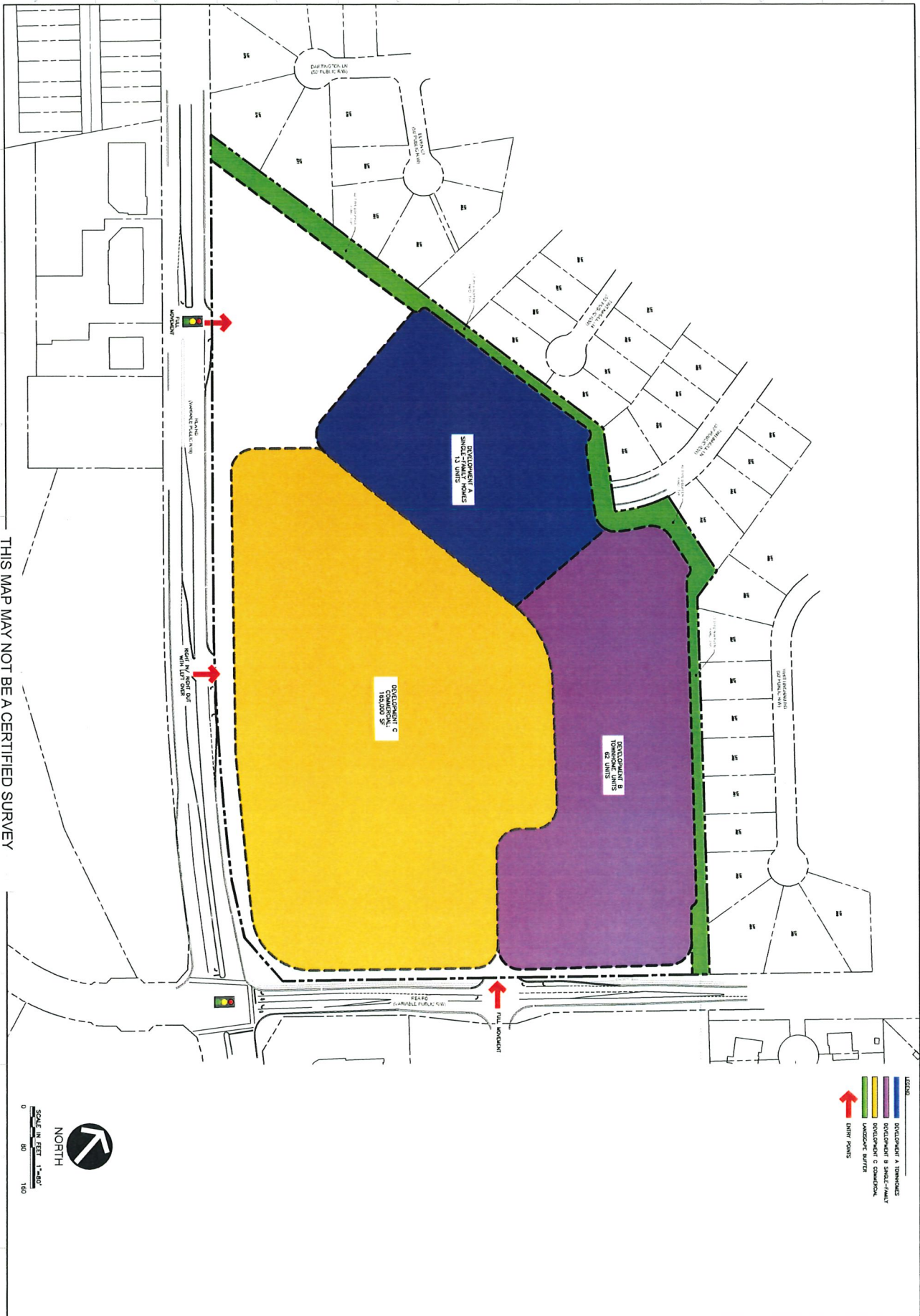
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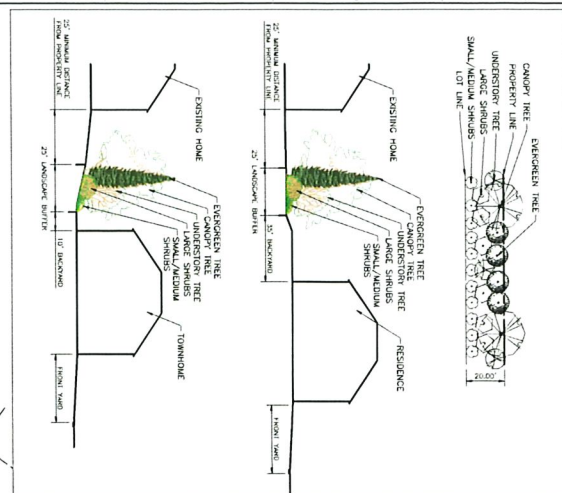
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2	AS SHOWN	CHECKED BY: SRB	2	AS SHOWN	CHECKED BY: SRB	2	AS SHOWN	CHECKED BY: SRB	2	AS SHOWN	CHECKED BY: SRB
3	PROJECT NO. 340-518	APPROVED BY: MCK	3	PROJECT NO. 340-518	APPROVED BY: MCK	3	PROJECT NO. 340-518	APPROVED BY: MCK	3	PROJECT NO. 340-518	APPROVED BY: MCK



