

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, December 15, 2008 Time: 7:00 PM

Work Sessions

6:30 p.m. Animal Lovers Assistance League

Regular Agenda

7:00 p.m. Invocation

 Pledge of Allegiance

Item 1 Approval of Agenda

Item 2 Public Comment

Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.

Item 3 **Discussion of County Revenues**

Item 4 **Public Hearing and Action** PB 08-55 Christopher J. Susko: Text amendment to the UDO to allow a limousine service as a permitted use in the Agricultural zoning district.

Item 5 **Public Hearing and Action** PB 08-54 Edward T. Hyman, Jr.: Text amendment request to amend UDO Chapter 3 Special Requirements, Section 3.3.1 Security Training Operations and Services Facilities.

Item 6 **Public Hearing and Action** PB 08-45 Carova Beach Business Blocks: Three Sketch Plans/Special Use Permits to re-plat 19 existing lots into 29 residential lots. The lots are located in Carova Beach as shown on Tax Map 87A, Parcels A-H, Block 1; Tax Map 87A, Parcels: A and B, Section 2; A and B, Section 3; and Tax Map 87A, Parcels: 1A, 2A, B, C, and D, Section 5; A-C, Section 9, Fruitville Township.

Item 7 **Discussion and Consideration of Ordinance Establishing Method for Appointment to County Boards**

- Item 8 **Award Bid for Tulls Creek Road Booster Pump Station**
- Item 9 **Appointment to Currituck Outer Banks Wild Horse Advisory Board**
- Item 10 **Consent Agenda:**
 - 1. Budget Amendments
 - 2. Consideration of Form for Corporate Hangar, Hangar and Tie-Down Leases at Currituck Regional Airport
 - 3. Resolution Canceling the Currituck County Board of Commissioners Meeting Scheduled for January 20, 2009
 - 4. Resolution of the Board of Commissioners for Currituck County, NC Authorizing Exchange of Property
 - 5. Charge Levy on Motor Vehicles for September Renewals
 - 6. Easement agreement Dominion Power to Airport Property and authorize Manager to sign
 - 7. Approval of Maple Commerce Park Covenants
 - 8. Approval of December 1, 2008, Minutes
- Item 11 Commissioner's Report
- Item 12 County Manager's Report
- Adjourn



Currituck County

Department of Planning
Post Office Box 70
Currituck, North Carolina 27929
252-232-3055
FAX 252-232-3026

MEMORANDUM

To: Board of Commissioners
From: Planning Department
Date: December 5, 2008
Re: PB 08-55 Christopher J. Susko Amendment

Christopher J. Susko is requesting a text amendment to the UDO to allow a limousine service as a permitted use in the Agricultural (A) zoning district. A limousine service is currently not addressed in the UDO and; therefore, is not a permitted use within Currituck County.

Initially Staff did not support allowing a taxi service business as a permitted use within the Agricultural (A) zoning district due to the potential intrusion into the residential and rural character of such areas. As an alternative, Staff proposed allowing taxi services as a permitted use in the General Business (GB), Commercial (C), and Limited Business-Hotel (LBH) zoning districts. During the Planning Board meeting, it was suggested that taxi services be permitted in the Agricultural (A) zone with a conditional use permit. Staff feels this alternative provides a reasonable compromise and subsequently supports the Planning Board's recommended changes.

While Mr. Susko submitted a generalized text amendment request, staff has proposed a more detailed version as recommended by the Planning Board which is attached hereto. Also find the Planning Board meeting minutes attached.

Should you have additional questions please contact Ben Woody at 232-6029.

PLANNING BOARD DISCUSSION

Mr. West asked how this would work since this was a home based operation in a residential area.

Mr. Woody stated the operation could be moved or the lot rezoned.

Mr. Susko stated that this request is for a home office use and he has two limousines. Mr. Susko stated he is legal to pick up passengers and take them to Virginia. To be able to pick up passengers in Virginia, the Virginia Department of Motor Vehicles application requires rezoning compliance verification, which he must comply with and that his home base operation is where he resides.

Mr. Midgette asked why this was presented as a text amendment and not a special use permit.

Mr. Woody stated that in the Permitted Uses Table it does not address limousine or taxi service.

The board discussed a limousine service business as a permitted use within the Agricultural zoning district vs. the property being rezoned to commercial or general business. The board was concerned with a commercial or general business zoning district in an agricultural area.

Mr. Woody stated that the options are to, (1) Allow by right in an Agricultural zoning district which is what the applicant requested; (2) To only allow in a commercial district which would require the property to be rezoned; or (3) To allow in an Agricultural district with a Conditional Use Permit (CUP).

The Planning Board discussed the length of time of the CUP.

ACTION

Mr. Keel motioned to recommend approval of the text amendment to the UDO to allow a limousine service as a permitted use in the Agricultural zoning district with the addition of a Conditional Use Permit and the limit of two vehicles. Mr. West seconded the motion. Motion carried unanimously.

**PB 08-55
UDO Amendment Request
Christopher J. Susko
Taxi Service**

An amendment to Chapter 2: Zoning Districts, Chapter 3: Special Requirements. and Chapter 17: Definitions to allow a taxi service as a permitted use.

BE IT ORDAINED by the Currituck County Board of Commissioners that the Unified Development Ordinance be amended as follows:

Item 1: That Section 2.5 Permitted Uses Table is amended by adding the following language:

Use	LUC	Zoning Districts											Special Requirements		
		A	RA	R	RO1	RO2	RR	GB	C	LBH	LM	HM			
<i>Office & Service</i>															
<i>Taxi Service</i>	<u>III</u>	<u>C</u>						<u>Z</u>	<u>Z</u>	<u>Z</u>					<u>3.5.9</u>

Item 2: That Section 3.5 Office and Service Uses is amended by adding the following language:

Section 3.5 Office and Service Uses

3.5.9 Taxi Service

A. The following special requirements shall apply in the GB, C, and LBH Districts:

- 1. The taxi shall display no form of advertising other than that of the taxi company itself.**
- 2. When not in service, vehicles shall be stored in a secure compound, fully enclosed with a fence and gate. The compound surface area shall be paved or graveled to not less than three inches deep and compacted and graded for proper drainage.**
- 3. The taxi service compound shall be fully screened from adjacent rights-of-way and residentially zoned properties using a combination of opaque fencing and/or evergreen plant materials.**

B. The following special requirements shall apply in the A District:

- 1. The use shall not disturb or intrude on the residential character of the surrounding neighborhood.**
- 2. No more than two motor vehicles associated with the taxi service shall be permitted on the subject property.**

Item 3: That Section 17.2 Definitions is amended by adding in alphabetical order the following language:

Section 17.2 Definitions

Taxi Service

Transport by vehicle (ex. taxi, limousine) for a single passenger or small group of passengers between locations of their choice.

Item 4: The provisions of this ordinance are severable and if any of its provisions or any sentence, clause, or paragraph, or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 5: This ordinance amendment shall be in effect from and after the _____ day of _____, 2008.

Board of Commissioners' Chairman

Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____

MOTION TO ADOPT BY COMMISSIONER: _____

SECONDED BY COMMISSIONER: _____

VOTE: AYES _____ NAYS _____

PLANNING BOARD DATE: November 10, 2008

PLANNING BOARD RECOMMENDATION: _____

VOTE: AYES _____ NAYS _____

ADVERTISEMENT DATE OF PUBLIC HEARING: _____

BOARD OF COMMISSIONERS PUBLIC HEARING: _____

BOARD OF COMMISSIONERS ACTION: _____

POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____

AMENDMENT NUMBER: _____



Currituck County

Department of Planning
Post Office Box 70
Currituck, North Carolina 27929
252-232-3055
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MEMORANDUM

To: Board of Commissioners

From: Ben Woody, AICP
Planning Director

Date: December 4, 2008

Re: PB 08-54 Hyman and Robey- Blackwater UDO amendment

Hyman and Robey, representing Blackwater U.S.A., are requesting a UDO Text Amendment to section 3.3.1, Security Training Operations and Services Facilities. The proposed amendment will make the following changes to this existing ordinance (OPTION A):

- Amend the hours of operations.
- Require that training areas and ranges be setback from any property line in Currituck County a minimum distance of 1 mile instead of 900 feet.
- Allow the downrange safety area for firing ranges to be dictated by the type and caliber of weapon instead of a fixed 4,800 meters (the downrange safety area requirements are proposed to reference and be consistent with the Military Handbook).
- Amend the driver training area setback from any property line in Currituck County from 150 feet to 1 mile.
- Add the allowance of "large expanses of densely vegetated areas" to replace the requirement for a fence.

Following the November 10 Planning Board meeting, staff was directed to meet with the applicant to further discuss concerns with enforcement of the proposed ordinance amendment. In a December 3 meeting with representatives from Blackwater U.S.A. and the Sheriff's office, the concerns addressed by staff were brought to a basic resolution. The following issues were discussed and agreed upon:

- The Sheriff's office is satisfied with the downrange safety zone requirements, which are proposed to be consistent with the Military Handbook.
- In order to ensure the appropriate caliber of weapons is used in training functions, Blackwater U.S.A. agreed to provide training records in a timely manner upon request by the County.

- The Currituck County Sheriff's office will continue to explore mutual aid arrangements with Camden County to ensure proper enforcement of all rules and regulations is occurring.

The Planning Board recommendation for unanimous **approval**, minutes from November 10, 2008 meeting, and proposed text amendment are attached. Should you have any questions, do not hesitate to contact me at 232-6029.

PLANNING BOARD DISCUSSION

Mr. Hyman stated that Blackwater never had any intentions to build the firing ranges in Currituck County. To resolve this problem they were asked to submit a Special Use Permit (SUP) and through the TRC review they realized that the UDO had some flaws in it. They realized they could not get a SUP without having a text amendment first. Mr. Hyman stated that a citizens group submitted a text amendment and they have met with the citizens group and worked out the differences. This text amendment before you is a result of these meetings. Mr. Hyman stated in the text amendment submitted by the applicant, #4 should remove “unless the applicant can provide noise or safety test evidence to show that a lesser distance may be acceptable.” Also on the front page 4,800 feet should be changed to 4,800 meters.

Mr. West asked if the one mile range was approved would it keep it on Blackwater property.

Mr. Hyman stated yes.

Mr. Breathwaite thanked Mr. Hyman for coming out and speaking to them. Mr. Breathwaite stated they have come to a good understanding and they have no objections to the proposal as it stands now.

Ms. Krause stated that she wants to make sure the applicant can provide noise and safety tests. Ms. Krause stated they have a concern with who will enforce and monitor what guns will be used on the firing range. Ms. Krause stated she does not have an objection.

Ms. Motes stated she agrees with her neighbors but has a few more concerns. Ms. Motes is concerned with who will inspect the ranges from the county. She is concerned that she will be safe from the ranges.

Mr. Hyman stated that logs are kept and asked if the County Sheriff's Department to review the logs to ensure they are in compliance within the limit of the ranges.

Ms. McKenzie stated that with the government contracts and the military that they have coming out to train the government may come out to inspect the ranges. She will check to verify this.

Ms. Motes stated that the federal government does not regulate private firing ranges.

The Planning Board discussed the type of weapons that are used on these firing ranges. They also discussed the type of ranges and what weapons can be used.

Mr. Midgette asked Mr. Hyman if he would be in agreement to table this request so he (Blackwater), the county and the community members could meet to address these issues and Ms. McKenzie can check to see if the government will inspect private firing ranges.

Mr. Hyman stated he would like for it to move forward and they are willing to discuss these issues and they want to be able to guarantee the community safety.

Ms. McKenzie stated that enforcement of the firing ranges and Blackwater would be willing to bring in the language from Option B having the Currituck County Sheriff's Department inspect the ranges.

Mr. Breathwaite stated that the concerns they had for setbacks (1 mile) have been addressed in the text amendment and do not play a role in this amendment. The issue of enforcement of the firing ranges should be addressed during the SUP process.

Ms. Krause stated she is okay with the text amendment but does have a concern with who will enforce that the firing ranges are in compliance.

Mr. Woody stated that the County Sheriff's Department needs to be involved in this process.

Mr. West stated that the main concern is safety.

ACTION

Mr. West motioned to recommend approval of the Option A text amendment submitted by the applicant to amend UDO Chapter 3 Special Requirements, Section 3.3.1 Security Training Operations and Services Facilities as presented. Mr. Keel seconded the motion. Motion carried unanimously.

OPTION A SUBMITTED BY APPLICANT

PB 08-54

UDO AMENDMENT REQUEST

Hyman and Robey- Blackwater
Security Training Operations

Request to amend UDO Chapter 3 Special Requirements, Section 3.3.1 Security Training Operations and Services Facilities

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That section **3.3.1 Security Training Operations and Services Facilities** be amended as follows by deleting the strike though text and adding the underlined text:

3.3.1 Security Training Operations and Services Facilities (Special Use Permit only)

A minimum lot size for this use shall be 3,500 contiguous acres. All areas within the proposed Security Training Operations and Services Facility, including but not limited to firing area(s), backstops, downrange safety zones, parking and accessory areas, parachute landing zone, driver training area, etc. shall be under uniform control or ownership. The Security Training Operations and Services Facility shall also be subject to the following requirements:

A. Firearms and Explosive Training

1. The design criteria for all firearms ranges cited in the Military Handbook – Range Facilities and Miscellaneous Training Facilities other Than Buildings (MIL-HDBK-1027/3B), as amended or superseded ~~or the National Rifle Association Range Manual, as amended or superseded~~ shall be met.
2. The proposed firearms ranges shall be reviewed by and comments received from the Currituck County Sheriff's Department.
3. No firing or explosive training activities shall occur between the hours of 10 p.m. to 7 a.m. EST daily, Monday through Saturday. No firing or explosive training activities shall occur prior to 9 a.m. or after 10 p.m. on Sundays and on Christmas Day.
4. The immediately adjacent areas to the proposed training areas and ranges shall be predominately undeveloped and shall be at least ~~900~~ 5,280 feet (one mile) from any property line located in Currituck County regardless of the direction of fire and operated in compliance with the Currituck County Noise Ordinance.

5. The maximum downrange safety area for each range and shooting area shall be essentially fan-shaped, with its vertex being 100 yards meters each side of the end firing point and extending ~~4,800 meters in length~~ to the maximum range of the type of firearm being used as shown on Table 4 of the MIL-HDBK-1027/3B, 400 degrees 10 degrees from the firing line, plus an additional 100 meters running parallel to the ~~400 degrees~~ 10 degree line, as shown in Figure 2.2-1 of MIL-HDBK-1027/3B. The safety area shall not encompass any public right-of-way or other property not owned by range operator or owner.
6. Weapon types will be restricted to pistol, rifle and shotgun, or similar. No automatic assault type weapon shall be used by the general public but will be allowed by any law enforcement, military or federal agency group duly authorized to use these style weapons. Limits on caliber size shall be in accordance with the ~~National Rifle Association Range Manual~~ MIL-HDBK-1027/3B subject to the physical constraints of the property.
7. Concussion type explosives will be permitted for use by law enforcement, military or federal agency group duly authorized to use these types of explosives.
8. Military, para-military or militia type activities or maneuvers, including but not limited to hand-to-hand combat training, maritime training, swamp, or guerilla warfare techniques, incendiary type firings, infiltration course type training, etc. permitted for use by law enforcement, military or federal agency groups only.
9. All actual firing activities will be directed toward either moving or stationary targets only.
10. Any overnight or temporary storage of weapons, ammunition and explosives shall meet the Department of Defense storage and stand-off safety standards.
11. In no case shall any explosive material be stored, either inside or outside a "magazine," closer than 1,250 feet to a property line or dwelling unit and 300 feet to any roadway.
12. The maximum amount of explosives on-site at any one time shall not exceed 100 pounds stored and 10 pounds utilized during any one evolution.
13. A listing of the type, amount, and physical location of all explosive material shall be provided by the applicant to the county annually at the special use renewal hearing.
14. The County Fire Marshal shall be authorized by the applicant to inspect the site and shall not be required to give advance notice of his inspection date for the purpose of determining compliance with all required permits and

regulations including but not limited to: Alcohol, Tobacco and Firearms (ATandF) permits, National Fire Protection Association standards, Volume 5 of the NC State Building code (Fire Prevention Code), and local ordinances. The facility shall be inspected annually for the first three years and thereafter a minimum of once every five years. Additionally, upon receipt of a formal complaint regarding the use of the firearms ranges, the administrator shall be authorized by the applicant to request range logs or records for review, which must be provided in a timely manner.

15. The facility and all individuals working with explosives within the facility shall be certified and permitted by Alcohol, Tobacco and Firearms (ATandF) to conduct such operations in compliance with its permits.

B. Driver Training and Vehicle Maintenance

1. The immediately adjacent areas to the driver training area shall be predominately undeveloped and shall be at least ~~150~~ 5,280 feet (one mile) from any property line located in Currituck County unless the applicant can provide noise or safety test evidence to show that a lesser distance may be acceptable and operated in compliance with the Currituck County Noise Ordinance.
2. Burning of non-vegetative matter and disposal of toxic/hazardous matter is prohibited.
3. Stockpiling of tires and vehicles is prohibited.
4. No driver training is permitted on any public road and all drivers training may only be conducted in clearly marked designated driving areas.

C. Rotary and Fixed-Wing Aircraft Operations and Parachute Operations

1. Any training or operations involving rotary or fixed wing aircraft shall comply with FAA Part 91 and any and all other applicable FAA regulations or any other applicable state or local ordinance that governs the use and operation of rotary and fixed wing aircraft.
2. Any and all parachute operations shall comply with FAA Part 105 and any and all other applicable FAA regulations or any other applicable State or local ordinance that governs parachute operations, including any and all federal, state or local rules and regulations related to a parachute landing zone.

D. Dining Facility and Lodging

1. Construction of dormitory type structures to house not more than 120 persons at any one time shall be permitted to provide overnight accommodations to those people training at the Security Training Operations and Services Facility; provided that all state, county and relevant agency permits, approvals

and licenses are obtained in connection with the construction and operation of such structure.

2. All state, county and relevant agency permits, approvals and licenses must be obtained in connection with the operation of a dining facility.
3. Sleeping and dining accommodations to persons not utilizing or otherwise associated with the Security Training Operations and Services Facility shall not be permitted.

E. Miscellaneous

1. The site or area used as a Security Training Operations and Services Facility shall be enclosed by a six foot fence or otherwise restricted by natural physical features (i.e. swamps, bodies of water, ~~ditches, etc.~~ canals, and large expanses of densely vegetated areas, etc.) so that access to the site is controlled to insure the safety of patrons, spectators and the public at large. Warning signs shall be posted along access points.
2. The special use permit is non-transferable and will be reviewed annually for the first three years after approval and then every five years thereafter.
3. The special use permit does not waive any requirement for compliance with any applicable federal, state and local rules, regulations, permits, and other required licenses and permits to conduct any of the aforementioned operations or to construct any building or improvement.
4. The operators of a Security Training Operations and Services Facility must provide proof of coverage by adequate accident and liability insurance companies. A minimum coverage of \$2,000,000 shall be established.
5. That any activity not specifically mentioned within the foregoing shall be prohibited.

Item 2: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or volatile of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 3: This ordinance amendment shall be in effect from and after the _____ day of _____, 2008.

