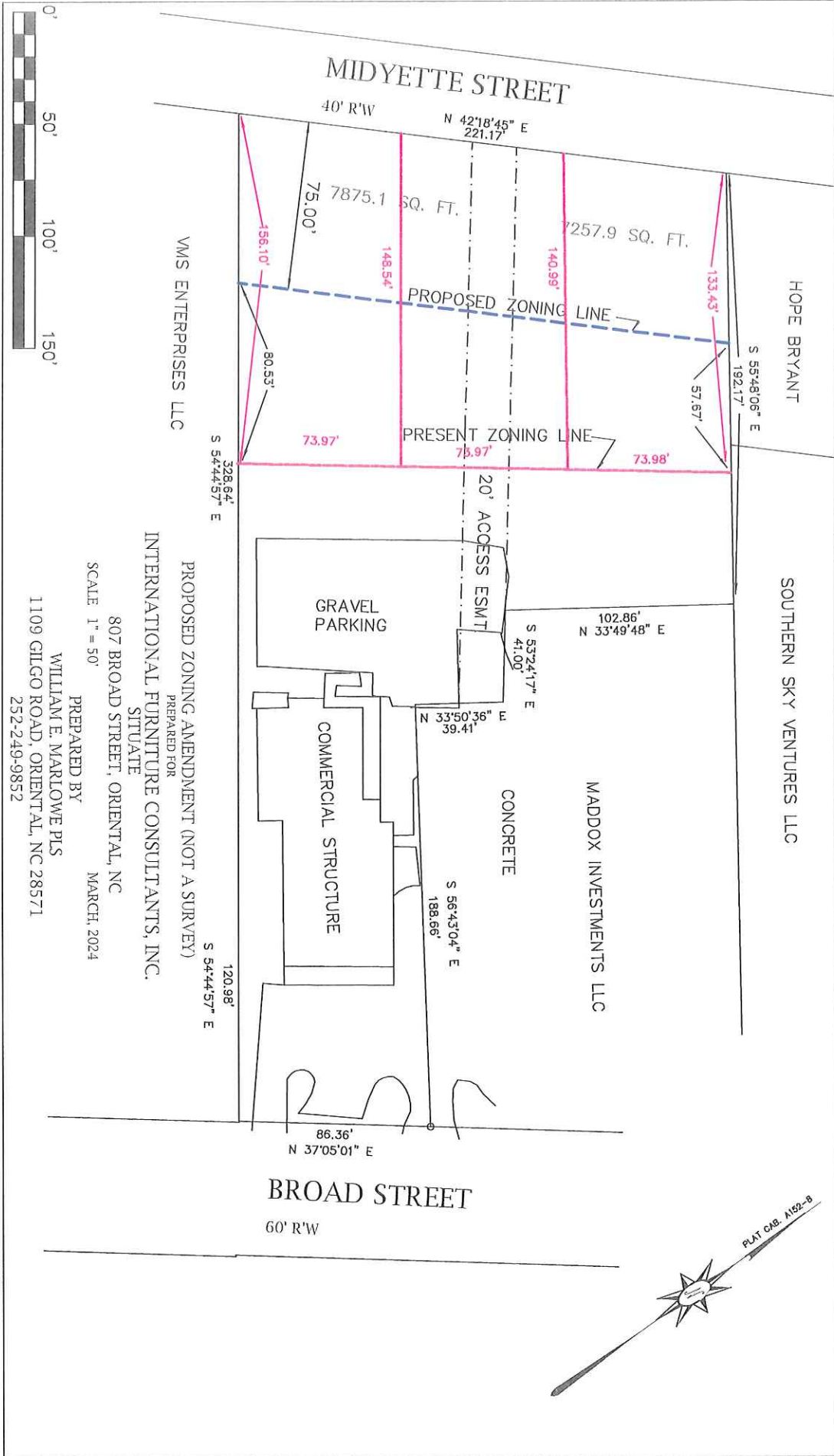




The distance from Midyette St to the parline (per those calls) is as follows: (the calls do not run parallel with the street)

- 148.54 feet at the southwestern most line of lot 1 (shown above in pink)
- 140.99 feet at the northeastern most line of lot 2 (shown above in yellow)
- 133.43 feet at the northeastern most line of lot 3 (shown above in red)