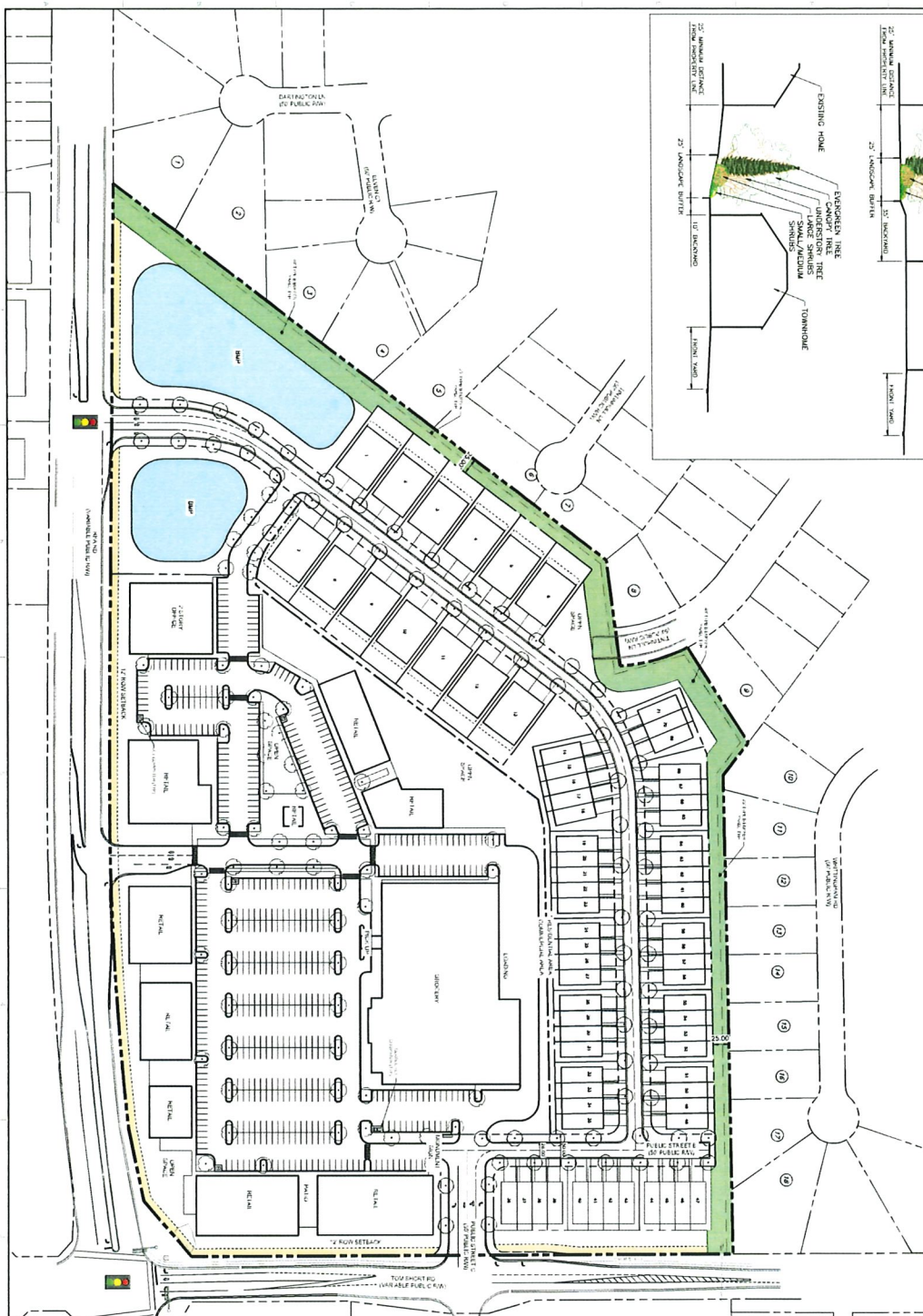
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STANDARD COLLECTION - COMMENTS	
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SCALE IN FEET 1"=80'