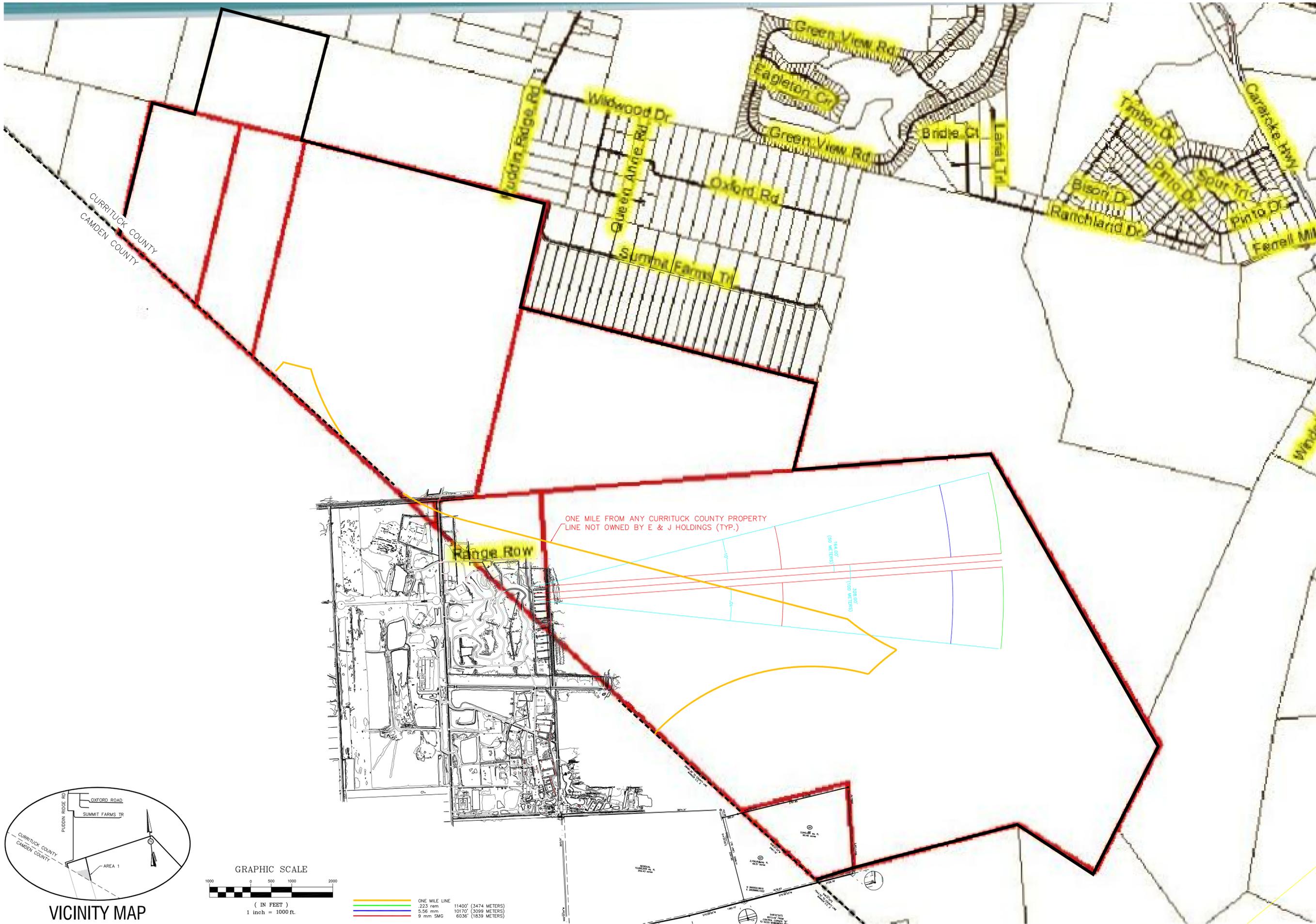
Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

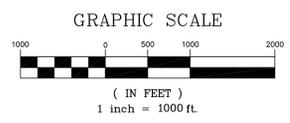
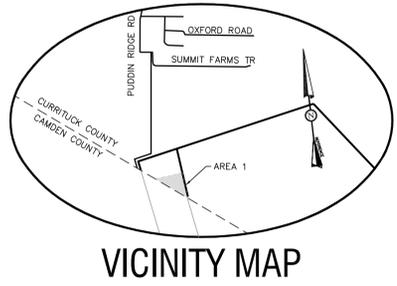
DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: ____AYES ____NAYS _____

PLANNING BOARD DATE: _____
PLANNING BOARD RECOMMENDATION: _____
VOTE: ____AYES ____NAYS _____
ADVERTISEMENT DATE OF PUBLIC HEARING: _____
BOARD OF COMMISSIONERS PUBLIC HEARING: _____
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____

EXHIBIT MAP
 FOR
E & J
HOLDINGS, LLC
 TEXT
 AMENDMENT
 APPLICATION
 MOYOCK TOWNSHIP
 CURRITUCK COUNTY
 NORTH CAROLINA



ONE MILE FROM ANY CURRITUCK COUNTY PROPERTY LINE NOT OWNED BY E & J HOLDINGS (TYP.)



	ONE MILE LINE	11400' (3474 METERS)
	.223 rem	10170' (3099 METERS)
	5.56 mm	6036' (1839 METERS)
	9 mm SMG	

Project #:	080235
Drawing #:	080235 Distance 02
Drawn:	JHS
Checked:	ETH
Approved:	ETH
Date:	09-15-08
Sheet #:	
Scale:	1"=100'

REVISIONS:	NUM.	DATE	DESCRIPTION

SHEET TITLE:
10° EXHIBIT MAP

SHEET NUMBER:

**STAFF ANALYSIS FOR THE
BOARD OF COMMISSIONERS
MEETING DATE: December 15, 2008
PB 08-45 Carova Beach Business Blocks**

ITEM: PB 08-45 Carova Beach Business Blocks, Three Sketch Plans/ Special Use permits to re-plat 19 existing lots into 29 residential lots.

LOCATION: The lots are located in Carova Beach Sections:
-One (1) (Bass Lane), Tax Map 87A, Parcels: A-H, Block 1;
-Two (2) (Shad, Rock and Red Snapper Lane) Tax Map 87A, Parcels: A and B, Section 2; A and B, Section 3; and
-Five(5) (Shark Lane) of the exiting Carova Beach subdivision, Tax Map 87A, Parcels: 1A, 2A, B, C, and D, Section 5; A-C, Section 9, Fruitville Township.

NARRATIVE OF REQUEST:

Carova Corp., Ocean Sands Co. is requesting approval of three sketch plans for 19 existing parcels in three sections of Carova Beach to be re-platted into 29 lots. The proposed re-platting is being proposed as three different projects, but they are being review together since many of the issues are the same.

The larger parcels will be used to create a combination of 29 residential lots of 1.5 acres or larger each with open space. The lots will be accessed by existing sand roads, except for a new 180' road in Section 1. There are no proposed hard surface roads. The existing roads and oceanfront dune crossings will be re-graded and stabilized. A homeowners association will be created to provide funding for continued maintenance of the roads that access the new lots only.

The initial Carova Beach subdivision was approved in 1966 and 1967. At that time, Currituck County did not require the street to be improved.

This proposal is contingent upon the passing of the text amendments regarding subdivision standards in the RO2: Outer Banks Limited Access Residential District (PB 08-41 B

TAX ID: Section One

087A-000-000A-0001	087A-000-000D-0001	087A-000-000G-0001
087A-000-000B-0001	087A-000-000E-0001	087A-000-000H-0001
087A-000-000C-0001	087A-000-000F-0001	

Section Two

087A-000-000A-0002	087A-000-000B-0002
087A-000-000A-0003	087A-000-000B-0003

Section Five

087A-000-001A-0005	087A-000-000C-0005	087A-000-000B-0009
087A-000-002A-0005	087A-000-000D-0005	087A-000-000C-0009
087A-000-000B-0005	087A-000-000A-0009	

ZONING DISTRICT: RO2: Outer Banks Limited Access Residential District

OWNERS: Carova Corp. and Ocean Sands Co.
C/O Riggs Realty Co.
P.O. Box 400
Corolla, NC 27927

Ernest Bowden
2155 Sandfiddler Road
Corolla, NC 27927

ENGINEER: Mark Bissell
Bissell Professional Group
PO Box 1068
Kitty Hawk, NC 27949
252-261-3266

PRESENT USE: Vacant sand dunes and maritime forest

LAND USE/ZONING OF SURROUNDING PROPERTY:

NORTH:	Residential and Vacant	Zoned: RO2
SOUTH:	Residential and Vacant	Zoned: RO2
EAST:	Residential and Vacant	Zoned: RO2
WEST:	Residential and Vacant	Zoned: RO2

SCHOOL DISTRICT: Fruitville

SIZE OF SITE: Section 1: 31.42 acres
Section 2: 22.01 acres
Section 5: 18.78 acres
Total: 72.21

NUMBER OF LOTS: 29 total

DENSITY: 0.39 unit/ acre

MINIMUM LOT SIZE: 120,000 SF (2.75 acres) - The required lot size may be reduced 1.5 acres in the case of RO2 if the lot size reduction is applied to the open space area.

STREETS: The streets are proposed to be graded sand and not to NCDOT standards

WATER: Individual private wells are proposed.

FIRE: This development is located within the jurisdiction of the Carova Volunteer Fire Department.

WASTEWATER: Individual, on-site septic systems are proposed.

SOILS: The Currituck County Soils Map indicates the following for each section: Section 1: not-suitable soils for on-site septic systems; Section 2 50% suitable and 50% not-suitable; Section 5- 60% suitable and 40% not-suitable.

OPEN SPACE: Open space is required in all three subdivisions because the lots are being reduced in size from the required 2.75 acres to 1.5 acres.

The open space in Section Five needs to be increased to account for the Bowden lot having a reduced lot size.

DRAINAGE: The plan indicates lot line swales will drain to either adjacent wetlands or roadside ditches.

TECHNICAL REVIEW STAFF:

On September 17, 2008 Technical Review staff reviewed this application with the following comments:

1. **Currituck County Public Works** – No comment received.
2. **Currituck Soil & Water Conservation** - Approved as is.
3. **Currituck County Fire Services**–Disapproved, Resubmit with the following corrections:
Where is the approved fire suppression water supply for this project?

This may be by certified fire hydrants or by an engineer approved static water supply capable of at least 1000gpm of water for at least two hours even during a 50 year drought condition. An approved access to the supply by the fire apparatus must be designated. Fire department apparatus access must be maintained at least 20' wide capable of withstanding the weight of their largest apparatus in all weather conditions.

Staff comment: after the TRC meeting the Planning Director determined this would be three separate subdivisions and would not be subject to providing any fire fighting improvements.

4. Currituck County Water Department- No Comment

5. Currituck County Planning and Inspections, Inspections Division-Approved as is.

6. Carova Volunteer Fire Department: Resubmit with the following changes:

- a. There should be no Hatteras ramps installed. *Staff Note: This requirement will be removed from the UDO by the text amendment.*
- b. The intersections should be truncated. *Staff Note: This is not a requirement of the UDO and the applicant has not agreed to make this change.*

7. Albemarle Regional Health Services – Well and Septic site evaluations will be needed before Preliminary Plat.

8. Currituck County GIS - Approved as is. Submit a street name approval form.

9. N.C. Division of Coastal Resources: Resubmit with the following information:

- a. A DCM Field Representative has previously met with the applicant to discuss the proposal. Proposed improvements will require a CAMA permit and may require a CAMA Major Permit.
- b. Note: Structures are required to be located landward of the crest of the primary dune regardless of the setback. This requirement may restrict development on proposed lots (for example, lots 101, 102, and 103 in Section 1).
- c. More detailed grading, drainage, and stabilization information will be needed for DCM review. More detailed information concerning excavation and fill will also be needed. Elevations and cross sections will be required in addition to drawings that indicate existing and post-development conditions.
- d. Include the Ocean Erodible Area of Environmental Concern (AEC) on the plans.
- e. The Development Impact Statement indicates that a "Hatteras ramp" will be installed in each of the three (3) sections, but the submitted plans only show a Hatteras ramp in Section 1. Clarify.

- f. Clarify the term "improved roadway" on the plans. What material/type of improvement is proposed? As indicated in the certified 2006 Currituck Land Use Plan (LUP), the Future Land Use Map description for the Carova Area indicates that "no hard surface road will be allowed." Policy OB6, Policy OB7, and Policy OB8 (Pages 9-21 and 9-22) also addresses desired limits on vehicular access and hard surface roads. Any conflicts with the LUP should be resolved prior to submittal of a CAMA permit application.

10. County Parks & Recreation Department - No comments received.

11. Currituck County Emergency Management – No comments received.

12. NC Department of Transportation: No Comment

13. N C Dominion Power - No comments received.

14. Sprint Telephone – Approved with no comment,

SPECIAL USE PERMIT CRITERIA:

Through the Special Use Permit procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to conditions of approval. The criteria are outlined as follows:

1. *The application is complete.*

Based on staff review all required information has been submitted.

2. *The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an "S".*

A subdivision is allowed by the UDO

3. *The conditions proposed meet or exceed the minimum requirements of this ordinance and are agreed to by the applicant.*

The plans for Sections 1 and 2 meet the requirements if the UDO is amend as proposed.

The plan for section 5 needs to be amended to meet the UDO as proposed.

4. *The special use will not endanger the public health or safety.*

Public health and safety issues including stormwater management, wastewater disposal and access for emergency services have been adequately addressed for this development.

5. *The special use will not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located.*

The proposed residential lots will be similar to existing adjacent lots.

6. *The special use will be in conformity with the Land Use Plan, Thoroughfare Plan, or other officially adopted plan.*

The 2006 Land Use Plan classifies the site as **Limited Service Area** within the **Carova Sub-Area**.

The purpose of the Limited Services Area class is to provide for primarily residential development at low densities. Despite the overall low density of these areas, efforts should be made to encourage clusters of residential uses to preserve open space and to provide for a sense of a "community". Base development density should be 1 unit per acre but could be increased to 1.5 units per acre through overlay zoning depending upon whether service facilities are in place or planned and the potential impact on the surrounding community.

The policy emphasis of this plan is to allow for very low to medium density residential development (see above) without infrastructure or service investments that could stimulate growth and development. In terms of infrastructure, this means that no centralized water and sewer services, public or private, will be approved and no hard surface roads will be allowed. Further, only services that protect the health, safety, and welfare (i.e. law enforcement, fire and rescue.) will be authorized. Commercial and other convenience services shall not be allowed.

The following Land Use Plan policies are also relevant to this request:

POLICY OB6: Concerning the OFF-ROAD AREAS OF THE OUTER BANKS, Currituck County shall not permit or encourage the provision of growth-inducing facilities and services to these areas, including for example, commercial services, centralized sewage treatment and hard surface roads.

POLICY OB7: VEHICULAR ACCESS TO THE NORTH BEACHES (off-road area) shall not compromise the environmental integrity of wildlife refuges, the estuarine research reserve, other ecologically sensitive areas, or habitat for wild horses. Structures or other man-made improvements not specifically serving the public interest shall not be permitted to block vehicular access along the beach.

POLICY OB8: In order to protect WILD HORSES, Currituck County shall not permit nor encourage the provision of hard surface roads in the off-road area of Carova.

POLICY OB9: LARGE HOMES ON OCEANFRONT LOTS IN THE OFF-ROAD AREA should be located as far west as possible. Structures should not be built forward of protective dunes, thereby impeding dune recovery. County minimum setbacks may exceed CAMA minimum setbacks in ocean erodible areas.

The proposed sketch plan/ special use permit is in **general compliance** with the policy emphasis of the Carova Sub-Area and policies OB 6-OB 9 of the 2006 Land Use Plan.

7. *The special use will not exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan (sketch plan in the case of major subdivisions).*
 1. School seats are no longer allocated for the Outer Banks areas because of the low year round occupancy rate.
 2. The Carova Beach Fire Department testified on September 17, 2007 that the roads in Carova are adequate for their department to respond.
 3. There have been no objections raised by county service providers to this request.

STAFF RECOMMENDATION (Requirements are Separate for Each Section, the Staff Recommendation on Maritime Forest Guidelines are the same and follow the requirements):

Section 1: Staff recommends **approval** with the following conditions:

1. All vegetation in open space shall be maintained in its current state.
2. Correct the required open space to 504,843 SF
3. Submit a report on how this project complies with the Maritime Forest Guidelines with the Preliminary Plat Submission
4. All applicable state and local permits to construct the infrastructure will be required at Preliminary Plat submission.
5. A 404 wetlands delineation map will be required with submission of the Preliminary Plat.

Section 2: Staff recommends **approval** with the following conditions:

1. All vegetation in open space shall be maintained in its current state.
2. Submit a report on how this project complies with the Maritime Forest Guidelines with the Preliminary Plat Submission
3. All applicable state and local permits to construct the infrastructure will be required at Preliminary Plat submission.
4. A 404 wetlands delineation map will be required with submission of the Preliminary Plat.

Section 5: Staff recommends **Conditional Approval** with the requirement that the following items be corrected prior to being submitted to the Board of Commissions (Resubmission by November 3, 2008):

1. The parcel that will be retained by Mr. Bowden (087A-000-002A-0005) needs to be included in the request with a minimum of 1.5 acres with a 100' wide width. This lot was not previously platted as a residential Lot of Record.
2. The resultant reduction in lot size for Lot 2A, Section 5 (Bowden) shall be added to open space, if it is below the minimum lot size of 120,000 SF.
3. The structures in the proposed right of way of Shark Lane and within 20 feet of the proposed street right of way shall be demolished prior to Final Plat approval. The plans on sheets 9 of 11 shall be corrected to indicate which structures "To Be Demolished" (Section 16.3 Extension or Enlargement of Nonconforming Situations)
4. All vegetation in open space shall be maintained in its current state.
5. Submit a report on how this project complies with the Maritime Forest Guidelines with the Preliminary Plat Submission
6. All applicable state and local permits to construct the infrastructure will be required at Preliminary Plat submission.
7. A 404 wetlands delineation map will be required with submission of the Preliminary Plat.