PROPOSED ZONING AMENDMENT (NOT A SURVEY)
 PREPARED FOR
 INTERNATIONAL FURNITURE CONSULTANTS, INC.
 SITUATE
 807 BROAD STREET, ORIENTAL, NC
 SCALE 1" = 50'
 PREPARED BY
 WILLIAM E. MARLOWE PLS
 1109 GILGO ROAD, ORIENTAL, NC 28571
 252-249-9852

FILED BOOK 306 PAGE 568

'95 JUL 28 PM 2 51

JOYCE E. CARAWAN
CLERK OF DEEDS

NORTH CAROLINA
PAMLICO COUNTY

THIS DEED, made and entered into this 26th day of July, 1995, by and between PATRICK W. DALLAS and wife, ALMIRA B. DALLAS, and CROAKERTOWN PRODUCTS, INC., a North Carolina corporation, hereinafter called "grantors", and CHARLES E. HESTER, SR. and wife, BARBETTA G. HESTER, Post Office Box 97, Selma, North Carolina 27576, hereinafter called "grantees";

W I T N E S S E T H:

That grantors, for and in consideration of the sum of ten dollars and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey to the said Charles E. Hester, Sr. and wife, Barbetta G. Hester, and their heirs and assigns, a certain tract or parcel of land in the Town of Oriental, Number Two (2) Township, Pamlico County, North Carolina, particularly described as follows:

A tract on the west side of North Carolina Highway 55, also being Broad Street, in the Town of Oriental, North Carolina, Beginning at a point in the property of Patrick Dallas which is located North 39° 15' 55" East 467.88 feet along the right of way of NC Highway 55 from the northern right of way of NC Secondary Road 1317 (North Street), said point being 87.88 feet from the southern corner of Patrick Dallas' store tract; thence from this POINT OF BEGINNING North 56° 17' 54" West 188.66 feet to an iron pipe; thence North 34° 15' 46" East 143.00 feet to an iron pipe in the centerline of an old ditch; thence along the ditch centerline South 55° 44' 55" 103.69 feet to an iron pipe; thence South 58° 11' 47" East 79.52 feet to an iron pipe on the right of way of NC Highway 55; thence South 32° 04' 44" West 144.69 feet to the POINT OF BEGINNING.

AS AN APPURTENANCE to the above-described parcel there is conveyed herewith a perpetual non-exclusive easement for ingress, egress and regress from Midyette Street to said parcel over and along a strip of land twenty (20) feet in width described as follows:

BEGINNING at a point in the western line of the above-described parcel, said point being North 34° 15' 46" East 19.39 feet from an iron pin in the southwest corner of the above-described lot; thence from said point North 52° 59' 07" West 244.69 feet to the right of way of Midyette Street; thence with the right of way of Midyette Street North 43° 20' 35" East 20.12 feet to a point in the right of way of Midyette Street; thence South 52° 59' 07" East 241.51 feet to a point in the

67-29-95

\$180.00

Real Estate
Excise Tax



PAMLICO COUNTY

STATE OF
NORTH
CAROLINA

RETURNED TO: *Hollowell*
DATE RETURNED: *8-4-95*

PREPARED BY
HOLLOWELL & HOLLOWELL
ATTORNEYS AT LAW
WAYNESBORO, NC
28585

northwestern line of the above-described lot; thence with the line of the above-described lot South 34° 15' 51" West 20.02 feet to the point of BEGINNING, according to a survey dated March 16, 1995 by A. Hugh Harris, Jr., PE-RLS.

Grantors agree that the above-described easement shall be constructed and maintained by grantors at their discretion.

COVENANTS AND AGREEMENTS: Grantors own the parcels which adjoin the above-described tract on the south and west, and grantors desire that the above-described tract be developed in a manner consistent with grantors' plans for the adjoining parcels so as to present an attractive, unified and common appearance. Therefore, it is hereby covenanted and expressly agreed by all parties to this deed for themselves, their heirs, assigns, successors, executors and administrators, as a part of the consideration of this deed as follows:

(1) No curbing or other impediment shall be placed along the parties' border lines that would physically or visually separate or isolate the subject tract from grantors' adjoining parcels.

(2) Grantee agrees to construct an entrance to the subject property from NC Highway 55 at the southeast corner. Grantors reserve the right, at their expense, to construct an entrance from NC Highway 55 to their parcel which shall adjoin grantee's and have the appearance of one common entrance to both parcels.