0 80 160



DRAWING NO.
RZ-301

SITE LANDSCAPE PLAN B

DATE	JULY 08, 2025	DRAWN BY	IGC
DWG SCALE	AS SHOWN	CHECKED BY	SRB
PROJECT NO	346-S18		

**MARVIN COMMONS MIXED-USE
CONDITIONAL ZONING PACKAGE
VILLAGE AT MARVIN
UNION COUNTY, NORTH CAROLINA**

Civil & Environmental
Consultants, Inc.

3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
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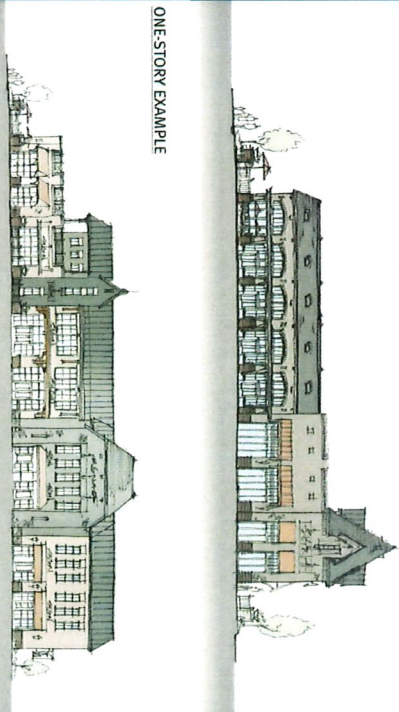
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CONCEPTUAL COMMERCIAL ELEVATIONS



ONE-STORY EXAMPLE

TWO-STORY EXAMPLE

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APPROVED BY: MEK

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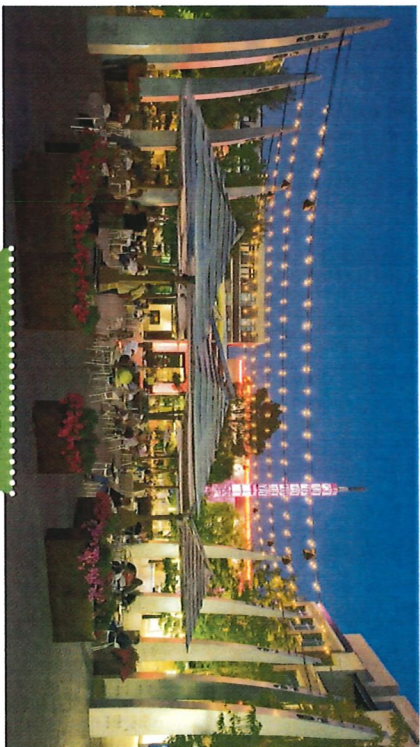
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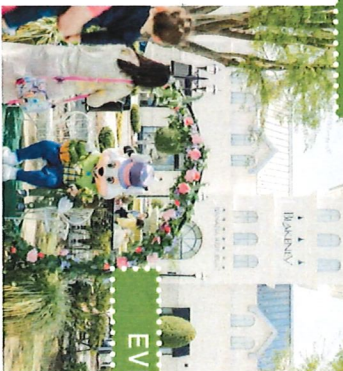
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COMMUNITY