STAFF RECOMMENDED CONDITIONS FOR ALL SECTIONS:

Staff recommends the Maritime Forest Guidelines become a mandatory part of this permit as follows:

- A. Applicability: all development on the Outer Banks subject to the provisions of this ordinance shall comply with the maritime forest guide. For purposes of this guide, clearing of maritime forest is broken down into two stages; one for the developer and the other for the builder. The developer's stage is herein called "Overall Site Preparation and Development" and the builder's stage is referred to as "Individual Lot Design and Building Construction". Further, foresting of timber within a maritime forest shall be subject to the "Overall Site Preparation and Development" standards and shall require sketch plan approval in accordance with this guide.
- B. Overall Site Preparation and Development: before any land clearing or excavation of maritime forest can begin, agencies involved in the plat review process shall be provided sufficient information to assess how the development adheres to the requirements of this guide. The overriding concern shall be to minimize alterations of forest vegetation, topography, and ground water systems. Evaluation of site clearing will be subject to the following general principles:

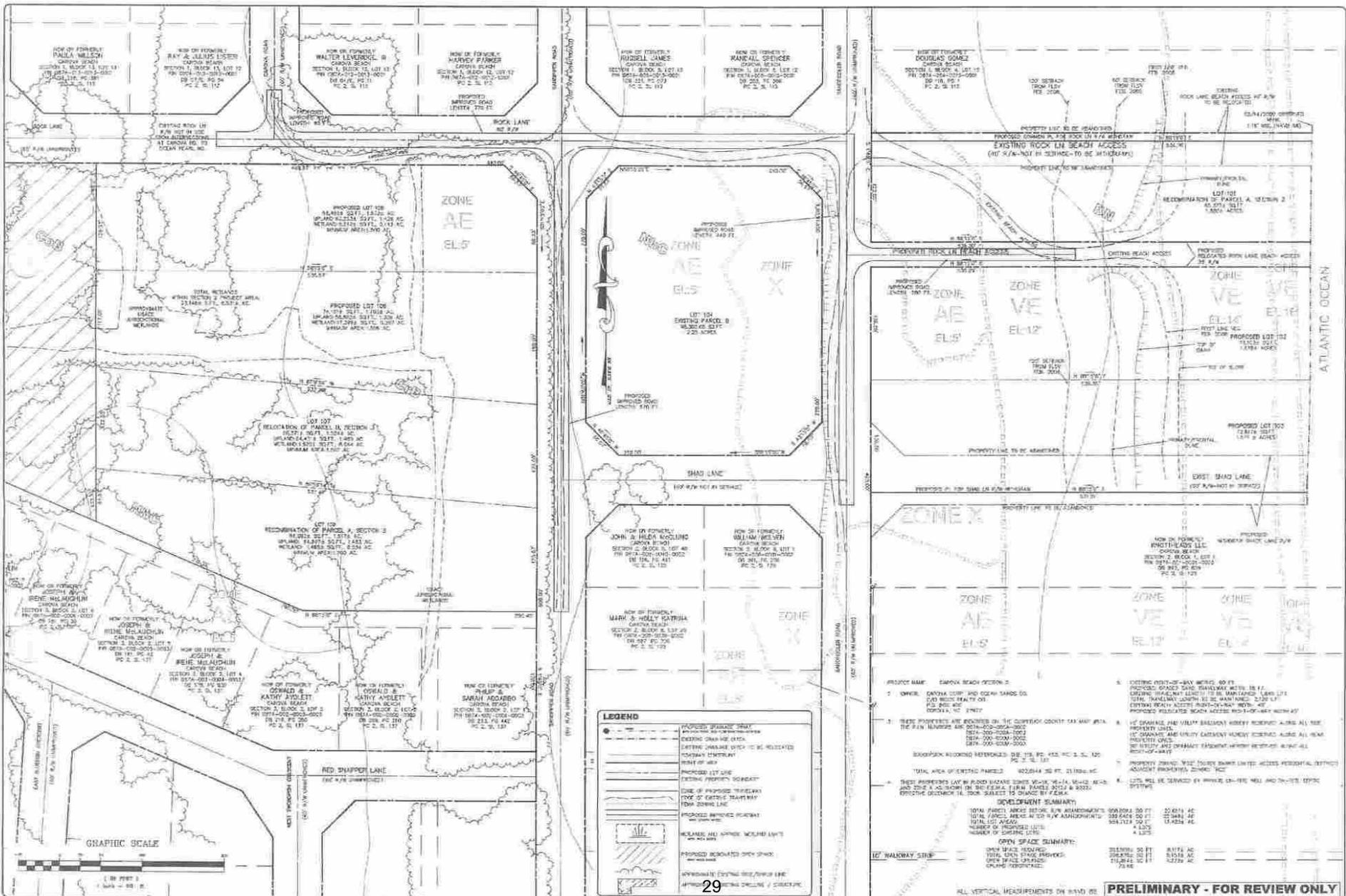
- C. The developer shall leave the largest contiguous area of maritime forest intact, creating as few edges as possible, and to concentrate development in less sensitive areas away from sheer zones, wetlands, and other ecologically important vegetation. Preserved maritime forest shall be counted in the open space requirements. Evaluation of site suitability will use the following criteria:
- i) Unforested land areas shall be considered the most suitable building sites unless such selection would threaten living vegetation by stimulating dune migration or cause extensive salt mist intrusion into the maritime forest or would involve alterations otherwise prohibited;
 - ii) The most suitable sites will necessitate the least disturbance of living trees and vegetation. The density, height and variety of the vegetation to be removed shall be considered so as to preserve those forest stands which will provide the most protection from storm and salt spray and maintain the natural diversity of plant species. Reforestation is required when deemed necessary;
 - iii) Site topography will be evaluated for overall development suitability so that, all proposed structures can be constructed in harmony with the existing tree cover while maintaining setback requirements. Dune stabilization is required;
 - iv) Clearing of forest undergrowth by "bush hogging", burning or any other method is not allowed except for an approved area for a house site.
 - v) Filling of a forest area where approved undergrowth clearing has been permitted is not allowed.
 - vi) The following is not allowed unless it can be shown to have no adverse effect on the specific site's maritime forest: dredging, filling or otherwise altering of wetlands and ponds from their natural state except as specifically allowed by the county. Minor road crossings over wetlands are not allowed except for the sole purpose of providing driveway access to individual lots. Impervious surfaces are prohibited within 20 feet of any pond, wetland or navigable waters. No ground absorption waste-water treatment is allowed within 50 feet of any pond or wetland.
- D. No more than 20 percent of the maritime forest can be cleared for infrastructure purposes such as roads and utilities. Development is required to be concentrated in such a way that the maximum amount of contiguous forested area remains undisturbed. If the clearing maximum cannot be met, a mitigation plan is required.
- E. Right-of-way widths within the maritime forest cannot exceed 45 feet including land cleared for shoulders and drainage, and should follow the natural contours of the land insofar as possible. Curb and gutters are not allowed
- F. Individual Lot Design and Building Construction: before any land clearing or excavation of maritime forest can begin, agencies involved in the building site plan approval process should be provided sufficient information to assess how the development adheres to the requirements of this guide. As part of the site approval process and before a building site clearing permit is issued, the planning

department shall apply the following criteria and limitations on clearing of maritime forest:

- G. Trees and undergrowth cannot be removed except as required for construction of structures, accessory use, parking area, driving access, individual or central septic systems and utility service. Likewise, soil disturbing activities and site alteration cannot exceed what is necessary to provide for the location of structures, accessory use improvements, driveway access and utility service improvements;
- H. Specific lot development and associated forest clearing is limited by the following maximum allowable clearing percentages based on individual building lot size:

i) Individual Lot Size Square Foot	ii) Permissible Forest Cleaning
iii) 59,999 or less	iv) 35%
v) 60,000 to 79,999	vi) 30%
vii) 80,000 or more	viii) 25%

- I. If these clearing maximums cannot be met, a mitigation plan should be prepared;
- J. The permanent drawdown of ground water, except for wells and alteration of natural drainage patterns, beyond an individual property line is not recommended;
- K. Removal of vegetation providing storm or salt mist protection or acting to stabilize soil or limit dune migration is required to be minimized; and,
- L. To the maximum extent feasible, utilities should be located to the edge of areas that have been cleared for access and building purposes.
- M. Mitigation Guide: in order to protect and re-establish natural vegetation during and after construction, the following actions are required:
- N. In any areas where vegetation removal will expose bare ground, a ground stabilization plan is required. Suitable native vegetation cover is required to be established as soon as possible. While re-forestation is required, the planting of undesirable or exotic vegetation which threatens the remaining native vegetation is not recommended ; and,
- O. To avoid pest and disease damage to remaining vegetation, any broken limbs and scraped or scarred bark occurring during construction should be promptly attended to using accepted horticultural practices.



LEGEND

- PROPOSED STAIRWAY DECK
- DESIGN CHAIR AND BENCH
- EXISTING CHAIRS TO BE RELOCATED
- EXISTING CHAIRS TO BE RELOCATED
- EXISTING CHAIRS TO BE RELOCATED
- PROPOSED LOT USE
- EXISTING PROPERTY BOUNDARY
- LINE OF PROPOSED SIDEWALK
- LINE OF EXISTING SIDEWALK
- PROPOSED IMPROVED PAVEMENT
- RELOCATED AND APPROX. MOVED LIGHTS
- PROPOSED ADJUSTED OPEN SPACE
- APPROXIMATE EXISTING TREE CANOPY LINE
- APPROXIMATE EXISTING TREE CANOPY LINE

REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/2023	ISSUED FOR REVIEW
2	08/11/2023	ISSUED FOR REVIEW
3	08/11/2023	ISSUED FOR REVIEW
4	08/11/2023	ISSUED FOR REVIEW
5	08/11/2023	ISSUED FOR REVIEW
6	08/11/2023	ISSUED FOR REVIEW
7	08/11/2023	ISSUED FOR REVIEW
8	08/11/2023	ISSUED FOR REVIEW
9	08/11/2023	ISSUED FOR REVIEW
10	08/11/2023	ISSUED FOR REVIEW

PROPOSED NAME: CAROKA BEACH OCCURS 2

- OWNER: CAROKA COOP AND OCEAN SANDS CO. 1000 CAROKA BEACH RD. CAROLINA BEACH, NC 28524
- THESE PROPERTIES ARE LOCATED ON THE CURTISS COUNTY TAX MAP WITH THE PLAT NUMBERS AS: 00214-000-000-0000 00214-000-000-0000 00214-000-000-0000 00214-000-000-0000
- TOTAL AREA OF PROPOSED PARCELS: 602,244 SQ. FT. (13.86 AC.)
- THESE PROPERTIES LAY IN BLOCK 10000, ZONE VE, WITH 1/4, 1/2, 3/4, AND 1/8 AC. PARCELS IN BLOCKS 10112 & 10113. EXISTING OCCUPANCY IS TOUR SUBJECT TO CHANGE BY PLANS.
- DESIGNING ARCHITECT: JAY WILSON, 60 FT. PROPOSED 60-FOOT TALL SIGNAGE WITHIN 10 FT. OF EXISTING SIGNAGE. EXISTING SIGNAGE TO BE MAINTAINED. LAND USE: TOURISM, RECREATION, COMMERCIAL. ZONE VE EL 12. EXISTING BEACH ACCESS: PROPOSED 60-FOOT-WIDE BEACH ACCESS AT THE END OF BLOCK 10000.
- VE CRANKING AND WALKWAY SIGNAGE: WALKWAY SIGNAGE ALONG ALL THE PROPERTY LINES. VE CRANKING: WALKWAY SIGNAGE ALONG ALL THE PROPERTY LINES. VE CRANKING AND WALKWAY SIGNAGE: WALKWAY SIGNAGE ALONG ALL THE PROPERTY LINES.
- PROPOSED ZONING: WISE TOURS GROUP LIMITED ACCESS PERMITTED (ZONING ADJACENT PROPERTIES ZONING: VE)
- LOTS WILL BE SERVED BY PRIVATE ON-ROAD WELLS AND ON-LOT SEPTIC SYSTEMS.

DEVELOPMENT SUMMARY

TOTAL PARCEL AREA SET ON PLAT	602,244 SQ. FT.	13.86 AC.
TOTAL PARCEL AREA IN THE PLAT	330,000 SQ. FT.	7.56 AC.
TOTAL LOT AREA	309,712 SQ. FT.	7.12 AC.
NUMBER OF PROPOSED LOTS	4 LOTS	

OPEN SPACE SUMMARY:

OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.
TOTAL OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.
OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.

10' WALKWAY STRIP

OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.
TOTAL OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.
OPEN SPACE PROVIDED	22,070 SQ. FT.	0.50 AC.

ALL VERTICAL MEASUREMENTS ON HAND ARE PRELIMINARY - FOR REVIEW ONLY

RUSSELL

SECTION 2 EAST SKETCH PLAN

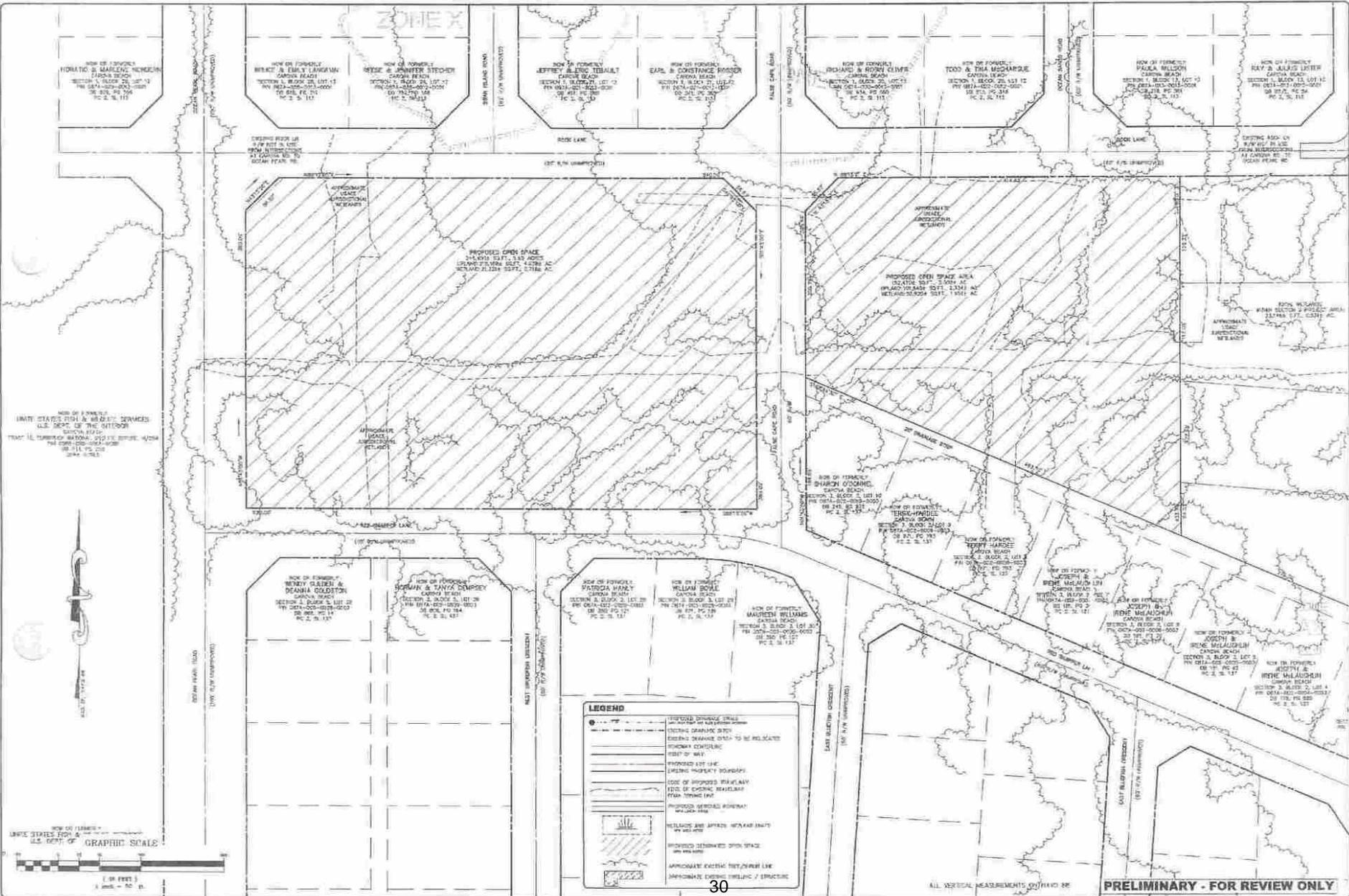
CAROKA BEACH BUSINESS BLOCKS

PROPOSED OPEN SPACE SUBDIVISION

11/11/2023

6 . 11

4167



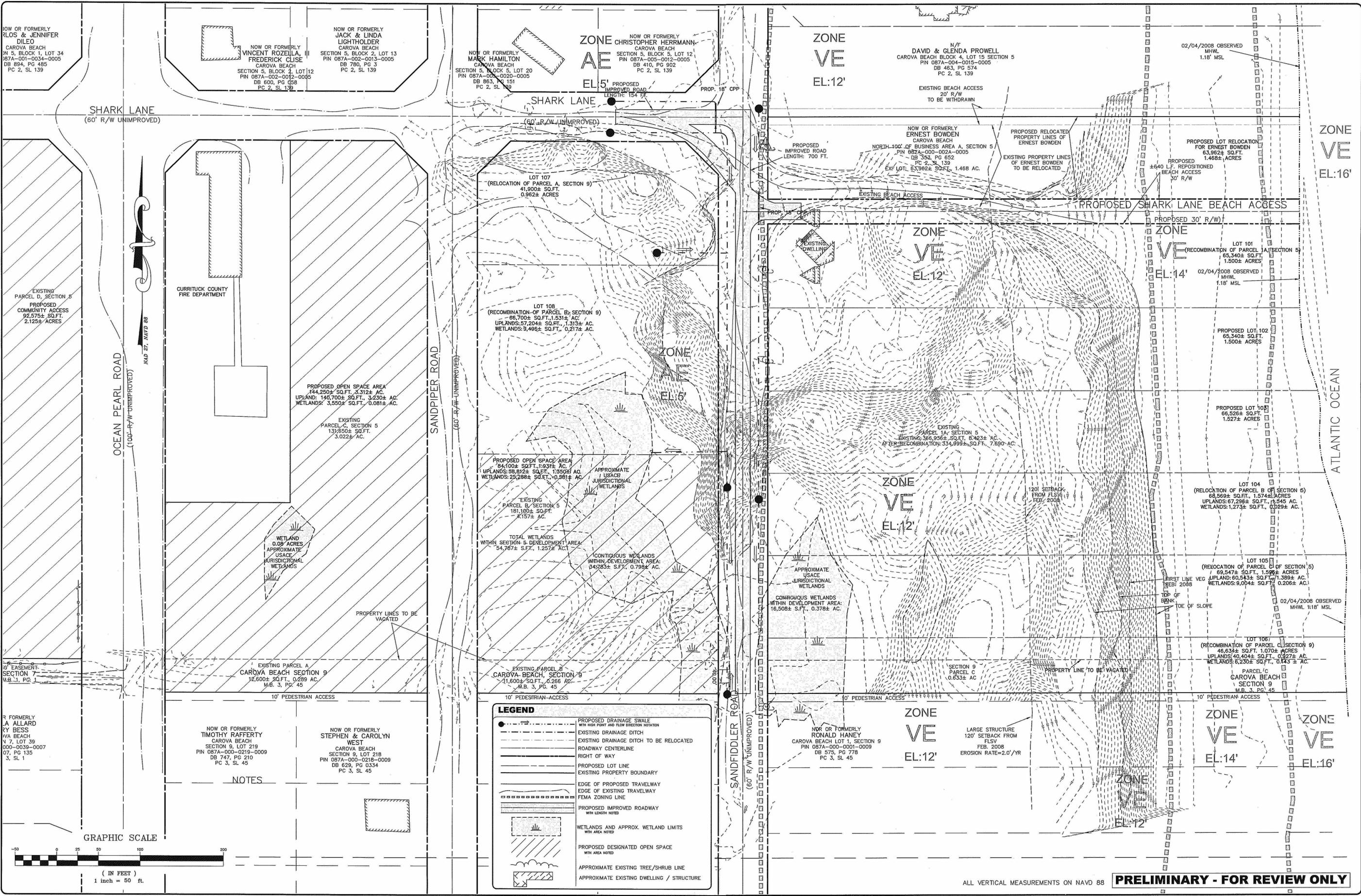
NO. OF PARCELS
UNITED STATES FISH & WILDLIFE SERVICE
U.S. DEPT. OF THE INTERIOR
SAVANNA BEACH
TRACT #11, SAVANNA BEACH, 21ST DISTRICT, 42ND
REG. DIST. 000-000-000-000
PG. 111 OF 112
DATE: 01/11/2011

NO. OF PARCELS
UNITED STATES FISH & WILDLIFE SERVICE
U.S. DEPT. OF THE INTERIOR
SAVANNA BEACH
TRACT #11, SAVANNA BEACH, 21ST DISTRICT, 42ND
REG. DIST. 000-000-000-000
PG. 111 OF 112
DATE: 01/11/2011

LEGEND

- PROPOSED DRAINAGE SWALE
- EXISTING DRAINAGE SWALE
- EXISTING DRAINAGE SWALE TO BE RELOCATED
- STORMWATER CONTROLING
- EXISTING LOT LINE
- EXISTING PROPERTY BOUNDARY
- EDGE OF IMPROVED DRIVEWAY
- EDGE OF EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- WELLS AND SPRING HEADPLACEMENT
- PROPOSED DRAINAGE SWALE
- APPROXIMATE EXISTING UTILITY LINE
- APPROXIMATE EXISTING UTILITY / STRUCTURE

SECTION 4 WEST
 SKETCH PLAN
 CAROVA BEACH BUSINESS BLOCKS
 NORTH GULFSTREAM
 FORT WALKER COUNTY
 PROPOSED OPEN SPACE SUBDIVISION
 SHEET NO. 7 OF 11
 DATE: 01/11/2011
 4167



NOW OR FORMERLY RLOS & JENNIFER DILEO
CAROVA BEACH
IN 5, BLOCK 1, LOT 34
DB 894, PG 485
PC 2, SL 139

NOW OR FORMERLY VINCENT ROZEILLA, III
FREDERICK CLISE
CAROVA BEACH
SECTION 5, BLOCK 2, LOT 12
PIN 087A-002-0012-0005
DB 600, PG 658
PC 2, SL 139

NOW OR FORMERLY JACK & LINDA LIGHOLDER
CAROVA BEACH
SECTION 5, BLOCK 2, LOT 13
PIN 087A-002-0013-0005
DB 780, PG 3
PC 2, SL 139

NOW OR FORMERLY MARK HAMILTON
CAROVA BEACH
SECTION 5, BLOCK 5, LOT 20
PIN 087A-005-0020-0005
DB 863, PG 151
PC 2, SL 139

ZONE AE
EL:5'
NOW OR FORMERLY CHRISTOPHER HERRMANN
CAROVA BEACH
SECTION 5, BLOCK 5, LOT 12
PIN 087A-005-0012-0005
DB 410, PG 902
PC 2, SL 139

ZONE VE
EL:12'
N/F
DAVID & GLENDA PROWELL
CAROVA BEACH BLOCK 4, LOT 15 SECTION 5
PIN 087A-004-0015-0005
DB 463, PG 574
PC 2, SL 139

NOW OR FORMERLY ERNEST BOWDEN
CAROVA BEACH
NORTH 100' OF BUSINESS AREA A, SECTION 5
PIN 087A-000-002A-0005
DB 353, PG 652
PC 2, SL 139
EX LOT 63,962± SQ.FT., 1.468 AC.