(3) These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, and may be enforced by proceedings at law or in equity.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, together with all privileges and appurtenances thereunto belonging, to the said Charles E. Hester, Sr. and wife, Barbetta G. Hester, and their heirs and assigns, in fee simple forever.

And grantors, for themselves, their executors, administrators, successors and assigns, covenant with grantees and their heirs and assigns, that they are seized of said premises in fee; that they have a perfect right to convey the same in fee simple; that the same are free and clear of all encumbrances whatsoever, except those hereinabove stated; and that they will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, individual grantors have hereunto set their hands and adopted as their seals the typewritten word "SEAL" appearing beside each name, and corporate grantor has

PREPARED BY
JHOWELL B HOLLOWELL
ATTORNEYS AT LAW
RAYBORO, NC
28515

BOOK 306 PAGE 570

caused this deed to be signed in its name by its _____
President, attested by its _____ Secretary, and its
corporate seal to be affixed, all the day and year first above
written.

Patrick W. Dallas (SEAL)
Patrick W. Dallas

Almira B. Dallas (SEAL)
Almira B. Dallas

CROAKERTOWN PRODUCTS, INC.

BY: Patrick W. Dallas
President

ATTEST:

Almira B. Dallas
Secretary



NORTH CAROLINA
COUNTY OF PAMLICO

I, Teresa Faye Lane, a Notary Public in
and for said county and state, certify that PATRICK W. DALLAS
and wife, ALMIRA B. DALLAS, each personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal/stamp, this 28th day
of July, 1995.

Teresa Faye Lane
Notary Public

My commission expires: June 9, 1998



PREPARED BY
DUNNELL & HOLLOMELL
ATTORNEYS AT LAW
RAYSORO, NC
28515

BOOK 306 PAGE 571

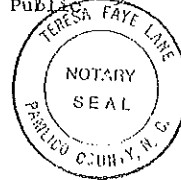
NORTH CAROLINA
COUNTY OF PAMLICO

I, Teresa Faye Lane, a Notary Public in and for said county and state, certify that ALMIRA B. DALLAS personally came before me this day, and being by me duly sworn, acknowledged that he/she is Secretary of CROAKERTOWN PRODUCTS, INC., a North Carolina corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/herself as its Secretary.

Witness my hand and official seal/stamp, this 28th day of July, 1995.