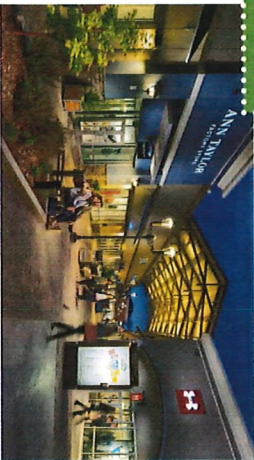
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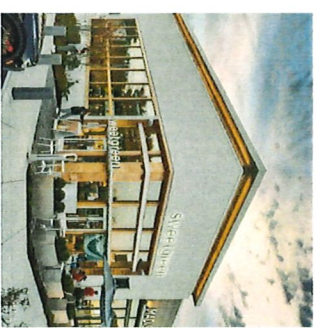
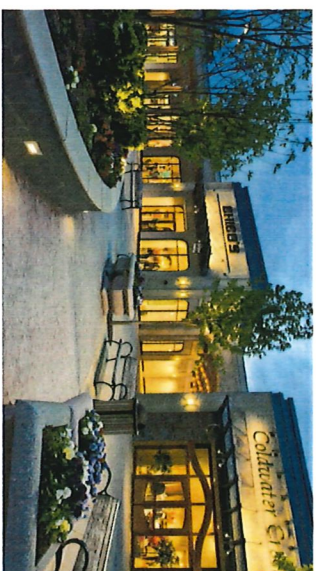
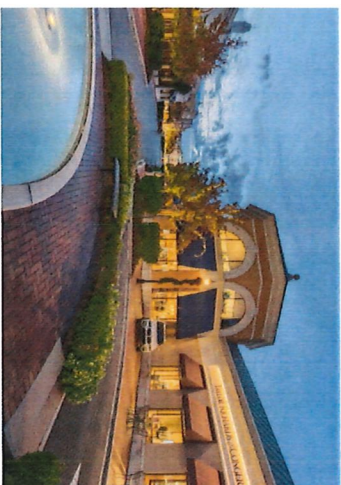
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EXHIBIT C

This exhibit includes a summary of the proposed mitigation measures identified in the draft Traffic Impact Analysis (TIA) prepared for the Development as of the date of this agreement. The final TIA will be submitted to the Village and maintained on file, and is incorporated herein by reference. Mitigation measures are subject to modification based on final TIA approval by the Village and NCDOT.

Marvin Mixed Use Development

Traffic Impact Analysis

Marvin, North Carolina

Prepared for:

Raley Miller Properties

June 2025

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Kimley»Horn



Traffic Impact Analysis for
Marvin Mixed Use Development
Marvin, North Carolina



Prepared for:

Raley Miller Properties
Charlotte, North Carolina

Prepared by:

Kimley-Horn and Associates, Inc.
NC License #F - 0102
200 South Tryon Street, Suite 200
Charlotte, North Carolina 28202
(704) 333-5131

June 2025
016601001

TABLE OF CONTENTS

	<u>Page No.</u>
1.0 EXECUTIVE SUMMARY	1
2.0 INTRODUCTION	6
3.0 EXISTING TRAFFIC CONDITIONS	8
3.1 STUDY AREA	8
3.2 EXISTING TRAFFIC VOLUME DEVELOPMENT	9
4.0 BACKGROUND TRAFFIC VOLUME DEVELOPMENT	14
4.1 HISTORICAL BACKGROUND GROWTH TRAFFIC	14
4.2 FORECAST TRAFFIC VOLUMES	14
4.3 APPROVED DEVELOPMENTS	14
4.4 PLANNED TRANSPORTATION PROJECTS	14
5.0 SITE TRAFFIC VOLUME DEVELOPMENT	20
5.1 SITE ACCESS	20
5.2 TRAFFIC GENERATION	20
5.3 SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT	22
5.4 BUILD-OUT TRAFFIC VOLUMES	23
6.0 CAPACITY ANALYSIS	35
6.1 REA ROAD AND ARDREY KELL ROAD	38
6.2 ARDREY KELL ROAD AND TOM SHORT ROAD	41
6.3 REA ROAD AND PRIVATE DRIVE/ACCESS 1	44
6.4 REA ROAD AND TOM SHORT ROAD	49
6.5 TOM SHORT AND KOHL'S DRIVEWAY/ACCESS 3	53
6.6 REA ROAD AND MARVIN SCHOOL ROAD/CREEKSTONE ROAD	57
6.7 REA ROAD AND CRANE ROAD	59
6.8 REA ROAD AND PROVIDENCE ROAD S (NC 16)	61
6.9 REA ROAD AND ACCESS 2	67
7.0 AUXILIARY TURN LANE WARRANTS	69
8.0 SIGNAL WARRANT ANALYSIS	71
9.0 CRASH DATA ANALYSIS	73
10.0 IDENTIFIED MITIGATION IMPROVEMENTS	75
APPENDIX	78