PROPOSED LOT RELOCATION FOR ERNEST BOWDEN
63,962± SQ.FT.
1.468± ACRES
PROPOSED ±640 L.F. REPOSITIONED BEACH ACCESS
30' R/W

02/04/2008 OBSERVED MHWL 1.18' MSL

SHARK LANE
(60' R/W UNIMPROVED)

SHARK LANE
(60' R/W UNIMPROVED)

ZONE VE
EL:16'

EXISTING PARCEL D, SECTION 5
PROPOSED COMMUNITY ACCESS
92,575± SQ.FT.
2.125± ACRES

CURRITUCK COUNTY FIRE DEPARTMENT

PROPOSED OPEN SPACE AREA
144,250± SQ.FT., 3.312± AC.
UPLANDS: 140,700± SQ.FT., 3.230± AC.
WETLANDS: 3,550± SQ.FT., 0.081± AC.

EXISTING PARCEL C, SECTION 5
131,650± SQ.FT.
3.022± AC.

LOT 107
(RELOCATION OF PARCEL A, SECTION 9)
41,900± SQ.FT.
0.952± ACRES

LOT 108
(RECOMBINATION OF PARCEL B BY SECTION 9)
56,700± SQ.FT., 1.291± AC.
UPLANDS: 57,204± SQ.FT., 1.313± AC.
WETLANDS: 9,496± SQ.FT., 0.217± AC.

ZONE AE
EL:5'

PROPOSED OPEN SPACE AREA
294,000± SQ.FT., 6.739± AC.
UPLANDS: 28,812± SQ.FT., 0.660± AC.
WETLANDS: 25,288± SQ.FT., 0.581± AC.

APPROXIMATE USACE JURISDICTIONAL WETLANDS

EXISTING PARCEL D, SECTION 5
181,100± SQ.FT.
4.157± AC.

TOTAL WETLANDS WITHIN SECTION 5 DEVELOPMENT AREA:
54,787± S.F.T., 1.257± AC.

CONTIGUOUS WETLANDS WITHIN DEVELOPMENT AREA:
34,055± S.F.T., 0.784± AC.

EXISTING PARCEL 1A, SECTION 5
EXISTING 366,936± SQ.FT., 8.423± AC.
AFTER RECOMBINATION: 334,999± SQ.FT., 7.690± AC.

ZONE VE
EL:12'

PROPOSED LOT 102
65,340± SQ.FT.
1.500± ACRES

PROPOSED LOT 103
66,526± SQ.FT.
1.527± ACRES

(RELOCATION OF PARCEL 5 OF SECTION 5)
68,569± SQ.FT., 1.574± ACRES
UPLANDS: 67,296± SQ.FT., 1.545 AC.
WETLANDS: 1,273± SQ.FT., 0.029± AC.

LOT 105 (RELOCATION OF PARCEL 5 OF SECTION 5)
69,547± SQ.FT., 1.596± ACRES
UPLANDS: 60,543± SQ.FT., 1.389± AC.
WETLANDS: 9,004± SQ.FT., 0.206± AC.

LOT 106 (RECOMBINATION OF PARCEL 9 OF SECTION 9)
46,634± SQ.FT., 1.070± ACRES
UPLANDS: 40,404± SQ.FT., 0.927± AC.
WETLANDS: 6,230± SQ.FT., 0.143± AC.

PARCEL C CAROVA BEACH SECTION 9
M.B. 3, PG. 45

NOW OR FORMERLY A ALLARD
RY BESS
NVA BEACH
N 7, LOT 39
000-0039-0007
07, PG 135
3, SL 1

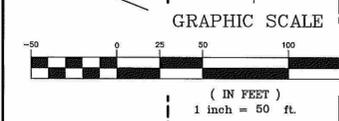
NOW OR FORMERLY TIMOTHY RAFFERTY
CAROVA BEACH
SECTION 9, LOT 218
PIN 087A-000-0218-0009
DB 747, PG 210
PC 3, SL 45

NOW OR FORMERLY STEPHEN & CAROLYN WEST
CAROVA BEACH
SECTION 9, LOT 218
PIN 087A-000-0218-0009
DB 629, PG 0334
PC 3, SL 45

NOTES

LEGEND

- PROPOSED DRAINAGE SWALE WITH HIGH POINT AND FLOW DIRECTION NOTATION
- EXISTING DRAINAGE DITCH
- EXISTING DRAINAGE DITCH TO BE RELOCATED
- ROADWAY CENTERLINE
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING PROPERTY BOUNDARY
- EDGE OF PROPOSED TRAVELWAY
- EDGE OF EXISTING TRAVELWAY
- FEMA ZONING LINE
- PROPOSED IMPROVED ROADWAY WITH LENGTH NOTED
- WETLANDS AND APPROX. WETLAND LIMITS WITH AREA NOTED
- PROPOSED DESIGNATED OPEN SPACE WITH AREA NOTED
- APPROXIMATE EXISTING TREE/SHRUB LINE
- APPROXIMATE EXISTING DWELLING / STRUCTURE



ALL VERTICAL MEASUREMENTS ON NAVD 88

PRELIMINARY - FOR REVIEW ONLY

BISSELL
Professional Group
302 North Ocean Highway
Kitty Hawk, North Carolina 27949
Phone: (252) 281-2800
Fax: (252) 281-7870
Engineers, Planners, Surveyors
and Environmental Specialists

**SECTION 5
DRAINAGE PLAN**

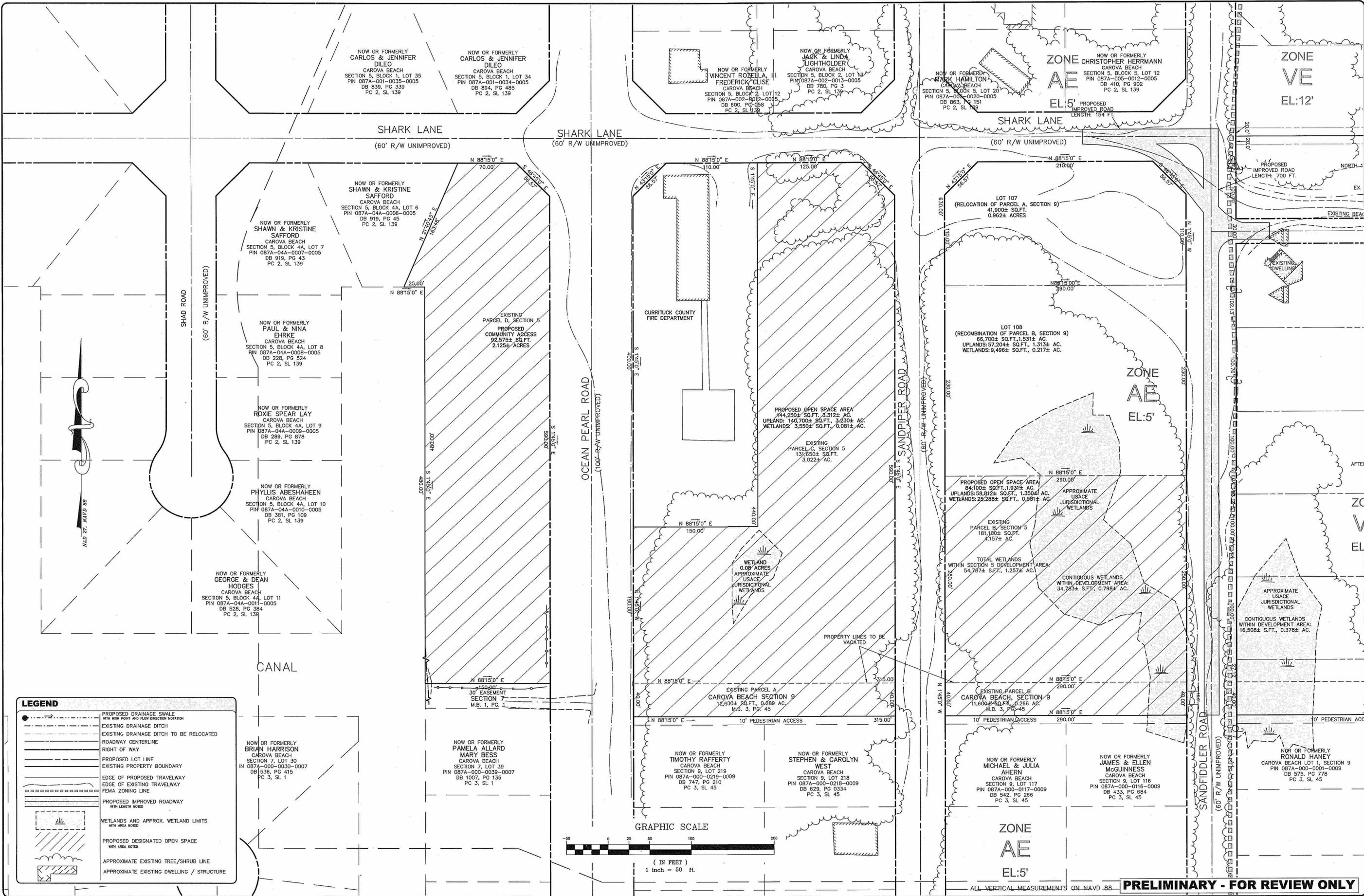
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CAROVA BEACH BUSINESS BLOCKS
FRUITVILLE TOWNSHIP
CURRITUCK COUNTY
NORTH CAROLINA

PROPOSED OPEN SPACE SUBDIVISION

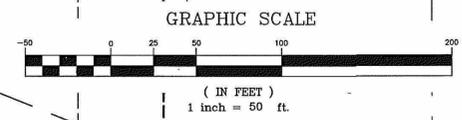
NO.	DATE	BY	DESCRIPTION
1	08/20/08	BFG	INITIAL DRAINAGE PLAN
2	08/20/08	BFG	REVISED DRAINAGE PLAN
3	08/20/08	BFG	REVISED DRAINAGE PLAN
4	08/20/08	BFG	REVISED DRAINAGE PLAN
5	08/20/08	BFG	REVISED DRAINAGE PLAN
6	08/20/08	BFG	REVISED DRAINAGE PLAN
7	08/20/08	BFG	REVISED DRAINAGE PLAN
8	08/20/08	BFG	REVISED DRAINAGE PLAN
9	08/20/08	BFG	REVISED DRAINAGE PLAN
10	08/20/08	BFG	REVISED DRAINAGE PLAN

DATE: 08-20-08 SCALE: 1"=50'
DESIGNED BY: BFG CHECKED BY: MSB
DRAWN BY: GDM APPROVED BY: MSB
SHEET: 11 OF 11
CAD FILE: 416700B1-S 1+5
PROJECT NO: 4167



LEGEND

- PROPOSED DRAINAGE SWALE WITH HIGH POINT AND FLOW DIRECTION NOTATION
- EXISTING DRAINAGE DITCH
- EXISTING DRAINAGE DITCH TO BE RELOCATED
- ROADWAY CENTERLINE
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING PROPERTY BOUNDARY
- EDGE OF PROPOSED TRAVELWAY
- EDGE OF EXISTING TRAVELWAY
- FEMA ZONING LINE
- PROPOSED IMPROVED ROADWAY WITH LENGTH NOTED
- WETLANDS AND APPROX. WETLAND LIMITS WITH AREA NOTED
- PROPOSED DESIGNATED OPEN SPACE WITH AREA NOTED
- APPROXIMATE EXISTING TREE/SHRUB LINE
- APPROXIMATE EXISTING DWELLING / STRUCTURE



Bissell Professional Group
3517 North Ocean Highway
Kitty Hawk, North Carolina 27949
Tel: (252) 285-1700
Fax: (252) 285-1700

BISSELL
Engineers, Planners, Surveyors
and Environmental Specialists

**SECTION 5 WEST
SKETCH PLAN**

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CAROVA BEACH BUSINESS BLOCKS
FRUITVILLE TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

PROPOSED OPEN SPACE SUBDIVISION

NO.	DATE	BY	DESCRIPTION
1	08/20/08	MSB	PRELIMINARY
2	08/20/08	MSB	FOR REVIEW ONLY

DATE: 08-20-08 SCALE: 1"=50'
 REVISION: GDM CHECKED: MSB
 DRAWN: GDM APPROVED: MSB
 SHEET: 10 of 11
 CAD FILE: 416700B1-S 1+5
 PROJECT NO: 4167

ALL VERTICAL MEASUREMENTS ON NAVD 88 **PRELIMINARY - FOR REVIEW ONLY**

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS**
 2 **AMENDING CHAPTER 2, ARTICLE III OF THE CURRITUCK COUNTY CODE OF**
 3 **ORDINANCES TO ESTABLISH THE APPOINTMENT PROCESS FOR**
 4 **AUTHORITIES, BOARDS, COMMISSIONS**

5
 6 WHEREAS, pursuant to N.C. Gen. Stat. §153A-76 a board of commissioners may
 7 change the composition and manner of selection of boards, commissions, and agencies, and may
 8 generally organize and reorganize the county government in order to promote orderly and
 9 efficient administration of county affairs; and

10 WHEREAS, pursuant to N.C. Gen. Stat. §153A-77 a board of commissioners may
 11 appoint advisory boards, committees, councils and agencies composed of qualified and interested
 12 county residents to study, interpret and develop community support and cooperation in activities
 13 conducted by or under the authority of the board of commissioners.

14 NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the
 15 County of Currituck, North Carolina as follows:

16 PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding new
 17 sections to Chapter 2, Article III, Division 1 to read as follows

18 **Sec. 2-96. Method of Appointment To and Removal From Boards.**

19 (a) One appointment to a board shall be nominated by each of the seven members of the
 20 board of commissioners which nominee shall become part of the slate of nominees to be acted on
 21 by the board of commissioners without amendment.

22 (b) The Clerk to the Board shall maintain a list of members for each county authority, board
 23 or commission. The list shall contain at least the following information in a manner similar to
 24 the following example:

25

26	Nominated	New	Nominated	Date of	End of
27 <u>Incumbent</u>	by _____	<u>Appointee</u>	by _____	<u>Appointment</u>	<u>Term</u>
29 1. Name	Dist. 1	1. _____	_____	_____	_____
30 2. Name	Dist. 2	2. _____	_____	_____	_____
31 3. Name	Dist. 3	3. _____	_____	_____	_____
32 4. Name	Dist. 4`	4. _____	_____	_____	_____
33 5. Name	Dist. 5	5. _____	_____	_____	_____
34 6. Name	At Large	6. _____	_____	_____	_____
35 7. Name	At Large	7. _____	_____	_____	_____

36

37 (c) New appointments to county authorities, boards and commissions shall be made in the
 38 following manner:

- 39
 40 (1) Incumbents remain in their current positions unless they are replaced by new
 41 appointees approved by the board of commissioners.

- 1
2 (2) New appointees who replace incumbents are appointed to serve only during the
3 unexpired portion of the incumbents' terms.
4
5 (3) New appointees who are appointed to new positions for which there are no previous
6 incumbents shall be given an ending date for their term of office on the date of
7 appointment
8
9 (3) Before placing a new appointment on the board of commissioners' agenda, the county
10 commissioner shall verify with the Clerk to the Board that a position is available and
11 that an ending date for the term of office can be ascertained in accordance with the
12 ordinance under which the board was established. At the same time, the county
13 commissioner shall identify by name any person who is being replaced by the new
14 appointment. The name of the person being replaced need not be disclosed on the
15 board of commissioners' agenda, but must be identified in some written
16 communication to the Clerk to the Board.
17
18 (4) After the board of commissioners has approved any new appointment, the clerk to
19 the board will notify the new appointee, and if any person has been removed from
20 office by the new appointment, the clerk to the board will notify the person who has
21 been removed.
22

23 **Sec. 2-97. Consecutive Terms of Office.**
24

25 (a) No person who has been appointed to two consecutive terms as a member of any
26 authority, board or commission shall be eligible for reappointment to the same board for the next
27 consecutive term.
28

29 (b) Appointees who are being appointed to completely new positions; unexpired
30 terms from which incumbents are removed; or unexpired terms for which there are vacancies at
31 the present time are deemed to be appointed to fill unexpired terms and shall be eligible to serve
32 two full consecutive terms after the expiration of the unexpired term.
33

34 (c) If a person who has served one full term is reappointed to a second term, and then
35 resigns during the second term, that person is not eligible for reappointment during the next
36 consecutive term.
37

38 (d) If a person is nominated to a board by an at large county commissioner or county
39 commissioner of one district, and serves two consecutive terms, the same person cannot be
40 reappointed to the same board, even if he or she is nominated by a different county
41 commissioner.
42

43 (e) If a board has certain criteria for membership, such as income guidelines, but also
44 has different criteria for other members, such as educational, professional or income guidelines, a
45 member who has served two consecutive terms in one capacity cannot be reappointed to the
46 same board to serve in a different capacity.

1 PART II. All ordinances or parts of ordinances in conflict with this ordinance are hereby
2 repealed.

3
4 PART III. This ordinance is effective on January 5, 2009

5
6
7
8
9

ADOPTED this _____ day of _____, 2009.

10 _____
11 J. Owen Etheridge, Chairman

12 ATTEST:

13 _____
14
15 Gwen H. Keene
16 Clerk to the Board

17
18 APPROVED AS TO FORM:

19 _____
20
21 Donald I. McRee, Jr.
22 County Attorney

23
24 Date adopted: _____

25
26 Motion to adopt by Commissioner _____

27 Second by Commissioner _____

28 Vote: _____ AYES _____ NAYS

29 S:\Legal\Ordinances\



MEMORANDUM

To: Board of Commissioners

From: Eric T. Weatherly, P.E.
Currituck County Engineer

Ref: Tulls Creek Road Booster Pump Station
Bid Award Recommendation
Mainland Water System Upgrades

Date: December 5, 2008

Background

As part of the Mainland Water System Upgrades, bids were received for the new Tulls Creek Road Booster Pump Station. Funds have been allocated for this work in the Mainland Water System budget.