Teresa Faye Lane
Notary Public

My commission expires: June 9, 1998



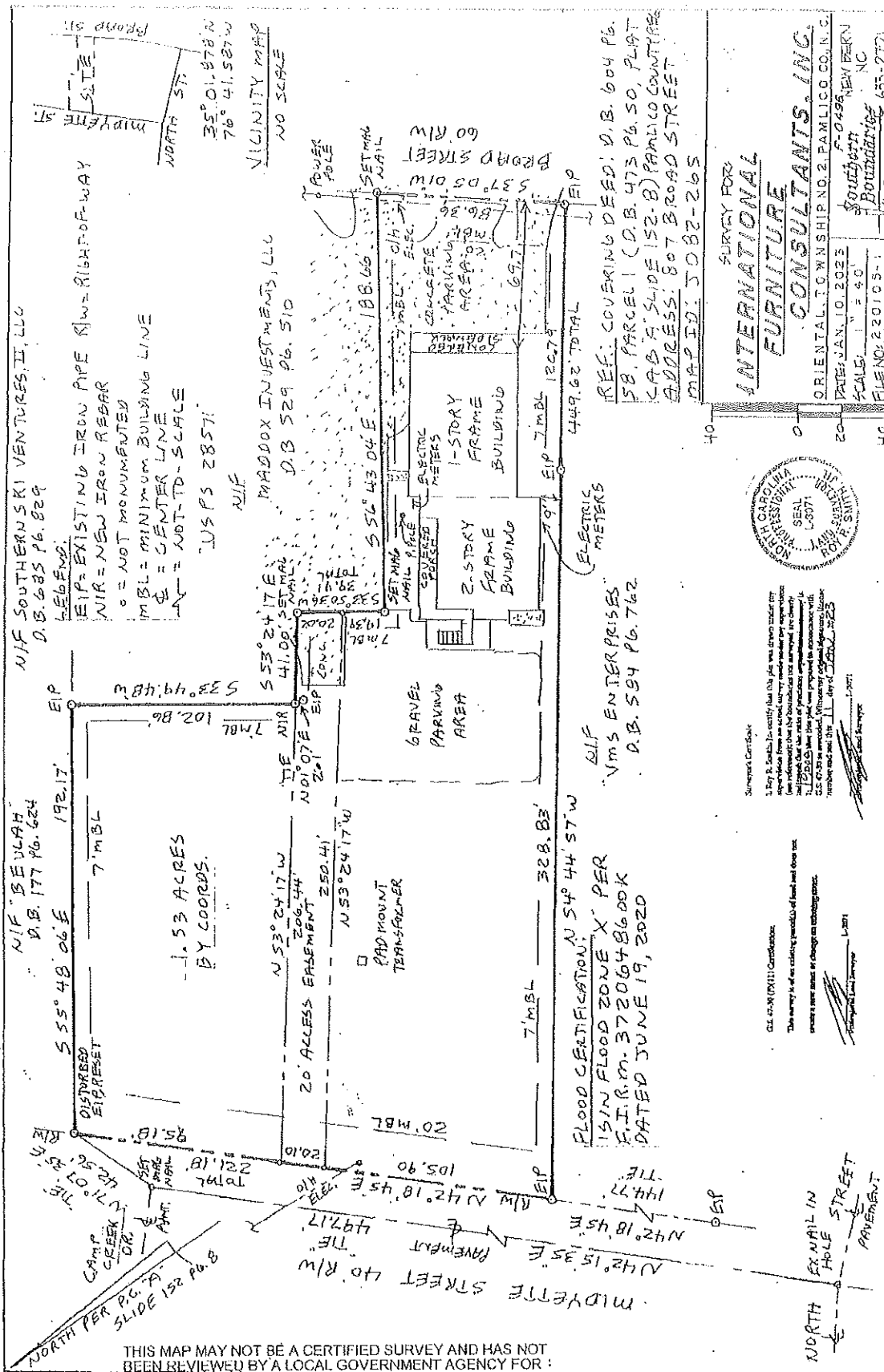
NORTH CAROLINA
PAMLICO COUNTY

The foregoing certificate of TERESA FAYE LANE, a Notary Public in and for Pamlico County, North Carolina is certified to be correct.

Joyce E. Carawan
Register of Deeds

BY: *Dee A. Bixson*
Assistant Register of Deeds
Deputy

PREPARED BY
OLSONVELL & HOLLOWELL
ATTORNEYS AT LAW
RAVEORO, NC
28515



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



Surveyor's Certificate
 I, Jay B. Smith, do hereby certify that this plan was drawn under my supervision from an actual survey made under my supervision and that the boundaries are correctly shown thereon. I am a duly Licensed Professional Surveyor in the State of North Carolina. My Commission Expires on 11/01/2023.
 Jay B. Smith
 Licensed Professional Surveyor
 License No. 12071

C.S. 47-10 (XVI) Conditions
 This survey is of an existing parcel of land and does not create new areas or change an existing area.
 International Furniture Consultants, Inc.
 License No. 12071

EXHIBIT A

LEGAL DESCRIPTION

FOR THE MASTERS ON BROAD STREET, LLC

Being all of that 1.53 acre tract shown on the survey map prepared by Southern Boundaries, dated January 10, 2023, entitled "SURVEY FOR INTERNATIONAL FURNITURE CONSULTANTS, INC.," which survey map is attached hereto and is incorporated herein by reference.



Doc ID: 002759560004 Type: CRP
 Recorded: 01/18/2023 at 01:50:00 PM
 Fee Amt: \$1,596.00 Page 1 of 4
 Revenue Tax: \$1,570.00
 Pamlico, NC
 Lynn H. Lewis Register of Deeds

00105

BK **709** PG **105-108**

Registered this the 18 day of JAN, 2023
 At 1:50 p.m., Recorded In Book 709. Page 105-108
 Lynn H. Lewis, Pamlico County Register of Deeds
 By: Ruth H. Owen Deputy/Assistant

RETURNED TO: Delamar
 DATE RETURNED: 1-19-23

\$ 26.00
 1570.00 excise tax
 \$ 1546.00

Prepared by/Return to: Sara Delamar, Delamar & Delamar, PLLC, Attorneys at Law, P.O. Box 411, Bayboro, N.C. 28515

N.C. Excise Tax - \$1,570.00

NORTH CAROLINA

GENERAL WARRANTY DEED

PAMLICO COUNTY

This deed, made and entered into this 17th day of January, 2023 by and between **The Masters on Broad Street, LLC, a North Carolina limited liability company**, hereinafter referred to as "Grantor"; and **International Furniture Consultants, Inc., a Delaware corporation**, hereinafter referred to as "Grantee". Grantor's mailing address is 848 E Harborside Drive, Oriental, NC 28571. Grantee's mailing address is 5710 Suttonwood Drive, Greensboro, NC 27407.