List of Figures

	<u>Page No.</u>
FIGURE 1.1 – IDENTIFIED MITIGATION IMPROVEMENTS (FULL MOVEMENT SCENARIO)	5
FIGURE 3.1 – STUDY AREA/SITE LOCATION	10
FIGURE 3.2 – PROPOSED SITE PLAN	11
FIGURE 3.3 – EXISTING ROADWAY LANEAGE	12
FIGURE 3.4 – 2025 EXISTING TRAFFIC VOLUMES	13
FIGURE 4.1 – 2027 BACKGROUND AM AND PM PEAK-HOUR TRAFFIC VOLUMES	18
FIGURE 4.2 – 2029 BACKGROUND AM AND PM PEAK-HOUR TRAFFIC VOLUMES	19
FIGURE 5.1 – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT PHASE 1 - RESIDENTIAL	24
FIGURE 5.2A – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT PHASE 2 - RESIDENTIAL AND COMMERCIAL	25
FIGURE 5.2B – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT PHASE 2 (REDISTRIBUTION AM PEAK HOUR)	26
FIGURE 5.2C – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT PHASE 2 (REDISTRIBUTION PM PEAK HOUR)	27
FIGURE 5.3 – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT ALTERNATIVE 1 PHASE 2 – COMMERCIAL AND RESIDENTIAL	28
FIGURE 5.4 – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT ALTERNATIVE 2 PHASE 2 – COMMERCIAL AND RESIDENTIAL	29
FIGURE 5.5 – SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT ALTERNATIVE 3 PHASE 2 – COMMERCIAL AND RESIDENTIAL	30
FIGURE 5.6 – 2027 BUILD-OUT AM PEAK-HOUR TRAFFIC VOLUMES	31
FIGURE 5.7 – 2027 BUILD-OUT PM PEAK-HOUR TRAFFIC VOLUMES	32
FIGURE 5.8 – 2029 BUILD-OUT AM PEAK-HOUR TRAFFIC VOLUMES	33
FIGURE 5.9 – 2029 BUILD-OUT PM PEAK-HOUR TRAFFIC VOLUMES	34
FIGURE 10.1 – IDENTIFIED MITIGATION IMPROVEMENTS (FULL MOVEMENT SCENARIO)	77

List of Tables

	<u>Page No.</u>
TABLE 5.1 – PHASE 1 TRIP GENERATION	21
TABLE 5.2 – PHASE 1 + PHASE 2 TRIP GENERATION	21
TABLE 6.0-A VEHICULAR LOS CONTROL DELAY THRESHOLDS FOR <u>UNSIGNALIZED</u> INTERSECTIONS	36
TABLE 6.0-B VEHICULAR LOS CONTROL DELAY THRESHOLDS FOR <u>SIGNALIZED</u> INTERSECTIONS	36
TABLE 6.1A – REA ROAD AND ARDREY KELL ROAD	38
TABLE 6.1B – REA ROAD AND ARDREY KELL	39
TABLE 6.2A – ARDREY KELL ROAD AND TOM SHORT ROAD	41
TABLE 6.2B – ARDREY KELL ROAD AND TOM SHORT ROAD	43
TABLE 6.3A - REA ROAD AND PRIVATE DRIVE//ACCESS1	44
TABLE 6.3B - REA ROAD AND PRIVATE DRIVE/ACCESS1	47
TABLE 6.4A - REA ROAD AND TOM SHORT ROAD	49
TABLE 6.4B - REA ROAD AND TOM SHORT ROAD	51
TABLE 6.5A – TOM SHORT AND KOHL'S DRIVEWAY/ACCESS 3	53
TABLE 6.5B – TOM SHORT AND KOHL'S DRIVEWAY/ACCESS 3	55
TABLE 6.6 – REA ROAD AND MARVIN SCHOOL ROAD/CREEKSTONE ROAD	57
TABLE 6.7 – REA ROAD AND CRANE ROAD	59
TABLE 6.8 – REA ROAD AND PROVIDENCE ROAD S (NC 16)	61
TABLE 6.8A –REA ROAD AND WESTERN U-TURN BULB	63
TABLE 6.8B – S PROVIDENCE ROAD (NC 16) AND SOUTHERN U-TURN BULB	64
TABLE 6.8C –REA ROAD AND WESTERN U-TURN BULB	65
TABLE 6.8D – PROVIDENCE ROAD (NC 16) AND SOUTHERN U-TURN BULB	66
TABLE 6.9A – REA ROAD AND ACCESS 2	67
TABLE 6.9B - REA ROAD AND ACCESS 2	68
TABLE 8.1 – REA ROAD AND PRIVATE DRIVE/ACCESS 1 TRAFFIC SIGNAL WARRANT ANALYSIS RESULTS	72
TABLE 9.1 – CRASH SEVERITY SUMMARY	73
TABLE 9.2 – CRASH FREQUENCY SUMMARY	73
TABLE 9.3 – CRASH TYPE SUMMARY	73

