

Project Overview
#1209754
Project Title: 0 Rock Creek Ln and 0 Mount Rainer Rd
 Fayetteville NC 28301

Jurisdiction: City of Fayetteville

Application Type: 5.2) Conditional Rezoning

State: NC

Workflow: Staff Review

County: Cumberland

Project Location
Project Address or PIN:
Zip Code: 28301

- 0 MOUNT RAINER RD (0439300490000)
- 0 ROCK CREEK LN (0439302525000)

GIS Verified Data
Property Owner: Parcel
Acreage: Parcel

- 0 MOUNT RAINER RD: NORTHRIDGE PARK DEVELOPERS LLC
- 0 ROCK CREEK LN: GREEN VALLEY SOUTH LLC

- 0 MOUNT RAINER RD: 1.52
- 0 ROCK CREEK LN: 16.09

Zoning District: Zoning District
Subdivision Name:

- 0 MOUNT RAINER RD: SF-6/CZ
- 0 ROCK CREEK LN: SF-10

Fire District:
Airport Overlay District:
Hospital Overlay District:
Coliseum Tourism District:
Cape Fear District:
Downtown Historic District:
Haymount Historic District:
Floodway:
100 Year Flood: <100YearFlood>

500 Year Flood: <500YearFlood>

Watershed:
General Project Information
Proposed Conditional Zoning District: MR-5/CZ - Conditional Mixed Residential 5

Lot or Site Acreage to be rezoned: 17.61

Was a neighborhood meeting conducted?: No

Date of Neighborhood Meeting:
Number of Residential Units: 125

Nonresidential Square Footage: 0

Landowner Information
Landowner Name: Northridge Towns LLC

Deed Book and Page Number: B:11893 P:0322 and B:11899 P:0300

Written Description of Request - Answer all the questions under this section (upload additional sheets as needed).

A) Describe the proposed use of the rezoned land, including the proposed types of site improvements, buildings, uses, proposed activities, hours of operation, and operating characteristics.:

The proposed condition will allow for a housing development.

C) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:

The surrounding lots zoning includes SF-10, SF-6, SF-6(CZ), and MR5.

B) Describe the proposed conditions that should be applied.:

The proposed condition is no more than 125 doors.

Amendment Justification - Answer all questions on this and all pages in this section (upload additional sheets as needed).

A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:

The Future Land Use Plan recommends that this area be developed as Low Density Residential, our plans for a housing development with the condition of no more than 125 doors will align with these plans.

B) Are there changed conditions that require an amendment? :

No.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:

This development helps to address the shortfall of homes needed in Fayetteville, NC.

D) State the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and why it is the appropriate zoning district for the land.:

This rezone will allow for additional residential housing that will start to move this area towards the cities future growth plans.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:

This development is keeping with the city's proposed uses of this area and helps the city close the gap between the number of homes needed and those presently available.

F) State the extent to which the proposed amendment might encourage premature development.:

The need for housing in Fayetteville has outpaced what has been constructed over the last several years. Rather than being a premature development, this project is a portion of a remedy for developments that have been delayed or postponed.

G) State the extent to which the proposed amendment results in strip-style commercial development.:

This is a redevelopment of an existing parcel and should have no contribution to additional strip-style commercial development.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:

The requested rezoning is for the same type usage of the property presently. The only differentiation is for the condition.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:

There should only be positive impacts to the surrounding lands. The redevelopment will increase the values of adjacent properties through reinvestment in existing infrastructure.

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:

These rezone plans are not substantial enough to have adverse impacts on the natural environment.

Primary Contact Information

Contractor's NC ID#:

Project Owner

Darrin Collins
Northridge Towns LLC
324 Mason St
Fayetteville, NC 28301
P:910-222-8763
admin@cresfund.com

Project Contact - Agent/Representative

Darrin Collins
Northridge Towns LLC
324 Mason St
Fayetteville, NC 28301
P:910-222-8763
admin@cresfund.com

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$40,000. :

NC State General Contractor's License Number:

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Indicate which of the following project contacts should be included on this project:

AFFIDAVIT OF OWNERSHIP

I, Darrin Collins, being duly sworn, deposes and says:

1. That I am the owner of the property/properties located at 0 Rock Creek Ln. & 0 Mount Rainer Pl in the City of Fayetteville, a political subdivision of the State of North Carolina.

2. I do hereby give permission to Kyle Collins or Michael Newell to submit a Conditional Rezoning/Rezoning/Variance/Special Use/Annexation (circle one) application to the City of Fayetteville on my behalf for the above referenced property/properties.