Analysis

Attached is a recommendation of award letter from our consulting engineer, McDowell and Associates. This letter includes the list of bidders and a breakdown of each bid. The recommendation is to award the project to ELJ, Inc. in the amount of \$160,630.

This project is to support the distribution system improvements. A new 12" water main has been installed along Tulls Creek Road from the water tower in Currituck to the two water towers in Moyock. This booster station will serve to pump water through the 12" water main to the two Moyock water towers.

Conclusion

We concur with the recommendation of award for the booster pump station. With your approval of the award, the County Manager will execute the contracts for construction of the project.



Post Office Box 391
1899 Weeksville Road
Elizabeth City, NC 27907-0391

Telephone: (252) 338-4161
Fax: (252) 335-9585

November 4, 2008

Mr. Eric Weatherly, P.E.
Currituck County Engineer
P. O. Box 38
Currituck, NC 27929

RE: Tulls Creek Road Booster Pump Station
(Mc/A: E1680.08C)

Dear Eric:

In reference to the above project, five (5) bids were received and opened on October 28, 2008, and are listed below:

	<u>Bid Amount</u>
ELJ, Inc.	\$160,630.00
Ormond Utilities	\$169,430.00
CSSI, Inc.	\$202,330.00
T. A. Loving Company	\$247,430.00
Geo. Raper & Son, Inc.	\$297,892.00

Our original construction estimate was \$250,000.00 with a contingency of an additional \$25,000.00

Attached is a Bid Tabulation for the five (5) bids received.

At the present time we recommend that this project be awarded to ELJ, Inc. for the low bid of \$160,630.00.

Please let me know if you have any questions concerning this information, or if you need any additional information.

Sincerely,

William P. McDowell, III, P.E.
President

WPMcD/rae

Enclosures

CC: Pat Irwin (w/ enclosure)

McDowell & Associates, P.A.
 Engineers & Surveyors
 P. O. Box 391
 1899 Weeksville Road
 Elizabeth City, NC 27907-0391

BID TABULATION
 PROPOSED TULLS CREEK ROAD
 BOOSTER PUMP STATION
 FOR
 CURRITUCK COUNTY

Bids Opened: 10/28/08
 2:00 P.M.

ITEM NO.	ITEMS	QUANTITY	UNIT	ELJ, Inc.	Ormond Utilities, Inc.
				UNIT PRICE	TOTAL PRICE
1	Booster Pump Station	1	LS	\$148,200.00	\$148,200.00
2	Allowance for Telemetry	1	LS	\$12,430.00	\$12,430.00
TOTAL BID				\$160,630.00	\$169,430.00

ITEM NO.	ITEMS	QUANTITY	UNIT	CSSI, Inc.	T. A. Loving Company
				UNIT PRICE	TOTAL PRICE
1	Booster Pump Station	1	LS	\$189,900.00	\$189,900.00
2	Allowance for Telemetry	1	LS	\$12,430.00	\$12,430.00
				\$202,330.00	\$247,430.00

ITEM NO.	ITEMS	QUANTITY	UNIT	Geo. Raper & Son, Inc.	TOTAL PRICE
				UNIT PRICE	TOTAL PRICE
1	Booster Pump Station	1	LS	\$285,462.00	\$285,462.00
2	Allowance for Telemetry	1	LS	\$12,430.00	\$12,430.00
				\$297,892.00	

Gwen —
PLEASE
SCHEDULE FOR
BOC APPOINTMENT.

Connie Johnson
423 Brant Rd.
Corolla, NC 27927

October 28, 2008

Currituck County Commissioners
c/o Daniel F. Scanlon II, County Manager
P.O. Box 39
Currituck, NC 27929

RE: Resignation – Currituck Outer Banks Wild Horse Advisory Board

Dear Currituck County Commissioners:

Please accept my resignation effective immediately from the Currituck Outer Banks Wild Horse Advisory Board. I have enjoyed serving on the Advisory Board and will always be supportive and concerned regarding the safety of the wild horses in the four-wheel drive area; however, due to my increased responsibilities at Corolla Light Resort, I no longer have the time available to devote to my position on this board.

Thank you for the opportunity to have served on this board.

Sincerely,



Connie Johnson

CURRITUCK BANKS WILD HORSE ADVISORY BOARD
Appointed April, 2000

Mike Hoff, Refuge Manager
Mackay Island National Wildlife Refuge
P. O. Box 39
Knotts Island, NC 27950-0039
429-3100 (work)

Rebecca Ellin (Ann Wunderly)
Northern Sites Manager
Division of Coastal Management, NCDENR
P. O. Box 549
Kitty Hawk, NC 27949
261-8891 (work)

Janet Brennan
876 Lighthouse Dr.
Corolla, NC 27927
453-2832 (home)

Connie Johnson
Property Owner
423 Bryant Road
Corolla, NC 27927

Elizabeth Lane
2158 Salmon Road
Corolla, NC

Karen McCalpin
Director, Corolla Wild Horse

Steve Rogers, Herd Manager

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10960-539000	Unemployment Compensation	\$ 528	
10380-482000	Miscellaneous Revenue		\$ 528
		\$ 528	\$ 528

Explanation: Central Services (10960) - To increase appropriations for unemployment compensation.

Net Budget Effect: Operating Fund (10) - Increased by \$528.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10515-514000	Travel	\$ 84	
10515-514800	Fees Paid to Officials	\$ 120	
10390-499900	Fund Balance Appropriated		\$ 204
		\$ 204	\$ 204

Explanation: Jury Commission (10515) - To carry-forward funds for the jury commission that did not meet for FY 2008 until July 2008.

Net Budget Effect: Operating Fund (10) - Increased by \$204.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-514000	Travel		\$ 10,000
10750-531000	Gas, Oil, Etc.	\$ 10,000	
		<u>\$ 10,000</u>	<u>\$ 10,000</u>

Explanation: Social Services Administration (10750) - Transfer funds due to the increased cost of fuel during the first quarter of the fiscal year.

Net Budget Effect: Operating fund (10) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
65858-511000	Telephone & Postage	\$ 700	
65858-561000	Professional Services		\$ 700
		\$ 700.00	\$ 700.00

Explanation: Moyock Commons Sewer District (65858) - Transfer to increase telephone & postage because postage for mailing envelopes is higher than the post card system that we previously used.

Net Budget Effect: Moyock Commons Sewer District (65) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-557700	Crisis Intervention	\$ 17,316	
10390-499900	Fund Appropriated Balance	\$ 2,686	
10330-431000	DSS Administration - Rev.		\$ 20,002
		<u>\$ 20,002</u>	<u>\$ 20,002</u>

Explanation: Social Services Administration (750) - To adjust budgeted line items to State Funding Authorizations.

Net Budget Effect: Operating Fund (10) - Increased by \$17,316.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 15th day of December 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2009.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10660-531000	Gas, Oil, Etc	\$ 2,000	
10660-516000	Repairs and Maintenance		\$ 500
10660-532000	Supplies		\$ 1,500
		<u>\$ 2,000</u>	<u>\$ 2,000</u>

Explanation: Planning (10660) - To transfer budgeted funds for increased cost of fuel and to replace tires on Jeep.

Net Budget Effect: Operating Fund (10) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

CURRITUCK REGIONAL AIRPORT
COMMERCIAL HANGAR LEASE AGREEMENT

This lease made and entered into this ____ day of _____ by and between Currituck County, North Carolina, a body politic and corporate existing pursuant to the laws of the State of North Carolina, (Lessor), and _____ (Lessee);

WITNESSETH:

The Lessor hereby leases to the Lessee and covenants to keep the Lessee in quiet possession of the following described premises, to wit;

Space located within the Lessor's designated hangar area at the Currituck Regional Airport (Airport), designated as Hangar #_____, (the premises) as shown on Exhibit A attached hereto and subject to the terms and conditions set forth herein.

The Premises herein demised shall be used primarily as an aircraft storage area. Nothing in this lease shall preclude Lessee from storing more than one aircraft in the leased hangar so long as required aircraft ownership and insurance information for those aircraft is provided to Lessor. Subject to the conditions, limitations and restrictions contained elsewhere in this Lease, Lessee agrees to store aircraft with the following tail numbers _____ in the leased hangar.

I. TERM:

The term of this Lease shall be for a period of _____ months, commencing _____ and ending on _____ unless sooner terminated as provided elsewhere herein. The term of the lease is normally twelve months; however, longer term leases will be negotiated with a Lessee that makes capital improvements to the leased facilities to allow the Lessee to recapture the value of the improvements made to the facilities to the benefit of the County. For each _____ dollars of improvements, or portions thereof, made by the Lessee to the leased premises, the term of the lease shall be extended for an additional twelve months.

II. PAYMENT:

2.1 In consideration whereof, the Lessee agrees to pay the Lessor as rent for the Premises, the sum of _____ annually, payable _____ monthly in advance.

2.2 In the event Lessee shall fail to pay the rent set forth hereunder, or shall fail to keep or perform any of the covenants, agreements or conditions of this Lease for a period of thirty (30) days, then Lessor may terminate this agreement and repossess the premises and retain any deposits made with the execution of this agreement. Otherwise, in the event Lessee performs all of the terms of said lease and pays all rents due thereunder, then at the end of the term Lessor shall refund to Lessee any deposit made with the execution of this lease agreement.

2.3 A Lessee may be required to provide a damage deposit in an amount equal to two (2) monthly rental payments. Any such deposit will be held by the Lessor until the termination of the lease and shall be used to offset damages that may occur during the tenant's occupancy of the premises. Failure of the Lessor to require such a deposit at the execution of the lease will not limit the right to establish such a requirement during the lease term.

III. LEASE PROVISIONS:

3.1 Lessee agrees to take reasonable care of the premises and to return the same at the expiration of the lease term in good condition as received, ordinary wear, tear and natural decay excepted. Any permanent changes made or equipment installed, to the premises by Lessee during the term of this lease shall become the property of Currituck County and may not be removed from the premises without prior approval of the Airport Manager, or under terms negotiated separately between the parties, at the completion of this lease. If destruction of the premises, or any part thereof, shall occur during the term of this lease (and the destruction is not the result of actions or fault by the Lessee), so as to make the premises unfit for the uses described in this lease, the Lessee may surrender and cancel this lease.

3.2 It is agreed and understood that the Premises are to be used primarily as storage space for aircraft owned or leased by the Lessee. However, inasmuch as this lease is intended for Corporate / Business use, the Lessee will be allowed to install and maintain a business office area, pilot's lounge, store aircraft parts, tools and provide temporary storage for non-hazardous equipment used in the normal business operations of the company or for which the Lessee may transport using aircraft as further outlined below.

- a) The Premises are for the private use of the Lessee and shall not be used in retail sales operations for products and/or services directly from the leased space.
- b) Lessee shall be allowed to capital improvements including installing additional electrical circuits and lighting within the leased space after plans for such additional lighting have been reviewed and approved by the Airport Manager or other Lessor appointed designees. All capital improvements made by the Lessee shall be performed in accordance with N.C. Building and Electrical Code.
- c) Lessee will be allowed to install at the Lessee's expense ~~an~~ up to a two level maintenance bays, business office and pilots lounge within the leased space. Total additions that the Lessee can add to the hangar shall not exceed one-fourth of total leased hangar square footage. Office space shall be constructed in compliance with N.C. Building Code. Approved office

furnishings shall be limited to those normally used in business offices. Permanent sleeping quarters are expressly forbidden by this lease.

d) Lessee shall be allowed to install at Lessee's expense Heating, Ventilation, and/or Air Conditioning equipment intended to service the office space identified above, if applicable, and/or the entire hangar space. In either case, Lessee's plan to install such HVAC system equipment shall be reviewed and approved by the Airport Manager or other Lessor designees prior to the beginning of any installation. All systems and / or equipment shall be installed in accordance with N.C. Building and Electrical Codes.

e) Lessee shall be allowed to perform preventive maintenance on aircraft of the kind and to the extent permitted by the Federal Aviation Administration (FAA) Regulation, GAR 43.3 Appendix A, paragraph (c), titled Preventive Maintenance.

f) Lessee shall be allowed to store non-hazardous equipment and /or products used in the normal business operations of the company. Should it be required, Lessee's company vehicles shall be provided access to the leased premises with prior notification to the Airport Manager. Storage of equipment and/or products shall be of a temporary nature awaiting transfer from the premises.

g) Lessee shall be allowed to erect a sign for the purpose of identification of the Lessee's leased space. The sign shall be professionally designed and constructed and shall meet the size requirements of existing Currituck County Ordinances for signage. The sign must be located and affixed as directed by the Airport Manager.

h) Lessee shall be allowed to store aircraft tow vehicles, start carts, lavatory service equipment or other ground support equipment within the leased space. Ground support equipment may be powered by electric or fossil fuel motors / engines.

i) Lessee shall be allowed to store personal vehicles within the premises during periods when one or more of the Lessee's aircraft are in use. Lessee will not be allowed to use the leased premises for permanent vehicle storage. Further, Lessee shall not be allowed to perform repair services on automobiles or automotive equipment of any kind in the leased premises.

j) Lessee shall be allowed to store small quantities of lubricants, cleaners and other similar materials within the leased space, provided flammable materials are kept in a fire retardant container. The leased space shall not be used for storage of large amounts of fuels and may not be used as a refueling area.

k) Lessee shall not be allowed to perform painting operations of any kind within the leased premises.

l) Washing of aircraft within the leased premises or on the tarmac surrounding the hangar area, is not be permitted without prior approval of the Airport manager.

m) Lessee's exclusive use is restricted to the Premises designated herein and does not apply to ramp, apron or taxiway areas. All exterior areas are common use areas available to all airport tenants. Lessee agrees that Lessee's aircraft shall not be parked or positioned on any of these areas so as to block, limit or restrict use of ramps, aprons or taxiways by others.

n) Lessee agrees that use of the leased premises shall be in accordance with federal, state and local laws and regulations, including but not limited to, those pertaining to fire and safety, as well as the Currituck Regional Airport Rules and Regulations.

IV. GENERAL PROVISIONS:

- 4.1 It is agreed that the demised premises are accepted in "as is" condition. Lessor assumes no responsibility as to the condition of the demised premises nor shall it assume responsibility for maintenance, upkeep or repairs which might become necessary to keep the premises in serviceable condition. That notwithstanding, the Lessee shall notify the Lessor in writing of any safety, structural or watertight integrity issues concerning the leased premises. The Lessor shall respond to the Lessee with a plan to correct the deficiencies or to make suitable replacement space available to the Lessee.
- 4.2 The premises shall not be underlet or the term in whole or in part assigned, transferred or set over by act of the Lessee, by process or operation of law or in any manner whatsoever without the prior written consent of the Lessor.
- 4.3 Should the Lessee continue to occupy the premises after the term of this lease or after a forfeiture occurred, whether with or against the consent of the Lessor, such tenancy shall be month to month but in all other respects shall be in accordance with the terms of this lease.
- 4.4 The Lessor shall not be liable for any damage, either to person or property, sustained by the Lessee or by other persons due to due to any act or neglect of any tenant or occupant of the building or of any other person.
- 4.5 Except as identified herein, the Lessee agrees to indemnify and save the Lessor, its officers, agents, and employees harmless from any liability, including, but not limited to claims, judgments, fines, costs and attorney's fees to persons or property resulting from or arising out of the Lessee's use or occupancy of the premises.

- 4.6 This lease, at the option of the Lessor, shall be void and forfeited in case of any violation of any agreement herein contained. This covenant is not to be considered or construed as a penalty, but shall be punctually enforced and the Lessor's failure to enforce same with respect to any violation shall not constitute a waiver of the right to enforce the same with respect to any other violation.
- 4.7 The Lessee agrees that the Lessor shall have the right to enter the demised premises at any time for the purpose of making inspections thereof and to make such repairs or alterations as are, in the opinion of the Lessor, desirable or necessary and to take such materials into the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor agrees that the Lessee shall be contacted at least forty eight (48) hours prior to routine inspections and maintenance activities of the leased premises and shall be granted the opportunity to be present when such inspections are conducted. Lessor further agrees that in carrying out the actions contained herein, the Lessor's employees, agents, or contractors shall not open, enter into or attempt to relocate anything stored in the leased premises without the prior permission of the Lessee, except in emergency situations.
- 4.8 Lessee shall maintain an insurance policy for all aircraft stored in within the leased premises in full force and effect for the period covered by the lease and any renewals filed with the County. The insurance policy (policies) must identify the Lessor as an additional insured. A copy of the insurance policy (policies) or certificate of insurance must be filed with the Currituck County Finance Department within 30 days of the signing of the lease. The insurance will meet the specifications set forth below.

The amounts of such insurance shall be not less than the following:

Bodily injury	\$ 100,000
Property	\$ 1,000,000
Each accident	\$ 1,000,000

V. NOTICES:

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Wayne Leary, Airport Manager, P0 Box 38, Maple, NC 27956-0038 and notices to the Lessee shall be sufficient if sent registered mail, postage prepaid, or hand delivered, addressed to _____ to such other respective addresses as the parties may designate to each other in writing from time to time.

VI. TERMINATION:

This agreement may be terminated by either party upon thirty days (30) written

notice of non-renewal as provided for in paragraph I above. In addition, Lessor may terminate this agreement during the course of monthly term upon the occurrence of any of the following which shall constitute a breach of this Lease by Lessee: Rent is not paid by the 20th of any month; Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon notice by Lessor. In the event of such breach, Lessor shall notify Lessee of termination in writing.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CURRITUCK COUNTY

ATTEST:

Clerk to the Board

(County Seal)

BY: _____ (SEAL)
Daniel F. Scanlon II, County Manager

LESSEE

BY: _____ (SEAL)

REVISED: _____

CURRITUCK REGIONAL AIRPORT HANGAR LEASE AGREEMENT

OFFICE USE ONLY

Rules & Regulations
 Certificate(s) of Insurance

This lease, made and entered into this ____ day of _____ by and between Currituck County, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (Lessor), and _____ (Lessee);

WITNESSETH:

The Lessor hereby leases to the Lessee and covenants to keep the Lessee in quiet possession of the following described premises, to wit;

Space located within the Lessor's designated hangar area at the Currituck Regional Airport (Airport), designated as Hangar _____, (the Premises) as shown on Exhibit A attached hereto and subject to the terms and conditions set forth herein.

The Premises herein demised shall be used solely as aircraft storage space for _____ (Aircraft N number) subject to the conditions, limitation, and restrictions contained elsewhere in this Lease. However, the Lessee owns or has an ownership interest in other aircraft that may use this hangar space, list the Aircraft N numbers _____ and provide proof of ownership and insurance for each aircraft listed.

I. TERM:

The term of this Lease shall be for a period of twelve months, commencing _____ and ending _____, unless sooner terminated as provided elsewhere herein.

II. PAYMENT:

2.1 In consideration whereof, the Lessee agrees to pay the Lessor as rent for the Premises, the sum of \$ _____, payable monthly in advance in the amount of \$ _____.

2.2 In the event Lessee shall fail to pay the rent set forth hereunder, or shall fail to keep or perform any of the covenants, agreements or conditions of this Lease for a period of thirty (30) days, then Lessor may terminate this agreement and repossess the premises and retain any deposits made with the execution of this agreement. Otherwise, in the event Lessee performs all of the terms of said lease and pays all rents due ~~thereunder~~ hereunder, then at the end of the term Lessor shall refund to Lessee any deposit made with the execution of this lease agreement.

2.3 A Lessee may be required to provide a damage deposit in an amount equal to two (2) monthly rental payments. Any such deposit will be held by the Lessor until the termination of the lease and shall be used to offset damages that may occur during the tenant's occupancy of the premises. Failure of the Lessor to require such a deposit at the execution of the lease will not limit the right to establish such a requirement during the lease term.

III. LEASE PROVISIONS

3.1 Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good condition as received, ordinary wear, tear and natural decay excepted. If destruction of the Premises, or any part thereof, shall occur during the term of this Lease (and the destruction is not the result of actions or fault by the Lessee), so as to make the premises unfit for the uses described in this Lease, the Lessee may surrender and cancel this Lease.