WITNESSETH:

That said Grantor, for and in consideration of valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee simple all that certain tract or parcel of land lying and being in Pamlico County, North Carolina, and more particularly described as follows:

Being all of that 1.53 acre tract shown on the survey map prepared by Southern Boundaries, dated January 10, 2023, entitled "SURVEY FOR INTERNATIONAL FURNITURE CONSULTANTS, INC.," which survey map is attached hereto and is incorporated herein by reference.

The property described above was acquired by Grantor by instrument recorded in Book 604, Page 58, Pamlico County Registry.

To have and hold the aforesaid tract or parcel of land and all privileges thereunto belonging in fee simple forever.

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 for the exceptions hereinafter stated.

Title to the property described above is subject to ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property.

The designation Grantor and Grantee as used herein shall include the parties hereto, their heirs, successors, assigns and legal and/or personal representatives.

In Testimony Whereof, said Grantor has caused this instrument to be signed in its company name, by its duly authorized member/manager, the day and year first written above.

The Masters on Broad Street, LLC

BY: Gary Carl Mastrodonato (SEAL)
Gary C. Mastrodonato, Member/Manager of
The Masters on Broad Street, LLC

_____ If marked or initialed, the property includes the primary residence of at least one of the
Grantors, otherwise, note as N/A. (per NC GS § 105-317.2)

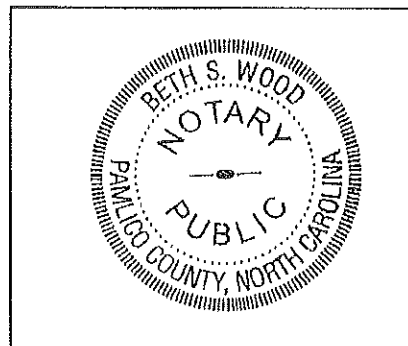
Pamlico County, North Carolina State

I certify that the following person personally appeared before me this day, acknowledging to me
that he or she voluntarily signed the foregoing document for the purpose stated therein and in the
capacity indicated: *Gary C. Mastrodonato, Member/Manager of The Masters on Broad Street,
LLC.*