3. This authority is only granted for the application to be submitted on Jan. 12, 2024.

[Signature]
Signature of Affiant

Signature of Affiant

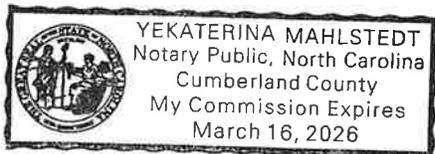
Cumberland County, North Carolina

Sworn to and subscribed before me this day on the 12 day of January, 2024.

[Signature]
Signature of Notary Public

(Official Seal)

Yekaterina Mahlstedt, Notary Public
Printed Name of Notary Public



My Commission Expires: 03-16-2026

FILED Jan 19, 2024
 AT 01:40:07 PM
 BOOK 11893
 START PAGE 0322
 END PAGE 0325
 INSTRUMENT # 01619
 RECORDING \$26.00
 EXCISE TAX \$300.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$300.00
Parcel ID:	0439-30-0490
Mail/Box to:	Gray Newell Thomas, LLP, 225 Ray Avenue, Suite 200, Fayetteville, NC 28301
Prepared by:	Gray Newell Thomas, LLP, 225 Ray Avenue, Suite 200, Fayetteville, NC 28301
Brief description for the index:	

THIS GENERAL WARRANTY DEED ("Deed") is made on the 29th day of December, 2023, by and between:

GRANTOR	GRANTEE
Northridge Park Developers LLC, a North Carolina Limited Liability Company PO Box 2430 North Myrtle Beach, SC 29598	Northridge Towns LLC Camaplan FBO Darrin T. Collins Roth IRA - 36% Camaplan FBO Lindsay Collins Roth IRA - 5% Camaplan FBO Kyler Collins Roth IRA - 3% Camaplan FBO Cailin Collins Roth IRA - 3% Camaplan FBO Ella Collins Roth IRA - 3% Collins Revocable Trust - 29% 324 Mason Street Fayetteville NC 28301

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of Fayetteville, Cumberland County, North Carolina and more particularly described as follows (the "Property"):
 See Attached Exhibit A

0 Mount Rainer Rd, Fayetteville, NC 28301
 0439-30-0490

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 9880 Page 852.

All or a portion of the Property includes or does not include the primary residence of a Grantor.

A map showing the Property is recorded in Book _____ Page _____.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

Northridge Park Developers LLC, a North Carolina Limited Liability Company

Entity Name _____

By: _____

Name: Chris Manning

Title: Manager



STATE OF ^{South}~~NORTH~~ CAROLINA, COUNTY OF Henry

I, Adrian T Alston, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 29 day of December, 2023 each acknowledging to me that he/she/they signed the foregoing document, in the capacity represented and identified therein (if any):
Chris Manning as Manager of Northridge Park Developers LLC, a North Carolina Limited Liability Company

Affix Notary Seal/Stamp



Adrian T Alston
Notary Public (Official Signature)
My commission expires: 12-9-29

EXHIBIT A

LYING in Cross Creek Township, Cumberland County, in the city limits of Fayetteville, North Carolina, this subject property being bounded on the north by Lots 23-27 of the North Ridge Park Phase III Section I Subdivision as recorded in Plat Book 130, Page 130; on the east by lands deeded and conveyed to Green Valley South LLC in Deed Book 7356, Page 820 and also shown on Plat Book 116, Page 170; on the south by lands deeded and conveyed to Haymount Presbyterian Church Inc in Deed Book 2422, Page 33; and on the west by Lots 15 and 25 of the North Ridge Park Phase IV Section I Subdivision as recorded in Plat Book 142, Page 38 and by the eastern right of way margin of Mount Rainer Drive (being a 50 foot private road).. All referenced materials found in the Cumberland County Registry.

BEGINNING at an iron rebar, said iron rebar being the northeast property corner of the subject property, said iron also being a common property corner with the Green Valley South LLC property, said iron rebar also being on the southern property line of Lot 23 of the North Ridge Park Phase III Section I Subdivision, and runs thence with the common property line between the subject property and the Green Valley South LLC property, **South 00 degrees 39 minutes 54 seconds West** for a distance of **374.55 feet** to an iron rebar, said iron rebar being a common property corner of the subject property, the Green Valley South LLC property, and the Haymount Presbyterian Church property;

THENCE with the common property line of the subject property and the Haymount Presbyterian Church property, **North 79 degrees 10 minutes 35 seconds West** for a distance of **257.54 feet** to an iron rebar, said iron rebar being a common property corner of the subject property, the Haymount Presbyterian Church property and Lot 25 of the North Ridge Park Phase IV Section I Subdivision;

THENCE continuing with the common property line between the subject property and Lot 25, **North 10 degrees 54 minutes 39 second East** for a distance of **99.90 feet** to an iron rebar, said iron rebar being on the southern right of way margin of Mount Rainer Drive;