3.2 It is agreed and understood that the Premises are to be used solely as storage space for one aircraft owned or leased by the Lessee and for no other purpose, unless approved by the Lessor in writing. Any other provision of this Lease notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Lease forthwith and without notice.

a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit. However, the Lessor may agree to allow certain commercial uses of the leased premises if the terms and conditions relating to such use are set forth in a Rider to this lease.

b. Lessee shall be allowed to perform preventive maintenance on their aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration regulation, GAR 43.3 Appendix A, paragraph (c), titled Preventive Maintenance.

c. Lessee agrees that use of the premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Currituck Regional Airport Rules and Regulations.

d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to ramp, apron or taxiway areas. All such exterior areas are common use areas available to all other tenants on the airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such exterior areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other airport tenants or uses.

e. Lessee will be permitted to have a small desk and work bench and necessary small tools required by work permitted under 3.2b of this Lease.

f. Lessee will not be permitted to add electrical service to the Premises or to otherwise alter the electrical service provided without the written consent of the Lessor.

g. Storage of aircraft parts and accessories for aircraft registered for hangar will be permitted.

h. The Lessee will be permitted to store a personal vehicle within the hangar space during periods when the aircraft is in use. Lessee will not be permitted to use the hangar space for permanent vehicle storage in substitution for aircraft storage.

i. Installation of a power (if electrical service is added) or hand winch to assist with hangaring of aircraft is permissible.

j. Lessees shall not store more than one (1) aircraft in the Premises unless authorized to do so by the Lessor.

k. Lessee will be permitted to keep and store small quantities of lubricants, cleaners and other similar materials within the hangar space, provided all flammable materials are kept in fire retardant containers. The hangar space shall not be used for storage of large amounts of fuel nor as a fueling area for the resident aircraft.

I. Lessee will not be permitted to perform repair service on automobiles or automotive equipment of any kind in the Premises.

m. Lessee shall not store any material or object not directly related to the registered aircraft, unless the storage of such prohibited items or materials has been approved by the Lessor in writing. This prohibits the storage (without permission) of furniture, inoperative and unregistered aircraft, utility trailers and all other similar materials.

n. Lessee shall not perform painting operations of any kind within the Premises.

o. Installation or use of any hazardous devices, including but not limited to space heaters and engine heaters shall be prohibited in the Premises, unless specifically authorized by the Lessor.

p. Washing aircraft will not be permitted in the Premises or within the hangar area without the express permission of the Lessor.

q. Installation of furniture or appliances that are not required under permitted uses specified above or for which written permission has not been granted by the Lessor shall be prohibited. This prohibits sleeping couches, cots, beds, hot plates, stoves or other cooking devices, unless specifically authorized by the Lessor.

IV. GENERAL PROVISIONS:

4.1 It is agreed that the demised sites are accepted in their "as is" condition. Except as established in the preceding paragraph, Lessor assumes no responsibility as to the condition of the demised premises nor shall it assume responsibility for the maintenance, upkeep or repairs which might become necessary to keep the Premises in a safe and serviceable condition.

4.2 The Premises shall not be underlet or the term in whole or in part assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor.

4.3 No signs, emblems or advertising shall be placed or erected on or in the Premises herein demised, nor shall Lessee make any alterations, changes or additions to the Premises.

4.4 Should the Lessee continue to occupy the Premises after the expiration of the term of this Lease or after a forfeiture occurred, whether with or against the consent of the Lessor, such tenancy shall be month to month but in all other respects shall be in accordance with the terms of this Lease.

4.5 The Lessor shall not be liable for any damage, either to person or property, sustained by the Lessee or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair or due to the happening of any accident in or about the building or due to any act or neglect of any tenant or occupant of the building or of any other person. Without limiting the generality of the foregoing, the Lessor shall not be liable for damage caused by water, wind or electrical causes or the negligence of contractors, employees, agents or licensees of the Lessor unless provided to be the gross negligence of the Lessor.

4.6 The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to claims, judgments, fines, costs and attorney's fees to persons or property resulting from or arising out of the Lessee's use or occupancy of the Premises.

4.7 This Lease, at the option of the Lessor, shall be void and forfeited in case of any violation of any agreement herein contained. This covenant is not to be considered or construed as a penalty, but shall be punctually enforced and the Lessor's failure to enforce the same with respect to any violation shall not constitute a waiver of the right to enforce the same with respect to any other violation.

4.8 The Lessee agrees that the Lessor shall have the right to enter the demised premises at any time for the purpose of making inspections thereof and to make such repairs or alterations as are, in the opinion of the Lessor, desirable or necessary and to take such materials into the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor agrees that the Lessee shall be contacted at least forty eight (48) hours prior to routine inspections and maintenance activities of the leased premises and shall be granted the opportunity to be present when such inspections are conducted. Lessor further agrees that in carrying out the actions contained herein, the Lessor's employees, agents, or contractors shall not open, enter into or attempt to relocate anything stored in the leased premises without the prior permission of the Lessee, except in emergency situations. The Lessor shall also have the right to make such repairs or alterations as are, in the opinion of the Lessor, desirable or necessary and to take such materials into the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee.

4.9 Lessee shall maintain an insurance policy for any aircraft placed within the leased premises in full force and effect for the period covered by the Lease and any renewals filed with the County. The insurance policy (policies) must identify the Lessor as an additional insured. A copy of the insurance policy (policies) or certificate of insurance must be filed with the Currituck County Finance Department within 30 days of the signing of the lease. The insurance will meet the specifications set forth below.

The amounts of such insurance shall not be less than the following:

Bodily Injury	\$ 100,000
Property	\$1,000,000

Each Accident \$1,000,000

4.10 If the Lessee houses aircraft other than ones registered above within the premises, the Lessee shall notify the Airport Manager in writing within 5 days.

V. SUBLEASE/ASSIGNMENT:

The space hereby leased will not be subleased by Lessee nor will this Lease be assigned without the express approval of the Lessor. Parking of aircraft not belonging to, or leased by Lessee, shall be construed as a sublease and unless approved by the Lessor shall be grounds for termination of this lease.

VI. NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Sandra Hill, Finance Director, P.O. Box 39, Currituck, NC 27929 and notices to the Lessee shall be sufficient if sent registered mail, postage prepaid, or hand delivered, addressed to _____ or to such other respective addresses as the parties may designate to each other in writing from time to time. Lessee shall notify the Currituck County Finance Department of any change of address within thirty (30) days.

VII. TERMINATION:

This agreement may be terminated by either party upon thirty days (30) written notice of non-renewal as provided for in paragraph I above. In addition, Lessor may terminate this agreement during the course of monthly term upon the occurrence of any of the following which shall constitute a breach of this Lease by Lessee: Rent is not paid by the 20th of any month; Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon notice by Lessor. In the event of such breach, Lessor shall notify Lessee of termination in writing.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CURRITUCK COUNTY

ATTEST:

Clerk to the Board

BY: _____ (SEAL)
Daniel F. Scanlon, II, County Manager

(County Seal)

LESSEE

BY: _____

Print Name

Telephone Number

Please list any and all owners of this airplane that will have access to the premises:
Name: _____ Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

REVISED: _____

CURRITUCK REGIONAL AIRPORT
APRON TIE-DOWN SPACE
LEASE AGREEMENT

OFFICE USE ONLY

____ Rules & Regulations
____ Certificate of Insurance

This agreement entered into this ____ day _____ of _____ by and between Currituck County, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (Lessor), and _____, herein called Lessee.

The following terms and conditions shall govern the rental by Lessor of tie-down space to Lessee:

1. Term: This agreement shall be for a period of twelve months commencing _____ and ending _____.
2. Rent: Upon execution of this agreement, Lessee shall pay, as rent for the use of the described Tie-down area, the amount of \$ _____, due and payable upon the execution of this agreement.

Rent may be changed by the Lessor upon thirty (30) days written notice prior to each annual renewal to Lessee.

3. Premises: The premises leased shall be a tie-down space solely as a storage space for one (1) aircraft _____ [Aircraft N number] together with reasonably necessary rights of access across Lessor's adjoining areas at the Currituck Regional Airport at Maple subject to the conditions, limitation, and restrictions contained elsewhere in this Lease. However, the Lessee owns or has an ownership interest in other aircraft that may use this tie-down space, list the aircraft N numbers _____ and provide current proof of insurance for each aircraft listed.

4. Liabilities: Lessor hereby disclaims any and all liability for damage to the Lessee aircraft while parked on the ramp, except for such damage as may be caused by movement or handling of the aircraft by Lessor's employees, except that if Lessee participates in any way or gives instructions to Lessor's employees regarding such movement, Lessor shall not be liable in any way for damage to the aircraft. Lessor shall provide for the purpose of securing the aircraft on its tie-down spot, suitable ropes and anchors. Lessor's employees shall provide, whenever feasible, assistance in securing the aircraft, however, it is hereby expressly agreed that Lessee shall have the final responsibility for securing the aircraft. Lessor shall not be liable for any damage or loss caused by or related to improper or inadequate securing of the aircraft.

5. Use of Premises: The space hereby leased is to be used for the sole purpose of parking an aircraft owned or leased by Lessee. Lessor shall be informed of the specific aircraft using the parking space and no substitutions will be made without the approval of Lessor. Lessee specifically agrees that no commercial aviation activities will be conducted on or from these premises without express approval of the Lessor.

5. Lessee shall maintain an insurance policy for any aircraft placed within the leased premises in full force and effect for the period covered by the Lease and any renewals filed with the County. The insurance policy (policies) must identify the Lessor as an additional insured. A copy of the insurance policy (policies) or certificate of insurance must be filed with the Currituck County Finance Department within 30 days of the signing of the lease. The insurance will meet the specifications set forth below.

The amounts of such insurance shall not be less than the following:

Bodily Injury	\$ 100,000
Property	\$1,000,000
Each Accident	\$1,000,000

6. Sublease/Assignment: The space hereby leased will not be subleased by Lessee, nor will this lease be assigned without the express approval of the Lessor.

7. Notification: Lessee hereby agrees to notify the Currituck County Finance Department of any change of address within thirty (30) days.

8. Termination: This agreement may be terminated by either party upon 30 days written notice of non-renewal as provided for in Paragraph 1 above. In addition, Lessor may terminate this agreement during the course of the lease if Lessee has failed to comply with any conditions of this lease and has not corrected the deficiency upon 10 days notice by Lessor.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

CURRITUCK COUNTY

ATTEST:

Clerk to the Board

(County Seal)

By: _____ (SEAL)
Daniel F. Scanlon, II,
County Manager

LESSEE:
_____ (SEAL)

Address: _____
City: _____ State ___ Zip _____
Phone: _____
E-mail: _____

Please list all persons with access to this aircraft:

Name: _____ Name: _____
Address: _____ Address: _____

Revised: _____

RESOLUTION CANCELING THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS MEETING SCHEDULED FOR JANUARY 20, 2009

WHEREAS, North Carolina General Statute 153A-40 provides that a board of commissioners may by resolution fix the time and place of its regular meetings; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Currituck, that:

Section 1: The Board of Commissioners would like to cancel their regular scheduled meeting to be held on January 20, 2009. The Board will be attending the new County Commissioner's school during this week. The Board will convene at their regular scheduled meeting on February 2, 2009. The Clerk to the Board shall cause a copy of this resolution to be posted in the courthouse bulletin board and a summary of this resolution to be published.

Section 3: This resolution shall be effective upon ratification.

ADOPTED this the 15th day of December, 2008.

ATTEST

Gwen H. Keene, CMC
Clerk to the Board

J. Owen Etheridge
Chairman

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CURRITUCK COUNTY, NORTH CAROLINA AUTHORIZING EXCHANGE OF PROPERTY

WHEREAS, Currituck County owns Lot 34-A as shown on that plat entitled in part "Whalehead Club, Section 7" dated February 18, 1972 which lot is more particularly shown on that plat recorded at Map Book 3, Page 70 of the Currituck County Registry; and

WHEREAS, Whalehead Properties owns that area of real estate comprising the rights-of-way for those streets known as Tuna Street, Sturgeon Street, Barracuda Street, Mackerel Street, Coral Street, Sailfish Street, Marlin Street and Perch Streets as more particularly shown on those plats of record for Whalehead Club Subdivision recorded in the Currituck County Registry and comprising approximately 13.76 acres, the acquisition of which will allow for, among other things, the construction and maintenance of stormwater management facilities necessary to preserve and protect the public health, safety and welfare; and

WHEREAS, Currituck County and Whalehead Properties desire to make an even exchange of real property by which Currituck County will convey the northern one-half of its property described herein for Whalehead Properties' real estate described herein; and

WHEREAS, Section 160A-271 of the General Statutes of North Carolina authorizes Currituck County to make such an exchange if authorized by its Board of Commissioners by a resolution adopted at a regular meeting of the board upon at least ten days' public notice; and

WHEREAS, Currituck County has given the required public notice and the Board of Commissioners is considering this resolution while convened in a regular meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that:

Section 1. The exchange of Lot 34-A as shown on that plat entitled in part "Whalehead Club, Section 7" dated February 18, 1972 which lot is more particularly shown on that plat recorded at Map Book 3, Page 70 of the Currituck County Registry and the real property of Whalehead Properties described herein is authorized.

Section 2. The appropriate Currituck County officials are directed to execute the appropriate instruments necessary to carry out the exchange.

Section 3. This resolution is effective upon its adoption and supersedes any prior or conflicting resolution.



COUNTY OF CURRITUCK

Tax Department
P.O. Box 9
Currituck, North Carolina 27929

Tracy Sample, Tax Administrator
(252) 232-3005
(252) 232-3568 (FAX)

MEMORANDUM

TO: Board of County Commissioners

FROM: Tax Office *TS*

DATE: December 1, 2008

SUBJECT: Charge Levy on Motor Vehicles for September Renewals

Please charge to the Tax Collector the levy on motor vehicles for September. The following is a breakdown of the assessment and the total tax due.

ASSESSMENT

\$16,629,554

TAX AMOUNT

\$53,214.54

TS/saa

LINE	DESCRIPTION	VALUE	LEVY	TAX
1	2008 MOTOR VEHICLE SUMMARY			
2				
3				
4	TAX CHARGES			
5				
6				
7	2007 COUNTY WIDE \$0.32	495,895	LEVY:	1,586.88
8	2008 COUNTY WIDE \$0.32	16,133.659	LEVY:	51,627.66
9				
10				
11				
12	GRAND TOTALS	16,629.554	LEVY:	53,214.54
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** END OF REPORT -- Generated by Sarah Alford **

NORTH CAROLINA

DECLARATION OF RESTRICTIVE
COVENANTS

CURRITUCK COUNTY

This Declaration, made this _____ day of _____, 2009, by COUNTY OF CURRITUCK, a body corporate and politic existing under the laws of the State of North Carolina, is made with reference to the following facts:

WITNESSETH:

WHEREAS, the County of Currituck, (the "County"), is the owner of that certain real property in the County of Currituck, State of North Carolina, described in Exhibit A attached hereto and by this reference incorporated herein, and known as MAPLE COMMERCE PARK; and

WHEREAS, Maple Commerce Park is being developed as a planned business/industrial park. It is the County's desire and intention to subject the real property in said business park to certain covenants, conditions, and restriction for the benefit of the property, Maple Commerce Park, and the purchasers of lots in Maple Commerce Park. It is intended that said covenants, conditions, and restrictions bind and benefit not only said purchasers and Maple Commerce Park but also their respective successors, heirs, and assigns and that all lots in Maple Commerce Park should be held, used, leased, sold, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration; and

WHEREAS, it is the intention of the County to further a plan of subdivision by means of the covenants, conditions, and restrictions set forth in this Declaration. Said covenants, conditions, and restrictions are intended to be common to all of the lots in Maple Commerce Park and to enhance and protect the value desirability, and attractiveness of all such lots to their mutual benefit.

NOW, THEREFORE, for and in consideration of the premises for the purposes herein expressed, Declarant does hereby set forth and declare the following restrictions and does hereby covenant and agree to and with all persons, firms and corporations, now or hereafter acquiring any property within Maple Commerce Park and located on the lands described in Exhibit A to this instrument, that the said property is now and shall hereafter be subject to the following conditions and restrictions:

ARTICLE I
Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, as used in this Declaration, have the meanings herein set forth:

1.1 *Architect*. The term "architect" shall mean a person holding a certificate of registration to practice architecture in the State of North Carolina under the authority of Chapter 83A of the North Carolina General Statutes.

1.2 *Beneficiary*. The term "beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

1.3 *Declarant*. The term "Declarant" shall mean County of Currituck and, to the extent provided in Article VIII of this Declaration, its successors and assigns.

1.4 *Declaration*. The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Maple Commerce Park, as it may from time to time be amended or supplemented.

1.5 *Deed of Trust*. The term "deed of trust" shall mean a mortgage as well as a deed of trust.

1.6 *Maple Commerce Park*. The term "Maple Commerce Park" shall be synonymous with the term "subject property" and shall mean all of the real property now or hereafter made subject to this Declaration.

1.7 *Improvement--Improvements*. The term "improvement" or "improvements" shall include buildings, outbuildings, roads, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, waterlines, sewers, electrical and gas distribution facilities, hedges,

windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

1.8 *Lot*. The term "lot" shall mean a fractional part of the subject property as subdivided on subdivision or parcel maps recorded from time to time in the Currituck County Registry.

1.9 *Mortgage*. The term "mortgage" shall mean a deed of trust as well as a mortgage.

1.10 *Mortgagee*. The term "mortgagee" shall mean a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.

1.11 *Occupant*. The term "Occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of a lot with the permission of the Owner.

1.12 *Owner*. The term "Owner" shall mean and refer to any person or entity that is the recorded Owner of fee simple title to any lot, excluding any entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any mortgagee or other security holder in actual possession of a lot.

1.13 *Record--Recorded--Recordation*. The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the recordation of said document in the Currituck County Registry.

1.14 *Sign*. The term "sign" shall mean any structure, device, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

1.15 *Street--Streets*. The term "street" or "streets" shall mean any street, highway, road, or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.16 *Subject Property*. The term "subject property" shall be synonymous with the term "Maple Commerce Park" and shall mean all of the real property now or hereafter made subject to this Declaration.

1.17 *Visible from Neighboring Property*. The term "visible from neighboring property" shall mean, with respect to any given object on a lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

Subject Property

2.1 *General Declaration*. Declarant hereby declares that all of that real property located in Crawford Township, County of Currituck, State of North Carolina, and more particularly described in Exhibits A and B is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

2.2 *Addition of Other Realty*. Declarant may at any time during the pendency of this Declaration add all or a portion of any real property now or hereinafter owned by Declarant to the subject property, and upon recording of a notice of addition of real property containing at least the provisions set forth in Section 2.3, the provisions of these Declarations specified in said notice shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent that

this Declaration is made applicable thereto, the rights, powers, and responsibilities of Declarant and the Owners and Occupants of lots within such added real property shall be the same as in the case of the real property described in Exhibits A and B.

2.3 *Notice of Addition to Land.* The notice of addition of real property referred to in Section 2.2 shall contain at least the following provisions:

(a) A reference to this Declaration stating the date of recording and the book or books of the records of the Currituck County Registry, and the page numbers where this Declaration is recorded;

(b) A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such added real property;

(c) A legal description of such added real property; and

(d) Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvements of such added real property.

ARTICLE III Construction of Improvements

3.1 *Approval of Plans Required.* No improvements shall be erected, placed, altered, maintained, or permitted or remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by Declarant. Such final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant or both of the lot or the authorized agent thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Declarant but shall in any event include the following:

(a) A site development plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular lot (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, and the number and location of all parking spaces and driveways on the lot;

(b) A landscaping plan for the particular lot;

(c) A plan for the location of signs and lighting; and

(d) A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to and approved by Declarant.