1.0 Executive Summary

The purpose of this Traffic Impact Analysis (TIA) is to evaluate the vehicular traffic impacts on the surrounding transportation infrastructure as a result of the proposed Marvin Mixed Use development. The primary objectives of the study are:

- To estimate trip generation and distribution for the proposed development.
- To perform intersection capacity analyses for the identified study area.
- To determine the potential traffic impacts of the proposed development.
- To identify improvements to mitigate the proposed development's traffic impacts.

The proposed Marvin Mixed Use development is located in the northeast quadrant of Rea Road and Tom Short Road in Marvin, North Carolina. As currently envisioned, the proposed development is planned to be constructed in two (2) phases, with each phase assumed to comprise of the land uses and densities as shown below for the purposes of this TIA:

Phase 1 (2027):

- 13 single-family detached homes
- 61 single-family attached homes

Phase 2 (2029):

- 17,500 square feet (SF) of office space
- 95,000 SF of shopping plaza with a supermarket
- 17,500 SF of strip retail
- Gasoline/service station with 12 vehicle fueling pumps (VFP)
- 10,000 SF of fast-food restaurants with drive-through windows

The proposed development is expected to be fully completed (built-out) by 2029 with each phase of development assumed to be built-out as listed above and is planned to be accessed via three (3) access points, with access assumed to be phased as indicated below:

Phase 1 (2027):

- Access 1 – A full-movement access on Rea Road approximately 1,300 feet north of Tom Short Road
- Access 3 – A full-movement access on Tom Short Road approximately 475 feet east of Rea Road

Phase 2 (2029):

- Access 2 – A directional crossover (left-over) access on Rea Road approximately 650 feet north of Tom Short Road

The North Carolina Department of Transportation (NCDOT) TIA Scoping Checklist was prepared based on the provided site plan that documented all scoping parameters to be used for the TIA and was reviewed and agreed upon by NCDOT and Village of Marvin staff. The approved TIA Scoping Checklist, along with NCDOT and Village scoping comments, are included in the **Appendix**. The analysis in this TIA is based on the development plan described above and as shown in the approved NCDOT TIA Scoping Checklist (included in the **Appendix**).

Per coordination with NCDOT Staff, each access point was analyzed with the following additional access configurations:

Phase 1 (2027):

- Access 1 – A left-over access on Rea Road approximately 1,300 feet north of Tom Short Road (rather than the full movement access noted above)
- Access 3 – A right-in right-out (RIRO) access on Tom Short Road approximately 475 feet east of Rea Road (rather than the full movement access noted above)

Phase 2 (2029):

- Access 2 – A RIRO access on Rea Road approximately 650 feet north of Tom Short Road (rather than the left-over access noted above)

The following AM and PM peak-hour scenarios were analyzed to determine the proposed development's transportation impacts on the surrounding network:

- 2025 Existing Conditions
- 2027 Background Conditions
- 2029 Background Conditions
- 2027 Build-out Conditions
- 2029 Build-out Conditions