THENCE with the right of way margin of Mount Rainer Drive, **South 79 degrees 11 minutes 01 seconds East** for a distance of **31.96 feet** to an iron rebar;

THENCE continuing with the right of way margin of Mount Rainer Drive, **North 10 degrees 58 minutes 20 seconds East** for a distance of **50.00 feet** to an iron rebar;

THENCE continuing with the right of way margin of Mount Rainer Drive, **North 79 degrees 05 minutes 25 seconds West** for a distance of **67.23 feet** to an iron rebar;

THENCE continuing with the right of way margin of Mount Rainer Drive, along a curve to the right, having a radius of **205.00 feet** and an arc length of **9.06 feet**, being subtended by a chord bearing of **North 77 degrees 59 minutes 43 seconds West** and a chord distance of **9.06 feet** to an iron rebar, said iron rebar being the southeastern property corner of Lot 15 of North Ridge Park Phase IV Section I Subdivision;

THENCE with the common property line between the subject property and Lot 15, **North 13 degrees 50 minutes 09 seconds East** for a distance of **13.00 feet** to an iron rebar, said iron rebar being a common property corner between the subject property, Lot 15, and Lot 27 of the North Ridge Park Phase III Section I Subdivision;

THENCE with the common property line between the subject property and Lots 27,26,25,24, and 23 of the North Ridge Park Phase III Section I Subdivision, **North 59 degrees 38 minutes 02 seconds East** for a total distance of **312.06 feet** to an iron rebar, said iron rebar being the true point and place of Beginning and being a portion of Lot 1 as shown on a plat entitled "Subdivision Survey of the Haymount Presbyterian Church Inc Parcel (Zero Lot Line)" and recorded in Plat Book 137, Page 163.

Subject property contains **66,510 square feet / 1.53 acres**

Together with and subject to any easements, restrictions, and covenants of record to include a temporary gravel turnaround and a temporary maintenance easement as shown on Plat Book 142, Page 38.

This description was prepared this 9th day of January, 2024 under the direct supervision of Michael J. Adams, PLS L-4491/CFS NC-075 and is based on a physical survey performed by M.A.P.S. Surveying Inc (C-2589).

FILED Jan 30, 2024
AT 12:47:55 PM
BOOK 11899
START PAGE 0300
END PAGE 0303
INSTRUMENT # 02646
RECORDING \$26.00
EXCISE TAX \$600.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$600.00
Parcel ID:	0439-30-2525 and
Mail/Box to:	Gray Newell Thomas, LLP, 225 Ray Avenue, Suite 200, Fayetteville, NC 28301
Prepared by:	Gray Newell Thomas, LLP, 225 Ray Avenue, Suite 200, Fayetteville, NC 28301
Brief description for the index:	

THIS GENERAL WARRANTY DEED ("Deed") is made on the 29th day of December, 20 23, by and between:

GRANTOR	GRANTEE
Green Valley South LLC, a North Carolina Limited Liability Company PO BOX 2430 North Myrtle Beach, SC 29598	Northridge Towns LLC Northridge Towns LLC Camaplan FBO Darrin T. Collins Roth IRA - 36% Camaplan FBO Lindsay Collins Roth IRA - 5% Camaplan FBO Kyler Collins Roth IRA - 3% Camaplan FBO Cailin Collins Roth IRA - 3% Camaplan FBO Ella Collins Roth IRA - 3% Collins Revocable Trust - 29% 324 Mason Street Fayetteville NC 28301

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of Fayetteville, Cumberland County, North Carolina and more particularly described as follows (the "Property"):

See attached Exhibit A

All or a portion of the Property was acquired by Grantor by instrument recorded in Book _____ Page _____.

All or a portion of the Property includes or does not include the primary residence of a Grantor.

A map showing the Property is recorded in Book _____ Page _____.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

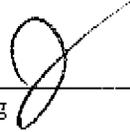
Green Valley South LLC, a North Carolina Limited Liability Company

Entity Name

By: _____

Name: Chris Manning

Title: Member

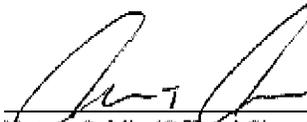


STATE OF South NORTH CAROLINA, COUNTY OF Horry

I, Adrian T Alston, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 29 day of December, 20 23 each acknowledging to me that he/she/they signed the foregoing document, in the capacity represented and identified therein (if any):

Chris Manning as Member of Green Valley South LLC, a North Carolina Limited Liability Company

Affix Notary Seal/Stamp



Notary Public (Official Signature)