3.2 *Basis for Approval.* Approval shall be based, among other things, upon compliance with the Design Guidelines prepared for the subject property, including adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air-conditioning, or other roof-top installations, and conformity of the plans and specifications to the purpose and general plan and intent to this Declaration. No plans will be approved that do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings.

Plans that provide for metal-clad buildings will be approved only on the conditions that such buildings are constructed so as not to have the appearance of a pre-engineered metal building, are designed by an architect, and are specifically approved in writing by Declarant. Declarant shall not arbitrarily or unreasonably withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, Declarant shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

(a) Failure to comply with any of the restrictions set forth in this Declaration;

(b) Failure to include information in such plans and specifications as

may have been reasonably requested by Declarant;

(c) Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;

(d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;

(e) Objection to the location of any proposed structure with reference to other lots, or other property in the vicinity;

(f) Objection to the grading or landscaping plan for any lot;

(g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;

(h) Objection to the number or size of parking spaces, or to the design of the parking area;

(i) Any other matter that, in the judgment of the Declarant, would render the proposed improvements or use inharmonious with the general plan for improvement of the subject property or with improvements located upon other lots or other property in the vicinity.

3.3 *Review Fee.* An architectural review fee shall be paid to Declarant at such time as plans and specifications are submitted to it based upon a schedule adopted from time to time by Declarant.

3.4 *Result of Inaction.* If Declarant fails either to approve or disapprove plans and specifications submitted to it for approval within forty-five (45) days after the same have been submitted, it shall be conclusively presumed that Declarant has disapproved said plans and specifications; provided, however, that if within the forty-five (45)-day period Declarant gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are disapproved until the expiration of such reasonable period of time as is set forth in the notice.

3.5 *Approval.* Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

3.6 *Proceeding with Work.* Upon receipt of approval from Declarant pursuant to Section 3.5, the Owner, or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, and alterations. In all cases, submission of plans and specifications to Declarant for approval and work shall commence within one (1) year from the date Owner purchases a lot from Declarant, and if submission of plans and work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1)-year period, extends the period of time within which work must be commenced. Failure to comply with this Section shall constitute a breach of this Declaration and the party in breach shall convey the property back to Declarant.

3.7 *Completion of Work.* Any improvement commenced pursuant hereto shall be completed within two (2) years from the date of Owner's purchase of a lot from Declarant, except for so long as such completion is rendered impossible due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of Owner or Occupant. Declarant may, upon written request made and received prior to the expiration of the two (2) year period, extend the period of time within which work must be completed. Failure to comply with this Section shall constitute a breach of this Declaration and the party in breach shall convey the property back to the Declarant.

3.8 *Declarant Not Liable.* Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

(a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;

(b) The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

(c) The development of any lot within Maple Commerce Park.

3.9 *Construction without Approval.* If any improvement shall be erected, placed, or maintained upon any lot, or any new use commenced upon any lot, other than in accordance with the approval by the Declarant pursuant to the provisions of this Article III, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from Declarant, any such improvement so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall be removed or altered so as to conform to this Declaration, and any such use shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment or use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article VII.

ARTICLE IV Development Standards

4.1 *Density.*

(a) The minimum lot size is two (2) acres (87,120 feet).

(b) The minimum principal building size is 5,000 square feet. Accessory buildings may be constructed less than 5,000 square feet.

(c) Lot coverage, including all buildings, pavement, walkways, stone or similar materials shall not exceed 65% of the gross lot area. This covenant is intended to insure continued compliance with the stormwater permit issued by the State of North Carolina. This covenant may not be changed or deleted without the consent of the State of North Carolina. No one may fill in, pipe, or alter any roadside ditch except as necessary to provide a minimum driveway crossing.

4.2 *Minimum Setback.* No improvements of any kind, and no part thereof, shall be placed closer than permitted by Declarant to an interior property line, except as otherwise provided in Section 4.3. "Interior property line" shall mean the boundary between any lot within the subject property and all other lots bordering upon said lot. No improvements of any kind, and no part thereof, shall be placed closer than thirty (30) feet from a property line fronting any roadway within the Maple Commerce Park. No improvements of any kind, and no part thereof, shall be placed closer than thirty (30) feet from a side or rear property line.

4.3 *Exceptions to Setback Requirements.* The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 4.2:

(a) Roof overhang, subject to approval in writing from Declarant, provided said overhang does not extend more than eighteen (18) inches into the setback area;

(b) Steps and walkways;

(c) Fences, subject to the requirements set forth in Section 4.7;

(d) Landscaping and irrigation systems;

(e) Planters, not to exceed three (3) feet in height, except that planters of greater height may be built within the setback area with the prior written approval of Declarant;

(f) Industrial park identification signs, directional and parking signs, and signs identifying the owner or Occupant of a lot, subject to the prior written approval of Declarant;

(g) Lighting facilities, subject to the prior written approval of Declarant; and

(h) Underground utility facilities and sewers.

4.4 *Landscaping.* No improvements to a lot shall be occupied prior to installation of such lot's landscaping in accordance with the plans and specifications. The area of each lot between any street and any minimum setback line as set forth in Section 4.2 shall be landscaped with an attractive combination of trees, shrubs, and other ground cover. All portions of a lot not fronting a street and not used for parking, storage, or buildings shall be landscaped in a complementary and similar manner.

The perimeter of parking areas shall be landscaped with solid screen evergreen plant material so as to screen said areas from view from adjacent streets and freeways. Such screening shall extend at least forty-eight (48) inches above the high point of the finished pavement in said parking area. Landscaped earth berms at least three feet high may substitute for the solid screen planting.

If the outdoor parking lot contains fifteen or more parking stalls, not less than 6% of the interior of such parking lot shall be landscaped. The use of depressed rain gardens between parking bays to capture and treat excess stormwater run-off is encouraged. Strips between parking bays may also be landscaped with appropriate ground cover and deciduous trees.

After completion, such landscaping as is herein required shall be maintained in a sightly and well-kept condition. If, in Declarant's reasonable opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Article VII.

4.5 *Signs.* No sign shall be permitted on any lot unless approved by Declarant in writing. No sign shall be approved other than business park identification signs; informational and vehicular control signs; signs identifying the building or the business of the Owner or Occupant of a lot, in which instance signs may be placed upon each side of the building and one sign may be placed upon the lot; signs offering the lot for sale or lease; and temporary development signs.

4.6 *Fences.* No fences or walls shall be permitted on any lot unless such fence or wall is necessary for security or screening purposes. The Declarant reserves the right to approve the location and design of all fences, and no fence shall be constructed without a letter of approval from the Declarant.

4.7 *Lighting.* All exterior lighting, including floodlights, parking lights, and security lighting, constructed by the owner or occupant of a lot, must be a cut-off style fixture to prevent excess light pollution. Lights illuminating signage as provided in section 4.5 shall be exempt from this provision, but shall in no case run counter to county ordinances that regulate signage.

4.8 *Parking Areas.* Off-street parking adequate to accommodate the parking needs of the Owner or Occupant and the employees and visitors thereof shall be provided by the Owner or Occupant of each Lot. The intent of this provision is to eliminate the need for any on street parking; provided, however, that nothing herein shall be deemed to prohibit on-street parking of public transportation vehicles. If parking requirements increase as a result of a change in the use of a lot or in the number of person employed by the Owner or Occupant, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

(a) Required off-street parking shall be provided on the lot, on a contiguous lot, or within such distance from the lot as Declarant deems reasonable. Where parking is provided other than upon the lot concerned, Declarant shall be given a certified copy of a recorded instrument, duly executed and acknowledged by the person or person holding title to the lot or other property upon which the parking area is located, stipulating to the permanent reservation of the use of the lot or other property for such parking area.

(b) All parking areas, driveways and walks shall be surfaced with bituminous concrete, concrete, asphalt, brick or an equal material approved by Declarant. Declarant encourages the use of pervious pavement surfaces and materials to limit stormwater impacts. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles; and

(c) parking areas are located to the side or rear of buildings.

4.9 *Storage and Loading Areas.* Storage, maintenance, and loading areas must be constructed, maintained, and used in accordance with the following conditions:

(a) Outside storage of materials, supplies, or equipment, including trucks or other motor vehicles, shall be permitted only if:

(i) The material, equipment, or objects stored outside are incidental to the activities regularly conducted on the premises;

(ii) The area devoted to outside storage combined with all other impervious surfaces does not exceed 50% of the gross floor area of the principal structure on the site;

(iii) The area is screened on sides and top and harmonizes with the architecture, design, and appearance of neighboring structures and other surroundings; and

(iv) The area is located upon the rear portions of a lot, unless otherwise approved in writing by Declarant.

(b) Provision shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.

(c) Loading dock areas shall be set back, recessed, or screened so as not to be visible from neighboring property or streets, and in no event shall a loading dock be closer than seventy-five (75) feet from a property line fronting upon a street unless otherwise approved in writing by Declarant.

ARTICLE V Regulation of Operations and Uses

5.1 Permitted Uses.

The only uses allowed within the Maple Commerce Park shall be as follows:

1. Aviation related industries and services, including the manufacture of airplanes, aeronautical instruments and parts; distribution and warehousing of said parts, airplane and parts repair and overhaul facilities; and any other aviation or airport related goods and services as deemed appropriate by Declarant;

2. General building contractors, general contractors other than building, landscaping contractors and special trade contractors;

3. Manufacturing in the nature of apparel and other finished products; bakery products; beverages; cabinet and woodworking shop; electric, electronic machines, equipment and supplies; fabricated metal products; food and kindred products; furniture and fixtures; instruments and related products; lumber and wood products; machinery other than electrical; printing and publishing; stone, clay, glass and concrete products; textile manufacturing; transportation equipment;

4. Motor freight transportation and warehousing;

5. Warehousing; wholesaling of items manufactured on or off the premises. Mini storage warehouses or garages are **not** permitted uses.

6. Farm implement sales;

7. Landscaping services;

8. Electrical repair shops; equipment rental and leasing;

9. Governmental offices and buildings;

10. Offices for private business and professional activities.

11. Sexually oriented businesses are prohibited within the park.

12. Any use not expressly permitted or prohibited by this section shall be considered at the sole discretion of the Declarant.

5.2 *Nuisances.* No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any adjacent lot or property or to its occupants. A "nuisance" shall include, but not be

limited to, any of the following conditions:

(a) Any use, excluding reasonable construction activity, of the lot that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterway that, in the opinion of Declarant, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the subject property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer;

(b) The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, in the opinion of Declarant, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation;

(c) The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from a point exterior to the site or lot upon which the operation is conducted.

(d) Excessive noise. At no point outside of any lot plane shall the sound pressure level of any machine, device, or any combination of same, from any individual plant or operation, create any unreasonably loud, disturbing sound levels, taking into consideration volume, duration, frequency and other characteristics of the sound.

(e) Excessive emissions of smoke, steam, or particulate matter. Visible emissions of smoke or steam will not be permitted (outside any building) that exceed Ringlemann No. 1 on the Ringlemann Chart of the United States Bureau of Mines. This requirement shall also be applied to the disposal of trash and waste materials. Windborne dust, sprays, and mists originating in plants are not permitted.

(f) Ground vibration. Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point exterior to any lot.

5.3 *Well-head Protection Areas.* Parcels located within the subdivision and containing designated 500' Well-head Protection Areas as outlined in Exhibit B, "Maple Commerce Park Preliminary Plan", and specifically identified as lots 10, 11, 12, 13 & 14, shall be further restricted on development types in order to manage or control potential sources of contamination throughout the designated area (Well-head Protection Area). The designated lots can contribute infiltration water, or recharge, to the municipal wells. Contaminants found at or below the land's surface can move with this recharge toward the public water supply well.

The wells to be protected by this section are Mainland water system wells number 9, 10, 11, 12, 13, 14, 15 and 16.

In no case shall hazardous materials or other deleterious substances be stored, handled, treated, used, produced, recycled, or disposed of in a way that would pose a significant groundwater hazard within the Maple Commerce Park.

Land uses or activities for the designated lots that pose a significant hazard to the County's groundwater resources resulting from storing, handling, treating, using, producing, recycling or disposing of hazardous materials or other deleterious substances shall be prohibited in lots 10-14. These land uses and activities include, but are not limited to:

- (a) On-site community sewage disposal systems.
- (b) Hazardous liquid pipelines.
- (c) Solid waste landfills.
- (d) Solid waste transfer stations.

- (e) Liquid petroleum refining, reprocessing and storage.
- (f) Bulk storage facilities for petroleum products and chemicals.
- (g) The storage or distribution of gasoline
- (h) Hazardous waste treatment, storage and disposal facilities.
- (i) Chemical manufacturing, including but not limited to organic and inorganic chemicals, plastics and resins, pharmaceuticals, cleaning compounds, paints and lacquers, and agricultural chemicals.
- (j) Dry cleaning establishments using the solvent perchloroethylene.
- (k) Primary and secondary metal industries that manufacture, produce, smelt or refine ferrous and non-ferrous metals from molten materials.
- (l) Wood preserving and wood products preserving.
- (m) Mobile fleet fueling operations.
- (n) Other uses and activities that the Declarant determines would pose a significant groundwater hazard to the County Mainland groundwater supply.

5.4 *Condition of Property.* The Owner or Occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such lot.

5.5 *Maintenance of Grounds.*

(a) Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his Lot. Such maintenance and repair shall include, without limitation:

(1) Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal thereto in quality, appearance, and durability; the removal of debris and waste material and washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required;

(2) Cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or government body; and

(3) Performance of all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees; the removal of dead or waste materials; the replacement of any dead or diseased grass, groundcover, shrubs, or trees.

(b) Nothing contained herein shall preclude an Owner from recovering from any person liable therefore, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on his Lot.

5.6 *Remedies for Failure to Maintain and Repair.*

(a) *Remedies.* If any Owner shall fail to perform the maintenance and repair required by Section 5.6, then Declarant, after fifteen days prior written notice to such delinquent Owner, shall have the right, not the obligation, to perform such maintenance and repair and to charge the delinquent Owner with costs of such assessment or such work, together with interest thereon at the rate of eight percent (8%) per annum from the date

of Declarant's advancement of funds for such payment or such work to the date of reimbursement of Declarant by Owner. If the delinquent Owner shall fail to reimburse Declarant for such costs within ten days after demand therefore, Declarant may, at any time within two years after such advance, file a claim of lien signed by Declarant for the amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the delinquent Owner in his lot together with interest at eight percent (8%) per annum on the amount of such advance from the date thereof, in addition to recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.

(b) *Foreclosure of Lien.* Subject to the provisions of Article XII, such a lien, when so established against the lot described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for record, Such lien shall be for the benefit of Declarant and may be enforced and foreclosed in a like manner as a real estate mortgage is foreclosed but without redemption.

(c) *Cure.* If a default for which a notice of claim of lien was filed is cured, Declarant shall file or record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such rescission, and other reasonable costs, interest, or fees that have been incurred.

(d) *Nonexclusive Remedy.* The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments. If any Owner shall fail to perform such maintenance and repair and, notwithstanding such failure, Declarant should fail to exercise its rights and remedies hereunder, then any other Owner, after fifteen (15) days prior written notice to Declarant and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to Declarant.

5.7 *Taxes and Assessments.* If any Owner fails to pay taxes or assessments on its lot that become a lien on any portion of the subject property utilized for parking, service, or loading areas, then any other Owner may pay such taxes or assessments, together with any interest, penalties, and costs arising out of or related thereto, except while the validity thereof is being contested by judicial or administrative proceedings, and in such event the defaulting Owner obligated to pay such taxes or assessments shall promptly reimburse the other Owner for all such taxes or assessments, interest, penalties, and costs paid or incurred by such other Owner, and until such reimbursement has been made, the amount of the payment by such other Owner shall constitute a lien on and charge against the lot of the defaulting Owner, subject and subordinate, however, to any mortgage or deed of trust then outstanding and affecting said lot.

5.8 *Refuse Collection Areas.* All outdoor refuse collection areas shall be visually screened so as not to be visible from neighboring property or streets. No refuse collection area shall be permitted between a street and the front of a building.

5.9 *Repair of Buildings.* No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

5.10 *Public Utilities.* Declarant reserves the sole right to grant consents for the construction and operation of public utilities, including, but not limited to poles or lines for electricity, telephone, or telegraph, above- or below-ground conduits, and gas pipes in an upon any and all streets now existing or hereafter established upon which any portion of the subject property may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the property authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving, and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant are necessary on or to the subject property. Notwithstanding the provisions of Section 3.2, Declarant reserves the

exclusive right to approve above-ground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency. Notwithstanding the provisions of this Section, the construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority.

5.11 *Utilities Lines and Antennas.* No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, or radio signals, shall be constructed, placed, or maintained anywhere in or upon any portion of the subject property other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any lot within the subject property unless (a) such antenna shall be so located that it cannot be seen from five (5) feet zero (0) inches above the ground or ground-floor level at a distance of two hundred (200) feet in any direction and (b) the consent of Declarant shall first be obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the subject property.

5.12 *Mechanical Equipment.* All mechanical equipment, utility meters, storage tanks, air-conditioning equipment, and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself.

5.13 *Mineral Exploration.* No portion of the subject property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbon, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of improvements within the subject property. Water may be extracted to the extent permitted by the appropriate governmental agency.

5.14 *Other Operations and Uses.* Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant in accordance with the procedures set forth in Article III of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

ARTICLE VI Modification and Repeal

6.1 *Procedure.* Except as otherwise provided in Section 6.2, this Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the subject property or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the subject property, based upon the number of square feet subject to these covenants, conditions, and restrictions (excluding dedicated streets); provided, however, that so long as Declarant owns at least twenty percent (20%) of the property subject to these covenants, conditions, and restrictions, or for a period of fifteen (15) years from the effective date hereof whichever period is shorter no such termination, extension, modification, or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. No such termination, extension, modification, or other amendment shall be effective if it conflicts with a valid governmental enactment, ordinance, or regulation and until a proper instrument in writing has been executed, acknowledged, and recorded.

6.2 *Modification by Declarant.* For so long as Declarant owns any interest (excepting a leasehold interest) in the subject property, or any part thereof, or for a period of fifteen (15) years from the effective date hereof, whichever period is shorter, Declarant acting alone may modify or amend the provisions of Articles III, IV, and V; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment Declarant shall obtain the

approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declarations. No such modification or amendment shall be effective until the Owners have been given thirty (30) days prior written notice of the proposed change and a proper instrument in writing has been executed, acknowledged, and recorded.

6.3 *Governmental Regulations.* All valid governmental enactments, ordinances, and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with any provision covenant, condition, or restriction hereof, said conflicting governmental enactment, ordinance, and regulation shall control and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, or restriction; or (ii) stricken herefrom should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition, or restriction.

ARTICLE VII Enforcement

7.1 *Abatement and Suit.* The Owner of each lot shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or restriction herein contained. Violation or breach of any covenant, condition, or restriction herein contained shall give to Declarant, following thirty (30) days written notice to the Owner or Occupant in question except in exigent circumstances, the right, privilege, and license to enter upon the lot where said violation or breach exists and to summarily abate and remove, or abate or remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or the prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. No such entry by Declarant or its agents shall be deemed to trespass, and neither Declarant nor its agents shall be subject to liability to the Owner or Occupant of said lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy, or removal hereunder shall be a binding personal obligation on any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a mortgage) upon the lot in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or mortgagee for value of the lot in question unless a suit to enforce said lien shall have been filed in a court of record in Currituck County, North Carolina, prior to the recordation of the deed or mortgage conveying or encumbering the lot in question to such purchaser or mortgagee, respectively.