Based on coordination with Village and NCDOT staff, this TIA evaluated operations under each of the AM and PM peak-hour scenarios above for the following study area intersections:

1. Rea Road and Ardrey Kell Road
2. Ardrey Kell Road and Tom Short Road
3. Rea Road and Private Drive/Access #1
4. Rea Road and Tom Short Road
5. Tom Short Road and Kohl's Driveway/Access #3
6. Rea Road and Marvin School Road/Creekstone Road
7. Rea Road and Crane Road/Reid Dairy Road
8. Rea Road and Providence Road S (NC 16)
9. Rea Road and Access #2 (Left-over)

Kimley-Horn was retained to determine the potential traffic impacts of this development in accordance with the traffic study guidelines in the [NCDOT Policy on Street and Driveway Access to North Carolina Highways](#) and to identify transportation improvements that may be required to mitigate these impacts.

Based on the capacity analyses performed at each of the identified study intersections, along with review of the auxiliary turn-lane warrants contained herein, the following site and mitigation improvements needed for the proposed Marvin Mixed Use development are as follows:

Phase 1

Rea Road and Private Drive/Access 1

- Construction of a southbound left-turn lane along Rea Road with 200 feet of storage and appropriate taper
- Construction of a northbound right-turn lane along Rea Road with 100 feet of storage and appropriate taper
- Construction of Access 1 with a single ingress lane, two egress lanes (a 100-foot shared thru-right lane and a continuous left-turn lane), and stop-control

Tom Short Road and Kohl's Driveway/Access 3

- Construction of the southbound approach of Access 3 ingress lane, two egress lane (continuous left-turn lane and a continuous shared thru-right lane), stop-control, and an IPS of 150 feet

Phase 2

Based on the results of the analysis:

- **Access 1 is recommended to be constructed as a signalized intersection.**
- **Access 2 is recommended to be constructed as a directional crossover (left-over).**
- **Access 3 is recommended to be constructed as a full-movement access across from the Kohls Driveway.**

Ardrey Kell Road and Tom Short Road

- Construction of a northbound right-turn lane and permitted-overlap phasing along Tom Short Road with 150 feet of storage with appropriate taper
 - It is recommended that the development team work with NCDOT regarding payment toward the proposed widening of Ardrey Kell Road via U-6167 in lieu of constructing the improvement listed above.

Rea Road and Private Drive/Access 1

- Installation of a traffic signal
- Reconfiguration of the intersection to a signalized through-cut intersection (if feasible for construction) including the following:
 - Restripe the westbound shared thru-right lane on Access 1 to be a dedicated right-turn lane
 - Construction of an additional westbound left-turn lane with 125 feet of storage
 - Restripe the eastbound shared thru-right lane on Private Drive to be a dedicated right-turn lane

Rea Road and Tom Short Road

- Construction of a westbound right-turn lane with permitted-overlap phasing along Tom Short Road with 200 feet of storage and appropriate taper

Tom Short Road and Kohl's Driveway/Access 3

- Construction of a westbound right-turn lane along Tom Short Road with 100 feet of storage and appropriate taper
- Construction of an eastbound left-turn lane along Tom Short Road with 100 feet of storage and appropriate taper

Rea Road and Marvin School Road/Creekstone Road

- Restripe the eastbound shared through-right lane into a shared left-through-right lane

- Modification of the existing signal to provide split phasing for the side-street approaches of Marvin School Road and Creekstone Road

Rea Road and Access 2

- Construction of the westbound approach of Access 2 ingress lane, one egress lane, stop-control, and an IPS of 100 feet
- Construction of a northbound right-turn lane along Rea Road with 100 feet of storage and appropriate taper
- Construction of a southbound left-turn lane along Rea Road with 100 feet of storage and appropriate taper

The site and mitigation improvements identified within the study area are shown in **Figure 1.1**. The improvements shown on these figures are subject to approval by NCDOT and the Village of Marvin. All additions and attachments to the State and Village roadway system shall be properly permitted, designed, and constructed in conformance to standards maintained by the agencies.