My commission expires: 12-9-29

Exhibit A

LYING in Cross Creek Township, Cumberland County, in the city limits of Fayetteville, North Carolina, this subject property being bounded on the north by Lots 19-23 of the North Ridge Park Phase III Section I Subdivision as recorded in Plat Book 130, Page 130, by Lots 10-11 of the North Ridge Park Phase II Section I subdivision as recorded in Plat Book 125, Page 111, and by the southern right of way margin of Rock Creek Lane (being a 50 foot private street); on the east by lands deeded and conveyed to Wesco & Associates LTD in Deed Book 3605, Page 166 and by lands deeded and conveyed to William and Jacqueline Franklin in Deed Book 6418, Page 354 and also shown on Plat Book 24, Page 72; on the south by lands deeded and conveyed to Summer Lake Homeowners Assoc Inc in Deed Book 5638, Page 714 and also shown as the common area on Plat Book 105, Page 129, and by the northern right of way margin of Rosehill Road (having a varied width public right of way); on the west by lands deeded and conveyed to Haymount Presbyterian Church Inc in Deed Book 2422, Page 33 and by lands deeded and conveyed to Northridge Park Developers LLC in Deed Book 9880, Page 852, and also shown on Plat Book 137, Page 163. All referenced materials found in the Cumberland County Registry.

BEGINNING at an iron rebar, said iron rebar being the northeast property corner of the Northridge Park Developers property, said iron rebar also being on the southern property line of Lot 23 of the North Ridge Park Phase III Section I subdivision, and runs thence with the common property line of the subject property and Lots 23-22-21-20 & 19 **North 44 degrees 33 minutes 44 seconds East** for a total distance of **307.26 feet** to an iron rebar, said iron rebar being a common property corner between Lot 19 of the North Ridge Park Phase III Section I subdivision and Lot 11 of the North Ridge Park Phase II Section I subdivision;

THENCE with the common property line of the subject property and Lot 11, **North 30 degrees 48 minutes 38 seconds East** for a distance of **100.00 feet** to an iron rebar, said iron rebar being on the southern right of way margin of Rock Creek Lane;

THENCE with the southern right of way margin of Rock Creek Lane, **South 85 degrees 18 minutes 29 seconds East** for a distance of **107.29 feet** to an iron rebar, said iron rebar being a common property corner of the subject property and Lot 10;

THENCE with the common property line between the subject property and Lot 10, **North 30 degrees 48 minutes 45 seconds East** for a distance of **97.21 feet** to an iron rebar, said iron rebar being in the western property line of the Wesco & Associates property;

THENCE with the common property line between the subject property and the Wesco & Associates property, **South 58 degrees 25 minutes 42 seconds East** for a distance of **128.84 feet** to a pinched top iron pipe (located beside a concrete monument);

THENCE continuing with the common property line between the subject property and the Wesco & Associates property, **South 15 degrees 19 minutes 50 seconds East** for a distance of **471.02 feet** (passing through an iron pipe at a distance of 45.23') to a pinched top iron pipe, said iron pipe being a common property between the subject property, the Wesco & Associates property, and the Franklin property;

THENCE with the common property line between the subject property and the Franklin property, **South 16 degrees 04 minutes 43 seconds East** for a distance of **430.70 feet** to an iron pipe, said iron

pipe being in the northern property line of the Summer Lake Homeowners Association property;

THENCE with the common property line between the subject property and the Summer Lake Homeowners Association property, **South 60 degrees 15 minutes 00 seconds West** for a distance of **843.00 feet** to a point, said point being on the eastern right of way margin of Rosehill Road;

THENCE with the eastern right of way margin of Rosehill Road, **North 52 degrees 02 minutes 09 seconds West** for a distance of **71.08 feet** to a point, said point being the southeastern property corner of the Haymount Presbyterian Church property;

THENCE with the common property line between the subject property and the Haymount Presbyterian Church property as well as the Northridge Park Developers property, **North 00 degrees 39 minutes 54 seconds East** for a total distance of **930.70 feet** (passing through an iron pipe at the common property corner of the Haymount Presbyterian Church property and the Northridge Park Developers property at a distance of 556.15 feet) to an iron rebar, said iron rebar being the true point and place of beginning, and being a portion of Lot 3/Tract 2 as shown on a plat entitled "Subdivision Survey for Southeast Development of Cumberland, LLC" and recorded in Plat Book 116, Page 170, Cumberland County Registry.

.Subject property contains **701,238 square feet / 16.10 acres**

Together with and subject to any easements, restrictions, and covenants of record.

This description was prepared this 29th day of January, 2024 under the direct supervision of Michael J. Adams, PLS L-4491/CFS NC-075 and is based on a physical survey performed by M.A.P.S. Surveying Inc (C-2589).

Not a Certified Document – This document originally issued and sealed by Michael J. Adams, L-4491 on January 29th, 2024. This document shall not be considered a certified document