7.2 *Right of Entry.* During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarants, or its agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.3 *Deemed to Constitute a Nuisance.* The result of every act or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

7.4 *Attorney's Fees.* In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees

even though said proceeding is settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7.5 *Failure to Enforce Is No Waiver.* The failure of Declarant to enforce any requirement, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other restriction.

ARTICLE VIII
Assignment

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be modified or amended under Section 6.1. Any assignment or appointment made under this article shall be in reasonable form and shall be recorded.

ARTICLE IX
Constructive Notice and Acceptance

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the subject property.

ARTICLE X
Waiver

Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

ARTICLE XI
Runs with Land

All covenants, conditions, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitude upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors, and assigns; and shall, as to the Owner and Occupant of each lot, his heirs, successors, and assigns, operate as covenants running with land, for the benefit of all other lots, except as provided otherwise herein.

ARTICLE XII
Rights of Mortgagees

No breach of any covenant, condition, or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or deed of trust no or hereafter executed upon the subject property or a portion thereof, provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XIII
Captions

The caption of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

**ARTICLE XIV
Effect of Invalidation**

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IT TESTIMONY WHEREOF, Declarant has caused this instrument to be executed by its proper officials and its corporate seal affixed, all by authority duly given by its elective board this the day and year first above written.

ATTEST:

COUNTY OF CURRITUCK
NORTH CAROLINA

Clerk to the Board

By: _____
Barry C. Nelms, Chairman
Board of Commissioners

(S E A L)

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, _____, a Notary Public of the County of _____, State of North Carolina, hereby certify that Gwen Keene personally appeared before me this day and acknowledged that she is Clerk to the Board of County Commissioners of Currituck County, a body corporate and politic existing pursuant to the laws of the State of North Carolina, and that by authority duly given, and as the act of the county, the foregoing instrument was signed in its name by its Chairman and attested by herself as its Clerk, all by authority of the Board of County Commissioners of Currituck County.

WITNESS my hand and notarial stamp or seal, this the _____ day of December, 2009.

Notary Public

My Commission Expires:

EXHIBIT A

BOOK 875 PAGE 807

Tax Collector Certification That No Delinquent Taxes
Are Due. Date 6/22/05 By [Signature]. Certification
expires Jan. 6th of the year following certification date.


Doc ID: 000009480008 Type: GRP
Recorded: 06/22/2005 at 04:13:10 PM
Fee Amt: \$29.00 Page 1 of 8
Excise Tax: \$0.00
Currituck County, NC
Charlene Y Dowdy Register of Deeds
BK 875 PG 807-812

957

TRANSFER TAX AMOUNT None
DATE/COLLECTOR 6-22-2005

NORTH CAROLINA EXCISE STAMPS
ATTACHED AND CANCELLED None

Prepared By: J. Douglas Hill, Assistant Attorney General,
9001 Mail Service Center, Raleigh, N. C. 27699-9001

STATE OF NORTH CAROLINA

DEED

COUNTY OF CURRITUCK

THIS DEED, made this the 9th day of June, 2005, by the STATE OF
NORTH CAROLINA, a body politic and corporate, Grantor, to COUNTY OF CURRITUCK,
a body politic and corporate of the State of North Carolina, Grantee;

WITNESSETH:

THAT, WHEREAS, the execution of this instrument was directed by Act of April 28, 2005,
2005 Sess. Laws, Ch. 18, Amending Part XXX, sec. 30.3F, 2004 NC Sess. Laws, ch. 124 (directing
conveyance of the entire tract on which the Currituck County airport parcel is situated);

NOW, THEREFORE, in consideration of FORTY THOUSAND AND ONE DOLLARS
(\$40,001), the receipt of which is hereby acknowledged, the Grantor has bargained and sold and by
these presents does hereby bargain, sell and convey unto the said Grantee, its successors and assigns,
those certain tracts or parcels of land situate, lying and being in Crawford Township, Currituck

North Carolina, and described as follows:

TRACT I: Beginning at a point marked by a concrete marker, said point being located approximately South 76 degrees 30' East and approximately 1500 feet from the intersection of State Road No. 1246 with said Highway No. 158; running thence South 31 degrees 52' West 927.5 feet to a point; running thence North 26 degrees 36' West 49 feet to a point; running thence North 26 degrees 36' West 233.0 feet to a point; running thence North 29 degrees 01' West 233.3 feet to a point; running thence North 20 degrees 51' West 410.9 feet to a point; running thence North 21 degrees 21' West 383.6 feet to a point; running thence South 74 degrees 22' West approximately 300 feet to a point, said point being located in the Northern right of way line of U.S. Highway No. 158; running thence North 76 degrees 30' West along the right of way line of said Highway a distance of approximately 100 feet to a point, said point being the Eastern right of way line of State Road No. 1246; thence following the Eastern right of way line of said North Carolina State Road No. 1246 and running in a general Northerly direction a distance of approximately 3350 feet to a point; running thence in a general Eastwardly direction a distance of approximately 200 feet to a point; running thence in a general Northerly direction a distance of approximately 1175 feet to a point, marked by a concrete marker, said point lying North 47 degrees 52' West and 300 feet from the Western edge of the Maple Air Strip; running thence South 47 degrees 52' East a distance of 300 feet to a point located at the edge of the Maple Air Strip; running thence South 41 degrees 58' West a distance of 2200 feet to a point, said point being the Southwest corner of the Maple Air Strip; running thence South 47 degrees 52' East a distance of 200 feet to a point, said point being the Southeast corner of the Maple Air Strip; running thence North 41 degrees 58' East along the Eastern edge of the Maple Air Strip a distance of 1510 feet to a point; running thence South 47 degrees 52' East a distance 175 feet to a point; running thence South 41 degrees 58' West a distance of 3370 feet to a point located in the Northern right of way line of U.S. Highway No. 158; running thence South 76 degrees 30' East along the Northern right of way line of said Highway a distance of 480 feet to a point, said point being the point and place of beginning. The property herein described contains property located on both the North and South sides of U.S. Highway No. 158.

TRACT II: Beginning at a point marked by a concrete monument,

said point being located North 47 degrees 52' West and 300 feet from a point located on the Western edge of the Maple Air Strip, said point on the Western edge of said Air Strip being 2200 feet from the Southwest corner of said Air Strip; running thence North 42 degrees 08' East a distance of 3866.0 feet to a point; running thence South 47 degrees 52' East 798 feet to a point; running thence South 41 degrees 58' West 1250.0 feet to a point; running thence South 75 degrees 10' East 1518.6 feet to a point; running thence South 25 degrees 30' East 689.7 feet to a point; running thence South 24 degrees 15' East 1537.8 feet to a point; running thence South 19 degrees 15' East 1408.4 feet to a point, said point being known as Douglas Corner; running thence South 71 degrees 24' West 2130.3 feet to a point; running thence South 88 degrees 2' West 1463.9 feet to a point; running thence North 72 degrees 7' West 1346.4 feet to a point; running thence North 19 degrees 10' East 457.6 feet to a point; running thence North 12 degrees 10' West 895.0 feet to a point; running thence North 47 degrees 52' West 535.0 feet to a point; running thence North 47 degrees 52' West 175 feet to a point, said point being located at the edge of the Maple Air Strip, and being located 1510 feet from the Southeast corner of said Air Strip; running thence North 41 degrees 58' East 2550.0 feet to a point, said point being the Northeast corner of said Maple Air Strip; running thence North 47 degrees 52' West 200 feet to a point, said point being the Northwest corner of said Maple Air Strip; running thence South 41 degrees 58' West 1800 feet to a point, said point being located at the edge of said Maple Air Strip; running thence North 47 degrees 52' West 300 feet to a point, said point being the point and place of beginning.

TRACT III: Beginning at a point located 25 feet Southwest of the Southwest corner of the paved portion of the Maple Air Strip; running thence North 41 degrees 58' East a distance of 4000 feet to a point, said point being located 25 feet Northwest of the Northwest corner of the paved portion of the said Maple Air Strip; running thence South 47 degrees 52' East a distance of 200 feet to a point, said point being located 25 feet Northeast of the Northeast corner of said Maple Air Strip; running thence South 41 degrees 58' West a distance of 4060 feet to a point, said point being located 25 feet Southeast of the Southeast corner of said Maple Air Strip; running thence North 47 degrees 52' West a distance of 200 feet to a point, said point being the point and place of beginning. The property herein described contains the Maple Air Strip.

TRACT IV: Beginning at a point located in the Northern right of

way line of U.S. Highway No. 158, said point being located South 76 degrees 30' East and approximately 1500 feet from the intersection of State Road No. 1246 with said Highway No. 158, said point also being the beginning point for Tract I as was hereinbefore described and Tract V as will be hereinafter described; running thence North 76 degrees 30' West along the Northern right of way line of Highway No. 158 a distance of 480 feet to a point; running thence North 41 degrees 58' East 3370.0 feet to a point; running thence South 47 degrees 52' East 535 feet to a point; running thence South 12 degrees 10' East 895.0 feet to a point; running thence South 67 degrees 31' West 329.0 feet to a point; running thence South 59 degrees 16' West 759.0 feet to a point; running thence North 22 degrees 11' East 112 feet to a point; running thence North 55 degrees 34' West 652.9 feet to a point; running thence South 32 degrees 26' West 329.0 feet to a point; running thence South 31 degrees 52' West 1310 feet to a point; said point being the point and place of beginning.

TRACT V: Beginning at a point located in the Northern right of way line of U.S. Highway No. 158, said point being located South 76 degrees 30' West and 1500 feet from the intersection of State Road No. 1246 with U.S. Highway No. 158, said point also being the point of beginning for Tracts I and IV as hereinbefore described; running thence South 76 degrees 30' East along the Northern right of way line of said Highway; running thence across said Highway South 45 degrees 3' West a distance of 396.0 feet to a point; running thence South 64 degrees 33' West a distance of 198.0 feet to a point; running thence South 56 degrees 3' West 115.5 feet to a point; running thence South 87 degrees 3' West 132 feet to a point; running thence South 63 degrees 3' West 166.2 feet to a point; running thence North 31 degrees 52' East 825 feet to a point, said point being the point and place of beginning.

LESS AND EXCEPT that certain portion of land conveyed to C. Victor Sawyer and wife, Alethia R. Sawyer as set forth in Deed recorded in Book 232, Page 468, in the Currituck County Public Registry and more particularly described as follows:

BEGINNING at a point in the south side of the right of way of U.S. Highway No. 158, said point also being located in a common property line between the State of North Carolina and C. Victor Sawyer; running thence South 45 degrees 37' 46" West 297.45 feet to a point; running thence South 65 degrees 02' 16" West 198.00 feet to a point; running thence South 56 degrees 32' 16" West 115.5 feet to a point;

running thence South 87 degrees 32' 16" West 132 feet to a point; running thence South 63 degrees 32' 16" West 278.70 feet to a point; running thence South 32 degrees 21' 16" West 97.9 feet to a point; running thence North 26 degrees 06' 44" West 282 feet to a point; running thence North 28 degrees 31' 22" West 233.27 feet to a point; running thence North 20 degrees 21' West 410.90 feet to a point; running thence North 20 degrees 51' West 103.05 feet to a point located in the Southern right of way of U.S. Highway No. 158, said point also being located in a common line between the State of North Carolina and Doc H. Etheridge; running thence South 74 degrees 28' 17" East 1387.86 feet along the Southern right of way of U.S. Highway No. 158 to the point and place of beginning and containing 13.351 acres as shown on Survey No. L-609 dated June 12, 1987 by S. Elmo Williams, R.L.S. The above description covers a portion of Tracts I and V of that land described in Title Book 1, Page 36."

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, forever.

This deed supplements and supercedes that certain deed between the same parties conveying a portion of the above described tracts, such prior deed dated December 1, 2004 and recorded in Book 825, at Page 138 of the Currituck County Public Registry.

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by MICHAEL F. EASLEY, Governor, attested by ELAINE F. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid, all as of the day and year first above written.



STATE OF NORTH CAROLINA

Michael F. Easley
Governor

ATTEST:

Rodney S. Maddox
Chief Deputy Secretary of State

APPROVED AS TO FORM:

ROY COOPER
Attorney General
Roy Cooper
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

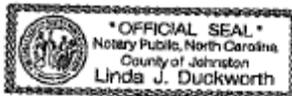
I, Linda J. Duckworth, a Notary Public for Johnston County, North Carolina, do certify that RODNEY S. MADDOX, Chief Deputy Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that he is Chief Deputy Secretary of State of the State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by himself as Chief Deputy Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 9th
day of June, 2005.

Linda J. Duckworth
Notary Public

My Commission Expires:

6-22-2008



The foregoing Certificate(s) of Linda J. Duckworth - Notary of
Johnston Co., NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Charlene Y. Dancy
Currituck County Register of Deeds

Natalie R. Juvich
By: Deputy/Assistant Register of Deeds

CURRITUCK COUNTY
NORTH CAROLINA
December 1, 2008

A reception was held from 5:00-7:00pm in recognition of Commissioner Bowden's many years of service to the citizens of Currituck County.

The Board of Commissioners met at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Commissioners Meeting Room with the following members present: Chairman Nelms, Commissioners Bowden, Gregory, Taylor and Etheridge.

Invocation and Pledge of Allegiance

The Reverend David Blackman was present to give the invocation.

Approval of November 17, 2008 Minutes

Commissioner Taylor moved to approve. Commissioner Etheridge seconded the motion. Motion carried.

Recognition of out-going Commissioner Bowden

The Board recognized and presented Commissioner Bowden with a plaque commending him for his many years of service to Currituck County. The Carova Beach Fire Department presented a letter thanking Commissioner Bowden. Mr. Alvin Keel, Knotts Island Ruritan Club, presented Commissioner Bowden a plaque for his service. Senator Marc Basnight sent a letter commending Commissioner Bowden's many years of dedicated service.

Recognition of Chairman Nelms

Commissioner Gregory presented a plaque to Chairman Nelms for his service as Chairman for the past two years.

The Honorable Judge Cole, to give oath of office for newly elected Commissioners.

The Honorable Judge J.C. Cole gave the oath of office to newly elected Commissioners J. Owen Etheridge, John D. Rorer, S. Paul O'Neal and O. Vance Aydlett, Jr.

Election of Chairman

Dan Scanlon, County Manager, presided over the nominations for Chairman. Mr. Scanlon opened the floor for nominations.

Commissioner O'Neal moved to nominate Commissioner Etheridge. There were no other nominations, so nominations were closed. Commissioner Etheridge was elected Chairman by acclamation.

Election of Vice Chairman

Chairman Etheridge opened the floor for nominations.

Commissioner Aydlett moved to nominate Commissioner O'Neal for Vice-Chairman. There were no other nominations, so nominations were closed. Commissioner O'Neal was elected Vice-Chairman by acclamation.

Approval of Agenda

Commissioner O'Neal moved to approve agenda with amendment to delete Item 11, Public Hearing and Action on PB 08-55. Commissioner Aydlett seconded the motion. Motion carried.

Public Comment

Chairman Etheridge opened the public comment period.

Chris Curdes, Volunteer Veteran Service Officer, commented on the Veterans Day Parade and stated that he would do the same for July 4 and Veterans Day, 2009.

Richard Barkalow, requested the Board to send a letter to Senator Basnight for help with next year's Christmas Parade.

Chairman Etheridge requested a resolution for the next agenda.

Commissioner O'Neal stated he looked forward of serving with the Board.

Commissioner Aydlett, commended Commissioner Bowden for his service and is also looking forward to working with the Board.

Commissioner Rorer, stated he also was looking forward to working with the Board and citizens of the county.

Commissioner Taylor, welcomed the new Commissioners and looked forward to working together.

Commissioner Nelms stated he was encouraged with the direction the Board is moving.

Commissioner Gregory, stated that Commissioner Bowden and his wisdom would be missed and looks forward to working with new Board.

Chairman Etheridge stated that this is the first meeting of the new 7 member Board meeting. He also commended Commissioner Bowden for his service

There being no further comments, Chairman Etheridge closed the public comment period.

Sheila Tyler, Presentation on History of Moyock Book

Sheila Tyler, Chairman, Library Foundation, presented the Commissioners with a book on The History of Moyock.

Division of Air Quality presentation on lowering of standard ambient air quality.

Laura Booth, reviewed the new ozone NAAQS and proposed nonattainment boundary recommendations.

Ms. Booth, recommended that Currituck County be classified as Attainment area, which means that Currituck is attaining the standard and does not contribute to another area's violation.

Currituck Chamber to present Annual Program of Work

Shannon Kinser, President, reviewed the Chamber's 2008-09 Program of Work.

The Chamber Board also adopted two resolutions, one opposing the NAVY OLF and one supporting the Mid-County Bridge.

Consent Agenda

1. Resolution authorizing exchange of property Whalehead
2. Budget Amendments
3. Approval of Work First Plan
4. Lower Currituck Fire Department request to purchase new vehicle

Commissioner Taylor moved to approve with amendment to delete Resolution for Whalehead property. Commissioner Gregory seconded the motion. Motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10660-545000	Contracted Services	425	
10660-592000	Planning Project		425
10540-545000	Contracted Services	425	
10540-506000	Insurance Expense		425
		850	850

Explanation: Inspections (10540); Planning (10660) - To transfer funds between line items to provide funding for the door locking system for the Corolla Office.

Net Budget Effect: Operating Fund (10) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10330-432200	HCCBG - Rev.	\$ 3,504	
10330-432800	Daycare	\$ 52,798	
10390-499900	Fund Appropriated Balance	\$ 27,377	

10750-557700	Crisis Intervention	\$	22,554	
10752-519700	HCCBG	\$	3,123	
10330-431000	DSS Administration - Rev.			\$ 56,298
10750-519500	TANF Emergency Asst.			\$ 260
10752-519600	Daycare			\$ 50,438
10752-519601	Smart Start			\$ 2,360
			109,356	109,356

Explanation: Social Services Administration (10750); Social Services Public Assistance (10752)
- To record adjustments in State funding allocations in Social Services programs.

Net Budget Effect: Operating Fund (10) - Decreased by \$27,381.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
65858-532000	Supplies	\$ 2,000	
65858-561000	Professional Services		\$ 2,000
		\$ 2,000	\$ 2,000

Explanation: Moyock Commons Sewer (65858) - Amendment for lab equipment when the County takes over the operation of Moyock Commons in February 2009.

Net Budget Effect: Moyock Commons Sewer District (65) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10550-531000	Gas, Oil, Etc	\$ 2,000	
10550-545000	Contracted Services		\$ 2,000
		\$ 2,000	\$ 2,000

Explanation: Airport (10550) - To transfer funds between line items for fuel for operations.
Net Budget
Effect: Operating Fund (10) - No change.

Commissioners Report

Commissioner Taylor reminded the public of the tree lighting at the Extension building on December 6.

Commissioner Nelms reminded the public on the Toys for Tots bike ride on December 12.

Commissioner Rorer, reminded citizens to support the local businesses during the shopping season.

Commissioner Aydlett, stated that Art Winters' wife passed away and to keep him in your prayers. He also requested staff to research having students sit in on advisory boards.

Commissioner O'Neal stated that Albemarle Hospital would be joining Pitt Memorial and this would bring more service and doctors to the area. He also requested options on boards appointments and a policy and a meeting in Moyock on drainage at the Food Lion. Commissioner O'Neal requested staff to bring back at the next meeting an update on Occupancy tax, land transfer, etc.

Chairman Etheridge stated that he would be at the courthouse one day a month for citizens to come and meet with him regarding concerns or issues. This will begin in January.

County Manager's Report

Dan Scanlon, County Manager, stated that the dedication ceremony for Currituck County Civil War Trails Markers would be on December 15 at 5:00 p.m. in the Historic Courthouse Board Meeting Room; and on December 13, at Noon, American Legion Legionnaires will place a Christmas Wreath at the base of the Flags in Veterans' Memorial Park in Coinjock. The public is invited to attend.

Adjourn

There being no further business, the meeting adjourned.