Date: January 17, 2023

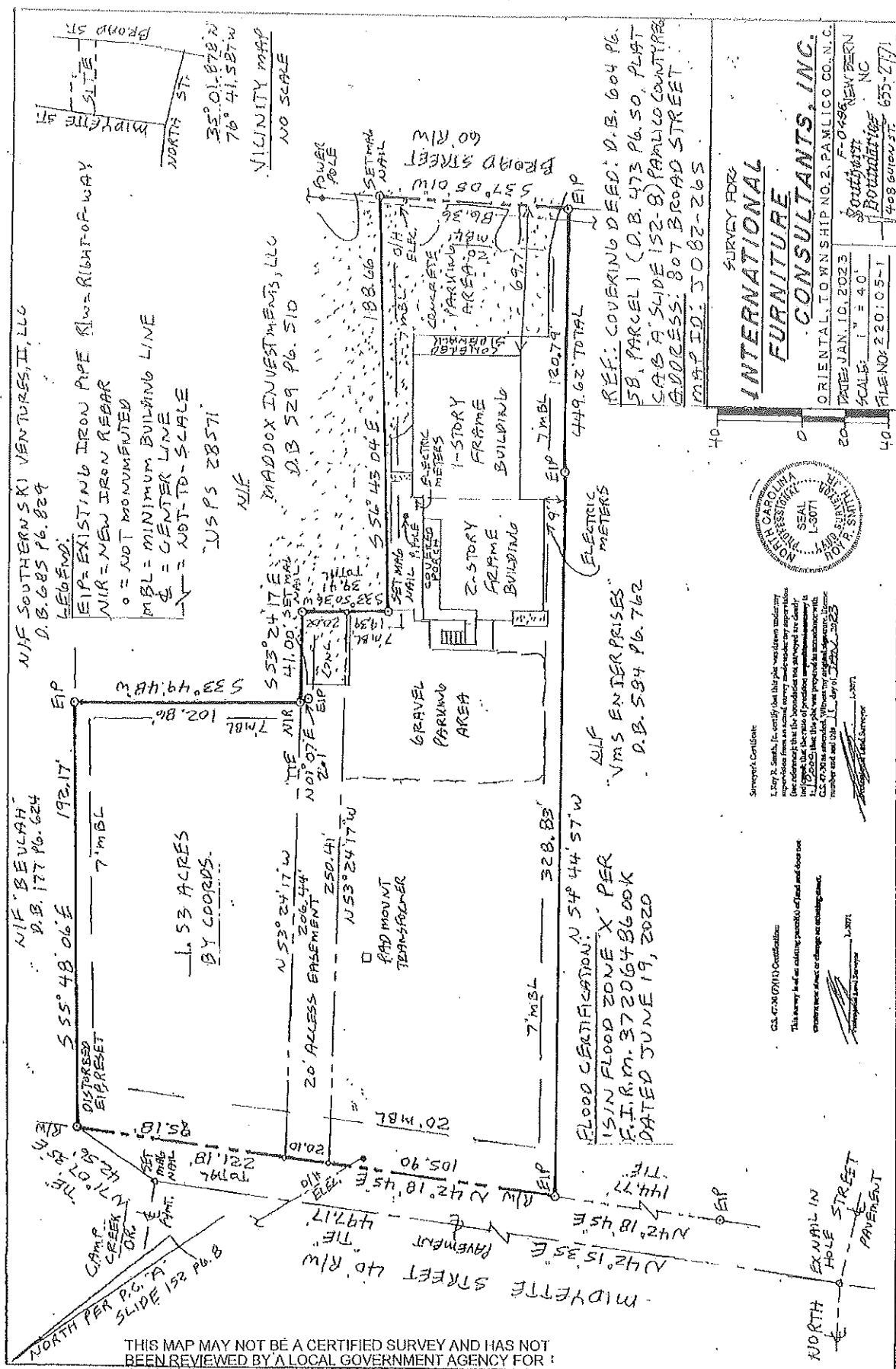
Beth S. Wood
Official Signature of Notary
Notary Public

Beth S. Wood
Notary Public Printed Name



Notary Seal or Stamp Must
Appear In Above Box

My commission expires: October 25, 2023



N/S SOUTHERNSKI VENTURES, II, LLC
D.B. 685 P. 6. 829
LEGEND:
EIP = EXISTING IRON PIPE R/W = RIGHT-OF-WAY
NIR = NEW IRON REBAR
○ = NOT MONUMENTED
MBL = MINIMUM BUILDING LINE
⊕ = CENTER LINE
N = NORTH TO SCALE
VUSPS 28571

N/S BEULAH
D.B. 177 P. 6. 624
55° 48' 06" E 192.17'
7' MBL
102.86'
533° 49' 48" W
NIR
41.00'
533° 24' 17" E
20' ACCESS EASEMENT
206.44'
250.41'
N 53° 24' 17" W
20' MBL
PAD MOUNT
TRANSFORMER
N 53° 24' 17" W
328.83'
7' MBL
54° 44' 57" W
FLOOD CERTIFICATION: N 54° 44' 57" W
15 IN FLOOD ZONE X' PER
F.I.R.M. 3720648600K
DATED JUNE 19, 2020

MADDOX INVESTMENTS, LLC
D.B. 529 P. 6. 510
N/S ENTERPRISES
D.B. 584 P. 6. 762
MIDSLLETTE STREET 40' R/W
PAVEMENT
N 42° 15' 35" E
144.77'
N 42° 18' 45" E
147.17'
MIDSLLETTE STREET 40' R/W
PAVEMENT
N 42° 18' 45" E
147.17'
N 42° 18' 45" E
147.17'
N 42° 15' 35" E
144.77'
N 53° 24' 17" E
41.00'
533° 49' 48" W
7' MBL
102.86'
533° 24' 17" E
20' ACCESS EASEMENT
206.44'
250.41'
N 53° 24' 17" W
20' MBL
PAD MOUNT
TRANSFORMER
N 53° 24' 17" W
328.83'
7' MBL
54° 44' 57" W
FLOOD CERTIFICATION: N 54° 44' 57" W
15 IN FLOOD ZONE X' PER
F.I.R.M. 3720648600K
DATED JUNE 19, 2020

SURVEY FOR
INTERNATIONAL FURNITURE CONSULTANTS, INC.
ORIENTAL TOWNSHIP NO. 2, PAMLICO CO., N.C.
DATE: JAN. 10, 2023
SCALE: 1" = 40'
FILE NO: 230105-1



Surveyor's Certificate
I, Carol Ann H. Harkins, do hereby certify that this job was done in accordance with the provisions of the State Constitution and the laws of North Carolina and that the same are correct and true to the best of my knowledge and belief.