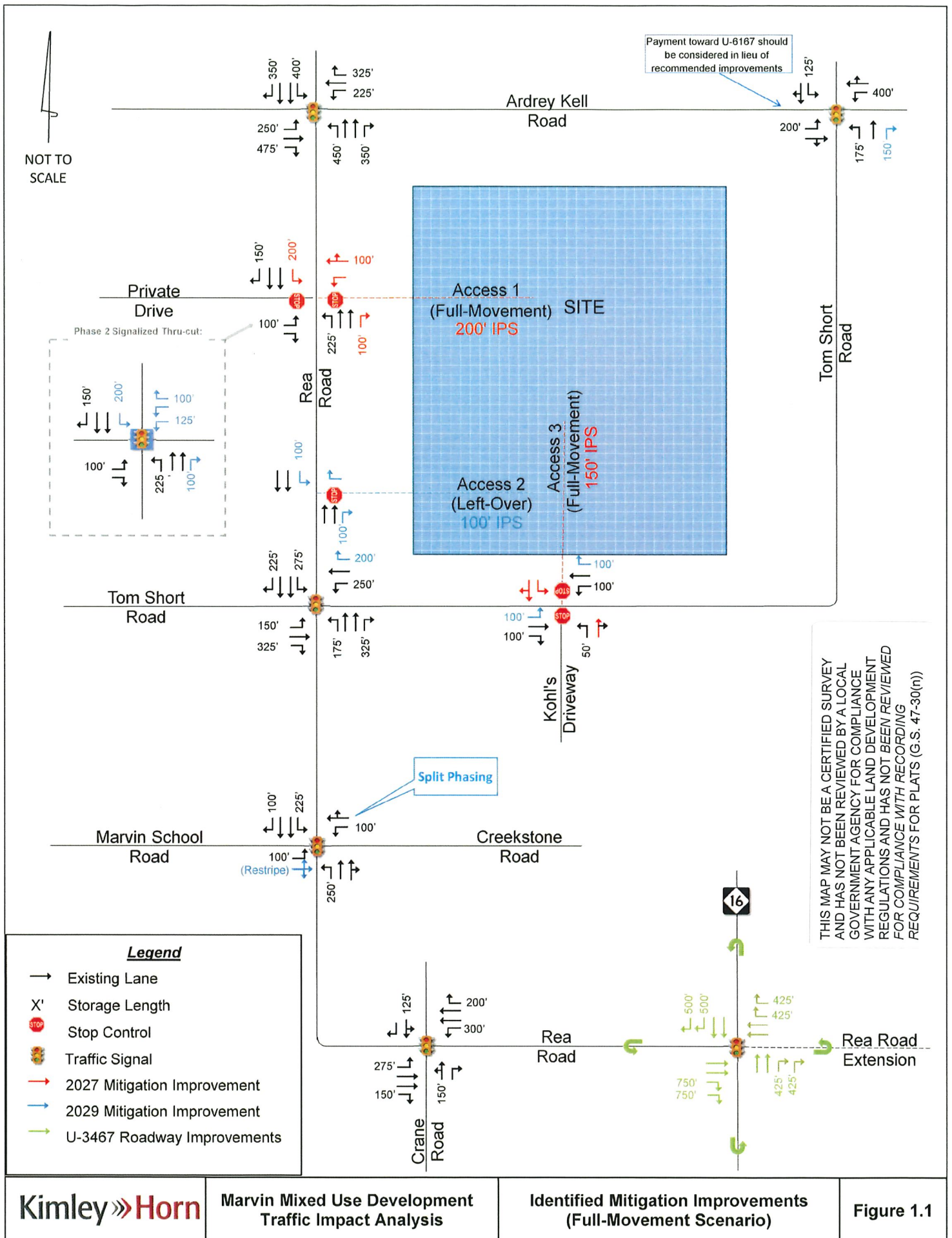


EXHIBIT D

Development Schedule

The development schedule, described below, is provided as a good faith estimate of the anticipated timing of development. It is intended to guide orderly build-out but shall not be construed as a binding schedule. Actual timing may vary due to market conditions, permitting timelines, or other unforeseen factors. Nothing herein shall prohibit the Developer from commencing or completing any phase or any portion of a phase earlier or later than projected, provided all applicable requirements for that phase have been satisfied. Nothing herein shall be interpreted to modify Article 4, Sections 4.1 and 4.4.

Marvin Commons:

2026 - 15 units

2027 -60 units, 100,000 sq ft

2028 - 60,000 sq ft