C.A. HARKINS
This survey is a plat of a subdivision of land and does not constitute a warranty or guarantee of title or of the accuracy of the map. No warranty or guarantee is made by the surveyor.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

PLANNING BOARD RECOMMENDATION
February 14, 2024

On February 14, 2024, pursuant to Code Section 237 of the Growth Management Ordinance of the Town of Oriental, the Planning Board of the Town of Oriental conducted a duly advertised public meeting to consider the rezoning of the real property located at 807 Broad St, Oriental, North Carolina, and more specifically identified as Pamlico County Tax Parcel ID Number J082-265 (“SUBJECT PROPERTY”) portion from a zoning classification of R-3 Residential District to the zoning classification of MU Mixed Used District.

After giving all interested parties and opportunity to be heard regarding the application to rezone the Subject Property, the Planning Board unanimously recommends that the zoning classification of the portion of the Subject Property be changed from the zoning classification of R-3 Residential to the zoning classification of MU Mixed Used, and that the official zoning map of the Town of Oriental be amended accordingly.

The Planning Board further finds that:

1. The proposed rezoning of the Subject Property meets the development needs of the community by extending area the Town’s MU Mixed Use District.
2. The proposed rezoning of the Subject Property is reasonable and in the public interest.
3. The proposed rezoning of the Subject Property is consistent with the Comprehensive Plan in that:

(a) Section 1: Oriental’s Vision: “Business and Commerce...Engender an atmosphere of welcome and support for entrepreneurs and business owners. . . . Growth and Expansion. . . . Establish the means to guide growth, expansion, redevelopment and development that adheres to the points brought forward by the public and contained in this long-range vision.”

(b) Section 3: Vision: Goals, Recommendations, Actions and Parties Responsible, Page 14, Section B: Economic Opportunity, Development and Sustainability... “A comprehensive business development strategy that creates an environment for opportunity, growth and support will help to overcome threats, both real and perceived, which face businesses and entrepreneurs.”

Page 19, Section C: Growth and Expansion... “In the long-range vision process the public has spoken clearly that in general they like Oriental the way it is now and hope, regardless of what changes may come, that Oriental will continue as a small waterfront town welcoming a variety of individuals, interests, and pursuits.”

Page 20, Section C: Growth and Expansion...ACTIONS “4. ‘Smart Growth’ Principles: “Mix land uses”.

4. The proposed rezoning of the Subject Property is consistent with the CAMA Land Use Plan in that:

(a) Section 1.0 Background Information, Page 2, Paragraph 5, "Oriental supports growth and development that is diverse, environmentally sensitive, economically sustainable, and consistent with the natural, historical and cultural character of Oriental."

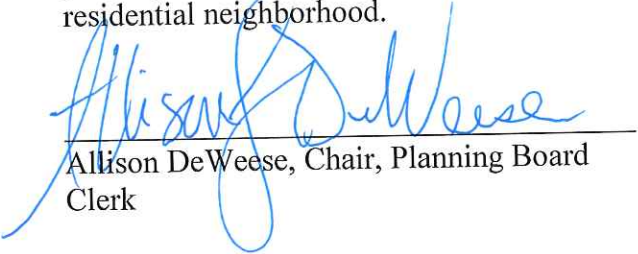
(b) Page 5, Paragraph 1, "MU zones...are located within some of the residentially-zoned neighborhoods."

(c) Page 5, Paragraph 5, "Primary commercial areas are a mix of commercial and residential and, for the most part, blend appropriately."

(d) Section 2.2 Community Vision, Page 11, Paragraph 3, "The Community supports growth and development that is diverse, environmentally sensitive, economically sustainable, and consistent with the natural, historical and cultural character of Oriental."

(e) Section 4.0 Future Land Use Map Summary, Page 12, Paragraph 3, "Two mixed use zones allow businesses and commercial development to mingle with all types of housing."

(f) The separation between the proposed additional MU portion of the property and the existing developable portion of R-3 maintains the separation from the residential neighborhood.


Allison DeWeese, Chair, Planning Board
Clerk

Diane Miller, Recording, Town